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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of May, in the year nineteen hundred and sixty, the following Certified Copy of Order Ratifying Private Sale from United States District Court for the District of Maryland under Chy. No. 4314 was brought to be recorded, to wit:-

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

IN THE MATTER OF: :
THE CENTREVILLE MILLING COMPANY : IN BANKRUPTCY
Bankrupt : NO. 10849

ORDER RATIFYING PRIVATE SALE

The matter of the report of private sale filed by Henry P. Turner, Trustee of all those four adjacent lots of land situated in Centreville, Maryland comprising two parcels approximately 30'x60' and approximately 68'x30' respectively fronting on Banjo Lane and Railroad Avenue in said Town and being the same property which by deed dated January 29, 1951 and recorded in the land records of Queen Anne's County in Liber N.B. W. No. 8, folio 419 et seq was conveyed by Robert F. Gibson, Trustee, to the bankrupt, together with the improvements thereon belonging to the Bankrupt, having come on for hearing before me, at a meeting of creditors of said Bankrupt duly called for the purpose of considering the offer of Charles E. Wheeler to purchase said assets at and for the sum of \$1,412.48; and this being the day fixed by the Court to consider said offer; and it appearing that no other person after having been afforded ample opportunity was willing to give any larger sum of money for said assets; and it further appearing that said offer of \$1,412.48 is the largest amount obtainable therefor, it is this 24th day of July, 1959 by the United States District Court for the District of Maryland,

ORDERED that the sale of the above described real estate to the said Charles E. Wheeler at and for the sum of \$1,412.48 cash, purchaser to assume mortgage debt and interest, be and the same is hereby ratified and confirmed, and it is

FURTHER ORDERED that the said Trustee be and he hereby is authorized to take all steps necessary to effect the said sale.

JOSEPH O. KAISER

Referee in Bankruptcy

(34b) Filed July 24, 1959

United States of America)
District of Maryland) ss:

I, WILFRED W. BUTSCHKY, Clerk of the United States District Court for the District of MARYLAND, do hereby certify that the annexed and foregoing is a true and full copy of the original Order Ratifying Private Sale which was entered and filed on the 24th day of July, 1959; in the therein entitled Matter of The Centreville Milling, Co., A Maryland Corporation, Bankrupt, No. 10849 Bankruptcy Docket. now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Baltimore, Maryland this 9th day of May, A.D. 1960

District Court
Seal.

WILFRED W. BUTSCHKY
Clerk.

By WESLEY L. BOOZE, Jr.
Deputy Clerk.

Filed May 12, 1960

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of January, in the year nineteen hundred and sixty, the following Order to Docket Suit was brought to be recorded, to wit:-

WILLIAM F. PODLICH	:	IN THE
Attorney Named in Mortgage	:	
301 Meyerhoff Building	:	CIRCUIT COURT
Baltimore 1, Maryland	:	
	:	for
vs.	:	
	:	QUEEN ANNE'S COUNTY
ROBERT KIRKLEY,	:	
Stevensville, Maryland	:	IN EQUITY NO. 4295
and	:	
ROBERT B. TAYLOR and	:	
SOPHIA TAYLOR, his wife	:	
700 Cathedral Street	:	
Baltimore 1, Maryland	:	

.....

TO THOMAS SORDEN PIPPIN, CLERK
MR. CLERK:

Please docket suit for the foreclosure of the Mortgage from ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated March 2, 1954, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 14, Folio 542, default having occurred in the terms and provisions of said Mortgage, and file in said cause a certified copy of the Mortgage above referred to, marked "ATTORNEYS EXHIBIT NO. 1."

Address: 301 Meyerhoff Bldg.
Baltimore-1, Md.
Plaza 2-2850

WILLIAM F. PODLICH
William F. Podlich
Attorney Named in Mortgage

Filed Jan. 25, 1960

MILITARY AFFIDAVIT
Filed Jan. 25, 1960

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

This is TO CERTIFY that on this 21st day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that Robert Kirkley and Clara Ann Kirkley, his wife, of Stevensville, Maryland, and Robert B. Taylor and Sophia Taylor, his wife, of 700 Cathedral Street, Baltimore 1, Maryland, who are the present owners of the real estate mentioned in the Mortgage hereinabove referred to, are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Laws of Maryland, 1941, nor have they been in such service within three months prior hereto.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed Jan. 25, 1960

WILLIAM F. PODLICH,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage,	:	
vs.	:	FOR QUEEN ANNE'S COUNTY
ROBERT KIRKLEY,	:	
ROBERT B. TAYLOR and	:	IN EQUITY
SOPHIA TAYLOR, his wife.	:	

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STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife, dated March 2, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14, folio 542.

Original Loan	\$15,000.00
Amount repaid	6,848.20
Loan Balance	\$ 8,151.80
Interest to 2-23-60	46.80
Expense Account Credit	\$ 8,198.60
	<u>261.63</u>

\$7,936.97

Corporate Seal.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F. BRUNK
Dwight F. Brunk - Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 21st day of January, in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed Jan. 25, 1960

CERTIFIED COPY OF MORTGAGE
Filed Jan. 25, 1960

#34,140 LIBER 14 PAGE 542
RECEIVED FOR RECORD Mar. 8, 1954

THIS PURCHASE MONEY MORTGAGE, made this 2nd day of March, in the year one thousand nine hundred and fifty-four, between Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, the sum of Fifteen Thousand and no/100 - \$15,000.00--- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of One Hundred Twenty-six and 60/100 (\$126.60) dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

- FIRST: To the payment of interest at the rate aforesaid.
- Second: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when, in any one month, during the term of this mortgage, the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, do (th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all those two parcels of land and premises situate and lying in near Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the south by U. S. Route 50 (dual highway) leading from the Chesapeake Bay Bridge to Easton, bounded on the east by lands of Friel Lumber Company and Green Spring Dairy, bounded on the north by the Old State Road leading from Grasonville to Queenstown and by the right of way of the Baltimore and Eastern Railroad, bounded on the west by lands of or formerly of Benjamin F. Smith, Benjamin Austin, Jr., Susan E. Chance, and William Benjamin Lane; being a portion of lands conveyed by John W. and Anna L. Lippold to J. Berg von Linde and Florence Berg von Linde, as recorded in ASG Jr. 11, folio 241, a liber among the land records for Queen Anne's County, as further conveyed by Berg von Linde to Consuelo U. Ford as recorded in Liber NBW 3, folio 451, and a portion of parcels number 3 and 5 on a plat recorded in Liber ASG Jr. 4, folio 274; and which is contained, in accordance with a survey thereof made February 20, 1954, by Walter E. Woodford, Jr., Surveyor, and approved by Wirt D. Bartlett, Surveyor (Maryland Registration No. 1676), within the following metes and bounds, courses and distances, to wit:

Parcel 1. BEGINNING at a concrete monument set in the northwest corner of lands herein described, said monument being the corner of said lands with the right of way of the State Roads Commission of Maryland, for the Old Road leading from Grasonville to Queenstown and with lands of or formerly of Benjamin F. Smith, and running with lands of or formerly of B. F. Smith south forty degrees fifty-three minutes east (south 40 degrees 53 minutes east) a distance of two hundred and no one-hundredths feet (200.00 feet) to

a concrete monument, thence turning and running still with lands of or formerly of B. F. Smith south fifty-four degrees twenty-seven minutes west (south 54 degrees 27 minutes west) a distance of one hundred nine and no one-hundredths feet (109.00 feet) to a concrete monument; thence turning and running still with lands of or formerly of B. F. Smith south fifty-two degrees nineteen minutes west (south 52 degrees 19 minutes west) a distance of three hundred twenty-nine and ten one-hundredths (329.10 feet) to a concrete monument and lands of Benjamin Austin, Jr.; thence turning and running with lands of Austin, south forty degrees twenty-one minutes east (south 40 degrees 21 minutes east) a distance of seventy-five and twenty-two one-hundredths feet (75.22 feet) to a concrete monument; thence turning, and running still with lands of Austin, south forty-seven degrees forty-six minutes west (south 47 degrees 46 minutes west) a distance of two hundred sixty-one and no one-hundredths feet (261.00 feet) running also with lands of or formerly of Susan E. Chance and William Benjamin Lane, to a concrete monument and the right of way line for the dual highway leading from the Chesapeake Bay Bridge to Easton (U. S. Route 50); thence turning and running coincident with said right of way line north eighty-five degrees six minutes east (north 85 degrees 06 minutes east) a distance of one thousand six hundred seventy-nine and no one-hundredths feet (1679.00 feet) to a concrete monument and lands of S. E. W. Friel; thence turning and running with Friel lands north forty-nine degrees fourteen minutes west (north 49 degrees 14 minutes west) a distance of two hundred eighty-seven and ninety one-hundredths feet (287.90 feet) to a concrete monument; thence turning and running still with Friel lands north forty-three degrees one minute east (north 43 degrees 01 minutes east) a distance of one thousand one and forty-five one-hundredths feet (1001.45 feet) to the right of way line for the old road leading from Grasonville to Wye Mills, this point of intersection being referenced by a concrete monument offset from said point two feet (2.00 feet) on the aforementioned course; thence turning and running with said right of way south eighty-two degrees fifty-five minutes west (south 82 degrees 55 minutes west) a distance of one thousand one hundred thirteen and eighty one-hundredths feet (1113.80 feet) to a concrete monument set at the point of curvature of a left curve; thence turning and running on the curve the chords of which are described as follows: south seventy-seven degrees fifty-four minutes west (south 77 degrees 54 minutes west) two hundred forty-two and sixty one-hundredths feet (242.60 feet); south sixty-eight degrees two minutes west (south 68 degrees 2 minutes west) two hundred two and fifty-five one hundredths feet (202.55 feet) south fifty-eight degrees thirty-two minutes west (south 58 degrees 32 minutes west) two hundred eighty-seven and ninety-five one-hundredths feet (287.95 feet) to the place of beginning; containing 26.81 acres, more or less.

Parcel 2. BEGINNING at a concrete monument set in the northeast corner, said monument being the corner of lands herein described with lands of Green Spring Dairy and the right of way for the Baltimore and Eastern Railroad, and running with lands of Green Spring Dairy south seven degrees five minutes east (south 07 degrees 05 minutes east) a distance of one hundred ninety-five and eighty one-hundredths feet (195.80 feet) to the right of way line for the old road leading from Grasonville to Wye Mills, this point of intersection being referenced by a concrete monument offset two and five-tenths feet (2.5 feet) along the aforementioned course; thence turning and running with said right of way south eighty-two degrees fifty-five minutes west (south 82 degrees 55 minutes west) two hundred twenty-one and forty one-hundredths feet (221.40 feet) to a concrete monument set at the point of curvature for a left curve; thence running on the curve whose chords are (1) south eighty degrees thirty-one minutes west (south 80 degrees 31 minutes west) one hundred thirty-five and sixty one-hundredths feet (135.60) and (2) south seventy-five degrees twenty-six minutes west (south 75 degrees 26 minutes west) a distance of one hundred sixty-four and seventy-three one-hundredths feet (164.73 feet) to a concrete monument; thence turning and running with right of way of State Roads Commission north twenty-seven degrees twenty-eight minutes west (north 27 degrees 28 minutes west) a distance of twenty-eight and forty-eight one-hundredths feet (28.48 feet) to a concrete monument and the right of way for the Baltimore and Eastern Railroad; thence turning and running with said railroad right of way on a curve (1) north sixty degrees fifty minutes east (north 60 degrees 50 minutes east) one hundred eighty-six and seventy one-hundredths feet (186.70 feet) (2) north sixty-two degrees twenty-nine minutes east (north 62 degrees 29 minutes east) one hundred ninety-two and ten one-hundredths feet (192.10 feet) (3) north sixty-four degrees twenty-four minutes east (north 64 degrees 24 minutes east) one hundred seventy-six and ninety one-hundredths feet (176.90 feet) to the point of tangency for said curve; thence north sixty-five degrees forty-five minutes east (north sixty-five degrees 45 minutes east) a distance of nine and seventy one-hundredths feet (9.70 feet) to the point of beginning; containing 1.313 acres, more or less.

Bearings were computed from angles observed precisely and referred to magnetic meridians corrected for a deviation from true meridian, said declination being 7 degrees 50 minutes west.

BEING all and the same property which by deed dated and recorded, or intended to be recorded among the Land Records of Queen Anne's County prior hereto was granted and conveyed by Consuelo Ford and Ellsworth Ford, her husband, unto the aforementioned mortgagors.

TOGETHER with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep this buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bears interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property therein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt

in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages hereinrecited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

ROBERT KIRKLEY (SEAL)
Robert Kirkley

ROBERT B. TAYLOR (SEAL)
Robert B. Taylor

SOPHIA TAYLOR (SEAL)
Sophia Taylor

CATHERINE W. McCANN
CHTHERINE W. McCANN

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, the mortgagor(s), named in the foregoing mortgage and they acknowledged said mortgage to be their act.

At the same time also appeared, John L. Fisher, President of Aurora Federal Savings and Loan Association, a body incorporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

CATHERINE W. McCANN
Notary Public
CATHERINE W. McCANN

My commission expires on
May 2nd, 1955.

Partial release of above mortgage is recorded in Liber T.S.P. No. 16, folio 242, a Land Record Book for Queen Anne's County.

Partial release of above mortgage is recorded in Liber T.S.P. No. 16, folio 266, a Land Record Book for Queen Anne's County.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber T.S.P. No. 14, folio 542 a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 25th day of January in the year nineteen hundred and sixty.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk

Certified Copy of Bond
Filed Feb. 19, 1960

Queen Anne's County, to wit: Be it remembered that on this Nineteenth day of February in the year nineteen hundred and Sixty, the following Bond was filed for record, to wit:-

(In Equity)

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

WILLIAM F. PODLICH
Attorney named in Mortgage
301 Meyerhoff Building
Baltimore 1, Maryland

vs.

ROBERT KIRKLEY,
Stevensville, Maryland,
and

ROBERT B. TAYLOR and
SOPHIA TAYLOR, his wife,
700 Cathedral Street
Baltimore 1, Maryland

BOND OF Attorney
TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand and 00/100 Dollars (\$8,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of February, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounded William F. Podlich by virtue of the power contained in a mortgage from Robert Kirkley, Robert B. Taylor & Sophia Taylor, h/w to Aurora Federal Savings and Loan Association bearing date the 2nd day of March, 1954 and recorded among the Land Records of Queen Anne's County, Maryland in Liber TSP No. 14 Folio 542 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

ELSIE CURTIS
Elsie Curtis

WILLIAM F. PODLICH (SEAL)
William F. Podlich

_____ (SEAL)

UNITED STATES FIDELITY
AND GUARANTY COMPANY

By ROBERT J. NOETH
Robert J. Noeth
Attorney in fact

Corporate
Seal.

Certified Copy of Power of Attorney attached hereto.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Feb. 19, 1960.

T. Sorden Pippin, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 1, folio 387, a Bond Record Book for Queen Anne's County.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 19th day of February in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Mar. 1, 1960

LEGAL NOTICES

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

ATTORNEY'S SALE

of

VALUABLE FEE

SIMPLE PROPERTY

situated

and binding on the old road running
from GRASONVILLE to WYE MILLS

and

on U. S. DUAL ROUTE 50 running from

8

EASTON to the BAY BRIDGE

in the

Fifth Election District of QUEEN ANNE'S COUNTY,
MARYLAND

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage, dated March 2, 1954, and recorded among the Land Records of Queen Anne's County in Liber TSP, No. 14, Folio 542, from ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will offer at Public Sale to the highest bidder, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, February 23, 1960 at 1:00 o'clock P.M. All those two parcels of land and premises situate and lying near Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the south by U. S. Route 50 (Dual Highway) leading from the Chesapeake Bay Bridge to Easton, bounded on the east by lands of Friel Lumber Company and Green Spring Dairy, bounded on the north by the Old State Road leading from Grasonville to Queenstown and by the right of way of the Baltimore and Eastern Railroad, bounded on the west by lands of or formerly of Benjamin F. Smith, Benjamin Austin, Jr., Susan E. Chance, and William Benjamin Lane; being a portion of lands conveyed by John W. and Anna L. Lippold to J. Berg von Linde and Florence Berg von Linde, as recorded in ASG, Jr., 11, Folio 241, a liber among the Land Records for Queen Anne's County, as further conveyed by Berg von Linde to Consuelo U. Ford, as recorded in Liber NEW 3 Folio 451, and a portion of Parcels Number 3 and 5 on a Plat recorded in Liber ASG, Jr., 4, Folio 274; and which is contained in accordance with a Survey thereof made February 20th, 1954, by Walter E. Woodford, Jr., Surveyor, and approved by Wirt D. Bartlett, Surveyor, (Maryland Registration No. 1676), within the following metes and bounds, courses and distances, to wit:

PARCEL 1.

BEGINNING at a concrete monument set in the northwest corner of lands herein described, said monument being the corner of said lands with the right of way of the State Roads Commission of Maryland, for the Old Road leading from Grasonville to Queenstown, and with lands of or formerly of Benjamin F. Smith, and running with lands of or formerly of B. F. Smith south forty degrees fifty-three minutes east (south 40 degrees 53 minutes east) a distance of two hundred and no one-hundredths feet (200.000 feet) to a concrete monument, thence turning and running still with lands of or formerly of B. F. Smith south fifty-four degrees twenty-seven minutes west (south 54 degrees 27 minutes west) a distance of one hundred nine and no one-hundredths feet (109.00 feet) to a concrete monument; thence turning and running still with lands of or formerly of B. F. Smith south fifty-two degrees nineteen minutes west (south 52 degrees 19 minutes west) a distance of three hundred twenty-nine and ten one-hundredths (329.10 feet) to a concrete monument and lands of Benjamin Austin, Jr.; thence turning and running with lands of Austin, south forty degrees twenty-one minutes east (south 40 degrees 21 minutes east) a distance of seventy-five and twenty-two one-hundredths feet (75.22 feet) to a concrete monument; thence turning and running still with lands of Austin, south forty-seven degrees forty-six minutes west (south 47 degrees 46 minutes west) a distance of two hundred sixty-one and one-hundredths feet (261.00 feet) running also with lands of or formerly of Susan E. Chance and William Benjamin Lane, to a concrete monument and the right of way line for the dual highway leading from the Chesapeake Bay Bridge to Easton (U. S. Route 50); thence turning and running coincident with said right of way line north eighty-five degrees six minutes east (north 85 degrees 06 minutes east) a distance of one thousand six hundred seventy-nine and no one-hundredths feet (1679.00 feet) to a concrete monument and lands of S. E. W. Friel; thence turning and running with Friel lands north forty-nine degrees fourteen minutes west (north 49 degrees 14 minutes west) a distance of two hundred eighty-seven and ninety one-hundredths feet (287.90 feet) to a concrete monument; thence turning and running still with Friel lands north forty-three degrees one minute east (north 43 degrees 01 minute east) a distance of one thousand one and forty-five one-hundredths feet (1001.45 feet) to the right of way line for the old road leading from Grasonville to Wye Mills, this point of intersection being referenced by a concrete monument offset from said point two feet (2.00 feet) on the aforementioned course; thence turning and running with said right of way south eighty-two degrees fifty-five minutes west (south 82 degrees 55 minutes west) a distance of one thousand one hundred thirteen and eighty one-hundredths feet (1113.80 feet) to a concrete monument set at the point of curvature of a left curve; thence turning and running on the curve the chords of which are described as follows: south seventy-seven degrees fifty-four minutes west (south 77 degrees 54 minutes west) two hundred forty-two and sixty one-hundredths feet (242.60 feet); south sixty-eight degrees two minutes west (south 68 degrees 2 minutes west) two hundred two and fifty-five one-hundredths feet (202.55 feet) south fifty-eight degrees thirty-two minutes west (south 58 degrees 32 minutes west) two hundred eighty-seven and ninety-five one-hundredths feet (287.95 feet) to the place of beginning. CONTAINING 26.81 acres, more or less.

SAVING AND EXCEPTING, HOWEVER, out of the aforementioned Parcel 1, above described, all of those two parts thereof which are now described as follows:

(a) ALL that part of said land which now comprises a right of way through said Parcel No. 1 of a county road hereto laid out and running from U. S. Highway 50 (Bay Bridge to Easton) to Maryland Highway 404 (Old Road from Grasonville to Wye Mills); said right of way being 50 feet in width, the centre line of which as a bearing of north thirty-six degrees nineteen minutes west (N. 36 degrees 19 minutes west) a length of eight hundred ninety feet 890 feet) measured from the north right of way line for U. S. Highway 50, and which intersects the base line for U. S. Highway 50 at the centre of the cross-over located at approximate main line Station 64 + 75.

(b) BEGINNING FOR THE SAME at a concrete monument placed in the southeast corner of the land being hereby described, said monument being placed on the right of way line of U. S. Highway 50 (Bay Bridge to Easton) at the distance of two hun-

dred and no-tenths feet (200.0 feet) from the right of way line for a proposed county road heretofore laid out and running through lands of Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, from U. S. Highway 50 to Maryland Highway 18 (Blue Star Memorial Highway) and running thence coincident with the northern right of way line for U. S. Highway 50, south eighty-five degrees six minutes west (S. 85 degrees 06 minutes west) a distance of two hundred and no-tenths feet (200.0 feet) to a concrete monument; thence turning and running through said lands of Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, north thirty-six degrees nineteen minutes west (N. 36 degrees 19 minutes west) a distance of one hundred seventy-five and no-tenths feet (175.0 feet) to a concrete monument, thence north eighty-five degrees six minutes east (N. 85 degrees 06 minutes east) a distance of two hundred and no-tenths feet (200.0 feet) to a concrete monument; and thence south thirty-six degrees nineteen minutes east (S. 36 degrees 19 minutes east) a distance of one hundred seventy-five and no-tenths feet (175.0 feet) to the point of beginning. CONTAINING 29,868 square feet.

PARCEL 2.

BEGINNING at a concrete monument set in the northeast corner, said monument being the corner of lands herein described with lands of Green Spring Dairy and the right of way for the Baltimore and Eastern Railroad, and running with lands of Green Spring Dairy south seven degrees five minutes east (south 07 degrees 05 minutes east) a distance of one hundred ninety-five and eighty one-hundredths feet (195.80 feet) to the right of way line for the old road leading from Grasonville to Wye Mills, this point of intersection being referenced by a concrete monument offset two and five-tenths feet (2.5 feet) along the aforementioned course; thence turning and running with said right of way south eighty-two degrees fifty-five minutes west (south 82 degrees 55 minutes west) two hundred twenty-one and forty one-hundredths feet (221.40 feet) to a concrete monument set at the point of curvature for a left curve; thence running on the curve whose chords are (1) south eighty degrees thirty-one minutes west (south 80 degrees 31 minutes west) one hundred thirty-five and sixty one-hundredths feet (135.60 feet) and (2) south seventy-five degrees twenty-six minutes west (south 75 degrees 26 minutes west) a distance of one hundred sixty-four and seventy-three hundredths feet (164.73 feet) to a concrete monument; thence turning and running with right of way of State Roads Commission north twenty-seven degrees twenty-eight minutes west (north 27 degrees 28 minutes west) a distance of twenty-eight and forty-eight one-hundredths feet (28.48 feet) to a concrete monument and the right of way for the Baltimore and Eastern Railroad; thence turning and running with said railroad right of way on a curve (1) north sixty degrees fifty minutes east (north 60 degrees 50 minutes east) one hundred eighty-six and seventy one-hundredths feet (186.70 feet); (2) north sixty-two degrees twenty-nine minutes east (north 62 degrees 29 minutes east) one hundred ninety-two and ten one-hundredths feet (192.10 feet); (3) north sixty-four degrees twenty-four minutes east (north 64 degrees 24 minutes east) (176.90 feet) to the point of tangency for said curve; thence north sixty-five degrees forty-five minutes east (north 65 degrees 45 minutes east) a distance of nine and seventy one-hundredths feet (9.70 feet) to the point of beginning. CONTAINING 1.313 acres, more or less.

ALL of the property herein offered for sale is offered subject to the legal operation and effect of such Zoning Laws, Building Laws, Building Lines, Reservations, Easements, Regulations and Restrictions as have been, or may be, established by or for Queen Anne's County, and the State Roads Commission of Maryland as well as those which may be of record.

PARCEL NO. 1 is offered for sale subject to the encroachment of a small drainage ditch entering said parcel near the northeast end of the S 47 degrees 56 minutes west 261.00 feet line of said parcel.

PARCEL NO. 2 is offered for sale subject to the encroachment of the southernmost part of a division fence erected near to and running over the S. 7 degrees 05 minutes east 195.80 foot line of said parcel.

The above described property is improved by-

- One (1) Dilapidated and Untenantable two-story Frame Dwelling House
- Two (2) Dilapidated Frame Farm Buildings

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT OF QUEEN ANNE'S COUNTY, IN EQUITY.

All taxes and other Public Dues and Charges are to be adjusted to date of sale.

A.Cash deposit of \$750.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH
Attorney Named in Mortgage

Joseph Jackson, Jr., Act.

4t-2-18

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Mr., February 29, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Valuable Fee Simple Property in the case of Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, to Aurora Federal Savings and Loan Association a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 23rd day

of February, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of January 1960, and the last insertion on the 18th day of February, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed Mar. 1, 1960

ADDITIONAL BOND
Filed March 7, 1960.

Queen Anne's County, to wit: Be it remembered that on this Seventh day of March in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

Bond No. 16 151 60

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

WILLIAM F. PODLICH,
Attorney named in Mortgage,

vs.

Robert Kirkley,
Robert B. Taylor and
Sophia Taylor; his wife

Additional
BOND OF Attorney

TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1 Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventeen Thousand Six Hundred and 00/100 Dollars (\$17,600.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of February, in the year of our Lord, nineteen hundred and sixty.

WHEREAS the above bounden William F. Podlich by virtue of the power contained in a mortgage from Robert Kirkley, Robert B. & Sophia Taylor to Aurora Federal Savings and Loan Association bearing date the 2nd day of March, 1954 and recorded among the Land Records of Queen Anne's County, Maryland in Liber TSP is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

ELSIE CURTIS
Elsie Curtis

WILLIAM F. PODLICH (SEAL)
William F. Podlich

(SEAL)
UNITED STATES FIDELITY AND
GUARANTY COMPANY

By HOWARD J McNAMARA
Howard J. McNamara
Attorney in fact.

Corporate
Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Additional Bond filed March 7, 1960.

T. Sorden Pippin, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 6, a Bond Record Book for Queen Anne's County.

Circuit Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 7th day of March in the year nineteen hundred and sixty.

T. SORDEN PIPPIN

Clerk

REPORT OF SALE
Filed March 7, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage,	:	IN THE CIRCUIT COURT FOR
vs.	:	
ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife	:	QUEEN ANNE'S COUNTY IN EQUITY
	:	No. <u>4295</u>
	:	
	:	

.....

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Default having occurred in the terms of the Mortgage from Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife, dated March 2, 1954, unto the Aurora Federal Savings and Loan Association, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 14, folio 542, etc., the undersigned Attorney named in Mortgage, having authority to exercise the power of sale therein contained, in case of default, after docketing suit for foreclosure, and filing in this cause an Affidavit as to the Military Status of the defendants, and of all present owners of the premises, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a bond in the penalty of Eight Thousand (\$8,000.00) Dollars, with surety duly approved by the Clerk of this Court, did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, February 23, 1960, at 1:00 o'clock P.M. (Eastern Standard Time), and after having the auctioneer cry the sale for a considerable time, and after reading the advertisement of sale, did sell the mortgaged property to Guaranteed Realty Corporation, it being then and there the highest bidder therefor, at and for the sum of Twenty-Five Thousand, Six Hundred and no/100 (\$25,600.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Twenty-Five Thousand Six Hundred and no/100 (\$25,600.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
(William F. Podlich) Attorney named in
Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this 25th day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney named in the Mortgage aforementioned, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
(Elsie Curtis) Notary Public

Filed Mar. 7, 1960.

ORDER NISI
Filed March 7, 1960

WILLIAM F. PODLICH, Attorney Named in Mortgage,	)	In the Circuit Court
vs.	)	for Queen Anne's County
ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife	)	In Equity
	)	Cause No. <u>4295</u>

ORDER NISI ON SALE

ORDERED, this 7th day of March, 1960, that the sale of the real, property, made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be ratified and confirmed, on or after the 7th day of April, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 31st day of March, 1960.

The report states the amount of sales to be \$25,600.00.

T. SORDEN PIPPIN Clerk

Filed: March 7, 1960

CERTIFICATE OF PUBLICATION OF ORDER OF NISI ON SALE
Filed April 8, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage,
vs.
ROBERT KIRKLEY,
ROBERT B. TAYLOR and
SOPHIA TAYLOR, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4295

ORDER NISI ON SALE

ORDERED, this 7th day of March, 1960, that the sale of the real property, made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be ratified and confirmed, on or after the 7th day of April, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 31st day of March, 1960.

The report states the amount of sales to be \$25,600.00.

Filed: March 7, 1960

T. SORDEN PIPPIN, Clerk

True Copy

Test:

T. SORDEN PIPPIN, Clerk

3t-3-24

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 8, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Nisi on Sale in the estate of William F. Podlich vs. Robert Kirkley Robert B. Taylor, and Sophia Taylor, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 31st day of March, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of March 1960, and the last insertion on the 24th day of March, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By GAIL SCHAEFFER

Filed April 8, 1960

FINAL ORDER OF RATIFICATION
Filed April 11, 1960

FINAL ORDER OF RATIFICATION

ORDERED this 11th day of April, 1960, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Equity, that the sale of the real estate made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the Attorney named in Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for, to the Auditor.

THOS. J. KEATING, Jr.
JUDGE

Filed April 11, 1960

AMENDED STATEMENT OF DEBT
Filed April 23, 1960

WILLIAM F. PODLICH,
Attorney named in Mortgage,

vs.

ROBERT KIRKLEY,
ROBERT B. TAYLOR and
SOPHIA TAYLOR, his wife

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4295

: : : : : : : : : :

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by ROBERT KIRKLEY, ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife, dated March 2, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14, Folio 542.

Original Loan	\$15,000.00
Amount repaid	<u>6,848.20</u>
Loan Balance	\$ 8,151.80
Interest to 2-23-60	<u>46.80</u>
	\$ 8,198.60
Expense Account Credit	<u>261.63</u>
	\$ 7,936.97
Interest on unpaid principal of Mortgage debt (\$8,151.80) from Feb- ruary 23, 1960 to April 23, 1960 - 60 days at 6% (per Art. 66, Sec. 8 - 1957 Code)	<u>81.52</u>
	\$ 8,018.49

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal.

By DWIGHT F. BRUNK
Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 22nd day of April, in the year nine-
teen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for
said City of Baltimore, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA
FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above en-
titled cause, and made oath that the foregoing is a true statement of the amount of the
mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed April 23, 1960

AUDIT
Filed April 26, 1960

William F. Podlich,
Attorney named in
Mortgage

vs.

Robert Kirkley,
Robert B. Taylor and
Sophia Taylor, his wife

In The Circuit Court For
Queen Anne's County
In Equity

No. 4295

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respect-
fully represents:

1. That this account is stated at the request of William F. Podlich,
Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it ap-
pears that there is a surplus after payment of the costs of these proceedings and the
mortgage indebtedness.

2. That in the within account, the vendor is charged with the pro-
ceeds of sale, interest which accrued on the unpaid balance of the purchase price; and
is allowed thereafter the court costs, bond premium, auctioneer charges, the costs of
advertising the notice of sale, the order nisi of sale and the audit nisi to be passed
as to this account, the vendors share of taxes per the advertisement of sale, the fee
and commissions of the vendor, and the fee of your auditor for stating this audit, and
the mortgage debt.

3. The surplus proceeds of this sale were directed to be paid to

Robert B. Taylor and Sophia Taylor, his wife, under the terms of the mortgage foreclosed in these proceedings and under the terms of an assignment agreement dated April 12, 1960, from Robert Kirkley and Clara Ann Kirkley, his wife, to said Taylor and wife, said agreement being filed herewith and marked Exhibit A. the amount of the surplus proceeds were in the sum of \$15,545.86.

Respectfully submitted,

J. THOMAS CLARK
Auditor

April 23, 1960

Filed April 26, 1960

Cause No. 4295

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

		Cr.	
1960			
Feb. 23	By gross proceeds of the sale of land, per report of vendor, to wit:.....		\$25,600.00
	By interest on unpaid balance of purchase price for one month and twenty-eight days at legal rate, per terms of sale and vendor's settlement statement, to wit:.....		240.21
			\$25,840.21

		Dr.	
	To William F. Podlich, Attorney named in mortgage (and vendor), per terms of mortgage, as follows, to wit:		
	1-His fee for his services.....	\$35.00	
	2-His commissions for making sale.....	1442.01	\$1477.01
	To do., for an amount due T. Sorden Pippin, Clerk, for court costs of this cause, per statement exhibited, to wit:		
	1-Costs of T. Sorden Pippin, Clerk....	\$35.70	
	2-Appearance fee of Wm. F. Podlich, Attorney.....	10.00	45.70
	To do., for amount paid Bland, Dugan & McMillian, Inc., Agent, for the premiums on the corporate surety bonds filed in this cause, per receipts for the same exhibited, to wit:.....		102.40
	To do., for an amount paid J. A. Jackson, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:-.....		256.00
	To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, as follows, to wit:		
	1-costs of publishing notice of sale..	\$257.11	
	2-costs of publishing nisi of sale....	12.00	269.11
	To do., for an allowance to Vendor for his share of 1960 State and County Taxes on realty sold herein for one month and twenty-three days of sum of \$51.93, per settlement statement, or the sum of.....		7.64

April 23, 1960

J. THOMAS CLARK
Auditor

	To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....		10.00
	To J. Thomas Clark, auditor, for stating this audit, the sum of.....		108.00
	To Aurora Federal Savings and Loan Association in payment in full of the indebtedness due under the terms of the mortgage, per amended statement of debt filed in this cause, or the sum of.....		8018.49
	To Robert B. Taylor and Sophia Taylor, his wife, two of the original mortgagors, under the terms of the mortgage foreclosed in this cause, and under assignment from Robert Kirkley and Clara Ann Kirkley, his wife, to them by agreement dated April 12, 1960, and filed here-		

with as Exhibit A, the balance or the surplus proceeds of said sale in the sum of..... 15545.86

\$25840.21

\$25,840.21

J. Thomas Clark Auditor

April 23, 1960

Filed April 26, 1960

THIS AGREEMENT AND ACCOUNTING, made this 12 day of April, 1960, by and between ROBERT KIRKLEY and CLARA ANN KIRKLEY, his wife, of one part; and ROBERT B. TAYLOR and SOPHIA TAYLOR, his wife, of the other part;

WHEREAS, Robert Kirkley, of one part, and Robert B. Taylor and Sophia Taylor, his wife, of the other part, did acquire two tracts of land near Queens-town, in the Fifth Election District, Queen Anne's County, Maryland, from Consuelo Ford, et.al., by deed dated March 2, 1954, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14 folio 538, and

WHEREAS, said parties did encumber said premises by a mortgage to Aurora Federal Savings and Loan Association, dated March 2, 1954, recorded among the Land Records aforesaid in Liber T.S.P. No. 14 folio 542, and

WHEREAS, the said Robert Kirkley did thereafter, in a "Straw-deed" transaction, convey title to his undivided one-half interest unto Frances C. Legg, single lady, by deed dated September 18, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 30 folio 238, and

WHEREAS, the said Frances C. Legg did thereafter reconvey said one-half undivided interest unto Robert Kirkley and Clara Ann Kirkley, his wife, by deed dated September 18, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 30 folio 240, and

WHEREAS, under the provisions of Art. 66, Sec. 10 of the Annotated Code of Maryland, 1957 edition, the parties to this agreement are entitled to an accounting to satisfy their respective demands in and to any surplus funds arising from said foreclosure sale, and

WHEREAS, the parties hereto have agreed upon their respective cash investment in the property sold as aforesaid, and

WHEREAS, the said Robert B. Taylor and Sophia Taylor, his wife, have from time to time advanced various and sundry money for and on account of said lands and the joint venture of said parties in the sum of \$17,836.86, and

WHEREAS, it is anticipated that the surplus funds remaining from the proceeds of said mortgage foreclosure sale, after the payment of the mortgage claim, costs and expenses, etc., will be insufficient to repay in full the said Robert B. Taylor and Sophia Taylor for the moneys advanced and paid by them as aforesaid,

NOW THEREFORE, for the considerations, hereinabove set forth, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Robert Kirkley and Clara Ann Kirkley, his wife, do hereby grant, convey and assign unto Robert B. Taylor and Sophia Taylor, his wife, all their right, title and interest of every kind and description in and to the surplus funds remaining from the mortgage foreclosure sale proceeds after the payment of the mortgage claim of Aurora Federal Savings and Loan Association, court costs, and all expenses incident thereto, in a case entitled "William F. Podlich vs. Robert Kirkley, et. al.," being Chancery Cause No. 4295 now pending in the Circuit Court for Queen Anne's County, in Equity.

AS WITNESS our hands and seals this 12th day of April, 1960.

WITNESS:

VACHEL A. DOWNES, Jr.

ROBERT KIRKLEY (SEAL) Robert Kirkley

VACHEL A. DOWNES, Jr.

CLARA ANN KIRKLEY (SEAL) Clara Ann Kirkley

Exhibit A

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, this 12th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, did personally appear Robert Kirkley and Clara Ann Kirkley, his wife, and they did acknowledge the foregoing Agreement and Accounting to be their act.

AS WITNESS my hands and Notarial Seal.

Notary Public Seal.

VACHEL A. DOWNES, Jr. NOTARY PUBLIC

Filed April 26, 1960

NISI RATIFICATION OF AUDIT
Filed April 26, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich,
Attorney named in Mortgage

VS.

Robert Kirkley,
Robert B. Taylor and
Sophia Taylor, his wife

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4295

ORDERED, this 26th. day of April, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th. day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 6th. day of May, 1960.

T. SORDEN PIPPIN Clerk

Filed April 26, 1960

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed May 13, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich,
Attorney named in Mortgage

vs.

Robert Kirkley,
Robert B. Taylor and
Sophia Taylor, his wife

In the Circuit Court for
Queen Anne's County
In Equity

Cause No. 4295

ORDERED, this 26th day of April, 1960, that the report and account filed in these proceedings by J. Thos. Clark, Auditor, be ratified on or after the 13th day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 6th day of May, 1960 .

Filed: April 26, 1960.

T. SORDEN PIPPIN, Clerk

True Copy

Test:

T. SORDEN PIPPIN, Clerk

2t-5-5

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 11, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of William F. Podlich, Attorney named in Mortgage vs. Robert Kirkley, Robert B. Taylor and Sophia Taylor, his wife -- Cause No. 4295 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 6th day of May, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of April 1960, and the last insertion on the 5th day of May, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed May 13, 1960

FINAL RATIFICATION OF AUDIT REPORT
Filed May 13, 1960

WILLIAM F. PODLICH
Attorney Named in Mortgage

vs.

ROBERT KIRKLEY, et. al.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4295

FINAL RATIFICATION OF AUDIT

ORDERED this 13th day of May, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the within and afore-going Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and William F. Podlich, Attorney Named in the Mortgage, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS. J. KEATING, Jr.
Judge

Filed May 13, 1960

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of March, in the year nineteen hundred and sixty one, the following Order to Docket Suit for Foreclosure of Mortgage was brought to be recorded, to wit:-

WILLIAM F. PODLICH	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
301 Meyerhoff Building	:	
Baltimore 1, Maryland	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
WILLIAM C. MEYERS, III,	:	IN EQUITY No. 4306
Stevensville	:	
Maryland	:	

.....

TO THOMAS SORDEN PIPPIN, CLERK

Mr. Clerk:

Please docket suit for the foreclosure of the Mortgage from WILLIAM C. MEYERS, III, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 30, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51, Folio 34, default having occurred in the terms and provisions of said Mortgage, and file in said cause a certified copy of the Mortgage above referred to, marked "ATTORNEY'S EXHIBIT NO. 1."

WILLIAM F. PODLICH
William F. Podlich
Attorney Named in Mortgage

Filed March 29, 1960

AFFIDAVIT
Filed March 29, 1960

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 15th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that William C. Meyers, III, of Stevensville, Maryland, who is the present owner of the real estate mentioned in the Mortgage hereinabove referred to, is not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Laws of Maryland, 1941, nor has he been in such service within three months prior hereto.

Witness my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed March 29, 1960

Notary
Public Seal

ATTORNEYS EXHIBIT No. 1
Filed March 29, 1960

#43,151

LIBER 51 PAGE 34

RECEIVED FOR RECORD Oct. 5, 1959

Form No. 1--CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 30th day of September in the year one thousand nine hundred and fifty-nine, between WILLIAM C. MEYERS, III, unmarried, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said WILLIAM C. MEYERS, III, the sum of Eight Thousand and 00/100 (\$8,000.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of Fifty-seven and 35/100 (\$57.35) dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said WILLIAM C. MEYERS, lll, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in 4th Election District of Queen Anne's County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 9, Block J, of the lands of Chester Beach, Inc., called or known as HARBORVIEW, as more particularly shown on a Plat of HARBORVIEW, by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 26.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Edward J. Staab, Jr., unmarried, unto the Mortgagor herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever SUBJECT, HOWEVER, to the legal operation and effect of the restrictions now of record and affecting the above property.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other

manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

lX. That the whole of said principal sum shall become due after default in the payment of any monthly installment as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI. of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland: (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not: (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree the immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, her self, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hand and seal of said Mortgagor.

TEST:

WILLIAM C MEYERS 111 (SEAL)
(William C. Meyers, 111)

ELSIE CURTIS
ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of September in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WILLIAM C. MEYERS, 111, unmarried, the mortgagor(s), named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, JOHN L. FISHER President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public

ELSIE CURTIS

My commission expires on May 1, 1961.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 51, folio 34, a Land Record Book for Queen Anne's County.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 29th day of March in the year nineteen hundred and sixty.

T. SORDEN PIPPIN Clerk

Filed March 29, 1960.

STATEMENT OF MORTGAGE CLAIM Filed April 22, 1960.

WILLIAM F. PODLICH, Attorney Named in Mortgage vs WILLIAM C. MEYERS, III IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4306

STATEMENT OF MORTGAGE

STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by WILLIAM C. MEYERS, III, unmarried, dated September 30, 1959, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 51, Folio 34, etc.

Table with 2 columns: Description and Amount. Rows include ORIGINAL LOAN (\$8,000.00), INTEREST TO 4/26/60 (267.14), EXPENSE ACCOUNT CREDIT (7.35), and a total of \$8,259.79.

Corporate Seal.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION By DWIGHT F. BRUNK Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Dwight F. Brunk, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the foregoing claim is a true statement of the amount due to the said body corporate and that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal.

Notary Public Seal.

ELSIE CURTIS Elsie Curtis, Notary Public

Filed April 22, 1960

CERTIFIED COPY OF BOND Filed April 22, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of April, in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

WILLIAM F. PODLICH, ATTORNEY NAMED IN MORTGAGE vs WILLIAM C. MEYERS, III. Bond No. 16 287 60 Bond of Attorney To Sell Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich of Baltimore, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eighty Three Hundred and 00/100 --- Dollars (\$8,300.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of April, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from William C. Meyers, III (unmarried) to Aurora Federal Savings and Loan Association bearing date the 30th day of September, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51 Folio 34 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS
Elsie Curtis

UNITED STATES FIDELITY AND
Guaranty Company

By HOWARD J. McNAMARA
Howard J. McNamara

Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed April 22, 1960

T. Sorden Pippin, Clerk.

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND
QUEEN ANNE'S COUNTY

TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber T. S. P. No. 2, folio 12, a Bond Record Book for Queen Anne's County.

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 22nd day of April in the year nineteen hundred and sixty.

Circuit
Court Seal.

T. SORDEN PIPPIN
Clerk

Filed April 22, 1960

AMENDED STATEMENT OF MORTGAGE CLAIM
Filed April 26, 1960

WILLIAM F. PODLICH,
Attorney named in Mortgage

vs.

WILLIAM C. MEYERS, III

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 4306

AMENDED STATEMENT OF MORTGAGE CLAIM

AMENDED STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by WILLIAM C. MEYERS, III, unmarried, dated September 30, 1959, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 51, folio 34.

Original Loan -----	\$8,000.00
Interest to 4-26-60 -----	267.14
	<u>\$8,267.14</u>
Expense Account credit -----	7.35
	<u>\$8,259.79</u>
Interest on unpaid principal of mortgage debt (\$8,000.00) from April 26, 1960, to June 26, 1960, 60 days at 6% (per Art 66, Sec. 8, 1957 Code) (provided Auditor's account is not ratified prior to June 26, 1960) -----	80.00

Corporate Seal.

\$8,339.79

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F. BRUNK
(Dwight F. Brunk) Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the foregoing is a true statement of the amount due to the said body corporate on its Mortgage Claim described in the foregoing Amended Statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said Amended Statement mentioned.

IN TESTIMONY WHEREOF WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

WALTER P. REESE
Walter P. Reese - Notary Public

Filed April 26, 1960

REPORT OF SALE OF REAL ESTATE
Filed May 10, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage,
vs.
WILLIAM C. MEYERS, III

: IN THE CIRCUIT COURT
:
: FOR
: QUEEN ANNE'S COUNTY
:
: IN EQUITY
:
: No. 4306
:
: : : : : : : :
: : : : : : : :

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Default having occurred in the terms of the Mortgage from WILLIAM C. MEYERS, III, unmarried, dated September 30, 1959, unto the AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51, Folio 34, etc., the undersigned Attorney Named in Mortgage, having authority to exercise the power of sale therein contained, in case of default, after docketing suit for foreclosure, and filing in this cause an Affidavit as to the Military Status of the defendant, and of all present owners of the premises, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a bond in the penalty of Eight Thousand Three Hundred (\$8,300.00) Dollars, with surety duly approved by the Clerk of this Court, did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 26, 1960, at 1:00 o'clock P.M. (Daylight Saving Time), and after having the auctioneer cry the sale for a considerable time, and after reading the advertisement of sale, did sell the mortgaged property to the aforementioned AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, it being then and there the highest bidder therefor, at and for the sum of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this 28th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage aforementioned, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Elsie Curtis, Notary Public

Filed May 10, 1960

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
 Filed May 10, 1960

WILLIAM F. PODLICH, Solicitor
 301 Meyerhoff Building
 Baltimore 1, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED FEE SIM-

PLE REAL ESTATE

SITUATED

On the West side of Ellicott Drive, South of Stevens Drive in Harborview, a development located in the 4th Election District of Queen Anne's County, Maryland.

 The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated September 30, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51, Folio 34, from William C. Meyers, III, unmarried, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will offer at public sale to the highest bidder, in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, on

Tuesday, April 26, 1960

At 1:00 o'clock P.M. (Daylight Saving Time) all the following described real estate, to wit:

ALL THE FOLLOWING described property in the Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 9, Block J of the lands of Chester Beach, Inc., called or known as HARBORVIEW, as more particularly shown on a Plat of HARBORVIEW by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, Folio 26, in fee simple.

Improved by a one story frame dwelling house, containing five rooms, plus one bath and one utility room.

The above described property will be sold subject to the conditions, restrictions, limitations and agreements of record affecting same.

TERMS OF SALE: Cash upon ratification of sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

All taxes and other public dues and charges are to be adjusted to date of sale. A cash deposit of \$500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from date of sale.

WILLIAM F. PODLICH
 Attorney Named in Mortgage

JOSEPH JACKSON, JR., Auctioneer.

4t-4-21

QUEEN ANNE'S RECORD-OBSERVER

 Centreville, Md., May 10, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's sale of valuable improved fee simple real estate in the case of William C. Meyers, III, unmarried, to Aurora Federal Savings and Loan Association - William F. Podlich, Solicitor a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of March 1960, and the last insertion on the 21st day of April, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed May 10, 1960

ORDER NISI
 Filed May 10, 1960

William F. Podlich, Attorney
 Named in Mortgage,

vs.

ORDER NISI ON SALE

William C. Meyers, III.

In the Circuit Court
 for Queen Anne's County

In Equity
 Cause No. 4306

ORDERED, this 10th day of May, 1960, that the sale of the real, property, made and reported in this cause by William F. Podlich, Attorney Named in Mortgage, be ratified and confirmed, on or after the 10th day of June, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd day of June, 1960.

The report states the amount of sales to be \$7,500.00.

T. SORDEN PIPPIN Clerk

Filed: May 10, 1960

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE
Filed June 9, 1960

ORDER NISI ON SALE

William F. Podlich, Attorney
Named in Mortgage,

vs.

William C. Meyers, III.

In the Circuit Court for
Queen Anne's County
In Equity

Cause No. 4306

ORDERED, this 10th day of May, 1960, that the sale of the real property, made and reported in this cause by William F. Podlich, Attorney Named in Mortgage, be ratified and confirmed, on or after the 10th day of June, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd day of June, 1960.

The report states the amount of sales to be \$7,500.00.

Filed: May 10, 1960.

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-5-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 9, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of William F. Podlich, Atty. named in Mortgage Vs. William C. Meyers, III a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 3rd day of June, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of May 1960, and the last insertion on the 26th day of May, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed June 9, 1960

FINAL ORDER OF RATIFICATION
Filed June 13, 1960

FINAL ORDER OF RATIFICATION

ORDERED this 10th day of June, 1960, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Equity, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Attorney Named in Mortgage, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the Attorney Named in the Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for, to the Auditor.

THOS. J. KEATING, Jr.
Judge

Filed June 13, 1960

AUDIT
Filed June 24, 1960

WILLIAM F. PODLICH
Attorney named in Mortgage

vs.

WILLIAM C. MEYERS, III

TO THE HONORABLE, THE JUDGES OF SAID COURT:

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4306

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully rerepresents:

1. That this account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs in this proceeding and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$1,600.97.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price and the adjustment of the fire insurance premium paid prior to foreclosure; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale, the audit nisi to be passed as to this audit, the vendor's share of 1960 state and county taxes on the realty sold herein, one half of the costs of the state and federal stamps for the deed of conveyance, his commissions for making said sale, as well as his fee as provided by said mortgage, and the fee of your auditor for stating this audit; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

June 22, 1960.

J. THOMAS CLARK
Auditor

Filed June 24, 1960

Cause No. 4306

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960		
Apr 26	By proceeds of the sale of land, per report of vendor, to wit:.....	\$7,500.00
	By interest on unpaid balance of purchase price from Apr. 26, 1960 to June 11, 1960, at legal rate, per statement of vendor, to wit:.....	53.67
	By adjustment of insurance premium, per statement of vendor, to wit:.....	15.00
		<u>\$7,568.67</u>

Dr.

To William F. Podlich, Attorney named in Mortgage (and Vendor), per terms of mortgage, as follows, to wit:	
1-His fee for his services.....	\$35.00
2-His commissions on \$7,553.67 for making sale	<u>527.68</u>
	\$562.68
To do., for an amount due T. Sorden Pippin, Clerk, for court costs of this cause, per statement of Clerk's exhibited, to wit:	
1-Costs of T. Sorden Pippin, Clerk..	\$28.00
2-Appearence fee of William F. Podlich, Attorney.....	<u>10.00</u>
	38.00
To do., for an amount due Bland, Dugan &McMillian, Inc., Agent for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:.....	16.60
To do., for amount paid J. A. Jackson, Jr., Auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:.....	25.00
To do., for an amount paid Queen Anne's Record-	

Observer, per its receipts for same exhibited,
to wit:

1-Costs of publishing advertisement of
sale.....\$79.76
2-Costs of publishing nisi of sale..... 12.00 91.76

To do., for an allowance for amount due as Vendor's
share of 1960 State and County taxes, per state-
ment of Vendor, to wit:-..... 32.56

To do., for an allowance for an amount due as
Vendor's share or one half of State and
Federal stamps for deed of conveyance, to wit:.. 8.25

June 22, 1960

J. THOMAS CLARK
Auditor

To do., for lcosts of publishing the audit
nisi to be published as to this audit in
the Queen Anne's Record-Observer, the sum of 10.00

To J. Thomas Clark, auditor, for stating this
audit, the sum of..... 45.00

To Aurora Federal Savings and Loan Association
as a partia payment on the indebtedness due
under terms of the mortgage foreclosed herein
in the sum of \$8,339.79, as per amended state-
ment of mortgage indebtedness filed in this
cause, the balance, or the sum of 6738.82

\$7568.67

\$7,568.67

June 22, 1960

J. THOMAS CLARK
Auditor

Filed June 24, 1960

NISI RATIFICATION OF AUDIT
Filed June 24, 1960

NISI RATIFICATION OF AUDIT

WILLIAM F. PODLICH,
Attorney Named in Mortgage,

vs.

William C. Meyers, III.

In The Circuit Court
for Queen Anne's County

In Equity

Cause No. 4306

ORDERED, this 24th day of June, 1960, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the
18th day of July, 1960, unless cause to the contrary thereof be previously shown; pro-
vided a copy of this order be inserted in some newspaper published in Queen Anne's
County, Maryland, once in each of two successive weeks before the 11th day of July,
1960.

T. SORDEN PIPPIN Clerk

Filed June 24, 1960

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed July 20, 1960

Nisi Ratification of Audit

WILLIAM F. PODLICH,
Attorney Named in Mortgage,

vs.

William C. Meyers, III

In the Circuit Court for
Queen Anne's County
In Equity

Cause No. 4306

ORDERED, this 24th day of June, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 18th day of July, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 11th day of July, 1960.

Filed: June 24, 1960

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

2-7-7

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 20, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of audit in the estate of Podlich vs. William C. Meyers, III a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 11th day of July, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of June 1960, and the last insertion on the 7th day of July, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed July 20, 1960

FINAL RATIFICATION OF AUDIT
Filed July 28, 1960

WILLIAM F. POCLICH
Attorney Named in Mortgage

VS

WILLIAM C. MEYERS, III

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4306

FINAL RATIFICATION OF AUDIT

ORDERED this 28th day of July, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and afore-going Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and William F. Podlich, Attorney Named in Mortgage, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS. J. KEATING, Jr.
Judge

Filed July 28, 1960

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of May, in the year nineteen hundred and sixty, the following Order to file Attached Mortgage and docket suit was brought to be recorded, to wit:-

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
William K. Hart and	*	QUEEN ANNE'S COUNTY
Arletta Hart, his wife	*	Equity No. <u>4315</u>
	*	

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. ALLEN MEZGER
H. Allen Mezger, Assignee

Filed May 12, 1960

MORTGAGE
Filed May 12, 1960

THIS MORTGAGE, Made this 25th day of March, in the year one thousand nine hundred and fifty-three, between WILLIAM K. HART AND ARLETTA M. HART, HIS WIFE, of the County of Queen Anne, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Twenty-one Thousand (\$21,000.00) Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Two Hundred Four Dollars and Ninety-three Cents (\$204.93) commencing on the tenth day of May 1953, and on the tenth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Fifth Election District, Queen Anne's County, Maryland, and described as follows:

BEGINNING at a concrete monument along the Mean High Water of Jackson Creek and a corner of the William W. Perry and Margaret E. Perry, his wife, lands and thence running by and with the Perry lands the following three (3) courses and distances: (1) South Thirty-seven (37) degrees and No (00) minutes West Three Hundred Seventy-four and Thirty-six One Hundredths (374.36) feet to a concrete monument; (2) thence South Fifty-three (53) degrees and No (00) minutes East One Hundred Seventy (170) feet to a concrete monument; (3) thence North Thirty-seven (37) degrees and No (00) minutes East Three Hundred Fifty and Fifty-eight One Hundredths (350.58) feet to a cross in the concrete Bulk Head along Jackson Creek; thence running along the Concrete Bulk Head the following two (2) courses and distances: (1) North Fifty-five (55) degrees and Twenty-five (25) minutes West Forty-nine and Thirty-two One Hundredths (49.32) feet to a cross in the Concrete Bulk Head; (2) thence North Fifteen (15) degrees and Thirty-five (35) minutes West Ninety-one and Forty-six One Hundredths (91.46) feet to a point along the concrete Bulk Head; thence running by and with the Mean High Water of Jackson Creek North Eighty-three (83) degrees Ten (10) minutes West Fifty-five and Three One Hundredths (55.03) feet to a concrete monument, the place of beginning, containing One and Two Hundred Eleven One - Thousandths (1.211) acres more or less, according to a survey made by Wirt D. Bartlett, Engineer and Surveyor, on the 26th day of October, 1952.

TOGETHER WITH the benefit of the right-of-way and easements granted unto the mortgagors herein by virtue of the deed hereinafter mentioned, but subject to the right-of-way reserved by William W. Perry and Margaret E. Perry, his wife, by virtue of the deed hereinafter mentioned.

BEING the same lot of ground which, by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, was granted and conveyed by William W. Perry and Margaret E. Perry, his wife, to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and

comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the tenth day of each and every month the sum of Twenty-five (\$25.00) Dollars for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, not to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred (\$100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. ALLEN MEZGER
H. Allen Mezger

WILLIAM K. HART (SEAL)
William K. Hart

ARLETTA M. HART (SEAL)
Arletta M. Hart

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

As witness my hand and Notarial Seal

JOSEPH J. BLIMLINE, Jr.
Joseph J. Blimline, Notary Public
Jr.

My Commission Expires May 1st, 1961.

Notary
Public
Seal.

MILITARY AFFIDAVIT
Filed June 13, 1960

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee

vs.

William K. Hart and

Arletta Hart, his wife

IN THE

CIRCUIT COURT OF QUEEN

ANNE'S COUNTY

Equity No. 4315

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President, Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

JOHN P. HELMER

By:

John P. Helmer, President

Corporate
Seal.

Subscribed and sworn to before me
this 10th day of June 1960

G. NORMAN MEDINGER

Notary Public G. Norman Medinger

Notary
Public
Seal.

Filed June 13, 1960

CERTIFIED COPY OF BOND
Filed June 13, 1960

Queen Anne's County, to wit: Be it remembered that on this Thirteenth day of June in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

Assignee's BOND

No. _____

Know all Men by these Presents:

THAT WE H. Allen Mezger of 200 W. Saratoga Street, Baltimore 2, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and No/100--- (\$15,000.00) -Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators,

successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of June in the year of our Lord nineteen hundred and sixty.

WHEREAS, the above bounden H. Allen Mezger by virtue of an assignment of a power contained in mortgage from William K. Hart and Arletta M. Hart, his wife to Arundel Federal Savings & Loan Association of Baltimore City dated March 25, 1953 and recorded in Liber TSP No. 9 folio 499 etc., one of the Land Record Books of Queen Anne's County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him by assignment of power in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered)
in the presence of (

ELIZABETH A. GUILDENER
Elizabeth A. Guildener

H. ALLEN MEZGER (SEAL)
H. Allen Mezger

MARYLAND CASUALTY COMPANY

By A. ROBINSON COHEE, JR.
A. Robinson Cohee, Attorney-in-Fact

ATTEST:

CAROL ARMSTRONG
Carol Armstrong

CORPORATE
SEAL.

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed June 13, 1960

T. SORDEN PIPPIN, Clerk

Certified Copy of original Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 33, a Bond Record Book for Queen Anne's County.

Circuit Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 13th day of June in the year nineteen hundred and sixty.

T. SORDEN PIPPIN

Clerk

Filed June 13, 1960

REPORT OF SALE
Filed June 22, 1960

H. ALLEN MEZGER, ASSIGNEE

vs.

WILLIAM K. HART and

ARLETTA HART, his wife

*
*
*
*
*
*
*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4315

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from William K. Hart and Arletta Hart, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in said mortgage dated March 25, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9, folio 499, which mortgage was duly assigned on May 4, 1960 to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Queen Anne's Record-Observed," a newspaper published in Queen Anne's County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, June 17th, 1960, at 2:00 o'clock p.m. (D.D.T.) attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Queen Anne's County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Charles W. Euler and Virginia W. Euler, his wife,

at and for the sum of Nine Thousand Five Hundred (\$9,500.00) Dollars, of which a deposit of Two Thousand Eight Hundred Sixty-one Dollars and Fifty-three cents (\$2,861.53) was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. ALLEN MEZGER (SEAL)
H. Allen Mezger, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of June, in the year One Thousand Nine Hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

JOSEPH J. BLIMLINE, Jr.

My Commission Expires May 1st, 1961.

Notary
Public
Seal.

Filed June 22, 1960

ORDER NISI
Filed June 22, 1960

ORDER NISI ON SALE

H. Allen Mezger, Assignee	)	In the Circuit Court
vs.	)	for Queen Anne's County
William K. Hart and	)	In Equity
Arletta Hart, his wife	)	Cause No. <u>4315</u>

ORDERED, this 22nd. day of June, 1960, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Assignee, be ratified and confirmed, on or after the 23rd, day of July, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th. day of July, 1960.

The report states the amount of sales to be \$9,500.00.

T. SORDEN PIPPIN Clerk

Filed June 22, 1960

CERTIFICATE OF PUBLICATION OF SALE
Filed Aug. 8, 1960

MEZGER & MEZGER
ATTORNEYS
20 West Saratoga Street
Baltimore 1, Maryland

ASSIGNEE'S MORTGAGE SALE OF
VALUABLE FEE SIMPLE
WATERFRONT PROPERTY

IMPROVED WITH A two story frame dwelling consisting of seven rooms and bath, hot air oil heat and carport with beach house and pier and bulkhead extending across the entire waterfront of 165 feet, more or less.

Situate on Jackson Creek (navigable) off U. S. Route 301 (formerly Route 50) containing 1.211 Acres of land, more or less, together with a 20 foot right of way leadin_ to the state highway, near Grasonville, Fifth Election District, Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated March 25th, 1953, from William K. Hart and Arletta M. Hart, his wife, said mortgage being duly recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 9, folio 499, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on; FRIDAY, JUNE 17, 1960 At 2:00 P.M., EDT, the following described property:

BEGINNING at a concrete monument along the Mean High Water of Jackson Creek and a corner of the William W. Perry and Margaret E. Perry, his wife, lands and thence running by and with the Perry lands the following three (3) courses and dis-

tances: (1) South thirty-seven degrees and no minutes West (S 37° 00' W), three hundred seventy-four and thirty-six one-hundredths (74.36) feet to a concrete monument; (2) thence South fifty-three degrees and no minutes East (S 53° 00' E), one hundred seventy and no tenths (170.00) feet to a concrete monument; (3) thence North thirty-seven degrees and no minutes East, (N 37° 00' E), three hundred fifty and fifty-eight one-hundredths (350.58) feet to a cross in the Concrete Bulk Head along Jackson Creek; thence running along the Concrete Bulk Head the following two (2) courses and distances: (1) North fifty-five degrees and twenty-five minutes West (N 55° 25' W) forty-nine and thirty-two one hundredths (49.32) feet to a cross in the Concrete Bulk Head; (2) thence North fifteen degrees and thirty-five minutes West (N 15° 35' W), ninety-one and forty-six one-hundredths (91.46) feet to a point along the Concrete Bulk Head; thence running by and with the Mean High Water of Jackson Creek North eighty-three degrees and ten minutes West (N 83° 10' W), fifty-five and three one-hundredths (55.03) feet to a concrete monument, the place of beginning....containing one and two eleven one-thousandths (1.211) acres, more or less, according to a survey made by Wirt D. Bartlett, Engineer and Surveyor, on the 26th day of October, nineteen hundred and fifty-two, and made a part hereof and recorded herewith.

The parties of the first part for themselves, their heirs, and assigns, hereby grant unto the parties of the second part, their heirs and assigns, a right-of-way 20 feet wide running southwesterly from the southwestern most line of the lot herein described in a southwesterly direction 479 feet, more or less, to the county road leading to Route No. 50, which said right-of-way is shown on the plat hereinbefore mentioned and made a part hereof; and unto any and all roads or lanes which now or may hereafter cross or intersect the aforesaid right-of-way; and also to the road paralleling Jackson Creek and running from the Jackson Creek Road to the Jackson Creek Landing Road and through the property herein described; reserving, however, to the Grantors herein and their heirs and assigns, a right-of-way over such portion of said road as passes through the herein described property.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER, Assignee

E. T. Newell & Co., Inc., Auctioneers

4t-6-16

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 5, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Mortgage Sale of Valuable Fee Simple Waterfront Property in the case of Mezger and Mezger, Attorneys vs. William K. Hart and Arletta M. Hart, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 17th day of June, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of May 1960, and the last insertion on the 16th day of June, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed Aug. 8, 1960

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Aug. 8, 1960

ORDER NISI ON SALE

H. Allen Mezger, Assignee
vs.
William K. Hart and
Arletta Hart, his wife

In the Circuit Court for
Queen Anne's County
In Equity

Cause No. 4315

ORDERED, this 22nd day of June, 1960, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Assignee, be ratified and confirmed, on or after the 24rd day of July, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of July, 1960.

The report states the amount of sales to be \$9,500.00.

Filed: June 22, 1960.

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-7-14

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 5, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby that the Order Nisi On Sale in the estate of H. Allen Mezger, Assignee vs. William K. Hart and Arletta Hart, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of June 1960, and the last insertion on the 14th day of July, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed Aug. 8, 1960

ORDER RATIFYING SALE

Filed Aug. 8, 1960

H. ALLEN MEZGER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM K. HART and	*	QUEEN ANNE'S COUNTY
ARLETTA HART, his wife	*	Equity No. 4315
	*	

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 8th day of August, 1960, that the report of sale, made and reported by the aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. DeWEESE CARTER
Judge.

Filed Aug. 8, 1960

AUDIT

Filed Aug. 29, 1960

H. ALLEN MEZGER, Assignee	In The Circuit Court for
vs.	Queen Anne's County
	In Equity
WILLIAM K. HART and	No. 4315
ARLETTA HART	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of H. Allen Mezger, Assignee (and Vendor) of the mortgage foreclosed in this cause, wherein it appears that the net proceeds are insufficient to pay the mortgage indebtedness leaving a deficiency in the sum of \$6,233.77.

2. That in the within account, the said vendor is charged with the proceeds of sale, and accrued interest on the unpaid balance of the purchase money, and thereafter allowed the following expenses, to wit: his fee for his services and his commissions for making the sale, his bond premium on the corporate surety bond filed in this cause, court costs, fee of the auctioneer for crying sale, the advertising costs of the notice of sale, the nisi of sale and the audit nisi to be passed as to this account, the fee of your auditor, the vendor's share of 1960 state and county taxes, and the balance was directed to be distributed to the said Vendor as a partial payment of said indebtedness.

Respectfully submitted,

J. THOMAS CLARK

J. Thomas Clark Auditor

August 26, 1960.

Filed Aug. 29, 1960

Cause No. 4315

The proceeds of the sale of real estate reported in this cause, in account with H. Allen Mezger, Assignee of the Mortgage foreclosed in these proceedings (and vendor of said land)

		Cr.	
1960			
June 17	By proceeds of the sale of land, per report of said vendor, to wit:-----		\$9,500.00
	By interest on unpaid portion of purchase price for one month twenty-five days, per settlement sheet, to wit:-----		\$ 60.85
	By gross proceeds for sale of land-----		<u>\$9,560.85</u>
Dr.			
1960			
June 17	To H. Allen Mezger, Assignee (and vendor), per terms of mortgage, as follows, to wit:-----		
	1. His fee for services-----	\$100.00	
	2. His commissions for making sale-----	<u>\$628.04</u>	
			\$728.04
	To do., for an amount due the Clerk of; this Court, per statement for same exhibited, to wit: Costs of T. Sorden Pippin, Clerk-----	\$ 28.00	
	Appearance fee of H. A. Mezger--	<u>\$ 10.00</u>	
			\$ 38.00
	To do., for an amount paid by Mezger & Mezger, Attorneys, for assignment of Mortgage for purposes of foreclosure, per receipt exhibited, to wit:-----		\$.75
	To do., for an amount paid Tongue, Brooks & Company, for premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit-----		60.00
	To do. for an amount paid E. T. Newell & Company, Inc., for fee paid auctioneer for crying said sale, per receipt for same exhibited, to wit:		250.00
	To do for amount paid <u>paid</u> E. T. Newell & Co., Inc. for advertising said sale in the Baltimore Sun, per its receipt exhibited, to wit-----		81.60
August 26, 1960			
	To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, as follows, to wit: 1-Costs of publishing advertisement of sale-----	\$110.00	
	2-Costs of publishing nisi of sale-----	<u>\$ 12.00</u>	
			\$122.00
	To do., for an amount paid/or due by Vendee for his share of 1960 State and County taxes, per settlement sheet, to wit;-----		\$109.55
	To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of-----		\$ 10.00
	To J. Thomas Clark, auditor, for stating this audit, the sum of-----		\$ 90.00
	To H. Allen Mezger, Assignee, as a partial payment due under terms of mortgage, per statement of debt filed herein in the sum of \$14,304.68, the balance or the sum of-----		<u>\$8070.91</u>
			<u>\$9,560.85</u>
			<u>\$9,560.85</u>

J. THOMAS CLARK
Auditor

August 26, 1960

J. THOMAS CLARK
Auditor

Filed Aug. 29, 1960

NISI RATIFICATION OF AUDIT
Filed Aug. 29, 1960

NISI RATIFICATION OF AUDIT

H. Allen Mezger, Assignee
vs.
William K. Hart and
Arletta Hart, his wife.

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4315

ORDERED, this 27th. day of August, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th. day of September, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 9th. day of September, 1960.

T. SORDEN PIPPIN Clerk

Filed August 27, 1960

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Oct. 10, 1960

NISI RATIFICATION OF AUDIT

H. Allen Mezger, Assignee
vs.
William K. Hart and
Arletta Hart, his wife.

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4315

ORDERED, this 27th day of August, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of September, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 9th day of September, 1960.

Filed: August 27, 1960.

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

2-9-8

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Maryland, October 8, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of audit in the _____ of H. Allen Mezger, Assignee Vs. William K. Hart and Arletta Hart, his wife. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 9th day of September, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of September 1960, and the last insertion on the 8th day of September, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS, Sec.

Filed Oct. 10, 1960

FINAL ORDER OF RATIFICATION OF AUDIT
 Filed Oct. 14, 1960

H. ALLEN MEZGER, ASSIGNEE

vs.

WILLIAM K. HART and

ARLETTA HART, his wife

*
*
*
*
*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4315

ORDER NISI FINAL ORDER

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 14th day of October, 1960, that the auditor's account, made and reported by the aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING, Jr.
 Judge

Filed Oct. 14, 1960

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of October, in the year nineteen hundred and sixty, the following Order to Docket Suit and Military Affidavit were brought to be recorded, to wit:-

WILLIAM F. PODLICH	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
301 AURORA FEDERAL BUILDING	:	FOR QUEEN ANNE'S COUNTY
BALTIMORE, 1, MARYLAND	:	
-vs-	:	IN EQUITY NO. 4344
FRED J. EISMEIER	:	
4 HAMPTON ROAD	:	
LINTHICUM, MARYLAND	:	
-and-	:	
JACOB HALSOR	:	
1110 HUBNER AVENUE	:	
BALTIMORE, 28, MARYLAND	:	

TO THOMAS SORDEN PIPPIN, CLERK:

Please docket suit for the foreclosure of the mortgage from FRED J. EISMEIER and JACOB HALSOR, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated February 4, 1959, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 46, Folio 78, default having occurred in the terms and provisions of said mortgage, and file in said cause a certified copy of the mortgage above referred to, marked "ATTORNEY'S EXHIBIT NO. 1."

WILLIAM F. PODLICH
William F. Podlich, Attorney
Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

THIS IS TO CERTIFY that on this 20th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney Named in Mortgage, and made oath in due form of law, that after diligent inquiry, it has been found that FRED J. EISMEIER and JACOB HALSOR, of the above addresses, respectively, who are the present owners of the real estate mentioned in the mortgage hereinabove referred to, are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor have they been in such service within three months prior hereto.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Notary
Public
Seal.

Filed Oct. 24, 1960

STATEMENT OF MORTGAGE CLAIM
Filed Oct. 24, 1960

WILLIAM F. PODLICH	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
FRED J. EISMEIER and	:	No.
JACOB HALSOR	:	

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage made to it by FRED J. EISMEIER and JACOB HALSOR, dated February 4, 1959, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 46, folio 78,

Original Loan	\$19,700.00	
Expense Account Deficit	<u>694.54</u>	\$20,394.54
Interest on unpaid principal of Mortgage Debt to January 22, 1961, at 6% (60 days beyond date of sale, per Art. 66 Sec. 8, 1957 Code - provided Auditor's Account is not ratified prior to January 22, 1961)		<u>2,152.77</u>
		\$22,547.31

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal.

By DWIGHT F. BRUNK
Dwight F. Brunk - Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the foregoing is a true Statement of the amount due to the said body corporate on its Mortgage Claim described in the foregoing Statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said Statement mentioned.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal.

ELSIE CURTIS.
Elsie Curtis - Notary Public

Notary
Public
Seal.

Filed Oct. 24, 1960

ATTORNEY'S EXHIBIT No. 1.
Filed Oct. 24, 1960

#41,883 LIBER 46 PAGE 78
RECEIVED FOR RECORD Feb. 6, 1959

Form No. 2 - CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

THIS MORTGAGE made this 4th day of February in the year one thousand nine hundred fifty-nine, between FRED J. EISMEIER and JACOB HALSOR, of Baltimore County, State of Maryland, Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of Nineteen Thousand Seven Hundred and 00/100 (\$19,700.00) Dollars, being cash money this day loaned and advanced by the latter to the former, part of which is being used for the purchase price of the property hereinafter described, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of One Hundred Forty-one and 15/100 (\$141.15) Dollars, on or before the -20th- day of each and every month, beginning on August 20th, 1959, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of six (6%) per cent per annum, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the completion of the construction of said improvements, interest at the rate of six (6%) per cent per annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than August 20th, 1959, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of six (6%) per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the sum of Nine Thousand and 00/100 (\$9,000.00) Dollars, in the completion of the construction of a one-story brick and frame dwelling house, upon the leasehold parcel(s) of land and premises hereinafter described, within six (6) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the

premises and of one dollar, the said FRED J. EISMEIER and JACOB HALSOR, do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all those two lot(s) of ground situate, lying and being in Fourth Election District of Queen Anne's County, in the State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 25 and 26, Block B, of the Lands of The Roman-coke Holding Company, called or known as the THIRD SECTION OF KENT ISLAND ESTATES, and being more particularly described and set forth on a Plat of said Lands, entitled "Second Edition of The Third Section of Kent Island Estates," by J. B. Metcalfe, Registered Surveyor, not dated, but recorded among the Land Records of Queen Anne's County on the 6th day of April, 1951, in Liber TSP No. 1, Folio 191.

BEING THE SAME lots of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from The Dixie Corporation unto the Mortgagors herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of Ninety (\$90.00) Dollars payable in even and equal half-yearly installments on the 4th days of February and August in each and every year; SUBJECT ALSO to the legal operation and effect of the restrictions, conditions, covenants and agreements set out and mentioned in a Deed dated October 25th, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 7, Folio 564, from Kent Island Holding Co., Inc., unto Chesapeake Bay Corporation, and Amended by Agreement, dated May 27, 1954 and recorded among theaforesaid, Land Records in Liber TSP No. 16, Folio 116, between Kent Island Holding Co., Inc., et al.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event of the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after de-

fault in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of Two Hundred dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there by), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

FRED J. EISMEIER (SEAL)
(Fred J. Eisméier)

ELSIE CURTIS
ELSIE CURTIS

JACOB HALSOR (SEAL)
(Jacob Halsor)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 4th day of February in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared FRED J. EISMEIER and JACOB HALSOR, the mortgagor(s), named in the foregoing mortgage and they acknowledged said mortgage to be their act.

At the same time also appeared, JOHN L. FISHER President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

My commission expires on May 4, 1959.

One-Five Dollar Fifth Cent
Int. Rev. Stamp. Endorsed W.F.P.

Two-Two Dollar Twenty Cent
Recordation Tax Stamp. Endorsed W.F.P.
2/6/59

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 46, folio 78, a Land Record Book for Queen Anne's County.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 24th day October in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

Filed Oct. 24, 1960

CERTIFIED COPY OF BOND
Filed Nov. 18, 1960

Queen Anne's County, to wit: Be it remembered that on this Eighteenth day of November in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

Bond
No. 16 1066 60

WILLIAM F. PODLICH, ATTORNEY
NAMED IN MORTGAGE

VS.

FRED J. EISMEIER AND
JACOB HALSOR

)
) BOND OF Attorney
)
) TO SELL Real Estate
(
(

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland, as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-Two Thousand Six Hundred and 00/100 Dollars (\$22,600.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of November, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Fred J. Eismeyer and Jacob Halsor to Aurora Federal Savings and Loan Association bearing date the 4th day of February, 1959 and recorded among the Land Records of Queen Anne's County in Liber TSP No. 46 Folio 78 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS
ELSIE CURTIS

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HOWARD J. McNAMARA
Howard J. McNamara
Attorney in fact.

Corporate
Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Nov. 18, 1960

T. Sorden Pippin Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 47, a Bond Record Book for Queen Anne's County.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 18th day of November in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed Nov. 29, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage

vs

FRED J. EISMEIER and
JACOB HALSOR

:
:
:
:
:
:
:
:
:
:

In The
CIRCUIT COURT
for
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4344

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Default having occurred in the terms of the Mortgage from FRED J. EISMEIER and JACOB HALSOR, dated February 4, 1959, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 46, Folio 78, etc., the undersigned Attorney Named in Mortgage, having authority to exercise the power of sale therein contained, in case of default, after docketing suit for foreclosure, and filing in this cause an Affidavit as to the Military Status of the defendants, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, and after filing in this cause a Bond in the penalty of Twenty-two Thousand, Six Hundred and 00/100 (\$22,600.00) Dollars, with surety duly approved by the Clerk of this Court, did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, November 22, 1960, at 1:30 o'clock P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the advertisement of sale, did sell the mortgaged property to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, it being then and there the highest bidder therefor, at and for the sum of Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars, upon the terms mentioned in said advertisement.

Said Attorney further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 28th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the Mortgage aforementioned, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Notary
Public
Seal.

Filed Nov. 29, 1960

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Nov. 29, 1960

WILLIAM F. PODLICH, Solicitor
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MARYLAND

ATTORNEY'S SALE

-OF-

VALUABLE IMPROVED
LEASEHOLD PROPERTY

SITUATED
ON BAY DRIVE, KENT ISLAND
KNOWN AS LOTS NOS. 25 AND 26, BLOCK B
THIRD SECTION OF KENT ISLAND ESTATES
FOURTH ELECTION DISTRICT OF
QUEEN ANNE'S COUNTY, MARYLAND

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage dated February 4, 1959, and recorded among the Land Records of Queen Anne's County, in Liber TSP No. 46, Folio 78, from FRED J. EISMEIER and JACOB HALSOR, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said mortgage being now in default, will offer at public sale to the highest bidder in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, NOVEMBER 22, 1960 at 1:00 o'clock P.M. all the following described property in the Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lots Nos. 25 and 26, Block B, of the Lands of The Romancoke Holding Company, called or known as the THIRD SECTION OF KENT ISLAND ESTATES, and being more particularly described and set forth on a Plat of said Lands, entitled "SECOND EDITION OF THE THIRD SECTION OF KENT ISLAND ESTATES," by J. B. Metcalfe, Registered Surveyor, not dated, but recorded among the Land Records of Queen Anne's County on the 6th day of April, 1951, in Liber TSP No. 1, Folio 191.

SUBJECT to an annual ground rent of Ninety (\$90.00) Dollars,

IMPROVED by a one-story masonry dwelling and carport, containing six rooms and two baths, and utility room.

The above described property will be sold subject to the restrictions, conditions, covenants and agreements set out and mentioned in a Deed dated October 25, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 7, Folio 564, from Kent Island Holding Co., Inc., unto Chesapeake Bay Corporation, and Amended by Agreement dated May 27, 1954, and recorded among the aforesaid Land Records in Liber TSP No. 16, Folio 116, between Kent Island Holding Co., Inc., et al.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

ALL taxes, ground rent and other public dues and charges are to be adjusted to date of sale. Cost of all Documentary Stamps to be paid by the purchaser. A cash deposit of \$500.00 will be required of the purchaser on the day of sale; balance of purchase price to bear interest at 6% from date of sale.

WILLIAM F. PODLICH
Attorney Named in Mortgage

JOSEPH JACKSON, JR., Auctioneer

4t-11-17

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 25, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of William F. Podlich, Attorney Named in Mortgage vs Fred J. Eismeier and Jacob Halsor a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 22nd day of November, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of October 1960, and the last insertion on the 17th day of November, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BETTY BISCOE

Filed Nov. 29, 1960

ORDER NISI
Filed Nov. 29, 1960

ORDER NISI ON SALE

William F. Podlich,
Attorney Named in Mortgage

vs.

Fred J. Eismeier and
Jacob Halsor

) In the Circuit Court
)
) for Queen Anne's County

) In Equity

) Cause No. 4344

ORDERED, this 29th. day of November, 1960, that the sale of the real property, made and reported in this cause by William F. Podlich, Attorney Named in Mortgage, be ratified and confirmed, on or after the 30th. day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd. day of December, 1960.

The report states the amount of sales to be \$12,500.00.

T. SORDEN PIPPIN Clerk

Filed Nov. 29, 1960

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Jan. 4, 1961

ORDER NISI ON SALE

William F. Podlich,
Attorney Named in Mortgage
vs.
Fred J. Eismeier and
Jacob Halsor

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4344

ORDERED, this 29th day of November, 1960, that the sale of the real property, made and reported in this cause by William F. Podlich, Attorney Named in Mortgage, be ratified and confirmed, on or after the 30th day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of December, 1960.

The report states the amount of sales to be \$12,500.00.

T. SORDEN PIPPIN, Clerk

Filed Nov. 29, 1960

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-12-15

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 4, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of William F. Podlich, Att. Named in Mort. vs. Fred J. Eismeier and Jacob Halsor Cause No. 4344 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of December 1960, and the last insertion on the 15th day of December, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA P. RATHALL

Filed Jan. 4, 1961

FINAL ORDER OF RATIFICATION

Filed Jan. 6, 1961

FINAL ORDER OF RATIFICATION

ORDERED this 6th day of January, 1961 by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Attorney Named in Mortgage, be and the same is hereby RATIFIED and CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding ORDER NISI, and the Attorney Named in Mortgage is allowed the usual commissions and such proper expenses, not personal as he shall produce vouchers for, to the Auditor.

THOS. J. KEATING, Jr.
Judge

Filed Jan. 6, 1961

AUDIT
Filed Jan. 14, 1961

William F. Podlich, Attorney
Named in Mortgage

vs.

Fred J. Eismeir, et al

In The Circuit Court For
Queen Anne's County
In Equity

No. 4344

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in these foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$11,216.66.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and the adjustment of state and county taxes paid prior to foreclosure; and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the vendors share of ground rent, his fee for his services and commissions, as per terms of said mortgage, the fee of your auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

January 11, 1961

Filed Jan. 14, 1961

Cause No. 4344

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960			
Nov. 22	By proceeds of the sale of land, per report of vendor, to wit:-----	\$12,500.00	
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----	90.00	
	By refund on adjustment of 1960 state and county taxes, per advertisement of sale and statement of vendor, to wit:-----	20.60	
	By gross proceeds of said sale, to wit:-----	\$12,610.60	

Dr.

To William F. Podlich, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$200.00	
2-His commissions for making sale, to wit:-----	<u>775.00</u>	\$975.00
To do., for an amount due T. Sorden Pippin, Clerk, for court costs in this cause, per statement of Clerk's ex- hibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk-----	\$28.00	
2-Appearance fee of Wm. F. Podlich, Attorney-----	<u>10.00</u>	38.00
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond filed in filed in this cause, per statement exhibited, to wit:-----		45.20
To do., for an amount paid J. A. Jackson, Jr., Auctioneer, for crying said sale, per receipt for the same exhibited, to wit:-		25.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing advertisement of sale-----	\$93.50	
2-Costs of publishing nisi of sale-----	<u>12.00</u>	105.50
To do., for an allowance to purchaser for current ground rent from 8/4/60 to 11/22/60, per statement of Vendor, to wit:-----		27.25

January 11, 1961

J. THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi
to be passed as to this audit in the Queen
Anne's Record-Observer, the sum of----- 10.00

To J. Thomas Clark, auditor, for stating
this audit, the sum of----- 54.00

To Aurora Federal Savings and Loan Association
as a partial payment on the indebtedness
due under terms of the mortgage foreclosed
herein in the sum of \$22,547.31, as per
statement of mortgage indebtedness filed
in this cause, the balance, or the sum
of-----11330.65

\$12610.60

\$12,610.60

J. THOMAS CLARK
Auditor

January 11, 1961

Filed Jan. 14, 1961

NISI RATIFICATION OF AUDIT
Filed Jan. 14, 1961

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney
Named in Mortgage

vs.

Fred J. Eismeir and Jacob
Halsor

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4344

ORDERED, this 14th. day of January, 1961, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd.
day of February, 1961, unless cause to the contrary thereof be previously shown; provid-
ed a copy of this order be inserted in some newspaper published in Queen Anne's County,
Maryland; once in each of two successive weeks before the 27th. day of January, 1961.

T. SORDEN PIPPIN Clerk

Filed January 14, 1961

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Feb. 7, 1961

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney
Named in Mortgage

vs.

Fred J. Eismeir and Jacob Halsor

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4344

ORDERED, this 14th day of January, 1961, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd
day of February, 1961, unless cause to the contrary thereof be previously shown; provid-
ed a copy of this order be inserted in some newspaper published in Queen Anne's County,
Maryland, once in each of two successive weeks before the 27th day of January, 1961.

T. SORDEN PIPPIN, Clerk

Filed January 14, 1961

True Copy
Test: T. SORDEN PIPPIN, Clerk

2t-1-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 6, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby
certify that the Nisi Ratification of Audit in the case/estate of Fred J. Eismeier et al
a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER,
a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland,

once a week for 2 successive weeks before the 27 day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of January 1961, and the last insertion on the 26th day of January, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 7, 1961

FINAL RATIFICATION OF AUDIT
Filed Feb. 7, 1961

WILLIAM F. PODLICH,
Attorney Named in Mortgage

VS

FRED J. EISMEIER, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4344

* * * * *

FINAL RATIFICATION OF AUDIT

ORDERED, this 7th day of February, 1961, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the within and foregoing Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and William F. Podlich, Attorney Named in Mortgage, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS. J. KEATING, Jr.
Judge

Filed Feb. 7, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Seventh day of September, in the year nineteen hundred and sixty one, the following Order to Docket Suit was brought to be recorded, to wit:-

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
WILLIAM GILMORE THOMAS AND	:	(In Equity)
BETTY ANN THOMAS, HIS WIFE	:	

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from William Gilmore Thomas and Betty Ann Thomas, his wife to Baltimore Federal Savings and Loan Association, dated December 22nd, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 19 folio 502.

WALTER S. CALWELL
Walter S. Calwell,
Attorney Named in Mortgage

Filed Sept. 27, 1960

PLAINTIFF'S EXHIBIT "A"
Filed Sept. 27, 1960

#35,441
RECEIVED FOR RECORD Dec. 29, 1954

LIBER 19 PAGE 502

MORTGAGE

THIS MORTGAGE, made this 22nd day of December, A.D. 1954, by and between WILLIAM GILMORE THOMAS and BETTY ANN THOMAS, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee, *is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND FIVE HUNDRED Dollars (\$9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-eight and $\frac{14}{100}$ ths Dollars (\$48.14), commencing on the first day of January, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1984. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Queen Anne's County, in the State of Maryland, to wit:

BEING known and designated as Lots Numbered Sixty-eight (68) and Sixty-nine (69) Calvert Road, Section 3, as laid out and shown on Plat of Marling Farms and Subdivision thereof dated August 3, 1953 and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103 and also on the recorded Plat of the same Subdivision recorded among said Land Records in Liber T.S.P. No. 16, folio 169.

BEING the same lots of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto were granted and conveyed by William E. Marling and Lillian B. Marling, his wife, to the herein named Mortgagors.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the follow-

ing described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

30" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In Default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and

deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings, and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature (s) and seal (s) of the Mortgagor(s) on the day and year first above written.

Witness:
JOHN R. HOLLAND, Jr.
JOHN R. HOLLAND, JR.

WILLIAM GILMORE THOMAS (SEAL)
William Gilmore Thomas
BETTY ANN THOMAS (SEAL)
Betty Ann Thomas

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 22nd day of December, 1954, before me,

the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Gilmore Thomas and Betty Ann Thomas, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

JOHN R. HOLLAND, Jr.
JOHN R. HOLLAND, JR. Notary Public.

Notary
Public
Seal.

*****For paper entitled Military Affidavit see below
paper entitled Certified Copy of Bond.

STATEMENT OF MORTGAGE DEBT
Filed Sept. 27, 1960

WALTER S. CALWELL,

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VS.

IN EQUITY

WILLIAM GILMORE THOMAS AND

BETTY ANN THOMAS, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from William Gilmore Thomas and Betty Ann Thomas, his wife to Baltimore Federal Savings and Loan Association dated the 22nd day of December 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 19 Folio 502.

Amount of Mortgage	\$9500.00
Less - amount paid on principal	<u>821.92</u>
	8678.08
Plus - interest to 10/19/60	<u>345.92</u>
	9024.00
Less - balance in expense account	<u>24.81</u>
	8999.19

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of September in the year nineteen hundred and sixty before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

CLARA M. LINK
Clara M. Link Notary Public

Filed Sept. 27, 1960

CERTIFIED COPY OF BOND
Filed Nov. 1, 1960

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this First day of November, in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

Attorney's Bond.

315804

NEW AMSTERDAM
Casualty Company

227 St. Paul Street
Baltimore, Md.

60 John Street
New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter S. Calwell - Baltimore Federal Building, Baltimore, Md, as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND 00/100 (\$9,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally firmly by these presents.

Sealed with our seals, and dated this 27th day of October in the year nineteen hundred and sixty.

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from William Gilmore Thomas and Betty Ann Thomas, his wife to the Baltimore Federal Svings and Loan Association bearing date the 22nd day of December nineteen hundred and fifty-four and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 19, Folio 502, and is about to sell the land and premises described in said Mortgage, Calvert Road - Marling Farms - Queen Anne's Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION are such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

WALTER S. CALWELL (SEAL)
Walter S. Calwell

NEW AMSTERDAM CASUALTY COMPANY

CLARA M. LINK
As to Surety

By R. H. NICHOL
R. H. Nichol Attorney-in-Fact

M. S. KRAUS
M. S. Kraus

Corporate
Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Nov. 1, 1960

T. SORDEN PIPPIN Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio, 43, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 1st day of November in the year nineteen hundred and sixty.

Circuit
Court
Seal.

T. SORDEN PIPPIN
Clerk

MILITARY AFFIDAVIT
Filed Sept. 27, 1960

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of September, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants William Gilmore Thomas and Betty Ann Thomas, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's source of information was the family of the Defendant

WALTER S. CALWELL
Walter S. Calwell

CLARA M. LINK
Clara M. Link - Notary Public

Notary
Public
Seal.

Filed Sept. 27, 1960

REPORT OF SALE
Filed Nov. 7, 1960

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Gilmore Thomas and Betty Ann Thomas, his wife, to Baltimore Federal Savings and Loan Association, dated December 22nd, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 19, folio 502 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on Wednesday, Nov. 2, 1960 at two P.M. All that fee simple lot of ground situate and lying in the Fourth Election District of Queen Anne's County, Maryland, at Marling Farms, on the east side of Calvert Road north of Dallam Road, having a frontage of 120 feet with a depth of 125 feet, and described as follows:-

BEING known and designated as Lots Numbered Sixty-eight (68) and Sixty-nine (69) Calvert Road, Section 3, as laid out and shown on Plat of Marling Farms and Subdivision thereof dated August 3, 1953 and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12, folio 103 and also on the recorded Plat of the same Subdivision recorded among said Land Records in Liber T.S.P. No. 16, folio 169.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and/or Utility Agreements, of record affecting the property.

The improvements consist of a one story frame, detached cottage, containing 6 rooms, 1 bath, oil fired floor furnace.

TERMS OF SALE--A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification sale by the Circuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage

W. J. Barcus, Jr., Auct.

4T-10-27

WALTER S. CALWELL,
Attorney Named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

WILLIAM GILMORE THOMAS AND
BETTY ANN THOMAS, HIS WIFE

QUEEN ANNE'S COUNTY

(In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 22nd, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 19 folio 502 from said William Gilmore Thomas and Betty Ann Thomas, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Queen Anne's Record-Observer" a newspaper published in Queen Anne's County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 2nd day of November, 1960 at two P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Queen Anne's County being known and designated as Lots Nos. 68 and 69, Calvert Road, Section 3, as laid out and shown on Plat of Marling Farms and Subdivision thereof, dated August 3, 1953 and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103; and also on the recorded Plat of the same Subdivision in Liber T.S.P. No. 16 folio 169; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Nine Thousand (\$9,000.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S. CALWELL
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of November, 1960 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

CLARA M. LINK
Clara M. Link, Notary Public

Filed Nov. 7, 1960

ORDER NISI ON SALE
Filed Nov. 7, 1960

ORDER NISI ON SALE

Walter S. Calwell,
Attorney Named in Mortgage

vs.

William Gilmore Thomas and
Betty Ann Thomas, his wife.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4338

ORDERED, this 7th. day of November, 1960, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 8th. day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st. day of December, 1960

The report states the amount of sales to be \$9,000.00.

T. SORDEN PIPPIN Clerk

Filed November 7, 1960

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Dec. 13, 1960

ORDER NISI ON SALE

Walter S. Calwell,
Attorney Named in Mortgage

vs.

William Gilmore Thomas and
Betty Ann Thomas, his wife.

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4338

ORDERED, this 7th day of November, 1960, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 8th day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of December, 1960.

The report states the amount of sales to be \$9,000.00.

T. SORDEN PIPPIN, Clerk

Filed November 7, 1960

True Copy
 Test: T. SORDEN PIPPIN, Clerk

3t-11-24

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 12, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on sale in the case of Walter S. Calwell, Att. named in mortgage vs. William Gilmore Thomas and Betty Ann Thomas, his wife Cause # 4338 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 1st day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of November 1960, and the last insertion on the 24th day of November, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed Dec. 13, 1960

ORDER RATIFYING SALE
 Filed Dec. 15, 1960

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	(In Equity)
WILLIAM GILMORE THOMAS AND BETTY ANN THOMAS, HIS WIFE	:	Cause No. 4338

ORDERED BY THE COURT, This 15th day of December, 1960, that the sale made and reported by the said Walter S. Calwell, Attorney Named in the Mortgage for the real estate described in the proceedings and reported by said Attorney to this Court on the 7th day of November, 1960, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING, Jr.
 Judge

Filed Dec. 15, 1960

AUDIT
 Filed Jan. 4, 1961

Walter S. Calwell, Attorney Named in Mortgage		In the Circuit Court For Queen Anne's County In Equity
vs.		
William Gilmore Thomas and Betty Ann Thomas, his wife		No. 4338

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Walter S. Calwell, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$816.81.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase money and the unused portion of 1960 state and county taxes; and allowed thereafter the following expenses of sale, to wit: court costs, bond premium of Vendor, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be published and passed as to this account, the vendor's notary costs, one half of the state and federal stamps for the deed of conveyance, his commissions for making sale in accordance with the terms of the mortgage, as well as, his fee for his services provided in said mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

December 29, 1960

J. THOMAS CLARK
Auditor

Filed Jan. 4, 1961

Cause No. 4338

The proceeds of the sale of real estate reported in this cause, in account with Walter S. Calwell, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1960			
Nov.2	By proceeds of the sale of land, per report of said vendor, to wit:-----		\$9,000.00
	By interest on unpaid balance of purchase money from November 2, 1960 to December 16, 1960, at legal rate, per statement of vendor, to wit:-----		66.00
	By Vendee's share of 1960 taxes on realty, per terms of sale and statement of Vendor-----		16.70
	By gross proceeds of sale, to wit:-----		<u>\$9,082.70</u>

Dr.

	To Walter S. Calwell, Attorney named in mortgage, (and vendor), per terms of mortgage, as follows, to wit:		
	1-His fee for his services -----	\$50.00	
	2-His commissions for making sale on sum of \$9,066.00 -----	603.30	\$653.30
	To do., for an amount due T. Sorden Pippin, Clerk, for court costs of this cause, per statement of Clerk's exhibited, to wit:		
	1-Costs of T. Sorden Pippin, Clerk-----	\$28.00	
	2-Appearance fee of W. S. Calwell, Atty-----	10.00	38.00
	To do., for an amount paid Gorges & Co, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit:-----		36.00
	To do., for an amount paid W. J. Barcus, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:-----		35.00
	To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
	1-Costs of publishing advertisement of sale-----	\$50.87	
	2-Costs of publishing nisi of sale-----	12.00	62.87
	To do., for an amount due for notary fees per this proceeding, per statement of vendor's exhibited, to wit:-----		1.25
	To do., for an allowance due Vendor for one half of federal and state stamps for deed of conveyance, per statement of vendor and advertisement of sale, to wit:-----		9.90

December 29, 1960

J. THOMAS CLARK
Auditor

	To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of-----		10.00
	To J. Thomas Clark, auditor, for stating this audit, the sum of-----		54.00
	To Baltimore Federal Savings and Loan Association, as a partial payment on the indebtedness due under the terms of the mortgage foreclosed in these proceedings in the sum of \$8999.19, as per statement of debt filed in this cause, the balance or the sum of-----		8182.38
			<u>\$9082.70</u>
			<u>\$9,082.70</u>

December 29, 1960

J. THOMAS CLARK
Auditor

Filed Jan. 4, 1961

NISI RATIFICATION OF AUDIT
Filed Jan. 4, 1961

NISI RATIFICATION OF AUDIT

Walter S. Calwell,
Attorney Named in Mortgage

vs.

William Gilmore Thomas and
Betty Ann Thomas, his wife.

In the Circuit Court
for Queen Anne's County
in Equity

Cause No. 4338

ORDERED, this 4th day of January, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 20th day of January, 1961.

T. SORDEN PIPPIN Clerk

Filed January 4, 1961

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.
Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Walter S. Calwell
Attorney Named in Mortgage

vs.

William Gilmore Thomas and
Betty Ann Thomas, his wife

In the Circuit Court
for Queen Anne's County
in Equity

Cause No. 4338

ORDERED, this 4th day of January, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 20th day of January, 1961.

T. SORDEN PIPPIN, Clerk

Filed: January 4, 1961.

True Copy
Test: T. SORDEN PIPPIN, Clerk

2t-1-19

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 13, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of William Gilmore Thomas a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 20th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of January 1961, and the last insertion on the 19th day of January, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 14, 1961

ORDER OF RATIFICATION
Filed Feb. 20, 1961

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

WILLIAM GILMORE THOMAS AND
BETTY ANN THOMAS, HIS WIFE

:
:
:

In Equity
Cause No. 4338

ORDERED by the Court, this 20th day of February, 1961 that the Report and account of the Auditor made and filed in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order Nisi passed in this cause, and the Attorney is directed to apply the proceeds accordingly.

THOS. J. KEATING, Jr.
Judge

Filed Feb.20, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-Fifth day of January in the year nineteen hundred and thirty, the following Petition For The Appointment Of A Trustee For The Sale Of "Mecklenburgh", under Cause No. 807, was brought to be recorded, to Wit:-

THOMAS D. FRANCE,
Plaintiff,

vs.

MARY ELIZABETH FRANCE,
BERTHA FRANCE and
JOHN FRANCE, infants, and
FLORENCE FRANCE, widow,
Defendants.

In the Circuit Court for
Queen Anne's County
in Equity.

No. 807.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary Elizabeth France Mason (formerly Mary Elizabeth France) and Bertha France, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the proceedings in this cause the commissioners appointed to value and divide the real estate of John France, late of Queen Anne's County, State of Maryland, made their return, with accompanying "Exhibits 1, 2 and 3", on the 2nd day of Novemner, 1885, wherein, among other things, they laid off, allotted and assigned to the said Florence France, widow of the said John France, as and for her dower the farm, called "Mecklenburgh", which said return of said commissioners was, on the 9th day of November, 1885, ratified and confirmed by this Court.

2. That as will further appear by reference to said proceedings the said farm, called "Mecklenburgh", fully described in said "Exhibit No. 2", comprises:

ALL that tract, part of a tract or parcel of land, called "Mecklenburgh", lying upon Island Creek, in Queen Anne's County aforesaid, and described in a deed of conveyance thereof from Joseph France and others to the said John France, bearing date the 12th day of November, 1872, and recorded in Liber J. W. No. 3, folios 546, etc., a land record book for Queen Anne's County aforesaid, and contains 150 acres, 3 roods and 35 perches of land, more or less.

3. That as will further appear by reference to said proceedings the said John France left surviving him, besides his widow, the said Florence France, four children and heirs at law, namely, Thomas D. France, the said Mary Elizabeth France Mason, one of your Petitioners, the said Bertha France, the other of your Petitioners, and John France.

4. That as will further appear by reference to said proceedings the said Thomas D. France, eldest son of the said John France, deceased, elected to take the remaining real estate of the said John France, deceased, consisting of the farm, known as "The North West Point Farm", and the tract of woodland, called "Mount Mill", fully described, respectively, in "Exhibits 1 and 3", and this Court, by its decree passed on the 10th day of November, 1885, decreed, among other things, that the said Thomas D. France was entitled to and was thereby permitted to take said farm, known as "The North West Point Farm", and said tract of woodland, called "Mount Mill", (referred to in said decree as Part No. 2 of said real estate) at the valuation fixed by said commissioners.

5. That as will further appear by reference to said proceedings this Court, by its said decree passed on the said 10th day of November, 1885, further decreed as follows, that is to said:

"The three remaining children and heirs at law (meaning your Petitioners and the said John France, infant, now deceased) being infants under twenty one years and unable therefore to exercise the right of election and the farm called "Mecklenburgh" described in Exhibit No. 2 accompanying the return of the commissioners having been assigned and allotted to Florence France, widow of John France, as her dower in all his lands and said assignment of dower having been confirmed by this Court in its order heretofore passed in this cause confirming and ratifying said return of commissioners all further proceedings in relation thereto are hereby stayed for the present".

6. That no further proceedings in relation to said farm called "Mecklenburgh" have ever been taken from the date of said decree up to the filing of this Petition.

7. That the said John France, infant, departed this life sometime in the year 1886, leaving surviving him your Petitioner, the said Mary Elizabeth France Mason and Bertha France, his sisters of the whole blood, and the said Thomas D. France, his brother of the half blood.

8. That the said Thomas D. France departed this life, intestate, sometime in the year 1918, leaving surviving him as his only heirs at law two daughters, namely, M. Adele France and Emma France Porter, who intermarried with Albert Henry Porter.

9. That the said Florence France departed this life sometime in the year nineteen hundred and twenty nine.

10. That your Petitioners do hereby refuse to take the remaining part of the real estate of the said John France, deceased, which, in the return of said commissioners, is designated as "Part 1", (and described in this Petition as "Mecklenburgh"), at the valuation of \$1,800.00 (subject to the widow's dower, which no longer exists) made by said commissioners.

11. That your Petitioners are advised that they are now entitled to apply to this Court for the appointment of a Trustee to make sale of said tract of land or farm,

called "Mecklenburgh", containing 150 acres, 3 roods and 35 perches of land, more or less, for the purpose of a partition of the proceeds arising from the sale thereof among the parties entitled thereto.

12. That your Petitioner, Mary Elizabeth France Mason, is a widow, and adult and resides in Queen Anne's County aforesaid.

13. That your Petitioner, Bertha France, is an adult and resides in Queen Anne's County aforesaid.

14. That the said M. Adele France is an adult and resides in St. Mary's County, State of Maryland.

15. That the said Emma France Porter and Albert Henry Porter, her husband, are adults and reside at 1682 Kenmore Place, Brooklyn, New York.

16. That the said M. Adele France and Emma France Porter and Albert Henry Porter, her husband, are represented by Charles L. Merriken of 224 St. Paul Street, Baltimore, Maryland, who will admit service for them.

Your Petitioners, therefore, pray this Honorable Court to pass a decree directing a sale of said tract of land or farm, called "Mecklenburgh" for the purpose of a partition of the proceeds arising from the sale thereof among the parties entitled thereto; and appointing a Trustee to make sale thereof under the direction of this Court; and that your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.,

HARPER & HORNEY
Solicitors for Petitioners.

Filed Jany. 25th 1930.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 28th day of January, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that M. Adele France and Emma France Porter and Albert Henry Porter, her husband, be and they are hereby directed to show cause, if any they have, on or before the 28th day of February, nineteen hundred and thirty, why the decree prayed for in said foregoing Petition ought not to be passed as prayed, provided a copy of this order and the foregoing Petition be served on the said M. Adele France and Emma France Porter and Albert Henry Porter, her husband, or Charles L. Merriken, their attorney, on or before the 11th day of February, nineteen hundred and thirty.

LEWIN W. WICKES

Filed January 28th 1930.

ORDER FOR APPEARANCE

Filed February 4, 1930

THOMAS D. FRANCE : IN THE CIRCUIT COURT FOR
VS. : QUEEN ANNE'S COUNTY
MARY ELIZABETH FRANCE, et al. : IN EQUITY
: No. 807.

Mr. Clerk:-

Please enter my appearance for M. Adele France, Emma France Porter and Albert H. Porter, Defendants named in the Petition filed herein on or about January 25th, 1930.

CHAS L MERRIKEN
Attorney for Defendants.

ANSWER OF M. ADELE FRANCE, EMMA FRANCE PORTER and ALBERT H. PORTER to Petition

Filed February 4th 1930

THOMAS D. FRANCE, : IN THE CIRCUIT COURT FOR
Plaintiff. : QUEEN ANNE'S COUNTY
VS. : IN EQUITY.

MARY ELIZABETH FRANCE, :
 BERTHA FRANCE and :
 JOHN FRANCE, infants, and :
 FLORENCE FRANCE, widow, :
 Defendants. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and separate answer of M. Adele France, Emma France Porter and Albert H. Porter to the Petition filed herein on or about the 25th day of January, 1930, respectfully represents unto your Honors:-

FIRST: These respondents have no personal knowledge of the matters alleged in the first paragraph of said Petition but assume the same to be correct.

SECOND: These respondents admit the allegations contained in the second paragraph of said Petition.

THIRD: Answering the allegations contained in the third paragraph of said Petition, these respondents aver that the said Thomas D. France departed this life in or about the year 1918, leaving surviving him as his only next of kin and heirs at law, the respondents, M. Adele France and Emma France Porter; and these respondents admit the remaining allegations in said third paragraph contained.

FOURTH: These respondents have no personal knowledge of the matters alleged in the fourth, fifth and sixth paragraphs of said Petition, but the same being matters of record, these respondents assume said allegations to be true.

FIFTH: These respondents admit the allegations contained in the seventh, eighth and ninth paragraphs of said Petition.

SIXTH: These respondents neither admit nor deny the allegations contained in the tenth paragraph of said Petition.

SEVENTH: These respondents admit the allegations contained in the eleventh, twelfth, thirteenth, fourteenth, fifteenth and sixteenth paragraphs of said Petition.

EIGHTH: And finally these respondents consent to the passage of such decree as the Court may deem proper to pass in the premises.

AND AS IN DUTY, etc.

CHARLES L. MERRIKEN
 Solicitor for Respondents.

CERTIFIED COPY OF BOND

Queen Anne's County, to wit: Be it remembered that on the eighteenth day of April, in the year 1930, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY? TO WIT:-

KNOW ALL MEN BY THESE PRESENTS, that we, Charles L. Merriken, of Baltimore City, State of Maryland, William R. Horney of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY FIVE HUNDRED DOLLARS (\$2500.00) current money of the United States, to be paid to the said State of Maryland, or its certain attorney to which payment will and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this fifteenth day of April, in the year nineteen hundred and thirty;

WHEREAS, the above bounden Charles L. Merriken and William R. Horney, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, have been appointed Trustees to sell the real estate called "Mecklenburgh" mentioned in the proceedings in the case of Thomas D. France vs. Mary Elizabeth France, et al", being Cause No. 807 now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Charles L. Merriken and William R. Horney do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in all full force and virtue in law.

Signed, sealed and delivered in the presence of:

Minna D. Grolman
 Hilda T. Seward

Charles L. Merriken (SEAL)
 William R. Horney (SEAL)

United States Fidelity and Guaranty Company.
 By William R. Horney
 Its attorney in fact.
 Seal's Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-
 Security approved and Bond filed April 18th. 1930.
 B. Hackett Turner, Clerk.

STATE OF MARYLAND? QUEEN ANNE'S COUNTY? TO WIT:-

I hereby certify that the foregoing is truly taken and copied from Liber B.H.T. No. 1, fol 75, a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 18th. day of April, in the year 1930.

B. HACKETT TURNER

Clerk.

Clerk's
Seal

PETITION FOR THE ALLOWANCE OF
A COUNSEL FEE

Filed July 10, 1930

THOMAS D. FRANCE,

vs.

MARY ELIZABETH FRANCE, ET AL.

In the Circuit Court for
Queen Anne's County
in Equity.

Cause No. 807.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harper and Horney, to your Honors, respectfully shows:

That as attorneys for the Petitioners, they prepared the Petition and the other papers necessary to be filed in the above cause and conducted the proceedings in said cause up to the final decree passed therein; and that they rendered legal assistance to the Trustees, Charles L. Merriken and William R. Horney, in the proceedings subsequent to said decree, including the preparation of the Trustees' bond, the advertisement and report of sale, and other papers.

Your Petitioners, therefore, pray this Honorable Court to pass an order allowing them a reasonable counsel fee for the legal services rendered by them as attorneys as aforesaid, the same to be paid by the said Trustees out of the proceeds of the sale made under the proceedings in this cause.

And as in duty bound, etc.,

HARPER & HORNEY

Filed July 10th, 1930

DECREE FOR SALE OF "MECKLENBURGH"

Filed March 6, 1930

THOMAS D. FRANCE,

VS.

MARY ELIZABETH FRANCE, ET AL.

In the Circuit Court for
Queen Anne's County
in Equity

Cause No. 807.

DECREE

Upon the Petition of Mary Elizabeth France Mason and Bertha France filed in this cause on the 25th day of January, 1930, and the Answer of M. Adele France and Emma France Porter and Albert H. Porter, her husband, filed in said cause on the 4th day of February, 1930, IT IS ADJUDGED, ORDERED AND DECREED, this 5th day of March, 1930, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that the tract of land or farm, called "Mecklenburgh" mentioned in these proceedings be sold; that Charles L. Merriken and William R. Horney, be and they are hereby appointed Trustees to make said sale; and that the course and manner of these proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, in the penalty (if corporate surety be given) of twenty five hundred Dollars (\$2500.00), otherwise in double said amount conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' precious notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County, Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be the sum of Five Hundred Dollars (\$500.00) in cash on the day of sale, and the balance in two equal installments payable, respectively, in six and twelve months from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from day of sale and to be secured to the satisfaction of the Trustees, and, as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; and, on

seal, the day and year last above written:

NOTARY
PUBLIC
SEAL

MINNA D. GROLMAN
Notary Public.

STATE OF MARYLAND,)
) TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY that on this 1st day of May, in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the Trustees above mentioned and made oath in due form of law that the matters and things stated in the foregoing REPORT OF SALE are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

B HACKETT TURNER
Clerk.

\$3,850.00

"EXHIBIT A"

Filed May 1, 1930

PUBLIC SALE
OF VALUABLE
FARM
IN WILMER NECK

The undersigned Trustees, by virtue of a decree of the Circuit Court for Queen Annes County in Equity, passed the 5 day of March, 1930, in the case of "Thomas D. France vs. Mary Elizabeth France, et al." Chancery Cause No. 807, will sell at public sale to the highest bidder in front of the Court House Door in the town of Centreville, Queen Annts County, Maryland, on

TUESDAY, APRIL 29th, 1930

commencing at 1:30 o'clock, p.m. the following described real estate, to wit:

ALL that tract, part of a tract or parcel of land, called 'Mecklenburgh,' lying upon Island Creek, in Queen Anne's County aforesaid, and described in a deed of conveyance thereof from Joseph France and others to John France, bearing date the 12th day of November, 1872, and recorded in Liber J.W. No. 3, folios 546, etc., a land record book for Queen Annes County aforesaid, and containing 150 acres, 3 roods and 35 perches of land, more or less.

The improvements consist of a dwelling, barns and other outbuildings in fair condition.

There is an excellent stand of timber ready to be cut.

TERMS OF SALE -As prescribed by the decree: The sum of \$500.00 in cash on the day of sale, and the balance in two equal installments payable, respectively, in six and twelve months from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from day of sale and to be secured to the satisfaction of the Trustees. Gurther particulars will be made known on the day of sale.

CHARLES L. MERRIKEN,
WILLIAM R. HORNEY, Trustees

C. L. & F. M. MERRIKEN,
HARPER & HORNEY, Attorneys.
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., April 29, 1930

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Public Sale in the case of Thomas D France vs. Mary Elizabeth France, et al, Chancery #807 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 29th day of April in the year 1930

THE CENTREVILLE OBSERVER
PUBLISHING CO.

By MARGARET E. DURNEY

"EXHIBIT A "

ORDER NISI

Filed May 1, 1930

NISI

Thomas D. France.
Plaintiff.

VS.

Mary Elizabeth France
Bertha France and
John France, infants and
Florence France, widow,
Defendants.

) In the Circuit Court

) For Queen Anne's County

) In Equity

) Chancery No. 807

ORDERED, This 1st. day of May, A.D., 1930, that the sale of the real estate made and reported in this cause by Charles L. Merriken & William R. Horney, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of July, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 9th. day of June, next.

The Report states the amount of sales to be \$3,850.00

B. HACKETT TURNER Clerk.

Filed May 1st. 1930.

COPY OF NISI TO
THE CENTREVILLE OBSERVER

Filed July 10, 1930

NISI.

THOMAS D. FRANCE, PLAINTIFF
vs.
MARY ELIZABETH FRANCE, BER-
THE FRANCE AND JOHN FRANCE
INFANTS, AND FLORENCE
FRANCE, WIDOW, DEFENDANTS.

IN THE CIRCUIT COURT FOR
QUEEN ANNES COUNTY
IN EQUITY

CHANCERY NO. 807

ORDERED, This 1st day of May, A.D., 1930, that the sale of the real estate made and reported in this cause by Charles L. Merriken and William R. Horney, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of July, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 9th day of June, next.

The Report states the amount of sale to be \$3,850.00

B. HACKETT TURNER, Clerk.

True Copy-Test:

B. HACKETT TURNER, Clerk.

Filed, May 1st, 1930

THE CENTREVILLE OBSERVER

Centreville, Md. July 10th. 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the NISI in the case of Thomas D. France vs. Mary Elizabeth France, et al., a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 9th day of June in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING
CO.

By MARGARET E. DURNEY

Filed July 10, 1930

CERTIFICATE OF CLERK

Filed July 10, 1930

CERTIFICATE OF CLERK

I, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, do

REPORT AND ACCOUNT OF AUDITOR

Filed October 15, 1930

In the Circuit Court for Queen Anne's County, in Equity.

Thomas D. France,)	
vs.	(	Cause No. 807.
Mary Elizabeth France.)	

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

1. That it appears from the proceedings had in this cause as follows:
 - a. That one John France died in 1885; that he left a tract of land called "Mecklenburgh" conveyed to him November 12, 1872; another tract of same name and a tract of woodland conveyed to him on August 7, 1875 (these two tracts are hereinafter called "Northwest Point"); that he left surviving him a widow, Florence France and as his heirs at law four children, Thomas D. France, Mary Elizabeth France, Bertha France and John France (see Bill of Complaint).
 - b. That Thomas D. France took by election the tract so called "North-west Point" and the tract called "Mecklenburgh" was awarded unto Florence France for her dower in said land (see final order filed 10 November, 1885).
 - c. That John France died in 1886, leaving as his only heirs at law said Mary Elizabeth France, who later became Mary Elizabeth Mason by which name she is now known, Bertha France and Thomas D. France (see petition filed January 25, 1930).
 - d. That Thomas D. France died in 1918, leaving as his only heirs at law two daughters, M. Adele France and Emma France Porter (see last mentioned petition).
 - e. That Florence France, widow, life tenant of the tract called "Mecklenburgh" died in 1929 (see last mentioned petition).
 - f. That when "Mecklenburgh" was awarded as aforesaid unto Florence France it was owned equally by Thomas D. France, Mary Elizabeth France Mason, Bertha France and John France; that on the death of John France his interest descended unto Thomas D. France, Mary Elizabeth France Mason and Bertha France; that on the death of Thomas D. France his interest descended unto his two daughters; so that on the death of Florence France, the life tenant, and at the time of the decree passed March 5, 1930, "Mecklenburgh" was owned by M. Adele France to the extent of one-sixth part, by Emma France Porter to the same extent, by Mary Elizabeth France Mason to the extent of one-third part and by Bertha France to the extent of one-third part and the auditor assumes that the said land was, by the decree of March 5, 1930, decreed to be sold for the purpose of partition of the proceeds of the sale among the parties according to their said ownership.
2. That in the within account Charles L. Merriken and William R. Horney, the trustees named in the decree, are charged with the gross proceeds of the sale by then, per their report filed and are then thereout allowed their commissions for making the sale, per rule of court, their expenses incident to the sale and the costs of this cause and the fee of the auditor and the balance remaining after these allowances is the amount to be divided among the parties owning the land above set forth and divided between them by the within account according to their respective rights.

Which is respectively submitted.

October 14, 1930

MADISON BROWN

auditor.

Cause No. 807.

The proceeds of the sale of the tract of land called "Mecklenburgh" decreed to be sold by the decree of this cause of March 5, 1930, of M. Adele France and others mentioned below in account with Charles L. Merriken and William R. Horney, the trustees appointed by said decree to sell said land.

CR.

1930,
April

29.	By the amount of the gross proceeds of sale of said real estate per report of sale filed, to wit: the sum of	\$3,850.00
-----	--	------------

DR.

To Charles L. Merriken and William R. Horney, trustees for their commissions for making sale per ruly of court, to wit: the sum of	\$	199.00
--	----	--------

To do., for court costs of suit per Clerk's statement as follows:		
Costs of B. H. Turner, Clerk, pd.	\$24.80	
Appearance fee of Harper and Horney, Merriken and Merriken,	10.00	
	<u>10.00</u>	44.80

To do., for the costs of their bonds filed herein per accounts for same exhibited, receipted, to wit:	11.55	
To do., for the amount paid to J. E. Anthony for crying the sale as auctioneer per receipt exhibited, to wit: the sum of	25.00	
To do., for costs of advertising in Centreville Observer		
Notice of sale	\$33.75	
Order nisi as to sale	5.00	
Order nisi as to this audit	<u>3.00</u>	41.75
per account for same receipted		
To Madison Brown, auditor, for stating this account, to wit: the sum of	13.50	
To balance, being net proceeds of the sale, carried forward, to wit: sum of	3,514.40	
	<u>\$3,850.00</u>	<u>\$3,850.00</u>

Cause No. 807.

DISTRIBUTION OF NET PROCEEDS OF SALE.

DR.

By balance brought forward, to wit: the sum of	\$3,514.40
--	------------

DR.

To N. Adele France, daughter of Thomas D. France, deceased, 1/2 of 1/3 of said balance, to wit:	\$ 585.74	
To Emma France Porter, daughter of Thomas D. France, deceased, 1/2 of 1/3 of said balance, to wit:	585.74	
To Mary Elizabeth France Mason, daughter of John France, deceased, 1/3 of said balance, to wit:	1,171.46	
To Bertha France, daughter of John France, deceased, 1/3 of said balance, to wit:	1,171.46	
	<u>\$3,514.40</u>	<u>\$3,514.40</u>

October 14, 1930.

MADISON BROWN

auditor.

NISI GIVEN TO OBSERVER

Filed October 15, 1930

NISI RATIFICATION OF AUDIT

<u>Thomas D. France</u>	) ( )	In the Circuit Court
VS.		For Queen Anne's County
<u>Mary Elizabeth France, et al.</u>		In Equity
		Case No. <u>807</u>

ORDERED, This 15th. day of October, in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th. day of November 1930; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of October, 1930 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER Clerk

Filed Oct. 15th. 1930

CERTIFICATE OF PUBLICATION
NISI RATIFICATION OF AUDIT

Filed Nov. 8, 1930

NISI RATIFICATION OF AUDIT

THOMAS D. FRANCE
vs.

MARY ELIZABETH FRANCE, ET AL.

IN THE CIRCUIT COURT FOR
QUEEN ANNES COUNTY
IN EQUITY

Case No. 807

ORDERED, This 15th day of October, in the year nineteen hundred and thirty that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 7th day of November, 1930; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of October, 1930, in some newspaper printed and published in Queen Annes County.

True Copy Test:-

B. HACKETT TURNER, Clerk.

Filed Oct. 15th, 1930.

B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md., November 8, 1930
THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Thomas D. France vs Mary Elizabeth France, et al a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 16th day of Oct, 1930, being more than two weeks before the 31st day of Oct. 1930.

THE CENTREVILLE OBSERVER
PUBLISHING CO.

By MARGARET E. DURNEY

Filed Nov. 8th, 1930

ORDER OF COURT RATIFYING AUDIT

Filed Nov. 15, 1930

THOMAS D. FRANCE,

vs.

MARY ELIZABETH FRANCE, ET AL.

In the Circuit Court for
Queen Anne's County
in Equity

Cause No. 807.

ORDERED, this 8th day of November, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the previous order of Ratification Nisi passed thereon in this cause, and the Trusteed, Charles L. Merriken and William R. Horney, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustees.

LEWIN W. WICKES

Filed Nov. 15th 1930

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of June in the year eighteen hundred and eighty-eight, the following Bill of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend and husband Benjamin A. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson,

Plaintiff,

vs

James P. Parrott, Mollie P. McFeely, formerly Mollie P. Parrott, Margaret E. Thornton formerly Margaret E. Parrott, Henry L. Thornton, Mabel E. Thornton, F Fletcher P. Thornton, Lizzie McFeely, Rachel M. McFeely Fannie B. McFeely and Jane P. McFeely,

Defendants.

To the Honorable the Judges of said Court:

Your Oratrices, Ethlin Wright by his next friend and husband Benjamin W. Wright, and Emma P. Simpson by her next friend and husband Walter B. Simpson, complaining say;

1st That Rachel Margaret Parrott, late of Queen Anne's County, State of Maryland, deceased, departed this life seized and possessed in fee simple of a tract or tracts or parcels of land, situated in the Sixth Election District of said County, called Walnut Ridge", or by whatsoever name the same may be called (a part of which is now known as "Three Eagles" or "Little Eagle" or the "Eagle Farm",) containing five hundred and fifty acres, more or less, she having acquired the same prior to the year eighteen hundred and sixty under a devise from her brother, the late George C. Palmer, of said County deceased.

2nd That the said Rachel Margaret Parrott departed this life leaving surviving her, the late William F. Parrott, her husband, who was entitled to said land and real Estate for life by Curtesy, and the following Cheldren and heirs at law, your oratrices, and the defendants, James P. Parrott, Mollie P. McFeely, the widow of William McFeely, formerly Mollie P. Parrott, and Margaret E. Thornton, widow of William E. Thornton, formerly Margaret E. Parrott, and to whom said land and neal Estate descended in fee simple subject to said Estate by the Curtsey.

3rd That the said William F. Parrott departed this life in t he Early part of the year Eighteen hundred and Eighty six, leaving surviving him, all of said five children and heirs at law, and all of whom are still alive.

4th That the said William F. Parrott, left paper writings which have been propounded for probate as the last will and testament of the late William F. Parrott, and the codicil thereto but not yet admitted to probate, whereby among other things he attempts to devise the aforesaid land and real Estate in three parcels, one parcel to each of your Oratrices, and one parcel to the said Mollie P. McFeely, for their respective heirs, and three to their repsective children in fee, and if any of the three should die without children leaving at the time of the death, then to the two or other of the three and said James P. and Margaret E. and to the survivor of them, for life, and then to the descendants of same in fee, per stripes and not per capita.

5th That Henry L. Thornton, Mabel E. Thornton, and Fletcher P. Thornton, children of the said Margaret E. Thornton, and Lizzie McFeely, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, chidlren of the said Mollie P. McFeely, are the only descendants of the said five children and heirs at law now living.

6th That your Oratrices deny and each of them denies the right of the said William F. Parrott to dispose of their undivided interest in fee in the aforesaid land and real Estate, or to reduce or lessen their interest therein by devise or otherwise, and they refuse and each of them refuses to consent to or acquiesce in the attempted disposition of the aforesaid land and real estate so far as the said disposition by said William F. Parrott may in anywise affect or change their interest and estate therein as two of the heirs at law of the said Rachel Margaret Parrott thereto.

7th That each of your Oratrices are seized of an undivided one fifth interest in fee simple, in and to said land and real estate, being tenants in coparcenary of in and to the same with their aforementioned brother and sisters by descent from their mother as aforesaid, each of the aforementioned five children and heirs at law of their said mother being seized of an undivided one fifth of said real estate.

8th And that said real estate and land cannot be divided among your Oratrices and the other parties entitled thereto according to their respectibe interests and rights therein as aforesaid without loss or injury, and that your Oratrices are entitled to have the said real estate and lands sold and a division had of the money arising from such sales, or sale among the parties entitled thareto according to their respective rights therein.

To the end therefore that a decree may be passed by this Court.

1st for a sale of said real esfate and lands for the purposed of partition among your oratrices, and the other parties entitled thereto;

2nd that a division may be had of the money arising from such sale or sales among your Oratrices, and the other parties entitled thereto according to their respective rights;

3rd And that your oratrices, may have such further or other relief as t heir case may require;

May it please your Honors to grant unto your Oratrices Writs of Subpoena against

the said James P. Parrott, Margaret E. Thornton, Henry L. Thornton, Mabel E. Thornton and Fletcher P. Thornton, (the three last of whom are infants, under twenty one years of age,) all of whom reside in Baltimore City, State of Maryland and against the said Mollie P. McFeely, Lizzie McFeely, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, (the three last of whom are infants, under twenty one years of age, and all of whom reside in Queen Anne's County aforesaid, Except Lizzie & Rachel M., who reside in Baltimore City aforesaid, Commanding them to appear in this Court at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein; And as in duty &c.

J.B. & E.H. BROWN
Solctrs for Compls.

WRITTEN CONSENT TO USE OF
NAMES OF NEXT FRIEND OF PLAINTIFFS

Filed June 8, 1888

Centreville Md. June 2nd 1888,

Messrs F.B. & E.H. Brown
Attorneys at Law

Dear Sirs: You are hereby authorized in writing to use the name of the undersigned, Benjamin N. Wright, as the next friend of Ethlin Wright, his wife, and to use the name of Walter B. Simpson, the undersigned, as the next friend of Emma P. Simpson, his wife, in a suit to be instituted by said Ethlin and Emma P., by said next friend, for the sale of a tract of land in Queen Anne's County called "Walnut Ridge", and which descended unto them and others from their mother, for the purpose of partition under a decree of the Circuit Court of said County in Equity.

B. N. WRIGHT

WALTER B. SIMPSON.

SUBPOENA FOR DEFENDANTS TO
APPEAR AND ANSWER.

Filed July 2, 1888

QUEEN ANNE'S COUNTY, TO WIT.: THE STATE OF MARYLAND.

Henry L. Thornton)
Mabel E. Thornton)
Fletcher P. Thornton) Infants

of Baltimore City GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her next friend & husband & others against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888.

Wm. DEVER, Clerk

SUBPOENA FOR REPENDENTS TO
APPEAR AND ANSWER

Filed July 2, 1888.

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

MOLLIE P. McFEELY

OF QUEEN ANNES COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July, next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the fifth day of June in the year 1888

Wm DEVER, Clerk

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

Filed July 2, 1888.

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

FANNIE B. McFEELY AND) Infants
JANE P. McFEELY)

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888

Wm DEVER, Clerk

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER

Filed July 2, 1888

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

RACHEL M McFEELY
Infant

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her husband & next friend & others against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888.

Wm DEVER, Clerk

SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER

Filed July 2, 1888.

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

JAMES P. PARROTT and)
MARGARET E. THORNTON and) Adults
LIZZIE McFEELY)

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Ethlin Wright by her husband & next friend, and others against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of May 1888

Issued the Eighth day of June in the year 1888

Wm DEVER, Clerk

PETITION OF ORDER OF COURT

Filed May 15, 1889

In the Circuit Court for Queen Anne's County, in Equity

Ethlin Wright by her next friend and
husband Benjamin W. Wight & others

Plaintiffs

VS

James P. Parrott & others, Defendants.

To the Honorable the Judges of said Court;

Your Plaintiffs by their next friends in this cause petitioning, say:

1st. That the writs of subpoena against the said Henry L. Thornton, Mabel E. Thornton Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infant denendants, in this cause have been returned duly served, as will appear from the returns on said writs filed in this cause.

2nd. And that said Infants are without legal guardian or guardians, within or without the jurisdiction of this Court.

Your petitioners therefore pray that William W. Busted of this County be appointed guardian ad litem to defend and answer for said Infants in this Suit: And as in duty &C.

J.B. & E. H. BROWN
Attys for Pltffs.

ORDERED this 15th day of May 1889 by Mr Frederick Stump, one of the Judges of the Circuit Court for Queen Anne's County in Equity and by the authority a said Court that William W. Busted, of said County, be and he is hereby appointed guardian ad litem for Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infant defendants in this suit, to answer and defend the said suit for said named infants.

Frederick Stump

ANSWER OF INFANTS BY
GUARDIAN AD LITEM

Filed May 18, 1889.

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend and husband
Benjamin W. Wright & others, Plaintiffs

VS

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court;

The answer of Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infants under the age of twenty one years by William W. Busted their guardian ad litem to the bill of Complaint of Ethlin Wright by her next friend and husband Benjamin W. Wright and Emma P. Simpson by her next friend and husband Walter B. Simpson, against them and ot ers in this Court Exhibited

These defendants cannot, nor can any one of them admit any of the matters and things alleged in the said bill and being infants of tender years submit their respective rights to the protection of this Court.

Wm W Busted
Ad litem Guardian for above named
Infants -

State of Maryland, Queen Anne's County, to wit: I hereby Certify that on this 18th day of May 1889 before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared the above named William W. Busted, Guardian, and made oath on the Holy Evangly of Almighty God that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

John E. Harman J P

PETITION OF JAMES P. PARROTT AND
ORDER OF COURT THEREON

Filed May 28, 1889

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend and husband
Benjamin W. Wright, and Emma P. Simpson by
her next friend and husband Walter B. Simpson,
Plaintiffs

BS

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court;

Your petitioner, James P. Parrott, petitioning says:

1st. That as will appear from the proceedings in this cause he is one of the Defendants therein.

2nd. That the paper writings referred to in the fourth paragraph of the bill in said cause have since the filing of said bill been duly admitted to probate by the Orphan's Court for said County, as the last will and Testament of the late William F. Parrott and the codicil thereto, and the Executor therein named after the grant of letters testamentary having died letters of administration de bonis non cum testamento annexo has since been granted by said Court unto B. Palmer Keating, of said County, and he has duly qualified.

3rd. That your petitioner and Mollie P. McFeely and Margaret E. Thornton, also defendants in this cause, filed their acceptance of the provisions of said Will and Codicil, and the Plaintiffs while consenting to the probate of same declined to accept of same and the provisions thereof so far as same would dispose of the real Estate referred to in said bill, or in any wise affect their rights in and to the same.

4th. And that as said administrator de bonis non cum testamento annexo has charge of said testator's real Estate under the terms of said will and codicil, it may be proper and right that he also should be a party defendant to this suit

Your petitioner therefore prays your Honors that an order may be passed allowing and making the said B. Palmer Keating, administrator de bonis non cum testamento annexo of William F. Parrott, deceased a party defendant in this cause, with leave to him to answer etc.; and as in duty etc.

T. J. & B. P. Keating
Solicitor for Petitioner

I consent that the above order be passed as prayed, and I will appear and answer without summons etc.

B. Palmer Keating
Adm d. b. n. t. a of
Wm. F. Parrott

ORDERED this 28th day of May 1889 by me Frederick Stump, one of the Judges of the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that B. Palmer Keating, administrator de bonis non, cum testamento annexo of William F. Parrott, deceased, by and he is hereby made a party defendant to this suit, with leave to answer and defend as such.

Frederick Stump

EXHIBIT B.P.K. No. 1

Filed June 20, 1889

State of Maryland Sct:

The subscriber Register of Wills in and for Queen Anne's County, State of Maryland, Doth hereby certify that letters of administration d.b.n.c.t.a, on the personal estate of William F. Parrott deceased were on the twenty fifth day of May 1889 granted unto B. Palmer Keating of said county he having filed bond as such administrator in the final sum of Twenty thousand dollars with approved security thereon-

Orphans
Court
Seal

In testimony whereof I hereto set my hand and affix my official seal this 25th day of May A.D. 1889

Finley Roberts
Register of Wills

EXHIBIT B.P.K. No. 2.

Filed May 29, 1889

In the Circuit Court for Queen Anne's County, in Equity.

Ethlin Wright by her next friend and
husband Benjamin W. Wright and Emma
P. Simpson by her next friend and
husband Walter B. Simpson Plaintiffs

vs.

James P. Parrott and others, Defendants.

To the Honorable the Judges of said Court

The answer of James P. Parrott Maggie E. Thornton and Mollie P. McFeely and Lizzie McFeely to the bill of Complaint, against them and others in this cause exhibited.

These respondents say

1st That they admit the matters and things set forth in the 1st 2nd 4, 5, 6 7 & 8 paragraphs of Complainants bill of Complaint

2nd That the paper writings referred to in 4th paragraph of Complainants bill has been duly admitted to probate by the Orphans Court for Queen Anne's County, as the last will and testament and the codicil thereto of the late William F. Parrott, has will appear by Defendants Exhibit marked B.P.K. Not 2 and the Executor therein having died letters of administration de bonis non, cum testamento annexo has since been granted by said Court unto B. Palmer Keating of said County, who has duly qualified

3rd That these defendants filed their acceptance of the provisions of said will and codicil, and the plaintiffs while consenting to the probate of same declined to accept of same and the provisions thereof so far as same would dispose of the real estate referred to in Complainants bill, or in any wise affect their rights in and to the same.

4th These defendants submit to such decree in the premises as may be right and as in duty bound etc.

T. J. & B. P. Keating
Solicitors for James P. Parrott,
Maggie E. Thornton and Mollie P.
McFeely, and Lizzie McFeely

ANSWER OF B. PALMER KEATING
ADMR.D.B.N.C.T.A.

Filed May 29, 1889

In the Circuit Court for Queen Anne's County, in Equity;-

Ethlin Wright by her next friend and
husband Benjamin W. Wright, and Emma P.
Simpson by her next friend and husband
Walter B. Simpson

Plaintiffs

vs.

James P. Parrott and others
Defendants

To the Honorable, the Judges of said Court.

The answer of B. Palmer Keating Administrator de bonis non cum testamento annexo of William F. Parrott deceased.

This defendant admits the several matters and things set forth in complainants bill of Complaint and in the petition of the defendant James P. Parrott to be true and submits to such decree in the premises as may be right and as in duty bound etc.

B. Palmer Keating

"GENERAL REPLICATION"

Filed May 29, 1889

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend & husband
Benjamin W. Wright and Emma P. Simpson by her next friend
and husband Walter B. Simpson, Plaintiffs.

VS

James P. Parrott and others, Defendants.

Cause No 915.

To the Honorable the Judges of said Court:

Your Oratrices by their respective next friends aforesaid for general replication say;

1st. The Plaintiffs join issue on the matters alleged in the answer of James P. Parrott, Margaret E. Thornton and Mollie P. McFeely, and in the answer of B. Palmer Keating administrator de bonis non cum testaments annexo of William F. Parrott, deceased, and in the answer of Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, Rachel M. McFeely, Fannie B. McFeely and Jane P. McFeely, infants under the age of twenty one years by William W. Busted their guardian ad litem, so far as the same may be taken to deny or avoid the allegations of the bill.

J.B. & E. H. BROWN
Solctrs for Pltffs.

TESTIMONY

Filed June 20, 1889

In the Circuit Court for Queen Annes County in Equity

Ethlin Wright by her next friend
Benjamin Wright & others
Plaintiffs

VS

James P. Parrott & others
Defendants

The Subscriber, a regular Examiner for the Court having been notified by Solicitor for Plaintiffs of their desire to take evidence there after notice to the parties did proceed to take the following evidence at the office of J.B. & E. H. Brown Centreville on Wednesday June 19th 1889

Joseph A. Holton a witness of lawful age produced on the part of Complainant having been duly sworn deposes and says

1st Interrogatory were you or not acquainted with the late Rachel Margaret Parrott? If yea, State what, if any, was her relationship to the late George C. Palmer, State if you know the time of her death, and if she left any husband and children and descendants of any deceased child Surviving her give names, age, and residence of Same, and if any have died since her death, So State-giving time of death of death of same; and the names of any descendants left surviving them

ANSWER I was acquainted with the late Rachel Margaret Parrott and was acquainted with her from the year 1853 to the time of her death. She was a sister of the late George C. Palmer, she died several years after her said brother, about the year 1861 And left surviving her William F. Parrott her husband and the five following children Ethlen Wright now the wife of Benjamin W. Wright Emma P. Simpson the wife of Walter B. Simpson James P. Parrott Mollie P. McFeely the widow of the late William McFeely and Margaret E. Thornton the widow of the late William E. Thornton. Mrs. Wright resides in Annapolis Anneorundel County. Mrs Thornton and James P. Parrott reside in Baltimore, and Mrs, McFeely and Mrs. Simpson reside in Queen Anne's County William F. Parrott the husband died in April 1886, but none of said children have died since her death.

2nd Interrogatory Did or not the said Rachel Margaret Parrott die Seized or possessed of any real Estate?

If yea, describe the same, giving its Situation and value and contents

2 ANSWER She did die seized and possessed of a tract of land called "Walnut Ridge" situate in the third and sixth Election district of Queen Annes County (a part of which is known as Three Eagles" "Little Eagle", or the "Eagle farm") containing about five hundred and fifty acres of land and which she acquired under the will of her brother the late George C. Palmer, It is now divided in two farms one known as The little Eagle farm contains about one hundred and twenty-five acres of land improved by Small two story frame house, barn and stable. The other known as the Walnut Ridge farm containing about - four hundred and twenty five acres of land improved by loft frame house granary and large frame Stable two tenant house. The Small place is worth about twenty-five hundred Dollars and the large place worth about fifteen thousand Dollars.

3 Interrogatory Do you or not know the decendants of said Rachel Margaret Parrott and of her late husband Wm. F. Parrott? If yea, give names, ages and residences of same.

3 ANSWER I do. They left the following five children. The one named Ethelin Wright. Emma P. Simpson, James P. Parrott, Mollie P. McFeely and Margaret E. Thornton which I have hereto. five referred to inmy first answer. All of these parties are over the age of twenty one years of age. The said Mollie P. McFeely has now living the following children. Lezzie McFeely, Rachel M. McFeely Fannie B. McFeely Jane P. McFeely. The said Lezzie is over twenty-one years of age and and the last one under twenty one years of age and they all reside now in Queen Anne's County. The said Margaret E. Thornton have now living the following children Henry L. Thornton Mollie E. Thornton, Fletcher P. Thornton all of whom reside in Baltimore City and one under twenty-one years of age. The afore named children and grand children are al the descendants, now living of the said Rachel Margaret Parrott and the said William F. Parrott.

4th Interrogatory You have given the five children now living of the late Rachel Margaret Parrott, and you have described the real Estate descending to them from her. Now state whether or not in your judgment or opinion said real Estate can be divided among said children without loss or injury according to their respective rights and give the reason for same

4 ANSWER In my judgment and opinion said Real Estate could not be divided into five parts without loss or injury The character and quantity of the land, considerable of it being branch land and its situation make it impracticable to divide it into five parts without loss or injury. It might be divided into three parts and of this I am not so sure but certainly not more than three parts.

Joseph A. Holton

EXAMINERS QUESTION Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or Either of them, or that May be materia to the of this your examination, or the matters in Question between the parties? If yea state the same fully and at length in your answer.

ANSWER No I can not

Joseph A. Holton

James W. W. Woodforda witness of lawful age produced on the part of Complainant having

been duly Sworn deposes and Says

1st Interrogatory were you or not acquainted with the lots Rachel Margaret Parrott? If Yea state what, if any, was her relationship to the late George C. Palmer, State if you know the time of her death, and if she left any husband and children and descendants of any deceased child surviving her, give names, age and residences, of same, and if any have died since her death so state giving time of death of same, and the names of any descendants left surviving them

1 ANSWER I was acquainted with the late Rachel Margaret Parrott She was a sister of the late George C. Palmer, she left William F. Parrott her husband surviving her and the following children who were her only descendants living at the time of her death to wit Ethlin Wright wife of Benjamin W. Wright Emma P. Simpson wife of Walter B. Simpson, James P. Parrott Mollie R. McFeely widow of the late William McFeely Margaret E. Thornton widow of the late William E. Thornton. Mrs. Wright reside in Annearundel County, Mrs Thornton and James P. Parrott reside in Baltimore and the other two reside in Queen Anne's County and are all over twenty-one years of age, William F. Parrott the husband died in the Early part of the year 1886 but all of the five children still survive

2 Interrogatory Did or not the said Rachel Margaret Parrott die seized or possessed of any real estate? If yea, describe the same, giving its situation and value and contents-

2 ANSWER she died seized or possessed of a tract or parcel of land situate in the third and sixth Election district of Queen Anne's County called Walnut Ridge and a (part of which known as Three Eagles Little Eagle or The Eagle farm) Containing five hundred and fifty acres of land more or less She acquired this property under the will of her brother and always understood that it descended to the Said children subject to the life Estate of their father. It was divided in to two farms One known as the Eagle farm Containing about one hundred and twenty five acres of land improved by Small frame house stable and out buildings with about twenty five hundred Dollars. The one known as the Walnut Ridge farm containing about four hundred and twenty five acres of land more or less improved by loft frame Dwelling barn and other out buildings and with about fifteen thousand Dollars

3 Interrogatory. Do you or not know the descendants of said Rachel Margaret Parrott and of her late husband Wm. F. Parrott If yea, give names, ages and residences of same

3 ANSWER I do They had the same descendants. To wit, the Said Ethlen Wright, Emma P. Simpson James P. Parrott, Mollie P. McFeely and Margaret E. Thornton. The five children which were referred to by me in my first answer and the following Jr and children to wit Henry L. Thornton, Mable E. Thornton and Fletcher P. Thornton children of the said Margaret E. Thornton all of whom are infants, under twenty-years of age and reside in Baltimore City and Lizzie McFeely, Rachel McFeely Fannie B. McFeely and Jane P. McFeely children of the said Mollie P. McFeely all of whom now reside in Queen Anne's County and the last of them are infants under twenty-one years of age. The aforemaned children and gr and children are all the descendants now living of the said Rachel Margaret Parrott and William F. Parrott her husband or of Either of them

4 Interrogatory You have given the five children now living of the late Rachel Margaret Parrott, and you have described the real estate descending to them from her Now state whether or not in your judgment or opinion said Real estate can be divided among said children without loss or unjury according to the respective rights and give the reasons for same.

4 ANSWER In my judgment and opinion it cannot be divided into five parts. without loss or injury The quantity of the land its character a considerable quantity of it being branch land running nearly through the whole tract and the situation of the buildings and improvements make it impracticable to divide unto five parts without loss or injury It might be divided into their parts but of this I am not so sure but am certain however that it could not be divided into more without loss or injury

J. W. Woodford

Examiners Question Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or Either of them, or that may be Material to the subject of this your examination, or the Matters in Question between the parties, If yea, State the same fully and at length in your answer

ANSWER Nothing occurs to me at present

J. W. Woodford

There being no more witnesses to be examined and neither party desiring further time for the production of evidence, your Examiner herewith returns original depositions together with Plaintiffs Exhibit A and Plaintiffs Exhibit "B", and Defendants Exhibit Marked Exhibit B.P.K. No. 1 B.P.K. No. 2 and B.P.K No. 3.

Wilmer Emory (SEAL)
Examiner

Your Examiner hereby certified that he was engaged as Examiner two days and Examined two witnesses making costs herein taxable to Plaintiff as follows

Examiner	\$8.00
Witnesses	<u>1.50</u>
Wilmer Emory Examiner	\$9.50

PLAINTIFF'S EXHIBIT A

Filed June 20, 1889

I Geo. C. Palmer of Centreville Queen Annes County Maryland do make publish & declare this my Will & Testament

I give devise & bequeath to my sister Rachel Margaret Parrott, the whole of that portion of my real Estate called Walnut Ridge, containing about five hundred & fifty acres of land, my negroman, Phil & Lejse & my negro woman Delby, provided she shall pay to my sister Elizabeth I. Keating, fifteen hundred dollars, which said fifteen hundred dollars is to constitute a leen on the above real Estate

I give devise & bequeath to my sister Martha Ann Peters my farm where Mr. James Reed now resides, adjoining the lands of Nathaniel Nevitt the late stephen L Wrights heirs & others my wood lot adjoining that I purchased of Jas. M Leegar & wife, my wood lot I purchased of Pere Wilmer, adjoining wood land of Jas, M. Murphy the heirs of Stephen L Wright & others, my two brick dwellings houses in the Town of Centreville, opposite the property of Mr. McKenney, one at this time occupied by Dr Holton & the other by myself & all the lands attached, my negroman Fisby, negro woman Lettz her son atick & my negro girl Susanna & the sum of two thousand dollars out of my personal Estate

I give devise & bequeath to my sister Elizabeth I. Keating in addition to the above sum, I leave my sister B M Parrott to pay her the dwelling house in which she now resides & all the land there attached, my store house, office & all the land thereto attached now occupied by W.J. Hopper & J.W. Wilmer my lot of ground on water street & all the houses thereon, my Negro woman Mary Ellen her son Nat, & her infant daughter & the sum of Twenty five hundred dollars net of my personal Estate

I give devise & bequeath to my sister Mary Henrietta Arlett wife of A. M. Arlett my house & on front street which I purchased of Alfred Tucker & wife & the intire ine3g53en3ww or her husband to me on notes which I estimate at about one thousand dollars

I give to my friend Wm F. Parrott in trust for the benefit of my sister Mary H. Arlett the sum five thousand five hundred dollars & I do hereby will & direct that the same shall be invested by him in Banks rail road, Baltimore City Stock, or some other good paying state stock & the interest thereof as it accrues to paid to my sister & none other

I will & direct that my farm Walnut Ridge shall be carried on for the benefit of my Estate the year of my death & the rents of all my real Estate shall be carried in to my personal estate but no longer

The balance of my personal estate after paying my debts & legacies, I give equally to my sisters Elizabeth, Mary H, Rachel M and Martha Ann

I do hereby consititute my friend William F. Parrott my Executor of this my last Will & Testament,

In witness hereof I have set my hand & affixed my seal this twenty fifth day of June one thousand eight hundred and fifty nine

George C. Palmer (SEAL)

Signed sealed published & declared by the Testator as his last will & Testament in the presence of each other & in the presence of the Testator who at his request & in his presence & the presence of each other has signed their names as witnesses thereto

N. Bailey
Wm. J. Hopper L. E. Dyott

Queen Annes County Sct)

June 12th 1859) Then came N Bailey Wm J. Hopper & L. E. Dyott, the three subscribing witnesses to the foregoing Will & severally made oath on the holy Evangely of Almighty Godd that they did see Georbe C. Palmer the Testator therein named sign his name to the said Will, that they heard him publish pronounce & declare the same to be his last Will & Testament, that at the time of his was to the best of their apprehensions of sound & disposing mind memory & understanding & that they subscribed their respective names as witnesses to the said Will in the presence of each other & in the presence of the Testator & at his request

R. Goldsborough
Register of Wills

For Queen Annes County

State of Maryland Sct:

The subscriber Register of Wills in and for Queen Anne's County Md- Doth hereby certify that the foregoing is a true and perfect copy of the last will and testament of George C. Palmer deceased, as recorded in liber S.T.H. No. 1, folio 120 &c a record book of Wills in the office of the Register of Wills of said County.

In testimony whereof I hereto set my hand and official seal this 25th day of May 1889

Register
of Wills
Seal

Finley Roberts
Register of Wills

DEFENDANT'S EXHIBIT
B.P.K No. 3

Filed June 20, 1889

To the Orphans Court for Queen Anne's County-

The undersigned beg leave to file this their assent to the terms and provisions of the last will and testament and codicil, the former bearing date the sixteenth day of April 1880 and the latter bearing date the fourteenth day of July 1881 of William F. Parrott late of Queen Anne's County deceased, and pray that same be admitted to probate.

Witness our hands and seals this twenty fifth day of March eighteen hundred and eighty six

James P. Parrott (Seal)
Maggie E. Thornton (Seal)
Wm E. Thornton (Seal)
Mollie P. McFeely (Seal)

State of Maryland, Sct:

The subscriber Register of Wills in and for Queen Anne's County, Doth hereby certify that the foregoing is a true and perfect copy of "Exhibit A" filed april 14th 1886 and recorded in liber W.E.T.P. & O. No. 1 folio 377 a record book of petitions in the Orphans Court for said County-

Register
of Wills
Seal

In testimony whereof I hereto set my hand and seal of the Orphans Court affix this 19th day of June 1889

Finley Roberts Register of Wills

"PLAINTIFF'S EXHIBIT B"

Filed June 20, 1889

To the Honorable the Orphans Court for Queen Annes County

The Petition of Ethlin Wright, feme covert, by her next friend Benjamin W Wright and Emma P Simpson, feme covert, by her next friend Walter B. Simpson to your Honorable Court humbly shows

1st That they do not, nor does either of them intend or purpose by this petition or any thing contained herein to admit the validity of the paper writings heretofore propounded for probate as the last will and testament of the late William F. Parrott and the codicil in this Court, nor to waive any of the legal requirements or proofs, before the same shall be admitted to probate

2nd And that they do not nor does either of them intend or purpose hereby to admit that the said William F. Parrott had any right or power to dispose of the property which descended unto them from their mother or to bind them by any desposition or at templed desposition of the same, and they do not intend to abide by or submit to any disposition or attempted disposition of said property by said paper writings, whatever disposition this Court may make of said writings but they do purpose and intend only hereby to withdraw their caveat and objections heretofore filed to the probate of same by this Honorable Court

Your petitioners therefore pray that they may be allowed to withdraw their aforesaid caveat and objections, and as in duly & &

Test as to Mrs Wright
B. N. Wright

Ethlen Wright

Emma P. Simpson

Test as to Emma P. Simpson
W. B. Simpson

Ordered this fifth day of June 1888 by the Orphans Court for Queen Annes County on the within and aforegoing petition that lease and permission be and the same are hereby given to the petitioners to withdraw the objections and caveat heretofore filed by said petitioners to the paper writings propounded as and for the last will of William F. Parrott and the codicel thereto, and in pursuance to said petition, said objection and caveat are hereby taken to be withdrawn

John Dodd

Edwin T. Valliant

Jas, B Sudler

State of Maryland, Sct

The subscriber Register of Wills in and for Queen Annes County State aforesaid Doth hereby certify that the aforegoing is a true and perfect copy of the Petition of Ethlin Wright and Emma P. Simpson and the order of Court thereon as filed in the Orphans Court for said County

In testimony whereof I hereto set my hand and

Register
of Wills
Seal

official seal this 25th day of May A.D. 1889-

FINLEY ROBERTS
REGISTER OF WILLS

AGREEMENT OF SUBSCRIPTION

Filed June 22, 1889.

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend and husband
Benjamin W. Wright, and Emma B. Simpson by
her next friend and husband Walter B. Simpksn.
Plaintiffs

VS.

James P. Parrott & others, Defendants

Cause No 915

It is hereby agreed, and we do hereby consent to submit the proceedings in this cause to the Court for Decree without argument.

J.B. & E.H. BROWN

Solctrs for Plaintiffs

T J & B.P. Keating Solctrs
for Respondants

W W BUSTEED

Guardian Ad Litem

B. Palmer Keating
Adm a.b.n.c.t.a

DECREE

Filed July 5, 1889.

Decree in the Circuit Court of Queen Anne's County.

Ethlin Wright by her next friend and husband
Benjamin W. Wright and Emma P. Simpson by
her next friend and husband Walter B. Simpson.

Plaintiffs

VS.

James P. Parrott and others

Defendants.

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

Cause No. 915

The above cause standing ready for hearing, and being submitted without argument, the bill of Complainant, answers, testimony, and all the other proceedings were read and considered.

It is thereupon, this Fifth day of July in the year eighteen hundred and Eighty nine by me, John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the real estate in the proceedings mentioned be sold for the purpose of partition between the parties, that is say, the said Ethlin Wright and Emma P. Simpson are each now entitled to one fifth thereof, and the residue of said sales and the disposition thereof, are hereby reserved for the future order or decrees of this Court.

That B. Palmer Keating and Edwin H. Brown, of Queen Anne's County in the State of Maryland be and they are hereby appointed TRUSTEES to make said sale, and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of Forty thousand Dollars approved for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future Decree or Order in the premises: they - shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one fifth of said purchase money to be paid in cash on the day of sale, or in sixty or ninety days, and the payment thereof to be secured by notes of purchasing, with interest added and with sureties approved by the parties, and the balance of said purchase money to be paid in four Equal installments in one, two, three and four years from the day of sale with interest on the whole unpaid purchase money as each installment falls due, and the payment thereof to be secured by the Bonds or notes of the purchaser or purchasers, with a surety or sureties to be approved by the Trustees.

And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same; with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money. (and not before,) the said Trustees, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, fee, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

JNO. M. ROBINSON

INTERLOCUTORY DECREE

Filed April 17, 1891

Ethlin Wright	:	In the Circuit Court
	:	
vs.	:	for Queen Anne's County,
	:	
Jas. P. Parrott.	:	Maryland. In Equity.
et al	:	

The defendant having been duly summoned to appear to the bill of complaint, and having failed to appear thereto.

It is thereupon this 10th day of April, 1891 by the Circuit Court of Queen Anne's County, Maryland, adjudged, ordered and decreed that the plaintiff is entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiff is entitled it is further adjudged, and ordered that leave be granted to the plaintiff to take testimony before any one of the Standing Examiners of this Court to support the allegations of the bill.

JNO. M ROBINSON

PETITION OF MOLLIE P. McFEELY

Filed November 25, 1891

Ethlin Wright et al	*	In the Circuit Court
	*	
vs.	*	for Queen Anne's County, Maryland.
	*	
James P. Parrott et al	*	In Equity
	*	
		No. 915.

To the Honorable the Judges of the Circuit Court for Queen Anne's County, Maryland, sitting as a Court of Equity.

The petition of Mollie P. McFeely, by Hope H. Barroll her solicitor, in the above entitled cause, respectfully shows:-

- 1.- That she is the daughter of William F. Parrott and Rachel Margaret Parrott late of Queen Anne's County aforesaid, that William F. Parrott departed this life in the year 1886, leaving a large real and personal estate, and also a last will and testament a copy of which is duly filed in the papers of this cause; and the said Rachel Margaret Parrott died May 19th. 1860, intestate, and the other children of the said William F. Parrott were James P. Parrott, Margaret E. Thornton, who intermarried with William E. Thornton, who hath since departed this life, Ethlin Wright who intermarried with Benjamin N. Wright, Emma P. Simpson, who intermarried with Walter B. Simpson.
- 2.- And the said William F. Parrott by his said last will and testament devised certain real estate belonging to him and also undertook to devise certain real estate known as "Walnut Ridge", which belonged to his wife, the said Rachel Margaret Parrott in fee simple, and in which the said William F. Parrott had only a life estate.
- 3.- And she shows that after the death of the said William F. Parrott his children and heirs at law were not satisfied with said will, and a family dispute, as to the acceptance of the same arose and considerable trouble was experienced among his devisees and heirs at law, That a paper was brought to her by William E. Thornton which had been signed by her brother James P. Parrott and the said Margaret E. Thornton and William E. Thornton, a copy of which marked "B. P. K. No. 3". is filed in the papers of this cause, and she signed said paper at the request of the said William E. Thornton.
- 4.- She shows that after the death of the said William F. Parrott your petitioner was a widow with infant children and had no means whatever to support herself or them, and the said William E. Thornton who was named Executor in said will was exceedingly kind to your petitioner and undertook to pay your petitioner's and her children's board which kindness induced your petitioner to accede to all and any requests of the said William E.

Thornton in reference to the administration of her father's estate, that said William E. Thornton asked your petitioner to sign said paper as he said he alone had befriended her and that he would see that she was taken care of until the estate was settled. He further said to your petitioner that if she would sign said paper it would make him administrator and let the estate be settled, but he said nothing about the value of the estate of either the mother or father of your petitioner, not did any one else either before or since the signing of said paper. That your petitioner was at that time a widow, and had no one with whom to consult and advise, and states that at the time the said paper was presented to her for her signature by the said William E. Thornton she understood that her father had the right to mix together as it were, his own property and that of her mother provided they were any thing like equal in value and that by so doing he had the right to will the real estate of his wife as well as his own in such manner as he pleased. She shows that she was at the same time under the impression that if her father had owned no real estate he would not have this right. She shows that she has never heard the will of her father read but once and that was on the day of his funeral, and that she has not since heard the said will or any of its provisions read, she did not understand that by signing said paper she was relinquishing any right she might have as heir to her mother, and at that time she did not know any thing whatever about the value of the estate of her mother nor of the estate of her father, and she does not know now what was the value of either estate or of any of the farms left by her father, that since the death of the said William E. Thornton in the month of February in the year 1888 she has had no means of support, and has been left in entirely destitute circumstances Nothing has been paid her by B. Palmer Keating under said will and that no part of the rents of said real estate have ever been received by her and she knows nothing whatever about the application of the same, although she has applied to the said B. Palmer Keating for means and assistance, but he has told her that he had to apply all funds to the payment of the debts of her father the late William F. Parrott although at the time of his death she did not know there was a mortgage against any of his real estate whatever, and was dumfounded when she heard this fact some years since. And this petitioner shows unto your Honors that if she had at that time been in possession of all of the facts attending the execution of said paper she would never have signed the same, that it is now sought to exclude her from her rights as heir at law to her mother, notwithstanding the fact that the said James P. Parrott has been released from all obligations by reason of the signing of said paper marked "B. P. K. No. 3", in so far as the same purports to be an election on his part to accept the terms and benefits of the will of his father, and to release his rights as heir at law to his mother, and she shows that not having signed said paper with the purpose and object of making an election of the character which it is sought now to impose upon her it would be against equity and good conscience to so hold her bound.

Wherefore she prays this Honorable Court to pass an order vacating and annulling said paper in so far as the same may be construed to be an election on her part to waive any of her rights as heir at law in and to the estate of her mother the late Rachel Margaret Parrott.

And that your petitioner may have such other and further relief, as upon full proof of all of the facts and circumstances attending her case, equity and justice may demand.

To this end may it please your Honors to grant unto your petitioner the writs of subpoena against the parties interested under said will namely Margaret E. Thornton, Henry L. Thornton, Mable E. Thornton, Fletcher P. Thornton the last three of whom are infants under 21 years of age and all of whom reside in Baltimore City, State of Maryland, and against Lizzie McFeely, Fannie P. McFeely, Jane T. McFeely, Joseph R. Smith and Margaret M. Smith formerly Rachel M. McFeely, of whom Lizzie McFeely, Joseph R. Smith and Margaret M. Smith reside in Baltimore City aforesaid, and against Benjamin N. Wright and Ethlin Wright of Anne Arundel County, Maryland, and Emma P. Simpson and Walter B. Simpson who reside in Queen Anne's County, Maryland, and against B. Palmer Keating Administrator d. b. n., c. t. a., commanding them to be and appear and answer to the matters and facts set forth in this petition upon some certain day to be named therein and perform such decree as may be passed therein.

And as in duty bound will ever pray etc.

HOPE H. BARROLL.
Solicitor for Petitioner.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this 25th day of November in the year 1891 before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Mollie P. McFeely, and made oath in due form of law that the matters and things set forth in the foregoing petition are just and true as therein stated.

B ENNUM Jr J.P.

Ordered upon the foregoing petition and affidavit this 28th day of November in the year 1891 that writs of subpoena be issued as prayed and that the same shall be made returnable upon the first Monday in December 1891.

JON M ROBINSON

EXHIBIT MOLLIE P. McFEELY

Filed February 16, 1892

WM. H. CECIL, President.
W. HARRISON NEWNAM, Treasurer.
W. T. CONNOLLY NORMAN.

JOHN W. TARMAN, Clerk.

- OFFICE - OF - THE - COUNTY - COMMISSIONERS -
Queen Anne's County.

Centreville, Md. Feb 15th 1892

A Statement of the Real Estate of Mr W F Parrott
Deceased in 3rd Dist

135	Acres Walnut Ridge	at 7	945
	Improvements		150
226	Acres Darland Manor	at 1d	3,164
	Improvements		7.00
165	Acres Boardlington	" 14	2,310
	Improvements		150
47	Acres Same land	14	6.58
	Tenant House 5th Dist		125
318	Acres Prouses Park	at 19	6,042
	Improvements 6th Dist		1,400
450	Acres Walnut Ridge	at 20	9,000
	Improvements		1,800

I hereby certify that the above Statement is correct one from our Books

JOHN W. TARMAN Clerk

SUBPOENA FOR DEFENDANTS TO
APPEAR AND ANSWER

Filed Dec. 7, 1891

QUEEN ANNE'S COUNTY, TO WIT.: THE STATE OF MARYLAND

To

Circuit
Court
Seal

HENRY L. THORNTON
MABEL E. THORNTON
FLETCHER P. THORNTON

Infants

OF Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of December next, to answer the Petition of Mollie P. McFeely against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the 2 " day of November 1891

Issued the 28 " day of November in the year 1891

Wm DEVER, Clerk.

And on the back of the foregoing Summons are the following endorsement, to wit:-

Recd Dec. 1" 1891 and forthwith delvd to Shrff.

Test:

Jas Bond Clerk

Summoned by reading Summons to Mabel E. Thornton, and Fletcher P Thornton and said copy of Process left with Margaret E. Thornton mother of infants Defendants

non Est. ats to
Henry L Thornton

Isaac S Sauner
Sheriff

Returnable Monday Dec. 7, 1891

I hereby certify that the within subpoena was read to the infants Defendants & a copy thereof left with their mother.

Sheriff

SUBPOENA FOR DEFENDANT TO
APPEAR AND ANSWER

Filed January 4, 1892

QUEEN ANNE'S COUNTY, TO WIT.: THE STATE OF MARYLAND.

To
Circuit Court Seal
HARRY L. THORNTON
Infant
OF Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the Petition of Mollie P. McFeely against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of December 1891

Issued the 14th day of December in the year 1891

Wm Dever, Clerk

And on the back of the foregoing Summons is the following endorsement, to wit:-

Summoned by reading Summons to Harry L. Thornton & copy of process left with Margaret E. Thornton mother of infant Defendant.

ISAAC S. SAUNER Shff

SUBPOENA FOR DEFENDANT TO
APPEAR AND ANSWER

Filed December 7, 1891

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

To
Circuit Court Seal
LIZZIE McFEELY
OF Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of December next, to answer the Petition of Mollie P. McFeely against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the 2 day of November 1891

Issued the 28th day of November in the year 1891

Wm DEVER, Clerk

And on the back of the foregoing Summons is the following endorsement, to wit:-

Summoned

ISAAC S SAUNER
Sheriff.

SUBPOENA FOR RESPONDENTS TO
APPEAR AND ANSWER

Filed Dec. 7, 1891

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

To
Circuit Court Seal
FANNIE P. McFEELY and
JANE T. McFEELY
Infants

OF QUEEN ANNES COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set asife, you be and appear before the CircuitCourt for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of December, next, to answer the Petition of Mollie P. McFeely a- gainst you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the 2 day of November 1891

Issued the 28th day of November in the year 1891

Wm DEVER, Clerk.

And on the back of the foregoing Summons is the following endorsement, to wit:-

I hereby certify that the within Subpoena was read to the Defendants & a copy thereof left with their mother

_ B. LU _____ Shff

SUBPOENA FOR DEFENDANTS TO
APPEAR AND ANSWER

Filed January 4, 1891.

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND.

JOSEPH R. SMITH and
MARGARET M. SMITH

OF Baltimore City, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the Petition of Mollie P. McFeely against you in said Court exhibited.

HEREOF fail not, as you will answer the contrary at your peril.

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the Seventh day of December 1891

Issued the 14" day of December in the year 1891

Wm DEVER, Clerk

And on the back of the foregoing Summons is the following endorsement, to wit:-

Recd Dec. 15" 1891 and forthwith delvd to Shff.

Test:

JAS BOND Clerk

Returnable Monday January 4, 1892.

Summoned A bo by reading Summons to Within named defendants

ISAAC S SAUNER Sheriff.

ANSWER OF B. N. WRIGHT & WIFE
W. B. SIMPSON & WIFE, TO PETITION
OF MOLLIE F. McFEELY.

Filed December 12, 1891.

In the Circuit Court for Queen Anne's County, in Equity:

Ethlin Wright et al

vs

James P. Parrott et al

Cause No 915

To the Honorable the Judges of said Court:

Your respondents, Benjamin N. Wright and Ethlin Wright, his wife, and Walter B. Simpson and Emma P. Simpson, his wife, answering the petition of Mollie P. McFeely filed in this cause on the 25th day of November 1891, say:

1st That as they have no personal knowledge of the facts set forth in said ptition, they can neither admit or deny the same.

2nd And that while the claim after Petitioner does not conflict with the rights of your female respondents, your respondents must and do insist and claim that said original porceedings shall be maintained in their integrity, and that said original decree in this cause, whereby their rights are fully and properly protected, shall not be annulled or vacated; and that having answered said petition, they may be dismissed with their costs in the premises.

And as in duty etc.

J.B. & E.H. BROWN
Solctrs for B. N. Wright & Ethlin
Wright his wife, & W. B. Simpson &
E. P. Simpson, his wife.

ANSWER OF MAGGIE E. THORNTON TO
PETITION OF M. P. McFEELY

Filed January 15, 1892.

In the Circuit Court for Queen Anne's County, in Equity:

Ethlin Wright et al

vs.

James P. Parrott et al

To the Honorable, the Judges of said Court.

Your respondent Maggie E. Thornton answering the petition of Mollie P. McFeely filed in this cause on the 25 day of November 1891, says.

1. That this respondent is not aware of any purpose or desire on the part of any one, to deprive the petitioner of any equitable or legal right she may have to avoid the effect of the paper writing referred to in her petition.
2. Your respondent admits however that this original decree passed in this cause should be maintained, & having answered said petition prays that she may be hence dismissed with her reasonable costs in the premises and as in duty bound etc

T.J. & B.P. Keating
Solicitors for Maggie E. Thornton

ANSWER OF B. PALMER KEATING ADMR.

Filed January 15, 1892.

In the Circuit Court for Queen Anne's County, in Equity.

Ethlin Wright et al

vs.

James P. Parrott et al

To the Honorable, the Judges of said Court,

Your respondent, B. Palmer Keating Administrator de. bonis non, cum testaments anneso of William F. Parrott deceased, answering the petition of Mollie P. McFeely, filed in this cause on the 25" day of November 1891, says.

- 1st. That William E. Thornton the party referred to in the foregoing petition departed this life some time in the early part of tye year 1888, and your respondent has no personal knowledge of what passed between the said Wm. E. Thornton and the petitioner as alleged in said petitions.
- 2d Your respondent sets forth that the said W. E. Thornton as Administrator pendente lite of W. F. Parrott, from the death of the later to the death of the former, received the rents from "Walnut Ridge", & the same have been accounted for to the Orphans Court for Queen Anne's County, & applied to the payment of the debts of said W. F. Parrott.
- 3rd This was done your respondent believes because the petitioner had asserted in writing to the terms and provisions of the last will and testament of said W. F. Parrott, and one of the provisions of said will was, that the said rents be so applied
- 4th That after the death of said William E. Thornton your respondent was appointed Adminstrator de bonis non cum testamento anneso of said W. F. Parrott and because of said assent & the provisions of said will as aforesaid, he has applied the rents from "Walnut Ridge" to the payment of the debts of said W. F. Parrott.
- 5th This respondent had no knowledge of the purpose and object of the petitioner in signing the paper referred to as B.P.K. to 3. others than is indicated by the face of the paper itself, and it was never intimated to him by the petitioner, or any one in her behalf, prior to the filing of said petition, that she desired to revoke the assent she had thereby given to said Will.
- 6th This respondent is not aware of any purpose or desire on the part of any one, to deprive the petitioner of any equitable or legal right she may have to avoid the effect of said paper designated as Exhibit B.P.K No 3, as aforesaid, but your respondent suggests respectfully, that damage and loss should not be inflicted upon innocent parties, who have asked upon the faith of the petitioners voluntary act, in signing said paper, and with out any notification from her that she had any purpose or design to work its renovation.
- 7th Your respondent insists that the original proceedings in this cause should be maintained undistributed, and the original decree passed _____ remain _____ & having answered said petitioners prays that he may be have dismissed, with his _____ costs in the premises and as in duty bound etc.

T.J. & B.P. Keating
Solicitor for the respondent
B. Palmer Keating
Admi n.b.n.c b a. of W. F. Parrott
deceased

AGREEMENT

Filed March 7, 1892

Ethlin Wright et al	*	In the Circuit Court
	*	
vs.	*	for Queen Anne's County, Maryland.
	*	
James B. Parrott et al	*	In Equity.
		No.

In the matter of the petition of Mollie P. McFeely.

It is hereby agreed by and between the parties in interest in this suit, that the petition of Mollie P. McFeely, and answers of the Several defendants thereto together with the testimony taken to submitted to the Court without argument for a decree.

Hope H. Barroll
Sol for Mollie P. McFeely

Hope H. Barroll
Trustee of Jas. P. Parrott

We are writing that the petition, answers and testimony above referred to, be submitted to the Court for decisions without argument

T J & B.P. Keating Soltrs
for A.P.K. adm & W. E. Thornton

J.B. & E.H. Brown
for Wright & wife & Simpson & wife

Filed March 7, 1892

SECURITY APPROVED AND BOND FILED

May 30, 1892.

Know all men by these presents that we, B. Palmer Keating, Edwin H. Brown, John B. Brown & Thomas J. Keating of Queen Annes County in the State of Maryland, are held and firmly bound unto the state of Maryland in the full and just sum of Forty thousand dollars current money of the United States to be paid to the said state of Maryland, or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of May in the year, one thousand eight hundred and ninety two.

WHEREAS by a decree of the Circuit Court for Queen Anne's County in Equity bearing date on the fifth day of July, one thousand eight hundred and eighty nine and passed in a cause in said court, wherein Ethlin Wright by her next friend and husband Benjamin N. Wright and Emma P. Simpson by her next friend and husband Walter B. Simpson are Plaintiffs and James R. Parrott et al Defendants the above bounden B. Palmer Keating and Edwin H. Brown have bee appointed Trustees to make sale of certain real estate in the proceedings in said cause mentioned.

Now the condition of the above obligation is such that if the above bounden B. Palmer Keating and Edwin H. Brown do and shall well and faithfully perform the trust reposed in them by any future decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed sealed	)	B. Palmer Keating	(SEAL)
and delivered in	)	Edwin H. Brown	(SEAL)
the presence of	)	John B. Brown	(SEAL)
John W. Temple	)	Thos. J. Keating	(SEAL)

REPORT OF SALE & ORDER NISI

Filed June 29, 1892

In the Circuit Court for Queen Anne's County, in Equity;

Ethlin Wright by her next friend and husband
Benjamin N. Wright, and Emma P. Simpson by
her next friend & husband Walter B. Simpson
Plaintiffs

VS.

James P. Parrott and others, Defendants

To the Honorable the Judges of said Court

The Report of B. Palmer Keating and Edwin H. Brown, Trustees, appointed by the Decree in this cause, to make sale of certain real estate therein mentioned shows: That after giving bond with security for the faithful discharge of their trust as required by said decree, and after giving notice of the time place, manner and terms of sale by ad-

vertisements in the Centreville Record a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for at least three successive weeks before the day of sale and by advertisements in the Centreville Observer another newspaper printed and published in Centreville aforesaid, they did pursuant to said notice attend in Front of the Court House, in the town of Centreville aforesaid, on Tuesday the 21st day of June 1892 at three and half o'clock P.M?, and then and there proceeded to sell, all that real estate, decreed to be sold in this cause, known as "Walnut Ridge and Little Eagle", situate in the Sixth Election District of Queen Anne's County, adjoining the Hopper Farm of Farm of Wm. McKenney, the farm of Wilmer Emory, the farm where S. Collins Wright resides, the farm known as "Bordlington", now owned by Wrightson L. Lowe, and the Jacob's farm, as follows, to wit;

In the first place your Trustees offered at public sale to the highest bidder, all that parcel of said real estate, described in said advertisements thereof as "Parcel No 2" or "The Little Eagle", whereon Charles E. Moore resides as tenant, and containing by recent survey one hundred and nineteen acres two roods and four perches of land, and sold the same to said Emma P. Simpson, she being then and there the highest bidder therefor, at and for the sum of thirty dollars and two cents, per acre, making the aggregate purchase money therefor, thirty five hundred and ninety seven dollars and sixty five cents, and they have since taken a proper assignment of the share or interest of said Emma P. Simpson in the sales in this cause, with the assignment to pay whatever balance may be necessary to discharge said purchase money on demand, which in the judgment of your Trustees fully secures said purchase money.

In the next place your Trustees offered at public sale to the highest bidder, all that parcel of said real estate, described in said advertisements as "Parcel No 1", or "Walnut Ridge Proper", whereon Robert H. Moore now resides as tenant, and containing by recent survey four hundred and twenty two acres two rood and seventeen perches of land; and sold the same to Mollie G. Busted, she being then and there the highest bidder therefor, at and for the sum of thirty five dollars and sixty cents per acre, making the aggregate purchase money therefor fifteen thousand and forty four dollars and seventy eight cents, and they have since taken the written agreement of said Mollie G. Busted and Charles A. Busted, her husband that said purchaser would fully comply with said terms of sale by the 15th of July next, and which fully secures said purchase money.

And your Trustees futhter report that said land was sold on the terms of the decree the purchasers being entitled to possession January 1st. 1893, and the corn rent of present year and to pay one half of the taxes for present year, and the other rents being reserved to those entitled to same.

Which is respectfully submitted

B. Palmer Keating
Edwin H. Brown
Trustees

State of maryland, Queen Anne's County, to wit: I hereby certify that on this 29th day of June 1892 before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared B. Palmer Keating and Edwin H. Brown, Trustees, and made oath on the Holy Evangely of Almighty God, that the matters and things slated in the foregoing report are true, to the best of their respective knowledge and belief, and that the sales therein reported were fairly made.

(20 Cts pd by EHB)

R. GOLDSBOROUGH J.P.

Ethlin Wright Et al, Plaintiffs	)	In the Circuit Court for Queen
vs.	)	Anne's County in Equity
James P. Parrott et al Defendants	)	Cause No 915

ORDERED this 29th day of June 1892 that the sales made and reported in the above entitled cause, by B. Palmer Keating and Edwin H. Brown Trustees for the sale after real estate therein decreed to be sold, of said real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 1892; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 30th day of July 1892,

The report states the amount of sales to be \$18,642.43.

Wm Dever, Clerk

Ethlin Wright et al Plaintiff	)	In Circuit Court for Queen Anne's
vs.	)	County in Equity
James P. Parrott et al Defendants	)	Cause No 915

ORDERED this 28th day of December in the year Eighteen hundred and ninety two, by me John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the sales within reported be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order. The Trustees are allowed the usual commissions and all expenses not personal

JNO M. ROBINSON

Filed December 28, 1892.

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed September 26, 1892

ORDER NISI.

Ethlin Wright et al. vs. James P. Parrott et al.
In the Circuit Court for Queen Anne's
County, in Equity— Case No. 915.

Ordered, this 29th day of June, 1892, that the sales made and reported in the above entitled cause by B. Palmer Keating and Edwin H. Brown, trustees for the sale of the real estate therein decreed to be sold, of said real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August, 1892; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's county, State of Maryland, once in each of three successive weeks before the 30th day of July, 1892. The report states the amount of sales to be \$18,642.43.

True copy-

Test:

WM. DEVER, Clerk.

WM. DEVER, Clerk.

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, by Queen Anne's County, Maryland, once in each of Three successive weeks before the 30th day of August 1892

BUSTEED PRICE. BRYAN

ORDER UPON PETITION OF
MOLLIE P. McFEELY

Filed November 14, 1892

Ethlin Wright	et al	*	In the Circuit Court
		*	
vs.		*	for Queen Anne's County, Maryland.
		*	
James P. Parrott	et al	*	In Equity
			No.

Ordered this 14th day of May, 1892 upon the petition of Mollie P. McFeely and the testimony taken thereunder that the paper described in said petition, be and the same is hereby annulled and set aside, in so far as the same may be deemed to be an election on the part of the said Mollie P. McFeely as set forth in said petition. And the Trustees in this case are hereby directed to distribute the proceeds of the sale of the real estate in this cause in the same manner that the same would have been distributed had said paper never have been signed by the said Mollie P. McFeely.

JNO. M. ROBINSON

This decree I sign for the reasons set forth in the opinion filed on the petition of James P Parrott filed in these proceedings

JNO. M ROBINSON

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of March in the year nineteen hundred and sixty, the following ORDER OF COURT was filed for record, to wit:-

In the Matter of : No. 4300 Chancery
Annie Belle Trezise, : In the Circuit Court for
Incompetent : Queen Anne County, Maryland

ORDER OF COURT

The matter of the Petition of Hilda B. Lund, daughter of Annie Belle Trezise, having been set for hearing at the Court House in Centreville, Queen Anne County, Maryland on the 2nd day of March, A.D., 1960, at 10 o'clock A.M., and the writ of subpoena having been served on the said Annie Belle Trezise, and a copy of said writ and of the aforementioned Petition and Order of Court dated February 12, A.D., 1960, having been left with Dr. George E. Currier, Superintendent of the Eastern Shore State Hospital at Cambridge, Maryland, within ten (10) days from the date of the aforementioned Order as provided therein, and no appearance or answer having been entered or filed by or on behalf of the said Annie Belle Trezise, and the matters and facts alleged in said Petition having been considered by the Court, it is, thereupon, this 8th day of March, A.D., 1960, by the Circuit Court for Queen Anne County and State of Maryland, in Equity, ADJUDGED, ORDERED and DECREED that Hilda B. Lund be and she is hereby appointed Committee for Annie Belle Trezise, Incompetent, of Queen Anne County, Maryland, and she shall file with this Court a bond for the faithful performance of her duties in the penal sum of Ten Thousand Dollars with corporate sureties to be approved by the Clerk of this Court, and the said committee shall take into her possession and custody all of the property, real, personal and mixed, of the said Annie Belle Trezise and shall administer it for the use and benefit of the said Annie Belle Trezise, managing, renting and collecting the rent of any leasehold or real property; and said committee shall receive, collect, hold and manage any and all monies due the said Annie Belle Trezise and shall expend such sums as are necessary for the support and maintenance of the said Annie Belle Trezise and for other necessary expenses in the proper administration of the property and estate of the said Annie Belle Trezise and shall render to this Court annual reports showing her administration thereof, reserving, however, unto the said Annie Belle Trezise the right to enter her appearance and file her answer herein at any time hereafter.

THOS J. KEATING, JR.
JUDGE

Filed March 8, 1960

PETITION & ORDER OF COURT

Filed Dec. 21, 1960

In the Matter of : No. 4300 Chancery
Annie Belle Trezise, : In the Circuit Court for
Incompetent : Queen Anne County, Maryland

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Hilda B. Lund, Committee for Annie Belle Trezise, respectfully represents:

FIRST:

That the said Hilda B. Lund was heretofore by Order of this Honorable Court on March 8, 1960, appointed Committee for Annie Belle Trezise, Incompetent, and has filed her bond in these proceedings in the amount ordered by this Honorable Court.

SECOND:

That Annie Belle Trezise, Incompetent, is the owner of a certain lot or parcel of land located in the Second Precinct of the Fifty Election District of Queen Annes County, Maryland, which is improved by a two-story, eight-room dwelling house which is in a poor state of repair, and being the same property which was conveyed unto the said Annie Belle Trezise and her husband by George V. Lewis and wife by deed dated August 3, 1950, and recorded among the Land Records of Queen Annes County, Maryland in Liber N.B.W. No. 7, folio 56, the said husband of Annie Belle Trezise having since departed this life whereupon the entire fee simple title of said property became vested in the said Annie Belle Trezise by operation of law.

THIRD:

That this property is in a poor state of repair and is rapidly deteriorating, and your Petitioner has no funds in her hands with which to properly maintain and manage this residence and is informed that the amount which it would bring if rented would not be a sufficient sum to adequately maintain the property, and for that reason it is the opinion of your Petitioner and her counsel that this property should be sold.

FOURTH:

That your Petitioner has received an offer from Willard E. Burns and Effie H. Burns, his wife, of Queen Annes County, Maryland, to purchase the aforementioned property at and for the sum of THREE THOUSAND HUNDRED DOLLARS (\$3,300.00), which your Petitioner believes to be a fair and just price for said property and desires this Court to authorize her to consummate the sale of this property and to execute a deed therefor, and your Petitioner believe that it is to the benefit of said Incompetent that this property be sold and dis-

posed of in the aforesaid manner.

FIFTH:

That your Petitioner will proceed to take the testimony of a qualified and disinterested party to attest to the value of the foregoing property and to the fact that it is to the benefit of said Incompetent that this property be sold and disposed of in the aforesaid manner.

WHEREFORE, pursuant to Section 137 of Article 16 of the Annotated Code of Maryland and in compliance with Rule 1301 of the Maryland Rules of Procedure, your Petitioner prays that an Order may be passed authorizing, directing and empowering her to:

a. Grant and convey unto Willard E. Burns and Effie H. Burns, his wife, as tenants by the entireties, by good and sufficient deed, in fee simple, absolutely, all that lot or tract of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Annes County, Maryland, at or near Grasonville, Maryland, and being a part of Lot No. 5 of "Walter Jewell Addition Sub-Division" as will appear by plat thereof recorded among the aforesaid Land Records in Liber B.H.T. No. 2, Folio 108, and being the same land conveyed unto the said Annie Belle Trezise and husband by George V. Lewis and wife by deed dated August 3, 1950, and recorded among the aforesaid Land Records in Liber N.B.W. No. 7, Folio 56, the said husband of Annie Belle Trezise having since departed this life whereupon the entire fee simple title of said property became vested in the said Annie Belle Trezise by operation of law, upon the payment to her of the purchase price of THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300.00).

b. Pay unto Hearne, Fox & Bailey and Schaefer, Waltjen & Arabian, attorneys for the Petitioner, a fee of FIVE HUNDRED DOLLARS (\$500.00) in payment of their services in connection with the appointment of a Committee for the Incompetent and their services to date in the matter of the incompetency of Annie Belle Trezise.

c. Pay all costs incidental to this Chancery cause including any unpaid bond premiums.

d. Pay unto Linwood C. Yates & Co., real estate brokers, a commission of THREE HUNDRED THIRTY DOLLARS (\$330.00) for effecting the sale of this property.

e. Retain the balance of the purchase price received from the sale of the property in a checking or savings account subsequent to further Order of this Court.

Respectfully submitted

HILDA B. LUND

Hilda B. Lund, Petitioner

HEARNE, FOX & BAILEY

By HEARNE FOX & BAILEY
Hamilton P. Fox

SCHAEFER, WALTJEN & ARABIAN

By WILLIAM SCHAEFER
Attorneys for Petitioner

Filed Dec. 21, 1960.

TESTIMONY

Filed Dec. 21, 1960

And then came Linwood C. Yates, a witness of lawful age, produced on behalf of the Petitioner who deposeseth to say:

Examination by Hamilton P. Fox, counsel for Petitioner.

Q. 1. Please state your name, age, residence and occupation.

A. My name is Linwood C. Yates. I am 34 years of age. I am a licensed real estate broker and owner of Linwood C. Yates & Co., in Centreville, Maryland, and reside at Centreville, Maryland. I am also an appraiser and member of the American Society of Appraisers.

Q. 2. Are you familiar with the value of property in and around Queen Anne's County? If so, why?

A. Yes, I am familiar with the value of real estate in and around Queen Anne's County. I am the owner of Linwood C. Yates & Co., which company sells real estate in and around Queen Anne's County. I have been in the real estate business almost 11 years.

Q. 3. Are you familiar with the property mentioned in the petition in these proceedings, located on State Road from Love Point to Centreville, that the Committee for Incompetent proposes to sell?

A. Yes, I am familiar with the property.

Q. 4. Please describe this property, give your ideas of the value thereof and the reasons therefor.

A. The property in question is located on the State Road, Maryland 18, in Grasonville,

Maryland. It consists of a large two-story, eight room house in a poor state of repair. The house is of frame construction and is approximately 50 years old. It has no heating system and water is supplied by an electrically operated water pump. However, there is no water pump on the Trezise property and water is supplied to the Trezise property and the property next door by a single water pump which is jointly maintained. This is not a very satisfactory arrangement and any purchaser will want to install his own water pump. There is no septic tank on the Trezise property and evidently some arrangement has been made in the past to use the septic tank on a neighboring piece of property. This also presents a difficulty that affects the market ability of this property. The bath and kitchen are functionally obsolete. The location is poor and the real estate market in and around Grasonville is extremely slow. Both my brother Grant, who is also in the real estate business, and I have inspected this property and, in my opinion, \$3,000.00 is a fair price for it.

- Q. 5. Do you think it to the best interest of the incompetent that this property be sold?
- A. Yes, I believe it is to the best interest of the incompetent that this property be sold.
- Q. 6. At what do you place the value of this property based on your examination of the same.
- A. As I stated above, I am actively engaged in the Operation of Linwood C. Yates & Co., and based on my experience in the field of real estate purchase and exchange and my examination of this property it is my opinion that this property is worth \$3,000.00.
- Q. 7. With knowledge of the fact that the Committee for the incompetent owner of this property has received a bid for the same in the amount of \$3,300.00, do you believe it to be to the best interest of the incompetent that this property be sold for that price.
- A. As I stated above, I value this property at \$3,000.00 and in my opinion it would be to the unquestioned advantage of the incompetent that this property be sold for \$3,300.00.

LINWOOD C. YATES
Linwood C. Yates

Filed Dec. 21, 1960

TESTIMONY OF CHARLES E. ANTHONY, JR.

Filed Jan. 19, 1961

And then came Charles E. Anthony, Jr., a witness of lawful age, produced on behalf of the Petitioner who deposes to say:

Examination by Hamilton P. Fox, counsel for Petitioner.

- Q. 1. Please state your name, age, residence and occupation.
- A. My name is Charles E. Anthony, Jr. I am 32 years of age. I am a Partner in Eastern Shore Estates Co., Realtors, in Centreville, Maryland, and reside at Centreville, Maryland.
- Q. 2. Are you familiar with the value of property in and around Queen Anne's County? If so, why?
- A. Yes, I am familiar with the value of real estate in and around Queen Anne's County. I am a Partner in Eastern Shore Estates Co., which company sells real estate in and around Queen Anne's County. I have been associated with Eastern Shore Estates Co. in the real estate business since 1955.
- Q. 3. Are you familiar with the property mentioned in the petition in these proceedings, located on State Road from Love Point to Centreville, that the Committee for the Incompetent proposes to sell?
- A. Yes, I am familiar with the property.
- Q. 4. Please describe this property, give your ideas of the value thereof and the reasons therefor.
- A. The property in question is located on the State Road, Md. 18, in Grasonville, Maryland. It consists of a large two-story, eight-room house in a poor state of repair. The house is of frame construction and is approximately 50 years old. It has no heating system and water is supplied by an electrically operated water pump. However, there is no water pump on the Trezise property and water is supplied to the Trezise property and the property next door by a single water pump which is jointly maintained. This is not a very satisfactory arrangement and any purchaser will want to install his own water pump. There is no septic tank on the Trezise property and evidently some arrangement has been made in the past to use the septic tank on a neighboring piece of property. This also presents a difficulty that affects the market ability of this property. The bath and kitchen are functionally obsolete. The location is poor and the real estate market in and around Grasonville is extremely slow. I have inspected this property and, in my opinion, \$3,000.00 is a fair price for it.
- Q. 5. Do you think it to the best interest of the incompetent that this property be sold?

- A. Yes, I believe it is to the best interest of the incompetent that this property by sold.
- Q. 6. At what do you place the value of this property based on your examination of the same.
- A. As I stated above, I am actively engaged in the Operation of Eastern Shore Estates Co., and based on my experience in the field of real estate purchase and exchange and my examination of this property it is my opinion that this property is worth \$3,000.00.
- Q. 7. With knowledge of the fact that the Committee for the incompetent owner of this property has received a bid for the same in the amount of \$3,300.00, do you believe it to be to the best interest of the incompetent that this property be sold for that price.
- A. As I stated above, I value this property at \$3,000.00, and in my opinion it would be the unquestioned advantage of the incompetent that this property be sold for \$3,300.00

CHARLES E ANTHONY, JR.
Charles E. Anthony, Jr.

Filed Jan. 19, 1961

CERTIFIED COPY OF BOND

Filed Jan. 26, 1961

Queen Anne's County, to wit: Be it remembered that on this Twenty-sixth day of January in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:

In the Matter of	:	No. 4300	Chancery
Annie Belle Trezise,	:	In the Circuit Court for	
Incompetent	:	Queen Anne County, Maryland	

B O N D

KNOW ALL MEN BY THESE PRESENTS That we Hilda B. Lund, of Baltimore City, Maryland, and the Fidelity and Deposit Company of Maryland a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Dollars (\$10,000.00) to be paid to the State of Maryland aforesaid; to which payment whereof, well and truly to be made we hereby bind ourselves, our/and each of our heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of March, in the year of our Lord nineteenth hundred and sixty.

WHEREAS, the above bounden Hilda B. Lund by virtue of an Order of the Circuit Court for Queen Anne County and State of Maryland, has been appointed Committee of the person and Estate of Annie Belle Trezise, in the Matter of Annie Belle Trezise, Incompetent, now pending in said Court.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above Hilda B. Lund shall well and truly perform the trust reposed in her by said Order or that may be reposed in her by any future Order in the premises, then this obligation shall be void, otherwise, it shall remain and be in full force and virtue in law.

WITNESS:

W. D. SCHAEFER

MRS. HILDA B. LUND (SEAL)
Hilda B. Lund

HAMILTON P. FOX

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

Corporate
Seal

Per CHARLES S. MEAINI JR
Attorney in Fact

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Jan 26, 1961

T. Sorden Pippin, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 68, a Bond Record for Queen Anne's County.

Clerk's
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 26th day of January in the year nineteen hundred and sixty-one.

T. Sorden Pippin,
Clerk

ORDER TO ENTER APPEARANCE

Filed Feb. 9, 1961

IN THE MATTER OF

ANNIE BELLE TREZISE,

INCOMPETENT

vs.

In the Circuit Court for Queen
Anne's County
No. 4300 Chy.

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____.

Mr. T. SORDEN PIPPIN.

Clerk of the Circuit Court for Queen Anne's County.

You will please enter my appearance for Hilda B. Lund, Committee for Annie Belle Trezise, in the above entitled case.

CLAYTON C. CARTER

Filed Feb. 9, 1961

DEPOSITIONS

Filed Feb. 10, 1961

IN THE MATTER OF

ANNIE BELLE TREZISE,

INCOMPETENT

:

:

:

:

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Chy. No. 4300

DEPOSITIONS

Pursuant to notice given unto your Examiner by Clayton C. Carter, of counsel for the Petitioner, Hilda B. Lund, Committee for Annie Belle Trezise, of his desire to take testimony in support of the Petition filed on September 21, 1960 your Examiner did attend at the office of Clayton C. Carter, Esquire, 111 Lawyers Row, Centreville, Maryland on Thursday, February 9, 1961 at 10:00 o'clock A.M., and after administering the oath to Rebecca Jane Nelson, stenographer, did administer the oath to Charles E. Anthony, Jr., the witness produced by the Petitioner and did proceed to take the following deposition:

The witness, Charles E. Anthony, Jr., being produced on behalf of the Petitioner having been duly sworn did depose and say:

Examination by Mr. Carter, counsel for Petitioner:

Q. Please state your name, age, residence and occupation.

A. My name is Charles E. Anthony, Jr. I am 32 years of age. I am a partner in Eastern Shore Estates Co., Realtors, in Centreville, Maryland, and reside at Centreville, Maryland.

Q. Are you familiar with the value of property in and around Queen Anne's County, If so, why?

A. Yes, I am familiar with the value of real estate in and around Queen Anne's County. I am a partner in Eastern Shore Estates Co., which company sells real estate in and around Queen Anne's County. I have been associated with Eastern Shore Estates Co. in the real estate business since 1955.

Q. Are you familiar with the property mentioned in the Petition in these proceedings, located on State Road from Live Point to Centreville, that the Committee for the Incompetent proposes to sell?

A. Yes, I am familiar with the property.

Q. Please describe this property, give your ideas of the value thereof and reasons therefor.

A. The property in question is located on the State Road, Md. 18, in Grasonville, Maryland. It consists of a large two-story, eight-room house in a poor state of repair. The house is of frame construction and is approximately 50 years old. It has no heating system and water is supplied by an electrically operated water pump. However, there is no water pump on the Trezise property and water is supplied to the Trezise property and the property next door by a single water pump which is jointly maintained. This is not a very satisfactory arrangement and any purchaser will want to install his own water pump. There is no septic tank on the Trezise property and evidently some arrangement has been made in the past to use the septic tank on a neighboring piece of property. This also presents a difficulty that affects the market ability of this property. The bath and kitchen are functionally obsolete. The location is poor and the real estate market in and around Grasonville is ex-

tremely slow. I have inspected this property and, in my opinion, \$3,000.00 is a fair price for it.

Q. Do you think it to the best interest of the incompetent that this property be sold?

A. Yes, I beleive it is to the best interest of the incompetent that this property be sold?

Q. At what do you place the value of this property based on your examination of the same?

A. As I stated above, I am actively engated in the operation of Eastern Shore Estates Co., and based on my experience in the field of real estate purchase and exchange and my examination of this property it is my opinion that this property is worth \$3,000.00.

Q. With knowledge of the fact that the Committee for the Incompetent owner of this property has received a bid for the same in the amount of \$3,300.00, do you believe it to be to the best interest of the incompetent that this property be sold for that price?

A. As I stated above, I value this property at \$3,000.00, and in my opinion it would be to the unquestioned advantage of the Incompetent that this property be sold for \$3,300.00.

There being no further testimony, the examination was closed.

The undersigned does hereby certify that he was employed at the instance of Clayton C. Carter, Esquire, and was engaged therein for a period of fifteen minutes.

B. HACKETT TURNER
Examiner

Examiner's costs:

B. Hackett Turner, Jr., Examiner \$ 10.00

Stenographer:

Rebecca Jane Nelson 5.00

Witness:

Charles E. Anthony, Jr.75

TOTAL \$ 15.74

Filed Feb 10, 1961

DECREE

Filed Feb. 23, 1961

D E C R E E

The Petition and the Depositions filed herein, having been read and considered, and it appearing that a sale of the real estate of said incompetent would be to her interest and advantage, it is thereupon, this 23rd day of February, 1961, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold unto Willard E. Burns and Effie H. Burns, his wife, as tenants by the entireties, for the sum of THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300.00), subject to the payment of a commission of THREE HUNDRED AND THIRTY DOLLARS (\$330.) to Linwood C. Yates & Co., real estate brokers, for effecting the sale of this property.

That as soon as may be convenient after the Committee has made sale of said property unto said purchasers in accordance with their offer, the said Committee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the Court's ratification of said sale, and on the payment of the whole of the purchase money, and not before, the said Committee shall, by a good and sufficient deed, to be executed, acknowledged and recorded agreeably to law, at the purchasers' expense, convey to the purchasers, the property and estate so sold to them, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through or under them or any of them.

And that said Committee shall bring into this Court all of the money arising from said sale, to be disbursed or invested under the direction of this Court, after deducting therefrom the costs of this proceeding, the payment of said brokers commission and such commissions to said Committee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

THOS J. KEATING JR.
Judge

Filed Feb. 23, 1961

REPORT OF SALE

Filed March 9, 1961

In the Matter of	"	No. 4300 Chancery
Annie Belle Trezise,	"	In the Circuit Court for
Incompetent	"	Queen Anne County, Maryland

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, respectfully represents:

That in accordance with an Order of this Court dated the 23rd day of February, A.D., 1961, the said Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, was authorized and directed to consummate the sale to Willard E. Burns and Effie H. Burns, his wife, at and for the sum of THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300.00), of all that lot or tract of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Annes County, Maryland, at or near Grasonville, Maryland, and being a part of Lot No. 5 of "Walter Jewell Addition Sub-Division" as will appear by plat thereof recorded among the Land Records of Queen Annes County, Maryland, in Liber B.H.T. No. 2, Folio 108, and being the same land conveyed unto the said Annie Belle Trezise and husband by George V. Lewis and wife by deed dated August 3, 1950, and recorded among the aforesaid Land Records in Liber N.B.W. No. 7, Folio 56, the said husband of Annie Belle Trezise having since departed this life whereupon the entire fee simple title of said property became vested in the said Annie Belle Trezise by operation of law. That in accordance with the said Order of Court, the said Hilda B. Lund has consummated said sale and now desires this Court to ratify and confirm the same.

Respectfully submitted,

HILDA B LUND Committee for
Annie Belle Trezise-Incompetent
 Hilda B. Lund, Committee for
 Annie Belle Trezise, Incompetent

HEARNE, FOX & BAILEY

By HAMILTON P. FOX
 Attorneys for Petitioner

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this 4 day of March, A.D., 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, and made oath in due form of law that the sale made and reported in these proceedings was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

WILLIAM D SCHAEFER
 Notary Public

Filed March 9, 1961

ORDER NISI ON SALE

Filed March 9, 1961

ORDER NISI ON SALE

In the Matter of	)	In the Circuit Court
Annie Belle Trezise	)	for Queen Anne's County
Incompetent	)	In Equity
	)	Cause No. <u>4300</u>

ORDERED, this 9th. day of March, 1961, that the sale of the real property, made and reported in this cause by Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, be ratified and confirmed, on or after the 10th. day of April, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd. day of April, 1961.

The report states the amount of sales to be \$3,300.00.

T. SORDEN PIPPIN Clerk

Filed March 9, 1961

ORDER NISI ON SALE

Filed April 21, 1961

In the Matter of
Annie Belle Trezise
Incompetent

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4300

ORDERED, this 9th day of March, 1961, that the sale of the real property, made and reported in this cause by Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, be ratified and confirmed, on or after the 10th day of April, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd day of April, 1961.

The report states the amount of sales to be \$3,300.00.

Filed March 9, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 21, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Annie Belle Trezise, Incompetent a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 3rd day of April, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of March 1961, and the last insertion on the 30th day of March 1961

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed April 21, 1961

FINAL RATIFICATION OF SALE

Filed April 21, 1961

IN THE MATTER OF
ANNIE BELLE TREZISE,
INCOMPETENT

: IN THE CIRCUIT COURT
:
: FOR
:
: QUEEN ANNE'S COUNTY
:
: IN EQUITY

CHANCERY NO. 4300

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 21st day of April, 1961, that the sale of the real estate made and reported to this cause by Hilda B. Lund, Committee for Annie Belle Trezise, incompetent, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Committee is allowed the usual commissions and such proper expenses, not personal, as she shall produce vouchers therefor to the Auditor.

THOS J. KEATING JR.
Judge

Filed April 21, 1961

PETITION

Filed May 18, 1961

In the Matter of : No. 4300 Chancery
 Annie Belle Trezise, : In the Circuit Court for
 Incompetent : Queen Anne County, Maryland

* * * * *

The Petition of Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, respectfully represents:

That your Petitioner has received a bill from Hearne, Fox & Bailey and Schaefer, Waltjen & Arabian, attorneys for the Petitioner, in payment of their services in the amount of \$643.20, which services to date are as follows:

1. Preparation of Petition of Incompetency
2. Obtaining necessary affidavits from two physicians
3. Preparing Petition and Order authorizing sale of real estate
4. Employing realtor to sell real estate
5. Examination of title to real estate in order to obtain description to prepare Contract of Sale
6. Court Costs advanced - \$12.00
7. Toll Calls - \$2.20
8. Bond Premium for two years advanced to the Fidelity & Deposit Company in the amount of \$120.00

Your Petitioner believes that the bill for the aforementioned items is reasonable and commensurate with the services rendered and desires authorization to pay the same.

HILDA B. LUND, COMMITTEE
 Petitioner

Filed May 18, 1961

ORDER OF COURT

Filed May 18, 1961

The above Petition having been read and considered, it is, thereupon, this 18th day of May, A.D., 1961, ORDERED that Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, be and she is hereby authorized to pay unto Hearne, Fox & Bailey and Schaefer, Waltjen & Arabian, attorneys, the sum of SIX HUNDRED THIRTY FOUR AND 20/100 DOLLARS (\$634.20) for services rendered and costs advanced.

THOS J. KEATING JR.
 JUDGE

Filed May 18, 1961

AUDIT

Filed May 22, 1961

IN THE MATTER OF
 ANNIE BELLE TREZISE,
 INCOMPETENT

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY
 IN EQUITY

No. 4300

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully represents:

1. That this account is stated at the request of Hild B. Lund, Committee, who was duly appointed the same by order of this court of March 2, 1960, and thereafter qualified.

2. That by Decree of this Court of February 23, 1961, the private sale of the real estate sold in this cause was authorized to Willard E. Burns and wife for the sum of \$3,300.00.

3. That in the within account, said committee is charged with the total proceeds of the real estate sold in this cause, and thereafter is allowed all expenses not personal which pertain to the sale of the realty so sold in accordance with the final order of ratification of this court, as well as, expenses specifically authorized by other orders of this court, and the costs of stating this account.

4. That the balance was directed to be added to the corpus of this trust, after showing the costs of conversion of this asset.

Respectfully submitted,

J THOMAS CLARK
Auditor

May 22, 1961

Cause No. 4300

The proceeds of the sale of land reported in this Cause, in account with Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of sale land).

Cr.

1961
Mar 9 By gross proceeds of the sale of said land, per report of vendor, to wit:----- \$3,300.00

Dr.

To Hilda B. Lund, Committee (and vendor) for her commissions for making said sale, per order of Court -----	\$315.00	
To do., for court costs paid in this cause, per receipt of Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk -----	\$27.30	
Costs of B. Hackett Turner, Examiner -----	10.00	
Costs of Becky Nelson, Stenographer -----	5.00	
Witness fee of Charles E. Anthony, Jr., -----	.75	43.05
To do., for vendor's share of 1961 County and State taxes on realty sold in this cause, being 4½ mos, deducted from purchase price, per settlement sheet of parties to sale exhibited, to wit: -----		16.61
To do., for an amount paid Linwood C. Yates & Co. real estate brokers, for procuring sale of realty, per order of Court of Feb. 23, 1961, per receipt for same exhibited, to wit: -----		330.00
To do., for an amount paid Queen Anne's Record-Observer for publishing the nisi of sale passed in this cause, per receipt for the same exhibited, to wit: -----		12.00
To do., for an amount due Hearne, Fox & Bailey and Schaefer, Waltjen & Arabian, attorneys, for legal services rendered and costs advanced, per order of Court of May 18, 1961, to wit: -----		634.20
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----		10.00
To J. Thomas Clark, auditor, for stating this audit, the sum of -----		36.00
To Hilda B. Lund, Committee in this cause, the balance to be carried to the corpus administered by her in this cause, after showing her loss for such conversion of realty so sold, the sum of -----		1903.14
	\$3300.00	\$3,300.00

May 22, 1961

J THOMAS CLARK
Auditor

Filed May 22, 1961

ORDER NISI

Filed May 22, 1961

NISI RATIFICATION OF AUDIT

IN THE MATTER OF
ANNIE BELLE TREZISE,
INCOMPETENT

) In the Circuit Court
) for Queen Anne's County
)
) In Equity

Cause No. 4300

ORDERED, this 22nd. day of May, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th. day of June, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 2nd. day of June, 1961.

Diled May 22, 1961

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed June 16, 1961

NISI RATIFICATION OF AUDIT

In The Matter of
Annie Belle Trezise,
Incompetent

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4300

ORDERED, this 22nd day of May, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th day of June, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 2nd day of June, 1961.

T. SORDEN PIPPIN, Clerk

Filed: May 22, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 9, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of ANNIE BELLE TREZISE a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 9th day of June, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of May 1961, and the last insertion on the 1st day of June, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed June 16, 1961

EXCEPTION TO AUDIT

Filed June 19, 1961

IN THE MATTER OF : IN THE CIRCUIT COURT
ANNIE BELLE TREZISE, : FOR
INCOMPETENT : QUEEN ANNE'S COUNTY
: IN EQUITY
: NO. 4300

EXCEPTION TO AUDIT

Now comes Hilda B. Lund, Committee for Annie Belle Trezise, Incompetent, by Clayton C. Carter, her attorney, and for exception to the audit filed in this cause on May 22, 1961, says:

That the debt in the amount of \$12.00 for publishing the nisi of sale should not be allowed, since it is included in the costs advanced by Hearne, Fox & Bailey of \$634.20.

WHEREFORE, your Petitioner prays this Honorable Court to ratify said audit as stated, less the debit of \$12.00, so as to show a balance to be carried to the corpus of this estate of \$1,915.14.

Respectfully submitted,

CLAYTON C. CARTER
Attorney for Committee
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland
Telephone: 368

FINAL RATIFICATION OF AUDIT

Filed June 19, 1961

FINAL RATIFICATION OF AUDIT

The foregoing Exception having been read and considered, it is ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 19th day of June, 1961 that the foregoing Exception, be, and it is, hereby granted, and the report and account filed in these proceedings on May 22, 1961, by J. Thomas Clark, Auditor, be, and the same is, hereby finally ratified and confirmed, less the debit of \$12.00 so as to show a balance to be carried to the corpus of this estate of \$1,915.14, no other cause to the contrary thereof having been shown, although due notice thereof appears to have been given as required by the preceding audit nisi; and the said Committee is hereby directed to account for the sum of \$1,915.14 in her next annual report and to apply the funds distributed by the audit accordingly.

THOS J KEATING JR.
Judge

Filed June 19, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of November in the year nineteen hundred and sixty, the following ORDER FOR APPEARANCE AND TO DOCKET FORECLOSURE SUIT was brought to be recorded, to wit:-

PHILANDER B. BRISCOE, Attorney named in mortgage for purposes of collection and forcëclosure of mortgage,	:	IN THE
	:	CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs	:	In Chancery
WILLIAM GARFIELD BUTLER	:	Docket 4346
and	:	Folio
MARY ELIZABETH BUTLER, his wife	:	Number
Defendants	:	

: : : : : : : : : :

ORDER FOR APPEARANCE AND TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please enter case on your Chancery Docket as above captioned, file as Exhibit A the attached meortgage from above Defendants to Metropolis Building Association of Baltimore City, dated 31st day of October, 1958, recorded Liber T.S.P. No. 45, Folio 426, default having occurred in the covenants of said mortgage, and enter my appearance for Plaintiff.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney for Plaintiff
436 Equitable Building
Baltimore 2, Maryland
Plaza 2-1403

Filed Nov. 14, 1960

MORTGAGE EXHIBIT A

Filed Nov. 14, 1960

#41,792

LIBER 45 PAGE 426

RECEIVED FOR RECORD Jan. 20, 1959

BUILDING ASSOCIATION MORTGAGE-CITY OR COUNTY-WITH CLAUSE-47

EXHIBIT A

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of October in the year one thousand nine hundred and fifty-eight between WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife of the County of Queen Anne, in the State of Maryland, Mortgagors, and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife being members of the said body corporate have received therefrom an advance of Four Thousand Two Hundred Ninety (\$4,290.00) Dollars on Thirty-three shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife do grant unto METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY and its successors and assigns all THAT piece or parcel of ground situate and lying in the Town of Church Hill, Queen Anne's Co. at present known as No. and described as follows: BEGINNING FOR THE SAME at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty land South 49 degrees West 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the Southwest side of said New Street to a stone, thence running with and binding on the Southwest side of said New Street in Northwesterly direction 60 feet to the place of beginning.

Being the same property which Richard W. Murphy conveyed to Mortgagors by Deed dated October 31, 1958 and recorded among Land Records of Said Queen Anne's County immediately prior hereto.

Said RICHARD W. MURPHY was divorced a vinculo matrimonii by Circuit Court for Kent County, Maryland by Decree dated March 22, 1957.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, in Fee Simple

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on part contained, then this Mortgage shall be void.

AND the said Mortgagors, for their heirs, executors, administrators and assigns, covenant with the said Metropolis Building Association of Baltimore City its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Twenty-five cents on each of said Thirty-three shares of stock as dues, until the combined payment of dues shall amount to One Hundred Thirty Dollars for each of said Thirty-three shares, and also to pay weekly, the sum of Fifteen cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Eighty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Philander B. Briscoe, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors

TEST:

LUISA L. BRISCOE
Luisa L. Briscoe

(WILLIAM GARFIELD BUTLER (SEAL)
(William Garfield Butler
(
(MARY ELIZABETH BUTLER (SEAL)
(Mary Elizabeth Butler

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 31st day of October in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Garfield Butler and Mary Elizabeth Butler, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Stuart C. Smith, President of the Metropolis Building Association of Baltimore City and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

LUISA L. BRISCOE
Luisa L. Briscoe Notary Public

Filed Nov. 14, 1960

CERTIFIED COPY OF BOND

Filed Dec. 2, 1960

Queen Anne's County, to wit: Be it remembered that on this Second day of December in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

FIDELITY AND DEPOSIT COMPANY
Home Office Baltimore 3
OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That we, Philander B. Briscoe, 436 Equitable Building, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$4,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of December in the year of our Lord 1960

Whereas, the above bounden Philander B. Briscoe by virtue of the power contained in a mortgage from William Garfield Butler and Mary Elizabeth Butler to Metropolis Building Association bearing date the -- day of -- and recorded among the mortgage records of Queen Anne's County in Liber --- No.--- Folio --- and Philander B. Briscoe is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Philander B. Briscoe does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Philander B. Briscoe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

ALICE C. PAPEN

PHILANDER B. BRISCOE (SEAL)
Philander B. Briscoe

Witness:

D. ANTHONY
D. Anthony As to Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By JOSEPH C McHUGH
Joseph C. McHugh Attorney-in-Fact

Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Dec. 2, 1960

T. Sorden Pippin Clerk

Certified Copy of Power of Attorney attached hereto.

MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 59, a Bond Record Book for Queen Anne's County.

Court Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Second day of December in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

STATEMENT OF MORTGAGE DEBT

Filed Dec. 2, 1960

PHILANDER B. BRISCOE, Atty, vs.
WILLIAM GARFIELD BUTLER, et al

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN Chancery #4346

MORTGAGE DEBT STATEMENT

Original Loan	\$4,290.00	
Paid on Account	<u>207.45</u>	
Balance due on Principal		\$4,082.55
Interest to date 32 weeks @4.80		153.60
Fines to date 32 weeks @1.60		51.20
Release fee 2%		<u>81.65</u>
		\$4,369.00

Expense Account - Credit Balance	113.18	
Due Association	\$4,255.82	
Attorney's Fee	10.00	
President's Fee	10.00	
Gross Amount Due		\$4,275.82

STATE OF MARYLAND, CITY OF BALITMORE, To wit:

I HEREBY CERTIFY, That on this 1st day of December, 1960, before me, the sub-
scriber, a Notary Public, in and for said City and State, personally appeared Stuart C.
Smith, President of The Metropolis Building Association of Baltimore City, and made oath
in due form of law that the figures set forth in said Mortgage Debt Statement are true
and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ALICE C. PAPEN
Alice C. Paper, Notary Public

Filed Dec. 2, 1960

REPORT OF SALE

Filed Dec. 22, 1960

PHILANDER B. BRISCOE	:	IN THE
Attorney named in mortgage	:	CIRCUIT COURT
for purposes of collection	:	
and foreclosure of mortgage,	:	FOR
	:	QUEEN ANNE'S COUNTY
Plaintiff	:	
us.	:	IN CHANCERY
WILLIAM GARFIELD BUTLER	:	Docket
and	:	Folio
MARY ELIZABETH BUTLER, his wife	:	Case No. 4346
Defendants	:	

: : : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Philander B. Briscoe, Attorney named in mortgage, to make
sale for foreclosure of mortgage from William Garfield Butler and Mary Elizabeth Butler,
his wife, to Metropolis Building Association of Baltimore City, dated October 31st, 1958,
and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 45, Folio
426, default having occurred in the covenants contained in said mortgage, which was filed
heretofore in these proceedings, respectfully shows unto Your Honors:

That after having given bond with security for the faithful discharge of his trust
as reposed in him by the terms of sale by advertisement in Queen Anne's Record Observer
and Baltimore Sun, newspapers published in Queen Anne's County and Baltimore City respect-
ively for required period before the day of sale as will appear by reference hereto an-
nexed Notice of Sale, copies of which were mailed to about 15 prospective purchasers and
the premises having been posted by appropriate signs before the sale, he did pursuant to
said notice attend on the premises and then and there sold at 11:00 A.M., (E.S.T.) Satur-
day, December 10th, 1960, through Alex Cooper, Auctioneer, at public auction, in the
manner and upon the terms advertised to the highest bidder the property executed by said
mortgage and described therein as Lot lying in the Town of Church Hill, Queen Anne's
County, Maryland, and described as follows:

BEGINNING for the same at a stone planted on the Southwest side of New Street
adjoining the land of Richard Trusty and running thence with said Trusty land south 49
degrees west 102 feet to a stone, thence through the land of Henry Dodd parallel to New
Street 60 feet to a stone, thence still through said Dodd land parallel to the first
line reversed 102 feet to the southwest side of New Street to a stone, thence running
with and binding on the southwest side of said New Street in northwesterly direction
60 feet to the place of beginning, for title reference see Deed from Richard W. Murphy
to above mortgagors dated October 31st, 1958 and recorded among Land Records of said
County in Liber T.S.P. No. 45, Folio 424, and there sold said property to Metropolis
Building Association of Baltimore City, a body corporate, for the sum of TWO THOUSAND
(\$2,000.00) DOLLARS, it being the highest and best bid for said property and said
purchaser has complied with the terms of sale as set forth in said advertisement of sale,
the terms of sale being cash.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney named in Mortgage

STATE OF MARYLAND

CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, in the year Nineteen Hundred and Sixty, before me, the subscriber, a Notary Public, of the State of Maryland, County of Baltimore, personally appeared Philander B. Briscoe, Attorney named in above Report of Sale, and made oath in due form of law, tha the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

NOTARY
PUBLIC
SALE

MARY LEE SCHWARTZ
Mary Lee Schwartz
Notary Public

Filed Dec 22, 1960

Philander B. Briscoe, Solicitor
436 Equitable Bld. Balto. 2, Md.

ATTORNEYS SALE
OF VALUABLE FEE SIMPLE
DWELLING PROPERTY
Situated On New St., Church Hill
Queen Anne's County, Md.

Under and by virtue of the power of sale in mortgage from William Garfield Butler and Mary Elizabeth Butler, his wife, to Metropolis Building Association of Baltimore City, dated October 31, 1958, and recorded among the lands records of Queen Anne's County in Liber 45, Page 426, default having occurred in payment thereof in accordance with terms and conditions therein, the undersigned, Attorney named in Mortgage, will offer at public auction to the highest bidder, on

SATURDAY, DEC. 10, 1960
AT 11 O'CLOCK A.M.

ALL THAT PIECE OR PARCEL OF GROUND SITUATE AND LYING IN THE Town of Church Hill, Queen Anne's County, Maryland, and described as follows:

BEGINNING for the same at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty land South 49 degrees West 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the Southwest side of said New Street to a stone, thence running with and binding on the Southwest side of said New Street in Northwesterly direction 60 feet to the place of beginning. The improvements consist of a frame dwelling.

TERMS OF SALE: \$500 of the purchase money required as deposit at time of sale, balance in cash upon ratification of sale by Circuit Court for Queen Anne's County, or all cash on the day of sale at option of purchaser, deferred payment to bear interest from day of sale, possession to be given upon ratification of sale, purchaser to pay all costs of title papers and transfer including all revenue stamps, taxes adjusted to day of sale, property at risk of purchaser from day of sale.

PHILANDER B. BRISCOE,
Attorney named in Mortgage

ALEX COOPER, Auctioneer
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

ORDER NISI ON SALE

Filed December 22, 1960

PHILANDER B. BRISCOE
Attorney named in mortgage
for purposes of collection
and foreclosure of mortgage,
vs.
William Garfield Butler and
Mary Elizabeth Butler, his wife

) In the Circuit Court
)
) for Queen Anne's County,
)
) In Equity
) Cause No. 4346

ORDERED, this 22nd, day of December, 1960, that the sale of the real property, made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd. day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th. day of January, 1961.

The report states the amount of sales to be \$2,000.00.

T. SORDEN PIPPIN Clerk

Filed December 22, 1960

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Feb. 6, 1961

ORDER NISI ON SALE

Philander B. Briscoe,
Attorney named in mortgage for
purposes of collection and foreclosure of mortgage,

vs.
William Garfield Butler and
Mary Elizabeth Butler, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4346

ORDERED, this 22nd day of December, 1960, that the sale of the reap property, made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of January, 1961.

The report states the amount of sales to be \$2,000.00.

Filed: December 22, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 6, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on sale in the case/estate of William Garfield Butler & Mary Elizabeth Butler, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of December 1961, and the last insertion on the 12th day of January, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 6, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Feb. 9, 1961

Philander B. Briscoe, Solicitor
436 Equitable Bldg. Balto. 2, Md.

ATTORNEY'S SALE
OF VALUABLE FEE SIMPLE
DWELLING PROPERTY
Situating On New St., Church Hill
Queen Anne's County, Md.

Under and by virtue of the power of sale in mortgage from William Garfield Butler and Mary Elizabeth Butler, his wife, to Metropolis Building Association of Baltimore City, dated October 31, 1958, and recorded among the lands records of Queen Anne's County in Liber 45, Page 426, default having occurred in payment thereof in accordance with terms and conditions therein, the undersigned, Attorney named in Mortgage, will offer at public auction to the highest bidder, on

SATURDAY, DEC. 10, 1960
AT 11 O'CLOCK A.M.

ALL THAT PIECE OR PARCEL OF GROUND SITUATE AND LYING IN THE Town of Church Hill, Queen

Anne's County, Maryland, and described as follows:

BEGINNING for the same at a stone planted on the Southwest side of New Street adjoining the land of Richard Trusty and running thence with said Trusty and running thence with said Trusty land South 49 degrees West 102 feet to a stone, thence through the land of Henry Dodd parallel to New Street 60 feet to a stone, thence still through said Dodd land parallel to the first line reversed 102 feet to the Southwest side of said New Street to a stone, thence running with and binding on the Southwest side of said New Street in Northwesterly direction 60 feet to the place of beginning. The improvements consist of a frame dwelling.

TERMS OF SALE: \$500 of the purchase money required as deposit at time of sale, balance in cash upon ratification of sale by Circuit Court for Queen Anne's County, or all cash on the day of sale at option of purchaser, deferred payment to bear interest from day of sale, possession to be given upon ratification of sale, purchaser to pay all costs of title papers and transfer including all revenue stamps, taxes adjusted to day of sale, property at risk of purchaser from day of sale.

PHILANDER B. BRISCOE,
Attorney named in Mortgage

ALEX COOPER, Auctioneer
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Feb. 8, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of William Garfield Butler & Mary Elizabeth Butler, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of November 1960, and the last insertion on the 8th day of December, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 9, 1961

FINAL RATIFICATION OF SALE

Filed Feb. 9, 1961

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Chancery, this 9th day of February 1961, that the sale of the real estate made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof, having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Philander B. Briscoe, Attorney named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

THOS J KEATING JR.

Judge
Circuit Court for Queen Anne's County

Filed Feb 9, 1961

AUDIT

Filed Feb. 14, 1961

Philander B. Briscoe, Attorney
named in Mortgage, etc.

In The Circuit Court For
Queen Anne's County In
Equity No. 4346

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully resresents:

1. That the within account is stated at the request of Philander B. Briscoe, Attorney named in Mortgage (and vendor) in these proceedings, wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$2,989.69.

2. That in the within account, the vendor is charged with the proceeds of sale; and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the vendor's share of 1960 state and county realty taxes, his notary expenses, his fee for his services and commissions, as per terms of said mortgage, the fee of your auditor for stating this account, and the balance of said proceeds have been directed to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

February 10, 1961

Cause No. 4346

The proceeds of the sale of real estate reported in this cause, in account with Philander B. Briscoe, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

	Cr.	
1960		
Dec. 10	By proceeds of the sale of land, per report of vendor, to wit:-----	\$2,000.00

	Dr.	
To Philander B. Briscoe, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$200.00	
2-His commissions for making said sale-----	200.00	\$400.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs in this cause, per statement receipted exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk-----	\$28.00	
2-Appearance fee of Philander B Briscoe, Attorney-----	10.00	38.00
To do., for an amount due Stuart C. Smith, Agent, for the premium on the corporate surety bond filed in this cause, per statement exhibited, to wit:-----		18.00
To do., for amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:-----		
1-Costs of publishing advertisement of sale-----	\$50.87	
2-Costs of publishing order nisi of sale-----	12.00	62.87
To do., for an amount due The Baltimore Sun for publishing advertisement of sale, per statement exhibited, to wit:-----		15.70
To do., for an amount due Alex Cooper, auctioneer, for crying said sale per statement for same exhibited, to wit:-----		90.00
To do., for an amount paid for notary fees in this cause, per statement of vendor exhibited, to wit:-----		1.50
To do., for an allowance to vendor for 11 1/3 months of 1960 State and County taxes on realty sold herein in total sum of \$34.73, per advertisement of sale, to wit:-----		32.80

February 10, 1961

J THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----	10.00
To J. Thomas Clark, auditor, for stating this audit, the sum of -----	45.00
To Metropolis Building Association of Baltimore City as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein in the sum of \$4275.82, as per statement of mortgage indebtedness filed in this cause, the balance or the sum of -----	1286.13

\$2000.00 \$2,000.00

February 10, 1961

J THOMAS CLARK
Auditor

Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe, Attorney
named in mortgage for purpose of
collection and foreclosure of
mortgage

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
(
) Cause No. 4346

ORDERED, this 14th. day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd. day of March, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th. day of February, 1961.

T. SORDEN PIPPIN Clerk

Filed February 14, 1961

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed May 16, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe, Attorney named
in mortgage for purpose of collection
and foreclosure of mortgage

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4346

ORDERED, this 14th day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of March, 1961, unless cause to the contrary thereof, be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th day of February, 1961.

T. SORDEN PIPPIN, Clerk

Filed: February 14, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 15, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify tha the NISI RATIFICATION OF AUDIT in the case/estate of Briscoe vs. Butler and wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 24th day of February, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of February 1961, and the last insertion on the 23rd day of February, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed May 16, 1961

FINAL ORDER OF COURT

Filed May 17, 1961

FINAL ORDER OF COURT

ORDERED this 17th day of May, 1961, by the Circuit Court for Queen Anne's County in Chancery, that the foregoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given according to the previous Order, and that Atty. named in mortgage apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOS J. KEATING JR.
Judge, Circuit Court for
Queen Anne's County

Filed May 17, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of November in the year nineteen hundred and sixty, the following ORDER FOR APPEARANCE AND TO DOCKET FORECLOSURE SUIT was brought to be recorded, to wit:-

PHILANDER B. BRISCOE,	:	IN THE
Attorney named in mortgage	:	CIRCUIT COURT
for purposes of collection	:	
and foreclosure of mortgage,	:	FOR
	:	QUEEN ANNE'S COUNTY
Plaintiff	:	
vs.	:	In Chancery
WILLIAM GARFIELD BUTLER,	:	Docket 4347
MARY ELIZABETH BUTLER, his wife	:	
BETTY LOUISE BUTLER, Unmarried	:	Folio
MARY ELIZABETH LIVELY, unmarried,	:	
Defendants	:	Number
	:	

ORDER FOR APPEARANCE AND TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please enter case on your Chancery Docket as above captioned, file as Exhibit A the attached mortgage from above Defendants to Metropolis Building Association of Baltimore City, dated 20th day of February, 1960, recorded Liber T.S.P. No. 53, Folio 586, default having occurred in the covenants of said mortgage, and enter my appearance for Plaintiff.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney for Plaintiff
436 Equitable Building
Baltimore 2, Maryland
Plaza 2-1403

Filed Nov. 14, 1960

EXHIBIT A

Filed Nov. 14, 1960

#43,995 LIBER 53 PAGE 586

RECEIVED FOR RECORD Mar. 8, 1960

BUILDING ASSOCIATION MORTGAGE-CITY OR COUNTY-WITH CLAUSE-47

EXHIBIT A

THIS PURCHASE MONEY MORTGAGE, Made this Twentieth day of February in the year one thousand nine hundred and Sixty between WILLIAM GARFIELD BUTLER and MARY ELIZABETH BUTLER, his wife, BETTY LOUISE BUTLER, unmarried, MARY ELIZABETH LIVELY, unmarried, of Queen Anne's County, in the State of Maryland, of Kent County, in the State of Maryland, Mortgagors, and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said William Garfield Butler and Mary Elizabeth Butler, his wife, Betty Louise Butler, unmarried, Mary Elizabeth Lively, unmarried being members of the said body corporate have received therefrom an advance of FOUR THOUSAND TWO HUNDRED NINETY (\$4,290.00) Dollars on Thirty-three (33) shars of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said William Garfield Butler and Mary Elizabeth Butler, his wife, Betty Louise Butler, unmarried, Mary Elizabeth Lively, unmarried do grant unto Metropolis Building Association of Baltimore City and its successors and assigns, all that piece or parcel of ground situate and lying in Church Hill, Second Election District, Queen Anne's County, and described as follows:

BEGINNING for same on south side of Agnes Street at intersection of this lot and west line of Fenwick lot, and running thence with south side of Agnes Street in westerly direction 54 1/2 feet to Perry Tiller lot, thence with east line of Tiller lot and running in southerly direction 141 feet to a point, thence running in easterly direction 54 1/2 feet to Fenwick lot, thence with west line of Fenwick lot in northerly direction 141 feet to place of beginning.

BEING same property which John G. Anthony et ux conveyed to William Garfield Butler, Betty Louise Butler and Mary Elizabeth Lively by Deed dated September 25, 1950 and recorded among the Land Records of Queen Anne's County in Liber NBW #7, folio 351, said Deed inadvertently referring to Betty Louise Butler as wife of William Garfield Butler, whereas Betty Louise Butler is the unmarried sister of William Garfield Butler; Betty Louise Butler and Mary Elizabeth Lively, two of within mortgagors, execute within mortgage to grant additional security and to assume, guarantee and be bound by the terms and obligations thereof, jointly and severally, as a direct and primary obligation, waiving all extensions that may be granted in payment of mortgage installments, the within mortgage being supplemental to and in confirmation of Purchase Money Mortgage dated

October 31, 1958 and recorded in Liber TSP #45, folio 426 from said William Garfield Butler and Mary Elizabeth Butler, his wife, to within mortgagee in original amount of \$4290.00, upon which said original mortgagors have paid on account thereof, the balance with interest, fines, expenses and costs of within mortgage, the within mortgagors and each of them hereby agree and covenant to repay according to the terms and tenor of said original mortgage, which now being in default and mortgagee about to foreclose thereon, which foreclosure within mortgagee hereby agrees presently to forego upon acceptance of clear and unencumbered title to Agnes Street property as additional security therefor, and the guarantee aforesaid of within mortgagors whereby foreclosure would not be instituted by virtue of existing defalcation until and unless further defalcation occurs and provided further that within mortgagors pay at least \$20.00 each week until account is brought to date.

TOGETHER eith the improvements thereon; and the rights and appurtenances there-to belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns IN FEE SIMPLE.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said Moetropolis Building Association of Baltimore City its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Twenty-five cents on each of said Thirty-three shares of stock as dues, until the combined payment of dues shall amount to One Hundred Thirty Dollars for each of said Thirty-three shares, and also to pay weekly, the sum of Fifteen cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Eighty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors and assigns or PHILANDER B. BRISCOE, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever amy be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

Test:

WILLIAM GARFIELD BUTLER (SEAL)
William Garfield Butler

MARY ELIZABETH BUTLER (SEAL)
Mary Elizabeth Butler

BETTY LOUISE BUTLER (SEAL)
Betty Louise Butler

MARY ELIZABETH LIVELY (SEAL)
Mary Elizabeth Lively

STATE OF MARYLAND,

SS:

I HEREBY CERTIFY, that on this Feb day of 20th in the year one thousand nine

hundred and Sixty, before me, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared William Garfield Butler, Mary Elizabeth Butler, his wife, Betty Louise Butler, Mary Elizabeth Lively, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act.

WITNESS my hand and notarial seal.

NOTARY
PUBLIC
SEAL.

HARRY C LUSBY
Harry C. Lusby Notary Public

CITY OF BALTIMORE, STATE OF MARYLAND, TO-WIT:

I HEREBY CERTIFY that on this 24th day of February, 1960, Before me, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared STUART C. SMITH, President of Metropolitan Building Association of Baltimore City and made oath in due form of law that the considerations set forth in said mortgage is true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

MARY LEE SCHWARTZ
Mary Lee Schwartz Notary Public

Filed Nov. 14, 1960

CERTIFIED COPY OF BOND

Filed Dec. 2, 1960

Queen Anne's County, to wit: Be it remembered that on this Second day of December in the year nineteen hundred and sixty, the following Bond was filed for record, towit:-

FIDELITY AND DEPOSIT COMPANY

Home Office

OF MARYLAND

Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Philander B. Briscoe, 436 Equitable Building, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$4,500.00) -- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and one, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of December in the year of our Lord 1960

Whereas, the above bounden Philander B. Briscoe by virtue of the power contained in a mortgage from William Garfield Butler and Mary Elizabeth Butler & Betty Louise Butler & Mary Elizabeth Lively to Metropolitan Building Association bearing date the ___ day of ___ and recorded among the mortgage records of Queen Anne's County in Liber ___ No.--- Folio ___ and Philander B. Briscoe is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Philander B. Briscoe do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Philander B. Briscoe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

ALICE C. PAPAN

PHILANDER B. BRISCOE (SEAL)
Philander B. Briscoe

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. ANTHONY
D. Anthony As to Surety

By JOSEPH C. McHUGH
Joseph C. McHugh Attorney-in-Fact

Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Dec 2, 1960

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T. S.P. No. 2, folio 61, a Bond Record Book for Queen Anne's County.

Clerk's
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this Second day of December in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

MORTGAGE DEBT STATEMENT

Filed Dec. 2, 1960

PHILANDER B. BRISCOE, Atty, vs.
WILLIAM GARFIELD BUTLER, et als

CIRCUIT COURT FOR QUEEN ANNE'S
County, In Chancery
#4347

MORTGAGE DEBT STATEMENT

Original Loan	\$4,290.00	
Paid on Account	<u>207.45</u>	
Balance due on Principal		\$4,082.55
Interest to date 32 weeks @4.80		153.60
Fines to date 32 weeks @1.60		51.20
Release fee 2%		<u>81.65</u>
		\$4,369.00
Expense Account - Credit Balance		<u>113.18</u>
Due Association		\$4,255.82
Attorney's Fee		10.00
President's Fee		<u>10.00</u>
Gross Amount Due		\$4,275.82

STATE OF MARYLAND, CITY OF BALTIMORE, To-wit:

I HEREBY CERTIFY, That on this 1st day of December, 1960, before me, the subscriber, a Notary Public, in and for said City and State, personally appeared Stuart C. Smith, President of The Metropolis Building Association of Baltimore City, and made oath in due form of law that the figures set forth in said Mortgage Debt Statement are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ALICE C. PAPER
Alice C. Paper, Notary Public

Filed Dec. 2, 1960

REPORT OF SALE

Filed Dec. 22, 1960

PHILANDER B. BRISCOE,
Attorney named in mortgage
for purposes of collection
and foreclosure of mortgage,

Plaintiff

vs

WILLIAM GARFIELD BUTLER
MARY ELIZABETH BUTLER, his wife
BETTY LOUISE BUTLER, Unmarried
MARY ELIZABETH LIVELY, Unmarried

: IN THE
:
: CIRCUIT COURT
:
: FOR
:
: QUEEN ANNE'S COUNTY
:
: In Chancery
:
: Docket
:
: Folio
:
: Case No. 4347

: : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Philander B. Briscoe, Attorney named in mortgage, to make sale for foreclosure of mortgage from William Garfield, Butler, Mary Elizabeth Butler, his wife, Betty Louise Butler, unmarried and Mary Elizabeth Lively, unmarried to Metropolis Building Association of Baltimore City, dated February, 1960, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 586, default having occurred in the covenants contained in said mortgage, which was filed heretofor in these proceedings, respectfully shows unto Your Honors:

That after having given bond with security for the faithful discharge of his trust as reposed in him by the terms of sale by advertisement in Queen Anne's Record Observer and Baltimore Sun, newspapers published in Queen Anne's County and Baltimore City respectively for required period before the day of sale as will appear by reference hereto annexed Notice of Sale, copies of which were mailed to about 15 prospective purchasers and the premises having been posted by appropriate signs before the sale, he did pursuant to said notice attend on the premises and then and there sold at 11:15 A. M., (E.S.T.) Saturday, December 10th, 1960, through Alex Cooper, Auctioneer, at public auction, in the manner and upon the terms advertised to the highest bidder the property secured by said mortgage and described therein as lot lying in Town of Church Hill, Queen Anne's County, Maryland, and described as follows:

BEGINNING for the same on south side of Agnes Street at intersection of this lot and west line of Fenwick lot, and running thence with south side of Agnes Street in westerly direction 54½ feet to Perry Tiller lot, thence with east line of Tiller lot and running in southerly direction 141 feet to a point, thence running in easterly direction 54½ feet to Fenwick lot, thence with west line of Fenwick lot in northerly direction 141 feet to place of beginning, for title preference see Deed from John G. Anthony and wife to William Garfield Butler et als dated September 25th, 1950, recorded among the Land Records of said County in Liber N.B.W. No. 7, Folio 351, and there sold said property to Metropolis Building Association of Baltimore City, a body corporate, for the sum of NINETEEN HUNDRED (\$1,900.00) DOLLARS, it being the highest and best bid for said property and said purchaser has complied with the terms of sale as set forth in said advertisement of sale, the terms of sale being cash.

PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney named in Mortgage

STATE OF MARYLAND
CITY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, in the year Nineteen Hundred and Sixty, before me, the subscriber, a Notary Public, of the State of Maryland, County of Baltimore, personally appeared Philander B. Briscoe, Attorney named in above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

NOTARY
PUBLIC
SE&E

MARY LEE SCHWARTZ
Mary Lee Schwartz
Notary Public

Filed Dec. 22, 1960

ORDER NISI ON SALE

Filed Dec. 22, 1960

ORDER NISI ON SALE

Philander B. Briscoe,)
Attorney named in mortgage)
for purposes of collection)
and foreclocure of mortgage,)
vs.)
William Garfiëld Butler)
Mary Elizabeth Butler, his wife)
Betty Louise Butler, unmarried,)
Mary Elizabeth Lively, unmarried,)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4347

ORDERED, this 22nd. day of December, 1960, that the sale of the real property, made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd. day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th. day of January, 1961

The report states the amount of sales to be \$1,900.00.

T. SORDEN PIPPIN Clerk

Filed December 22, 1960

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Feb. 6, 1961

ORDER NISI ON SALE

Philander B. Briscoe
Attorney named in mortgage for
purposes of collection and foreclosure of mortgage

vs.

William Garfield Butler
Mary Elizabeth Butler, his wife
Betty Louise Butler, unmarried
Mary Elizabeth Lively, unmarried

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4347

ORDERED, this 22nd day of December, 1960, that the sale of the real property made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of January, 1961.

The report states the amount of sales to be \$1,900.00.

Filed: December 22, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 6 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case/estate of William Garfield Butler, Mary Elizabeth Butler, his wife Betty Louise Butler, unmarried Mary Elizabeth Lively, unmarried a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of December 1960, and the last insertion on the 12 day of January, 1961.

THE QUEEN ANNE'S RECORD
AND OBSERVER PUBLISHING
COMPANY

By Betty Biscoe

Filed Feb. 6, 1961

CERTIFICATE

Filed Feb. 9, 1961

Philander B. Briscoe, Solicitor
436 Equitable Bldg. Balto. 2, Md.

ATTORNEY'S SALE
OF VALUABLE FEE SIMPLE
DWELLING PROPERTY

Situated on South Side of Agnes Street
Church Hill, Queen Anne's County,
Md.

Under and by virtue of the power of sale in mortgage from William Garfield Butler and Mary Elizabeth Butler, his wife, and Betty Louise Butler, and Mary Elizabeth Lively, both unmarried, to Metropolis Building Association of Baltimore City, made in February 6 of 1960 and recorded among the land records of Queen Anne's County in Liber 53, Page 586, default having occurred in payment thereof in accordance with terms and conditions therein, the undersigned, Attorney named in Mortgage, will offer at public auction sale to the highest bidder, on

SATURDAY, DEC. 10, 1960
AT 11:15 A.M.

ALL THAT PIECE OR PARCEL OF GROUND SITUATE AND LYING IN Church Hill, Second Election District, Queen Anne's County, Maryland, and described as follows:

BEGINNING for the same on south side of Agnes Street at intersection of this

lot and west line of Fenwick lot, and running thence with south side of Agnes Street in westerly direction 54½ feet to Perry Tiller lot, thence with east line of Tiller lot and running in southerly direction 141 feet to a point, thence running in easterly direction 54½ feet to Fenwick lot, thence with west line of Fenwick lot in northerly direction 141 feet to place of beginning. The improvements consist of a frame dwelling.

TERMS OF SALE: \$500 of the purchase price required as deposit at time of sale, balance in cash upon ratification of sale by Circuit Court for Queen Anne's County, or all cash on the day of sale at option of purchaser, deferred payment to bear interest from day of sale, possession to be given upon ratification of sale, purchaser to pay all costs of title papers and transfer including all revenue stamps, taxes adjusted to day of sale, property at risk of purchaser from day of sale.

PHILANDER B. BRISCOE
Attorney named in Mortgage

ALEX COOPER, Auctioneer
212 N. Calvert St.
Balto. 2, Md.
Plaza 20-4868

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 8, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of William Garfield Butler & Betty Louise Butler & Mary Elizabeth Lively a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of November 1960, and the last insertion on the 8th day of December, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Betty Biscoe

Filed Feb. 9, 1961

FINAL RATIFICATION OF SALE

Filed Feb. 9, 1961

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Chancery, this 9th day of February 1961, that the sale of the real estate made and reported in this cause by Philander B. Briscoe, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Philander B. Briscoe, Attorney named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

THOS J KEATING JR.
Judge
Circuit Court for Queen Anne's
County

Filed Feb. 9, 1961

AUDIT

Filed Feb. 14, 1961

Philander B. Briscoe, Attorney
named in Mortgage, etx.

In The Circuit Court for
Queen Anne's County In
Equity No. 4347

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife
Betty Louise Butler, unmarried
Mary Elizabeth Lively, unmarried

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That the within account is stated at the request of Philander B. Briscoe, Attorney named in Mortgage (and vendor) in these proceedings, the same being a supplemental mortgage for additional security to the mortgage foreclosed in the cause entitled

"Philander B. Briscoe, Attorney, etc. versus William Garfield Butler, et. al.", being cause no. 4346 in this court, wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage, after deduction of the payment made in the foreclosure previously referred to herein. That mortgage deficiency appears to be in the sum of \$1779.72, after deduction of any and all payments made on the same, a copy of the audit in aforesaid Cause No. 4336 if filed herewith as Exhibit A.

2. That in the within account the said vendor is allowed all expenses, not personal, for which the said vendor produced proper vouchers, and in addition thereto, for the vendor's fee and commissions as provided by the terms of the mortgage, as well as the costs of publishing the audit nisi to be passed as to this account, and the fee of your auditor for stating this account; and the balance of said proceeds was directed to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
J. Thomas Clark

February 10, 1961

Filed Feb. 14, 1961

Cause No. 4347

The proceeds of the sale of real estate reported in this cause, in account with Philander B. Briscoe, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960
Dec. 10 By proceeds of the sale of land, per report of vendor, to wit:----- \$1,900.00

Dr.

To Philander B. Briscoe, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:

1-His fee for his services -----	\$200.00	
2-His commissions for making said sale	190.00	\$390.00
To do., for an amount paid T. Sorden Pippin, Clerk, for court costs in this cause, per receipt for same exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk -----	\$28.00	
2-Appearance fee of Philander B. Briscoe, Attorney -----	10.00	38.00
To do., for an amount due Stuart C. Smith, Agent, for the premium on the corporate surety bond filed in this cause, per statement exhibited, to wit:-----		
		18.00
To do., for an amount due The Baltimore Sun for publishing advertisement of sale, per statement exhibited, to wit:-----		
		15.70
To do., for amount paid Queen Anne's Record-Observer, per its receipts for same exhibited to wit:		
1-Costs of publishing advertisement of sale	\$49.50	
2-Costs of publishing order nisi of sale----	12.00	61.50
To do., for an amount due Alex Cooper, auctioneer, for crying said sale, per statement for same exhibited, to wit:-----		
		86.00
To do., for an allowance to vendor for 11 1/3 months of 1960 State and County taxes on realty sold herein in total sum of \$25.77, per advertisement of sale, to wit:-----		
		24.33

J THOMAS CLARK
Auditor

February 10, 1961

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of-----		10.00
To J. Thomas Clark, auditor, for stating this audit, the sum of-----		45.00
To Metropolis Building Association of Baltimore City as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein in the sum of \$4275.82, as per statement of mortgage indebtedness filed in this cause, less the sum of \$1286.13 paid on the same in Chancery No. 4346 in this Court (Copy of which is filed herewith and made a part hereof) leaving a total mortgage indebtedness in the sum of \$2989.69, the balance or the sum of-----		
	1209.97	

\$1900.00 \$1,900.00

February 10, 1961

J THOMAS CLARK
Auditor

Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Filed Feb. 14, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe
Attorney named in mortgage for purpose of collection and foreclosure of mortgage

vs.

William Gardfield Butler and
Mary Elizabeth Butler, his wife,
Betty Louise Butler, unmarried, and
Mary Elizabeth Lively, unmarried

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4347

ORDERED, this 14th. day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd. day of March, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th. day of February, 1961.

T. SORDEN PIPPIN Clerk

Filed February 14, 1961

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed May 16, 1961

NISI RATIFICATION OF AUDIT

Philander B. Briscoe,
Attorney named in mortgage for
purpose of collection and fore-
closure of mortgage

vs.

William Garfield Butler and
Mary Elizabeth Butler, his wife
Betty Louise Butler, unmarried, and
Mary Elizabeth Lively, unmarried

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4347

ORDERED, this 14th day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of March 1961, unless cause to the contrary thereof, be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 24th day of February, 1961

T. SORDEN PIPPIN, Clerk

Filed: February 14, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 15, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of Briscoe vs. Butler and wife Betty Louise Butler, unmarried and Mary Elizabeth Lively, unmarried a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 24th day of February, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of February 1961, and the last insertion on the 23rd day of February, 1961.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed May 16, 1961

FINAL ORDER OF COURT RATIFYING
ACCOUNT OF AUDITOR

Filed May 17, 1961

FINAL ORDER OF COURT

ORDERED this 17th day May, 1961 by the Circuit Court for Queen Anne's County, in Chancery, that the foregoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given according to the previous Order, and that Atty. named in mortgage apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

THOS J KEATING JR.
Judge, Circuit Court for
Queen Anne's County

Filed May 17, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth day of February, in the year nineteen hundred and sixty, the following Petition For Jurisdiction was filed for record, to wit:

PETITION FOR COURT TO ASSUME JURISDICTION

Filed February 13, 1960

LAYMAN J. REDDEN, Trustee, VS. LLOYD H. FLEMING, SR. : IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 4301

PETITION FOR JURISDICTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Layman J. Redden, Trustee, respectfully shows:

FIRST: That on the 13th day of February, 1960, Lloyd H. Fleming, Sr., trading individually, did execute a deed conveying to the said Layman J. Redden in Trust for the purpose of liquidating and winding up the affairs of the business of the said Lloyd H. Fleming, Sr., and also for the benefit of any and all creditors of the said Lloyd H. Fleming, Sr., which deed has been duly executed, acknowledged and filed for record among the Land Records for Queen Anne's County, as will appear by reference to the original copy of said Deed of Trust filed in these proceedings.

SECOND: That your petitioner has accepted said trust, filed his bond duly approved by the Clerk for the Circuit Court for Queen Anne's County, all of which will appear by copy of said bond filed in these proceedings.

THIRD: That your petitioner is desirous that the administration of said trust may be performed by him under the direction and control of this Honorable Court.

WHEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order assuming control and jurisdiction of said trust and directing that the same shall be administered by this Honorable Court, and your petitioner does also pray for the usual Notice to Creditors and for such other and further relief as his case may require.

AND as in duty bound, etc.

LAYMAN J. REDDEN Layman J. Redden, Petitioner

Filed Feb. 13, 1960

CERTIFIED COPY OF DEED OF TRUST

Filed February 13, 1960

LLOYD H. FLEMING, SR., and BEULAH D. FLEMING, his wife TO LAYMAN J. REDDEN

THIS DEED, Made this 13th. day of February, in the year Nineteen Hundred and Sixty, by LLOYD H. FLEMING, SR., and BEULAH D. FLEMING, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, the said Lloyd H. Fleming, Sr., has heretofore been engaged in the operation and conduct of a general retail hardware business, including the sale of farming implements, farm machinery and general farm supplies, household appliances and other miscellaneous merchandise and services, the principal place and location of said business being in the town of Queen Anne's County, Maryland, and

WHEREAS, the said Lloyd H. Fleming, Sr., has decided to discontinue said business, as of the date of the execution of this Deed, and it is his desire that his Attorney, Layman J. Redden, shall act as Trustee for him in the dissolution and liquidation of all of the assets of the said business and the winding up of his affairs, and

WHEREAS, it is the desire and intention of the said Lloyd H. Fleming, Sr., to convey all of said business property, estate and assets unto the said Layman J. Redden in trust for his benefit and also for the benefit of each and all of the creditors of said business, as well as for the purpose of winding up the affairs of said business, as hereinafter set forth, and

WHEREAS, the said Beulah D. Fleming, wife of the said Lloyd H. Fleming, Sr.,

does hereby join in said Deed for the sole and only purpose of conveying and releasing unto the said Layman J. Redden, as Trustee, any and all right of dower as the wife of the said Lloyd H. Fleming, Sr., which she has in all of the hereinafter described real estate, owned, occupied and used by the said Lloyd H. Fleming, Sr., in the conduct of the aforementioned business.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the premises and the further sum of One Dollar (\$1.00), the receipt of which being hereby acknowledged, the said Lloyd H. Fleming, Sr., trading and doing business individually, does hereby grant, convey, assign and transfer unto the said Layman J. Redden, his successors and assigns, all of the estate and property of every nature, kind or description, real, personal or mixed, in possession or in expectancy, wheresoever situated, of the said Lloyd H. Fleming, Sr., trading individually, in the town of Queen Anne, Queen Anne's County, Maryland, including particularly all those four (4) lots or parcels of land, together with all improvements thereon, situate, lying and being in the town of Queen Anne, in the Sixth Election District of Queen Anne's County, Maryland, more particularly and fully described in a deed to the said Lloyd H. Fleming dated December 12, 1958, and of record in Liber T.S.P. No. 45, folio 25, one of the Land Record Books for Queen Anne's County, Maryland, in which the said Beulah D. Fleming, as wife of the said Lloyd H. Fleming, Sr., who is the same person as Lloyd H. Fleming, does also hereby grant, convey, assign and transfer unto the said Layman J. Redden all of her right of dower or other interest which she may have in said real estate, to the end that the same may be conveyed to a bona fide purchaser thereof.

TO HAVE AND TO HOLD all of said property and assets unto the said Layman J. Redden, his successors and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

FIRST: To take possession of all of said estate, property and assets, and, without unnecessary delay, to convert the same into money by the sale of so much thereof as is saleable and of the collection of so much thereof as is collectable, and to apply the proceeds, after the payment of all expenses incurred in the execution of this Trust, to the payment in full of all debts due and owing by the said Lloyd H. Fleming, Sr., without preference or priority, except as by law provided, if the net proceeds shall be sufficient, and if said proceeds shall be insufficient, then to the payment of said debts pro rata, without preference or priority, except as by law provided in the case of any and all claims being entitled to priority.

SECOND: That the said Layman J. Redden, as Trustee, shall be compensated for his services thereunder, as an expense of the administration of said Trust and the liquidation of said business, a sum equal to the commissions allowed Trustees for making sale of real property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, and in Queen Anne's County, thereof, said commissions to be assessed against the gross proceeds of sale and other monies received by him, except that said Trustee shall be entitled to receive a commission of ten per centum of all accounts receivable and notes receivable due and owing to the said Lloyd H. Fleming, Sr., which shall be collected by said Trustee; and said Trustee is hereby authorized and empowered to engage, as an expense incident to the execution of said Trust and of said liquidation, such assistance as he may require, including the employment of the accountant for said business, and including such of the present employees and of the said Lloyd H. Fleming, Sr., personally, as said Trustee may deem necessary, and to engage such counsel as he may require in the liquidation and winding up of said business, and to the extent that if such accountant and employees may not be available or their assistance be insufficient, to employ or engage such other assistance as said Trustee might require in order to effectively liquidate said business.

THIRD: After the payment in full of all expenses of said liquidation, including all expenses as aforesaid, and the payment in full of all debts, claims, demands and obligations due and owing by the said Lloyd H. Fleming, Sr., in connection with his operation of said business, in trust to pay the remaining balance of said proceeds to the said Lloyd H. Fleming, Sr.

AND the said Lloyd H. Fleming, Sr., does hereby make, constitute and appoint the said Layman J. Redden to be his true and lawful Attorney, irrevocably, in his name or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons, firms or corporations, all of the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said Lloyd H. Fleming, Sr., and for all receipts and deliveries to make, execute and acknowledge due acquittances and releases thereof, and to compound any doubtful debts; and further to do all other acts required to be done in the premises as fully and effectually as he, the said Lloyd H. Fleming, Sr., might or could have done had these premises not be executed.

AND the said Layman J. Redden, herein appointed Trustee and Attorney for the said Lloyd H. Fleming, Sr., in consideration of the premises and of the commissions hereinbefore mentioned, does hereby accept the appointment of and as Trustee and Attorney, and does hereby agree and consent to assume and perform the trusts hereinbefore provided and stipulated.

AS WITNESS the hands and seals of the said Lloyd H. Fleming, Sr., and of the said Beulah D. Fleming, for the sole purpose herein set forth, and Layman J. Redden, the day and year first above written.

Attest: As to Lloyd H. Fleming,
Sr., and Beulah D. Fleming

ELIZABETH P. KEEN

Attest: As to Layman J. Redden

ELIZABETH P. KEEN

LLOYD H. FLEMING SR. (SEAL)
Lloyd H. Fleming, Sr.

BEULAH D. FLEMING (SEAL)
Beulah D. Fleming

LAYMAN J. REDDEN (SEAL)
Layman J. Redden

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th. day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Lloyd H. Fleming, Sr., and Beulah D. Fleming, his wife, as above set forth, and each acknowledged the foregoing Deed to be their act and deed and that they executed the same for the purposes therein set forth.

AS WITNESS my hand and Notarial Seal.

ELIZABETH P. KEEN
Notary Public

Notary
Public
Seal.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from the original Deed of Trust filed in this office on Feb. 13, 1960, to be recorded among the land record books for Queen Anne's County.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 13th. day of February, in the year nineteen hundred and sixty.
Seal)

T. SORDEN PIPPIN
Clerk

Filed Feb. 13, 1960

ORDER ASSUMING JURISDICTION

Filed February 13, 1960

ORDER

The foregoing petition having been read and considered, it is thereupon ORDERED, this 13th day of February, 1960, by the Circuit Court for Queen Anne's County, in Equity, that this Court assume and it does hereby assume control and jurisdiction of the Trust Estate of Lloyd H. Fleming, Sr., trading individually, and that the same be administered by Layman J. Redden, Trustee, under the direction of this Court; and it is further ordered that the Trustee give notice to the creditors of the said Lloyd H. Fleming, Sr., to file their claims by causing the order next following this order to be published as therein directed and required.

THOS J KEATING JR.
J U D G E

Filed Feb. 13, 1960

ORDER FIXING AMOUNT OF BOND

Filed Feb. 13, 1960

ORDER OF COURT

Upon consideration of the foregoing petition and affidavit and in appearing to the Court upon investigation of the circumstances that it would be improper to require bond to be given for double the amount of the property placed in the hands of the Trustee, or made subject to the disposition of said Trustee, it is this 13th day of February, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that Layman J. Redden, Trustee in the above entitled cause, be and he is, hereby ordered to file bond in the amount of Seventy Thousand - DOLLARS, in the above entitled cause, provided that said bond have a corporate surety.

THOS J KEATING JR.
J U D G E

Filed Feb. 13, 1960

BOND WITH SECURITY APPROVED

Filed Feb. 13, 1960

Queen Anne's County, to wit: Be it remembered that on this Thirteenth day of February in the year nineteen hundred and sixty, the following Trustee Under Deed of Trust was filed for record, to wit:-

NATIONAL SURETY CORPORATION

NEW YORK

TRUSTEE UNDER DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

That we, Layman J. Redden, Denton, Maryland, as principal and National Surety Corporation of the State of New York, 110 William Street, New York, New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy thousand (\$70,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of February, 1960.

WHEREAS, by Deed of Trust, dated the 13th day of February, nineteen hundred and sixty, and left to be recorded among the Land Records of Queen Anne's County on the 13th day of February, 1960, Lloyd H. Fleming, Sr. of Queen Anne's County, Maryland did grant, bargain and sell, assign and transfer unto Layman J. Redden, Trustee, as therein named, his personal representatives, heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Layman J. Redden shall faithfully perform the trust reposed in him by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Witness, the hand and seal of the said Layman J. Redden and the signature of the said National Surety Corporation, by its Attorney-in-fact, and its corporate seal hereunto affixed.

Witness

ELIZABETH P. KEEN

LAYMAN J. REDDEN
Layman J. Redden

Witness as to Surety

CATHERINE F. MINDERLEIN
Catherine F. Minderlein

NATIONAL SURETY CORPORATION
BY ROSE M BAUSCH
Rose M. Bausch Attorney-in-fact

Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Feb. 13, 1960.

T. SORDEN PIPPIN, Clerk

STATE OF MARYLAND,)
(TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 1, folio 383, a Bond Record Book for Queen Anne's County.

Clerk's Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 13th day of February in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REAPPRAISEMENT OF REAL ESTATE

Filed April 11, 1960

LAYMAN J. REDDEN,
Trustee,

VS.

LLOYD H. FLEMING, SR.

: IN THE CIRCUIT COURT
:
: FOR QUEEN ANNE'S COUNTY
:
: IN EQUITY NO. 4301 CHANCERY
:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, George B. Carroll, Sr., and Robert H. Stafford, Jr., being the appraisers in the above entitled case, and having been requested to make a reappraisal of the real estate in the above proceedings, situated in the town of Queen Anne, in the Sixth District of Queen Anne's County, Maryland, improved by a store house, shop, warehouse, paint shop and storage sheds, described in a deed from Layman J. Redden, Trustee, et al.,

to Lloyd H. Fleming, Sr., dated December 12, 1958, and recorded in Liber T.S.P. No. 45, folio 25, of the Land Record Books for Queen Anne's County, Maryland, have re-examined said property and reconsidered the value thereof, and, taking into account the location of said property together with the limited public market for the same, do hereby on this 11th day of April, 1960, appraise the same at the price and sum of Eight Thousand, Five Hundred ----- DOLLARS, it being our reconsidered opinion that the same represents a true and fair market value for said property in its present location for any one desiring to purchase the same at its true market value.

AS WITNESS our hands and seals this 11th day of April, 1960.

GEORGE B. CARROLL SR. (SEAL)
George B. Carroll, Sr.
ROBERT H STAFFORD JR (SEAL)
Robert H. Stafford, Jr.
Appraisers

Filed April 11, 1960

ASSENT TO SALE

Filed April 11, 1960

LAYMAN J. REDDEN, : IN THE CIRCUIT COURT
Trustee, :
VS. : FOR QUEEN ANNE'S COUNTY
LLOYD H. FLEMING, SR. : IN EQUITY
: NO. 4301 CHANCERY

ASSENT TO SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Harry A. Moore, surviving mortgagee, hereby agrees with Layman J. Redden, Trustee of Lloyd H. Fleming, Sr., and hereby files his consent in the above entitled case in the manner following:

WHEREAS, on the 12th day of December, 1958, the said Lloyd H. Fleming, Sr., being joined therein by his wife, Beulah D. Fleming, did execute a certain mortgage to the said Harry A. Moore and Cora L. Moore, his wife, to secure their payment of THIRTEEN THOUSAND DOLLARS (\$13,000.00), bearing even date therewith, and payable in principal installments of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) each month, accounting from the date thereof, together with interest at the rate of six per centum per annum on the unpaid balance thereof, and as security for the payment thereof did convey certain real estate situated in the town of Queen Anne, Queen Anne's County, Maryland, Tract No. 2 thereof being the home residence property of the said Lloyd H. Fleming, Sr., and Beulah D. Fleming, his wife, and Tract No. 1 thereof, consisting of four parcels, being the business property of the said Lloyd H. Fleming, Sr., SEVEN THOUSAND DOLLARS (\$7,000.00) of said mortgage loan being the purchase money due on said business property, described therein as Tract No. 1, and which said mortgage is of record in Liber T.S.P. No. 45, folio 30, one of the Mortgage Record Books for Queen Anne's County, Maryland, said mortgage indebtedness now amounting to a balance of ELEVEN THOUSAND AND FIFTY DOLLARS (\$11,050.00), with interest due thereon from January 12, 1960, and

WHEREAS, on the 13th day of February, 1960, the said Lloyd H. Fleming, Sr., executed a Deed of Trust to Layman J. Redden, conveying all of his business property of every nature, kind or description, real, personal or mixed, to said Trustee for the purpose of liquidating said business and the payment of all creditors of the said Lloyd H. Fleming, Sr., and particularly in the order of priority of all such claims as may be secured and entitled to priority, and otherwise for the uses and purposes therein set forth, and

WHEREAS, said Deed of Trust did specifically include the aforementioned business property and real estate of the said Lloyd H. Fleming, Sr., hereinbefore referred to as Tract No. 1 in said mortgage, and the said Beulah D. Fleming did join with the said Lloyd H. Fleming, Sr., in the execution of said Deed of Trust and conveyance of the aforesaid business property and real estate, for the specific purpose of releasing unto said Trustee all of her right of dower interest therein, and said Deed of Trust was duly recorded on the 13th day of February, 1960, among the Land Records for Queen Anne's County, Maryland, and is the subject of Chancery Proceedings No. 4301 in the Circuit Court for Queen Anne's County, in the case of Layman J. Redden, Trustee, vs. Lloyd H. Fleming, Sr.

NOW, THEREFORE, THIS ASSENT AND AGREEMENT WITNESSETH, That the said Harry A. Moore, widower and surviving mortgagee, as herein set forth, does hereby agree with the aforesaid Trustee that said Trustee be and he is hereby authorized to sell the aforementioned business property and real estate, described in the aforementioned mortgage as Tract No. 1, consisting of four parcels thereof, so mortgaged, at public or private sale, free and clear of the aforementioned mortgage lien thereon, reserving unto the said Harry A. Moore the sum of FIVE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$5,950.00), together with all interest due on said amount from January 12, 1960 until paid, and which sum with interest to be paid by said Trustee in consideration of this Assent, and the said Harry A. Moore does hereby and by these presents agree in consideration of said payment to him from the proceeds of sale of said business property described as Tract No. 1, to reserve his priority of lien against the remainder of said

property so mortgaged and described therein as Tract No. 2 thereof, to the amount of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00), representing the remaining amount due on the principal of said mortgage, with interest being due on said amount from January 12, 1960.

AS WITNESS the hand and seal of the said Harry A. Moore, surviving mortgagee, as herein set forth, this 11th day of April, 1960.

Attest:

HOWARD C ELEY

HARRY A. MOORE (SEAL)
Harry A. Moore,
Surviving Mortgagee

Filed April 11, 1960

PETITION TO SELL REAL
ESTATE AT PRIVATE SALE

Filed April 11, 1960

LAYMAN J. REDDEN,
Trustee,

VS.

LLOYD H. FLEMING, SR.

: IN THE CIRCUIT COURT
:
: FOR QUEEN ANNE'S COUNTY
:
: IN EQUITY
:
: NO. 4301 CHANCERY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Layman J. Redden, Trustee in the above entitled cause, respectfully represents:

FIRST: That your petitioner, as Trustee, has heretofore caused an inventory to be made of the assets in these proceedings, which include certain real estate of the said Lloyd H. Fleming, Sr., and which said real estate by an order previously passed by this Honorable Court was the subject of reappraisal for the sum of EIGHT-FIVE HUNDRED DOLLARS (\$8,500.00), which said reappraisal has also been filed in these proceedings.

SECOND: That your petitioner, as Trustee, has received an offer from H. Colli-son Land, Mary L. Lane, Harry F. Robinson and Roberta B. Robinson, who have associated themselves together as co-partners in a partnership trading as Queen Anne Equipment Company, for the purchase by them, at private sale, the real estate so appraised in this cause, at and for the price and sum of Nine Thousand Two Hundred and Twenty-Five Dollars (\$9,225.00).

THIRD: That your petitioner, despite considerable effort on his part to effect a sale of said real estate, has been unable to secure a bid for the same except for this present offer which he has had tendered to him, and your petitioner believes that it would be to the definite interest and advantage of the trust estate, and of the creditors of the said Lloyd H. Fleming, Sr., that said offer be accepted, and that sale of said real estate be made in accordance with said offer, as your petitioner is of the opinion that the sale herein requested is for a price in excess in that which could be reasonably expected by means of offering the same at public sale.

WHEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order authorizing and empowering him to sell at private sale the real estate mentioned and appraised in these proceedings, in acceptance of the aforementioned offer which he has received.

AND as in duty bound, etc.

LAYMAN J REDDEN (SEAL)
Layman J. Redden, Trustee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Layman J. Redden, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELIZABETH P. KEEN
Elizabeth P. Keen
Notary Public

Filed April 11, 1960

ORDER OF COURT GRANTING PETITION

Filed April 11, 1960

LAYMAN J. REDDEN,	:	IN THE CIRCUIT COURT
Trustee,	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
LLOYD H. FLEMING, SR.	:	NO. 4301 CHANCERY

ORDER OF COURT

The foregoing petition having been read and considered, it is thereupon this 11th day of April, 1960, by the Circuit Court for Queen Anne's County, in equity, and by the authority thereof, ORDERED that Layman J. Redden, Trustee in the above entitled cause, be and he is hereby authorized and empowered to sell at private sale unto Queen Anne Equipment Company, a co-partnership composed of H. Collison Lane, Mary L. Lane, Harry F. Robinson and Roberta B. Robinson, at and for the price and sum of NINE THOUSAND TWO HUNDRED AND TWENTY-FIVE DOLLARS (\$9,225.00) the real estate in these proceedings, and more particularly described in a deed from Layman J. Redden, Trustee et al., to Lloyd H. Fleming, Sr., dated December 12, 1958, and recorded in Liber T.S. P. No. 45, folio 25, one of the Land Record Books for Queen Anne's County, Maryland, and

It is further ORDERED that the terms of sale of said real estate shall be one-third cash on day of sale, the balance to be paid upon ratification of sale, or all cash, at the option of the purchasers, the unpaid balance to be secured to the satisfaction of said Trustee, the proceeds of said sale to be subject to the existing mortgage lien against the same in accordance with the previous Assent to Sale by Harry A. Moore, surviving mortgagee, heretofore filed in these proceedings. The Trustee shall report the sale in the usual course and it shall stand subject to the usual exceptions after Order Nisi.

THOS J KEATING JR.
J U D G E

Filed April 11, 1960

REPORT OF SALE OF REAL ESTATE

Filed April 19, 1960

LAYMAN J. REDDEN,	:	IN THE CIRCUIT COURT
Trustee,	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY NO. 4301 CHANCERY
LLOYD H. FLEMING SR.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Layman J. Redden, Trustee, Respectfully represents:

FIRST: That on the 13th day of February, 1960, Lloyd H. Fleming, Sr., being joined therein by his wife, Beulah D. Fleming, executed and delivered unto the said Layman J. Redden a Deed of Trust conveying all of the business property of every kind and description of the said Lloyd H. Fleming, Sr., and particularly including the real estate owned and operated in connection with said business, for the purpose of liquidating said business and for the benefit of the creditors of the said Lloyd H. Fleming, Sr., as will appear by certified copy of said Deed of Trust filed in these proceedings.

SECOND: That your Trustee filed his bond for the faithful performance of the duties reposed in him by said Deed of Trust and which said bond has been duly approved by this Honorable Court.

THIRD: That under the terms of said Deed of Trust it is provided that said Trustee make sale of so much of said property conveyed as was saleable.

FOURTH: That among the assets delivered into possession of said Trustee were certain parcels of real estate which have been appraised at the total price of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00), all of which will more fully and at large appear by reference to a reappraisal of said real estate heretofore filed in these proceedings.

FIFTH: That pursuant to said power and authority under said Deed of Trust, and also pursuant to an Order of this Honorable Court passed on the 11th day of April, 1960, your Trustee on the 14th day of April, 1960, did make sale of said real estate, at private sale, unto Queen Anne Equipment Company, a co-partnership composed of H. Collison Lane, Mary L. Lane, Harry F. Robinson and Roberta B. Robinson, as copartners, at and for the price and sum of NINE THOUSAND TWO HUNDRED AND TWENTY-FIVE DOLLARS (\$9,225.00), said property being described as follows:

ALL those four lots or parcels of land situate, lying and being in the Town of Queen Anne, in the Sixth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

PARCEL NO. 1 - ALL that lot or parcel of land on the East side of the public road leading through said village from Centreville to Hillsboro (said road being called, as to that part which runs through said village, Main Street) adjoining on the North side of the Hardware Store property formerly of The Jump Hardware and Implement Company (being Parcel No. 2 hereof) and on the South side, the property of Lloyd H. Fleming and Beulah D. Fleming, his wife, formerly belonging to Fred Jump and Mary Jump, his wife, said lot herein conveyed having a frontage on said street or road 60 feet and running back Eastwardly with a regular width of 60 feet to a depth from said street of 200 feet to an alley.

PARCEL NO. 2 - ALL that lot or ground improved by a frame store house and a frame warehouse formerly called or known as "The G.L. Jump Hardware Property" on the East side of the road or street in said village leading from the Town of Centreville through said village to Hillsboro and called Main Street, said lot being bounded on the North by the property formerly belonging to Harry P. Flowers and now belonging to Robert Eveland and wife and on the South by Parcel No. 1 herein above described and running back from said Main Street Eastwardly with a regular width of 60 feet for a distance of 200 feet to an alley in the rear of said lot.

PARCEL NO. 3 - ALL that lot of ground now improved by a one-storey frame shop or building and also an open shed and metal construction and more particularly described as follows: BEGINNING for said Parcel No. 3 at a point on the West side of Broad Street in the Town of Queen Anne, 120 feet Northward from the Northwest corner of Broad and Water Streets and running thence Northwardly with said Broad Street 60 feet; thence in a Westerly direction with the line of a residence property belonging to George C. Moore 163 feet to an alley which is 18 feet wide; it being the same referred to in described Parcels Nos. 1 and 2 above; thence with the line of said alley Southward 60 feet; thence Eastwardly with the north line of another residence property belonging to George C. Moore and now to W. H. Goodhand, 163 feet to the place of beginning.

PARCEL NO. 4 - ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, in the village of Queen Anne and bounded on the East by Board Street; on the South by the former Jump Hardware and Implement Company property, on the West by an alley; on the North by the property of Horace Morgan and more fully described as follows: BEGINNING for the same at a point on Broad Street where this lot corners with the former Jump Hardware and Implement Company property, thence in a Westerly direction along with the former Jump Hardware and Implement Company property for a distance of 150 feet to an alley; thence in a Northerly direction along with said alley for a distance of 60 feet to the property of Horace Morgan; thence in an Easterly direction along and with the property of Horace Morgan a distance of 150 feet to Broad Street; thence in a Southerly direction along and with Broad Street for a distance of 60 feet to the place of beginning.

The foregoing parcels being the same lands mentioned and described in a deed from Layman J. Redden, Trustee, et al, to Lloyd H. Fleming, Sr., described therein as Lloyd H. Fleming, bearing date the 12th day of December, 1958, and of record in Liber T.S.P. No. 45 folio 25, one of the Land Record Books for Queen Anne's County, Maryland.

SIXTH: That said purchasers have satisfactorily complied with the terms of sale pursuant to said Order.

Respectfully submitted.

LAYMAN J REDDEN
Layman J. Redden
Trustee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Layman J. Redden, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that the sale was fairly made.

AS WITNESS my and and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELIZABETH P. KEEN
Elizabeth P. Keen
Notary Public

Filed April 19, 1960

ORDER NISI

Filed April 19, 1960

LAYMAN J. REDDEN,
Trustee

vs.

LLOYD H. FLEMING, SR.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4301

ORDER NISI ON SALE

ORDERED, this 19th. day of April, 1960, that the sale of the real property, made and reported in this cause by Layman J. Redden, Trustee, be ratified and confirmed, on or after the 20th. day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, 1960.

The report states the amount of sales to be \$9,225.00.

T. SORDEN PIPPIN Clerk

Filed: April 19, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON REAL ESTATE

Filed May 21, 1960

LAYMAN J. REDDEN, Trustee

vs.

LLOYD H. FLEMING, SR.

In the Circuit Court for
Queen Anne's County
In Equity

Cause No. 4301

ORDER NISI ON SALE

ORDERED, this 19th day of April, 1960, that the sale of the real property, made and reported in this cause by Layman J. Redden, Trustee, be ratified and confirmed, on or after the 20th day of May, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of May, 1960.

The report states the amount of sales to be \$9,225.00.

Filed: April 19, 1960

T. SORDEN PIPPIN, Clerk

True Copy

T. SORDEN PIPPIN, Clerk

Test:

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 21, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Layman J. Redden, Trustee, vs. Lloyd H. Fleming, Sr. In the Circuit Court for Queen Anne's County In Equity Cause No. 4301 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 13th day of May, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of April 1960, and the last insertion on the 5th day of May, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed May 21, 1960

FINAL ORDER OF RATIFICATION

Filed May 21, 1960

FINAL ORDER OF RATIFICATION

ORDERED this 21st day of May 1960 that the foregoing report of sale of real estate made by Layman J. Redden, Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi; and the Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

THOS J KEATING JR.
Judge

Filed May 21, 1960

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of September in the year nineteen hundred and nineteen, the following PETITION and ORDER were filed for record, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

Ella Higman et al.,Plaintiffs,)
vs.)
William Thomas Starkey et al., Defendants.)
Chancery Docket,
Cause No. 2196.

To the Honorable, the Judges of said Court:

The petition of Ida C. Townsend and Samuel C. Faulkner unto Your Honors respectfully sets forth:

That as will appear from the report of sale filed in the above entitled cause the said Ida C. Townsend became the purchaser of the property decreed in this cause to be sold at mentioned in said report.

That since the filing of said report the said Ida C. Townsend has entered into an agreement with the said Samuel C. Faulkner whereby he has purchased the interest of the said Ida C. Townsend as said reported purchaser in said property and wherein it is agreed that he shall be substituted by this Honorable Court the purchaser of said property in the place and stead of the said Ida C. Townsend, who has not as yet received a deed from said trustees for the property so sold.

Your Petitioners therefore pray Your Honors to pass an order substituting the said Samuel C. Faulkner the purchaser of said property in the place and stead of the said Ida C. Townsend and directing the trustees of this cause and who made said sale to convey said property unto the Samuel C. Faulkner, when the purchaser money has been fully paid by him, in the same manner as if had been the purchaser at the sale so reported in stead of the said Ida C. Townsend.

Respectfully submitted,

Test W THOWNSEND.

IDA C TOWNSEND

SAMUEL C FAULKNER

To the Honorable, the Judges of said Court:

We, the undersigned trustees of said cause, do hereby consent to the passge of the order prayed for in above petition.

JOHN H. C. LEGG

MADISON BROWN,

Ordered this fourth day of September, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition and consent, that Samuel C. Faulkner by and he is hereby substituted as the purchaser of the property decreed to be sold by the decree passed in this cause and which is reported in the report of sale filed in this cause as having been sold unto Ida C. Townsend in the place and stead of the said Ida C. Townsend, and the trustees of this cause be and they are hereby directed to convey said property unto the said Samuel C. Faulkner when the purchase money mentioned in said report of sale has been fully paid and not before in the same manner and as fully and effectually as if the said Samuel C. Faulkner had been reported in said report of sale as the original purchaser of said property.

PHILEMON B. HOPPER

FINAL ORDER OF RATIFICATION

Filed Nov. 11, 1919

ORDERED, this eleventh day of November, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sale within reported by and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance the order nisi heretofore passed in relation thereto, and the trustees are allowed the usual commissions and all expenses of the sale not personal.

PHILEMON B. HOPPER

Filed Nov. 11th 1919

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Seventeenth day of October in the year nineteen hundred and Fifty-eight, the following BILL OF COMPLAINT and Exhibits were filed for record, to wit:-

Elsie R. Miliner Porter and
William Edward Porter,
her husband,
Stevensville,
Queen Anne's County,
Maryland.,
COMPLAINANTS,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

VS.

IN EQUITY

Edward A. Miliner, single man
Elkridge, Howard County,
Maryland

CHANCERY NO. 4216

Sarah Jane Anderson, widow lady
Elkridge, Howard Counth,
Maryland

Blanche Loretta Meyerson and
Milton D. Meyerson,
her husband,
821 Gist Avenue
Silver Spring, Montgomery
County, Maryland

BILL OF COMPLAINT
FOR SALE OF REAL ESTATE
FOR PURPOSE OF PARTITION
OF PROCEEDS.

Nona Augusta Rell and
William Roll, her husband,
3909 Madison Street,
Hyattsville, Prince George's
County, Maryland

Rice R. Miliner and
Ida H. Miliner, his wife,
Laurel, Prince Georges County,
Maryland
c/o Valencia Motel

James Alvin Miliner and
Mildred Miliner, his wife,
Elkridge, Howard County,
Maryland
c/o White Elk Motel

Doris Miliner, widow lady,
Elkridge, Howard County,
Maryland

Harry Miliner and
Dixie L. Miliner, his wife,
Elkridge, Howard County,
Maryland

The State Roads Commission
of Maryland,
108 E. Lexington Street
Baltimore 3, Maryland

The Eastern Shore Public Service
Company of Maryland
Salisbury, Maryland,

DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Romanzy R. Miliner, late of Queen Anne's County, Maryland, departed this life on the 6th day of October, 1931, intestate, seized and possessed of the following described real estate, to wit:

ALL that tract or parcel of land, situate on Kent Island in Queen Anne's County aforesaid on the west side of the road leading from Stevensville to Kent Point adjoining the lands of or formerly of Thomas Carville and others, being a part of the tract of land on which the said John H. Price once resided, and known as "Coppage Range" and "Craney Neck" and "R.R. Miliner Farm" and contained within the following metes and bounds, courses and distances, viz: BEGINNING at a stone in the middle of the aforesaid road at the southeast corner of said tract and which is also the beginning of the survey of the whole tract, and running thence with said road, and the first line of the original survey North 9 degrees East 93-2/10 perches to the division fence; thence across said land North 86-1/4 degrees West 48-6/10 perches to the head of the marsh; thence along and through said marsh South 60 degrees West 76 perches until it intersects the twenty third line of survey of 1865 by James W. Thompson; thence with said line South 27 degrees East 61-3/10 perches; thence South 3 degrees East 16 perches with the twenty-fourth line of original survey; thence East 18-5/10 perches with the twenty-fifth line; thence North 75-3/4 degrees East 54 perches with the twenty-sixth line of original survey to the place of beginning, containing 54 acres and 6 perches of land (being) part of the land which by deed dated 19th April 1867 and recorded in Liber S.E.D. No. 3, folio 126, a Land Record Book for Queen Anne's County, was granted and conveyed by Sarah H. Price et al to the above named John H. Price) being the same land granted and conveyed unto Romanzy R. Miliner by John H. Price and wife, by deed dated 4th day of December 1888 and recorded in Liber W.D. No.2,

folio 253, a Land Record Book for Queen Anne's County and being the same property of which R. R. Miliner, died intestate, on the 6th day of October 1931, seized and possessed thereof, leaving the following heirs at law, to wit: Blanche G. Miliner, his wife, John B. Miliner, his son, Edward A. Miliner, a son, Sarah Jane Anderson, a daughter, Blanche Loretta Meyerson, a daughter, Nona Augusta Roll, a daughter, Rice R. Miliner, a son, James Alvin Miliner, a son, Arnold W. Miliner, a son; the said Blanche G. Miliner having died, intestate on the 8th day of December 1943, seized and possessed of a one-third interest in and to the above described real estate, leaving as her only heirs at law, the above mentioned children of R. R. Miliner deceased.

TOGETHER with the buildings and improvements and improvements thereupon 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.

A certified copy of which deed, marked "Complainants' Exhibit #1, is filed herewith as a part hereof.

2. That the said Romanzy R. Miliner departed this life, intestate, as aforesaid, leaving surviving him as his only heirs at law, the following:

Blanche G. Miliner, his wife and widow, and the following children:

1. Edward A. Miliner, a son
2. Sarah Jane Anderson, a daughter
3. Blanche Loretta Meyerson, a daughter
4. Nona Augusta Roll, a daughter
5. Rice R. Miliner, a son
6. James Alvin Miliner, a son
7. Arnold W. Miliner, a son
8. John B. Miliner, a son

to whom said real estate above described descended. Certified copy of Letters marked "Complainants' Exhibit #1-A filed herewith and made a part thereof.

3. That Blanche G. Miliner, widow of Romanzy R. Miliner, died intestate in Queen Anne's County, Maryland, on December 8th, 1943, seized and possessed of an one third interest in and to the above described property leaving as her only heirs at law the above mentioned children of Romanzy R. Miliner, deceased. Certified copy of Letters of Administration are filed herewith and marked "Complainants Exhibit #2 and prayed to be taken as a part hereof.

4. That upon the death of the said Romanzy R. Miliner as aforesaid, the said Blanche G. Miliner, his widow, became seized of an undivided one-third interest and estate in the aforesaid property, and the eight children of the said Romanzy R. Miliner, deceased, each became seized of an one-eighth share in two-third of said property; and upon the death of the said Blanche G. Miliner, intestate, as aforesaid, the said eight children of the said Romanzy R. Miliner and of the said Blanche G. Miliner each became vested of an one-eighth interest in the entire property above described.

5. That by deed dated August 31st, 1946, and recorded in Land Records A.S.G.Jr. No. 16, folio 184, the said Edward A. Miliner, single man, Sarah Jane Anderson, Blanche Loretta Meyerson, Nona Augusta Roll, Rice R. Miliner, then widower, James Alvin Miliner and Arnold (with their respective husbands and wives) conveyed all their right, title, interest and estate being a 7/8s undivided part in and to said property above described unto John B. Miliner and Elsie R. Miliner, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple; certified copy of which deed is filed herewith and marked "Complainants Exhibit #3" and prayed to be taken as a part hereof.

6. That John B. Miliner, late of Queen Anne's County, departed this life on July 27, 1948, intestate, seized and possessed of an undivided one-eighth interest in and to the property described in Paragraph One of this Bill, leaving surviving him no father or mother and no children or grandchildren, but leaving surviving him as his only heirs at law his wife and widow, Elsie R. Miliner, and his seven brothers and sisters, namely: Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson, Nona August Roll, Rice R. Miliner, James Alvin Miliner, and Arnold W. Miliner.

7. That sometime subsequent to July 27th, 1948, the said Arnold W. Miliner died intestate, leaving surviving him as his only heirs at law his wife and widow, Doris Miliner, and his only child a son, Harry Miliner.

8. That the said Elsie R. Miliner as surviving spouse upon the death of her said husband, John B. Miliner, under and by virtue of the aforesaid deed of conveyance of August 31, 1946, from Edward A. Miliner and others, became solely vested of an 7/8s interest in said real estate and in addition thereto as heir at law of the said John B. Miliner as his surviving wife, Elsie R. Miliner, became vested of an undivided one-half share of an undivided one-eighth interest held by the said John R. Miliner as heir at law of Romanzy R. Miliner and Blanche G. Miliner.

9. That the said Elsie R. Miliner, who has since intermarried with William Edward Porter, is entitled to an undivided 15/16s part in said property that Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson, Nona August Roll, Rice R. Miliner and James Alvin Miliner are each entitled to an undivided one-seventh of one-sixteenth (1/7 of 1/10th) part in said property; that Doris Miliner and Harry Miliner, as heirs at law of Arnold W. Miliner, deceased brother of John B. Miliner, are entitled, in the aggregate, to an undivided one-seventh of one sixteenth part in said property.

10. The letters of administration on the estate of the said John B. Miliner were issued on the 2nd day of August, 1948, as shown by the certified copy thereof filed herein as "Complainant's Exhibit #4", and prayed to be taken as a part hereof.

11. That by deed dated the 13th day of January 1956, and recorded in Land Liber T.S.P. No. 26, folio 119, Elsie R. Miliner conveyed unto the State of Maryland to the use of The State Roads Commission across eastern side of said property containing about 2.75

acres of land for a public road bed for Maryland Route 33 leading from Stevensville to Romancoke. Certified copy of which said deed is filed herewith as "Complainants' Exhibit #5," and prayed to be taken as a part hereof.

12. That by a grant of a right of way dated the 14th day of November, 1955, recorded in Land Liber T.S.P. No. 28, folio 162, Elsie R. Miliner conveyed unto The Eastern Shore Public Service Company of Maryland a right of way for pole lines across said property. Certified copy of which said deed is filed herewith as "Complainants' Exhibit #6" and prayed to be taken as a part hereof.

13. That Edward A. Miliner is a single man, adult, and resides at Elkridge, Howard County, Maryland; that Sarah Jane Anderson, adult, is a widow lady and resides at Elkridge, Howard County, Maryland; that Blanche Loretta Meyerson, adult, intermarried with Milton D. Meyerson, adult, and they reside at 821 Gist Avenue Silver Spring, Montgomery County, Maryland; that Nona Augusta Roll, adult, intermarried with William Roll, adult, and they reside at 3909 Madison Street, Hyattsville, Prince Georges County, Maryland; that Rice R. Miliner, adult, intermarried with Ida H. Miliner, adult, and they reside at Laurel, Prince Georges County, Maryland, c/o Valencia Motel; that James Alvin Miliner, adult, intermarried with Mildred Miliner, adult, and they reside at Elkridge, Howard County, Maryland, c/o White Elk Motel; that Doris Miliner, adult, is a widow lady and resides at Elkridge, Howard County, Maryland; that Harry Miliner, adult, intermarried with Dixie L. Miliner, adult, and they reside at Elkridge, Howard County, Maryland.

14. That the aforesaid tract or parcel of land, or farm, cannot be divided among the parties therein interested or owing the same according to the respective interests above set forth without substantial loss or injury to said parties entitled thereto.

15. That it will be advantageous to all parties to sell the aforesaid property and real estate.

TO THE END, THEREFORE:

A. That said tract or parcel of land, or farm hereinbefore described, may be sold under decree of this Honorable Court and the proceeds thereof distributed among the parties entitled thereto according to their respective rights and interests therein.

B. That your Orators may have such other and further relief as their case may require.

AND AS IN DUTY BOUND,

JOHN PALMER SMITH,
John Palmer Smith,
Solicitor for Complainants,
113 Lawyers' Row,
Centreville, Maryland,
Phone: Centreville 350.

ELSIE R. MILINER PORTER
Elsie R. Miliner Porter

WILLIAM EDWARD PORTER
William Edward Porter

Complainants

Filed Oct. 17, 1958

COMPLAINANTS' EXHIBIT No. 1.

Filed Oct. 17, 1958

Queen Anne's County, to wit: Be it remembered, that on the Fifth day of December, in the year One Thousand eight hundred and eighty-eight the following Deed was brought to be recorded, to wit:

This Deed, made this Fourth day of December, in the year One Thousand eight hundred and eighty eight, between John H. Price and Emma Virginia Price his wife, of Queen Anne's County, in the State of Maryland of the first part, and Romanzy R. Miliner of Queen Anne's County and State aforesaid, of the Second part, WITNESSETH: That in consideration of the sum of Fifteen hundred dollars, the said John H. Price and Emma Virginia Price his wife, do grant and convey unto the said Romanzy R. Miliner his heirs and assigns, in fee, All that tract or parcel of land situate on Kent Island in Queen Anne's County aforesaid on the west side of the road leading from Stevensville to Kent Point, adjoining the lands of Thomas Carville and others, being a part of the tract of land on which the said John H. Price now resides, and known as "Coppages Range" and "Craney Neck" and contained within the following metes and bounds, courses and distances, viz: Beginning at a Stone in the middle of the aforesaid road, at the South east corner of said tract and which is also the beginning of the survey of the whole tract, and running thence with said road, and the first line of original Survey North 9° East 93 2/10 perches to the division fence; thence across said land North 86 1/4° West 48 6/10 perches to the head of the Marsh, thence along and through said Marsh South 60° West 76 perches, until it intersects the 23rd line of survey of 1865 by James W. Thompson, thence with said lane South 27° East 61 3/10 perches, thence South 3° East 16 perches with the 24" line of original survey; thence East 18 5/10 perches with the 25" line; thence North 75 3/4° East 54 perches with the 26" line of original survey to the place of beginning, containing fifty four acres and six perches of land, (being part of the land which by Deed dated the 19th day of April A.D. 1867 and recorded among the Land Records of Queen Anne's County, aforesaid, in Liber S.E.D. No. 3, folio 126 etc. was granted and conveyed by Sarah H. Price et al to the above named John H. Price), Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining: To Have and to hold the tract or parcel of land and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid, unto the said Romanzy R. Miliner his heirs and assigns, to his and their proper use and benefit forever in fee And the said John H. Price covenants that he hath not done, or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed. That he will warrant the said property

specially to the said Romanzy R. Miliner, his heirs and assigns: and that he will execute such further assurance as may be requisite.

Witness the hands and seals of said Grantors.

Test: John O. Phillips

John H. Price (SEAL)

Emma Virginia Price (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SS:

I HEREBY CERTIFY, That on this fourth day of December in the year One Thousand eight hundred and eighty eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John H. Price and Emma Virginia Price his wife, the grantors in the foregoing Deed, and each acknowledged the same to be their respective act.

John O. Phillips, J. P.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber W.D. No. 2, folio 253, a Land record book for Queen Anne's County.

Clerk's
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th day of October in the year nineteen hundred and fifty-eight.

T. SORDEN PIPPIN
Clerk

Filed Oct. 17, 1958

COMPLAINANT'S EXHIBIT #1-A.

Filed Oct. 17, 1958

Seal's
Place

THE STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of ROMANZY R. MILINER, late of Queen Anne's County, deceased, were on the 27th day of October in the year of our Lord one thousand nine hundred and thirty-one granted and committed unto Blanche G. Miliner who was then and there appointed ADMINISTRATRIX of the said deceased, and that said letters are at this date in full force and effect.

Orphan's
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 15 day of October in the year of our Lord, nineteen hundred and fifty-eight.

Test:

E. CLYDE WALLS
Register of Wills for Queen
Anne's County

Seal's
Place

THE STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of BLANCHE G. MILINER, late of Queen Anne's County, deceased, were on the 3rd day of May in the year of our Lord one thousand nine hundred and forty-four granted and committed unto Jane Anderson and John B. Miliner who were then and there appointed ADMINISTRATORS of the said deceased, and that said letters are at this date in full force and effect.

Orphan's
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 15 day of October in the year of our Lord, nineteen hundred and fifty-eight.

Test:

E. CLYDE WALLS
Register of Wills for Queen
Anne's County

COMPLAINANTS' EXHIBIT #3

Filed Oct. 17, 1958

.....
#25,169 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirty First day of December, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

Two-Two Dollar One-Forty Cent,
One-Fifty Cent and One-Five Cent
Int. Rev. Stamps. Endorsed
J.B.M. 12-31-46

Two-Two Dollar and One-Fifty Cent
Recordation Tax Stamps. Endorsed
J.B.M. 12-31-46

THIS DEED, made this 31st day of August in the year nineteen hundred and forty-six, by and between Edward A. Miliner, single, of Queen Anne's County, State of Maryland, Sarah Jane Anderson, Irwin Anderson, her husband, of Baltimore City, State of Maryland, Blanche Loretta Meyerson, Milton D. Meyerson, her husband, of Montgomery County, State of Maryland, Nona Augusta Roll, William Roll, her husband, of Prince George County, State of Maryland, Rice R. Miliner, widower, of Prince Georbe County, State of Maryland, James Alvin Miliner, Mildred Miliner, his wife of Howard County, State of Maryland, Arnold W. Miliner, Doris Miliner, his wife, of Howard County, State of Maryland, parties of the first part, and John B. Miliner, Elsie R. Miliner, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said parties of the first part do hereby grant and convey, all their rights, title, interest and estate unto the said parties of the second part, as tenants by the entirities, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract or parcel of land, situate on Kent Island in Queen Anne's County aforesaid on the west side of the road leading from Stevensville to Kent Point adjoining the lands of or formerly of Thomas Carville and others, being a part of the tract of land on which the said John H. Price once resided, and known as "Coppage Range" and "Craney Neck" and "R. R. Miliner Farm" and contained within the following metes and bounds, courses and distances, viz: BEGINNING at a stone in the middle of the aforesaid road at the southeast corner of said tract and which is also the beginning of the survey of the whole tract, and running thence with said road, and the first line of the original survey North 9 degrees East 93-2/10 perches to the division fence; thence across said land North 86-1/4 degrees West 48-6/10 perches to the head of the marsh; thence and through said marsh South 60 degrees West 76 perches; until it intersects the twenty third line of survey of 1865 by James W. Thompson; thence with said line South 27 degrees East 61-3/10 perches; thence South 3 degrees East 16 perches with the twenty-fourth line of original survey; thence East 18-5/10 perches with the twenty-fifth line; thence North 75-3/4 degrees East 54 perches with the twenty-sixth line of original survey to the place of beginning, containing 54 acres and 6 perches of land (being) part of the land which by deed dated 19th April 1867 and recorded in Liber S.E.D. No. 3, folio 126, a land record book for Queen Anne's County, was granted and conveyed by Sarah H. Price et al to the above named John H. Price); being the same land granted and conveyed unto Romanzy R. Miliner by John H. Price and wife, by deed dated 4th day of December 1888 and recorded in Liber W.D. No. 2, folio 253, a land record book for Queen Anne's County; and being the same property of which R. R. Miliner, died intestate, on the 6th day of October 1931, seized and possessed thereof, leaving the following heirs at law, to wit: Blanche G. Miliner, his wife, John B. Miliner, his son, Edward A. Miliner, a son, Sarah Jane Anderson, a daughter, Blanche Loretta Meyerson, a daughter, Nona Augusta Roll, a daughter, Rice R. Miliner, a son, James Alvin Miliner, a son, Arnold W. Miliner, a son; the said Blanche G. Miliner, having died, intestate on the 8th day of December 1943, seized and possessed of one-third interest in and to the above described real estate 1943, leaving as her only heirs at law, the above mentioned children of R. R. Miliner, deceased.

TOGETHER with the buildings and improvements thereupon 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 said tract or parcel of land and premises, unto and to the use of the said parties of the second part, as tenants by the entirities, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors).

VIRGINIA LES EMERY	as to	<u>EDWARD A. MILINER</u> (SEAL) Edward A. Miliner
DANIEL MENDELSON	as to	<u>SARAH JANE ANDERSON</u> (SEAL) Sarah Jane Anderson
DANIEL MENDELSON	as to	<u>IRWIN ANDERSON</u> (SEAL) Irwin Anderson
JULIUS H. WOLPE	as to	<u>BLANCHE LORETTA MEYERSON</u> (SEAL) Blanche Loretta Meyerson
JULIUS H. WOLPE	as to	<u>MILTON D. MEYERSON</u> (SEAL) Milton D. Meyerson
EDITH KRAUSE	as to	<u>NONA AUGUSTA ROLL</u> (SEAL) Nona Augusta Roll

EDITH KRAUSE as to WILLIAM ROLL (SEAL)
 William Roll

A. LESTER BATIE as to RICE R. MILINER (SEAL)
 Rice R. Miliner

ELIZABETH B. WILLIMAS as to JAMES ALVIN MILINER (SEAL)
 James Alvin Miliner

ELIZABETH B. WILLIAMS as to MILDRED MILINER (SEAL)
 Mildred Miliner

ELIZABETH B. WILLIAMS as to ARNOLD W. MILINER (SEAL)
 Arnold W. Miliner

ELIZABETH B. WILLIAMS as to DORIS MILINER (SEAL)

STATE OF MARYLAND,)
 Prince Georges Co.) TO WIT:

I HEREBY CERTIFY that on this 20 day of Nov. in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince Georges Co. aforesaid, personally appeared Edward A. Miliner, single, and he acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

Notary Public Seal. A. LESTER BATIE
 Notary Public

My Commission expires: 5/5/47

STATE OF MARYLAND,)
 BALTIMORE CITY,) TO WIT:

I HEREBY CERTIFY that on this 23 day of November in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sarah Jane Anderson and Irwin Anderson, her husband, and each acknowledged the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

Notary Public Seal. DANIEL MENDELSON
 Notary Public

My Commission expires March 1947

STATE OF WASHINGTON)
 District of Columbia) TO WIT:

I HEREBY CERTIFY THAT on this 13th day of September in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public, of the Washington, D.C., in and for Washington, D.C. aforesaid, personally appeared Blanche Loretta Meyerson and Milton D. Meyerson, her husband, and each acknowledge the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

Notary Public Seal. JULIUS H. WOLPE
 Notary Public

My Commission Expires Sept. 30, 1948.
 My Commission expires___

STATE OF MARYLAND,)
 PRINCE GEORGE COUNTY,) TO WIT:

I HEREBY CERTIFY that on this 12th day of September in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Prince George County aforesaid, personally appeared Nona August Roll and William E. Roll, her husband, and each acknowledged the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

NOTARY PUBLIC SEAL. EDITH KRAUSE
 Notary Public

My Commission expires May 5, 1947

STATE OF MARYLAND,)
BALTIMORE CITY,) TO WIT:

I HEREBY CERTIFY, that on this 23 day of November 1946 in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Rice R. Miliner, widower and he acknowledged the foregoing DEED to be his respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notorial seal the day and year last above written.

Notary
Public
Seal.

JOHN B. EMERY
Notary Public

My Commission expires May 5, 1947

STATE OF MARYLAND,)
HOWARD COUNTY,) TO WIT:

I HEREBY CERTIFY, that on this 11th day of October in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Howard County aforesaid, personally appeared James Alvin Miliner and Mildred Miliner, his wife, and Arnold W. Miliner and Doris Miliner, his wife, and each acknowledged the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notorial seal the day and year last above written.

Notary
Public
Seal.

ELIZABETH B. WILLIAMS
Notary Public

My Commission expires May 5, 1947

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G. Jr., No. 16, folio 184, a Land Record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th day of October in the year nineteen hundred and fifty-eight.

Clerk's
Seal

T. SORDEN PIPPIN
Clerk

COMPLAINANTS' EXHIBIT NO. 4

Filed Oct. 17, 1958

Seal's
Place

THE STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of JOHN B. MILINER, late of Queen Anne's County, deceased, were on the 2nd day of August in the year of our Lord one thousand nine hundred and forty-eight granted and committed unto Elsie R. Miliner who was then and there appointed ADMINISTRATRIX of the said deceased, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Orphan's
Court
Seal

Seal of my office, this 15th day of October in the year of our Lord, nineteen hundred and fifty-eight.

Test:

E. CLYDE WALLS
Register of Wills for
Queen Anne's County

COMPLAINANTS' EXHIBIT #5

Filed Oct. 17, 1958

#36,980

LIBER 26 PAGE 119

RIGHT-OF WAY DIVISION FILE No. 31667

RECEIVED FOR RECORD Jan. 19, 1956

STANDARD DEED TO STATE OF MARYLAND TO THE USE OF THE
STATE ROADS COMMISSION.

ATTACHED PLATS WILL BE FOUND IN STATE ROADS COMMISSION PLAT BOOK AND SAME REMAIN ON FILE PERMANENTLY IN THIS OFFICE, TO WIT:-

THIS DEED, Made this 13th day of January in the year 1956

WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire land, easements, rights and/or controls, shown and/or indicated on State Roads Commission of Maryland's Plats Numbered- 12638 and 12639 which are duly recorded, or intended to be recorded among the Land Records of Queen Anne's County(ies) in the State of Maryland, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number Q-295-1-220 and known as the Maryland Route #33 and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads system.

NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumbrances, in and to all the land, together with the appurtenances thereto belonging, or in any wise appertaining, lying between the outermost lines designated "Right of Way Line" as shown and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown hatched thus // on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such times as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support to protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on or across the adjacent land of the "GRANTORS" such waterways and/or inlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown across-hatched thus XXXXXX on the above mentioned plats, such stream changes and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the State Roads Commission for the above mentioned project.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land, hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Roads Commission, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the remaining property of the GRANTORS and shall be binding upon the GRANTORS, their heirs, successors and assigns forever.

And for the same consideration as hereinbefore set forth the Grantors do further grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, all of their right, title and interest in and to the bed of Maryland Route #33.

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

IT IS UNDERSTOOD AND AGREED that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; unto the proper use and benefit of the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns forever in fee simple; together with the rights, easements, privileges and controls hereinbefore mentioned.

AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc. hereby conveyed, and that they will execute such other and further assurances of same as may be requisite.

AND join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which

they hold upon the property of the grantors, retaining their rights as mortgagee and/or lienors in and to the remainder of the land of the Grantor not affected by this conveyance.

WITNESS WHEREOF we have hereunto set our hands and seals.

WITNESS VACHEL A DOWNES JR

ELSIE R. MILINER (SEAL)

STATE OF MARYLAND-COUNTY OF Queen Anne's

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Queen Anne's County personally appeared Elsie R Miliner, widow and each severally acknowledged the foregoing deed and release to be *his *her or *their respective act, or *to be the act of the said body corporat. (Note: *strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 13th day of January in the year 1956

VACHEL A DOWNES JR
Notary Public
My Commission Expires

NOTARY SEAL

One-One Dollar Ten Cent, One-Fifty-Five Cent
Int. Rev. Stamp. Endorsed 1-19-56 S.R.C

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S. P. No. 26, folio 119, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 16th day of October in the year nineteen hundred and fifty-eight.

Clerk's
Seal

T. SORDEN PIPPIN
Clerk

Filed Oct. 17, 1958

COMPLAINANTS' EXHIBIT No. 6

Filed Oct. 17, 1958

#37,516
RECEIVED FOR RECORD May 25, 1956 LIBER 28 PAGE 162

RIGHT-OF-WAY
THE EASTERN SHORE PUBLIC
SERVICE COMPANY OF MARYLAND

The undersigned Grantors, being the owners of land situate in the Vicinity of Stevensville County of Queen Anne and State of Maryland, which said land abuts on the street or highway U.S. Rt. 33 and is bounded on the North by land of Samuel Lessans and on the South by land of Elbert N Carvel

FROM

Elsie R. Miliner

IN CONSIDERATION of the sum of One Dollar received from The Eastern Shore Public Service Company of Maryland, a Maryland corporation, hereinafter called Grantee, hereby grant and convey unto the said Grantee, its successors and assigns, the right, privilege and authority to enter upon and construct, erect, extend, operate, replace, relocate, repair and perpetually maintain a pole line with the necessary wires, cross arms, guy wires and other usual fixtures and appurtenances, as may be necessary for the convenient transaction of its business, on said land along the said street or highway and/or on the latter permission to place on Grantors property six (6) poles and one (1) anchor guy, to be located as staked.

Together with right to trim, cut and remove trees and underbrush and other obstructions that are within 15 feet of any wire strung on said pole line; provided, however, any damage (other than for trimming, cutting and removing trees) to the property of the undersigned caused by the said Grantee in maintaining or repairing the said pole line, shall be borne by the said Grantee.

Witness our hands and seals this 14 day of November A.D., 1955

WITNESS:

ELSIE R MILINER (SEAL)
Elsie R. Miliner (Widow)

HARRY J. HUBBARD
Harry J. Hubbard

Notary
Public
Seal.

STATE OF MARYLAND Queen Anne COUNTY, TO WIT:

I hereby certify that on this 14 day of November A.D., 1955 before me Harry J. Hubbard a Notary Public in and for the County of Caroline of the State aforesaid, personally appeared Elsie R. Miliner (Widow) and acknowledged the foregoing instrument to be her respect act.

In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and year above written.

HARRY J. HUBBARD
Notary Public
Harry J. Hubbard

(Do not write in this space)

WO No. 6391M JO No.Tax Dist. N-14 Line No. 11FPole Number 33, 34, 34A, 35, 36, 37

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S. P. No. 28, folio 162, a Land Record Book for Queen Anne's County.

Clerk's
Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 15th day of October in the year nineteen hundred and fifty-eight.

T. SORDEN PIPPIN

Clerk

SUBPOENA TO BE SERVED

Filed Oct. 24, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

TO The State Roads Commission of Maryland
108 E. Lexington Street
Baltimore 3, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITHT SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned State Roads Commission of Maryland and copy of the Process with Copy of the Bill of Complaint left with J. Thomas Nassel Special Attorney on the 23 day of October 1958 in the presence of William Fowler

JOSEPH C DEEPER
Sheriff

Fees \$3 ³⁵

SUBPOENA TO BE SERVED

Filed Oct. 30, 1958

(EQUITY SUBPOENA)

Seal's
Place

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Blanche Loretta Meyerson and
Milton D. Meyerson, her husband
821 Gist Avenue, Silver Spring, Montgomery
County, Maryland

GREETINGS:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you and exhibited in the Circuit Court for Queen Anne's County, Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Plamer Smith

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Served the within Subpoena by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with

MILTON D. MEYERSON

BLANCHE LORETTA MEYERSON

This 23rd day of Oct. 1958

LUKE J. BENNETT, JR.
Sheriff

SUBPOENA TO BE SERVED

Filed Oct. 31, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

TO The Eastern Shore Public Service Company of Maryland
Salisbury, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned the Eastern Shore Public Service Company of Maryland by service on and leaving a copy of Subpoena and Bill of Complaint with J. Morris McGrath, this 21st day of October, 1958.

JESSE W PALLIET
Sheriff of Wicomico County

SUBPOENA TO BE SERVED

Filed Nov. 5, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's
Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Sarah Jane Anderson, widow lady,
Elkridge, Howard County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer SmithT. SORDEN PIPPIN, ClerkAddress Centreville, Maryland
Phone 350-Centreville

Received 10-21 1958
and forwith delivered to the Sheriff of
Howard County.
ROBY H. MULLINIX Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit;

Summoned Sarah Jane Anderson, copy of spna and bill of complaint left with her this
10-25-58

W. Harvey Hill
W. Harvey Hill
Sheriff of Howard Co.

Costs \$1.25

SUBPOENA TO BE SERVED

Filed Nov. 5, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's
Place

QUEEN ANNE'S COUNTY, TO WIT:

TO James Alvin Miliner and Mildred
Miliner, his wife, Elkridge,
Howard County, Maryland
c/o White Elk Motel

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer SmithT. SORDEN PIPPIN, ClerkAddress Centreville, Maryland
Phone 350-CentrevilleReceived 10-21 1958
and forwith delivered to the Sheriff of
Howard County.
ROBY H. MULLINIX Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned James Alvin Miliner and Mildred Miliner, copy of spna and bill of Complainet left with each ot ehtm this 10-25-58W. Harvey Hill
W. Harvey Hill
Sheriff of Howard Co.

Costs \$2.50

SUBPOENA TO BE SERVED

Filed Nov. 5, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
PlaceTO Doris Miliner, widow lady,
Elkridge, Howard County, Maryland,

GREETING:

We commed and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958

Issued the 17th. day of October, 1958

TO THE DEFENDANT(s):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer SmithT. SORDEN PIPPIN, ClerkAddress Centreville, Maryland
Phone 350-CentrevilleReceived 10-21 1958
and forwith delivered to the Sheriff of
Howard County.
ROBY H. MULLINIX Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Doris Miliner, copy of spna and bill of complaint left with her this 10-25-58

W. HARVEY HILL
W. Harvey Hill
Sheriff of Howard Co.
A

Costs \$ 1.25

SUBPOENA TO BE SERVED

Filed Nov. 5, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
PlaceTO Harry Miliner and Dixie L. Miliner,
his wife, Elkridge, Howard County, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITH

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

Received 10-21 1958
and forwith delivered to the Sheriff of
Howard County.
ROBY H. MULLINIX Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Harry Miliner and Dixie L. Miliner, copy Spna and complaint left this 10-25-58

W. HARVEY HILL
W. Harvey Hill
Sheriff of Howard Co.

Costs \$ 2.50

SUBPOENA TO BE SERVED

Filed Nov. 5, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's
Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Edward A. Miliner, single,
Elkridge, Howard County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITH

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

Received 10-21 1958
and forwith delivered to the Sheriff of
Howard County.
ROBY H. MULLINIX Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Edward A. Miliner, copy of spna and bill of complaint left with him this
10-25-58

W. HARVEY HILL
W. Harvey Hill
Sheriff of Howard Co.

Costs \$1.25

SUBPOENA TO BE SERVED

Filed Nov. 12, 1968

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

TO Nona Augusta Roll and William Roll,
her husband, 3909 Madison Street,
Hyattsville, Prince George's County,
Maryland,

GREETING:

We commend and enjoin you that you do eithin the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you wihch upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITH

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Nona Augusta Roll and William Roll and left copy of subpoena and bill of complaint with them this 13th day of November 1958.

RECEIVED
OCT 22 1958

Served 10/31/58

J. LEE BALL
SHERIFF OF PRINCE GEORGE'S CO.
By S. E. DENNIS Jr.
DEPUTY SHERIFF

SUBPOENA TO BE SERVED

Filed Nov. 21, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

TO Rice R. Miliner and Ida H. Miliner, his wife,
Laurel, Prince Georges County, Maryland
c/o Valencia Motel

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porerr, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 17th. day of October, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITH T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone 350-Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit:

RECEIVED OCT 22 1958

NVMBIT
THIS IS IN HOWARD CO
10-31-58
J. LEE BALL
SHERIFF OF PRINCE GEORGE'S CO.

By H A STYRE JR.
DEPUTY SHERIFF

SUBPOENA TO BE SERVED

Filed Nov. 25, 1958

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

TO Rice R. Miliner and Ida H. Miliner, his wife,
Laurel, Howard County, Maryland,
c/o Valencia Motel

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Elsie R. Miliner Porter and William Edward Porter, her husband, Stevensville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of January, 1958.

Issued the 21st. day of November, 1958.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name JOHN PALMER SMITH T SORDEN PIPPIN, Clerk

Address Centreville
Phone 350-Centreville

RECEIVED 11-22 1958
and forwith delivered to the Sheriff
of Howard County.
ROBY H. MULLINIS Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Rice R Milliner. and Ida H. Milliner, Copy of Subpoena and Bill of Complaint left with each of them this 22nd day of Nov. 1958

W. HARVEY HILL
Sheriff

ANSWER

Filed Jan. 26, 1959

ELSIE R. MILINER PORTER
et al.

vs.

EDWARD A. MILINER
ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

chy. No. 4216

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson and Milton D. Meyerson, her husband, Nona Augusta Roll and William Roll, her husband, Rice R. Miliner and Ida H. Miliner, his wife, James Alvin Miliner and Mildred Miliner, his wife, Doris Miliner, Harry Miliner and Dixie L. Miliner, his wife, by Clayton C. Carter, their solicitor, answering the Bill of Complaint against them in this Court exhibited, say:

1. The said Defendants admit the matters and facts set forth in Paragraphs 1 through 13 of said Bill of Complaint.

2. The said Defendants deny the allegations set forth in paragraph 14 of said Bill of Complaint and further answering said paragraph, aver that said land and right interest and estate thereon can be divided without loss or injury to the parties interested.

3. The said Defendants deny the allegations set forth in paragraph 15 of said Bill of Complaint and further answering said paragraph aver that it will not be advantageous to all parties to sell the property and real estate. In fact, said real estate was the homestead of the parents of the respondents, Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson, Nona Augusta Roll, Rice R. Miliner, James Alvin Miliner, and their deceased brothers, Arnold W. Miliner and John B. Miliner. The aforesaid respondents, their spouses, and the respondents, Doris Miliner, widow of Arnold W. Miliner, and Harry Miliner, son of Arnold W. Miliner, and his spouse, all aver that the said real estate by virtue of the fact that it has been the family home of the Miliner family on Kent Island since 1888, has a value to them that cannot be measured in money and could be forever lost to them if a sale were decreed. The respondents further aver that only a partition in kind of said real estate would prevent a loss and injury to them and all parties interested.

WHEREFORE, your respondents having fully answered said Bill of Complaint pray:

(1) That a decree may be passed by this Court for a partition of said lands and any right, interest and estate therein.

(2) And that your respondents may have such other and further relief as their case may require.

And as in duty bound, etc.

CLAYTON C. CARTER
Clayton C. Carter
Solicitor for Respondents
111 Lawyers Row
Centreville, Maryland
Telephone: Centreville 368

PROOF OF SERVICE

I HEREBY CERTIFY that on this 26th day of January, 1959 I delivered a copy of the within ANSWER unto John Palmer Smith, Attorney for Plaintiffs, personally

CLAYTON C. CARTER
Attorney for Respondents

Filed Jan. 26, 1959

CROSS CLAIM

Filed Jan. 26, 1959

EDWARD A. MILINER
SARAH JANE ANDERSON
BLANCHE LORETTA MEYERSON
NONA AUGUSTA ROLL
RICE R. MILINER
JAMES ALVIN MILINER
DORRIS MILINER
HARRY MILINER
CROSS-CLAIMANTS

vs.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

ELSIE R. MILINER PORTER
CROSS-DEFENDANT

IN EQUITY

CHY. NO. 4216

CROSS - CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Cross-Claimants, by Clayton C. Carter, their solicitor for a cross claim against Elsie R. Miliner Porter, Cross-Defendant, says:

1. That said Cross-Defendant and her husband, filed a Bill of Complaint against your Cross-Claimants and others in this Court for a decree of sale of certain real estate in which your Cross-Claimants have a 1/16th interest in fee simple.

2. That your Cross-Claimants have answered said Bill and in their answer have shown that the Cross-Defendant and her husband are not entitled to the relief prayed, but on the contrary that your Cross-Claimants and their respective spouses, if any, are entitled to other relief in the premises; and of which matters and facts more fully appear by reference to said Bill and Answer.

3. That your Cross-Claimants aver that upon the death of John B. Miliner on July 27, 1948, the said Cross-Defendant too, possession of said real estate to the exclusion of your Cross-Claimants and has received all the rents, issues and profits therefrom without aver accounting unto your Cross-Claimants, Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson, Nona Augusta Roll, Rice R. Miliner and James Alvin Miliner from that date to these presents, and unto Doris Miliner and Harry Miliner since the date of the death of Arnold W. Miliner on the 15th day of March 1955, to these presents.

4. That your Cross-Claimants are ready, willing and able to pay their share of the taxes, seeds, fertilizer, lime and other farm operating expenses paid by the Cross-Defendant since July 27th, 1948 to these presents upon verification of the same by the said Cross-Defendant to this Honorable Court.

5. That the Cross-Defendant has and is allowing said farm to fall into disrepair and otherwise committing acts of waste, thereby depreciating the interest of your Cross-Claimants in said farm.

TO THE END THEREFORE:

(1) That an account may be taken, under the direction of this Court, of the rents, issues and profits received by Elsie R. Miliner Porter from the real estate in these proceedings mentioned from July 27, 1948, and of the portion thereof due to your Cross-Claimants.

(2) That pending this cause, the court may protect the rights of each joint owner of said land by placing the land in the hands of a receiver to be appointed by this Honorable Court.

(3) That your Cross-Claimants may have such other and further relief as the nature of their case may require.

And as in duty bound, etc.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Cross-Claimants
111 Lawyers' Row
Centreville, Maryland
Telephone - Centreville 368

PROOF OF SERVICE

I HEREBY CERTIFY that on this 26th day of January, 1959, I delivered a copy of the within Cross-Claim upon John Palmer Smith, Attorney for Elsie R. Miliner Porter, personally.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Cross-Claimants

Filed Jan. 26, 1959

NOTICE FOR DEPOSITIONS

Filed Feb. 17, 1959

Edward A. Miliner, et al.

: In The Circuit Court for
Queen Anne's County

vs.

: In Equity

Elsie R. Miliner Porter

Chancery No. 4216

NOTICE FOR DEPOSITION

Notice is hereby given to the cross Defendant that the cross Claimants desire

to take the deposition of the cross Defendant upon oral examination on Tuesday, February 24, 1959, at 7:30 o'clock p.m. in the Law Offices of Clayton C. Carter, 111 Lawyers' Row, Centreville, Maryland, before Beverly C. Larrimore, Notary Public of Centreville, Maryland.

Notice if further given to the cross Defendant to produce at the above place and time any all records, ledgers, books of account or otherwise which would show what rents, issues, and profits, she has received or derived from the farm which is the subject matter of the above case since the 27th day of July, 1948, to the date of taking of the said depositions.

CLAYTON C. CARTER
Solicitor for cross Claimants

PROOF OF SERVICE

I HEREBY CERTIFY that on the 17th day of February, 1959 I served a copy of the above notice upon John Palmer Smith, Solicitor for Elsie R. Miliner Porter, by leaving the same with him at Centreville, Maryland.

CLAYTON C. CARTER
Solicitor for cross Claimants

Filed Feb. 17, 1959

DEMURRER BY PLAINTIFFS TO
DEFENDANTS' CROSS-CLAIM

Filed March 5, 1959

ELSIE R. MILINER PORTER,
ET AL.,

VS.

EDWARD A. MILINER, ET AL.,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY NO. 4216

D E M U R R E R

to

DEFENDANTS' CROSS-CLAIM.

The Plaintiffs demur to the Defendants' Cross-Claim, and for cause of demurrer show:

1. That the claim for an accounting of rent, issues and profits is barred by limitations as to such part as accrued before October 17, 1955.

JOHN PALMER SMITH
John Palmer Smith,
Solicitor for Plaintiffs.

This is to certify, that I left a copy of the above Demurrer with Clayton C. Carter, Esq., Solicitor for the Defendants, at his office in Centreville, Maryland, this 5th day of March, 1959.

JOHN PALMER SMITH
John Palmer Smith.

Filed March 5, 1959

PETITION TO FILE
SUPPLEMENTAL ANSWER

Filed April 24, 1959

ELSIE R. MILINER PORTER
et al.

vs.

EDWARD A. MILINER
et al.

: IN THE CIRCUIT COURT
:
: FOR
:
: QUEEN ANNE'S COUNTY
:
: IN EQUITY
:
: Chy. No. 4216

PETITION TO FILE SUPPLEMENTAL ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward A. Miliner, Sarah Jane Anderson, Blanche Loretta Meyerson and Milton D. Meyerson, her husband, Nona Augusta Roll and William Roll,

her husband, Rice R. Miliner and Ida H. Miliner, his wife, James Alvin Miliner and Mildred Miliner, his wife, Doris Miliner, Harry Miliner and Dixie L. Miliner, his wife, by Clayton C. Carter, their solicitor, unto your Honors respectfully represents:

1. That since the filing of their Answer in this cause on January 26, 1959 there has been a change of ownership in the 1/16th undivided part of the real estate, which is the subject of this proceeding.

2. That all of your Petitioners, except Rice R. Miliner and Ida H. Miliner, his wife, have conveyed all their right, title, interest and estate in and to said real estate unto Rice R. Miliner.

3. That your Petitioners allege that since these material facts have occurred since their answer was filed, it is necessary to file a supplemental answer in this cause setting forth the same.

WHEREFORE, your Petitioners pray this Honorable Court to pass an order granting leave unto your Petitioners to file a supplemental answer in the above-entitled cause.

Respectfully submitted:

CLAYTON C. CARTER
Solicitor for Defendants

Filed April 24, 1959

ORDER OF COURT

Filed April 29, 1959

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED, this 29th day of April, 1959, that Elsie R. Miliner Porter and William Edward Porter show cause, if any they have, on or before the 16th day of May, 1959, why leave should not be granted by this Court unto the Petitioners therein to file a Supplemental Answer; provided a copy of the within Petition and this Order be served on their solicitor of record in this proceeding on or before the 4th day of May, 1959.

THOS J KEATING JR.
Judge

Filed April 29, 1959

SUPPLEMENTAL ANSWER

Filed May 22, 1959

ELSIE R. MILINER PORTER
et al.

vs.

EDWARD A. MILINER
et al.

: IN THE CIRCUIT COURT
:
: FOR
:
: QUEEN ANNE'S COUNTY
:
: IN EQUITY
:
: Chy. No. 4216

SUPPLEMENTAL ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several supplemental answer of the Defendants, by Clayton C. Carter, their solicitor, to the Bill of Complaint against them in this Court exhibit, say:

1. That since the filing of their answer in this cause on January 26, 1959, Sarah Jane Anderson, Blanche Loretta Meyerson, Milton D. Meyerson, Nona Augusta Roll, William Roll, James Alvin Miliner, Mildred Miliner, Doris Miliner, Harry Miliner and Dixie L. Miliner have conveyed all their right, title, interest and estate in and to the property, which is the subject of this proceeding unto Rice R. Miliner, as will more fully appear by reference to their deed dated March 24, 1959, and recorded among the land records of Queen Anne's County in Liber T.S.P. no. 47 folio 26, a certified copy of which is filed herewith as a part hereof and marked "Defendant's Exhibit No.1".

2. That the said Rice R. Miliner is vested with an undivided one sixteenth interest in and to said property.

3. That with the exception of the matters and facts alleged in paragraphs 1 and 2 above, the Defendants do reaffirm the matters and facts and prayers for relief set forth in their answer heretofore filed herein.

And as in duty bound, etc.

CLAYTON C. CARTER
Attorney for Defendants

PROOF OF SERVICE

I HEREBY CERTIFY that on this 22nd day of May, 1959, I served a copy of the within Supplemental Answer upon John Palmer Smith, Attorney for Plaintiffs at his law

offices, Lawyers' Row, Centreville, Maryland.

CLAYTON C. CARTER
Attorney for Defendants

Filed May 22, 1959

DEFENDANTS' EXHIBIT NO. 1

#42,088 LIBER 47 PAGE 26
RECEIVED FOR RECORD Mar. 31, 1959

THIS DEED, made this 24th day of March, 1959.

WITNESSETH, that for and in consideration of the sume of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, EDWARD A. MILLINER, single man, SARAH JANE ANDERSON, widow lady, BLANCHE LORETTA MEYERSON and MILTON D. MEYERSON, her husband, NONA AUGUSTA ROLL and WILLIAM ROLL, her husband, JAMES ALVIN MILLINER and MILDRED MILLINER, his wife, DORIS MILLINER, widow lady, HARRY MILLINER and DIXIE L. MILLINER, his wife, do hereby grant, convey and quit-claim unto RICE R. MILLINER, his heirs and assigns, all their right, title, interest and estate in and to the following described real estate, to wit:

ALL that tract or parcel of land, situate on Kent Island in Queen Anne's County aforesaid on the west side of the road leading from Stevensville to Kent Point adjoining the lands of or formerly of Thomas Carville and others, being a part of the tract of land on which the said John H. Price once resided, and known as "Coppage Range" and "Craney Neck" and "R.R. Miliner Farm" and contained within the following metes and bounds, courses and distances, viz: BEGINNING at a stone in the middle of the aforesaid road at the southeast corner of said tract and which is also the beginning of the survey of the whole tract, and running thence with said road, and the first line of the original survey North 9 degrees East 93-2/10 perches to the division fence; thence across said land North 86-1/4 degrees West 48-6/10 perches to the head of the marsh; thence along and through said marsh South 60 degrees West 76 perches until it intersects the twenty third line of survey of 1865 by James W. Thompson; thence with said line South 27 degrees East 61-3/10 perches; thence South 3 degrees East 16 perches with the twenty-fourth line of original survey; thence East 18-5/10 perches with the twenty fifth line; thence North 75-3/4 degrees East 54 perches with the twenty-sixth line of original survey to the place of beginning, containing 54 acres and 6 perches of land.

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

WITNESS the hands and seals of said Grantors:

TEST:

<u>MARY O. MALLONEE</u>	<u>EDWARD A. MILLINER</u> (SEAL) Edward A. Miliner
<u>MARY O. MALLONEE</u>	<u>SARAH JANE ANDERSON</u> (SEAL) Sarah Jane Anderson
<u>MARY O. MALLONEE</u>	<u>BLANCHE LORETTA MEYERSON</u> (SEAL) Blanche Loretta Meyerson
<u>MARY O. MALLONEE</u>	<u>MILTON D. MEYERSON</u> (SEAL) Milton D. Meyerson
<u>MARY O. MALLONEE</u>	<u>NONA AUGUSTA ROLL</u> (SEAL) Nona Augusta Roll
<u>MARY O. MALLONEE</u>	<u>Wm E. ROLL</u> (SEAL) William Roll
<u>MARY O. MALLONEE</u>	<u>JAMES ALVIN MILLINER</u> (SEAL) James Alvin Miliner
<u>MARY O. MALLONEE</u>	<u>MILDRED MILLINER</u> (SEAL) Mildred Miliner
<u>MARY O. MALLONEE</u>	<u>DORIS MILLINER</u> (SEAL) Doris Miliner
<u>MARY O. MALLONEE</u>	<u>HARRY MILLINER</u> (SEAL) Harry Miliner
<u>MARY O. MALLONEE</u>	<u>DIXIE L. MILLINER</u> (SEAL) Dixie L. Miliner

STATE OF MARYLAND,
COUNTY OF Prince Georges

On this the 24th day of March, 1959, before me, Mary O. Mallonee the undersigned officer, personally appeared EDWARD A. MILLINER, SARAH JANE ANDERSON, BLANCHE LORETTA MEYERSON, MILTON E. MEYERSON, NONA AGUUSTA ROLL, WILLIAM ROLL, DORIS MILLINER, HARRY MILLINER and DIXIE L. MILLINER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

NOTARY
PUBLIC
SEAL.

MARY O. MALLONEE
Notary Public

STATE OF Maryland

County of Prince George's

On this the 21st day of March, 1959, before me, Mary O. Mallonee the undersigned officer, personally appeared JAMES ALVIN MILNER and MILDRED MILNER, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

NOTARY
PUBLIC
SEAL.

MARY O. MALLONEE
Notary Public

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T. S.P. No. 47, folio 26. a Land record for Queen Anne's County.

Seal's

Place

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22th day of May in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

Filed May 22, 1959

PETITION AND SUGGESTION
AS TO JUDGE TO SIT IN CAUSE

Filed April 29, 1960

ELSIE M. MILNER PORTER,

VS.

EDWARD A. MILNER,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY NO. 4216.

PETITION AND SUGGESTION

To the Honorable Thomas J. Keating, Jr., Associate Judge of the Second Judicial Circuit:

1. Your Honor has indicated to the Solicitors in this Cause that he is disqualified to proceed in this cause and has disqualified himself.

2. That the Solicitor for the Plaintiffs in this Cause desires to proceed with the case and to take depositions of witnesses and proceed for a decree of sale.

WHEREOF, your Petitioner suggests that your Honor have consultation with the other Honorable Judges of this Circuit in order that one or both may sit in this Cause at an early date in order for the Plaintiffs to proceed with their case.

And as in duty bound, etc.,

JOHN PALMER SMITH
John Palmer Smith,
Petitioner,
Solicitor for Plaintiffs.

This is to certify, that on this 29th day of April, 1960, I delivered a copy of the foregoing Petition and suggestion to Clayton C. Carter, Esq., at his office at 111 Lawyers' Row, Centreville, Maryland.

JOHN PALMER SMITH
John Palmer Smith

Filed April 29, 1960

The foregoing having been and considered and with the concurrence of my associate, Hon. J De Weese Carter & Hon Thomas J Keating Jr. I will accept the assignment of this case. May 16, 1960.

E D E ROLLINS Associate Judge

Filed May 16, 1960

NOTICE TO TAKE TESTIMONY

Filed May 26, 1960

Elsie R. Miliner Porter, et al.,

vs.

Edward A. Miliner, et al.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 4216.

NOTICE TO TAKE TESTIMONY.

Mr. Vachel A. Downes, Jr., Esquire,
Standing Examiner:

Notice is hereby given of the desire of the Complainants in the above entitled Cause to take testimony in support of the Bill of Complaint filed by said Complainants in said case. The witnesses to be summoned to testify on behalf of the Complainants are as follows:

Frank B. Cockey, Stevensville, Maryland,
Charles A. Chance, Stevensville, Maryland.
C. Mitchell Davidson, Stevensville, Maryland.

JOHN PALMER SMITH
John Palmer Smith, Solicitor for
Complainants,
113 Lawyers Row, Centreville,
Md. Phone: Centreville 350.

Upon the foregoing Notice to Take Testimony, it is ORDERED this 26 day of May, 1960, that Friday, the 10th day of June, 1960, at the hour of Two P.M. (E.D.T.) be and it is hereby fixed for the examination of witnesses and the taking of evidence in the above entitled Cause before me, at the office of John Palmer Smith, 113 Lawyers' Row, Centreville, Maryland.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.,
Standing Examiner

I HEREBY CERTIFY, that I served a copy of the within Notice to Take Testimony and Order thereon upon Clayton C. Carter, Solicitor for Respondents; and John Palmer Smith, Solicitor for Complainants, by leaving the same at their respective law offices, Lawyers Row, Centreville, Maryland, this 26th day of May, 1960.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.,
Standing Examiner.

Service of copy admitted this 26 day of May, 1960

Filed May 26, 1960

JOHN PALMER SMITH

PETITION TO TAKE TESTIMONY

Filed June 9, 1960

ELSIE R. MILINER PORTER ET AL.

VS.

EDWARD A. MILINER, ET AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4216

PETITION TO HAVE TESTIMONY
TAKEN ORALLY IN OPEN COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Defendant in the above entitled case, by Clayton C. Carter, their solicitor, respectfully requests that the testimony as to all of the facts and matters relevant in the above entitled proceeding shall be taken orally in open court and prays that this Honorable Court will pass an Order setting the same down for a day to be determined by your Honors.

Respectfully submitted,

CLAYTON C. CARTER
Solicitor for Defendant

I HEREBY CERTIFY that I served a copy of the within Petition upon John Palmer Smith, Esq., Solicitor for the Plaintiff, by leaving the same with him at his law offices, 113 Lawyers Row, Centreville, Maryland, this 9th day of June, 1960.

CLAYTON C. CARTER
Solicitor for Defendant

Filed June 9, 1960

ORDER OF COURT

ORDERED this 16th day of June, 1960, by the Circuit Court for Queen Anne's County, in Equity, that testimony shall be taken orally in open Court before this Court on the 15th day of August, 1960, at 10:00 o'clock A.M. in the above-entitled cause, and on said date Dolly P. Benton is hereby appointed court reporter for said case.

EDWARD D E ROLLINS
Judge

Filed June 17, 1960

DECREE

Filed Aug. 22, 1960

ELSIE R. MILINER PORTER, ET AL.,

COMPLAINANTS,

VS.

EDWARD A. MILINER, ET AL.,

DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 4216

D E C R E E

This cause standing ready for hearing and being submitted, the counsel for the parties were heard, and the proceedings read and considered.

IT IS THEREUPON, this 22nd day of August, 1960, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED ORDERED AND DECREED that the real estate mentioned and described in these proceedings be sold, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that JOHN PALMER SMITH of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that before proceeding to make sale hereunder, said Trustee shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of TWENTY THOUSAND Dollars (\$20000.00) if corporate surety is given, and in double that amount if personal surety is given, conditioned on the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises.

The Trustee shall further advertise the time, place, manner and terms of sale in some newspaper printed and published in Queen Anne's County for at least three weeks prior to the date of sale, and said terms to provide for the payment of the entire purchase price in cash on day of sale, or one-third, per cent of the purchase price in cash and the balance upon final ratification of the sale by this Court, the deferred payments to bear interest from day of sale and to be secured to the Trustee's satisfaction. After complying with the prerequisites of this Decree, said Trustee may proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder therefor, and he shall thereafter report a full account of the sale to this Court with an affidavit of the truth and fairness thereof.

Upon final ratification of the sale, and upon full payment of the purchase money, and not before, said Trustee shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free, clear and discharged of all claims of the parties to this cause or of those claiming, by, through or under them or any of them.

Said Trustee shall bring into Court all of the moneys arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expenses of said sale, and such commissions to the Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And it further appearing to the Court that the Plaintiffs have submitted to the Defendants accountings for the calendar years of 1956, 1957 and 1958 of the income and expenses of the "Miliner Farm" all of which are acceptable to the Defendants, and said Plaintiffs being now ready and willing to distribute the net proceeds to the parties entitled thereto:

IT IS THEREUPON, this 22nd day of August, 1960, by the Circuit Court for Queen Anne's County, in Equity, Adjudged, Ordered and Decreed that the Demurrer in this case be dismissed, and that the Plaintiffs make distribution of the proceeds of income as shown in the accounts for the calendar years 1956, 1957 and 1958 to the

parties entitled thereto according to their respective shares therein; and it is Further Ordered that an accounting for the calendar years of 1959, and 1960 to the date of sale of said property, be submitted to the Auditor of this Court to ascertain for the purpose of distribution of the net proceeds of income to the parties entitled thereto.

EDWARD D E ROLLINS.

Judge

Filed August 22, 1960

CERTIFIED COPY OF BOND

Filed Oct. 18, 1960

Queen Anne's County, to wit: Be it remembered that on this Eighteenth day of October in the year nineteen hundred and sixty, the following Bond was filed for record, to wit;-

315686

KNOW ALL MEN BY THESE PRESENTS:

That we, John Palmer Smith, Centreville, Queen Anne's County, Maryland, as Principal, and New Amsterdam Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand Dollars (\$20,000.00), to be paid to the said State, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our heirs, Executors and Administrators, jointly and severally firmly by these presents.

Sealed with our seals, and dated this fifth day of October, in the year nineteen hundred and sixty.

WHEREAS, the above bounden, John Palmer Smith, by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty-second day of August, 1960, in a Cause in said Court entitled "Elsie R. Miliner Porter, et al., vs. Edward A. Miliner, et al.," and numbered 4216 on the Chancery Docket of said Court, has been appointed Trustee to make sale of the real estate decreed to be sold as mentioned in said Decree.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith, does, and shall well and faithfully perform and execute the trust reposed in him by said Decree, or that may be reposed in him by any future Order or Decree in the premises, then the above obligation shall be void, otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.

As to Surety:

M. S. KRAUS
M. S. Kraus

JOHN PALMER SMITH (SEAL)
John Palmer Smith

NEW AMSTERDAM CASUALTY COMPANY,

BY: R. H. NICHOLS
R. H. Nichols
Attorney in Fact.
Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Surety approved and Bond filed Oct. 18, 1960

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T. S. P. No. 2, folio 41, a Bond Record for Queen Anne's County.

Seal's

Place

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 18th day of October in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE

Filed Nov. 16, 1960

ELSIE R. MILINER PORTER, et al.,

vs.

EDWARD MILINER, ET AL.,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 4216

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by John Palmer Smith, Trustee, respectfully shows unto your Honors:

That pursuant to the Decree of this Honorable Court passed on the 22nd day of August, 1960, your Trustee did proceed to advertize the real estate in this cause decreed to be sold for public sale to be held on Tuesday, November 15, 1960, by inserting an advertisement in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, for four successive weeks before the day of sale as will appear by the Certificate of Advertisement filed herewith as a part hereof.

After filing a bond in the penalty of \$20,000.00 with The New Amsterdam Casualty Company, as Surety thereon, same being approved by the Clerk of this Court, your Trustee did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, November 15th, 1960, at 2 o'clock P.M.. After having the advertisement of sale read by your Trustee and after announcing the terms of sale as per the advertisement and after having the Auctioneer cry the sale for some time did proceed to make sale of said real estate as follows:

Your Trustee did sell the farm or tract of land containing 54 Acres and 6 Perches of land, more or less, as more particularly described in the advertisement of sale, and after specifically mentioning that the acreage would not be guaranteed, unto William E. Porter and Elsie R. Miliner Porter, his wife, as tenants by the entireties, for the sum of \$22,000.00. The Purchasers have paid unto your Trustee the sum of \$1375.00 and your Trustee believes that the purchasers will pay the balance thereof with interest upon ratification of sale by this honorable Court. The Purchasers were the highest bidders.

Additional bond is being filed with the Clerk for \$2,000.00.

The Trustee reports the total amount of sale to \$22,000.00.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith
Trustee.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, TO WIT:

ON this 16th day of November, 1960, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk.

Filed Nov. 17, 1960

TRUSTEE'S SALE
OF VALUABLE SMALL FARM
ON KENT ISLAND, NEAR
STEVENSVILLE, MD.

By virtue of the power and authority contained in a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 22nd day of August, 1960, in Chancery Cause No. 4216 - entitled "Elsie R. Miliner Porter, et al., va. Edward A. Miliner, et al.," the undersigned Trustee named therein will offer at Public Auction to the highest bidder, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, NOVEMBER 15th, 1960

at the hour of two o'clock p.m. Eastern Standard Time, the following real estate, to wit:

ALL that small Farm and Tract of land, formerly known as the "Romanzy R. Miliner Farm," improved by a frame 2-story dwelling house and outbuildings, situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, near and south of the Town of Stevensville, Maryland, located on the west or right side of the Public Road leading from Stevensville to Kent Point, bounded on the south by the lands of Elbert N. Carville, on the west by lands of one Reese and Craney Creek, and on the north by the "Benton Farm," and containing 54 acres and 6 Perches of land, more or less.

TERMS OF SALE: Entire purchase price may be paid in cash on day of sale, or 1/3 of purchase price on day of sale and balance on final ratification of sale, balance to bear interest from day of sale and be secured to Trustee's satisfaction. Title papers, revenue and documentary stamps, and costs of recording to be purchaser's expense. Taxes to be pro-rated to date of sale. Possession after ratification of sale and final settlement therefor.

JOHN PALMER SMITH, TRUSTEE

W.J. Barcus, Jr., Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Valuable Small Farm in the case/estate of Elsie R. Miliner Porter, et al., vs Edward A. Miliner, et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 15th day of November, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of October 1960, and the last insertion on the 10th day of November, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By Betty Biscoe

Filed Nov. 16, 1960

ORDER NISI ON SALE

Filed Nov. 16, 1960

ORDER NISI ON SALE

Elsie R. Miliner Porter, et al.,

vs.

Edward A. Miliner, et al.

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4216

ORDERED, this 16th. day of November, 1960, that the sale of the real property, made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, on or after the 17th. day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th. day of December, 1960.

The report states the amount of sales to be \$22,000.00

T. SORDEN PIPPIN Clerk

Filed Nov. 16, 1960

ADDITIONAL BOND

Filed Nov. 25, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-Fifth day of November in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

227 St. Paul Street
Baltimore, Md.

NEW AMSTERDAM
CASUALTY COMPANY
A Stock Company

60 John Street
New York

ADDITIONAL BOND #315686

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John Palmer Smith - Centreville, Queen Anne's County, Maryland, and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of TWO THOUSAND AND 00/100 --- Dollars (\$2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th -- day of November in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden John Palmer Smith by virtue of a decree of the Honorable the Judge of Circuit Court of Queen Anne's County, Md. has been appointed Trustee to sell real estate mentioned in the proceedings in the case of

ELSIE R. MILINER PORTER ET AL

vs.

EDWARD A. MILINER ET AL

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN John Palmer Smith does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full

force and virtue in law.

Signed, sealed and delivered
in the presence of

FREDA C SMITH

JOHN PALMER SMITH (SEAL)
John Palmer Smith

NEW AMSTERDAM CASUALTY COMPANY

As to Surety:

M. S. KRAUS
M. S. Kraus

By R. H. Nichols
R. H. Nichols-Attorney-in-Fact

Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Additional Bond filed Nov. 25, 1960

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit;

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S. P. No. 2, folio 55, a Bond Record Book for Queen Anne's County.

Clerk's
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 25th day of November in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed Dec. 20, 1960

ORDER NISI ON SALE

Elsie R. Miliner Porter, et al.,
vs.
Edward A. Miliner, et al.

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4216

ORDERED, this 16th day of November, 1960, that the sale of the real property, made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, on or after the 17th day of December, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of December, 1960.

The report states the amount of sales to be \$22,000.00.

Filed Nov. 16, 1960
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 8, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Elsie R. Miliner Porter, et al vs Edward A. Miliner, et al a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 10th day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of November 1960, and the last insertion on the 8th day of December, 1960

THE QUEEN ANNE'S RECORD AND
OBSERVER COMPANY

By BETTY BISCOE

Filed Dec. 20, 1960

FINAL ORDER OF RATIFICATION

Filed Dec. 28, 1960

ELSIE R. MILINER PORTER, ET AL.,

VS.

EDWARD A. MILINER, ET AL.,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.

CHANCERY NO. 4216

FINAL ORDER OF RATIFICATION

ORDERED, this 28th day of December, 1960, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by John Palmer Smith, Trustee, and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this cause; and the Trustee is allowed the usual commissions and all expenses incident to the making of said sale, not personal, for which he shall produce vouchers therefor to the Auditor.

GEORGE B. RASIN, JR.
Judge

Filed Dec. 28, 1960

AUDIT

Filed Jan. 4, 1961

Elsie R. Miliner Porter, et al

vs.

Edward A. Miliner, at al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

No. 4216

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated pursuant to the order of this Court of December 28, 1960.

2. That in the within account, John Palmer Smith, Trustee, duly appointed by order of this Court, dated August 22, 1960, is charged with the proceeds of sale, and thereafter allowed all expenses not personal in accordance with the order of this Court, for which proper vouchers and receipts have been produced. In addition thereto your auditor has charged said trustee with the costs of advertising the order nisi to this audit as well as the fee charged by your auditor for his services.

3. That in accordance with the directive set forth in the Court's decree of August 22, 1960, the income and expenses for the calendar years 1959 and 1960 were also audited.

4. In accordance with the Maryland Annotated Code of Maryland, your auditor has allowed for inheritance taxes due on the realty sold in this cause on the estate of John B. Miliner, deceased.

Respectfully submitted,

J THOMAS CLARK
Auditor

January 4, 1961

Filed Jan. 4, 1961

Cause No. 4216

The proceeds of the sale of real estate reported in this cause, in account with John Palmer Smith, Trustee, appointed by this Honorable Court to make the sale in these proceedings (and vendor of said land)

Cr.

1960
Nov 15 By gross proceeds of the sale of said land,
per report of said vendor, to wit:----- \$22,000.00

Dr.

To John Palmer Smith, trustee (and vendor), his
commissions for making said sale, per order
of court ----- \$1,250.00

To do., for an amount paid for court costs in
this cause, per receipt of Clerk exhibited,
to wit:

Costs of T. Sorden Pippin, Clerk-----	\$163.95	
Costs of Court Reporter (J. L. Ward, Jr.)----	49.50	
Appearance fee of J. P. Smith, atty-----	10.00	
Appearance fee of C. C. CARTER, Atty-----	10.00	
Costs of following Sheriffs:		
1-of Baltimore City -----	3.35	
2-of Montgomery County -----	1.90	
2-of Worcester County -----	.95	
4-of Prince George's County -----	1.90	
5-of Howard County -----	11.25	
6-of Queen Anne's County -----	9.00	261.80
To do., for an amount due E. Clyde Walls, Register of Wills of Queen Anne's County, for two certified copies of Letters of Administration, per statement for same exhibited, to wit:-----		1.50
To do., for an amount paid Albert V. Stant Agency, for the premium on the corporate surety bond filed by said trustee in this cause, per re- ceipt for the same exhibited, to wit:-----		80.00
To do., for an amount due W.J. Barcus, Jr., auctioneer, for crying said sale, per statement for the same exhibited, to wit:-----		220.00
To do., for amount paid Queen Anne's Record- Observer, per receipts exhibited, to wit:		
1-Costs of publishing notice of sale-----	\$55.00	
2-Costs of publishing order nisi of sale--	12.00	67.00
To do., for an amount or costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Ob- server, the sum of -----		10.00
January 4, 1961		J THOMAS CLARK Auditor
To J. Thomas Clark, auditor, for stating this audit, the sum of -----		117.00
To balance to be carried forward for distribution, the sum of -----		19,992.70
	<u>\$22,000.00</u>	<u>\$22,000.00</u>
January 4, 1961		J THOMAS CLARK Auditor
Cr.		
By balance carried forward for distribution -----		\$19,992.70
Dr.		
To Elsie R. Miliner Porter, the owner of 7/8 of realty in fee simple, a 7/8 share of the same or the sum of -----	\$17,493.61	
To balance for distribution to heirs at law of John B. Miliner, deceased intestate, the sum of -----	2,499.09	
	<u>\$19,992.70</u>	<u>\$19,992.70</u>
January 4, 1961		J THOMAS CLARK Auditor
Cr.		
By balance for distribution to heirs at law of John B. Miliner, deceased -----		\$2,499.09
Dr.		
To amount due E. Clyde Walls, Register of Wills of Queen Anne's County in estate of John B. Miliner, deceased, for costs of inventory of real estate filed, per statement exhibited, to wit:-----	\$4.50	
To balance for distribution to said heirs at law after payment of above costs, the sum of -----	2,494.59	
	<u>\$2,499.09</u>	<u>\$2,499.09</u>

Cr.

By valance for distribution to said heirs at law ----- \$2,494.59

January 4, 1961

J THOMAS CLARK
Auditor

To Elsie R. Miliner Porter, surviving spouse of deceased, a $\frac{1}{2}$ of same -----	\$1247.29		
Less following:			
State of Maryland direct inheritance tax on $\frac{1}{2}$ of appraisal of same in sum of \$887.50 -----	\$8.88		
Interest on inheritance tax @ 6% for 2 years -----	1.07	9.95	\$1,237.34
To Rice R. Miliner, surviving brother of deceased, and assignee of other collateral heirs of deceased by virtue of deed dated March 24, 1959, from Edward A. Miliner, et. al., recorded among land records of Queen Anne's County in Liber TSP, #47, folio 26, $\frac{1}{2}$ of same -----	\$1247.30		
Less following:			
State of Maryland collateral inheritance tax on $\frac{1}{2}$ of appraisal of same in sum of \$887.50 -----	\$66.56		
Interest on inheritance tax @ 6% for 2 years -----	7.99	74.55	1,172.75
To E. Clyde Walls, REgister of Wills of Queen Anne's County and collector of State of MARYLAND Inheritance taxes, the total sums as itemized above for both direct and collateral taxes and interest on same, the sum of -----			84.50
			<u>\$2,494.59</u>
			<u>\$2,494.59</u>

January 4, 1961

J THOMAS CLARK
Auditor

Cause No. 4216

Income Account

Cr.

By net income carried forward from year 1959 for distribution -----	\$1,249.84
By net income carried forward from year 1960 for distribution -----	1,199.42
By total net income carried forward for distribution -----	<u>\$2,449.26</u>

Dr.

To Elsie R. Miliner Porter, a $\frac{15}{16}$ share of the same, which is composed of a $\frac{14}{16}$ share as owner and a $\frac{1}{16}$ share as surviving spouse of deceased, or the sum of -----	\$2,296.18	
To Rice R. Miliner, a $\frac{1}{16}$ share of same, which is composed of a $\frac{1}{7}$ of $\frac{1}{16}$ share as surviving brother of deceased, and $\frac{6}{7}$ of $\frac{1}{16}$ share as Assignee from other collateral heirs of deceased under deed dated March 24, 1959, and recorded among land records for Queen Anne's County in Liber TSP, #47, folio 26, or the sum of -----	153.08	\$2,449.26
		<u>\$2,449.26</u>

January 4, 1961

Auditor

RECAPITULATION OF DISBURSEMENTS TO OWNER, HEIRS AT LAW AND ASSIGNEE

To Elsie R. Miliner Porter:	
From realty, her share as owner	\$17,493.61
From realty, her share as heir	1,237.34
From income, her share as heir and owner	2,296.18
	<u>\$21,027.13</u>
To Rice R. Miliner:	
From realty, his share as heir and assigns	\$ 1,172.75
From income, his share as heir and assigns	153.08
	<u>\$ 1,325.83</u>

January 4, 1961

J THOMAS CLARK
Auditor

Cause No. 4216

An accounting of income received by Elsie R. Miliner Porter, tenant on the realty sold in these proceedings, for the calendar year 1950 and 1960, for guidance of said trustee of this cause in making distribution of funds in this cause per decree of this Court of August 22, 1960.

1959

Dr.	
By sale of beans -----	\$1,504.03
By sale of corn -----	647.92
By total proceeds from sale of crops for year 1959 -----	<u>\$2,151.95</u>

Dr.

Less following expenses, to wit:		
Insurance	\$36.46	
Taxes	98.35	
Seed Corn	59.25	
Seed Beans	63.00	
Isatox for corn	3.45	
Inoc for beans	2.40	
Picking 17 acres corn	110.50	
Combing 20 acres beans	100.00	
Fertilizer for corn	179.70	
Fertilizer for beans	156.00	
Labor	<u>93.00</u>	\$902.11
To balance to be carried forward for distribution to heirs at law of John B. Miliner, deceased		1249.84
		<u>\$2151.95</u>
		<u>\$2,151.95</u>

1960

Cr.	
By sale of corn -----	\$1201.14
By sale of beans -----	1153.10
By total proceeds from sale of crops for year 1960 -----	<u>\$2354.24</u>

Dr.

Less following expenses, to wit:		
Insurance	\$36.46	
Gas for farm	126.58	
Seed corn	59.25	
Fertilizer for corn	180.00	
Seed beans	51.00	
Fertilizer for beans	156.60	
Picking corn	130.50	
Hawling corn	74.20	
Combining beans	85.00	
Hawling beans	76.36	
Labor	55.00	
Taxes	<u>123.87</u>	\$1154.82
To balance to be carried forward for distribution to heirs at law of John B. Miliner, deceased		1199.42
		<u>\$2354.24</u>
		<u>\$2354.24</u>

January 4, 1961

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT

Filed Jan. 4, 1961

NISI RATIFICATION OF AUDIT

Elsie R. Miliner Porter, et al.,	)	In the Circuit Court
vs.	(	for Queen Anne's County
Edward A. Miliner, et al.	)	In Equity
vs.	)	Cause No. <u>4216</u>

ORDERED, this 4th. day of January, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th. day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 20th. day of January, 1961.

Filed January 4, 1961

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION OR
NISI RATIFICATION OF AUDIT

Filed Feb. 1, 1961

NISI RATIFICATION OF AUDIT

Elsie R. Miliner Porter, et al.

vs.

Edward A. Miliner, et al.

In the Circuit Court
For Queen Anne's County
In Equity

Cause No. 4216

ORDERED, this 4th day of January, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 20th day of January, 1961.

Filed: January 4, 1961.
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN,, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Jan. 31, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Audit Nisi in the case/estate of Elsie R. Miliner Porter a true copy of which is annexed hereto, was published in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week before the 20th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of January 1961 and the last insertion on the 19th day of January, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 1, 1961

FINAL RATIFICATION OF AUDIT

Filed March 15, 1961

ELSIE R. MILINER PORTER, ET AL.,

VS.

EDWARD A. MILINER, ET AL.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY.

IN EQUITY.

CHANCERY NO. 4216

FINAL ORDER OF RATIFICATION ON AUDITOR'S ACCOUNT.

ORDERED this 15th day of March, 1961, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing report and account of the Auditor be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received.

GEORGE B. RASIN, JR.
Judge.

Filed Mar. 15, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-Ninth day of November in the year nineteen hundred and fifty-one, the following BILL OF COMPLAINT was filed for record, to wit:-

WILLIAM HERBERT KNOTTS, :
 Templeville, Queen Anne's County, Md.; :
 EFFIE D. KNOTTS, Templeville, Queen :
 Anne's Co8nty, Md.; HARRY DAILEY KNOTTS, : IN THE
 Templeville, Queen Anne's County, Md.; :
 and HARRY DAILEY KNOTTS, Templeville, :
 Queen Anne's County, Md., Executor :
 under the Last Will and Testament of :
 John W. Davis, deceased : CIRCUIT COURT

vs. :

FOR

HERBERT DAVIS, Widower, 5 W. Broad St., :
 Millville, New Jersey; MAY DAVIS, Widow, :
 Kenton, Delaware; AUDREY DAVIS URIAN, :
 Claymont Gardens Apartment, Claymont, :
 Delaware; JAMES URIAN, her husband, : QUEEN ANNE'S CO.
 Claymont Gardens Apartment, Claymont, :
 Delaware; ANNA WENDELL ROBERTS, Claymont :
 Gardens, 1300-4B, Claymont, Delaware; :
 ALBERT ROBERTS, her husband, Claymont :
 Gardens, 1300-4B, Claymont, Delaware; :
 DAISY DAVIS, Widow, Clayton Delaware; : IN EQUITY
 BEULAH BADER, Widow, 2713 Broom St., :
 N. E., Wilmington, Delaware; MARIE :
 STEPHENSON, 1007 Marion Avenue, Beele- :
 fants, Delaware, (summer address- :
 10 Washington Avenue, Lewes Beach, Lewes, :
 Delaware); RALPH STEPHENSON, her husband, :
 1007 Marion Avenue, Belefants, Delaware, :
 (summer address - 10 Washington Avenue, :
 Lewes Beach, Lewes, Delaware); ERNESTINE :
 ROBINSON, 611 Savannah Road, Lewes, Delaware; :
 FRANK ROBINSON, her husband, 611 Savannah :
 Road, Lewes, Delaware; ELLA DAVIS PIPPIN, :
 Templeville, Md.; TITUS IRONS PIPPIN, her :
 husband, Templeville, Md.; DAISY C. HAINES; :
 Templeville, Md.; and BLOSSON COOPER, :
 Templeville, Md. :

: : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of William Herbert Knotts, Effie D. Knotts, Harry D. Knotts, Executor under the Last Will and Testament of John W. Davis, deceased, respectfully shows unto your Honors:

1. That John W. Davis, late of Queen Anne's County, Maryland, departed this life on the 18th. day of June, 1951, leaving a Last Will and Testament dated the 28th. day of September, 1949, a certified copy of which is filed herewith marked "Complaintants' Exhibit No. 1" and prayed to be taken as part hereof.

2. That during his lifetome the said John W. Davis conducted a general merchandise store in Templeville, Queen Anne's County, Maryland; as a co-partner with his sister, Effie D. Knotts and his brother-in-law, William Herbert Knotts.

3. That on the 6th. day of May, 1947, the said William Herbert Knotts, Effie D. Knotts and the late John W. Davis sold the said general merchandise store to Harry Dailey Knotts, who gave to them a confessed judgement note in the sum of \$6,900.00 as the purchase price of said store business. That there is still due a balance on the said confessed judgement note of \$3,365.00. The said note being made payable to Knotts & Davis. Except for the said confessed judgment note, the transaction was entirely oral. That after the said general merchandise store was sold to Harry Dailey Knotts, the said William Herbert Knotts, Effie D. Knotts and the late John W. Davis took no further part in the store business, thereafter a partnership between William Herbert Knotts, Effie D. Knotts and the late John W. Davis continued as to certain real estate located in Queen Anne's and Caroline Counties, until the time of the death of the said John W. Davis.

That the Land Records of Queen Anne's and Caroline Counties disclosed the following:

(a) A deed dated the 5th. day of June, 1935 from J. FRANK Lane and Margaret H. Lane, his wife, to John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W. H. C. No. 1-A, Folio 383.

(b) A deed dated the 3rd. day of November, 1926 from James H. Honey and Annie E. Honey, his wife, to Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 6, Folio 441.

(c) A deed dated the 29th. day of June 1939 from Joshua Frank Raughley and Elizabeth Bell Raughley, his wife, to Effie D. Knotts and John W. Davis, Trading as partners under the name of Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 1, Folio 360.

(d) A deed dated the 4th. day of January 1937 from John W. Holden, Sr. and Clare E. Holden, his wife, to William H. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 4-A, Folio 197.

(e) A deed dated the 6th. day of October 1923 from Catherine O. Knotts, widow, to E. D. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, Folio 323.

(f) A deed dated the 16th. day of February, 1921 from Joseph S. Moore and S. Kate Moore, his wife, to Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 6, Folio 381.

(g) A deed dated the 10th. day of January, 1910 from Benjamin F. Starkey and Lucy J. Starkey, his wife, to Effie Davis Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber S.S. 7, Folio 329.

(h) A deed dated the 9th. day of June 1923 from Truman P. Richard and Katie Richard, his wife, to Knotts & Davis, and recorded among the Land Records of Caroline County in Liber G.A.D. No. 85, Folio 371.

(i) A deed dated the 6th. day of October, 1923 from Gurney Knotts and Hattie Knotts, his wife, to E. D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, Folio 324.

(j) A deed dated the 15th. day of August, 1934 from Peter Aiken and Mary Alice Aiken, his wife, to Effie D. Knotts and John W. Davis, trading as Knotts & Davis and recorded among the Land Records of Caroline County in Liber T.O.H. No. 94, Folio 428.

(k) A deed dated the 2nd. day of July, 1940 from J. William Keith, late treasurer of Queen Anne's County to John W. Davis and William H. Knotts and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 3, Folio 135.

(l) A deed dated the 11th. day of March, 1912 from W. T. Roberts and Martha L. Roberts, his wife, to E. D. Knotts and J. W. Davis, trading as Knotts and Davis and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 1, Folio 578.

(m) A deed dated the 12th. day of December, 1939 from Mary M. Hay, Widow, to William H. Knotts and John W. Davis, co-partners trading as Knotts & Davis and recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 2, Folio 208.

(n) A deed dated the 17th. day of August, 1918 from Charles L. Joslin, Anor G. Joslin and Lina B. Joslin to Effie D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 1, Folio 210.

That the original deeds are filed herewith marked, "Complainants' Exhibits Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and prayed to be taken as part hereof.

(o) A deed dated the 6th. day of October, 1923 from Gurney Knotts and Hattie Knotts to E. D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, Folio 323.

That a certified copy is filed herewith marked, "Complainants' Exhibit No. 16" and prayed to be taken as part hereof.

4. That in addition to the properties listed in Paragraph 3 of this Bill of Complaint, the said John W. Davis left a check account in the Denton National Bank of Maryland, in the names of William Herbert Knotts and Mrs. Effie D. Knotts or John W. Davis, joint account, subject to the check of either, the balance at the death of either to belong to the survivor. That the balance in said account at the time of the death of John W. Davis was \$22,324.88. That the said John W. Davis also left three savings accounts in the same names at the same bank in the respective amounts of \$3,605.92, \$1,961.66 and \$3,091.12.

5. That at the time of his death, the said John W. Davis left surviving him Effie D. Knotts, a sister, William Herbert Knotts, her husband, Herbert Davis, a widower, his brother, May Davis, the widow of Gilbert Davis, a deceased brother of John W. Davis, Audrey Davis Urian, a daughter of Gilbert Davis, the deceased brother, James Urian, her husband, Anne Wendell Roberts, a daughter of Gilbert Davis, the deceased brother, Albert Roberts, her husband, Daisy Davis, the widow of Ernest Davis, a deceased brother of John W. Davis, Beulah Bader, a widow, daughter of Ernest Davis, the deceased brother, Marie Stephenson, a daughter of Ernest Davis, a deceased brother, Ralph Stephenson, her husband, Ernestine Robinson, a daughter of Ernest Davis, the deceased brother, Frank Robinson, her husband, Ella Davis Pippin, a sister of John W. Davis, deceased, and Titus Irons Pippin, her husband.

6. That under the terms of the Last Will and Testament of the Late John W. Davis, a certified copy of which is filed herewith as Complainants' Exhibit No. 1, after giving certain chattels to Daisy C. Haines and Blossom Cooper and the sum of \$400.00 each to the said Daisy C. Haines and Blossom Cooper, all the rest, residue and remainder of the property of the late John W. Davis, real, personal and mixed was devised and bequeathed unto Effie D. Knotts and William H. Knotts, her husband, in fee simple as tenants by the entirety. That Harry D. Knotts is named as the executor of the said Last Will and Testament of John W. Davis.

7. That Harry D. Knotts, named as executor under this Last Will and Testament of John W. Davis, duly qualified as executor and letters testamentary were granted to him on the 26th. day of June, 1951 by the Orphan's Court of Queen Anne's County.

8. That Herbert Davis, Widower, brother of the decedent; May Davis, Widow of Gilbert Davis, deceased brother of the decedent; Audrey Davis Urian, daughter of Gilbert Davis, deceased brother of the decedent; James Urian, her husband; Anne Wendell Roberts, daughter of Gilbert Davis, deceased brother of the decedent; Albert Roberts, her husband; Daisy Davis, Widow of Ernest Davis, deceased brother of the decedent; Beulah Bader, a widow, daughter of Ernest Davis, deceased brother of the decedent; Ralph Stephenson, her husband; Ernestine Robinson, daughter of Ernest Davis, deceased brother of the decedent; Frank Robinson, her husband; Ella Davis Pippin, a sister of the decedent, Titus Irons Pippin, her husband; Effie D. Knotts, sister of the decedent; William Herbert Knotts, her husband; Harry D. Knotts, the executor under the last Will and Testament of the decedent,

Blossom Cooper and Daisy Haines constituting all the heirs at law of the decedent, devisees under will, widows of deceased brothers of the decedent, spouses of heirs at law of the decedent, and the executor named in the Will of the decedent have stipulated as follows:

That the Will of John W. Davis dated the 28th. day of September, 1949, filed in these proceedings is his last Will and Testament and has been duly signed and witnessed in accordance with the law, the witnesses having signed in the presence of the Testator, the said witnesses having full capacity to be such witnesses; that it was made by the Testator with full knowledge of its contents; that the Testator, at the time of the execution of the same, had the full mental capacity to execute a valid deed or contract; that the testator, at the time of the execution of the same, had full knowledge of the persons who would be entitled to share in his estate in intestacy; that the said Will was executed freely by the Testator without the exercise of any fraud or undue influence upon him by any person or persons; that the Testator was over twenty-one years of age at the time of the execution of said Will and that said Will had not been revoked in any manner by the said Testator or in any other manner prior to his death.

That said Stipulation has been filed in the Orphans' Court of Queen Anne's County, in the matter of the estate of John W. Davis, deceased; That a certified copy of said Stipulation is filed herewith marked "Complainants' Exhibit No. 17" and is prayed to be taken as part hereof.

9. That it is the contention of the said William H. Knotts and Effie D. Knotts, his wife, that all the real estate mentioned in this Bill of Complaint belonged to them at the time of the death of John W. Davis, and to the decedent as partners, and that this also applied to the promissory note derived from the sale of the general merchandise store to Harry D. Knotts. That it is also their contention that under the Will of the late John W. Davis, all the right, title and interest of John W. Davis in the said real estate, as well as the right to collect said promissory note passed to them by virtue of the rest and residue clause of the will giving them a free simple interest in each of the properties named.

That because of the questions presented by the partnership relation between the decedent, John W. Davis and William H. Knotts and Effie D. Knotts, it is necessary that this Honorable Court, pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement, by its proper order or orders award such declaratory relief as may be necessary in the premises to the effect the contentions of the said William H. Knotts and Effie D. Knotts, his wife.

TO THE END THEREFORE:

1. That pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement, this Honorable Court may, by its proper order or orders, award such declaratory relief as may be necessary in the premises to declare that William H. Knotts and Effie D. Knotts, his wife, at the time of the death of John W. Davis, were partners with him in the real estate mentioned in this Bill of Complaint, and this also applies to the promissory note derived from the sale of the general merchandise store.

2. That the Order of Publication may issue directed to each of the defendants named in this Bill of Complaint who are non-residents of the State of Maryland.

3. And for such other and further relief as the circumstances of this case may require.

AND AS IN DUTY BOUND, ET.

WILLIAM HERBERT KNOTTS
William Herbert Knotts

TURNER & TURNER
Turner & Turner
Centreville, Maryland

EFFIE D KNOTTS
Effie D. Knotts

HARRY D. KNOTTS
Harry D. Knotts, Executor under
the Last Will and Testament of
John W. Davis, deceased

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 16th day of Nov 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared William Herbert Knotts, Effie D. Knotts, & Harry D. Knotts, Executor under the Last Will and Testament of John W. Davis, deceased, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

KATIE E. STAFFORD
Notary Public

Filed Nov. 1951

NOTARY
PUBLIC
SEAL.

COMPLAINANTS EXHIBIT #1

Filed Nov. 29, 1951

I, John W. Davis, of Queen Anne's County, State of Maryland, being of sound and disposing mind; memory and understanding hereby make, declare and publish this as and for my Last Will and Testament, in the name of God, Amen.

After the payment of my just debts, funeral expenses, a suitable monument to my memory at my grave, and the costs of administering my estate, I hereby give, devise and bequeath my estate and property as follows:

Item 1: I hereby give and bequeath to Daisy C. Haines and Blossom Cooper, share and share alike, the following items of personal property, or such of them as I may own at the time of my death: my piano, radio and table, victrola, flower urn, three night stands, 1 rocker, studio couch, oil heater, 1947 Perfection oil stove, cook stove, 2 occasional chairs, 6 tablecloths and napkins, 5 pictures, 1 bench, 1 desk and books (Knee-hole), 1 type stand, 3 wool blankets, 4 cotton blankets, 4 diplomas, 5 Pegasus, large mirror, 1 simmons mattress, 1 beauty-rest mattress, 2 bed springs, 2 beds, 1 feather bed, 4 pillows, 6 chairs, 1936 Automobile, 1 electric iron, 1 electric sweeper, 1 electric waffle iron, 4 crex rugs, 1 woolen rug and pad, 1 round table, 1 end table, set of dishes, sewing machine, dish cabinet and dishes, glider, small book case and books, hall wrack, refrigerator, kitchen cabinet, 4 trunks, 1 cedar chest, kitchen stool, 2 floor lamps, 2 wood stoves, and electric toaster.

Item 2: I also give and bequeath unto the said Daisy C. Haines and Blossom Cooper the sum of Four hundred dollars (\$400.00) each.

Item 3: All of the rest residue and remainder of my property, real, personal and mixed, and wheresoever located, I hereby give, bequeath and devise unto Effie D. Knotts and William Herbert Knotts, her husband, in fee simple, as tenants by the entirety.

I hereby revoke all former wills and codicils heretofore by me made.

I hereby constitute and appoint Harry D. Knotts to be the executor of this my Last Will and Testament.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 28th day of February, 1949,

JOHN W. DAVIS (SEAL)
John W. Davis

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, JOHN W. DAVIS, as and for his Last Will and Testament, in the presence of us, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Guerney Knotts
Witness

J. Medford Starkey
Witness

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 20th day of June A.D., 1951 came Joseph M. George, Custodian of the within and foregoing instrument of writing, purporting to be the last Will and Testament of John W. Davis, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from Harry D. Knotts on or about the 10th day of June A.D., 1951.

Sworn before

Edward E. Coursey
Register of Wills of Queen Anne's
County, Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit;

On the 26th day of June 1951, came Guerney Knotts and J. Medford Starkey of Templeville, Maryland, the two subscribing witnesses to the foregoing last Will and Testament of John W. Davis, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of their apprehensions, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

Edward E. Coursey
Register of Wills of Queen Anne's
County, Md.

STATE OF MARYLAND,
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of JOHN W. DAVIS, late of Queen Anne's County, deceased, having been exhibited for

probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 26th day of June, A.D., 1951, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JOHN W. DAVIS, deceased.

Edgar L. Lane

Richard B. C. Davidson

William E. Coleman
Judges of the Orphans' Court
for Queen Anne's County.

FORM NO. 2

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament and Proof thereto of JOHN W. DAVIS, late of Queen Anne's County, deceased, as filed and passed in this office on June 26, 1951 and recorded in Liber E.E.C. No. 1 Folio 102 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name
and affix the seal of my office this 19th day of
November 1951.

Seal's

Place

EDWARD E. COURSEY
Register of Wills for Queen Anne's
County, Maryland

COMPLAINANTS EXHIBIT NO. 4

Nov. 29, 1951

One-One Dollar; One Fifty Cent
Recordation Tax Stamps.
Endorsed K & D 7/8/39

One-One Dollar; One Fifty Cent
Documentary Stamps. Endorsed
K & D 6/29/39

This Deed, made this 29th day of June in the year nineteen hundred and thirty nine between Joshua Frank Raughley and Elizabeth Bell Raughley, his wife, of New Castle County in the State of Delaware, parties of the first part and Effa D. Knotts and John W. Davis, co-partners trading as Knotts and Davis, of Queen Anne's County in the State of Maryland, parties of the second part,

WITNESSETH:- that the said parties of the first part, for and in consideration of the sum of one dollar and of divers other good and valuable considerations them thereunto moving from the parties of the second part, the receipts of which are hereby acknowledged, do hereby grant and convey unto the said parties of the second part, Effa D. Knotts and John W. Davis, their heirs and assigns forever as tenants of the partnership now existing between them under the name of Knotts and Davis, all that lot of land now called or known as "The J. Frank Raughley Property" and formerly called or known as "The William H. Starkey Property" situate, lying and being in the Village of Templeville in the First Election District of Queen Anne's County in the State of Maryland on the left side of the public road which runs from Village of Barclay in said District to Hartley in the State of Delaware, adjoining the land of Mrs. Daniel Cole and also the other land of the said parties of the second part and containing five acres of land, more or less.

Being the same land conveyed to the parties of the first part by Samuel C. Faulkner et al. by a deed bearing date May 17, 1924 and recorded in Liber B.H.T. No. 2, a land record book of Queen Anne's County aforesaid, on folio 13.

Together with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described with the appurtenances thereof unto the said parties of the second part as tenants in said partnership and as and for partnership property.

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

IN TESTIMONY WHEREOF the parties of the first part have hereunto affixed their names and seals the day and year first herein written.

Test:

KATIE E. STAFFORD
Katie E. Stafford

JOSHUA FRANK RAUGHLEY (SEAL).
Joshua Frank Raughley.

ELIZABETH BELL RAUGHLEY (SEAL).
Elizabeth Bell Raughley.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this First day of July in the year nineteen hundred and thirty nine before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Joshua Frank Raughley and Elizabeth Bell Raughley, his wife and each did acknowledge the foregoing Deed to be their respective act.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal Notarial day and year above written.

Notary
Public
Seal.

KATIE E. STAFFORD. N.P.
Katie E Stafford.
Notary Public.

Com. expires May 5, 1941

PLAINTIFF'S EXHIBIT NO. 2

Filed Nov. 29, 1951

THIS DEED, made this 5th day of June, in the year nineteen hundred and thirty-five, by J. Frank Lane and Margaret H. Lane, his wife, of Caroline County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Six Hundred Dollars, the receipt of which is hereby acknowledged, the said J. Frank Lane and Margaret H. Lane, his wife, do hereby grant and convey unto William H. Knotts and John W. Davis of Queen Anne County, State of Maryland, their heirs and assigns in fee simple, the following described real estate, to wit:

PARCEL NO. 1. All that certain lot, piece or parcel of land situate, lying and being in the village of Templeville, in the First Election District of Queen Anne's County, Maryland, adjoining the property of William Poor on the East and Lucy J. Temple and Lizzie Temple on the West. Beginning on the public road running through the village of the Delaware line fifty-three and one-half feet West of the division line between Ann M. Temple and Lucy J. and Lizzie Temple, and running North with the line of Lucy J. and Lizzie Temple one hundred ninety-three feet to a stone on point in the line of J. V. Knotts, fifty-six feet West of the Northwest corner of Ann M. Temple's lot; thence with the line of J. V. Knotts sixty-eight feet to the corner of William Poor's lot; thence South with the line of William Poor one hundred ninety-two feet to the public road; thence with said road sixty-one and one-half feet to the place of beginning.

PARCEL NO. 2. All that piece of parcel of land situate, lying and being in the First Election District of Queen Anne's County, Maryland near the village of Templeville, and described as follows:-

Beginning at the corner of the lands of Mrs. Alice Glanding at the public road running North eighty-three degrees East ten and nine-tenths perches to a corner between the lands formerly belonging to James A. Lane and Harry S. Dailey; thence North ninety degrees thirty minutes East forty-nine and five-one hundredths perches; thence West twenty degrees South fifty perches three and one-half links, to the place of beginning, containing FIVE (5) Acres of land, more or less.

The two above described parcels of land being the same property which was conveyed unto the said J. Frank Lane and Margaret H. Lane, his wife, by deed from J. Ellwood Raughley, single man, dated April 8, 1933 and recorded in Liber B.H.T. No. 17, Fol. 61 a land record book for Queen Anne County, to which said deed and the reference therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages, improvements and appurtenances thereto belonging or in anywise appertaining.

AND the said J. Frank Lane and Margaret H. Lane, his wife, do covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

Witness the hands and seals of the said grantors.

TEST:

W. CLARK QUILLEN

J FRANK LANE (SEAL)

MARGARET H. LANE (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of June, in the year Nineteen Hundred and Thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, duly commissioner and qualified, personally appeared J. Frank Lane and Margaret H. Lane, his wife, and each acknowledged the foregoing deed to be their respective act and deed.

Witness my hand and Notarial seal the day and year above written.

Notary
Public
Seal
One-One Dollar Documentary
Stamp. Endorsed W.H.K.: J.W.D.
6/15/35

W CLARK QUILLEN
Notary Public.

COMPLAINANT EXHIBIT NO. 17

Filed Nov. 29, 1951

IN THE MATTER OF
THE ESTATE OF
JOHN W. DAVIS, DECEASED

:

IN THE ORPHANS' COURT
OF
QUEEN ANNE'S COUNTY

:

: : : : :

STIPULATION

Herbert Davis, Widower, brother of the decedent; May Davis, Widow of Gilbert Davis, deceased brother of the decedent; Audrey Davis Urian, daughter of Gilbert Davis, deceased brother of the decedent; James Urian, her husband; Anne Wendell Roberts, daughter of Gilbert Davis, deceased brother of the decedent; Albert Roberts, her husband; Daisy Davis, Widow of Ernest Davis, deceased brother of the decedent; Beulah Bader, a widow, daughter of Ernest Davis, deceased brother of the decedent; Marie Stephenson, daughter of Ernest Davis, deceased brother of the decedent; Ralph Stephenson, her husband; Ernestine Robinson, daughter of Ernest Davis, deceased brother of the decedent; Frank Robinson, her husband; Ella Davis Pippin, a sister of the decedent; Titus Irons Pippin, her husband; Effie D. Knotts, sister of the decedent; William Herbert Knotts, her husband; Harry D. Knotts, the executor under the last will and testament of the decedent; Daisy C. Haines and Blossom Cooper, constituting all the heirs at law of the decedent, widows of deceased brothers of the decedent, spouses of heirs at law of the decedent, the executor named in the Will of the decedent all the devisees and legatees named in the Will of the decedent hereby stipulate as follows:

That the Will of John W. Davis dated the 28th day of September, 1949, filed in these proceedings is his last Will and Testament and has been duly signed and witnessed in accordance with the law, the witnesses having signed in the presence of the Testator, the said witnesses having full capacity to be such witnesses; that it was made by the Testator with full knowledge of its contents; that the Testator, at the time of the execution of the same, had the full mental capacity to execute a valid deed or contract; that the testator, at the time of the execution of the same, had full knowledge of the persons who would be entitled to share in his estate in intestacy; that the said Will was executed freely by the Testator without the exercise of any fraud or undue influence upon him by any person or persons; that the Testator was over twenty-one years of age at the time of the execution of said Will and that said Will had not been revoked in any manner by the said Testator or in any other manner prior to his death.

HERBERT DAVIS

Herbert Davis

MAY DAVIS

May Davis

Audrey Davis Urian

Audrey Davis Urian

James A. Urian

James A. Urian

Anne Wendell Roberts

Anne Wendell Roberts

D. Aldon Roberts

D. Aldon Roberts

Daisy Davis

Daisy Davis

Beulah Bader

Beulah Bader

Marie D. Stephenson

Marie Stephenson

Ralph K. Stephenson

Ralph Stephenson

Ernestine D. Robinson

Ernestine Robinson

J. Frank Robinson

Frank Robinson

Ella Davis Pippin

Ella Davis Pippin

Titus Irons Pippin

Titus Irons Pippin

Effie D. Knotts

Effie D. Knotts

William Herbert Knotts

William Herbert Knotts

Harry D. Knotts

Harry D. Knotts

Daisy C. Haynes

Daisy C. Haines

Blossom Cooper

Blossom Cooper

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of STIPULATION in re: Matter of the Estate of JOHN W. DAVIS, late of Queen Anne's County, deceased, as filed in this office on November 28, 1951 and recorded in Liber E.E.C. No. 2 Folio in Record Book of Petitions and Orders in the Orphans' Court for Queen Anne's County, Maryland.

Seal's

Place

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 28th day of November 1951.

EDWARD E. COURSEY
Register of Wills for Queen Anne's
County, Maryland

ORDER OF PUBLICATION

Filed Nov. 29, 1951

WILLIAM HERBERT KNOTTS, : IN THE
Templeville, Queen Anne's County, Md; :
EFFIE D. KNOTTS, Templeville, Queen :
Anne's County, Md.; HARRY DAILEY KNOTTS, : CIRCUIT COURT
Templeville, Queen Anne's County, M.; :
and HARRY DAILEY KNOTTS, Templeville, :
Queen Anne's County, Md., Executor : FOR
under the Last Will and Testament of :
John W. Davis, deceased :
: QUEEN ANNE'S CO.

vs. :

HERBERT DAVIS, Widower, 5 W. Broad St., : IN EQUITY
Millville, New Jersey; MAY DAVIS, Widow, :
Kenton, Delaware; AUDREY DAVIS URIAN :
Claymont Gardens Apartment, Claymont, :
Delaware; JAMES URIAN, her husband, :
Claymont Gardens Apartment, Claymont, :
Delaware; ANNA WENDELL ROBERTS, Claymont :
Gardens, 1300-4B, Claymont, Delaware; :
ALBERT ROBERTS, her husband, Claymont :
Gardens, 1300-4B, Claymont, Delaware; :
DAISY DAVIS, Widow, Clayton, Delaware; :
BEULAH BADER, Widow, 2713 Broom St. :
N.E., Wilmington, Delaware; MARIE :
STEPHENSON, 1007 Marion Avenue, Belle- :
fants, Delaware, (summer address- :
10 Washington Avenue, Lewes Beach, :
Lewes, Delaware); RALPH STEPHENSON, her husband, :
1007 Marion Avenue, Bellefants, Delaware, :
(summer Address - 10 Washington Avenue, :
Lewes Beach, Lewes, Delaware); ERNESTINE :
ROBINSON, 611 Savannah Road, Lewes, Delaware; :
FRANK ROBINSON, her husband, 611 Savannah :
Road, Lewes, Delaware; ELLA DAVIS PIPPIN, :
Templeville, Md.; TITUS IRONS PIPPIN, her :
husband, Templeville, Md.; DAISY C. HAINES, :
Templeville, Md.; and BLOSSOM COOPER, :
Templeville, Md. :
: : : : : :
: : : : : :

ORDER OF PUBLICATION

The object of this suit is to have the Circuit Court of Queen Anne's County pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement, award such declaratory relief as may be necessary in the premises to declare that William Herbert Knotts and Effie D. Knotts, his wife, at the time of the death of the late John W. Davis, were partners with him in the real estate mentioned in the Bill of Complaint and also in the promissory note derived from the sale of the general merchandise store mentioned in the Bill of Complaint.

The Bill of Complaint states that John W. Davis, late of Queen Anne's County, Maryland, departed this life on the 18th. day of June, 1951, leaving a last Will and Testament; that during his lifetime the said John W. Davis conducted a general merchandise store in Templeville, Queen Anne's County, Maryland, as a copartner with his sister, Effie D. Knotts and his brother-in-law, William H. Knotts; that on the 6th. day of May, 1947, the said William Herbert Knotts and the late John W. Davis sold the general merchandise store to Harry Dailey Knotts, who gave them a confessed judgment note for the purchase price on which there is still a balance outstanding of \$3,365.00; that except for said confessed judgment note, the transaction was entirely oral; that after the said general merchandise business was sold to Harry Dailey Knotts, the said William Herbert Knotts, Effie D. Knotts and the late John W. Davis took no further part in the store business, but thereafter a partnership between William Herbert Knotts, Effie D. Knotts and the late John W. Davis continued as to certain real estate located in Queen Anne's County and Caroline County until the death of the said John W. Davis; that said real estate is fully described in Exhibits Nos. 2 through 16 inclusive filed with the Bill of Complaint; that in addition to the properties described in the exhibits filed with the Bill of Complaint, the said John W. Davis left a check account in the Denton National Bank of Maryland in the names of William Herbert Knotts and Mrs. Effie D. Knotts or John W. Davis, joint account, subject to the check of either, the balance at the death of either to belong to the survivor;

that the balance in said account at the time of death of John W. Davis was \$22,324.88; that the said John W. Davis also left three savings accounts in the same names, at the same bank, in the respective amounts of \$3,605.92, \$1,961.66 and \$3,091.12; that at the time of the death of the said John W. Davis, he left surviving him Effie D. Knotts, a sister, William Herbert Knotts, her husband, Herbert Davis, a widower, his brother, May Davis, the widow of Gilbert Davis, a deceased brother of John W. Davis, Audrey Davis Urian, a daughter of Gilbert Davis, the deceased brother, James Urian, her husband, Anne Wendell Roberts, a daughter of Gilbert Davis, the deceased brother, Albert Roberts, her husband, Daisy Davis, the widow of Ernest Davis, a deceased brother of John W. Davis, Beulah Bader, a widow, daughter of Ernest Davis, the deceased brother, Marie Stephenson, a daughter of Ernest Davis, a deceased brother, Ralph Stephenson, her husband, Ernestine Robinson, a daughter of Ernest Davis, the deceased brother, Frank Robinson, her husband, Ella Davis Pippin, a sister of John W. Davis, deceased, and Titus Irons Pippin, her husband; that under the terms of the last Will and Testament of the late John W. Davis, after giving certain chattels to Daisy C. Haines and Blossom Cooper, and the sum of \$400.00 each to said Daisy C. Haines and Blossom Cooper all the rest, residue and remainder of the property of the late John W. Davis, real, personal and mixed was devised and bequeathed unto Effie D. Knotts and William Herbert Knotts, her husband, in fee simple as tenants by the entirety; that Harry Dailey Knotts is named as executor of the said Last Will and Testament of the late John W. Davis, and has duly qualified as such executor.

That all the heirs at law of John W. Davis, deceased, devisees under his will, widows of deceased brothers of the decedent, spouses of heirs at law of the decedent and the executor named in the Will have stipulated that the Last Will and Testament of John W. Davis, which is dated the 28th. day of September, 1949, was signed and witnessed in accordance with law; that the witnesses signed in the presence of the Testator; that the witnesses had full capacity to act as witnesses; that the will was made by the Testator with full knowledge of its contents; that the Testator, at the time of the execution of his Will, had full mental capacity to exercise a valid deed or contract; that the Testator, at the time of the execution of the Will had full knowledge of the persons entitled to share in his estate in intestacy; that the Will was executed freely by the Testator without fraud or undue influence; that the Testator was over twenty-one years of age at the time of the execution of said Will, and that the said Will had not been revoked by the Testator.

It is thereupon by the Circuit Court for Queen Anne's County, Sitting in Equity, ORDERED, this 29th day of November 1951, that the Complainants, William Herbert Knotts, Effie D. Knotts, Harry Dailey Knotts and Harry Dailey Knotts, Executor under the Last Will and Testament of John W. Davis, deceased, by causing a copy of this Order to be inserted in some newspaper, published in Queen Anne's County, once in each of four successive weeks before the 5th day of January, 1952, give notice to said non-resident devendants, Herbert Davis, May Davis, Audrey Davis Urian, James Urian, her husband, Anna Wendell Roberts, Albert Roberts, her husband, Daisy Davis, Beulah Bader, Marie Stephenson, Ralph Stephenson, her husband, Ernestine Robinson and Frank Robinson, her husband, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by solicitor, on or before the 21st day of January, 1952, to show cause, if any they may have, why a decree ought not to be passed as prayed.

Filed Nov. 29, 1951

T. SORDEN PIPPIN, Clerk

SUBPOENA FOR RESPONDENT TO ANSWER

Filed Dec. 3, 1951

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

SEAL'S
PLACE

QUEEN ANNE'S COUNTY, TO WIT:

TO

Ella Davis Pippin and Titus Irons Pippin, her husband,
Templeville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William Herbert Knotts, Templeville, Queen Anne's County, Md., Effie D. Knotts, Templeville, Queen Anne's County, Md., Harry Dailey Knotts, Templeville, Queen Anne's County, Md.; and Harry Dailey Knotts, Templeville, Queen Anne's County, Md., Executor under the last Will and Testament of John W. Davis, deceased against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of November, 1951.

Issued the 29th. day of November, 1951.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Turner & Turner

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit;

Ella Davis Pippin and Titus Irons Pippin summoned by reading subpoena to them and leaving a copy of subpoena and bill of complaint with them this 1st. day of December, 1951.

FRANK Y WHITELEY
Sheriff
Sheriff

SUBPOENA FOR RESPONDENT TO ANSWER
Filed Dec. 3, 1951
(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

SEAL'S
PLACE

TO Daisy C. Haines
Templeville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William Herbert Knotts, Templeville, Queen Anne's County, Md., Effie D. Knotts, Templeville, Queen Anne's County, M.; Harry Dailey Knotts, Templeville, Queen Anne's County, Md.; and Harry Dailey Knotts, Templeville, Queen Anne's County, Md., Executor under the Last Will and Testament of John W. Davis, deceased against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of November, 1951.

Issued the 29th. day of November, 1951.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named in not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Turner & Turner

Address Centreville, Maryland

T. SORDEN PIPPIN , Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Daisy C. Haines summoned by reading subpoena to her and leaving copy of subpoena and bill of complaint with her this 1st. day of December, 1951.

FRANK Y WHITELEY
Sheriff

SUBPOENA FOR RESPONDENT TO ANSWER

Filed Dec. 3, 1951

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

SEAL'S
PLACE

TO Blossom Cooper
Templeville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William Herbert Knotts, Templeville, Queen Anne's County, Md., Effie D. Knotts, Templeville, Queen Anne's County, Md., Harry Dailey Knotts, Templeville, Queen Anne's County, Md.; and Harry Dailey Knotts, Templeville, Queen Anne's County, Md., Executor under the Last Will and Testament of John W. Davis, deceased against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of November, 1951.

Issued the 29th. day of November, 1951.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Turner & Turner

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Blossom Cooper summoned by reading subpoena to her and leaving copy of subpoena and bill of complaint with her this 1st. day of December, 1951.

FRANK Y WHITELEY
Sheriff

PETITION AND ORDER

Filed Feb. 11, 1952

WILLIAM HERBERT KNOTTS, Templeville, Queen Anne's County, Md.; EFFIE D. KNOTTS, Templeville, Queen Anne's County, Md.; HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md.; and HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md., Executor under the Last Will and Testament of John W. Davis, deceased

vs.

HERBERT DAVIS, Widower, 5 W. Broad St., Millville, New Jersey; MAY DAVIS, Widow, Kenton, Delaware; AUDREY DAVIS URIAN, Clayton Gardens Apartment, Claymont, Delaware; JAMES URIAN, her husband, Clayton Gardens Apartment, Claymont, Delaware; ANNA WENDELL ROBERTS, Claymont Gardens, 1300-4B, Claymont, Delaware; ALBERT ROBERTS, her husband, Claymont Gardens, 1300-4B, Claymont, Delaware; Daisy Davis, Widow, Clayton, Delaware; Beulah Bader, Widow, 2713 Broom St. N.E., Wilmington, Delaware; MARIE STEPHENSON, 1007 Marion Avenue, Bellefants, Delaware, (summer address - 10 Washington Avenue, Lewes Beach, Lewes, Delaware); RALPH STEPHENSON, her husband, 1007 Marion Avenue, Bellefants, Delaware, (summer address- 10 Washington Avenue, Lewes Beach, Lewes, Delaware); ERNESTINE ROBINSON, 611 Savannah Road, Lewes, Delaware; FRANK ROBINSON, her husband, 611 Savannah Road, Lewes, Delaware; ELLA DAVIS PIPPIN, Templeville, Md.; TITUS IRONS PIPPIN, her husband, Templeville, Md.; DAISY C. HAINES, Templeville, Md.; and Blossom Cooper, Templeville, Md.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

PETITION AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William Herbert Knotts, Effie D. Knotts, Harry Dailey Knotts, and Harry Dailey Knotts, Executor under the Last Will and Testament of John W. Davis, deceased, respectfully shows unto your Honors:

1. That on the 29th day of November 1951, you Petitioners filed their Bill of Complaint praying for Declaratory relief pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement and for other relief.

2. That Ella Davis Pippin, Titus Irons Pippin, her husband, Daisy C. Haines and Blossom Cooper, four of the Defendants named in the Bill of Complaint, were served in person in Queen Anne's County, but said Defendants have failed to file their answer to said Bill of Complaint.

3. That Herbert Davis, May Davis, Audrey Davis Urian, James Urian, her husband, Anna Wendell Roberts, Albert Roberts, her husband, Daisy Davis, Beulah Bader, Marie Stephenson, Ralph Stephenson, her husband, Ernestine Robinson and Frank Robinson, her husband,

the non-resident Defendants were notified of the object and substance of the Bill of Complaint by an Order of Publication duly inserted in a newspaper published in Queen Anne's County, as will appear from the certificate of publication filed in these proceedings, but said Defendants have failed to file an answer to the Bill of Complaint.

WHEREFORE, your Petitioners respectfully pray that the Bill of Complaint may be taken pro confesso against all of the Defendants.

AND AS IN DUTY BOUND, ETC.

WILLIAM HERBERT KNOTTS
William Herbert Knotts

TURNER & TURNER
TURNER & TURNER
Centreville, Maryland

EFFIE D. KNOTTS
Effie D. Knotts

HARRY DAILEY KNOTTS
Harry Dailey Knotts

HARRY DAILEY KNOTTS
Harry Dailey Knotts, Executor under the
Last Will and Testament of John W. Davis

Filed Jan. 23, 1952

ORDER

Filed Feb. 11, 1952

WILLIAM HERBERT KNOTTS,
Templeville, Queen Anne's County, Md.;
EFFIE D. KNOTTS, Templeville, Queen
Anne's County, Md.; HARRY DAILEY KNOTTS,
Templeville, Queen Anne's County, Md.;
and HARRY DAILEY KNOTTS, Templeville,
Queen Anne's County, Md. Executor
under the Last Will and Testament of
John W. Davis, deceased

IN THE

CIRCUIT COURT

vs.

HERBERT DAVIS, Widower, 5 W. Broad St.,
Millville, New Jersey; MAY DAVIS, Widow,
Kenton, Delaware; AUDREY DAVIS URIAN,
Claymont Gardens Apartment, Claymont,
Delaware; JAMES URIAN, her husband,
Claymont Gardens Apartment, Claymont,
Delaware; ANNA WENDELL ROBERTS, Claymont
Gardens, 1300-4B, Claymont, Delaware;
ALBERT ROBERTS, her husband, Claymont
Gardens, 1300-4B, Claymont, Delaware;
DAISY DAVIS, Widow, Claymont, Delaware;
Beulah Bader, Widow, 2713 Broom St.
N.E., Wilmington, Delaware; MARIE
STEPHENSON, 1007 Marion Avenue, Belle-
fants, Delaware, (summer address
10 Washington Avenue, Lewes Beach, Lewes,
Delaware); RALPH STEPHENSON, her husband,
1007 Marion Avenue Bellefants, Delaware,
(summer address-10 Washington Avenue,
Lewes Beach, Lewes, Delaware); ERNESTINE
ROBINSON, 611 Savannah Road, Lewes, Delaware;
FRANK ROBINSON, her husband, 611 Savannah
Road, Lewes, Delaware; ELLA DAVIS PIPPIN
Templeville, Md.; TITUS IRONS PIPPIN, her husband,
Templeville, Md.; DAISY C. HAINES,
Templeville, Md.; and BLOSSOM COOPER,
Templeville, Md.

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

ORDER

The Defendants, Ella Davis Pippin, Titus Irons Pippin, her husband, Daisy C. Haines and Blossom Cooper, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of the writ, and the defendants, Herbert Davis, May Davis, Audrey Davis Urian, James Urian, her husband, Anna Wendell Roberts, Albert Roberts, her husband, Daisy Davis, Beulah Bader, Marie Stephenson, Ralph Stephenson, her husband, Ernestine Robinson and Frank Robinson, her husband, having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the Order.

It is thereupon this 11th day of February, 1952, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the Complainants are entitled to relief in the premises, and that the Bill of Complaint be and it is hereby taken pro confesso against said Defendants, Ella Davis Pippin, Titus Irons Pippin, her husband, Daisy C. Haines, Blossom Cooper, Herbert Davis, May Davis, Audrey Davis Urian, James Urian, her husband, Anna Wendell Roberts, Albert Roberts, her husband, Daisy Davis, Beulah Bader, Marie Stephenson, Ralph Stephenson, her husband, Ernestine Robinson and Frank Robinson, her husband.

But because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED and ORDERED, that testimony be taken in open Court to support the allegations of the Bill.

Wm R. HORNEY
Judge

Filed Feb. 11, 1952

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION

Filed Jan. 28, 1951

ORDER OF PUBLICATION

In The Circuit Court For
Queen Anne's County
In Equity

WILLIAM HERBERT KNOTTS, Templeville, Queen Anne's County, Md.; EFFIE D. KNOTTS, Templeville, Queen Anne's County, Md.; HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md.; and HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md.; Executor under the Last Will and Testament of John W. Davis, deceased

vs.

HERBERT DAVIS, Widower, 5 W. Broad St., Millville, New Jersey; MAY DAVIS, Widow, Kenton, Delaware; AUDREY DAVIS URIAN, Claymont Gardens Apartment, Claymont, Delaware; JAMES URIAN, her husband, Claymont Gardens Apartment, Clayton, Delaware; ANNA WENDELL ROBERTS, Claymont Gardens, 1300-4B, Claymont, Delaware; ALBERT ROBERTS, her husband, Claymont Gardens, 1300-4B, Claymont, Delaware; DAISY DAVIS, Widow, Claymont Delaware; BEULAH BADER, Widow 2713 Broom St. N.E., Wilmington, Delaware; MARIE STEPHENSON, 1007 Marion Avenue, Bellefants, Delaware, (summer address, 10 Washington Avenue, Lewes Beach, Lewes, Delaware); RALPH STEPHENSON, her husband, 1007 Marion Avenue, Bellefants, Delaware, (summer address, 10 Washington Avenue, Lewes Beach, Lewes, Delaware); ERNESTINE ROBINSON, 611 Savannah Road, Lewes, Delaware; FRANK ROBINSON, her husband, 611 Savannah Road, Lewes, Delaware; ELLA DAVIS PIPPIN, Templeville, Md.; TITUS IRONS PIPPIN, her husband, Templeville, Md.; and BLOSSOM COOPER, Templeville, Md.

The object of this suit is to have the Circuit Court of Queen Anne's County pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement, aware such declaratory relief as may be necessary in the premises to declare that William Herbert Knotts and Effie D. Knotts, his wife, at the time of the death of the late John W. Davis, were partners with him in the real estate mentioned in the Bill of Complaint and also in the promissory note derived from the sale of the general merchandise store mentioned in the Bill of Complaint.

The Bill of Complaint states that John W. Davis, late of Queen Anne's County, Maryland, departed this life on the 18th day of June, 1951, leaving a Last Will and Testament; that during his lifetime the said John W. Davis conducted a general merchandise store in Templeville, Queen Anne's County, Maryland, as a co-partner with his sister, Effie D. Knotts, and his brother-in-law, William H. Knotts; that on the 6th day of May, 1947, the said William Herbert Knotts and the late John W. Davis sold the general merchandise store to Harry Dailey Knotts, who gave them a confessed judgment note for the purchase price on which there is still a balance outstanding of \$3,365.00; that except for said confessed judgment note, the transaction was entirely oral; that after the said general merchandise business was sold to Harry Dailey Knotts the said William Herbert Knotts, Effie D. Knotts and the late John W. Davis took no further part in the store business, but thereafter a partnership between William Herbert Knotts, Effie D. Knotts and the late John W. Davis continued as to certain real estate located in Queen Anne's County and Caroline County until the death of the said John W. Davis; that said real estate is fully described in Exhibit Nos. 2 through 16 inclusive filed with the Bill of Complaint; that in addition to the properties described in the exhibits filed with the Bill of Complaint, the said John W. Davis left a check account in the Denton National Bank of Maryland in the names of William Herbert Knotts and Mrs. Effie D. Knotts or John W. Davis, joint account, subject to the check of either, the balance at the death of either to belong to the survivor; that the balance at the death of either to belong to the survivor; that the balance in said account at the time of death of John W. Davis was \$22,324.88; that the said John W. Davis also left three savings accounts in the names, at the same bank, in the respective amounts of \$3,605.92, \$1,961.66 and \$3,091.12; that at the time of the death of the said John W. Davis, he left surviving him Effie D. Knotts, a sister, William Herbert Knotts, her husband, Herbert Davis, a widower, his brother, May Davis, the widow of Gilbert Davis; a deceased brother of John W. Davis; Audrey Davis Urian, a daughter of Gilbert Davis, the deceased brother, James Urian, her husband, Anne Wendell Roberts, a daughter of Gilbert Davis, the deceased brother, Albert Roberts, her husband, Daisy Davis, the widow of Ernest Davis, a deceased brother of John W. Davis, Beulah Bader, a widow, daughter of Ernest Davis, the deceased brother, Marie Stephenson, a daughter of Ernest Davis, a deceased brother, Ralph Stephenson, her husband, Ernestine Robinson, a daughter of Ernest Davis, the deceased brother, Frank Robinson, her husband, Ella Davis Pippin, a sister of John W. Davis, deceased, and Titus Irons Pippin, her husband; that under the terms of the last Will and Testament of the late John W. Davis, giving certain chattels to Daisy C. Haines and Blossom Cooper, and the sum of \$400.00 each to said Daisy C. Haines and Blossom Cooper all the rest, residue and remainder of the property of the late John W. Davis, real, personal and mixed was devised and bequeathed unto Effie D. Knotts and William Herbert Knotts, her husband, in fee simple as tenants by the entirety; that Harry Dailey Knotts is named as executor of the said Last Will and Testament of the late John W. Davis, and has duly qualified as such executor.

That all the heirs at law of John W. Davis, deceased, devisees under his will, widows of deceased brothers of the decedent, spouses of heirs at law of the decedent and the executor named in the Will have stipulated that the Last Will and Testament of John W. Davis, which is dated the 28th day of September, 1949, was signed and witnessed in accordance with law; that the witnesses signed in the presence of the Testator; that the witnesses had full capacity to act as witnesses; that the will was made by the Testator with full knowledge of its contents; that the Testator, at the time of the execution of his Will, had full mental capacity to execute a valid deed or contract; that the Testator, at the time of the execution of the Will had full knowledge of the persons entitled to share in his estate in intestacy; that the Will was executed freely by the Testator without fraud or undue influence; that the Testator was over twenty-one years of age at the time of the execution of said Will, and that the said Will had not been revoked by the Testator.

It is thereupon by the Circuit Court for Queen Anne's County, Sitting in Equity, ORDERED, this 29th day of November, 1951, that the Complainants, William Herbert Knotts, Effie D. Knotts, Harry Dailey Knotts and Harry Dailey Knotts, Executor under the Last Will and Testament of John W. Davis, deceased, by causing a copy of this Order to be inserted in some newspaper, published in Queen Anne's County, once in each of four successive weeks before the 5th day of January, 1952, give notice to said non-resident defendants, Herbert Davis, May Davis, Audrey Davis Urian, James Urian, her husband, Anna Wendell Roberts, Albert Roberts, her husband, Daisy Davis, Beulah Bader, Marie Stephenson, Ralph Stephenson, her husband, Ernestine Robinson and Frank Robinson, her husband, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by solicitor, on or before the 21st day of January, 1952, to show cause, if any they may have, why a decree ought not to be passed as prayed.

True Copy
Test:
Filed Nov. 29, 1951

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 28, 1951

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case/estate of William Herbert Knotts et al vs. Herbert Davis et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 5th day of January 1952, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of December 1951, and the last insertion on the 27th day of December 1951.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA L. BINEBRINK

Filed Jan. 28, 1951

PETITION FOR APPOINTMENT OF SPECIAL
EXAMINER TO TAKE TESTIMONY

Filed Feb. 11, 1952

WILLIAM HERBERT KNOTTS,
Templeville, Queen Anne's County, Md.;
et al.

Vs.

HERBERT DAVIS, Widower,
5 W. Broad Street, Millville, N. J.;
et al.

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY #3765

PETITION FOR APPOINTMENT OF SPECIAL EXAMINER TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That the Court's Examiner, Richard T. Earle, Esquire, has found it necessary to be out of town on business and has requested that the testimony in the above entitled case be taken before Harry C. Butler, Esquire.

2. That the said Harry C. Butler has been involved in an automobile accident and is unable to act as examiner.

WHEREFORE your petitioner prays that a Special Examiner be appointed by this Honorable Court to take this testimony. AND as in duty bound, etc.

TURNER & TURNER
TURNER & TURNER
ATTORNEYS FOR PLAINTIFFS

Filed Feb. 11, 1952

ORDER OF COURT

Filed Feb. 11, 1952

ORDER OF COURT

UPON THE AFOREGOING PETITION, IT IS ORDERED this 11th day of February, 1952 by the CIRCUIT COURT for Queen Anne's County, sitting in equity that Clayton C. Carter, Esquire, be and he is hereby appointed to take testimony in the above entitled case, being Equity Case No. 3765 on February 11, at 10:30 A.M.

Wm. R. HORNEY

JUDGE

Filed Feb. 11, 1952

ORDER OF COURT

ORDERED this 11th day of February, 1952 by the Circuit Court for Queen Anne's County, In Equity, that J. Thomas Clark, be and he is hereby appointed Special Examiner in the above entitled Cause, and the order of this Court appointing Clayton C. Carter is hereby rescinded.

Wm. R. HORNEY

JUDGE

Filed Feb. 11, 1952

DEPOSITIONS AND REPORT OF SPECIAL EXAMINER

Filed Feb. 12, 1952

William Herbert Knotts, et al

vs.

Herbert Davis, et al

In The Circuit Court For

Queen Anne's County In

Equity No. 3765

REPORT OF SPECIAL EXAMINER

Your Special Examiner at the request of Edward Turner, Attorney for the Complainants, after the obtaining of the Decree Pro Confesso by the Complainants, against the defendants in the above entitled case, went to the office of Turner and Turner, Attorney's, and took the depositions of Effie D. Knotts, William Herbert Knotts, and Harry Dailey Knotts, all witnesses for the Complainants, on the morning of February 11, 1952, at 10:30 A.M. and there was present Mr. Turner, Attorney, for Complainants, Shirley Freestate, the stenographer, and the above named witnesses, and after each of the above named witnesses and the above named stenographer was duly sworn, the testimony was taken as herein after set forth, and that there were no irregularities in the proceedings, and a total of seventeen exhibits were introduced in evidence during the taking of the depositions by the complainants.

Respectfully submitted,

J THOMAS CLARK
Special Examiner

The first witness, Effie D. Knotts, having been duly sworn, deposes and says:

Q. 1. When did the late John W. Davis die?

A. 1. John W. Davis died June 18, 1951.

Q. 2. Did he leave a last will and testament?

A. 2. Yes, he did.

Q. 3. I show you a certified copy of the last will and testament of the late John W. Davis, which was filed in these proceedings as Complainant's Exhibit No. 1. Will you please identify the same?

A. 3. Yes, this is a certified copy of the will of the late John W. Davis, which we admitted to Probate in the Orphans' Court for Queen Anne's County.

Q. 4. Do you wish to have this certified copy offered in evidence and marked as Plaintiff's Exhibit No. 1?

A. 4. Yes, I do.

(Note: At this point the certified copy of the will of the late John W. Davis was admitted in evidence and marked Plaintiff's Exhibit No. 1.)

Q. 5. How was the late John W. Davis related to you and your husband?

A. 5. He was my brother and my husband's brother-in-law.

Q. 6. Was the late John W. Davis engaged in business during his lifetime as a co-partner with you and your husband, William Herbert Knotts?

A. 6. Yes, he was; the three of us operated the business under the trade name of Knotts and Davis since the year 1905.

Q. 7. Did the late John W. Davis, your husband and yourself, sell the general merchandise store conducted by the three of you as co-partners unto Harry Dailey Knotts?

A. 7. Yes, in 1947.

Q. 8. How is Harry Dailey Knotts related to you?

A. 8. He is my son.

Q. 9. How did Harry Dailey Knotts pay for the said general merchandise store?

A. 9. He gave a confessed judgment not payable to the firm of Knotts and Davis.

Q.10. After the sale of the general merchandise store to Harry Dailey Knotts, did the partnership between William Herbert Knotts, Effie D. Knotts and the late John W. Davis continue as to certain real estate located in Queen Anne's County and Caroline County until the time of the death of John W. Davis?

A.10. Yes, it did.

Q.11. I show you the originals of the following deeds:

(a) A deed dated the 5th day of June, 1935, from J. Frank Lane and Margaret H. Lane, his wife, to John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 1-A, folio 383.

(b) A deed dated the 3rd day of November, 1926, from James H. Honey and Annie E. Honey, his wife, to Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 6, folio 441.

(c) A deed dated the 29th day of June 1939 from Joshua Frank Raughley and Elizabeth Bell Raughley, his wife, to Effa D. Knotts and John W. Davis, Trading as partners under the name of Knotts & Davis, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 1, folio 360.

(d) A deed dated the 4th day of January 1937 from John W. Holden, Sr. and Clara E. Holden, his wife, to William H. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 4-A, folio 197.

(e) A deed dated the 6th day of October 1923 from Catherine O. Knotts, widow, to E. D. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. no. 11, Folio 323.

(f) A deed dated the 16th day of February 1921 from Joseph S. Moore and S. Kate Moore, his wife, to Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 6, folio 381.

(g) A deed dated the 10th day of January, 1910 from Benjamin F. Starkey and Lucy J. Starkey, his wife, to Effa Davis Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber S.S. 7, folio 329.

(h) A deed dated the 9th day of June 1923 from Truman P. Richards and Katie Richards, his wife, Knotts and Davis, and recorded among the Land Records of Caroline County in Liber G.A.D. No. 85, folio 371.

(i) A deed dated the 6th day of October, 1923 from Gurney Knotts and Hattie Knotts, his wife; to E.D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, folio 324.

(j) A deed dated the 15th day of August, 1934 from Peter Aiken and Mary Alice Aiken, his wife, to Effie D. Knotts and John W. Davis, trading as Knotts and Davis and recorded among the Land Records of Caroline County in Liber T.O.H. No. 94, folio 428.

(k) A deed dated the 2nd day of July, 1940, from H. William Keith, late treasurer of Queen Anne's County to John W. Davis and William H. Knotts and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr., No. 3, folio 135.

(l) A deed dated the 11th day of March, 1912 from W. T. Roberts and Martha L. Roberts, his wife, to E. D. Knotts and J. W. Davis, trading as Knotts and Davis and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 1, folio 578.

(m) A deed dated the 12th day of December, 1939 from Mary H. May, Widow, to William H. Knotts and John W. Davis, co-partners trading as Knotts & Davis and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 2, folio 208.

(n) A deed dated the 17th day of August, 1918 from Charles L. Joslin, Anor C. Joslin and Lina B. Joslin to Effie D. Knotts and John W. Davis and Recorded among the Land Records of Queen Anne's County, in Liber J.F.R. No. 1, folio 210.

(Note: These deeds are filed with the Bill of Complaint as Complainants' Exhibit Nos. 2 to 15 inclusive.)

Q. 12. Mrs. Knotts, the foregoing deeds constitute the real estate in which the late John W. Davis had an interest at the time of his death, do they not?

A. 12. Yes, they do.

Q. 13. I also show you a certified copy of the following deed which is filed with the Bill of Complaint as Complainant's Exhibit No. 16:

A deed dated the 6th day of October, 1923, from Gurney and Hattie Knotts to E. D. Knotts and John W. Davis, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 11, folio 323.

A. 13. I recognize this deed and the description of this property and know that it, too,

constituted a part of the real estate in which John W. Davis had an interest at the time of his death.

Q. 14. Mrs. Knotts, do you wish to offer these deeds in evidence and have them marked as Complainant's Exhibit Nos. 2 to 16 inclusive?

A. 14. Yes, I do.

Q. 15. In addition to the properties referred to in Exhibit Nos. 2 to 16 inclusive, did the late John W. Davis leave any money in bank? If so, in what banks and in what amount?

A. 15. Yes, he did. He left four bank accounts in the Denton National Bank of Maryland in the names of William Herbert Knotts and Mrs. Effie D. Knotts or John W. Davis, Joint Account, subject to the check of either, the balance at the death of either, to belong to the survivor, in the following amounts: \$22,324.88, \$3,605.92, \$1,961.66 and \$3,091.12.

Q. 16. Did all of the real estate referred to in Exhibits Nos. 2 to 16 inclusive and the bank accounts which you have just referred to represent partnership assets?

A. 16. Yes, they did.

Q. 17. At the time of the death of John W. Davis, were there any outstanding claims against the partnership? If so, have all of these claims been paid?

A. 17. There might have been some current bills when he died but they have all been paid and the partnership owes no money now.

Q. 18. Who are the heirs and next of kin of the late John W. Davis?

A. 18. The heirs and next of kin of John W. Davis are:

HERBERT DAVIS, Widower, 5 W. Broad St., Millville, New Jersey; May DAVIS, Widow, Kenton, Delaware; AUDREY DAVIS URIAN, Claymont Gardens Apartment, Claymont Delaware; JAMES URIAN, her husband, Claymont Gardens Apartment, Claymont, Delaware; ANNA WENDELL ROBERTS, Claymont Gardens, 1300-4B, Claymont, Delaware; ALBERT ROBERTS, her husband, Claymont Gardens, 1300-4B, Claymont, Delaware DAISY DAVIS, Widow, Clayton, Delaware; BEULAH BADER, Widow, 2713 Broom St., N.E., Wilmington, Delaware; MARIE STEPHENSON, 1007 Marion Avenue, Bellefonte, Delaware, (summer address- 10 Washington Avenue, Lewes Beach, Lewes, Delaware); RALPH STEPHENSON, her husband, 1007 Marion Avenue, Bellefonte, Delaware, (summer address- 10 Washington Avenue, Lewes Beach, Lewes, Delaware); ERNESTINE ROBINSON, 611 Savannah Road, Lewes, Delaware; FRANK ROBINSON, her husband, 611 Savannah Road, Lewes, Delaware; ELLA DAVIS PIPPIN, Templeville, Md.; TITUS IRONS PIPPIN, her husband, Templeville, Md., DAISY C. HAINES, Templeville, Md.; and BLOSSOM COOPER, Templeville, Md.

Q. 19. Under the terms of the last will and testament of John W. Davis, which has already been marked Complainant's Exhibit No. 1, who are the devisees?

A. 19. Daisy C. Haines and Blossom Cooper were devised certain personal property and they were also left \$400.00 each in cash and my husband, William Herbert Knotts, and myself, Effie D. Knotts, were left the rest, residue and remainder. There were no other devisees.

Q. 20. Mrs. Knotts, I show you the certified copy of the will of the late John W. Davis, which has been filed in this case as Complainant's Exhibit No. 1 and ask you to read all of the provisions contained therein.

A. 20. Item. 1: I hereby give and bequeath to Daisy C. Haines and Blossom Cooper, share and share alike, the following items of personal property; or such of them as I may own at the time of my death: my piano, radio and table, victrola, flower urn, three night stands, 1 rocker, studio couch, oil heater, 1947 Perfection oil stove, cook stove, 2 occasional chairs, 6 tablecloths and naplins, 5 pictures, 1 bench, 1 desk and books (Kneehole), 1 type stand, 3 wool blankets, 4 cotton blankets, 4 diplomas, 5 Pegasus, large mirror, 1 Simmons mattress, 1 Beauth-rest mattress, e bed springs, 2 beds, 1 feather bed, 4 pillows, 6 chairs, 1936 Automobile, 1 electric iron, 1 electric sweeper, 1 electric waffle iron, 4 crex rugs, 1 woolen rug and pad, 1 round table, 1 end table, set of dishes, sewing machine, dish cabinet and dishes, glider, small book case and books, hall wrack, refrigerator, kitchen cabinet, 5 trunks, 1 cedar chest, kitchen stool, 2 floor lamps, 2 wood stoves, and electric toaster.

Item. 2: I also give and bequeath unto the said Daisy D. Haines and Blossom Cooper the sum of Four Hundred Dollars (\$400.00) each.

Item. 3: All of the rest, residue and remainder of my property, real, personal and mixed, and wheresoever, located, I hereby give, bequeath and devise unto Effie D. Knotts and William Herbert Knotts, her husband, in fee simple, as tenants by the entireties.

Q. 21. Mrs. Knotts, I show you a certified copy of a stiputation filed in the Orphans' Court of Queen Anne's County which is filed in this case as Complainant's Exhibit No. 17. Please identify the same/

A. 21. "This is a paper signed by all of the heirs of my brother, the late John W. Davis, in which they say that the will dated the 28th of September, 1949, is his last will and testament and has been duly signed and witnessed in accordance with the law, the witnesses having full capacity to be such witnesses; that it was made by the Testator with full knowledge of its contents; that the Testator, at the time of the execution of the same, had the full mental capacity to execute a valid deed or contract; that the Testator, at the time of the execution of the same, had full knowledge of the persons who would be entitled to share in his estate in intestacy; that the said will was executed freely by the testator without the

exercise of any fraud or undue influence upon him by any person or persons; that the Testator was over 21 years of age at the time of the execution of said will and that said will had not been revoked in any manner by the said Testator or in any other manner prior to his death."

Q. 22. Mrs. Knotts, do you wish to offer the stipulation in evidence and have it marked as Complainant's Exhibit No. 17?

A. 23. Yes, I do.

Q. 24. It is your contention that the real estate mentioned in Exhibits No. 2 to 16 inclusive and the promissory note derived from the sale of the general merchandise store and the bank accounts which you have testified to are partnership property?

A. 24. Yes, that is my contention.

Q. 25. It is also your contention that the right to collect the promissory note passed to you and your husband under the provisions of the will?

A. 26. Yes, it is.

Q. 27. Is it also your contention that under the provision of the last will and testament of John W. Davis, there being no outstanding claims against the partnership, that the properties mentioned in Exhibits 2 to 16 inclusive passed to you and your husband in fee simple?

A. 27. Yes, it is. That is what John always intended to happen since we had all worked together to get what we have.

Q. 28. It is also your further contention that you and your husband acquired a one-third interest in the bank accounts to which you testified, under the last will and testament of John W. Davis?

A. 28. Yes.

EXAMINER'S SPECIAL: N O

EFFIE D. KNOTTS
Effie D. Knotts

The second witness, William Herbert Knotts, having been duly sworn, deposes and says:

Q. 1. Your name is William Herbert Knotts, and you are the husband of Mrs. Effie D. Knotts and the brother-in-law of the late John W. Davis?

A. 1. Yes, I am.

Q. 2. Mr. Knotts, you have heard your wife, Effie D. Knotts, testify. Would your testimony be identical to hers?

A. 2. Yes, it would, I would make no changes in it whatever.

EXAMINER'S SPECIAL: NO

WILLIAM HERBERT KNOTTS
William Herbert Knotts

The third witness, Harry Dailey Knotts, having been duly sworn, deposes and says:

Q. 1. Your name is Harry Dailey Knotts and you are the son of Effie D. Knotts and William Herbert Knotts?

A. 1. Yes, I am.

Q. 2. Are you the executor of the last will and testament of the late John W. Davis?

Q. 2. Yes, I am.

EXAMINER'S SPECIAL: NO

HARRY DAILEY KNOTTS
Harry Dailey Knotts

The Complainants having no further depositions that they desired to take, this report is filed.

The three witnesses waived expenses and witnesses fees:

Shirley Freestate, stenographer \$15.00
J. Thomas Clark, special examiner 12.00

Respectfully submitted,

J THOMAS CLARK
Special Examiner

ORDER OF COURT

Filed March 20, 1952

WILLIAM HERBERT KNOTTS, Templeville, Queen Anne's County, Md; EFFIE D, KNOTTS, Templeville, Queen Anne's County, Md.; HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md.; and HARRY DAILEY KNOTTS, Templeville, Queen Anne's County, Md., Executor under the Last Will and Testament of John W. Davis, deceased	:	IN THE
	:	CIRCUIT COURT
Vs.	:	FOR
HERBERT DAVIS, Widower, 5 W. Broad St., Millville, New Jersey; MAY DAVIS, Widow, Kenton, Delaware; AUDREY DAVIS URIAN, Claymont Gardens Apartment, Claymont, Delaware; JAMES URIAN, her husband, Claymont Gardens, Apartment, Claymont, Delaware; ANNA WENDELL ROBERTS, Claymont Gardens, 1300-4B, Claymont, Delaware; ALBERT ROBERTS, her husband, Claymont Gardens, 1300-4B, Claymont, Delaware; DAISY DAVIS, Widow, Clayton, Delaware; BEULAH BADER, Widow, 2713 Broom St., N.E., Wilmington, Delaware; Marie Stephenson, 1007 Marion Avenue, Bellefants, Delaware, (summer address - 10 Washington Avenue, Lewes Beach, Lewes, Delaware); RALPH STEPHENSON, her husband, 1007 Marion Avenue, Bellefants, Delaware, (summer address -10 Washington Avenue, Lewes Beach, Lewes, Delaware); ERNESTINE ROBINSON, 611 Savannah Road, Lewes, Delaware; FRANK ROBINSON, her husband, 611 Savannah Road, Lewes, Delaware; ELLA DAVIS PIPPIN, Templeville, Md.; TITUS IRONS PIPPIN, her husband, Templeville, Md.; DAISY C. HAINES, Templeville, Md.; and BLOSSOM COOPER, Templeville, Md.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY

: : : : :
ORDER OF COURT

The above entitled cause coming on to be heard on the Bill for Declaratory Decree, the proceedings, the testimony, and all other papers, were read and considered by the Court.

It is thereupon, this 19th day of March 1952, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECLARED:

1. That a partnership existed between William H. Knotts, Effie D. Knotts and the late John W. Davis, deceased, in the real estate mentioned in the Bill of Complaint, located in Queen Anne's and Caroline Counties, in the State of Maryland, which said real estate is more particularly described in Exhibits Nos. 2-16, inclusive, filed with the Bill of Complaint, to wit:

(a) A deed dated the 5th day of June, 1935, from J. Frank Lane and Margaret H. Lane, his wife, to John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 1-A, Folio 383.

(b) A deed dated the 3rd day of November, 1926 from James H. Honey and Annie E. Honey, his wife, to Knotts and Davis, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 6, Folio 441.

(c) A deed dated the 29th day of June, 1939 from Joshua Frank Raughley and Elizabeth Bell Raughley, his wife, to Effie D. Knotts and John W. Davis, Trading as partners under the name of Knotts & Davis, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 1, Folio 360.

(d) A deed dated the 4th day of January, 1937 from John W. Holden Sr., and Clara E. Holden, his wife, to William H. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 4-A, Folio 197.

(e) A deed dated the 6th day of October, 1923 from Catherine O. Knotts, widow, to E. D. Knotts and John W. Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, Folio 323.

(f) A deed dated the 16th day of February, 1921, from Joseph S. Moore and S. Kate Moore, his wife, to Knotts & Davis, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 6, Folio 381.

(g) A deed dated the 10th day of January, 1910 from Benjamin F. Starkey and Lucy J. Starkey, his wife, to Effie Davis Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, Folio 329.

(h) A deed dated the 9th day of June, 1923 from Truman P. Richard and Katie Richard, his wife, to Knotts & Davis, and recorded among the Land Records of Caroline County in Liber G.A.D. No. 85, Folio 371.

(i) A deed dated the 6th day of October, 1923 from Gurney Knotts and Hattie Knotts, his wife, to E. D. Knotts and John W. Davis and recorded among the Land Records

of Queen Anne's County in Liber J.F.R. No. 11, Folio 324.

(j) A deed dated the 15th day of August, 1934 from Peter Aiken and Mary Alice Aiken, his wife, to Effie D. Knotts and John W. Davis, Trading as Knotts & Davis and recorded among the Land Records of Caroline County in Liber T.O.H. No. 94, Folio 428.

(k) A deed dated the 2nd day of July, 1940 from J. William Keith, late Treasurer of Queen Anne's County to John W. Davis and William H. Knotts and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 3, Folio 135.

(l) A deed dated the 11th day of March, 1912 from W. T. Roberts and Martha L. Roberts, his wife, to E. D. Knotts and J. W. Davis, trading as Knotts and Davis and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 1, Folio 578.

(m) A deed dated the 12th day of December, 1939 from Mary M. Hay, Widow, to William H. Knotts and John W. Davis, co-partners trading as Knotts & Davis and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 2, Folio 208.

(n) A deed dated the 17th day of August, 1918 from Charles L. Joslin, Anor G. Joslin and Lina B. Joslin to Effie D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.H. No. 1, Folio 210.

(o) A deed dated the 6th day of October, 1923 from Gurney Knotts and Hattie Knotts to E. D. Knotts and John W. Davis and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 11, Folio 323.

2. That the partnership in the real estate aforesaid existing between William Herbert Knotts, Effie D. Knotts and John W. Davis, terminated so far as concerned the said John W. Davis as of the date of the death of said John W. Davis, on the 18th day of June, 1951.

3. That upon the death of John W. Davis, the real estate described in said Exhibits 2 to 16, inclusive, devolved upon William Herbert Knotts and Effie D. Knotts, the surviving partners, as partnership property, subject to the payment by William Herbert Knotts and Effie D. Knotts of the appraised value of John W. Davis' interest therein, or one-third of the whole, to the executor of the last Will and Testament of John W. Davis, deceased.

4. That one-third of the balance due, or the sum of ONE THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS AND SIXTY-SEVEN CENTS (\$1121.67), on account of the confessed judgment note from Harry Dailey Knotts to William Herbert Knotts, Effie D. Knotts and John W. Davis, Co-partners, trading as Knotts & Davis, at the time of the death of the said John W. Davis, was owned by the said John W. Davis, and this amount should be paid into the hands of Harry Dailey Knotts, as Executor of the Estate of the said John W. Davis, deceased.

5. That the bank accounts referred to in Paragraph 4 of the Bill of Complaint devolved upon William Herbert Knotts and Effie D. Knotts, his wife, the surviving partners, as partnership property, subject to the payment of the appraised value of John W. Davis' interest therein or one-third of the whole, to the Executor of the Last Will and Testament of John W. Davis, deceased.

6. It is further ordered that William Herbert Knotts and Effie D. Knotts, his wife, pay two-thirds of the costs of these proceedings, and that the estate of said John W. Davis, deceased, pay the remaining one-third of said costs.

Wm R. HORNEY
JUDGE

Filed March 20, 1952

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Nineteenth day of December, in the year nineteen hundred and sixty, ---, the following Petition was brought to be recorded, to wit:-

MILDRED G. J. MEREDITH & HERMAN MEREDITH, Grasonville, Maryland, Plaintiffs	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
	:	NO. <u>4356</u>
HERMAN RICHARD MEREDITH, JR. Grasonville, Maryland, Defendant.	:	

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Mildred G. J. Meredith and Herman Meredith, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents:

1. That the Plaintiffs and the Defendant are the owners as joint tenants, and in fee simple of the following described real estate, to wit:

ALL that lot or parcel of land improved by a dwelling house and situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the east side of Mill Lane near the village of Grasonville, the same being known as "The Charles Wilkins Property" and as Lot No. 23 of Grason Lots and more particularly described ad follows, to wit: BEGINNING for the same at the end of the first line of Lot No. 2 thereof, which belongs or formerly belonged to George Johnson and running thence East 31 perches; then South 1 degree West, 26.6 perches; thence West 31 perches; thence North 1 degree East, 26.6 perches to the place of beginning, containing 4 acres of land, more or less.

SAVE AND EXCEPT from the above described parcel all land which lies on the west side of the said Mill Lane.

BEING the same land granted and conveyed unto the parties to this suit by Thomas R. Ewing and wife, by deed dated the 22nd day of September, 1958, and recorded in Liber T. S. P. No. 43, folio 428 of the Land Records of Queen Anne's County.

And a certified copy of the above described deed is attached hereto and made a part hereof, and marked Exhibit "A".

2. That the said Herman Richard Meredith, Jr., is the infant son of the Plaintiffs, he being born on March 7th, 1955, and he resides with your Plaintiffs.

3. That the aforesaid real estate is unimproved and in its present form unproductive both as to income and convenience to the parties to this cause.

4. That your Petitioners now propose to erect upon said premises a dwelling house, in which they as well as the said Defendant, will reside, and which will cost approximately Eighteen Thousand (\$18,000.00) Dollars, of which your Petitioners or Plaintiffs will expend Nine Thousand (\$9,000.00) Dollars of their own money, and it will be necessary to secure a mortgage on said real estate in the sum of Nine Thousand (\$9,000.00) Dollars, to pay the total costs of erection.

5. That because the said Herman Richard Meredith, Jr., is an infant your Plaintiffs are unable to secure said mortgage loan for the erection of said buildings on said premises until this court shall so authorize same in regards to the said Herman Richard Meredith, Jr.

6. That it would be for the benefit and advantage of the said infant to mortgage said real estate in that his interest in the same would be materially increased in value.

7. That during said infancy of the said Defendant your Plaintiffs expect to fully repay said mortgage loan if obtained.

TO THE END, THEREFORE:

(a) That Mildred G. J. Meredith be appointed by this Honorable Court Guardian of said infant child, to execute said mortgage

\$9,000.00. (b) That the said real estate may be mortgaged to the extent of

(c) That your Plaintiffs may have such further relief as their case may require.

AND AS IN DUTY BOUND, ETC.

J. THOMAS CLARK
J. Thomas Clark,
Attorney At Law,
Centreville, Md.
Phone: 392

MILDRED G. J. MEREDITH
Mildred G. J. Meredith

HERMAN MEREDITH
Herman Meredith,
Petitioners

Filed Dec. 19, 1960

EXHIBIT A

Filed Dec. 19, 1960

#41,310

LIBER 43 PAGE 428

RECEIVED FOR RECORD Oct. 30, 1958

One-One Dollar Ten Cent Int. Rev. Stamp
One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed JTC 10-30-58

THIS DEED, made this 22nd day of September, 1958, by Thomas R. Ewing and Mary C. Ewing, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Thomas R. Ewing and Mary C. Ewing, his wife, do hereby grant and convey unto Mildred G. J. Meredith, Herman Meredith and Herman Richard Meredith, Jr., of Queen Anne's County, State of Maryland, as joint tenants, and not as tenants in common, their heirs and assigns, and unto the survivors of them, their heirs and assigns in fee simple, the following described property, to wit:

ALL that lot or parcel of land improved by a dwelling house and situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the east side of Mill Lane near the village of Grasonville, the same being known as "The Charles Wilkins Property" and as Lot No. 23, of Grason Lots and more particularly described as follows, to wit: BEGINNING for the same at the end of the first line of Lot No. 2 thereof, which belongs or formerly belonged to George Johnson and running thence East 31 perches; then South 1 degree West, 26.6 perches; thence West 31 perches; thence North 1 degree East, 26.6 perches to the place of beginning, containing 4 acres of land, more or less.

BEING a part and only that part of the land conveyed to the Grantors hereof by Howard Wood, lll, Trustee, by deed dated August 28, 1954 and recorded among the Land Records for Queen Anne's County in Liber T.S.P. No. 17, folio 543, in Parcel No. 1; however, reserving unto the said Grantors any and all lands conveyed to them as aforesaid in said parcel no. 1 which lies on the west side of said Mill Lane.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

And the said Thomas R. Ewing and Mary C. Ewing, his wife, do hereby covenants that they will warrant specially the property hereby conveyed and that they will execute such further assurance of said land as may be requisite.

As witness our hands and seals.

TEST:

MARCY FOSTER COLLIER

THOMAS R. EWING (SEAL)
Thomas R. Ewing

MARCY FOSTER COLLIER

MARY C. EWING (SEAL)
Mary C. Ewing

STATE OF MARYLAND
QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, that on this 22nd day of September, 1958, personally appeared before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, Thomas R. Ewing and Mary C. Ewing, his wife, and each did acknowledge the aforesaid deed to be their act.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

MARCY FOSTER COLLIER
Notary Public
My comm. 5-4-59

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 43, folio 428, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 19th day of December in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

SUBPOENA IN CASE.
Filed Dec. 20, 1960

(EQUITY SUBPOENA)

Seal's Place

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Herman Richard Meredith, Jr.

Grasonville, Md.

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mildred G. J. Meredith & Herman Meredith, Grasonville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of November, 1960.

Issued the 19th day of December, 1960.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name J. Thomas Clark
Attorney for Plaintiff
Address Centreville, Md.
Phone: 392

T. SORDEN PIPPIN, Clerk

And on the back of the foregoing is the following Endorsement, to wit:-

Served by delivering a copy of the subpoena to Herman Richard Meredith, Jr. Infant and by leaving a copy of the Petition and subpoena with him and with Herman Meredith this 19th day of December, 1960.

FRANK Y. WHITELEY
Sheriff of Queen Anne's County.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM & ORDER OF COURT.
Filed Dec. 20, 1960

MILDRED G. J. MEREDITH & HERMAN MEREDITH, Grasonville, Maryland,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
Plaintiffs	:	IN EQUITY
vs.	:	NO. <u>4356</u>
HERMAN RICHARD MEREDITH, JR. Grasonville, Maryland,	:	
Defendant	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition, of Mildred G. J. Meredith, mother and next friend of Herman Richard Meredith, Jr., infant, the Defendant in the above cause, respectfully represents:

That the said Herman Richard Meredith, Jr., the Defendant in this cause, has been duly returned summoned, but being an infant he cannot and defend himself in this suit.

Your Petitioner therefor prays your Honor to appoint to a guardian ad litem to appear and answer for said infant child.

AND AS IN DUTY BOUND, ETC.

J. THOMAS CLARK
J. Thomas Clark, Attorney
Centreville, Md.
Phone: Centreville 392

MILDRED G. J. MEREDITH (SEAL)
Mildred G. J. Meredith

State of Maryland)
Queen Anne's County) TO WIT:

I HEREBY CERTIFY that on this 19th day of December, 1960, before me, the Subscriber, a Notary Public of the State and County aforesaid, Mildred G. J. Meredith personally appeared, and made oath in due form of law that the matters and facts stated in the above Petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

Filed Dec. 20, 1960

VIRGINIA S. WHITE
Notary Public Virginia S. White
My commission expires May 1, 1961

ORDER OF COURT

ORDERED, this 20th day of December, 1960, by the Circuit Court of Queen Anne's County, In Equity, upon the foregoing Petition and Affidavit, that Virginia White be, and she is hereby appointed guardian ad litem to appear and answer for Herman Richard Meredith, Jr., infant defendant in said cause.

THOS. J. KEATING, Jr.
JUDGE

Filed Dec. 20, 1960

ANSWER OF GUARDIAN AD LITEM
Filed Dec. 20, 1960

MILDRED G. J. MEREDITH, & HERMAN MEREDITH, Grasonville, Maryland Plaintiffs	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
vs.	:	NO. <u>4356</u>
Herman Richard Meredith, Jr. Grasonville, Maryland, Defendant	:	
	:	

ANSWER OF GUARDIAN AD LITEM

The Answer of Herman Richard Meredith, Jr., infant, by Virginia White, guardian ad litem, duly appointed by an Order of this Court, to the Bill of Complaint of Mildred G. J. Meredith and Herman Meredith, against him in this Court exhibited.

This Defendant, being an infant, cannot admit any of the matters and things in said Bill alleged, and submit his rights thereunder, to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

VIRGINIA WHITE
Virginia White, Guardian Ad Litem

Filed Dec. 20, 1960

DEPOSITIONS
Filed Dec. 22, 1960

Herman Meredith & Mildred G. J. Meredith, Grasonville, Maryland Plaintiffs	:	In The Circuit Court for
	:	Queen Anne's County
	:	In Equity
vs.	:	NO. <u>4356</u>
Herman Richard Meredith, Grasonville, Maryland, Defendant	:	
	:	

THE UNDERSIGNED, one of the standing Examiners of the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor of the Plaintiffs, did at the office of Harry C. Butler, Lawyers' Row, Centreville, Maryland, on Wednesday, December 21st, 1960, at 2:30 p.m. after swearing the witnesses and stenographer, proceeded to take their depositions; and I do certify that Virginia White, Guardian Ad Litem for the Defendant, did on the aforesaid date verbally advise your Examiner of her desire to waive her presence at the taking of the same, that the examination was properly conducted, that I was present during the taking of the said depositions, that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said depositions or in the conduct of the proceedings.

B. HACKETT TURNER
Examiner

Filed Dec. 22, 1960

The first witness, Herman Meredith, on his own behalf, having been duly sworn, did depose and say:

QUESTIONS BY THE EXAMINER:

Q. State your name, age and residence.

A. Herman Meredith, 58, Grasonville, Maryland.

Questions by Mr. Clark:

Q. Please state who is the owner of the lot No. 23 of the Grason Lots on Mill Lane, near Grasonville, Maryland.

A. I am with my wife, Mildred, and my son, Herman Richard Meredith, Jr., as joint tenants.

Q. What is your wife's full name?

A. Mildred G. J. Meredith.

Q. Where do you live?

A. Grasonville, Maryland.

Q. How old is your son, Herman Richard Meredith, Jr.?

A. He is five years old.

Q. With whom does he live?

A. With me and my wife.

Q. From whom did you get this property?

A. From Thomas R. Ewing and wife during the month of September, 1958.

Q. Please state whether or not this real estate is improved or unimproved?

A. It is a vacant lot which my wife and I together with my son who is the Defendant in this cause propose to build a home on this property, where we expect to live.

Q. What is the approximate cost of the home that you propose to build on this premises?

A. \$18,000.00

Q. How much money do you and your wife expect to put in the improvements on this real estate at this time?

A. We have \$9,000.00 now, as a down payment on the home to be erected, which is money that belongs to my wife and myself and in which my son has no interest in.

Q. How do you propose to obtain the balance?

A. We expect to borrow from a local bank \$9,000.00 to pay the balance on the home we propose to erect on these premises. We have been assured by the Tidewater Bank of Stevensville, Maryland of this loan if we can get an authorization from the Court on behalf of our infant son.

Q. Will you state whether or not the refection of a dwelling house on these premises would be the benefit and advantage of your infant son, Herman Richard Meredith, Jr.?

A. Yes, because the land does not produce any income and in its present form the value is about \$1,000.00.

And after the house we propose to build on it is erected, our son will have a 1/3 interest in this land which will be at least as to his 1/3 interest somewhere between \$6,000.00 and \$7,000.00, so the value of his interest will increase; also, our son will have a much better home than what he is living in now, in which there will be many more modern conveniences, which will be better for his health, and also welfare. My wife and I have already agreed to sell our home and we will have to build a home or find someplace to go, and there is nothing down there around Grasonville that I have been able to find that I would consider living in with my child and my wife.

The second witness, James McDaniel, having been duly sworn, did depose and say:

Q. State your name, age, occupation and residence.

A. James McDaniel, Chester, Maryland, 65, and I am a waterman.

Q. Mr. McDaniel, are you familiar with Lot No. 23 of Grason Lots, near Grasonville, Maryland?

A. Yes Sir.

Q. Are you familiar with values of real estate around that vicinity?

A. Yes Sir, I own property down there and have dealt with property down there for a number of years.

Q. What do you consider the value of Lot No. 23 of Grason Lots?

A. About \$1,000.00.

Q. Is it in its present stage productive of income?

A. No Sir, it is too small for anything but a building lot.

Q. Do you know the owners of this lot we have been speaking of?

A. Yes, it is owned by Herman Meredith, Mildred Meredith, his wife, and their son, Herman, Jr., who is only 5 years old.

Q. Do you think it would be to the advantage and benefit of Herman, Jr. to mortgage this premises for \$9,000.00 on which a home would be built for him and his parents that would cost about \$18,000.00?

A. Yes Sir, it would increase the value of his interest and I know that the parents of Herman, Jr., have agreed to sell their home and they are going to have to find someplace to live which is hard to do in this vicinity. I think that this real estate is a good location, and would be a nice environment for the child as he grows up.

The third witness, Earl Meredith, having been duly sworn, did depose and say:

Q. State your name, age, occupations and residence.

A. Earl Meredith, Grasonville, Maryland, 57, and I am a waterman.

Q. Mr. Meredith, do you know the parties to this suit, if so, please identify them?

A. Yes, I do, the Plaintiffs are my brother, Herman, and his wife, Mildred, and the Defendant, is their 5 year old son, Herman, Jr.

Q. Where do they reside?

A. They all live together in Grasonville, Maryland.

Q. Do they have a home?

A. Yes, but they have agreed to sell it.

Q. Earl, are you familiar with Lot No. 23 of Grason Lots, near Grasonville, Maryland?

A. Yes, it is a lot that my brother, Herman and his wife, Mildred, and their son, own together. This lot is unimproved.

Q. What do you consider the value of Lot No. 23 of Grason Lots?

A. I think \$1,000.00, because I own property around this lot and have owned some in this vicinity for years.

Q. Is it in its present stage productive of income?

A. No Sir, this is just an unimproved lot, good only for a home.

Q. Do you think it would be to the advantage and benefit of Herman, Jr. to mortgage this premises for \$9,000.00 on which a home would be built for him and his parents that would cost about \$18,000.00?

A. Yes, I do, because Herman, Jr.'s worth would be increased, its a good location for a home, and would a nice place for Herman, Jr. to grow up, since it would be a new home, it would have all the modern conveniences that are found in a new home today, and I believe that my brother and his wife, Mildred, would have this mortgage paid off before Herman, Jr. ever became of age.

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargeable to the Plaintiffs, as follows, to wit:

B. Hackett Turner, Jr. Examiner -----\$ 10.00

March Foster Collier, Stenographer ----- 15.00

All witnesses waive fee

And I do further certify that said depositions were commenced at 2:30 P.M. and were completed at 3:30 P.M. or a period of one hour.

B. HACKETT TURNER
Examiner.

Filed Dec. 22, 1960

DECREE
Filed Jan. 6, 1961

Mildred G. J. Meredith and
Herman Meredith

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

vs.

Herman Richard Meredith, Jr.

D E C R E E

The cause standing ready for hearing and being submitted without argument, the proceedings were by the Court read and considered:

IT IS THEREUPON, this 6th day of January, 1961, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED, as follows, to wit:

(1) That the real estate which is the subject of these proceedings and which is called or known as "The Charles Wilkins Property", and being Lot No. 23 of the Grason Lots, and being situate on the East side of Mill Lane in or near the town of

Grasonville, Fifth Election District of Queen Anne's County, Maryland, and being more fully described in a certain deed from Thomas R. Ewing and Mary C. Ewing, his wife, to Mildred G. J. Meredith, Herman Meredith and Herman Richard Meredith, Jr., as joint tenants, bearing date the 22nd day of September, 1958, and duly recorded among the land records of Queen Anne's County, State of Maryland, in Liber T. S. P. No. 43, folio 428, as far as the interest of the said Herman Richard Meredith, Jr., infant, in said joint tenancy, may forthwith be mortgaged, and such mortgage shall be from all the said joint tenants and shall not exceed the sum of \$9,000.00, such a mortgage being to the benefit and advantage of said infant.

(2) That Mildred G. J. Meredith is hereby appointed guardian of Herman Richard Meredith, Jr., infant, for and in his place and stead to sign, acknowledge and execute said mortgage and such mortgage notes as are required to procure said mortgage loan, and it is further ordered that the said Mortgagee shall not be required to look to the application of the proceeds of said mortgage loan.

THOS. J. KEATING, Jr.
Judge

Filed Jan. 6, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixteenth day of October, in the year nineteen hundred and fifty three, the following Order Nisi was brought to be recorded, to wit:-

N I S I

Mary A. Stichel, Widow,
Complainant

VS.

Melbourne W. Hughes and
Herbert H. Feuz and
Long Point Lodge, Inc.,
Defendants

In the Circuit Court
for Queen Anne's County
In Equity

Chancery No. 3802

ORDERED, This 16th. day of October A.D., 1953, that the sale of real estate made and reported in this cause by Edward Turner, S. E. W. Friel, Jr., and Ralph R. Sachs, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st. day of November next.

The Report states the amount of sales to be \$25,100.00.

T. SORDEN PIPPIN Clerk.

Filed October 16, 1953

PETITION
Filed Dec. 22, 1953

MARY A. STICHEL
vs.
MELBOURNE W. HUGHES
et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 3802

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Petitioners respectfully represent:

1. That the Report of Sale made by Edward Turner, S. E. W. Friel and Ralph R. Sachs, Trustees, heretofore filed in this cause reported Mary A. Stichel as the purchaser of the lands and premises sold by said Trustees in said cause.

2. That said purchaser, Mary A. Stichel, desires that Julius A. Weis be substituted as the purchaser of the property and that the same be conveyed by said Trustees upon final ratification of said Report of Sale unto the said Julius A. Weis who consents and wishes to be substituted as the purchaser of said lands and premises.

3. That the said Trustees are willing for such substitution and join in this Petition as evidence of such assent to have Julius A. Weis substituted as purchaser of said property in the place and stead of Mary A. Stichel.

Witness:

Respectfully submitted:

MARY A. STICHEL
Mary A. Stichel

JULIUS A. WEIS
Julius A. Weis

EDWARD TURNER
Edward Turner, Trustee

S. E. W. FRIEL
S. E. W. Friel, Trustee

RALPH R. SACHS
Ralph R. Sachs, Trustee

Filed Dec. 22, 1953

ORDER
FILED Dec. 22, 1953

ORDER

UPON THE AFOREGOING PETITION, it is thereupon this 22nd day of December, 1953, by the Circuit Court for Queen Anne's County, In Equity, ORDERED that the said Julius A. Weis be and he is substituted in the place and stead of Mary A. Stichel as the purchaser of the real estate reported in the Report of Sale filed in these pro-

deedings, and Edward Turner, S. E. W. Friel and Ralph R. Sachs, Trustees, are directed, upon final ratification of sale and payment in full of the purchase price to execute a deed to Julius A. Weis as the purchaser thereof and upon full compliance of the said Julius A. Weis with the terms of sale as reported in this Court.

Wm. R. HORNEY
Judge

Filed Dec. 22, 1953

CERTIFICATION OF PUBLICATION OF ORDER NISI
Filed December 23, 1953

NISI

Mary A. Stichel, Widow,
Complainant

vs.

Melbourne W. Hughes
Herbert H. Feuz and
Long Point Lodge, Inc.
Defendants

In the Circuit Court for
Queen Anne's County In Equity

Chancery No. 3802

ORDERED, This 16th day of October A.D., 1953, that the sale of real estate made and reported in this cause by Edward Turner, S. E. W. Friel, Jr., and Ralph R. Sachs, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of December, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of November next.

The Report states the amount of sales to be \$25,100.00.

T. SORDEN PIPPIN,
Clerk

Filed October 16, 1953

True Copy

4t-11-12

Test: T. Sorden Pippin, Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Dec. 22, 1953

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Mary A. Stichel vs. Melbourne W. Hughes & Herbert H. Feuz & Long Point Lodge, Inc. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 21st day of Nov. 1953, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of Oct. 1953, and the last insertion on the 12th day of Nov. 1953.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MYRTLE F. CAHALL.

Filed Dec. 23, 1953

WAIVER OF INTEREST
Filed Jan. 6, 1954

MARY A. STICHEL

vs.

MELBOURNE W. HUGHES, et al

and

SAMUEL E. W. FRIEL, JR., et al,
PLAINTIFFS

vs.

MARY A. STICHEL, et al,
DEFENDANTS

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CAUSES NOS. 3802 and 3845
Consolidated.

: : : : : :

WAIVER OF INTEREST

In consideration of the mutual waivers herein contained and other good and valuable considerations passing from each party to the other, the receipt of which is hereby acknowledged, the undersigned, Mary A. Stichel, and the undersigned co-partnership, Friel Lumber Company, does each hereby waive her and its claim and right to or for the payment of any interest upon her and its principal claim for money due upon the purchase of the real estate sold in Chancery No. 3802, and the building materials described in the bill filed in Chancery No. 3845, respectively.

Witness our hands and seals this 6th day of January, 1954.

Test:

Edwards Turner

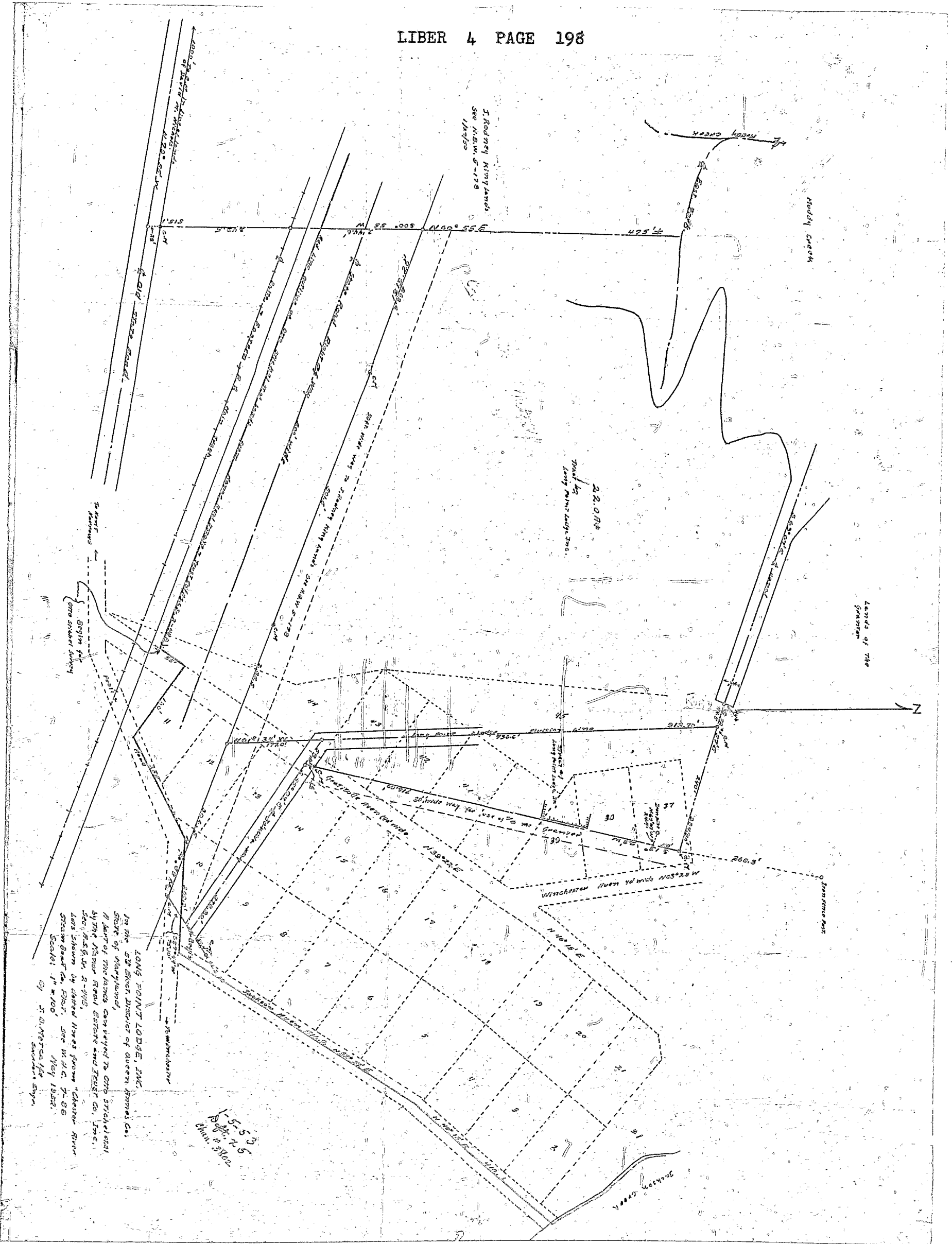
Mary A. Stichel (SEAL)
Mary A. Stichel

Test:

Caroline T. Wilson -

FRIEL LUMBER COMPANY (SEAL)
By Howard Wood 3rd
Partner - its attorney

Filed Jan. 6, 1954



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Ninth day of May, in the year nineteen hundred and sixty one, the following Petition was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

JOSEPH J. WALBERT and
ANNA MAE WALBERT, his wife

Docket _____ Folio _____
Case No. 4380
Filed May 29, 1961

IN THE
CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 28th day of September A.D. 1955 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$6,300.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, a certified copy of which is marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That the defendants are the present owners of the mortgaged premises.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff, and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
William F. Podlich Attorney for Plaintiff
301 Aurora Federal Building
Charles And Saratoga
Baltimore 1, Md.
Plaza 2 - 2850

PETITIONER'S EXHIBIT NO. 1
Filed May 29, 1961

#36,527

LIBER 24 PAGE 214

RECEIVED FOR RECORD Sept. 30, 1955

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 28th day of September, in the year one thousand nine hundred and fifty-five, between JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife, the sum of Six Thousand Three Hundred and 00/100 (\$6,300.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of Forty-five and 15/100 (\$45.15) dollars on or before the -20th- day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that lot or parcel of land, being a part of the "Martin L. Jones" property, situate, lying and being east of and near the Village of Chester and located on the left or southerly side of the State Highway now known as The Eastern Shore Boulevard, or Route No. U.S. 50, or the present State Road leading from the Kent Island Narrows to Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and bounded on the easterly side by the property of, or formerly of, William Hoxter, on the southerly side and westerly side by the lands of, or formerly of, John A. Gardner, and on the north by the aforesaid State Road, and more particularly described as follows:

BEGINNING for the lot hereby conveyed at a stone set in the ground on the southerly side of said State Highway at a point where this lot corners with the lands of, or formerly of, William Hoxter, and running thence in a westerly direction a distance of 70 feet and running thence in a southerly direction of 300 feet to a point, and thence running in an easterly direction of 70 feet to the Hoxter lot thence with the said Hoxter lot in a northerly direction a distance of 300 feet to the place of beginning. CONTAINING 21,000 square feet of land, more or less.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Guaranteed Realty Corporation unto the Mortgagors herein.

Together with the improvements thereon, and the rights, or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage; and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the -20th- day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereof. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall

shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there by), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

JOSEPH J. WALBERT (SEAL)
(Joseph J. Walbert)

ELSIE CURTIS
ELSIE CURTIS

ANNA MAE WALBERT (SEAL)
(Anna Mae Walbert)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife, the mortgagor(s), named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, JOHN L. FISHER, President of Qurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

My commission expires on May 6, 1957
Notary
Public
Seal.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied

from Liber T.S.P. No. 24, folio 216, a Land Record for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 29th day of May in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN

Clerk

MILITARY AFFIDAVIT

Filed May 29, 1961

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Docket _____ Folio _____

Case No. 4380

Filed May 29, 1961

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

DWIGHT F. BRUNK
Affiant.

Subscribed and sworn to before me
this 26th day of May 1961.

HAZEL E. MORGAN
Notary Public
Hazel E. Morgan

NOTARY
PUBLIC
SEAL.

STATEMENT OF MORTGAGE DEBT

Filed May 29, 1961

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife

DOCKET _____ FOLIO _____

CASE NO. 4380

FILED May 29, 1961

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from JOSEPH J. WALBERT ANNA MAE WALBERT, his wife, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 28th day of September, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 24, Folio 216.

Original Loan -----	\$6,300.00
Amount repaid -----	<u>1,037.33</u>
Loan balance -----	\$5,262.67
Expense Account credit -----	<u>30.41</u>
	\$5,232.26
Interest on unpaid principal of Mortgage	
Debt to August 26, 1961, at 6% (per	
Art. 66, Sec. 8, 1957 Code) provided	
Auditor's Account is not ratified	
prior to August 26, 1961 -----	<u>179.43</u>
	\$5,411.69

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal.

By DWIGHT F. BRUNK
Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of May in the year nineteen hundred and Sixty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

NOTARY PUBLIC SEAL.

HAZEL E. MORGAN
Notary Public
Hazel E. Morgan

DECREE FOR SALE OF MORTGAGED PREMISES

Filed May 31, 1961

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife

DOCKET _____ FOLIO _____
CASE NO. 4380
FILED _____
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

DECREE FOR SAKE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 31st day of May in the year nineteen hundred and Sixty-one by the Circuit Court for QUEEN ANNE'S County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said morrgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$2,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in QUEEN ANNE'S County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall be a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his her or their heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity

wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an Additional Bond.

THOS J. KEATING JR.
Judge

Filed May 31, 1961

CERTIFIED COPY OF BOND

Filed June 26, 1961

Queen Anne's County, to wit: Be it remembered that on this Twenty-sixth day of June in the year nineteen hundred and sixty-one the following Bond was filed for record, to wit:

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

BOND NO.
L _ L) _ L

Aurora Federal Savings and Loan
Association

verses

Joseph J. Walbert and Anna Mae
Walbert, his wife

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26th day of June in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDED William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Joseph J. Walbert and Anna Mae Walbert, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

ELSIE CURTIS

CAROL A. SEITZ

Witness-as-to-Surety

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By ROBERT J. NOETH
Robert J. Noeth
Attorney in fact.

Corporate
Seal

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 111, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 26th day of June in the year nineteen hundred and sixty-one.

Circuit
Court
Seal

T. SORDEN PIPPIN

Clerk

REPORT OF SALE

Filed July 10, 1961

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4380
	:	IN THE
-vs-	:	CIRCUIT COURT
JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife	:	FOR QUEEN ANNE'S COUNTY
		IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 27, 1961, at 1.30 o'clock, P.M. (Daylight Saving Time), and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property to WILLIAM L. HOXTER and CATHERING E. HOXTER, his wife, they being then and there the highest bidder therefor, at and for the sum of Four Thousand Eight Hundred and 00/100 (\$4,800.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certifies that he believes said purchasers will pay the purchase money for said property and that they will fully comply with the terms of sale, upon ratification of the sale by the Court.

This Report states the amount of sale to be Four Thousand Eight Hundred and 00/100 (\$4,800.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed July 10, 1961

CERTIFICATE OF PUBLICATION OF SALE

Filed July 10, 1961

WILLIAM F. PODLICH, Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

ATTORNEY'S SALE
of
VALUABLE IMPROVED FEE SIMPLE
REAL ESTATE
SITUATED

On the south side of U.S. Route #50, East of Chester in the 4th Election District of Queen Anne's County, Maryland.

By Decree of the Circuit Court of Queen Anne's County, passed in a cause entitled AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife, the undersigned Trustee, will sell at Public Auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, JUNE 27, 1961
at
1:00 o'clock P.M.
Daylight Saving Time

all the following described property in the Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

ALL that lot or parcel of land, being a part of the "Martin L. Jones" property, situate, lying and being east of and near the Village of Chester and located on the left or southerly side of the State Highway now known as The Eastern Shore Boulevard, or Route No. U.S. 50, or the present State Road leading from the Kent Island Narrows to Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and bounded on the easterly side by the property of, or formerly of, William Hoxter, on the southerly side and westerly side by the lands of, or formerly of, John A. Gardner, and on the north by the aforesaid State Road, and more particularly described as follows:

BEGINNING for the lot hereby conveyed at a stone set in the ground on the southerly side of said State Highway at a point where this lot corners with the lands of, or formerly of, William Hoxter, and running thence in a westerly direction a distance of 70 feet and running thence in a southerly direction a distance of 300 feet to a point, and thence running in an easterly direction a distance of 70 feet to the Hoxter lot thence with the said Hoxter lot in a northerly direction a distance of 300 feet to the place of beginning. CONTAINING 21,000 square feet of land, more or less.

Improved by a one and one-half story frame dwelling house, containing five rooms and one bath.

The above described property will be sold subject to the conditions, restrictions, limitations and agreements of record affecting same.

TERMS: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale; balance in CASH upon ratification of sale by the Court; said balance to bear interest at six per cent from date of sale. Federal and State Documentary Stamps are to be paid by purchaser. All taxes and other public dues and charges, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall be adjusted to date of sale.

Joseph Jackson, Jr., Auctioneer

WILLIAM F. PODLICH, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 10, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ATTORNEY'S SALE in the case/estate of William E. Podlich vs Joseph J. Walbert and Anna Mae Walbert a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 27th day of June 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of June 1961, and the last insertion on the 22nd day of June, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE L. COLEMAN

Filed July 10, 1961

ORDER NISI ON SALE

Filed July 10, 1961

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Joseph J. Walbert and
Anna Mae Walbert, his wife

) In the Circuit Court
)
) for Queen Anne's County

) In Equity

) Cause No. 4380

ORDERED, this 10th. day of July, 1961, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 10th. day of August, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd. day of August, 1961.

The report states the amount of sales to be \$4,800.00

Filed July 10, 1961

T SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Aug. 16, 1961

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Joseph J. Walbert and
Anna Mae Walbert, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4380

ORDERED, this 10th day of July, 1961, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 10th day of August, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd day of August, 1961.

The report states the amount of sales to be \$4,800.00.

Filed July 10, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 15, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case/estate of Aurora Federal Savings and Loan Assoc. vs. Joseph J. Walbert and Anna Mae Walbert, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 3rd day of August, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of July 1961, and the last insertion on the 27th day of July, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULING K. COLEMAN

Filed August 16, 1961

FINAL ORDER OF RATIFICATION

Filed Aug. 21, 1961

FINAL ORDER OF RATIFICATION

ORDERED This 21st day of August, 1961, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for, to the Auditor.

EDWARD D E ROLLINS SR.
JUDGE

Filed Aug. 21, 1961

AUDIT

Filed Sept. 21, 1961

Aurora Federal Savings
and Loan Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

Joseph J. Walbert,
et. al.

No. 4380

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee under decree of this Court of May 31st last, to make the sale of the mortgaged premises sold in this cause; and wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$1,252.35.

2. That in the within account, the trustee and vendor is charged with the proceeds of sale and the interest which accrued on the unpaid balance of purchase money; and thereafter allowed, as expenses of sale, the following, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the vendor's share of state and county taxes for the year 1961, his fee for his services and commissions, as per terms of the decree of this court and of the mortgage, the fee of your auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 19, 1961

Cause No. 4380

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, appointed by decree of this Court to make the sale in the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1961			
Jun 27	By proceeds of the sale of land, per report of vendor, to wit:-----		\$4,800.00
	By interest on unpaid balance of purchase price, per statement		
	of vendor, to wit:-----		53.75
	By gross proceeds of said sale, to wit:-----		\$4,853.75

Dr.

To William F. Podlich, Trustee (and vendor), per decree and terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$35.00	
2-His commissions for making sale-----	<u>390.00</u>	\$425.00
To do., for an amount due T. Sorden Pippin, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk ----	\$29.60	
2-Appearance fee of Wm. F. Podlich, Attorney -----	<u>10.00</u>	39.60
To do., for an amount paid Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond of the trustee's filed in this cause, per receipt exhibited, to wit:-----		22.00
To do., for an amount paid J. A. Jackson, Jr., Auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:-----		25.00
To do., for amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing notice of sale	\$93.50	
2-Costs of publishing order nisi of sale-----	<u>12.00</u>	105.50
To do., for an allowance for vendor's share of 1961 state and county taxes on real estate sold in these proceedings for 5 months and 27 days, to wit:-----		26.81

September 19, 1961

J THOMAS CLARK
Auditor

To do., for costs of publishing the
audit nisi to be passed as to this
audit in the Queen Anne's Record-
Observer, the sum of----- \$ 10.00

To J. Thomas Clark, auditor, for
stating this audit, the sum of----- 40.50

To Aurora Federal Savings and Loan
Association as a partial payment
on the indebtedness due under
terms of the mortgage fore-
closed herein in the sum of \$5411.69,
as per statement of mortgage in-
debtedness filed in this cause, the
balance or the sum of----- 4159.34

\$4853.75 \$4,853.75

September 19, 1961

J THOMAS CLARK
Auditor

Filed Sept. 21, 1961

NISI RATIFICATION OF AUDIT

Filed Sept. 21, 1961

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan Association,)
) In the Circuit Court
 vs.) for Queen Anne's County
) In Equity
 Joseph J. Walbert and)
 Anna Mae Walbert, his wife) Cause No. 4380

ORDERED, this 21st day of September, 1961, that the report and
account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or
after the 13th day of October 1961, unless cause to the contrary thereof be pre-
viously shown; provided a copy of this order be inserted in some newspaper published
in Queen Anne's County, Maryland, once in each of two successive weeks before the
6th day of October, 1961.

T. SORDEN PIPPIN Clerk

Filed Sept. 21, 1961

NISI RATIFICATION OF AUDIT

Filed Oct. 23, 1961

NISI RATIFICATION OF AUDIT

Aurora Federal Savings
and Loan Association

vs.

Joseph J. Walbert and
Anna Mae Walbert, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4380

ORDERED, this 21st day of September, 1961, that the report and
account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or af-
ter the 13th day of October, 1961, unless cause to the contrary thereof be previously
shown; provided a copy of this order be inserted in some newspaper published in Queen
Anne's County, Maryland, once in each of two successive weeks before the 6th day of
October, 1961.

T. SORDEN PIPPIN, Clerk

Filed Sept. 21, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 20, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of Joseph J. Walbert and Anna Mae Walbert, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 6th day of October, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of Sept. 1961, and the last insertion on the 5th day of October 1961.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Oct. 23, 1961

FINAL RATIFICATION OF AUDIT

Filed Oct. 23, 1961

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOSEPH J. WALBERT and ANNA MAE WALBERT, his wife

: IN THE
: CIRCUIT COURT
: FOR
: QUEEN ANNE'S COUNTY
: IN Equity
: Equity No. 4380

FINAL RATIFICATION OF AUDIT.

O R D E R E D, This 23rd day of October, 1961, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, that the within and foregoing Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and WILLIAM F. PODLICH, Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J. KEATING JR.
Judge

Filed Oct. 23, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-first day of November, in the year nineteen hundred and sixty, the following ORDER TO DOCKET SUIT was filed for record, to wit:

JAMES E. THOMPSON, JR.,
Assignee for the Purpose
of Collection by Foreclosure
or Otherwise
117 Lawyers Row
Centreville, Maryland

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IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

In Equity No. 4353

MARJORY T. EYRE, Surviving
Tenant by the Entirety
Queenstown, Maryland, now
residing at 228 Prospect Street
Westfield, New Jersey

ORDER TO DOCKET SUIT

TO T. SORDEN PIPPIN, CLERK

MR. CLERK:

Please docket suit for the foreclosure of the Mortgage from Louis J. Eyre (now deceased) and Marjory T. Eyre, his wife, to The Stevensville Bank of Maryland, now Tidewater Bank, dated January 17, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P., No. 26, folio 64, etc., said Mortgage having been assigned unto John W. Truver, by assignment dated September 7, 1960, recorded September 7, 1960, in Liber T.S.P., No. 56, folio 436, a Land Record Book for Queen Anne's County, Maryland, and thereafter duly assigned to James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise, default having occurred in the terms and provisions of said Mortgage by non-payment of principal and interest, failing to keep insured and abandoning the property and allowing the same to deteriorate, and file in said cause a certified copy of the Mortgage and Assignments above-referred to marked Assignee's Exhibits Nos. 1, 2 and 3.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Assignee for the Purpose
of Collection by Foreclosure
or otherwise
Centreville, Maryland

Filed Nov. 21, 1960

MILITARY AFFIDAVIT

Filed Nov. 21, 1960

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

THIS IS TO CERTIFY that on this 21st day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the purpose of collection by foreclosure or otherwise, and made oath in due form of law that after diligent inquiry it has been found that Marjory T. Eyre, surviving tenant by the entirety, Queenstown, Queen Anne's County, Maryland, now residing at 228 Prospect Street, Westfield New Jersey, who is the present owner of the real estate mentioned in the Mortgage hereinabove referred to, is not now in the Military Service of the United States as defined by the Soldiers and Sailors Relief Act, nor has she been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

BEVERLY C. LARRIMORE
Notary Public

Filed Nov. 21, 1960

STATEMENT OF MORTGAGE DEBT

Filed Nov. 21, 1960

JAMES E. THOMPSON, JR.
Assignee for the Purpose
of Collection by Foreclosure
or Otherwise
117 Lawyers Row
Centreville, Maryland

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IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

MARJORY T. EYRE, Surviving
 Tenant by the Entirety
 Queenstown, Maryland, now
 residing at 228 Prospect Street,
 Westfield, New Jersey

*

*

*

*

In Equity No. 4353

STATEMENT OF MORTGAGE DEBT

Amount paid Tidewater Bank for the Assignment of said Mortgage by John W. Truver -----	\$5,578.71
Interest from September 7, 1960, to December 21st, 1960 -----	\$ 79.60
Interest for 60 days from date of sale in accordance with Article 66, Section 7 (a) Annotated Code of Maryland -----	\$ 46.05
Amount expended for preservation of property -----	\$ 330.00
Insurance Premiums -----	\$ 50.00
TOTAL AMOUNT DUE UNDER SAID MORTGAGE -----	\$6,084.36

STATE OF MARYLAND)
) TO WIT:
 QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY that on this 21st day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, and made oath in due form of law that the foregoing is a true statement of the Mortgage debt due from Louis J. Eyre (now deceased) and Marjory T. Eyre, his wife, as Mortgagors, under the Mortgage mentioned and described in the said statement to the best of his knowledge and belief.

WITNESS my hand and seal.

NOTARY
 PUBLIC
 SEAL.

BEVERLY C. LARRIMORE
 Notary Public

Filed Nov. 21, 1960

ASSIGNEE'S EXHIBIT No. 1

Filed Nov. 21, 1960

LIBER 26 PAGE 64

#36,954

RECEIVED FOR RECORD Jan 17, 1956

THIS PURCHASE MONEY MORTGAGE, Made this 17th day of January in the year nineteen hundred and fifty-six, by LOUIS J. EYRE and MAJORY T. EYRE, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Louis J. Eyre and Marjory T. Eyre, his wife, are justly indebted unto The Stevensville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00), for money this day loaned to them by the said body corporate to complete the payment of a part of the balance of the purchase money for the hereinafter described property, and for which the said Louis J. Eyre and Marjory T. Eyre, his wife, have passed unto the said body corporate their promissory note for the said sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00), signed by themselves, bearing even date herewith and payable THREE (3) MONTHS after date to the said body corporate at its banking house at Stevensville, Queen Anne's County, Maryland, with interest at the rate of FIVE PER CENTUM (5%) per annum; payable quarterly;

AND WHEREAS, at the time of the making of said loan, it was agreed as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon, as evidenced by the said promissory note, and any and every renewal and part renewal of the said promissory note, including renewal of renewals, in whole or in part, that may hereafter be made, so long as the said body corporate may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00), and all interest to accrue thereon is fully paid provided that the time for repayment of the aforesaid indebtedness, and the interest to accrue thereon, shall not extend beyond the 17th day of January, 1957;

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Louis J. Eyre and Marjory T. Eyre, his wife, do hereby grant and convey unto the said body corporate, The Stevensville Bank of Maryland, its successors and assigns, in fee simple, the following described real

estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, at or near what is known as the Public Landing (on Wye River) in or near the village of Bryantown, on the easterly side of the public road leading from the Queenstown-Guys or Bryantown-Bennett's Point public road at Wrightson's Corner to the public landing, Wye River, bounded on the North by the property of George Henry Williams, on the East by the property of Owen Yewell and a branch or cove of the Wye River, on the South by the property of the Public Landing on Wye River, and on the West by the said Public Road;

BEING the same and all of the land which was granted and conveyed unto the said Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, by Sarah Anne Marshbank, single lady, by deed of conveyance bearing date the 6th day of March, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.SP. No. 9, at folio 304; and being also the same and all of the land and premises which was granted and conveyed unto the said Louis J. Eyre and Marjory T. Eyre, his wife, as tenants by the entirety, by Robert R. Marshbank and Olive S. Marshbank, his wife, by deed of conveyance bearing even date herewith and recorded, or intended to be recorded among the Land Records of Queen Anne's County, State of Maryland immediately preceding these presents.

TOGETHER with buildings and improvements thereupon 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 any wise appertaining.

PROVIDED, that if the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee, The Stevensville Bank of Maryland, its successors or assigns, the aforesaid sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) - and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein and their part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their -- heirs and assigns, shall possess said property.

AND the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, its successors, assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, The Stevensville Bank of Maryland, its successors, or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of the said indebtedness - secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, The Stevensville Bank of Maryland, its successors, or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagors should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee, The Stevensville Bank of Maryland, its successors, or assigns, or B.H. Turner, Jr. & Edward Turner, their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County - and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of THIRTY FIVE (\$35.00) Dollars;

SECOND, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not.

THIRD, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee, The Stevensville Bank of Maryland, its successors or assigns, or N.H. Turner & Edward Turner, their said Attorneys, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the

tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, - their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, - their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors:

TEST: (as to Mortgagors)

GLADYS S. FOSTER

LOUIS J EYRE (SEAL)
Louis J. Eyre

GLADYS S. FOSTER

MARJORY T. EYRE (SEAL)
Marjory T. Eyre

STATE OF MARYLAND :

to wit:

County of QUEEN ANNE'S :

I HEREBY CERTIFY that on this 17th day of January, in the year one thousand nine hundred and fifty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Louis J. Eyre and Marjory T. Eyre, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

AND at the same time also personally appeared Edward Turner, Agent for the Stevensville Bank of Maryland, the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent to make this affidavit.

WITNESS my hand and notarial seal the day and year las above written.

NOTARY
PUBLIC
SEAL.

GLADYS SPENCE FOSTER
Notary Public

ASSIGNMENT of above mortgage is recorded in Liber T.S.P. No. 56, folio 436, a Land Record Book for Queen Anne's County.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of November 1960, the following Assignment was brought to be recorded, to wit:

Re 53905 ASSIGNMENT OF MORTGAGE FOR FORECLOSURE

Whereas a mortgage dated January 17, 1956 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 26, Page 64, was assigned unto John W. Truver by the Stevensville Bank of Maryland, and

Whereas, it is now desirable to foreclose under this Mortgage for purposes of collection by foreclosure or otherwise, I hereby assign the within and foregoing mortgage to James E. Thompson, Jr.

WITNESS my hand and seal this 21st. day of November, 1960.

WITNESS:

BEVERLY C. LARRIMORE

JOHN W. TRUVER (SEAL)
John W. Truver

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 26, folio 64, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 21st day of November in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

ASSIGNEE'S EXHIBIT NO. 2

Filed Nov. 21, 1960

#44,845

RECEIVED FOR RECORD Sept. 13, 1960

LIBER 56 PAGE 436

THIS ASSIGNMENT, made this 7th day of September, 1960, by Tidewater Bank, a body corporate of the State of Maryland; B. Hackett Turner, and Edward Turner, Attorneys named in the hereinafter described mortgage, of Queen Anne's County, State of Maryland, parties of the first part; and John W. Truver of the City of Washington, District of Columbia, party of the second part;

WHEREAS, the Tidewater Bank (formerly known as The Stevensville Bank of Maryland) is the holder of a certain mortgage from Louis J. Eyre (now deceased) and Marjory T. Eyre, his wife, dated January 17, 1956 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 26 at folio 64, etc.

AND WHEREAS, default having occurred in the terms and provisions of said mortgage the said B. Hackett Turner and Edward Turner, Attorneys named therein, did institute foreclosure proceedings, Chancery No. 4332 in the Circuit Court for Queen Anne's County, against Marjory T. Eyre, the surviving tenant by the entirety of the property described in said mortgage, on August 16, 1960, for the purpose of collecting the balance due on said mortgage debt;

AND WHEREAS, the party of the second part has purchased said mortgage from the parties of the first part;

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH: that for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY ONE CENTS the said parties of the first part, Tidewater Bank, B. Hackett Turner and Edward Turner, Attorneys named in mortgage, do hereby grant, convey, assign, transfer and deliver unto the party of the second part, John W. Truver, his heirs and assigns, all their right, title, interest, benefit and estate in and to the aforesaid mortgage to the extent of the unpaid principal and interest due and payable thereunder, and costs and expenses incident to the hereinabove described foreclosure proceedings in the amount of FIVE THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY ONE CENTS accounting to the day of September, 1960, without recourse.

WITNESS the hand of J. Dudley Sparks, Sr., President of Tidewater Bank, and its corporate seal hereto affixed, both duly acknowledged.

WITNESS the hands and seals of B. Hackett Turner and Edward Turner, Attorneys named in mortgage.

ATTEST:

THURMAN P. JEFFERSON
Its Cashier

WITNESS:

VIRGINIA S. WHITE

VIRGINIA S. WHITE

TIDEWATER BANK

BY J. DUDLEY SPARKS SR
President Corporate Seal

(Place corporate seal here)

B. HACKETT TURNER (SEAL)
B. Hackett Turner

EDWARD TURNER (SEAL)
Edward Turner

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. DUDLEY SPARKS, SR., President of Tidewater Bank, and he did acknowledge the foregoing Assignment to be his act.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

My commission expires May 1, 1961.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared B. Hackett Turner and Edward Turner, and they did acknowledge the foregoing Assignment to be their respective act.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

My commission expires May 1, 1961.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 56, folio 435, a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 21st day of November in the year nineteen hundred and sixty.

Clerk

CERTIFIED COPY OF BOND

Filed Dec. 20, 1960

Queen Anne's County, to wit: Be it remembered that on this Twentieth day of December in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

JAMES E. THOMPSON, JR., ASSIGNEE
FOR THE PURPOSE OF COLLECTION BY
FORECLOSURE OR OTHERWISE

*

vs.

*

Bond of Attorney to

MARJORY T. EYRE, Surviving
Tenant by the Entirety
Queenstown, Maryland, but now
residing at 228 Prospect Street
Westfield, New Jersey

*

SELL REAL ESTATE

*

*

KNOW ALL MEN BY THESE PRESENTS, that we, James E. Thompson, Jr., of Centreville, Queen Anne's County, Maryland, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), to be paid to the said State, or its certain attorney, for which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of December, 1960;

WHEREAS, the above James E. Thompson, Jr., by virtue of the power contained in a Mortgage dated January 17, 1956, recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 26, folio 64, from Louis J. Eyre and Marjory T. Eyre, his wife, to The Stevensville Bank of Maryland, now Tidewater Bank, said Mortgage having been assigned unto John W. Truver, by Assignment dated September 7, 1960, recorded September 13, 1960, in Liber T.S.P. No. 56, folio 436, a Land Record Book for Queen Anne's County, Maryland, and thereafter duly assigned to James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise, by Assignment dated November 21, 1960, recorded November 21, 1960 in Liber T.S.P. No. 26, folio 66, a Land Record Book for Queen Anne's County, Maryland, is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified, and in the condition and covenants therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James E. Thompson, Jr., does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

JAMES E. THOMPSON, JR. (SEAL)
James E. Thompson, Jr.

J THOMAS CLARK

FIDELITH AND DEPOSIT COMPANY OF MARYLAND

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Dec. 20, 1960

T. Sorden Pippin, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 63, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 20th day of December in the year nineteen hundred and sixty.

Circuit
Court
Seal

T. SORDEN PIPPIN

Clerk

REPORT OF SALE

Filed Dec. 27, 1960

JAMES E. THOMPSON, JR.
Assignee for the Purpose of
Collection by Foreclosure
or Otherwise
117 Lawyers Row
Centreville, Maryland

*

IN THE CIRCUIT COURT FOR

*

QUEEN ANNE'S COUNTY

*

In Equity No. 4353

*

vs.
 MARJORY T. EYRE, Surviving
 Tenant by the Entirety
 Queenstown, Maryland

*
 *
 *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, unto your Honors, respectfully sets forth:

That default having occurred in the terms of a Mortgage dated January 17, 1956, recorded among the Land Records of Queen Anne's County, in Liber T.S.P., No. 26, folio 64, from Louis J. Eyre and Marjory T. Eyre, his wife, to The Stevensville Bank of Maryland, now Tidewater Bank, said Mortgage having been assigned unto John W. Truver, by Assignment dated September 7, 1960, recorded September 13, 1960, in Liber T.S.P., No. 56, folio 436, a Land Record Book for Queen Anne's County, Maryland, and thereafter duly assigned to James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise, by Assignment dated November 21, 1960, recorded November 21, 1960, in Liber T.S.P., No. 26, folio 66, a Land Record Book for Queen Anne's County, Maryland, the undersigned Assignee, after docketing suit for foreclosure, and advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before December 21st, 1960, in accordance with a Certificate of Advertisement attached hereto and made a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, did attend, in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Wednesday, December 21st, 1960, at 3:00 o'clock, P.M. (EST) and, after reading the attached advertisement and having the auctioneer cry the sale for a considerable length of time, did sell said real estate unto Irvin G. Hoyt, M.D., Queenstown, Maryland, at and for the sum of Twelve Thousand Dollars (\$12,000.00), said real estate being described as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, at or near what is known as the Public Landing (on Wye River) in or near the village of Bryantown, on the easterly side of the public road leading from the Queenstown-Guys or Bryantown-Bennett's Point public road at Wrightson's Corner to the Public Landing, Wye River, bounded on the North by the property of George Henry Williams, on the East by the property of Owen Yewell and a branch or cove of the Wye River, on the South by the property of the Public Landing on Wye River, and on the West by the said Public Road.

BEING the same and all of the land and premises which was granted and conveyed unto Louis J. Eyre and Marjory T. Eyre, his wife, as tenants by the entireties, by Robert R. Marshbank and Olive S. Marshbank, his wife, by deed of conveyance bearing date January 17, 1956, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber T.S.P., No. 26, folio 62. The said Louis J. Eyre having departed this life on April 21, 1960, said property vested absolutely in the said Marjory T. Eyre.

The Purchaser has given a check to your Assignee in the amount of \$4,000.00, and it is believed that he will comply with the other terms of sale upon ratification of the sale by this Court.

The Report states the amount of the sale to be Twelve Thousand Dollars (\$12,000.00), and your Assignee believes said price is the best price obtainable for said property.

Respectfully submitted,

JAMES E. THOMPSON JR
 James E. Thompson, Jr., Assignee
 for the Purpose of Collection
 by Foreclosure or Otherwise

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY that on this 27th day of December, 1960, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr., Assignee of the aforesaid Mortgage for the purpose of collection by foreclosure or otherwise, and did make oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

T. SORDEN PIPPIN
 T. Sorden Pippin
 Clerk of the Circuit Court for
 Queen Anne's County

Filed Dec. 27, 1960

CERTIFICATE OF ADVERTISEMENT
 Filed Dec. 27, 1960

ATTORNEY'S SALE
OF VALUABLE REAL ESTATE

Situated on a Beautiful Cove Just Off Wye River
In Wye Island Area and in the Hunting and Fishing
Section of Queen Anne's County, Maryland

The undersigned attorney, assignee, for the purpose of foreclosure, under and by virtue of an assignment of a mortgage dated January 17, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 26, folio 64, etc., from Louis J. Eyre and Marjory T. Eyre, his wife, to The Stevensville Bank of Maryland, now Tidewater Bank, the said mortgage being now in default will offer at Public Sale to the highest bidder, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on

WEDNESDAY, DECEMBER 21, 1960

at 3:00 P.M. (E.S.T.) the following described real estate, to wit:

All that lot or parcel of land, situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, at or near what is known as the Public Landing (on Wye River) in or near the village of Bryantown, on the easterly side of the public road leading from the Queenstown-Guys or Bryantown-Bennett's Point public road at Wrightson's Corner to the Public Landing, Wye River, bounded on the North by the property of George Henry Williams, on the East by the property of Owen Yewell and a branch or cove of the Wye River, on the South by the property of the Public Landing on Wye River, and on the West by the said Public Road.

Being the same and all of the land and premises which was granted and conveyed unto Louis J. Eyre and Marjory T. Eyre, his wife, as tenants by the entireties, by Robert R. Marshbank and Olive S. Marshbank, his wife, by deed of conveyance bearing date January 17, 1956, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber T.S.P. No. 26, folio 62. The said Louis J. Eyre having departed this life on April 21, 1960, said property vested absolutely in the said Marjory T. Eyre.

The above described property is improved by: One two-story frame dwelling house with fireplace in living room; gas floor furnace; two bedrooms; one full bath and bath with shower. One frame workshop and tool shed with space for storage of fireplace wood and garden tools. Beautiful shrubbery, including valuable boxwood planting and shade trees.

TERMS OF SALE: One-third of the purchase money will be required in cash on the day of sale and the balance will be payable in cash upon ratification of the sale by the Circuit Court for Queen Anne's County, in equity, said balance to bear interest at the rate of Six Per Cent (6%) from date of sale.

Taxes and other public charges will be adjusted to the day of sale and all title papers and revenue stamps to be at the purchaser's expense.

Possession will be given upon ratification of sale.

JAMES E. THOMPSON, JR.,
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 23, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of Louis J. Eyre and Marjory T. Eyre a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 21st day of December, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of November 1960, and the last insertion on the 15th day of December, 1960

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By B. BISCOE

Filed Dec. 27, 1960

ORDER NISI

Filed Dec. 27, 1960

ORDER NISI ON SALE

JAMES E. THOMPSON, JR.
Assignee for purpose of collection by
foreclosure or otherwise

vs.

MARJORY T. EYRE, Surviving Tenant by
the Entirety

) In the Circuit Court
) for Queen Anne's County

) In Equity

) Cause No. 4353

ORDERED, this 27th. day of December, 1960, that the sale of real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 27th. day of January, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th. day of January, 1960.

The report states the amount of sales to be \$12,000.00.

T. SORDEN PIPPIN Clerk

Filed December 27, 1960

ORDER NISI

Filed Dec. 27, 1960

ORDER NISI ON SALE

JAMES E. THOMPSON, JR.,
Assignee for purpose of collection by
foreclosure or otherwise

vs.

Marjory T. Eyre, Surviving Tenant by the
Entirety

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4353

ORDERED, this 27th. day of December, 1960, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 27th. day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th. day of January, 1961

The report states the amount of sales to be \$12,000.00.

T. SORDEN PIPPIN Clerk

Filed December 27, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed Feb. 3, 1961

ORDER NISI ON SALE

James E. Thompson, Jr.,
Assignee for purpose of collection by
foreclosure or otherwise

vs.

Marjory T. Eyre
Surviving Tenant by the Entirety

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4353

ORDERED, this 27th day of December, 1960, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 27th day of January, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th day of January, 1961.

The report states the amount of sales to be \$12,000.00.

T. SORDEN PIPPIN, Clerk

Filed: December 27, 1960.

True Copy

Test:

T. SORDEN PIPPIN Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 3, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Marjory T. Eyre a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper

printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 20th day of January, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of January 1961, and the last insertion on the 19th day of January, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed Feb. 3, 1961

FINAL ORDER OF RATIFICATION OF SALE

Filed Feb. 3, 1961

JAMES E. THOMPSON, JR. Assignee for the Purpose of Collection by Foreclosure or otherwise 117 Lawyers Row Centreville, Maryland

vs.

MARJORY T. EYRE, Surviving Tenant by the Entirety Queenstown, Maryland

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4353

FINAL ORDER OF RATIFICATION OF SALE

ORDERED this 3rd day of February, 1961, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or otherwise, in this cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been duly given as required by the preceding order nisi heretofore passed in this cause; that the proceedings in the above-entitled cause be forthwith referred to the regular auditor of this Court to state an audit of the proceeds of said sale; and that James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or otherwise, as aforesaid, is allowed the usual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefor before the auditor.

THOS J. KEATING JR. JUDGE

Filed Feb. 3, 1961

AMENDED STATEMENT OF DEBT

Filed Feb. 11, 1961

JAMES E. THOMPSON, JR. et al

vs.

MARJORY T. EYRE, et al

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4353

AMENDED STATEMENT OF MORTGAGE DEBT

Table with 2 columns: Description of debt items and Amount. Items include: Amount paid Tidewater Bank for the Assignment of said Mortgage by John W. Truver (\$5,578.71), Interest from September 7, 1960, to December 21st, 1960 (\$79.60), Interest for 60 days from date of Sale in Accordance with Article 66, Section 7 (a) Annotated Code of Maryland (\$46.05), 10% Attorney's commissions for collection on balance due on principal and interest, per terms of note secured by Mortgage foreclosed in this cause (\$560.43), Amount expended for preservation of property (\$370.00), Insurance Premiums (\$50.00), TOTAL AMOUNT DUE UNDER SAID MORTGAGE (\$6,684.79).

STATE OF MARYLAND) TO WIT: QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY that on this 11th day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, and made oath in due form of law that the foregoing is a true Amended Statement of the Mortgage Debt due from Louis J. Eyre (now deceased) and Marjory T. Eyre, his wife, as Mortgagors, under the Mortgage mentioned and described in the said statement to the best of his knowledge and belief.

WITNESS my hand and seal.

NOTARY
PUBLIC
SEAL.

BEVERLY C. LARRIMORE
Notary Public

Filed Feb. 11, 1961

AUDIT

Filed Feb. 23, 1961

JAMES E. THOMPSON, JR.
ASSIGNEE, etc.

vs.

MARJORY T. EYRE, SURVIVING
TENANT BY THE ENTIRETY

: IN THE CIRCUIT COURT FOR

: QUEEN ANNE'S COUNTY

: IN EQUITY

: NO. 4353

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor unto your Honors, respectfully represents:

1. That the within account is stated at the request of James E. Thompson, Jr., Assignee, etc., (and vendor) in these foreclosure proceedings, wherein it appears that the proceeds were more than sufficient to pay the costs of these proceedings and the amount due under the mortgage foreclosed herein. The surplus proceeds in the sum of \$4,955.56 was directed to be paid to Marjory T. Eyre, surviving mortgagor and tenant by the entirety.

2. That in the within account, the vendor is charged with the proceeds of sale, and is allowed thereafter, the following expenses of sale, to wit: Court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, state and county taxes on realty sold herein for year 1960 and for one month of 1961, the fee of your auditor, for stating this audit, the vendor's fee for his services and his commissions for making the sale, per the terms of the mortgage, and the payment of sums due under the mortgage as per a statement of mortgage debt as made by your Auditor.

3. That your Auditor did find it necessary to take testimony in this cause in order to state this audit, and thereafter, after first swearing Marcy Foster Collier, the Stenographer, on February 18th, 1961, at 11:00 o'clock A.M. did, after also swearing the witnesses, proceed to take the testimony of Edward Turner, one of the attorney's named in mortgage, who was involved in a foreclosure suit filed in this court previously of the same mortgage entitled "B. Hackett Turner and Edward Turner, Attorneys named in Mortgage vs. Marjory T. Eyre, surviving tenant by the entirety" being cause No. 4332, and the testimony of James E. Thompson, Jr., the Assignee of the foreclosure suit of the same mortgage foreclosed in this cause, said testimony being marked Exhibit A and B respectively. From this testimony, it was shown that the amount of the principal mortgage debt at the time of the filing of the foreclosure suit in Cause No. 4332 was in the sum of \$4,650.00, and that added to such sum was interest for several periods on said indebtedness, payment of certain fire insurance premiums on the dwelling covered by the mortgage, commissions provided for in the note secured by the Mortgage and also authorized to be paid by said mortgage, plus the expenses incurred after suit for foreclosure was docketed up to the time of assignment of said mortgage, as well as one half of trustee's commissions allowable under rule of court and provided in said mortgage, all of which matters are more fully set forth in the testimony of said Edward Turner, and that said mortgage was assigned in the sum of \$5,578.71; however, the difference between the principal debt and the amount of assignment being interest, expenses and commissions. That this mortgage after assignment on September 7, 1960, was again foreclosed under suit docketed on November 21, 1960, and the same was sold at public sale on December 21, 1960, in the present cause. The testimony of James E. Thompson, Jr., Assignee of said mortgage shows that the Amended Statement of Debt filed in this cause was figured as to interest at the rate of 6% on the entire amount so assigned or the sum of \$5,578.71, and that commissions, as per terms of note, were claimed on the amount the mortgage was assigned for plus interest, as set forth therein. Also, in the said statement of debt, there was an additional claim for monies expended for preservation of property, which the testimony disclosed was as follows, painting house outside two coats \$300.00, painting inside of house two coats \$40.00, cutting grass on premises around the house \$30.00, and draining pipes in house to keep from freezing \$10.00, which came to the total sum of \$380.00, rather than \$370.00 as shown in said statement without itemization. Also, included in said statement was the costs for payment of two premiums on fire insurance policies long overdue on the dwelling located on the mortgaged premises, in the sum of \$50.00.

From this testimony, your Auditor has made an Auditor's Statement.

of Debt and attached to the same is a copy of the original note filed in Cause No. 4332, preciously referred to, and marked the same Exhibit C to this report. That in the within statement, your Auditor has allowed the amount said mortgage was assigned in the sum of \$5,578.71, interest on the principal mortgage debt in the sum of \$4,650.00 at the rate of 5% in the total sum of \$106.56, commissions as provided by the note and mortgage foreclosed herein at the rate of 10% on the aforesaid interest only in the sum of \$10.66, the sum of \$50.00 for premiums paid on fire insurance policies on improvements located on said mortgage mortgage premiums and the sum of \$10.00 to drain the pipes and the buildings to keep the same from freezing and bursting. That the reason for the Auditor's Statement of Debt and on which this Account is based was becside of the fact that it was believed in this manner that it would be more helpful to this Court. That any and all other items stated in the said Assginee's Amended Statement of Debt has been disallowed in the within Account, not being provided for in the mortgage foreclosed and the amounts expended for painting of house and cutting grass not being necessary for the preservation of the property.

Respectfully submitted,

T THOMAS CLARK
Auditor

Feb. 20, 1961.

Cause No. 4353

The proceeds of the sale of real estate reported in this cause, in account with James E. Thompson, Jr., Assignee, ets., of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1960
Dec 21 By proceeds of the sale of land, per report of vendor, to wit:-----\$12,000.00

Dr.

To James E. Thompson, Jr., Assignee, etc., (and Vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$35.00	
2-His commissions for making sale-----	<u>750.00</u>	\$785.00
 To do., for an amount due T. Sorden Pippin, Clerk, for court costs in this cause per statement of Clerk's exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk -----	\$29.60	
2-Appearance fee of James E. Thompson, Jr., Attorney -----	<u>10.00</u>	39.60
 To do., for an amount Dorothy E. Connolly, Agent, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:-----		60.00
 To do., for an amount due Ralph A. Weschler, auctioneer, for crying said sale, per state- ment for same exhibited, to wit:-----		25.00
 To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing advertisement of sale -----	\$88.00	
2-Costs of publishing order nisi of sale -----	<u>12.00</u>	100.00
 To do., for an amount paid Royden N. Powell, Jr., Treasurer, for State and County taxes for the year 1960, per receipt for same exhibited, to wit:-----		102.41
 To do., for an allowance to purchaser for current 1961 State and County Taxes per statement of Vendor, to wit:-----		8.50

February 20, 1961

J THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----		10.00
To J. Thomas Clark, Auditor, for stating this audit, the sum of -----		108.00
To James E. Thompson, Jr., Assignee, etc., in payment in full of the mortgage and mortgage debt foreclosed in these proceedings, as per statement of debt of Auditor's filed herewith and marked Exhibit C, the sum of -----		5805.93
To Marjory T. Eyre, surviving tenant by the entirety and surviving mortgagor, the balance or the sum of -----		<u>4955.56</u>
	\$12,000.00	<u>\$12,000.00</u>

February 20, 1961

J THOMAS CLARK
Auditor

Filed Feb. 23, 1961

EXHIBITS

Filed Feb. 23, 1961

Edward Turner,

The first witness did depose and say:

Questions by Mr. Clerk:

Q. Were you one of the attorneys named in the mortgage foreclosure suit entitled B. Hackett Turner and Edward Turner, attorneys names in mortgage vs. Marjory T. Tyre surviving tenant by the entirety, in the Circuit Court for Queen Anne's County in Equity No. 4332?"

A. Yes.

Q. I show you this note that was attached to the Statement of Mortgage Debt and ask you at the time of the mortgage foreclosure was docketed, what was the amount of principal mortgage debt?

A. The amount of principal indebtedness at the time foreclosure proceedings were docketed was \$4,650.00.

Q. What other charges were added to the Statement of Debt in addition to the afore-said principal mortgage debt?

A. Interest in the amount of \$58.13 and the total loan balance on \$4708.13, interest to August 11, 1960 of \$35.97, interest for 60 days from date of sale as provided in Article 66 Section 7A, in the amount of \$39.23 and the amount advanced by the Mortgage to cover a fire premium on the mortgaged property paid June 29, 1960 of \$25.71. The total of these items as reflected in the Mortgage Statement is \$4809.04 plus 10% collection commission on the said \$4809.04 or the sum of \$480.90 making a total due under said mortgage as reflected in said mortgage debt of \$5289.94.

Q. What additional charges were added to the sum of \$5289.94, the total sum stated in the Mortgage Debt?

A. I submit herewith the figures which are taken from the settlement sheet which was used at the time this mortgage was assigned to John W. Truver. They are as follow:

Total amount due under mortgage foreclosure -----	\$5289.94
Less interest as shown on Statement of Mortgage Debt -----	39.23
Balance due under mortgage foreclosure -----	\$5250.71
Additional interest from August 11 thru Sept. 7 -----	17.75
Commissions - 10% on first \$3500.00, 5% on balance -----	175.00
Bond -----	60.00
Advertisement of Sale -----	55.25
Court Costs -----	20.00
TOTAL -----	\$5578.71

Exhibit A - testimony of Edward

J THOMAS CLARK
Auditor

Filed Feb. 23, 1961

The second witness did depose and say:

Questions by Mr. Clark:

Q. I hand you a statement in cause entitled "Amended Statement of Mortgage Debt - James E. Thompson, Jrl, et al vs. Marjory T. Eyre, et al., in the Circuit Court for Queen Anne's County No. 4323, and ask you whether or not the interest payments shown thereon were figured at the rate of 6%, and upon the sum of \$5578.71?

A. Yes.

Q. On what basis did you figure your attorney's commissions per terms of note and will you state whether or not it is the same note on file in the Cause of B. Hackett Turner and Edward Turner, Attorneys named in mortgage vs. Marjory T. Eyre, surviving tenants by the entirety.

A. Yes, it is the same note and the commissions were figured at the rate of 10% upon the sum of \$5604.30, as per terms of note.

Q. Will you please explain the "Amount Expended for Preservation of Property" which is contained in the Amended Statement of Mortgage Debt?

A. I have been advised by the present holder of the mortgage that the house was a-

bandoned by the Mortgagor and that on his inspection he found the premises to be in dire need of paint and thereafter had the house painted with 2 coats of paint at a total cost of \$340.00 in addition the grass had grown quite high and considering this was a fire hazard, he had the grass cut at the total cost of \$30.00. In addition last fall he had the pipes drained and had the house winterized.

Additional testimony taken from the above named witness on February 20, 1961

Q. Were any of the terms of sale changed, and if so, when was the change made known to the public?

A. Yes, one, which was announced at the time or rather before the real estate in this cause was sold; that was that any and all taxes would be adjusted as date of final settlement. However, final settlement was made on February 8, 1961, and only one month's taxes were deducted from the seller's share of proceeds of sale, which amounted to \$8.50 at the old year's rate, that is the rate for 1960.

Exhibit B - testimony of James E. Thompson, Jr.,

J THOMAS CLERK
Auditor

Filed Feb 23, 1961

AUDITOR'S STATEMENT OF DEBT WITH COPY OF NOTE ATTACHED

Amount paid by Assignee of Mortgage to Attorneys named in Mortgage in a assignment of mortgage foreclosed in this cause -----	\$5,578.71
Interest on principal mortgage indebtedness, per terms of copy of mortgage note attached (original note being in Chy. #4332 of this Court), said indebtedness being in sum of \$4650.00 @ 5% from Sept. 7, 1960 to Dec. 21, 1960 -----	67.81
Add. interest on principal mortgage indebtedness from Dec. 21, 1960 (date of sale) for 60 more days, per Art. 66, Sec. 8, Annotated Code of Md -----	38.75
10% Attorney's commissions for collection of above interest or sum of \$106.56, per terms of note and mortgage (same being interest on which no commissions have been paid) -----	10.66
Fire insurance premiums paid -----	50.00
Expenses to drain pipes to keep same from freezing or bursting -----	10.00
Total due under terms of mortgage -----	<u>\$5,805.93</u>

Copy 58.13

\$4650.00 Queenstown, Md., POST OFFICE, Mar. 17, 1960
58.13 Three MONTHS AFTER DATE, FOR VALUE RECEIVED, WE PROMISE TO PAY TO
4708.13 The Order of THE STEVENSVILLE BANK OF MARYLAND
25.71
4733.84 Insurance Paid No. 8691
 THE SUM OF Four thousand six hundred fifty ----- DOLLARS \$4708.13
 Int 5% 100
 PAYABLE AT THE BANKING HOUSE OF SAID BANK: AND, IF NOT PAID AT MATURITY, WE FURTHER AGREE TO PAY ALL COSTS AND 10 PER CENTUM COMMISSION FOR COLLECTING SAME, AND I, WE OR EITHER OF US, WHETHER MAKERS, SECURITIES, INDORSERS OR GUARANTORS, DO HEREBY CONFESS JUDGMENT TO BE ENTERED BY THE PROPER OFFICIAL, AT ANY TIME AFTER MATURITY, FOR THE AMOUNT THEN DUE HERE- June 17 M
 UNDER, WITH ALL EXEMPTIONS WAIVED.
 PAY PROCEEDS OF THIS NOTE TO FIRST SINGER.

s/ Louis J. Eyre

Filed Aug. 17, 1960

S/ Marjory D. Eyre

(SEAL)

NO. _____ DUE _____

(SEAL)

J THOMAS CLARK
Auditor

EXHIBIT C-
Filed Feb 23, 1961

NISI RATIFICATION OF AUDIT

Filed Feb. 23, 1961

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr., Assignee
FOR THE Purpose of Collection by
foreclosure or otherwise

vs.

) In the Circuit Court
)
) for Queen Anne's County
)
(In Equity

Marjory T. Eyre, Surviving Tenant
by the Entirety

Cause No. 4353

ORDERED, this 23rd. day of February, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of March, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 10th. day of March, 1961

T SORDEN PIPPIN Clerk

Filed February 23, 1961

PETITION

Filed March 15, 1961

JAMES E. THOMPSON, JR.,
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise
117 Lawyers Row
Centreville, Maryland

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN Equity

vs.

MARJORY T. EYRE, Surviving
Tenant by the Entirety
Queenstown, Maryland

No. 4353

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James E. Thompson, Jr., Attorney for Frederick G. Pence, unto your Honors, respectfully set forth:

1. That Frederick G. Pence is a junior lienor to the Mortgage foreclosed herein, being the Assignee of a Second Purchase Money Mortgage from Louis J. Eyre and Marjory T. Eyre, his wife, to Robert R. Marshbank and Olive S. Marshbank, his wife, dated January 17, 1956, recorded January 17, 1956, in Liber T.S.P., No. 26, folio 67, A Land Record Book for Queen Anne's County, Maryland. A certified copy of said mortgage and Assignment are attached hereto as a part hereof.

2. That there is a balance due on the aforesaid Second Purchase Money Mortgage in the amount of Four Thousand Nine Hundred Forty-nine Dollars and Seventy-three Cents (\$4,949.73) with interest at the rate of Five Percent (5%) per annum from April 6, 1960, together with Attorneys' fees for collection as provided in the note which said Mortgage secures.

3. That your Petitioner is advised that after the payment of the Mortgage foreclosed in the aforesaid cause, there remains a surplus of Four Thousand Nine Hundred Fifty-five Dollars and Fifty-six Cents (\$4,955.56), out of which the said Frederick G. Pence is entitled to have his second Mortgage paid, together with all interest and proper costs incident to the collection of the same.

TO THE END THEREFORE

a. That this Honorable Court pass an Order directing said surplus proceeds of sale be applied to the satisfaction of the Second Mortgage.

b. That the said Frederick G. Pence may have such other and further relief as may be right and proper in the premises.

Respectfully submitted,

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Attorney for Frederick G. Pence

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

I HEREBY CERTIFY that on this 14th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James E. Thompson, Jr., Attorney and Agent for Frederick G. Pence, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

BEVERLY C. LARRIMORE
Notary Public

Filed Mar. 15, 1961

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed March 28, 1961

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr., Assignee for
the Purpose of Collection by fore-
closure or otherwise

vs.

Marjory T. Eyre, Surviving Tenant
by the Entirety

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4353

ORDERED, this 23rd day of February, 1961, that the report and ac-
count filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after
the 17th day of March, 1961, unless cause to the contrary thereof be previously shown;
provided a copy of this order be inserted in some newspaper published in Queen Anne's
County, Maryland, once in each of two successive weeks before the 10th day of March,
1961.

Filed: February 23, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 28, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does here-
by certify that the Nisi Ratification of Audit in the case of James E. Thompson, Jr.,
Assignee Vs. Marjory T. Eyre, surviving tenant Cause no. 4353 a true copy of which
is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly news-
paper printed and published at Centreville, in Queen Anne's County, Maryland, once a
week for 2 successive weeks before the 10th day of March, 1961, and that the
first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the
2nd day of March 1961, and the last insertion on the 9th day of March, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed March 28, 1961

RATIFICATION OF AUDIT

Filed March 29, 1961

JAMES E. THOMPSON, JR.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise

vs.

MARJORY T. EYRE, Surviving
Tenant by the Entirety

* IN THE CIRCUIT COURT FOR
*
*
* QUEEN ANNE'S COUNTY
*
*
*
* In Equity No. 4353
*
*

RATIFICATION OF AUDIT

ORDERED this 29th day of March, 1961, by the Circuit Court for
Queen Anne's County, in Equity, that the foregoing Report and Account filed in these
proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified
and confirmed, no cause to the contrary thereof having been shown, although notice
appears to have been given as required by the preceding Order Nisi; and the Trustee is
directed to apply and distribute the said trust estate accordingly, with a due propor-
tion of interest as same has been or may be received.

THOS J. KEATING JR.
JUDGE

Filed March 29, 1961

CERTIFICATE OF PUBLICATION OF
NOTICE TO CLAIMANTS

Filed May 11, 1961

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor and all persons claiming an interest in the equity of redemption, of the real estate of Marjory T. Eyre, warning them to file their claims, with proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 6th day of June, 1961, otherwise they may be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 28th day of April, 1961.

J. THOMAS CLARK
Auditor

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 10, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify tha the Notice to Claimants in the case/estate of Marjory T. Eyre a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 6th day of June, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6 day of April 1961, and the last insertion on the 20 day of April , 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed May 11, 1961

STATEMENT OF INDEBTEDNESS

Filed June 21, 1961

JAMES E. THOMPSON, JR.,
ASSIGNEE FOR THE PURPOSE OF
COLLECTION BY FORECLOSURE OR
OTHERWISE

vs.

MARJORIE T. EYRE, SURVIVING
TENANT BY THE ENTIRETY

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY
* In Equity No. 4353
*
*
*

STATEMENT OF INDEBTEDNESS

Statement of Indebtedness on Second Mortgage presently held by Frederick G. Pence, which said Mortgage and Assignment are recorded in Liber T.S.P., 26, folio 67, a Land Record Book for Queen Anne's County.

Balance of principal due on promissory note (said note being filed in this Court in Chancery Cause No. 4311), secured by a Second Mortgage, being the amount for which said mortgage was assigned -----\$ 4,949.73
Interest from April 6, 1960, at 5% per annum -----\$ 296.98
Total amount due -----\$ 5,246.71
10% commission for collection, pursuant to the terms of the aforesaid promissory note -----\$ 524.67
Cost of recording assignment of Second Mortgage -----\$.75
Total amount due -----\$ 5,772.13

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY) SCT:

I HEREBY CERTIFY that on this 21st day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's

County, personally appeared James E. Thompson, Jr., Attorney for Frederick G. Pence, and made oath in due form of law that no part of the money due upon the aforesaid promissory note filed in this Honorable Court in Chancery Cause No. 4311, as set forth in the foregoing Statement of Account and intended to be secured by a Second Mortgage dated January 17, 1956, recorded January 17, 1956, in Liber T.S.P. No. 26, folio 67, duly assigned unto Frederick G. Pence, has been received or any satisfaction given for the same to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

BEVERLY C. LARRIMORE
Notary Public

AUDIT
Filed June 22, 1961

James E. Thompson, Jr.,
Assignee, etc.

In The Circuit Court For
Queen Anne's County
In Equity

vs.

Marjory T. Eyre, Surviving
Tenant by the Entirety

No. 4353

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated as a result of the petition of James E. Thompson, Jr., Attorney for Frederick G. Pence, heretofore filed in this cause, wherein it was alleged that said Frederick G. Pence was the holder by assignment of a second mortgage from the Defendant, dated January 17, 1956, and recorded among the land records for Queen Anne's County aforesaid in Liber T.S.P., No. 26, folio 67, and being upon the real estate heretofore foreclosed in this cause, and whereupon the first audit disclosed that there was surplus proceeds to be distributed to the said Mortgagor.

2. Upon the filing of said petition, your auditor did in accordance with the provisions Local Rule 1391, Local Rules for The Second Judicial Circuit of Maryland, prepare and have published the required Notice to claimants, and since the time has expired for the filing of claims by the creditors of the said Marjory T. Eyre, this account is stated.

3. It appears that the only claim filed in this cause is the one of James T. Thompson, Jr., Attorney for Frederick G. Pence, wherein distribution of the surplus proceeds was directed to be made to him as a partial payment of said claim as shown in the said account, after first allowing for the additional court costs, advertising costs and the costs of your auditor for stating this account. That ; filed herewith as Exhibit A is a copy of the mortgage note of which the claimant herein was the holder, the original of which is filed in Cause No. 4311, being entitled "Frederick G. Pence versus Robert R. Marshbank, Jr. et al".

4. It appears that there is still a deficiency in the mortgage debt of the claimant herein in the total sum of \$901.32, the same being composed of the sum of \$819.38 due on the mortgage debt and the sum of \$81.94 due on the commissions provided by the terms of said mortgage note.

Respectfully submitted,

J THOMAS CLARK
Auditor

June 21, 1961

Filed June 22, 1961

Cause No. 4353

The surplus proceeds of the sale of real estate in the hands of James E. Thompson, Jr., Assignee, etc., of the mortgage foreclosed in these proceedings, after ratification of first audit.

Cr.

1961
June 21 By surplus proceeds in hand of said Assignee, to wit; per audit of
February 20, 1961 filed in this cause, the sum of ----- \$4,955.56

Dr.

To James E. Thompson, Jr., Assignee, for an amount
due T. Sorden Pippin, Clerk, for additional court
costs in this cause, per statement of Clerk's
exhibited, to wit:-----\$15.25

To do., for an amount paid Queen Anne's Record-Observer
for publishing Notice to Claimants, per receipt
for same exhibited, to wit:-- ----- 15.00

To do., for costs of publishing the audit nisi to be passed as to this account in the Queen Anne's Record-Observer, the sum of ----- 10.00

To J. Thomas Clark, auditor, for stating this ausit, the sum of ----- 45.00

To James E. Thompson, Jr., Attorney for Frederick G. Pence, as a partial payment on his claim filed in this cause, same being by way of a second mortgage and note secured thereby, and being in the total sum of mortgage debt of \$5247.46, which includes the costs of recording assignment of said mortgage per decree of this court of October 28, 1960, in Chancery No. 4311 in sum of 75¢, and commissions as provided by terms of note secured by said mortgage in total sum of \$524.67, the sum of \$4428.08 on said mortgage debt including the aforesaid costs of assignment of said mortgage, and the sum of \$442.73 on the commissions as provided in said mortgage note, or the total sum of ----- 4870.81

\$4955.56 \$4,955.56

June 21, 1961

T THOMAS CLARK Auditor

Filed June 22, 1961

EXHIBIT A

Filed June 22, 1961

Second Principal Mortgage Note		No. _____
\$ _____	Queenstown, Maryland Post Office _____	January 17, 1956
One hundred twenty months after date, for value received, we jointly and severally promise to pay to Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife or order		DUE EXHIBIT A
Seven thousand five hundred dollars - - - - - 00 Dollars with interest at the rate of Five Per Centum (5%) per 100 annum.		
AT QUEENSTOWN BANK OF MARYLAND		
with all costs and 10 per centum commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.		
Secured by second mortgage on real estate.		s/ Louis Eyre (SEAL)
To be paid in installments of \$79.55 per month, beginning one month from date.		s/ Marjory T. Eyre (SEAL)

NISI RATIFICATION OF AUDIT

Filed June 22, 1961

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or otherwise

vs.

Marjory T. Eyre, Surviving Tenant by the Entirety, Queenstown, Maryland, now residing at 228 Prospect Street, Westfield, New Jersey

In the Circuit Court for Queen Anne's County In Equity

Cause No. 4353

ORDERED, this 22nd. day of June, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th. day of July, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 7th. day of July, 1961.

T. SORDEN PIPPIN Clerk

Filed June 22, 1961

CERTIFIED COPY OF MORTGAGE

Filed June 22, 1961

#36,955

LIBER 26 PAGE 67

RECEIVED FOR RECORD Jan 17, 1956

THIS SECOND PURCHASE MONEY MORTGAGE, Made this 17th - day of January, in the year nineteen hundred and fifty-six, by LOUIS J. EYRE and MARJORY T. EYRE, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Louis J. Eyre and Marjory T. Eyre, his wife, are justly indebted unto Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), for money this day loaned and advanced unto them to complete the payment of the balance of the purchase money for the hereinafter described property, and for which said sum they have drawn and passed unto the said Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, their promissory note bearing even date herewith and payable in One Hundred Twenty (120) consecutive equal monthly installments of SEVENTY NINE DOLLARS AND FIFTY FIVE CENTS (\$79.55) each, the first installment to be paid on the 17th day of February, 1956, said installments include interest on the loan at FIVE PER CENT (5%) per annum;

AND WHEREAS, it was a condition precedent to making the aforesaid loan as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this mortgage;

NOW, THEREFORE, THIS SECOND PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Louis J. Eyre and Marjory T. Eyre, his wife, do hereby grant and convey unto the said Robert R. Marshbank and Olive S. Marshbank, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, at or near what is known as the Public Landing (on Wye River) in or near the village of Bryantown, on the easterly side of the public road leading from the Queenstown-Guys or Bryantown-Bennett's Point public road at Wrightson's Corner to the public landing, Wye River, bounded on the North by the property of George Henry Williams, on the East by the property of Owen Yewell and a branch or cove of the Wye River on the South by the property of the Public Landing on Wye River, and on the West by the said Public Road;

BEING the same and all of the land which was granted and conveyed unto the said Robert R. Marshbank, Jr. and Olive S. Marshbank; his wife, by Sarah Anne Marshbank, single lady, by deed of conveyance bearing date the 6th day of March, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9, folio 304; and being also the same and all of the land and premises which was granted and conveyed unto the said Louis J. Eyre and Marjory T. Eyre, his wife, as tenants by the entireties, by Robert R. Marshbank and Olive S. Marshbank, his wife, by deed of conveyance bearing even date herewith and recorded, or intended to be recorded, among the Land Records of Queen Anne's County, State of Maryland, immediately preceding these presents.

TOGETHER with buildings and improvements thereupon 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 any wise appertaining.

PROVIDED, that if the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees, Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, - their heirs, executors, administrators or assigns, the aforesaid sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) - and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their -- heirs and assigns, shall possess said property.

AND the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, their heirs, executors, administrators and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, - their heirs executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies in case of loss or damage, shall be applied to the payment of the said indebtedness - secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagees, Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, - their heirs, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

THAT in case of default in the payment of said debt, or interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagors should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, - their heirs, executors, administrators or assigns, or B. H. Turner, Jr. & Edward Turner, their hereby duly constituted Attorneys for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County - - and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

FIRST, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of THIRTY FIVE (\$35.00) Dollars;

SECOND, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not.

THIRD, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, their heirs, executors, administrators or assigns, or B. H. Turner & Edward Turner, their said Attorneys shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, - their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagors, Louis J. Eyre and Marjory T. Eyre, his wife, - their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors:

TEST: (as to Mortgagors)

GLADYS S. FOSTER

LOUIS J. EYRE (SEAL)
Louis J. Eyre

GLADYS S. FOSTER

MARJORY T. EYRE (SEAL)
Marjory T. Eyre

STATE OF MARYLAND :
County of QUEEN ANNE'S : to wit:

I HEREBY CERTIFY that on this 17th day of January, in the year one thousand nine hundred and fifty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Louis J. Eyre and Marjory T. Eyre, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act.

AND at the same time also personally appeared Robert R. Marshbank, Jr. and Olive S. Marshbank, his wife, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC SEAL.

GLADYS SPENCE FOSTER
Notary Public

Re56082 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twentieth day of June, in the year nineteen hundred and sixty one, the following Assignment was brought to be recorded, to wit:-

In execution of the power and authority vested in me by a decree

of the Circuit Court for Queen Anne's County, dated October 28, 1960, en Equity Case No. 4311, I hereby assign the within and foregoing Mortgage promissory note, and the debt secured thereby to Frederick G. Pence.

Witness my hand and seal this 15th day of November, 1960.

WITNESS:

BEVERLY C. LARRIMORE

JAMES E. THOMPSON, JR. (SEAL)
James E. Thompson, Jr.
Trustee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 26, folio 67, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 22nd day of June in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN
Clerk

NISI RATIFICATION OF AUDIT

Filed July 10, 1961

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr.,
Assignee for the Purpose of Collection
by Foreclosure or otherwise

VS.

Marjory T. Eyre, Surviving Tenant
by the Entirety, Queenstown, Maryland
now residing at 228 Prospect Street,
Westfield, New Jersey

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4353

ORDERED, this 10th. day of July, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th. day of July, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 21st. day of July, 1961.

T. SORDEN PIPPIN Clerk

Filed July 10, 1961

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed Aug. 10, 1961

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr.,
Assignee for the Purpose of Collection
by Foreclosure or otherwise

vs.

Marjory T. Eyre, Surviving Tenant
by the Entirety, Queenstown, Mary-
land, now residing at 228 Prospect
Street, Westfield, New Jersey

In the Circuit Court
for Queen Anne's County
In Equity

Cause No 4353

ORDERED, this 10th day of July, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th day of July, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 21st day of July, 1961.

T. SORDEN PIPPIN, Clerk

Filed July 10, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 10, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of James E. Thompson, Jr. vs. Marjory T. Eyre a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 21st day of July, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of July, 1961, and the last insertion on the 20th day of July, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Aug. 10, 1961

RATIFICATION OF AUDIT

Filed Aug. 14, 1961

JAMES E. THOMPSON, JR.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise

vs.

MARJORY T. EYRE, Surviving
Tenant by the Entirety

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY
*
* In Equity No. 4353

RATIFICATION OF AUDIT

ORDERED this 14th day of August, 1961, by the Circuit Court for Queen Anne's County, in Equity that the foregoing Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi; and the Trustee is directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

GEORGE B. RASIN JR.
JUDGE

Filed Aug. 14, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixteenth day of April, in the year nineteen hundred and twenty, the following ORDER TO DOCKET SUIT was filed for record, to wit:

JAMES T. BRIGHT
Attorney-At-Law
Centreville, Maryland

James T. Bright, attorney named in mortgage,

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY,

William Ridings,
Mary Ridings,

IN EQUITY.

J. F. Rolph, Clerk:

You will docket suit as per the above titling, file therein a certified copy of the mortgage (S. S. #8, folio 340, etc., William Ridings and Mary Ridings to Isaac Grolman), and enter my appearance for the Plaintiff.

JAMES T. BRIGHT,
Attorney.

CERTIFIED COPY OF MORTGAGE

Filed April 16, 1920

#1209. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of August, in the year nineteen hundred and ten, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this eighth day of August, in the year nineteen hundred and ten, by William Ridings and Mary Ridings, his wife, of Queen Anne's County, in the State of

WHEREAS, the said William Ridings and Mary Ridings, his wife, are indebted unto Isaac Grolman in the full and just sum of twelve hundred and sixty nine dollars (\$1269.00) payable on demand, with legal interest at rate of six per cent per annum from the date of this mortgage.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said William Ridings and Mary Ridings, his wife, do hereby grant and convey unto Isaac Grolman, his heirs and assigns, in fee simple, the following described lots of land: All those two lots of land situate on the "Love Point Farm" on Kent Island, Queen Anne's county, Maryland, and described and located as Lots nos. 8 and 9, Block 15, as will appear by reference to plat filed among the Land Records of Queen Anne's County, in Liber S.S. No. 7, folios 590 and 591.

TOGETHER with all rights, roads, ways, waters, privileges, and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said William Ridings and Mary Ridings, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Isaac Grolman, his executors, administrators or assigns the aforesaid sum of twelve hundred and sixty nine dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein or his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said William Ridings and Mary Ridings, his wife, their heirs and assigns shall possess said property.

And the said William Ridings and Mary Ridings, his wife, their heirs, executors, administrators and assigns hereby covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said Isaac Grolman, his successors, executors administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Isaac Grolman, his executors, administrators or assigns, or James T. Bright their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, and such other notice as party selling, may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making

the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured, or not, and third, the balance to William Ridings and Mary Ridings, or whoever may be entitled to same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Isaac Grolman, his executors, administrators, successors, or assigns, or James T. Bright, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William Ridings and Mary Ridings and Mary Ridings, for themselves, their heirs, executors, administrators and assigns, hereby covenant, to pay.

Witness their hands and seals.

William Ridings. (SEAL)

Test: G. O. Calloway.

Mary T. Ridings. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this eighth day of August, in the year nineteen hundred and ten, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William Ridings and Mary Ridings, his wife, and acknowledged the foregoing mortgage to be their respective act. And at the same time personally appeared Isaac Grolman, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Notary
Public
Seal.

G. O. Calloway.
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S. S. No. 8, folio 340 etc. a land record book for Queen Anne's County.

Circuit
Court
Seal

In testimony whereof I hereunto subscribe my name, and affix the seal of the Circuit Court for Queen Anne's County, this first day of July, in the year 1920.

J F ROLPH
Clerk.

BOND WITH SECURITY APPROVED

Filed April 16, 1920

LNOW ALL MEN BY THESE PRESENTS, that we, James T. Bright, Attorney named in mortgage, and Isaac Grolman, of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars (\$2,000.00), current money of the United States, to be paid to the State of Maryland aforesaid, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Fifteenth day of April, in the year nineteen hundred and twenty.

WHEREAS, the above bounden James T. Bright, Attorney named in mortgage, is about to execute the power of sale contained in a certain mortgage from William Ridings and Mary Ridings, his wife to Isaac Grolman, bearing date the eighth day of August, 1910., and recorded in Liber S. S. No. 8, folio 340, etc., a land record book for Queen Anne's County, Maryland, by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage, by reason of the non-payment of the principal mortgage debt named in said mortgage, & by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James T. Bright, Attorney named in mortgage, does and shall well and faithfully abide by and fulfill any order or decree of the Circuit Court for Queen Anne's County, in Equity, or by any court of equity having jurisdiction, in relation to the sale of said property or the proceeds thereof, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

JAMES T. BRIGHT (SEAL)
Attorney named in mortgage.

JOHN PALMER SMITHISAAC GROLMAN (SEAL)

REPORT OF SALES

Filed April 22, 1920

James T. Bright,
Attorney named in Mortgage,

vs.

William Ridings,
and
Mary Ridings.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

To the Honorable, the Judges of said Court:-

The report of James T. Bright, Attorney named in mortgage, to your Honors respectfully shows:-

That default was made by the Mortgagors in the payment of the principal debt and interest covenanted to be paid in the mortgage from William Ridings and Mary Ridings, his wife, to Isaac Grolman, dated August 8th, 1910, and recorded in Liber S. S. #8, folio 340, etc. a land record book for Queen Anne's County, Maryland, and in other covenants therein contained, and in said mortgage James T. Bright was the duly constituted attorney named to make sale of said premises in case of default in the covenants therein contained, a certified copy of which said mortgage is filed in these proceedings and prayed to be taken as a part of this report.

That the said James T. Bright, Attorney named in mortgage, by virtue of the power of sale contained in said mortgage, after giving bond with surety approved by the Clerk of the Circuit Court for Queen Anne's County for the foreclosure of said mortgage under said power of sale, as required by law, and after giving notice of the time, place manner and terms of sale by advertisement inserted in The Centreville Record, a weekly newspaper printed and published in Queen Anne's County Maryland, for more than four successive weeks (being more than twenty days) before the day of sale as required by the terms of said mortgage, did, pursuant to said note and advertisement attend in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 20th, 1920, at the hour of 2 o'clock P.M., and did then and there proceed to sell "All those two lots of land situate on the Love Point Farm, on Kent Island, Queen ANNE's County, Maryland, on Chester River, and described as Lots No. 8 and 9 in Block 15 on Plat of said land recorded in Liber S.S. #7, folio 590, a land record book as aforesaid, improved by a bungalow, and being the property described in the mortgage", and sold the same to Minnie Grolman, who was then and there the highest bidder therefor at and for the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00). The said Minnie Grolman has complied with the terms of sale.

A certificate of the due publication of the advertisement of sale is filed herewith as a part hereof.

JAMES T. BRIGHT
Attorney named in mortgage.

State of Maryland,
Queen Anne's County, to wit:-

I hereby certify that on this twenty second day of April, 1920 before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared James T. Bright, Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sales are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J F ROLPH,
Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT

Filed April 22, 1920

MORTGAGE SALE
-OF VALUABLE-REAL ESTATE
in Queen Anne's County.

Under and by virtue of the power of sale contained in a mortgage from William Ridings and Mary Ridings to Isaac Grolman, dated the eighth day of August in the year nineteen hundred and ten and recorded in Liber S.S. No. 8, folio 340, etc., a Land Record Book for Queen Anne's County, default having occurred in said mortgage, the undersigned attorney named in said mortgage, will sell at public sale in front of the Court House door, Centreville, Maryland, on

TUESDAY, APRIL 20, 1920

commencing at 2 o'clock P M.,

ALL THOSE TWO LOTS OF LAND situated on the Love Point Farm, on Kent Island, Queen Anne's County, Maryland, on Chesapeake Bay, and described as

LOTS No. 8 and 9

in Block 15 on Plat of said land recorded in Liber S.S. No. 7, folio 590 &c., a Land Record Book for Queen Anne's County, improved by a bungalow and being the property described in said mortgage.

TERMS OF SALE:-Cash.

JAMES T. BRIGHT,
Attorney named in Mortgage.

Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md. Apr. 22 1920.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Adv. of Sale in the case of Jas. T. Bright, Atty named in Mortgage vs Wm. Ridings and Mary Ridings, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 20th day of April in the year 1920.

THE CENTREVILLE RECORD PUBLISHING CO.

By E M FORMAN
Associate Editor

ORDER NISI

Filed April 22, 1920

NISI

James T. Bright, Atty.

) IN THE CIRCUIT COURT

VS.

(FOR QUEEN ANNE'S COUNTY

William Ridings
Mary Ridings

) CHANCERY No. 2332

IN EQUITY

ORDERED, This 22nd day of Apro; A.D., 1920, that the sale of the real estate made and reported in this cause by James T. Bright, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of May next.

The Report states the amount of sales to be \$1250.00

JF ROLPH Clerk.

Filed Apr. 22nd 1920

ORDER NISI

Filed April 22, 1920

ORDER NISE

James T. Bright, Attorney

vs.

William Ridings and Mary Ridings.

Ordered, This 22nd day of April A.D., 1920, that the sale of the real estate made and reported in this cause by James T. Bright, attorney, be ratified and confirmed unless cause to the contrary, hereof be shown on or before the 25th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of May next.

The report states the amount of sales to be \$1250.00

J. F.,ROLPH, Clerk.

True Copy - Test:

J. F. ROLPH, Clerk.

Filed April 22nd, 1920

THE CENTREVILLE RECORD

Centreville, Md. June 30 1920

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the

Order Nise in the case of Bright Atty vs Wm Ridings Chy 2332 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four seccessive weeks before the 25 day of May in the year 1920

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR

* AFFIDAVIT (see below)

ORDER OF RATIFICATION OF SALE

Filed April 22, 1920

James T. Bright, attorney
named in mortgage,

vs.,

William Ridings,
Mary Ridings,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.

Chancery Cause No. 2332.

.....

ORDERED, this first day of July, in the year 1920, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported by James T. Bright, Attorney named in mortgage, be, and the same is hereby FINALLY RATIFIED and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause.

PHILEMON B. HOPPER

* AFFIDAVIT.

Filed June 30, 1920

James T. Bright, attorney named in mortgage,

vs.

William Ridings,
Mary Ridings,

DTATEMENT OF MORTGAGE DEBT AND INTEREST.

.....

* Amount of Principal of Mortgage	.....	\$1269.00
Interest from August 8th, 1910,	.....

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this 22nd day of June, in the year nineteen hundred and twenty, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforegaid, personally appeared ISAAC GROLLMAN, Mortgagee named in the above named mortgage, and made oath in due form of law that the above statement of the principal mortgage debt and interest is true to the best of his knowledge and belief.

EZEKIEL W FORMAN
Justice of the Peace.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-eighth day of February in the year nineteen hundred and sixty-one, the following BILL OF COMPLAINT was filed for record, to wit:-

BETTY M. CLEVINGER
Guardian of Richard E. Middleton, and
Robert E. Middleton, infants
Grasonville, Queen Anne's County, Maryland
Complainants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

VS

NO. 4363

RICHARD E. MIDDLETON
Centreville, Queen Anne's County, Maryland

ROBERT E. MIDDLETON
Dahn, Germany

Defendants

* * * * *
BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators Complaining say:

1. That James B. Middleton, late of Queen Anne's County, State of Maryland, departed this life, intestate, on or about the 12th day of January, 1960, seized and possessed of certain lands and real estate, more particularly described as follows, to wit:

ALL that tract, lot or part of a tract, lot or parcel of land, situate, lying and being near the Centreville Landing in the Third Election District of Queen Anne's County, Maryland, on Creamery Lane and more particularly described as follows to wit:

BEGINNING on Creamery Lane where the land hereby conveyed corners with other land of the said Margaret A. Dill, and running with Creamery Lane in a southwesterly direction 67 feet to a road; thence with said road from the middle of Creamery Lane in a southeasterly direction 225 feet to the Gibson Property; thence with the dividing line between this land and the Gibson land 69 feet to other land of the said Margaret A. Dill; thence in a northwesterly direction with the dividing line between the land hereby conveyed and other land of said Margaret A. Dill 225 feet to the place of beginning and in the middle of Creamery Lane and to the point where the land hereby conveyed corners with other land of the said Margaret A. Dill, containing 8,500 square feet, more or less.

BEING all the same lands conveyed by Margaret A. Dill to James B. Middleton by deed dated the 1st day of October, 1946, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 15 folio 238, and by a Confirmatory Deed between said parties dated the 5th day of March, 1947, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 16 folio 476; a certified copy of said confirmatory deed being attached hereto, marked "Complainant's Exhibit No. 1," and prayed be made a part hereof.

Saving and Excepting therefrom all that part of said lands conveyed by James B. Middleton unto Vernon D. Middleton, et. ux., by deed dated the 28th day of July, 1949, recorded among the Land Records aforesaid in Liber N.B.W. No. 4 folio 72; a certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 2," and prayed be made a part hereof, and which said lands therein conveyed are described as follows, to wit:

ALL that part of a lot or parcel of land situate, lying and being near the Centreville Landing, in the Third Election District of Queen Anne's County, Maryland, on the corner of Creamery Lane and the street or road branching therefrom leading in a southeasterly direction towards the town of Centreville, and which said lot is more particularly described as follows, to wit:

BEGINNING at a point on the southeast side of Creamery Lane where the property hereby conveyed corners with the land of Margaret A. Dill and running thence from said Dill land in a southwesterly direction with said Creamery Lane a distance of 67 feet, more or less, to the northeast side of the other aforesaid road; thence with said last mentioned road a distance of 100 feet to a point where an iron or stone marker is set in the ground on the side of said road; thence through the land of the said James B. Middleton in a northeasterly direction 74 feet, 4 inches, more or less, to the land of the said Margaret A. Dill and a point where another stone or iron marker is set in the ground; thence in a northwesterly direction by and with the said Dill property a distance of 100 feet, more or less, to the place of beginning on Creamery Lane aforesaid.

2. That the said James B. Middleton was survived by his eight children as his only heirs at law, namely: Betty M. Clevenger, Mary Shirley Sparks, Myrtle Crouse, James A. Middleton, Blanche Dashiell, George W. Middleton, Richard E. Middleton, and Robert E. Middleton.

3. That each of the said heirs at law of said decedent is now entitled to and vested with an undivided one-eighth (1/8) interest in the aforementioned lands.

4. That the said Richard E. Middleton and Robert E. Middleton are infants under the age of 21 years; all other heirs at law of the said decedent being adults.

5. That Betty M. Clevenger was duly appointed guardian of Richard E. Middleton, age 18, by order of the Orphans' Court for Queen Anne's County, dated the

24th day of February, 1961, a certified copy of said Order being attached hereto, marked "Complainant's Exhibit No. 3," and prayed be made a part hereof.

6. That Betty M. Clevenger was duly appointed guardian of Robert E. Middleton, age 18, by order of the Orphans' Court for Queen Anne's County, dated the 24th day of February, 1961, a certified copy of said order being attached hereto, marked "Complainant's Exhibit No. 4," and prayed be made a part hereof.

7. That it would be to the benefit and advantage of said infants, and invest the proceeds thereof in some productive fund for the benefit of said infants, and each of them.

8. That your Oratorix, Betty M. Clevenger, Guardian as aforesaid, deeming it for the best interest and advantage of the said infants, did enter into an agreement of sale, for and on behalf of said infants, along with the other tenants in common above set forth, agreeing to sell and convey unto David Wilmer Middleton and Carolyn Joyce Middleton, his wife, the aforesaid lands and improvements, at and for a purchase price of Four Thousand Dollars (\$4,000.00) a copy of said contract of sale being attached hereto, marked "Complainant's Exhibit No. 5," and prayed be made a part hereof.

9. That the said Complainant's, Betty M. Clevenger, Guardian as aforesaid, and David Wilmer Middleton and Carolyn Joyce Middleton, his wife, are all adults residing in Queen Anne's County, Maryland.

10. That the said Richard E. Middleton, infant resides in Centreville, Queen Anne's County, Maryland; and that the said Robert E. Middleton, infant, is a member of the United States Army, now serving in Germany, and as such is a non-resident of Queen Anne's County, Maryland.

TO THE END, THEREFORE:

1. That the said lot of land and improvements thereon erected may be sold, and the proceeds thereof re-invested in some productive fund for the benefit of the said infants.

2. That the said contract of sale filed herein may be confirmed and ratified.

3. That a trustee may be appointed to convey the said two-eighth undivided interest of the said infants in said lands and improvements unto David Wilmer Middleton and Carolyn Joyce Middleton, his wife, their heirs and assigns, after the payment of the full purchase price, by a good and sufficient deed conveying fee simple title in the said interests therein free, clear and discharged of the rights of all parties to this cause.

4. That the said trustee may be vested with the power and authority to collect and receive said purchase money which said infants may be entitled and to bring the same into this Court to be invested under its order and direction.

5. That your Orators may have such other and further relief as their cause may require.

May it please your Honors to grant unto your Orators an Order of Publication directed to Robert E. Middleton, a non-resident of the State of Maryland, giving his notice to appear in this Court, either in person or by Solicitor, on or before a day certain to be named therein, to show cause, if any he has, why a decree should not be passed as prayed.

AND AS IN DUTY BOUND, ETC.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Solicitor for Complainants
115 Lawyer's Row
Centreville, Maryland
Phone: Centreville 489

BETTY M. CLEVINGER
Betty M. Clevenger
Guardian

DAVID WILMER MIDDLETON
David Wilmer Middleton

CAROLYN JOYCE MIDDLETON
Carolyn Joyce Middleton

Filed Feb 28, 1961

COMPLAINANTS EXHIBIT NO. 1

Filed Feb. 28, 1961

#25,345. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixth day of March, in the year nineteen hundred and forty seven, the following Confirmatory Deed was brought to be recorded, towit:-

CONFIRMATORY DEED made this 5th day of March, in the year nineteen hundred and forty seven, by and between Margaret A. Dill, widow lady of Baltimore City, State of Maryland, party of the first part, and James B. Middleton of Queen Anne's County, State of Maryland, party of the second part.

WHEREAS, the property and estate hereinafter described was conveyed or intended to be conveyed by the said Margaret A. Dill to the said James B. Middleton in fee simple by deed dated the 1st day of October nineteen hundred and forty-six and recorded among the land records of Queen Anne's County in Liber A.S.G. 15, folio 238, a

land record book for Queen Anne's County, and

WHEREAS, said deed is deemed to be defective in law in the it did not describe all four sides of said lot; that is, one line of the description was left out of said deed, and for the purpose of curing said omission and confirming unto the said James B. Middleton the title and estate in said property by the said deed intended to be conveyed, these presents are executed.

NOW, THEREFORE, this deed witnesseth that in consideration of the premises and of the sum of One (\$1.00) dollar said Margaret A. Dill does hereby grant, convey, and confirm unto the said James B. Middleton, his heirs and assigns, the following described real estate to wit:

ALL that tract, lot or part of a tract, lot or parcel of land situate, lying and being near the Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on Creamery Lane, and more particularly described as follows, to wit:

BEGINNING on Creamery Lane where the land hereby conveyed corners with other land of the said Margaret A. Dill and running with Creamery Lane in a south-westerly direction 67 feet to a road; thence with said road from the middle of Creamery Lane in a southeasterly direction 225 feet to the Gibson property; thence with the dividing line between this land and the Gibson land 69 feet to other land of the said Margaret A. Dill; thence in a northwesterly direction with the dividing line between the land hereby conveyed and other land of said Margaret A. Dill 225 feet to the place of beginning, and in the middle of Creamery Lane and to the point where the land hereby conveyed corners with other land of the said Margaret A. Dill, containing 8,500 square feet of land more or less.

BEING the same land that was granted and conveyed unto the said Margaret A. Dill by Wright & Collins, co-partners by deed bearing date the 23rd day of September 1936 and recorded in Liber W.H.C. 3-A, folio 494, a land record book for Queen Anne's County, State of Maryland.

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

TO HAVE and TO HOLD the said piece or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that she has not done nor 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 said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: (as to Grantor).

ALICE BOOKOFF

MARGARET A. DILL (SEAL)

STATE OF MARYLAND,)
BALTIMORE CITY,) TO WIT:

I HEREBY CERTIFY that on this 5th day of March, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Margaret A. Dill and she acknowledged the foregoing CONFIRMATORY DEED to be her act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
Public
Seal.

ALICE BOOKOFF
Notary Public.

My commission expires: MAY 5, 1947

State of Maryland,
County of Queen Anne's, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber A.S.G., Jr. No. 16, folios 476 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 28th day of February, in the year nineteen hundred and sixty-one.

Clerk's
Seal

T. SORDEN PIPPIN
Clerk of the Circuit Court for Queen Anne's County

COMPLAINANTS' EXHIBIT NO. 2

Filed Feb. 28, 1961

#27,980. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of September, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:

One-One Dollar and One-Ten Cent Int. Rev. Stamps. Endorsed TJK, Jr. 8/2/49.

One-One Dollar Ten Cent Recordation Tax Stamp. Endorsed 9/2/49.

THIS DEED, made this 28 day of July in the year 1949, by JAMES B. MIDDLETON, widower, of Queen Anne's County, in the State of Maryland, and The Centreville National Bank of Maryland, a body corporate, Mortgagee, witnesseth:

THAT for and in consideration of the sum of One Dollar (\$1.00) and other other good and valuable considerations, receipt of which is hereby acknowledged, the said James B. Middleton, widower, and The Centreville National Bank of Maryland, a body corporate, Mortgagee, do hereby grant, convey and release unto Vernon D. Middleton and Frances L. Middleton, his wife, of Queen Anne's County, Maryland, as tenants by the entirety, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that part of a lot or parcel of land situate, lying and being near the Centreville Landing, in the Third Election District of Queen Anne's County, Maryland, on the corner of Creamery Lane and the street or road branching therefrom leading in a Southeasterly direction towards the town of Centreville, and which said lot is more particularly described as follows:

BEGINNING at a point on the Southeast side of Creamery Lane where the property hereby conveyed corners with the land of Margaret A. Dill and running thence from said Dill land in a Southwesterly direction with said Creamery Lane a distance of 67 Feet, more or less, to the Northeast side of the other aforesaid road; thence with said last mentioned road a distance of 100 Feet to a point where an iron or stone marker is set in the ground on the side of said road; thence through the land of the said James B. Middleton in a Northeasterly direction 74 feet 4 Inches, more or less, to the land of the said Margaret A. Dill, and a point where another stone or iron marker is set in the ground; thence in a Northwesterly direction by and with the said Dill property a distance of 100 Feet, more or less, to the place of beginning on Creamery Lane foresaid; being a part of the lot or parcel of land which was conveyed unto the said James B. Middleton by Margaret A. Dill by a Deed dated March 5, 1947, recorded in Liber ASG, Jr., No. 16, folio 476, etc., a Land Record Book for Queen Anne's County.

TOGETHER WITH the buildings and improvements thereupon erected, made and being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said James B. Middleton, widower, covenants to warrant specially the Title to the aforesaid real estate and to execute such other and further assurances thereof as may be requisite or necessary.

AND The Centreville National Bank of Maryland, a body corporate, does hereby join in the execution of this Deed for the purpose of releasing the land hereinabove described from the lien of a certain Mortgage from the said James B. Middleton to the said The Centreville National Bank of Maryland, a body corporate, dated March 10, 1947, and recorded in Liber ASG, Jr., #16, folio 483, a Land Record Book for Queen Anne's County, but does hereby specifically reserve its said lien against all other land described in the aforesaid Mortgage. And The said The Centreville National Bank of Maryland does hereby constitute and appoint H. F. McPherson, its Vice-President, to acknowledge this Deed for and on behalf of said body corporate.

WITNESS the hand and seal of the above named Grantor, and the hand of said body corporate by its above named Vice-President, and its corporate Seal affixed attested by its Cashier.

TEST (as to Grantor):

JAMES B. MIDDLETON (SEAL)
(James B. Middleton)

KATHERINE C. O'NEAL

THE CENTREVILLE NATIONAL BANK OF MARYLAND,
A BODY CORPORATE, BY

A. SYDNEY GADD, Jr.
A. Sydney Gadd, Jr.
CASHIER

H. F. McPHERSON
(H. F. McPherson)
VICE PRESIDENT

Seal's Place

STATE OF MARYLAND,

to wit;

QUEEN ANNE'S COUNTY,

THIS IS TO CERTIFY, that on this 28 day of July 1949, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James B. Middleton, Grantor, and did acknowledge the within and aforesaid Deed to be his act and deed;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary
Public
Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC

STATE OF MARYLAND,
to wit:
QUEEN ANNE'S COUNTY,

THIS IS TO CERTIFY that on this 28 day of July 1949, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared H. F. McPherson, Vice-President of The Centreville National Bank of Maryland, a body corporate, Mortgagee, and did acknowledge the within and foregoing Deed to be the act and deed of said body corporate;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary
Public
Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC
Katherine C. O'Neal

State of Maryland,
County of Queen Anne's, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber N.B.W. No. 4, folio 72 etc., a Land Record Book for Queen Anne's County.

Court's
Seal

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 28th day of February, in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN

Clerk of the Circuit Court for
Queen Anne's County.

COMPLAINANT'S EXHIBITS
NO 3 and No. 4

Filed Feb. 28, 1961

CERTIFICATE OF GUARDIANSHIP

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I, E. CLYDE WALLS, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal of the Records, and of the original papers of the Orphans' Court for Queen Anne's County; DO HEREBY CERTIFY that it appears from the records in said Court that on the 24th day of February A.D., nineteen hundred and sixty-one, that Betty M. Clevenger was appointed Guardian of Richard E. Middleton and Robert E. Middleton, infant children of JAMES BARTY MIDDLETON late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

Court's
Seal

In Testimony Whereof, I E. CLYDE WALLS, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 28th day of February nineteen hundred and sixty-one.

E. CLYDE WALLS
Register of Wills for Queen
Anne's County.

Filed Feb. 28, 1961

COMPLAINANTS EXHIBIT No. 5

Filed Feb. 28, 1961

THIS AGREEMENT OF SALE, made this 24th day of February, 1961, by and between BETTY M. CLEVINGER and MARLIN S. CLEVINGER, her husband; MYRTLE CROUSE and PAUL CROUSE, her husband, JAMES A. MIDDLETON and FLORENCE MIDDLETON, his wife; GEORGE W. MIDDLETON and GAIL MIDDLETON, his wife; ELIZABETH T. MIDDLETON, wife of RICHARD E. MIDDLETON; of Queen Anne's County, State of Maryland; and MARY SHIRLEY SPARKS and FINLEY ROSS SPARKS, JR., her husband, of Anne Arundel County, State of Maryland; and BLANCHE DASHIELL and MAURICE DASHIELL, her husband, of the City of Baltimore, State of Maryland; and BETTY M. CLEVINGER, duly appointed guardian of Richard E. Middleton and Robert E. Middleton, infants, by order of the Orphans' Court for Court for Queen Anne's County, dated the 24th day of February, 1961; parties of the first part, hereinafter referred to as Vendors; and DAVID WILMER MIDDLETON and CAROLYN JOYCE MIDDLETON, his wife, of Queen Anne's County, State of Maryland, parties of the second part, hereinafter referred to as Vendees.

WITNESSETH: that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby

purchase from the former the following described property, situate, lying and being in the Town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, and being all the same lands more particularly described in a deed from Margaret A. Dill to James B. Middleton, dated October 1, 1946, recorded among the Land Records of Queen Anne's County in Liber A.S.G. jr. No 15 folio 238, and by a Confirmatory Deed between said parties dated March 5, 1947, recorded as aforesaid in Liber A.S.G. Jr. No 16 folio 476. Saving and Excepting so much of said lands as were conveyed by James B. Middleton to Vernon D. Middleton, by deed dated July 28, 1949, recorded as aforesaid in Liber B.N.B.W. No. 4 folio 72.

Final settlement hereunder shall be held within three months of the date hereof in the office of Vachel A. Downes, Jr., Centreville, Maryland. In the event said Vendors are unable to convey a good and marketable title within said period, this contract shall be automatically extended for an additional period of six (6) months or so much thereof as may be required to secure ratification of the sale by the Circuit Court for Queen Anne's County. In event title is cleared prior to expiration of said extended term, the parties hereto do agree to have settlement hereunder within 15 days of ratification of the sale by the Circuit Court for Queen Anne's County, and Vendors do agree to diligently pursue all legal actions necessary in order to convey good and marketable title.

At and for the price of Four Thousand Dollars (\$4,000.00) of which Two-Hundred Dollars (\$200.00) has been paid prior to the signing hereof and the balance is to be paid in cash at time of final settlement. In event of default by the Vendees, the aforesaid deposit shall be retained by the Vendors as liquidated damages. In event Vendors are unable to convey good and merchantable fee simple title within the time herein above set forth, then said deposit shall be refunded unto the Vendees, and the liability of all parties hereunder shall cease and terminate.

Upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendors, which shall convey the property by a good and merchantable title to the Vendees. All costs of title examination, recording, notary fees, and State and Federal revenue stamps shall be paid by the Vendees. The Vendee's will pay the cost of preparation of this Contract of Sale.

Taxes shall be adjusted to date of execution of this Contract of Sale.

Time is not the essence of this contract. Possession of said premises, without rent, shall be given unto the Vendees, upon the execution of this Contract of Sale and payment of the aforesaid deposit. Vendees do agree to insure the premises against fire and other casualty loss, at their cost, from the date of this contract in the amount of at least \$4,000.00 and to deliver such insurance policy or policies unto the Vendors, it being agreed and understood the property shall at the Vendee's risk from the date hereof.

WITNESS the hands and seals of the parties hereto the day and year first above mentioned, said Agreement of Sale being executed in duplicate originals.

WITNESS:

VACHEL A. DOWNES JR.

BETTY M. CLEVINGER (SEAL)
Betty M. Clevenger

LEOLA CLEVINGER

MARLIN S. CLEVINGER (SEAL)
Marlin S. Clevenger

ELWOOD RADCLIFFE

MYRTLE CROUSE (SEAL)
Myrtle Crouse

ELWOOD RADCLIFFE

PAUL R. CROUSE (SEAL)
Paul Crouse

LEOLA CLEVINGER

JAMES A. MIDDLETON (SEAL)
James A. Middleton

LEOLA CLEVINGER

FLORENCE MIDDLETON (SEAL)
Florence Middleton

PATRICIA A. SARGENT

GEORGE W. MIDDLETON (SEAL)
George W. Middleton

PATRICIA A. SERGENT

GAIL MIDDLETON (SEAL)
Gail Middleton

VACHEL A. DOWNES JR.

MARY SHIRLEY SPARKS (SEAL)
Mary Shirley Sparks

PATRICIA A. SERGENT

FINLEY ROSS SPARKS, JR. (SEAL)
Finley Ross Sparks, Jr.

PATRICIA A. SARGENT

BLANCHE DASHIELL (SEAL)
Blanche Dashiell

PATRICIA A. SARGENT

MAURICE DASHIELL (SEAL)
Maurice Dashiell

BRENDA TURNER

ELIZABETH T. MIDDLETON (SEAL)
Elizabeth T. Middleton

VACHEL A. DOWNES JR.

BETTY M. CLEVINGER (SEAL)
Betty M. Clevenger
Guardian of Richard E. Middleton
and Robert E. Middleton

Vendors

VACHEL A DOWNES JR

DAVID WILMER MIDDLETON *(SEAL)
David Wilmer Middleton

VACHEL A DOWNES JR

CAROLYN JOYCE MIDDLETON (SEAL)
Carolyn Joyce Middleton
Vendees

Filed Feb. 28, 1961

ORDER OF PUBLICATION

Filed Feb. 28, 1961

BETTY M. CLEVINGER, et.al.
Complainants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

VS.

IN EQUITY

RICHARD E. MIDDLETON, et.al.
Defendants

NO. 4363

* * * * *

ORDER OF PUBLICATION

The Object of these proceedings is to have the undivided interest of Richard E. Middleton and Robert E. Middleton, infant children and heirs at law of James B. Middleotn, deceased, conveyed unto David Wilmer Middleton and Carolyn Joyce Middleton, his wife, purchasers thereof under a certain Contract of Sale; to have the Circuit Court for Queen Anne's County ratify and confirm the aforesaid Contract of Sale as to the interest of said infants in the hereinafter described lands and to appoint a trustee to convey unto the purchasers all right, title, interest, and estate of all parties to said cause in said lands.

The Bill states, among other things, that James B. Middleton, departed this life, intestate, on or about the 12th day of January, 1960, seized and possessed of certain lands and real estate, more particularly described as follows, to wit:

ALL that tract, lot or part of a tract, lot or parcel of land, situate, lying and being near the Centreville Landing in the Third Election District of Queen Anne's County, Maryland, on Creamery Lane and more particularly described as follows, to wit:

BEGINNING on Creamery Lane where the land hereby conveyed corners with other land of the said Margaret A. Dill, and running with Creamery Lane in a southwesterly direction 67 feet to a road; thence with said road from the middle of Creamery Lane in a southeasterly direction 225 feet to the Gibson Property; thence with the dividing line between this land and the Gibson land 69 feet to other land of the said Margaret A. Dill; thence in a northwesterly direction with the dividing line between the land hereby conveyed and other land of said Margaret A. Dill 225 feet to the place of beginning and in the middle of Creamery Lane and to the point where the land hereby conveyed corners with other land of the said Margaret A. Dill, and containing 8,500 square feet, more or less.

BEING all the same lands conveyed by Margaret A. Dill to James B. Middleton, by deed dated the 1st day of October, 1946, recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 15 folio 238, and by a Confirmatory Deed between said parties dated the 5th day of March, 1947, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 16 folio 476; a certified copy of said confirmatory deed being attached hereto, marked "Complainant's Exhibit No. 1," and prayed be made a part hereof.

Saving and Excepting therefrom all that part of said lands conveyed by James B. Middleton, unto Vernon D. Middleton, et.us., by deed dated the 28th day of July, 1949, recorded among ghe Land Records aforesaid in Liber N.B.W. No. 4 folio 72; a certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 2," and prayed by made a part hereof, and which said lands therein conveyed are described as follows, to wit:

ALL that part of a lot or parcel of land situate, lying and being near the Centreville Landing, in the Third Election District of Queen Anne's County, Maryland, on the corner of Creamery Lane and the street or road branching therefrom leading in a southeasterly direction towards the town of Centreville, and which said lot is more particularly described as follows, to wit:

BEGINNING at a point on the southeast side of Creamery Lane where the property hereby conveyed corners with the land of Margaret A. Dill and running thence from said Dill land in a southwesterly direction with said Creamery Lane a distance of 67 feet, more or less, to the northeast side of the other aforesaid road; thence with said last mentioned road a distance of 100 feet to a point where an iron or stone marker is set in the ground on the side of said road; thence through the land of the said James B. Middleton in a northeasterly direction 74 feet, 4 inches, more or less, to the land of the said Margaret A. Dill and a point where another stone or iron marker is set in the ground; thence in a northwesterly direction by and with the said Dill property a distance of 100 feet, more or less, to the place of beginning on Creamery Lane aforesaid.

The said Bill of Complaint further states that the said James B. Middleton was survived by eight children as his only heirs at law, namely: Betty M. Clevenger, Mary Shirley Sparks, Myrtle Crouse, James A. Middleton, Blanche Dashiell, George W. Middleton, Richard E. Middleton and Robert E. Middleton, each of said heirs at

law being bested with an undivided 1/8 interest, as tenants in common, in the aforementioned real estate; that all said heirs at law of James B. Middleton are adults, excepting Richard E. Middleton and Robert E. Middleton, who are infants under the age of 21 years; that Betty M. Clevenger was appointed Guardian of Richard E. Middleton, and Robert E. Middleton, by orders of the Orphans' Court for Queen Anne's County, dated the 24th day of February, 1961; that said Guardian, for and on behalf of said infants, did join with the other heirs at law of said James B. Middleton, deceased, in an agreement or contract of sale with David Wilmer Middleton and Carolyn Joyce Middleton, his wife, for the sale of said lands to said purchasers at and for a price of Four Thousand Dollars (\$4,000.00); and that the sale under said agreement would be for the benefit and advantage of said infants.

The Bill of Complaint prays that said lands may be sold unto the purchasers and the proceeds to which said infants are entitled be re-invested for them in some productive fund; that the contract of sale aforesaid, may be confirmed and ratified, and that a trustee may be appointed to convey the said 1/8 undivided interest of each of said infants unto the purchasers after payment in full of the purchase price.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 28th day of February, 1961, that the Complainant's, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 30th day of March, 1961, shall give notice unto the Defendant, Robert E. Middleton, who is a non-resident of the State of Maryland, of the substance and object of the Bill of Complaint and to appear in the Circuit Court for Queen Anne's County, on or before the 30th day of June, 1961, and file his answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Queen Anne's County, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Complainant's.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County
In Equity

Filed Feb. 28, 1961

SUBPOENA TO BE SERVED

Filed March 3, 1961

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Clerk's
Seal

TO Richard E. Middleton
Centreville, Queen Anne's County, Maryland,

GREETINGS

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Betty M. Clevenger, Guardian of Richard E. Middleton, and Robert E. Middleton, infants, Grasonville, Queen Anne's County, Maryland, David Wilmer Middleton and Carolyn Joyce Middleton, his wife, Centreville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1960.

Issued the 28th. day of February, 1961.

TO THE DEFENDANT (S):

Your are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Vachel A. Downes, Jr.
115 Lawyer's Row
Address Centreville, Maryland
Phone: Centreville 489

T. SORDEN PIPPIN, Clerk

And on the back of the foregoing Summons is the following endorsement, to wit:

Served by delivering a copy of the subpoena to
Richard E. Middleton and by leaving with him a
copy of the Bill of Complaint, and also by leaving a copy of the summons and Bill of Complaint with Betty M. Clevenger, Guardian of Richard E. Middleton this 1st day of March, 1961.

FRANK Y. WHITELEY
SHERIFF of Queen Anne's County

SUBPOENA TO BE SERVED

Filed March 3, 1961

(EQUITY) SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Clerk's Seal

TO Robert E. Middleton
Dahn, Germany

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Betty M. Clevenger, Guardian of Richard E. Middleton and Robert E. Middleton infants, Grasonville, Queen Anne's County, Maryland, David Wilmer Middleton and Carolyn Joyce Middleton, his wife, Centreville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1960.

Issued the 28th. day of February, 1961.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Vachel A. Downes, Jr.
115 Lawyer's Row
Address Centreville, Maryland
Phone: Centreville 489

T. SORDEN PIPPIN, Clerk

AFFIDAVIT & ADMISSION OF SERVICE

Filed March 28, 1961

BETTY M. CLEVINGER, Guardian, et.al.

IN THE CIRCUIT COURT FOR

VS

QUEEN ANNE'S COUNTY

RICHARD E. MIDDLETON, et. al.

IN EQUITY

CHANCERY NO. 4363

AFFADAVIT AND ADMISSION OF PERSONAL SERVICE OF
ORDER OF PUBLICATION

PLACE OF Pirmasens / Rheim / and Pfa/F,

ACKNOWLEDGMENT Germany

I HEREBY CERTIFY, that on this 15th day of March, 1961, I served a certified copy of the Order of publication issued in a cause entitled "Betty M. Clevenger, et, al., vs Richard E. Middleton, et.al.," being Cause No. 4363, pending in the Circuit Court for Queen Anne's County, State of Maryland, In Equity, on Robert E. Middleton, now serving overseas in the Armed Forces of the United States of America, by reading the same to him, and leaving a copy of the Order of Publication and the Bill of Complaint with him at (insert address) 1930d Military Police Company, APO 189, U.S. Forces (or New York, New York), Country of Germany, on the 15th day of March, 1961, at the hour of 3:20 o'clock, P.m.

And the undersigned does further certify that he is at the date of this certificate a Commissioned Officer in the United States Army of the rank stated below and is in the active service of the Armed Forces of the United States.

AS WITNESS my hand and Seal.

WITNESS:

K A ZOOK 1/K

SAMUEL G. STONE (STONE)
SIGNATURE of Officer taking
oath

1/Lt, MPC, Summary Court Officer
Rank and Command to which attached
1930d Military Police Company
APO 189 New York, New York

PLACE OF Pirmasens / Rhenland Pfalz,ACKNOWLEDGMENT Germany

I HEREBY CERTIFY, that on this 16th day of March, 1961, before me, Kenneth A. Fook, the undersigned officer, personally appeared Samuel G. Stone, known to me to be a Commissioned Officer of the rank of 1st Lt., in the active service of the Armed Forces of the United States, and made oath in due form of law that he served a certified copy of the Order of Publication and the Bill of Complaint in a cause intitled "Betty M. Clevenger, et.al., vs Richard E. Middleton, et.al.," being Cause No. 4363, pending in the Circuit Court for Queen Anne's County, Maryland, in Equity, by reading the same to Robert E. Middleton and leaving a certified copy of the Order of Publication and the Bill of Complaint with the said Robert E. Middleton at (insert address) 1930d Military Police Company, APO 189, New York, New York, Pirmasens/Pfalz, Country of German, on the 15th day of March, 1961, at the hour of 3:40 o'clock, P.m.

And the undersigned does further certify that he is at the date of this Affidavit a Commissioned Officer in the United States Army of the rank stated below and is in the active service of the Armed Forces of the United States.

AS WITNESS my hand and seal.

KENNETH A. ZOOK (SEAL)
Signature of Officer taking oath

1/Lt. MPC, Commanding
Rank and Command to which attached
1930d Military Police Company
APO 189, New York, New York

I HEREBY ADMIT having been served with a certified copy of the Order of Publication in the above entitled cause, by having the same read to me and a copy thereof, along with a certified copy of the Bill of Complaint, left with me at the hour and place above set forth by Samuel G. Stone 1/Lt MPC, Summary Court Officer, who is a duly Commissioned Officer of the rank and command above stated in the active service of the Armed Forces of the United States.

WITNESS my hand and seal.

WITNESS:

ROBERT E. MIDDLETON (SEAL)
Robert E. Middleton

Filed March 28, 1961

PETITION

Filed April 18, 1961

BETTY M. CLEVINGER, et.al.

IN THE CIRCUIT COURT FOR

VS

QUEEN ANNE'S COUNTY

RICHARD E. MIDDLETON, et. al.

IN EQUITY

No. 4363PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Betty M. Clevenger, Guardian of Richard E. Middleton and Robert E. Middleton, infants, unto your Honors respectfully says:

1. That as will appear by reference to the Bill of Complaint filed in this cause, the defendants, Richard E. Middleton and Robert E. Middleton, are infants under the age of 21 years.

2. That the writ of subpoena heretofore issued in this cause against Richard E. Middleton, infant, has been duly served on said infant, and a copy thereof, along with the Bill of Complaint, served also on your Petitioner, as guardian of said infant, as will appear from the return of the Sheriff of Queen Anne's County endorsed on the writ of subpoena and filed herein.

3. That the Order of Publication issued on this cause against Robert E. Middleton, infant, has been duly served on said infant, and a copy thereof, along with the Bill of Complaint, served on your petitioner, as guardian of said infant, as will appear from the return of the Sheriff of Queen Anne's County and from the return of personal service of the Order of Publication, both filed herein.

4. That your Petitioner is advised that because of said infancy of the Defendants it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infants.

Therefore, your Petitioner prays this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for Richard E. Middleton and Robert E. Middleton, infants, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infants.

And as in duly bound, etc.

Filed April 18, 1961

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Solicitor for petitioner

ORDER

Filed April 18, 1961

ORDER

Upon the foregoing Petition, IT IS ORDERED this 18th day of April, 1961, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that J. Elmer Thompson, Jr., of Queen Anne's County, Maryland, be and he is hereby appointed Guardian Ad Litem of Richard E. Middleton and Robert E. Middleton, infants, with instructions to him to answer and defend the suit instituted against said infants by the Bill of Complaint filed in this cause.

THOS J KEATING JR.
Judge

Filed April 18, 1961

ANSWER

Filed April 21, 1961

BETTY M. CLEVINGER, et.al.

VS

RICHARD E. MIDDLETON, et.al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Richard E. Middleton and Robert E. Middleton, infants, under the age of twenty-one years, by J. Elmer Thompson, Jr., their Guardian Ad Litem, to the Bill of Complaint exhibited against them in said cause says:

That these Defendants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted,

J. ELMER THOMPSON JR.
J. Elmer Thompson, Jr.
Guardian Ad Litem

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 20th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James Elmer Thompson, Jr., the above named Guardian Ad Litem for Richard E. Middleton and Robert E. Middleton, infants, and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of his knowledge, information and belief.

Notary
Public
Seal.

BEVERLY C. LARRIMORE
NOTARY PUBLIC

I HEREBY CERTIFY that a copy of the foregoing Answer was served on Vachel A. Downes, Jr., Solicitor for the Complainants, by leaving a copy of the same at his law office on Lawyer's Row, Centreville, Maryland, this 20 - day of April, 1961.

J. ELMER THOMPSON JR.
J. Elmer Thompson, Jr.
Guardian Ad Litem

Filed April 21, 1961

PETITION

Filed April 21, 1961

BETTY M. CLEVINGER, et.al.

VS

RICHARD E. MIDDLETON, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Betty M. Clevenger, Guardian of Richard E. Middleton and Robert E. Middleton, infants, unto your Honors respectfully says:

1. That the parties defendant have answered in the premises in proper form.
2. That the parties plaintiff desire to take testimony in the premises, and pray this Honorable Court to pass an Order permitting the papers in this Cause be sent before one of the regular examiners of this Court so that your Petitioners may have annoppoetunity to prove the allegation of the Bill.

And as in duty bound, etc.

VACHEL A DOWNES JR.
Solicitor for Plaintiffs

Filed April 21, 1961

ORDER OF COURT

Filed April 21, 1961

ORDER OF COURT

Upon the foregoing Petition, it is thereupon Ordered by the Circuit Court for Queen Anne's County, in Equity, this 21st day of April, 1961, that the papers in this Cause be sent before one of the regular examiners of this Court so that the Petitioners - Plaintiff may have an opportunity to prove the allegations of their Bill; provided, however, that before taking the said testimony, the Examiner shall give to the Defendants or their Guardian Ad litem the usual notice of taking same so that they may be present either in person or by solicitor and take testimony.

THOS J KEATING JR.
Judge

Filed April, 21, 1961

TESTIMONY

May 15, 1961

BETTY M. CLEVINGER, et. al.

VS

RICHARD E. MIDDLETON.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the Standing Examiners of this Honorable Court, having been notified by Vachel A. Downes, Jr., Solicitor for the Complainants, of his desire to take testimony in said cause, did meet at the office of the said Vachel A. Downes, Jr., Lawyer's Row, Centreville, Maryland, on Thursday, the 27th day of April, 1961, at 4:00 o'clock, p.m., for the purpose of having testimony, the Guardian Ad Litem having waived notice of the taking of the same and choosing not to appear, and after swearing all witnesses and the stenographer, did proceed to take testimony in said cause, your Examiner not finding it necessary to examine any of the witnesses there being no unusual circumstances in the taking of the testimony or in the conduct of the proceedings, said testimony being as follows, to wit:

B. HACKETT TURNER
Examiner

Filed May 15, 1961

Betty M. Clevenger, first witness, being sworn, does depose and say:

Questions by Examiner:

Q. State your name, age, residence and occupation.

A. Betty M. Clevenger, 33, Grasonville, Maryland, housewife.

Q. Do you know of any prior litigation or pending litigation between the parties to this cause in the Circuit Court of Queen Anne's County or in any other Court?

A. No.

Questions by Mr. Downes:

Q. Are you the Plaintiff in this cause?

A. Yes. I filed suit to get the sale of the James B. Middleton Residence Property ratified as Guardian of Richard E. Middleton and Robert E. Middleton.

Q. Which Court appointed you Guardian of Richard E. Middleton and Robert E. Middleton?

A. The Orphans' Court of Queen Anne's County. We are administering my father's estate and I am the Administratrix. The Orphans' Court appointed me Guardian on the 24th day of February, 1961. Letter of Administration were granted to me on the 25th day of February, 1960/

Q. Did your father, James B. Middleton, die owning real estate only in his name and if so would you please describe the property.

A. Yes. He had a home on Hammond Street at Centreville Landing. It has four rooms, with bath and utility room and an unfinished upstairs. He got the property from Margaret A. Dill in 1946 and the lot then was 67 feet wide and 225 feet deep, and bordered on Creamery Lane. He sold off a piece of this lot in 1949 to my uncle, Vernon D. Middleton. The property sold to Uncle Vernon bordered on Creamery Lane 67 feet and had a depth of 100 feet. My father owned the rest of the property when he died on January 12, 1960.

Q. Did he own this property in fee simple?

A. Yes.

Q. At the date of this death did any person have any interest in the remaining portion of his lot.

A. No.

Q. Who are the heirs of James B. Middleton?

A. My mother died in 1946 so there are 8 children liveing who are his heirs. They are Betty M. Clevenger, Shirley Sparks, Myrtle Crouse, James A. Middleton, Blanche Cashiell, George W. Middleton, Robert E. Middleton and Richard E. Middlwton.

Q. Are any of the heirs of James B. Middleton infants, under the age of 21 years?

A. Yes. Robert and Richard are 19.

Q. What is the present domocile of Richard E. Middleton?

A. Richard is married and lives in Centreville.

Q. What is his wife's name?

A. Elizabeth T. Middleton.

Q. What is the domocile of Robert E. Middleton?

A. Bobby is in the Army and is now stationed in Germany.

Q. Is Robert E. Middleton married?

A. No.

Q. Has the administration of the estate of James B. Middleton be completed?

A. No.

Q. What assets constituted your father's estate?

A. He owned no furniture. He had only \$40.00 in the bank. The only real estate that he possessed was the house and lot and we have to sell this property in order to settle the estate.

Q. What duties and obligations did your father have on the date of his death?

A. He owed the Centreville National Bank of Maryland \$350.00 and there were small current bills of about \$145.00. This included taxes, fuel oil bills, electric, gas, and bills of that nature. His funeral bill amounted approximately to \$750.00 and then there is the cost of a grave marker due to Newnam in Easton. In addition to that there is the administration and legal fees and commissions arising from this suit and from the administration of his estate.

Q. In your opinion, how much is required to pay your father's bills and the costs and fees you mentioned.

A. I don't know exactly but the funeral expenses and all bills amounted to \$1400.00. When you add to it fees, commission, etc., it totals about \$2000.00.

Q. What was the market price of the property?

A. \$4000.00. We have entered into a contract for this price with David Wilmer Middleton and his wife.

Q. Are the gross proceeds of this sale subject to your father's debts and the other costs, commissions and fees mentioned?

A. Yes.

Q. Approximately how much, in your opinion, will remain for distribution among your father's heirs?

A. Approximately \$2000.00.

Q. Have all heirs been notified of this sale and do they all agree to it?

A. Each of the 8 children has been notified and all of them want to dispose of the

property as quickly as possible. All of the adults have signed a contract of sale, and while Bobby and Dicky couldn't sign this contract, they want the property sold also. We all know this is the only way we can settle the estate and pay our father's debts.

Q. As best you can estimate, if this sale is ratified and all debts, commissions, costs, etc., paid, what do you feel will be the approximate net distribution to each of the 8 heirs?

A. About \$250.00 each and maybe a little more. I don't think it will be any less.

Q. Who are the persons who have agreed to purchase the property and what is the sale price?

A. David Wilmer Middleton and Carolyn Joyce Middleton, his wife, have agreed to purchase the property for \$4000.00 and signed a contract to that affect on February 24th.

Q. When will Robert E. Middleton and Richard E. Middleton be 21 years of age?

A. Robert E. Middleton and Richard E. Middleton will be 21 in April, 1963.

Q. Are David Wilmer Middleton and Carolyn Joyce Middleton adults?

A. Yes.

Q. What is the purpose of filing this suit?

A. Since Dickie and Bobby are under 21 they cannot sign the deed and they are entitled to an 1/8 interest in the property. We want to sell the property, pay all these debts, etc., and divide what is left among the heirs. Bobby and Dickie would not get their share until they are 21 and I suppose I would hold it for them, as their guardian, until then.

Q. Was the property appraised?

A. Yes, the property was appraised by Charles Anthony and Linwood Yates and they appraised it at \$3000.00. The property definitely needs some work done to it, and like all vacant property it is falling apart.

Q. Do you feel that \$4000.00 represents the fair market price value of the property?

A. Yes I do. I think the price is very reasonable. I feel we were very fortunate in having a purchase offer a price such as this for it. I am glad that David agreed to buy it.

Q. Under the terms of the contract with David Middleton what portion has he paid as a deposit and how much is still due?

A. They paid \$200.00 down and \$3800.00 is due.

Q. In your opinion, could the property be partitioned in kind among the eight heirs? Is it capable of being equally divided among those entitled thereto?

A. No, it is a small lot, and the improvements consist only of a small house.

Q. In your opinion, would it be to the interest and advantage of the owners of the property, and of the minor children, to dispose of this property for \$4000.00?

A. Yes. We were lucky to find someone willing to pay this price.

Q. Did your father die leaving a will, and what was the date of his death?

A. No. He had no will. He died January 12, 1960.

The second witness, Marlin Clevenger, being sworn, does dspose and say:

Q. State your name, age, residence and occupation.

A. Marlin Clevenger, 34, Grasonville, Maryland, State Police.

Q. Did you know James B. Middleton before his death?

A. Yes. I know him since 1946.

Q. Are you related to the said James B. Middleton?

A. I married his daughter, Betty, in 1947.

Q. Do you know the date James B. Middleton died?

A. Yes. January 12, 1960.

Q. Do you know the names of his heirs?

A. Yes. There are 8 children and they are: Betty M. Clevenger, Shirley Sparks, Myrtle Crouse, James A. Middleton, Blanche Dashiell, George W. Middleton, Robert E. Middleton and Richard E. Middleton.

Q. Did James B. Middleton have any other survivors?

A. No. His wife died in September, 1946. The people I have named are his children.

Q. Did James B. Middleton have any other children or heirs at any other time during his life?

A. Yes. He had a daughter Sharon Christine who died in September, 1946. She was only 10 months old when she died.

Q. Are you familiar with the property which the said James B. Middleton died seized and possessed?

A. Yes. It is at Centreville Landing. It is a frame house that has four rooms, bath and living room and an unfinished second floor. The lot has a frontage of 120 feet and is about 60 or 70 feet deep.

Q. Are you familiar with the land values in Queen Anne's County and in and around the town of Centreville?

A. Somewhat. I own a house in Grasonville.

Q. In your opinion, what would be the fair market value of the James B. Middleton property?

A. Approximately \$4000.00.

Q. Is the sale of this property necessary to pay the debts of James B. Middleton, deceased, the costs of administration, etc.?

A. Yes. With his funeral bill and grave stone, it would take \$1400.00 to \$1500.00 to settle his estate and he only had \$40.00 when he died. This property was his only real estate.

Q. In your understanding, is the purchase price subject to the debts of James B. Middleton, the cost of administration and of this suit?

A. I understand all these things have to be paid and the 8 heirs get what is left. I understand there will be about \$200.00 to \$250.00 each.

Q. Do you know if the heirs of James B. Middleton entered into a contract of sale for this property and if so to whom and for what price?

A. I signed a contract of sale as the husband of Betty Clevenger and the contract had been signed by all of the children and their respective spouses, except for Robert and Richard Middleton. They are both under 21 and my wife, Betty, signed the contract for them as their guardian.

Q. Do you know if the James B. Middleton property is subject to a mortgage?

A. I don't think so.

Q. In your opinion, are the lands described in this cause capable of being divided in kind among the heirs of James B. Middleton, or capable of otherwise being equally divided among these entitled thereto without loss or injury?

A. Of course not. It is too small.

Q. In your opinion, would the sale of the property in this cause to David W. Middleton and his wife, be to the advantage of said infants, Robert E. Middleton and Richard E. Middleton, as well as to the other heirs of James B. Middleton, deceased.

A. Yes. Any conveyance of the property would be to the advantage of said infants, and to all the other heirs for that matter. It needed a lot of work and started to deteriorate badly when it was vacant. This sale is a good thing for all of them.

*** * * * * * * * *

Linwood C. Yates, the third witness, being sworn, does depose and say:

Q. State your name, residence and occupation.

A. Linwood C. Yates, Centreville, Maryland, Real Estate broker. I have been engaged in the real estate business for 11½ years and in addition own property in Centreville. Also I have qualified as an expert witness in numerous Court proceedings involving the value of real estate in Queen Anne's County.

Q. Are you familiar with the property owned by James B. Middleton at Centreville Landing?

A. Yes. I appraised the property with Charles Anthony for the real inventory found on this estate in the Orphans' Court. I went through this property at the time.

Q. In your opinion, what is the fair market value price of this property?

A. \$3000.00 to \$3500.00. This would be a fair price in my opinion. The property needed a good bit of work done to it. It is a small frame house and not too well located. Property values are low in the neighborhood.

Q. In your opinion, do you think a \$4000.00 purchase price for this property would be adequate?

A. Yes. I think it is a very good price.

Q. In your opinion, would it be to the interest and advantage of the owners of this property including the infant heirs, to sell and dispose of the same at a price of \$4000.00?

A. Yes. It would certainly seem to me to be to their advantage. This would seem to me

to be a very hard property to sell. Even if sold through a broker I doubt if they could get more for it, and by selling direct they have no commission to pay.

Q. In your opinion, is this property capable of being equal divided among the persons entitled thereto without loss or injury?

A. Of course it isn't. It's too small. There is no possible way it could be divided among 8 children.

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargeable to the complainant, as follows, to wit:

B. Hackett Turner, Examiner	\$ 10.00
Brenda M. Turner, Stenographer	10.00

And the Examiner does further certify that the examination was commenced at 4:00 o'clock, p.m., and completed at 5:00 o'clock, p.m., on the 28th day of April, 1961.

B. HACKETT TURNER
Examiner

Filed May 15, 1961

WAIVER - EXAMINERS EXHIBIT No. 1

Filed May 15, 1961

BETTY M. CLEVENGER, et.al.

VS

RICHARD E. MIDDLETON, et.al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

WAIVER

The undersigned, Guardian Ad Litem of Robert E. Middleton and Richard E. Middleton, does hereby waive notice of the taking of testimony in this cause, as he does not choose to appear to offer testimony in the premises and has submitted the rights of said infants to the protection of the Circuit Court for Queen Anne's County.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Guardian Ad Litem for
Robert E. Middleton and
Richard E. Middleton

WAIVER OF 10 DAY RULE

Filed May 15, 1961

BETTY M. CLEVENGER, et.al.

VS

RICHARD E. MIDDLETON, et.al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

WAIVER OF 10 DAY RULE

The parties hereto do hereby agree and waive, under the provisions of Rule 580, Section P. Maryland Rules of Procedure, the requirement that testimony taken before the Examiner in the above entitled case remain in Court ten (10) days and do hereby agree that the above entitled matter to taken up for hearing immediately.

VACHEL A DOWNES JR
Vachel A. Downes, Jr.
Solicitor of Complainant

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Guardian Ad Litem for
Richard E. Middleton and
Robert E. Middleton,
infants

Filed May 15, 1961

DECREE

Filed May 17, 1961

BETTY M. CLEVINGER, et.al.

VS

RICHARD E. MIDDLETON, et.al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363DECREE

This cause standing ready for hearing, and being submitted without argument, the Bill of Complaint and other proceedings were read and considered.

It is thereupon, on this 17th day of May, 1961, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the part of the real estate of Robert E. Middleton and Richard E. Middleton, infants, mentioned and described in these proceedings be sold, it appearing to the Court that a sale thereof will be to the interest and advantage of said infants, and that VACHEL A. DOWNES JR. ESQUIRE, of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee to make said sale.

And it is further adjudged, ordered and decreed as follows:

(a) That before proceeding to make any sale hereunder the said trustee shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland to be executed by himself, with a surety or sureties thereon to be approved by this Court, or the Clerk thereof, in the penalty of ONE THOUSAND --- Dollars (\$1000.00), if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises.

(b) That the said trustee shall then proceed to sell the interest of Robert E. Middleton and Richard E. Middleton in said real estate at private sale unto David Wilmer Middleton and Carolyn Joyce Middleton, his wife, as tenants by the entirety, at and for the sum of One Thousand Dollars (\$1000.00), being the total value of the undivided 1/8 interest of Robert E. Middleton and the undivided 1/8 interest of Richard E. Middleton, the sum of Fifty Dollars (\$50.00), being the proportionate share of said infants, having been paid heretofore unto Betty M. Clevenger, Guardian of said infant children, under the terms of this Contract of Sale filed in this cause, the balance of the purchase money, to wit: the sum of Nine Hundred Fifty Dollars (\$950.00) due and payable unto said children shall be paid upon the final ratification of said sale by this Court, without interest.

(c) That as soon as may be convenient after such sale the said trustee shall return to said Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual order nisi without which (and the publication thereof) the sale heretofore direct to be made shall not be final.

(d) That upon the final ratification of said sale by this Court, and upon the payment of the whole purchase money (and not before) the said trustee, by good and sufficient deed to be executed and acknowledged by him agreeable to law, shall convey to the purchasers, their heirs and assigns, the real estate so sold to them, free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them, or any of them.

(e) And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from said purchase money to be paid him as aforesaid, the costs of this cause and such commissions to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS J KEATING JR.
Judge

Filed May 17, 1961

CERTIFIED COPY OF BOND

Filed May 22, 1961

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of May in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:-

STATE OF MARYLAND

To wit:

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as principal, and Hartford Accident and Indemnity Company, a body corporate, duly authorized to transact business in the State of Maryland, as surety are firmly held and bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment

well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of May, 1961

WHEREAS, the above bounden, Vachel A. Downes, Jr., has by decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 17th day of May, 1961, been appointed as Trustee in a cause entitled "Betty M. Clevenger, et.al., vs Richard E. Middleton, et.al.," being Chancery No. 4363, for the purpose of selling and conveying the real estate in said cause mentioned, and by these presents does furnish his bond in the penalty of One Thousand Dollars (\$1,000.00) as required by said decree; and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, Vachel A. Downes, Jr., does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and effect.

WITNESS our hands and seals this 22nd day of May, 1961.

WITNESS:

ELEANOR H. HUNTER

VACHEL A. DOWNES JR. (SEAL)
Vachel A. Downes, Jr.
Principal

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

ATTEST:

GLORIETA A. BINEBRINK

By: WILLIAM M. FREESTATE
William M. Freestate,
Attorney-in-Fact
Surety Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed May 22, 1961

T. SORDEN PIPPIN, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S+ P. No. 2, folio 107, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 22nd day of May, in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN,
Clerk

REPORT OF SALE

Filed May 22, 1961

BETTY M. CLEVINGER, et.al.

VS

RICHARD E. MIDDLETON, et.al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Vachel A. Downes, Jr., Trustee, respectfully represents unto your Honors:

That pursuant to a decree of this Honorable Court passed on the 17th day of May, 1961, your Trustee did file in this cause a bond with corporate surety thereon in the penalty of One Thousand Dollars (\$1000.00) approved by the Clerk of this Court and conditioned on the faithful performance of the duties reposed in him by said decree, and your Trustee does now report that the real estate described in these proceedings, consisting of a lot or parcel of land, with the improvements thereon, located at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, as more fully described in the Bill of Complaint filed herein, was sold at private sale unto David Wilmer Middleton and Carolyn Joyce Middleton, his wife, in accordance with the terms and conditions of a written Contract of Sale heretofore filed in this cause with the Bill of Complaint and Marked "Complainant's Exhibit No. 5," at and for the sum of One Thousand Dollars (\$1000.00).

Your Trustee further reports that said purchasers have paid unto your Trustee the initial deposit of Fifty Dollars (\$50.00) and he believes said purchasers will, upon final ratification of this sale as provided by the terms of which the sum of Nine Hundred and Fifty Dollars (\$950.00) is due unto your Trustee, and your Trustee makes this report in order to procure ratification of the sale as provided by

the terms of said contract and as directed by the aforesaid Decree of this Honorable Court.

The Report states the amount of the sale to be One Thousand Dollars (\$1000.00)

Respectfully submitted

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Trustee

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

This is to certify that on this 22 day of May, 1961, before the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that the sale was fairly made.

AS WITNESS my hand and seal.

Clerk's
Seal

T. SORDEN PIPPIN
Clerk of the Circuit Court
For Queen Anne's County in Equity

ORDER NISI

Filed May 22, 1961

ORDER NISI ON SALE

Betty M. Clevenger, Guardian of
Richard E. Middleton and Robert E.
Middleton, infants, et al.,

vs.

Richard E. Middleton and Robert E.
Middleton

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4363

ORDERED, this 22nd day of May, 1961, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Trustee, be ratified and confirmed, on or after the 22nd day of June, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of June, 1961.

The report states the amount of sales to be \$1,000.00 .

T. SORDEN PIPPIN Clerk

Filed May 22, 1961

CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed June 21, 1961

ORDER NISI ON SALE

Betty M. Clevenger, Guardian of
Richard E. Middleton and Robert E.
Middleton, infants, et al.,

vs.

Richard E. Middleton and
Robert E. Middleton

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4363

ORDERED, this 22nd day of May, 1961, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Trustee, be ratified and confirmed, on or after the 22nd day of June, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of June, 1961.

The report states the amount of sales to be \$1,000.00

T. SORDEN PIPPIN, Clerk

Filed: May 22, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 20, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case/estate of Betty M. Clevenger, Guardian of Richard E. Middleton and Robert E. Middleton infants vs. Richard E. Middleton and Robert E. Middleton a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th day of June, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of May 1961, and the last insertion on the 8th day of June, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed June 21, 1961

FINAL RATIFICATION

Filed June 22, 1961

BETTY M. CLEVINGER

VS

RICHARD E. MIDDLETON

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of June, 1961, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by Vachel A. Downes, Jr., Trustee, and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi, heretofore filed in this cause, and the trustee is allowed the usual commissions and all expenses incident to the making of said sale, not personal, for which he shall produce vouchers therefor to the Auditor.

THOS J. KEATING JR.
Judge

Filed June 22, 1961

AUDIT

Filed July 13, 1961

BETTY M. CLEVINGER, ETC.
ET.AL.

VS.

RICHARD E. MIDDLETON, ET.
AL.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

No. 4363

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated pursuant to the order of this Court dated June 22, 1961.

2. That in the within account Vachel A. Downes, Jr., Trustee, duly appointed by order of this Court, dated May 17, 1961, to sell the infants share of said real estate, the same being in all a one quarter share of the same, is charged with the proceeds of sale of said infants interest, and thereafter allowed all expenses not personal in accordance with the order of this Court, for which proper vouchers have been produced. In addition thereto your auditor has charged the said trustee with the costs of advertising the audit nisi to be passed as to this audit as well as the fee charged by your auditor.

3. In the distribution, your auditor has directed that one half of the balance be distributed to Betty M. Clevenger, guardian of Richard E. Middleton, infant, and the other half be distributed to Betty M. Clevenger, guardian of Robert E. Middleton, infant. It is also to be noted that no inheritance tax has been charged in this account, your auditor being informed by the said trustee that the personal estate of said infants' father, James B. Middleton, deceased, now being administered upon in the Orphans' Court of Queen Anne's County has not been closed, appears to be insolvent, and said infants must bear a proportionate share of the costs of administering the same.

Respectfully submitted,

J THOMAS CLARK

July 13, 1961

Auditor

Filed July 13, 1961

Cause No. 4363

The proceeds of the sale of real estate reported in this cause, the same being a one quarter share of the same, in account with Vachel A. Downes, Jr., Trustee, appointed by this Honorable Court to make the sale in these proceedings (and vendor of said land)

Cr.

1961

Jun 22 By gross proceeds of the sale of said land, per report of said vendor, to wit: ----- \$1,000.00

Dr.

To Vachel A. Downes, Jr., Trustee (and vendor), his commissions for making sale, per order of court -----	\$100.00	
To do., for court costs due in this cause, per statement of Clerk, to wit:		
1-Costs of T. Sorden Piipin, Clerk -----	\$76.70	
2-Costs of Frank Y. Whiteley, Sheriff----	6.00	
3-Appeal fee of Vachel A. Downes, Jr. Attorney -----	10.00	
4-Fee of James W. Thompson, Jr., Guardian Ad Litem -----	4.50	
5-Costs of B. Hackett Turner, Examiner--	10.00	
6-Costs of Brenda M. Turner, Stenographer -----	10.00	117.20
To do., for an amount paid Wm. M. Freestate Agency for the premium of the corporate surety bond filed by said trustee in this cause, per receipt for same exhibited, to wit: -----		10.00
To do., for an amount paid Queen Anne's Record & Observer Pub. Co. Inc., for publishing the order nisi of sale, per receipt for the exhibited, to wti: -----		12.00
To do., for an amount paid Beverly Larrimore, Notary Public, for notarizing deed, per receipt for same exhibited, to wit:-----		1.00
To do., for an amount due by trustee for his share of 1961 state and county taxes, municipal taxes and water charges, per vendor's settlement sheet, to wit: -----		1.80
To do., for the costs of publishing the audit nisi to be passed as to this account in the Queen Anne's Record-Observer, the sum of -----		10.00
To J. Thomas Clark, auditor, for stating this audit, the sum of -----		27.00
To Betty M. Clevenger, guardian as follows:		
1-As Guardian of Robert E. Middleton, infant, the sum of -----	\$360.50	
2-As Guardian of Richard E. Middleton, infant, the sum of -----	360.50	721.00
		<hr/>
	\$1000.00	\$1,000.00

J THOMAS CLARK

July 13, 1961

Auditor

Filed July 13, 1961

NISI RATIFICATION OF AUDIT

Filed July 13, 1961

NISI RATIFICATION OF AUDIT

Betty M. Clevenger, Guardian of	)	In the Circuit Court
Richard E. Middleton and Robert E.)	
Middleton, and David Wilmer Middleton	)	for Queen Anne's County
and Joyce Middleton, his wife,)	

VS.

Richard E. Middleton and
Robert E. Middleton

In Equity

Cause No. 4363

ORDERED, this 13th day of July, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of August, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 28th day of July, 1961.

Filed July 13, 1961T. SORDEN PIPPIN Clerk

CERTIFICATE

Filed Aug. 7, 1961

NISI RATIFICATION OF AUDIT

Betty M. Clevenger, guardian
of Richard E. Middleton and
Robert E. Middleton, and
David Wilmer Middleton and
Joyce Middleton, his wife,

vs.

Richard E. Middleton and
Robert E. Middleton

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4363

ORDERED, this 13th day of July, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of August, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Anne's County, Maryland, once in each of two successive weeks before the 28th day of July, 1961.

Filed July 13, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 7, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body orporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of Betty M. Clevenger, et. al. vs. Richard E. Middleton, et. al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 28th day of July, 1961, and the last insertion on the 27th day of July, 1961.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Aug. 17, 1961

RATIFICATION OF AUDIT

Filed Aug. 14, 1961

BETTY M. CLEVINGER, Guardian,
et. al.

VS

RICHARD E. MIDDLETON,
et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4363

FINAL RATIFICATION OF AUDIT

ORDERED, this 14th day of August, 1961, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the within and foregoing Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding Audit Nisi, and Vachel A. Downes, Jr., Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

GEORGE B. RASIN, JR.
Judge

Filed Aug. 14, 1961

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-ninth day of May in the year nineteen hundred and sixty-one, the following PETITION was filed for record, to wit:

CLARA V. MIELKE and
WILLIAM EARLE MIELKE,
her husband,
Centreville, Maryland

IN THE CIRCUIT COURT

FOR

VS.

ANN M. SLAUGHTER,
MARY PATRICIA SLAUGHTER,
SARAH E. SLAUGHTER,
all infants, of
Centreville, Maryland

QUEEN ANNE'S COUNTY

IN EQUITY
NO. 4382

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That James B. Slaughter, late of Queen Anne's County deceased, was in his lifetime seized and possessed of a parcel of land called "Bordlington" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and containing 290 acres of land, more or less; said parcel of land having vested in James B. Slaughter as the only heir of his father, Bernard Slaughter, who died intestate in 1954 and being the same parcel of land acquired by Bernard Slaughter and Annie E. Slaughter, his wife, by deed from George C. Redman, et us., dated July 23, 1924, and recorded in Liber B.H.T. No. 2, folio 151, of the Land Records of Queen Anne's County, a certified copy of which deed is attached hereto and made a part hereto, marked "Complainants Exhibit A", subject, however, to a right of way from Bernard Slaughter, widower, to Eastern Shore Public Service, dated July 1, 1962, and recorded in Liber T.S.P. No. 6, folio 127, of the Land Records aforesaid, a certified copy of which right of way is attached hereto and made a part hereof, marked "Complainants Exhibit B".

2. That being so seized and possessed of the tract of of land called "Bordlington", the said James B. Slaughter departed this life on or about February 9th, 1955, intestate, and leaving surviving him the following descendants to whom, as his heirs at law, the said land has descended, viz:

(a) Your Orators, Clara V. Mielke, widow of James B. Slaughter, who on May 9th, 1960, intermarried with William Earle Mielke, both of whom are of full age and reside at Centreville, Maryland.

(b) Ann M. Slaughter, a daughter, who is a minor and resides at Centreville, Maryland.

(c) Mary Patricia Slaughter, a daughter, who is a minor and resides at Centreville, Maryland.

(d) Sarah E. Slaughter, a daughter, who is a minor and resides at Centreville, Maryland.

3. That the said real estate will not admit of being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, and it will be necessary to sell the same and distribute the proceeds of said sale among the aforesaid heirs, according to their several just portions, agreeably to the Acts of the General Assembly in such cases provided.

TO THE END THEREFORE:

(1) That a decree may be passed for the sale of the said real estate and a trustee appointed to make same.

(2) That the proceeds of said sale after costs and expenses incident thereto may be divided among the aforesaid parties according to their several just portions, agreeably to the Acts of the General Assembly in such cases made and provided.

(3) That your Orators may have such other and further relief as their case may require.

May it please your Honorable Court to issue subpoenas to all heirs and parties except those complaining, commanding them to appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

ROBERT R. PRICE JR.
Robert R. Price, Jr.
Attorney at Law,
Solicitor for Plaintiffs
Centreville, Maryland
Phone: Centreville 342

Filed May 29, 1961

COMPLAINANTS' Exhibit A

Filed May 29, 1961

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of July, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit;

THIS DEED, made this 23rd. day of July, in the year nineteen hundred and twenty four, by George C. Redman and Ada A. Redman, his wife, of Queen Anne's County, in the State of Maryland, parties of the first part, and Bernard Slaughter and Annie E. Slaughter, his wife, of Talbot County, in the State aforesaid, parties of the second part.

WITNESSETH, that in considration of the sum of five dollars, and the assumption by the grantees, parties of the second part hereto of two mortgages now resting on the hereinafter described property, viz: one, bearing date May 1st. 1918 from William James Barcus and wife to A. Sidney Gadd et al. for the sum of six thousand (\$6,000.00) dollars, and recorded in Liber W.F.W. No. 11, folios 520 etc, of the land records of Queen Anne's County aforesaid, and the second, for the sum of eleven thousand dollars (\$11,000.00) bearing date the 26th, day of December, A D. 1919, and given by said George C. Redman and Ada A. Redman, his wife, to Michael B. Nichols, and recorded in Liber J.F.R. No. 3, folios 434 etc. one of the land records of Queen Anne's County aforesaid, as well as other valuable considerations, the said George C. Redman and Ada A. Redman, his wife, do hereby grant and convey unto the said Bernard Slaughter and Annie E. Slaughter, his wife, as tenants by the entireties, and to the heirs and assigns of the survivor, in fee simple, all and singular that farm or plantation, tract or parts of tracts of land and premises, situate, lying and being in the third election district of Queen Anne's County, Maryland, on both sides of the public road leading from the Centreville-Star road to the Ruthsburg Star road, adjoining the lands of McCabe, William H. Emerson, the heirs of Francis W. Neavitt and others, and containing the quality of two hundred and Ninety acres, three rods and twelve perches (290 A. 3 r. 12 P.) of land, more or less, and called and known as "Bordlington." It being the same tract of land which was conveyed to William J. Barcus by Richard T. Earle and wife, by deed bearing date the 1st. day of May A.D. 1918, and recorded in Liber W.F.W. No. 11, folios 518 etc, and the same which was conveyed to the said George C. Redman and Ada A. Redman, his wife, by the said William J. Barcus and wife, by deed bearing date the 26th. day of December, A.D. 1919, and recorded among the land records of Queen Anne's County, in Liber J.F.R. No. 3, folios 432 etc. all Libers above referred to being records of Queen Anne's Co. Maryland.

TOGETHER with the buildings and improvements erected, made or being and all and every, the rights, alleys, ways, waters, meadows, rights-of-way, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lands and premises, tracts or parts of tracts of land above described and mentioned and hereby intended to be granted and conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Bernard Slaughter and Annie E. Slaughter, his wife, as tenants by the entireties, and to the heirs and assigns of the survivor, in fee simple.

And the said George C. Redman and Ada A. Redman, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such other and further assurances of said lands as may be requisite.

Witness our hands and seals the day and year first herein above written.

Witness: Bertha G. Durney. Geo. C. Redman. (SEAL) Ada A. Redman. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: _

I hereby certify that on this 23rd. day of July, in the year of our Lord, one thousand nine hundred and twenty four before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared George E. Redman and Ada A. Redman, his wife, the grantors named in the foregoing deed and they did each respectfully acknowledged the same to be his and her act and deed.

Notary Public Seal. Bertha G. Durney Notary Public

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber B.H.T. No. 2, folio 151, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I Have hereunto subscribed my name and affixed the seal of the circuit court for Queen Annes' County, this 26th day of May in the year nineteen hundred and sixty-one

Clerk's Seal T. SORDEN PIPPIN Clerk

COMPLAINANTS' EXHIBIT B

Filed May 29, 1961

#31,966
FORM RW-3M-4-51

LIBER 6 PAGE 127

RECEIVED FOR RECORD Aug. 22 1952

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 1 day of July, 1952, by and between Bernard Slaughter, Widower, party of the first part, hereinafter called OWNER, and THE EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND, A Maryland corporation, party of the second part, for itself, its lessees, successors and assigns, hereinafter called COMPANY.

WITNESSETH that for and in consideration of the sum of \$43 00 cash in hand, paid, the receipt of which is hereby acknowledged, OWNER does hereby give, grant bargain, sell and convey to COMPANY, its lessees, successors and assigns, the right of way, privilege and easement, in perpetuity, to construct, operate and maintain a line for the transmission and/or distribution of electricity, including the right to erect poles and other supports, to guy, brace, relocate and maintain the same, and to string, stretch, suspend and construct thereon wires, cross-arms, attachments, equipment, accessories and other fixtures and appliances, including telephone, telegraph and other wires, necessary or convenient for the transmission and/or distribution of electric current, over, upon and across a certain tract of land belonging to OWNER, or in which OWNER has an interest, located near the town of Centreville Queen Anne's County, Maryland adjoining the land of Charles B. Quinby and the Keating Estate and containing 211 acres, more or less.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate and remove such poles, supports, wires, crossarms, attachments, equipment, accessories, fixtures and appliances, including the right to increase or decrease the number of wires and voltage, and all other rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purpose above described, including the right of ingress and egress to and from said right of way, and the right to trim cut, remove and keep clear any and all trees, limbs, undergrowth and other obstructions, including structures of all kinds, upon said right of way, that may, in any way, now or hereafter, in the opinion of COMPANY, endanger or in any wise interfere with the proper construction or reconstruction, operation or maintenance of said line.

Said right of way, privilege and easement over, upon and across the aforesaid property may be used and exercised by COMPANY within an area 75 feet in width on each side of the center of the aforesaid line for the transmission and/or distribution of electricity and the course thereof has heretofore been marked out and is described as follows: This right of way covers the overhang of electrical conductors over OWNER'S property and at the Northwesterly corner thereof, the center line of said electric transmission line is a continuation of and connects with COMPANY'S transmission line as covered by rights of way from Charles S. and My Louise Quimby, dated April 19, 1951, and now of record among the Land Records for Queen Anne's County, Maryland, in Liber TSP No. 1, Folio 372, and a right of way from Nannie P. Keating, et al, dated April 11, 1951, and now of record among the Land Records for Queen Anne's County, Maryland, in Liber TSP No. 1, Folio 438. This right of way covers the cutting, clearing and keeping clear of all brush, timber, undergrowth and other obstructions on OWNER'S property that are located within 75 feet to either side of the center line as designated on the above noted adjoining rights of way. All wood and timber cut shall be left for OWNER'S use, provided, however, that OWNER, his heirs and assigns, shall have the right to use said area for any lawful purpose not inconsistent with or in contravention of the rights hereby conferred upon COMPANY.

COMPANY shall pay OWNER for any damages done by COMPANY to crops, roads, fences, bridges or other structures of OWNER while making repairs to or reconstructing or removing said line.

OWNER covenants that OWNER has the right to convey said right of way, privilege and easement, that COMPANY, its lessees, successors and assigns shall have quiet and peaceable possession, use and enjoyment of said right of way, privilege and easement and the rights hereby conferred, and that OWNER will execute such other and further assurances thereof as may be requisite.

Provided, however, the EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND, its successors or assigns shall further pay to the OWNER, his heirs or assigns, the sum of No---- Dollars, in full payment for the right of way, privilege and easement herein conveyed, on the land of the OWNER hereinbefore described from time to time, before any poles or equipment are erected thereon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto affixed our hand and seal the day and year above written.

Signed, sealed and delivered

in the presence of:

R J RICHARDSON
R. J. RichardsonBERNARD SLAUGHTER (SEAL)
Bernard Slaughter, Widower

(SEAL)

State of Maryland Queen Anne's County to-wit:

I hereby certify that on this 1st day of July in the year 1952, before me James B. Hearn, a Notary Public in and for the County of Wicomico of the State aforesaid, personally appeared Bernard Slaughter and acknowledged the foregoing instrument to be his respective act. In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and year written above.

NOTARY
PUBLIC
SEALJAMES B. HEARN
James B. Hearn
Notary Public

One-Fifty-five Cent Recordation
Tax Stamp. Endorsed ESPS 8-22-52

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 6, folio 127, a Land Record Book for Queen Anne's County.

CLERK'S
SEAL

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the circuit Court for Queen Anne's County, this 26th day of May in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN

Clerk

SUBPOENA TO BE SERVED

Filed June 3, 1961

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

CLERK'S
SEAL

TO Sarah E. Slaughter, infant
Centreville, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Clara V. Mielke and William Earle Mielke, her husband, Centreville Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 29th. day of May, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Robert R. Price, Jr.

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone: 342 Centreville

And on the back of the foregoing Summons is the following endorsement, to wit:

Served by delivering a copy of the subpoena to Sarah E. Slaughter, infant and by leaving a copy of the Petition with her and with her mother, Clara V. Mielke, with whom she lives this 31st day of May, 1961.

FRANK Y. WHITELEY
Sheriff of Queen Anne's County

SUBPOENA TO BE SERVED

Filed June 3, 1961

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

CLERK'S
SEAL

TO Mary Patricia Slaughter, infant
Centreville, Maryland

GREETING:

We commend and dnjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Clara V. Mielke and William Earle Mielke, her husband, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 29th. day of May, 1961.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Robert R. Price, Jr.

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone: 342 Centreville

And on the back of the foregoing Subpoena is the following endorsement, to wit;

Served by delivering a copy of the subpoena to Mary Patricia Slaughter, infant and by leaving with her a copy of the Petition and with her mother, Clara V. Mielke, with whom she resides this 31st day of May, 1961.

FRANK Y WHITELEY
Sheriff of Queen Anne's County.

SUBPOENA TO BE SERVED

Filed June 3, 1961

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

CLERK'S
SEAL

TO Ann M. Slaughter, infant
Centreville, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Clara V. Mielke and William Earle Mielke, her husband, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 29th. day of May, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proff may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Robert R. Price, Jr.

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland
Phone: 342 Centreville

*CARRIED FORWARD TO FOLIO 281 OF THIS LIBER

PETITION

Filed June 14, 1961

Clara V. Mielke and	:	In The Circuit Court For
William Earle Mielke	:	
	:	
Plaintiffs	:	Queen Anne's County
	:	
vs.	:	
	:	
Ann M. Slaughter,	:	In Equity
Mary Patricia Slaughter'	:	
Sarah E. Slaughter,	:	
	:	
Defendants	:	No. <u>4382</u>

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clara V. Mielke, Guardian of Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, infants, unto Your Honors respectfully says:

1. That as will appear by reference to the Bill of Complaint filed in this Cause, the Defenandts, Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, are infants under the age of 18 years.

2. That the writ of subpoena heretofore issued in this Cause against Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, infants have been duly served, and a copy thereof along with the Bill of Complaint, served on your Petitioner, as guardian of said infants, as will appear from the returns of the Sheriff of Queen Anne's County.

3. That your Petitioner is advised that because of said infancy of the Defendants it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infants.

THEREFORE, Your Petitioner prays this Honorable Court to pass an order appointing some suitable person withi the jurisdiction of this Court as Guardian Ad Litem for Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, infants, with instuctions to said Guardian Ad LITEM TO ANSWER AND DEFEND THE SAID suit for said infants.

AND AS IN DUTY BOUND, ETC.

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
Solicitor for Petitioners

Filed June 14, 1961

ORDER

Filed June 14, 1961

ORDER

UPON the foregoing Petition, IT IS ORDERED this 16th day of June, 1961, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that Vachel A. Downes, Jr. Esq. of Queen Anne's County, State of Maryland, be, and he is hereby appointed Guardian Ad Litem of Ann M. Slaughter, Mary Patricia Slaughter, Sarah E. Slaughter infants, with instructions tohim to answer and defend the suit instituted against said infants by the Bill of Complaint filed in this cause.

Filed June 16, 1961

THOS J. KEATING JR.
Judge.

ANSWER

Filed Aug. 14, 1961

CLARA V. MIELKE
WILLIAM EARLE MIELKE
Complainants

VS

ANN M. SLAUGHTER
MARY PATRICIA SLAUGHTER
SARAH E. SLAUGHTER
Respondants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

NO. 4382

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, infants, under the age of twenty-one years, by Vachel A. Downes, Jr.,

their Guradian Ad Litem, to the Bill of Complaint exhibited against them in said cause, says:

That these Defenandants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted,

VACHEL A DOWNES JR.
Vachel A/ Downes, Jr.
Guradian Ad Litem

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 11 day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County afore, said, personally appeared Vachel A. Downes, Jr., the above named Guardian Ad Litem for Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter, infants, and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of his knowledge, informantion and belief.

NOTARY
PUBLIC
SEAL.

BRENDA TURNER
NOATARY PUBLIC

I HEREBY CERTIFY that a copy of the foregoing Answer was served on Robert R. Price, Jr., Solicitor for the Complainants, by leaving a copy of the same at his law office on Lawyer's Row, Centreville, Maryland, this 12 day of July, 1961.

NOTARY
PUBLIC
SEAL.

VACHEL A DOWNES JR.
Vachel A. Downes, Jr.
Guardian Ad Litem

Filed Aug. 14, 1961

TESTIMONY

Filed Aug. 24, .961

Clara V. Mielke and	:	In The Circuit Court For
William Earle Mielke,	:	Queen Anne's County
Plaintiffs.	:	
vs.	:	In Equity
Ann M? Slaughter,	:	
Mary Patricia Slaughter, and	:	No. 4382
Sarah E. Slaughter,	:	
Defendants.	:	

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, B. Hackett Turner, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of Robert R. Price,, So- licitor for the Complainants, did, at the office of Robert R. Price, Jr., Lawyers' Row, Centreville, Maryland, on Wednesday, the 22nd day of August, 1961, at 10:00 A.M., after swearing the witnesses, Oliver C. Jones, Charles E. Anthony, Jr., and Clara V. Mielke, and the stenographer, March F. Collier, did proceed to take their depositions, and do further certify that Vachel A. Downes, Jr., Guradian ad Litem for the Defendants was notified and did waive his appearance at the taking of said depositions.

B. HACKETT TURNER
B. Hackett Turner, Examiner.

Filed Aug. 24, 1961

The first witness, on behalf of the Plaintiff, was the Plaintiff, Clara V. Mielke, who being first sworn according to law, did hereby depose and say, as follows:

EXAMINER'S QUESTIONS:

Q. State your name, age, residence and sccupation.
A. Clara V. Mielke, Centreville, Maryland, and I am a housewife.

Q. Is there any other litigation now pending between the parties to this suit?

A. No.

Questions by Mr. Price:

The first witness, Clara C. Mielke, on her behalf, having been duly sworn, did depose and say:

Q. State your name and address.

A. Clara V. Mielke, Centreville, Maryland.

Q. Mrs. Mielke, what is the name of your husband?

A. William Earl Mielke.

Q. Do you reside on the farm known as "Bordlington" in Queen Anne's County, in the THIRD ELECTION DISTRICT?

A. Yes.

Q. How long have you lived on this farm?

A. Sixteen years.

Q. Do you at the present day own this farm?

A. I inherited a 1/3 interest in this farm from my first husband, James B. Slaughter, who died February of 1955.

Q. Who owns the other 2/3's interest in this farm?

A. My three daughters, they each inherited a 2/9th's interest from their father, James B. Slaughter.

Q. What are the names and ages of your three daughters?

A. Ann M. Slaughter, 15 years old; Mary Patricia Slaughter; 14 years old; and Sarah E. Slaughter, 10 years old.

Q. Were these three girls the only children as a result of your marriage to James B. Slaughter?

A. Yes.

Q. I hand you a paper marked "Complainant's Exhibit A", can you identify it?

A. It is a certified copy of a Deed dated July 23rd, 1924, from George C. Redman and wife to Bernard Slaughter and Annie E. Slaughter, his wife.

Q. For what property is this Deed of Conveyance?

A. It is for a 290 acre farm known as "Bordlington" in the Third Election District of Queen Anne's County.

Q. Who was Bernard Slaughter and Annie E. Slaughter, his wife?

A. They were the Father and Mother of my husband, James B. Slaughter.

Q. Was James B. Slaughter the only child of Bernard Slaughter and Annie E. Slaughter?

A. Yes, he was.

Q. In what year did Annie E. Slaughter die?

A. I believe it was sometime in 1915.

Q. In what year did Bernard Slaughter die?

A. He died in 1954 about six months prior to my husband, James B. Slaughter.

Q. At the time of the death of Bernard Slaughter, did James B. Slaughter inherit the farm called "Bordlington"?

A. Yes, Bernard Slaughter died without a Will and James B. Slaughter was his only child.

Q. To your knowledge has any land been sold from this farm since 1934?

A. Not to my knowledge, I married James B. Slaughter in 1945, and we moved to this farm, since my marriage I know no land has been sold and I have never sold, and I have never been told of any part that has been sold by the attorneys handling my husband's estate or my affairs.

Q. If there any mortgage on this farm at the present time?

A. No.

Q. What was your date of marriage to William Earle Mielke?

A. May 13, 1960.

Q. Is this farm at the present time tilled?

A. Yes, it is tilled by Mr. Tom Meredith on a cash rental basis, which ends this year.

Q. What is the general condition of the buildings on this farm?

A. The house in general is in need of overall repair, as to painting, brick work and a complete new roof. The buildings need paint and other repairs are not now being used for any purpose.

Q. Do you believe this farm can be divided into portions between you and your children?

A. No. I don't see how it could be, particularly the house and buildings.

Q. Are you the legal guardian of your three children?

A. Yes I am under the Orphans' Court of Queen Anne's County.

The second witness, Charles E. Anthony, Jr., having been duly sworn, did depose and say:

Q. State your name and address.

A. Charles E. Anthony, Jr., Centreville, Maryland.

Q. What is your occupation?

A. Real Estate Business.

Q. How many years have you been in the real estate business?

A. About 5 1/2 years.

Q. Are you familiar with farm sales in Queen Anne's County?

A. Yes, I am.

Q. Are you familiar with the farm known as "Bordlington" in the Third Election District of Queen Anne's County owned by Mrs. Mielke and her children?

A. Yes.

Q. Have you visited this farm recently?

A. Yes.

Q. Describe the farm as to acreage.

A. It is approximately 298 total acreage, 186 tillable.

Q. What is the general condition and type of tillable land?

A. The soil is generally of good quality, however, there is a small area approximately 30 acres that needs draining.

Q. What is the general condition of the timber?

A. There is very little value in marketable timber.

Q. Describe the buildings on the farm?

A. There is an old brick home that has electricity and bath that needs considerable improvements in way of plaster repair, brick work and painting, there is a dairy barn, silo, both need repair, a good milk house, horse barn, double corn crib and granary, equipment shed, all of these buildings are structurally sound, however, they need minor repairs and painting.

Q. Is this farm in operating condition?

A. This farm is in operating condition for grain type operation, however, the buildings & fencing is inadequate for livestock or dairy operation.

Q. What is your opinion as to the fair market value of this farm?

A. \$40,000.00.

Q. Would it be possible to divide this farm, 1/3rd to Mrs. Mielke and 2/9th's to each child without injury or damage to its value?

A. It would be impossible to divide this farm. The farm is a long rectangular shaped farm and it would be impractical to divide this farm, and the farm buildings would be very inadequate if divided.

The third witness, Oliver C. Jones, having been duly sworn, did depose and say:

Q. State your name and address.

A. Oliver C. Jones, Centreville, Maryland.

Q. What is your occupation?

A. Real Estate Broker by license and a Farmer.

Q. How many years have you been in the real estate business?

A. About 30 years.

Q. Are you familiar with farm sales in Queen Anne's County?

A. I am.

Q. Are you familiar with the farm known as "Bordlington" in the Third Election District of Queen Anne's County owned by Mrs. Mielke and her children?

A. Yes, I have known the farm 20 or 25 years.

Q. Have you visited this farm recently?

A. Yes.

Q. Describe the farm as to acerage.

A. The farm has approximately 298 total acres, 186 tillable acres.

Q. What is the general condition and type of tillable land?

A. Well, it has mostly very good land for general agricultural purposes.

Q. What is the general condition of the timber?

A. There is about 110 acres of woodland, there is very little marketable timber on the land at the present time.

Q. Describe the buildings on the farm.

A. Well, the farm house is a large, very old, brick house, that is greatly depreciated at this time, it is in need of repair and renovation. The farm buildings consist of a dairy house, barn, silo, the dairy house is in very good condition but the barn and silo need repair. Building known as the horse barn is a large building that is in need of repair and it is not a practical building to be used for hay storage, etc., and is no longer efficient for farm operation. The double corn crib, equipment shed are sound construction, but in need of repair and all the buildings need paint. The tenant house is in good condition and accpetable for use.

Q. Is this farm in operating condition?

A. Sure, but it has got to have repairs.

Q. What is your opinion as to the fair market value of this farm?

A. I feel a fair market value of the farm today is \$40,000.00.

Q. Would it be possible to divide this farm, 1/3rd to Mrs. Mielke and 2/9th's to each child without injury or damage to its value?

A. It would not.

Q. Why?

A. It is a normal size farm and divided you have not got an ecomonical unit to operate, the farm buildings and the farm house are in a group and they are certainly require on a farm, and you could not divide those.

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses and the costs chargeable as follows, to-wit:

B. Hackett Turner, Examiner ----- \$10.00
 Marcy F. Collier, Stenographer ----- 15.00
 All witnesses waive fee

And I do further certify that said depositions were commenced at 10:00 A.M. and were completed at 11:20 A.M., or a period of one hour and twenty minutes.

B. HACKETT TURNER
 EXAMINER

Filed Aug 24, 1961

DECREE

Filed Nov. 2, 1961

CLARA V. MIELKE AND	:	IN THE CIRCUIT COURT
WILLIAM EARLE MIELKE,	:	
PLAINTIFFS	:	FOR
	:	QUEEN ANNE'S COUNTY
VS.	:	
	:	IN EQUITY
ANN M. SLAUGHTER,	:	
MARY PATRICIA SLAUGHTER AND	:	NO. 4382
SARAH E. SLAUGHTER,	:	
DEFENDANTS	:	

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint and other proceedings having been read and considered.

IT IS THEREUPON, this 1st day of November, 1961, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, ORDERED and DECREED, that the real estate mentioned and described in these proceedings be sold, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that ROBERT R PRICE, JR., of Queen Anne's County, State of Maryland, be, and he is hereby appointed Trustee to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that before proceeding to make sale hereunder, said Trustee shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of FORTY THOUSAND Dollars (\$40,000.00), if corporate surety is given and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in him by this Decree or which may be reposed in him by any future decree or order in the premises.

The Trustee shall further advertise the time, place, manner and terms of sale in some newspaper printed and published in Queen Anne's County for at least three (3) weeks prior to the day of sale, said terms to provide for the payment of the entire purchase price in cash on day of sale, or ten per cent of the purchase price in cash and the balance in cash upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction. After complying with the prerequisites of this Decree, said Trustee may proceed to make such sale at the appointed time and place, upon the above terms, by public auction to the highest bidder for said property, and they shall thereafter report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

Upon final ratification of the sale and upon full payment of the purchase money, and not before, said Trustee shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free, clear and discharged of all claims of the parties to this cause or those claiming by, through or under them or any of them

Said Trustee shall bring into Court all of the moneys arising from sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expense of said sale, and such commissions to the Trustee as a Court shall think proper to allow in consideration of the skill, attention and fidelity therewith he shall appear to have discharged his trust.

GEORGE B. RASIN, JR.

Filed Nov. 2, 1961

CERTIFIED COPY OF BOND

Filed Dec. 1, 1961

Queen Anne's County, to wit: Be it remembered that on this First day of December in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:-

NEW HAMPSHIRE FIRE INSURANCE COMPANY
Manchester, New Hampshire

Bond No. 838613

KNOW ALL MEN BY THESE PRESENTS:

that I, Robert R. Price, Jr., Trustee, as PRINCIPAL, and the New Hampshire Insurance Company, a corporation existing under the laws of the State of New Hampshire, as SURETY, are held and firmly bound unto the State of Maryland in the full and just sum of Forty thousand and No/100 (\$40,000.00) Dollars, current money of the United States to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators, executors, successors and assigns in the whole and for the whole jointly and severally, firmly by these presents sealed with our seals and dated this 16th day of November, 1961.

WHEREAS, the said Robert R. Price, Jr., Trustee under and by virtue of a decree for sale passed by the Circuit Court for Queen Anne's County, Maryland, in Equity, the first day of November, 1961, in a cause intitled Mielke vs: Slaughter, et al, in Chancery Cause No. 4382, are about to make sale of the real estate which was the subject of said proceedings.

NOW THE CONDITION of the above obligation is such that if the above bounden Trustee, Robert R. Price, Jr., do and well and faithfully shall fulfill any order or decree which shall be made by said Court in said Cause, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

S. ALEXANDER TUBMAN, 1V

ROBERT R PRICE JR (SEAL)
Robert R. Price, Jr.

NEW HAMPSHIRE INSURANCE COMPANY

ORABELLE H VOGELby COLETTE C McLANE
Attorney-in-factCorporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Dec 1, 1961

T. Sorden Pippin, Clerk

Certified copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. N v. 2, folio 127, a Bond Record Book for Queen Anne's County.

COURT'S
SEAL

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 1st day of December in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN

Clerk

REPORT OF SALE

Filed Dec. 8, 1961

Clara V. Mielke
William Earle Mielke,

Plaintiffs

vs.

Ann M. Slaughter,
Mary Patricia Slaughter
Sarah E. Slaughter,

Defendants

In The Circuit Court

For

Queen Anne's County

In Equity

No. 4382

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this Cause by Robert R. Price, Jr., the Trustee appointed to make such sale, unto your Honors respectfully represents:

1. That pursuant to a decree of this Honorable Court passed on the 1st day of November, 1961, your Trustee filed in this Cause a bond in the penalty of Forty Thousand (\$40,000.00) Dollars, with corporate surety thereon, which said bond was duly approved by the Clerk of the Court.

2. That thereupon pursuant to said decree, your Trustee advertised the time, place, manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) successive weeks prior to the 5th day of December, 1961, as will appear by reference to a Certificate of Advertisement of Sale attached hereto and made a part thereof.

3. That pursuant to said decree and said advertisement, your Trustee proceeded to sell the real estate described in said advertisement in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at 1:30 P. M. (Eastern Standard Time) on Tuesday, December 5, 1961, and sold the same as follows, to wit:

ALL that farm or tract of land situate, lying and being in the third Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from "Centreville-Starr" road to the "Ruthsburg-Starr" road, adjoining the lands of, or formerly of, Jacobs Estate, Jackson R. Collins, Robert E. Emerson and others, containing the quantity of 290 acres of land, more or less, and called and known as "Bordlington.

BEING same property conveyed unto Bernard Slaughter and Annie E. Slaughter, his wife, by deed dated July 23, 1924, and recorded in Liber B.H.T. No. 2, folio 151, of the Land Records of Queen Anne's County. The said Bernard Slaughter and Annie E. Slaughter departed this life intestate and left as their only heirs James B. Slaughter, who departed this life intestate in 1954 leaving as his only heirs at law his widow, Clara V. Slaughter (now Clara V. Mielke) and three (3) children, to wit: Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter.

AND sold same unto Michael Revyuk at and for the sum of Forty-six Thousand (\$46,000.00) Dollars, he being then and there the highest bidder therefor, and said purchaser has complied with the terms of sale ordered by this Court by the payment unto your Trustee of one-tenth of the purchase price or the sum of Four Thousand

Six Hundred (\$4,600.00) Dollars, the balance having been secured to the satisfaction of your Trustee.

Respectfully submitted,

ROBERT R. PRICE JR.
Robert R. Price, Jr.,
Trustee

STATE OF MARYLAND)
) to wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 8 day of Dec., 1961, before me, the Subscriber, the Clerk of the circuit Court for Queen Anne's County, Maryland, personally appeared Robert R. Price, Jr., Trustee in Chancery No. 4382, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale made by him, as Trustee, and herein reported, was fairly made.

WITNESS my hand and seal.

T. SORDEN PIPPIN
Clerk, T. Sorden Pippin

Filed Dec. 8, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Dec. 8, 1961

TRUSTEE'S SALE OF VALUABLE
FARM PROPERTY

The undersigned Trustee, by virtue of a Decree of the Circuit Court for Queen Anne's County in Equity, passed on November 1, 1961, in Cause No. 4382 in said Court, will sell at public sale to the highest bidder in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on

TUESDAY, DECEMBER 5, 1961

at 1:30 p.m. (E.S.T.) the following described real estate, to wit:

ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from "Centreville-Starr" road to the "Ruthsburg-Starr" road adjoining the lands of, or formerly of, Jacobs Estate, Jackson R. Dollins, Robert E. Emerson and others containing the quantity of 290 acres of land, more or less, and called and known as "Bordlington".

BEING same property conveyed unto Bernard Slaughter and Annie E. Slaughter, his wife, by deed dated July 23, 1924, and recorded in Liber B.H.T. No. 2, folio 151, of the Land Records of Queen Anne's County. The said Bernard Slaughter and Annie E. Slaughter departed this life intestate and left as their only heirs James B. Slaughter, who departed this life intestate in 1954 leaving as his only heirs at law his widow, Clara V. Slaughter (now Clara V. Mielke) and three children to wit: Ann M. Slaughter, Mary Patricia Slaughter and Sarah E. Slaughter.

Said farm is improved by a brick dwelling house, frame tenant house, dairy barn, silo, milk house, horse barn, double corn crib and equipment shed, and other small outbuildings. Farm can be inspected at any time.

TERMS OF SALE

Entire purchase price may be paid in cash on day of sale or ten per cent of purchase money in cash shall be paid on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale at the rate of 6% per annum, and to be secured by the note of the purchaser endorsed to the satisfaction of the Trustee. Taxes will be adjusted to the day of sale and all title papers, revenue stamps and costs of recording deed to be at purchaser's expense. Full possession will be given upon final ratification of sale and payment of the purchase price in full.

ROBERT R. PRICE, JR.
103 Lawyers' Row
Centreville, Maryland
Trustee

Lloyd J. Andrew, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 7, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify, that the TRUSTEE'S SALE OF VALUABLE FARM PROPERTY in the case/estate of ----- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of November 1961, and the last insertion on the 30th day of November, 1961.

By PAULINE K. COLEMAN

Filed Dec. 8, 1961

ORDER NISI
Filed Dec. 8, 1961

ORDER NISI ON SALE

Clara V. Mielke	)	In the Circuit Court
William Earle Mielke)	
Plaintiffs	)	for Queen Anne's County
vs.	(
	)	In Equity
Ann M. Slaughter,)	
Mary Patricia Slaughter)	
Sarah E. Slaughter	)	Cause No. <u>4382</u>

ORDERED, this 8th. day of December, 1961, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 8th. day of January, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 2nd. day of January, 1962.

The report states the amount of sales to be \$46,000.00.

T. SORDEN PIPPIN Clerk

Filed Dec. 8, 1961

ORDER NISI
Filed Dec. 14, 1961

ORDER NISI ON SALE

Clara V. Mielke and	)	In the Circuit Court
William Earle Mielke)	
Plaintiffs	)	for Queen Anne's County
vs.	(
	)	In Equity
Ann M. Slaughter)	
Mary Patricia Slaughter	)	Cause No. <u>4382</u>
Sarah E? Slaughter)	

ORDERED, this 14th. day of December, 1961, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 15th. day of January, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th. day of January, 1962.

The report states the amount of sales to be \$46,000.00.

T. SORDEN PIPPIN Clerk

Filed December 14, 1961

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed Jan. 17, 1962

ORDER NISI ON SALE

Clara V. Mielke and
William Earle Mielke
Plaintiffs

vs.

Anna M. Slaughter
Mary Patricia Slaughter
Sarah E. Slaughter

In the Circuit Court
For Queen Anne's County
In Equity

Cause No. 4382

ORDERED, this 14th day of December, 1961, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 15th day of January, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th day of January, 1962.

The report states the amount of sales to be \$46,000.00.

Filed: December 14, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 17, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case/estate of Clara V. Mielke and William Earle Mielke vs. Anna M. Slaughter a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 8th day of January, 1962, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of December, 1961, and the last insertion on the 4th day of January, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Jan. 17, 1962

PETITION

Filed Jan. 17, 1962

CLARA V. MIELKE, et.al.

VS.

ANN M. MIELKE, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

* * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Trustee, unto your Honors respectfully represents:

1. That your Petitioner was appointed trustee in said cause to sell the real estate therein described by order of this Court, dated November 1, 1961, and did thereafter report the sale of the same unto this Court on the 8th day of December, 1961, which Report of Sale states the purchaser of said lands to be one Michael Revyuk at and for the purchase price of \$46,000.00.

2. That the said Michael Revyuk, in purchasing the same, intended to act not only for himself but as agent for his wife, Elizabeth Revyuk, who, from her sole and separate estate is to provide the purchase price for said lands.

3. That the said Michael Revyuk was not represented by counsel at said sale and your Petitioner did not have knowledge of the participation of the said Elizabeth Revyuk in said purchase.

WHEREUPON, your Petitioner prays this Honorable Court to substitute Michael Revyuk and Elizabeth Revyuk, his wife, as the purchasers of the aforementioned lands in the place and stead of the purchaser set forth in the aforesaid Report of Sale.

Respectfully submitted,

ROBERT R. PRICE JR.
Robert R. Price, Jr.
Trustee

Filed Jan. 17, 1962

CERTIFIED COPY OF BOND

Filed Jan. 17, 1962

Queen Anne's County, to wit: Be it remembered that on this Seventeenth day of January in the year nineteen hundred and sixty-two, the following Bond was filed for record, to wit:-

NEW HAMPSHIRE FIRE INSURANCE COMPANY

Manchester, New Hampshire

Bond No. 838710

KNOW ALL MEN BY THESE PRESENTS:

that I Robert R. Price, Jr., Trustee, as PRINCIPAL, and the New Hampshire Insurance Company, a corporation existing under the laws of the State of New Hampshire, as SURETY, are held and firmly bound unto the State of Maryland in the full and just sum of Six thousand and no/100 (\$6,000.00) Dollars, current money of the United States to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, administrators, executors, successors and assigns in the whole and for the whole jointly and severally, firmly by these presents sealed with our seals and dated this 17th day of January 1962.

WHEREAS, the said Robert R. Price, Jr., Trustee under and virtue of a decree for sale passed by the Circuit Court for Queen Anne's County, Maryland, in Equity, the First day of November, 1961, in a cause entitled Mielke vs: Slaughter, et al. in Chancery No. 4382, has made a public sale of the real estate which was the subject of said proceedings and the aforesaid Circuit Court has ordered this additional bond to cover the proceeds.

NOW THE CONDITION of the above obligation is such that is the above bounden Trustee, Robert R. Price, Jr. do and well and faithfully shall fulfill any order or decree which shall be made by said Court in said Cause, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

RUTH DRAPER

ROBERT R. PRICE JR. (SEAL)
Robert R. Price, Jr.

RUTH DRAPER

NEW HAMPSHIRE INSURANCE COMPANY
By S. ALEXANDER TUBMAN, IV (SEAL)
Attorney-in-Fact
Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed Jan. 17, 1962.

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 131, a Bond Record for Queen Anne's County.

Court's
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 17th day of January in the year nineteen hundred and sixty-two.

T. SORDEN PIPPIN
Clerk

ORDER

Filed Jan. 17, 1962

ORDER

Upon the foregoing Petition, it is ORDERED, this 17th day of January, 1962, by the Circuit Court for Queen Anne's County, that Michael Revyuk and Elizabeth Revyuk, his wife, be substituted as purchasers of the lands, in said cause ordered to be sold, to stand in the place of and stead of the purchaser thereof mentioned in the Report of Sale heretofore filed in this cause.

GEORGE B. RASIN, JR.
Judge

Filed Jan. 17, 1962

FINAL ORDER OF RATIFICATION
Filed Jan. 17, 1962

FINAL ORDER OF RATIFICATION

ORDERED, this 17th day of January, 1961, by the Circuit Court

for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Robert R. Price, Jr., Trustee, and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this Cause, and the Trustee is allowed his usual commission and all expenses incident to the making of said sale, not personal, for which he shall produce vouchers therefor the Auditor.

GEORGE B. RASIN, JR.
JUDGE.

Filed Jan. 17, 1962

AUDIT

Filed Jan. 22, 1962

Clara V. Mielke, et. al.

vs.

Ann M. Slaughter, et. al.

In The Circuit Court For
Queen Anne's County In
Equity No. 4382

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully sets forth:

1. That this account is stated at the request of Robert R. Price, Jr., Trustee, who was appointed as such by decree of this court of November 1, 1961, to make sale of the real estate sold in this partition proceedings and disburse the proceeds received therefrom.

2. That in the within account, said Trustee is charged with the total proceeds of said sale, and thereafter is allowed all expenses, not personal, for which proper vouchers and receipts were produced, as well as, his commissions and the costs of stating this account.

3. That after the payment of all expenses, the balance was directed to be distributed to the heirs at law of James B. Slaughter, deceased, wherein, one third was directed to be distributed to his widow, and the other two thirds was directed to be distributed to the guardians of said deceased's three minor children in accordance with the provisions of Sec. 154, Art. 16, 1959 Annotated Code of Maryland.

4. Although William Earle Mielke was a party plaintiff, he being the present husband of Clara V. Mielke, no allowance was made for his dower interests, because of a release of dower made by William Earle Mielke to Clara V. Mielke, dated December 5, 1961, and recorded among the land recorded for Queen Anne's County, Maryland, in Liber T.S.P. No., No. 63, folio 565.

5. It is also to be noted that Clara V. Mielke, nee Slaughter, was by order of the Orphans' Court of Queen Anne's County, Maryland, dated September 27, 1955, appointed Guardian of the three surviving infant children of James B. Slaughter, deceased.

6. There had previously been administration on the personal estate of James B. Slaughter, deceased, in the Orphans' Court of Queen Anne's County, whereby inheritance taxes on the real estate sold in this cause have been paid.

Respectfully submitted,

J THOMAS CLARK
Auditor

January 22, 1962

Filed Jan. 22, 1962

Cause No. 4382

The proceeds of the sale of real estate reported in this cause, in account with Robert R. Price, Jr., Trustee appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1961		
Dec. 8	By gross proceeds of the sale of land, per report of sale of said vendor, to wit:-----	\$46,000.00
	By interest on unpaid balance of purchase price, per settlement sheet of statement, to wit:-----	299.64
	By total proceeds of sale, to wit:-----	\$46,299.64

Dr.

To Robert R. Price, Jr., Turstee (and vendor) for his commissions for making said sale, per order of Court, to wit:-----	\$2,464.98	
To do., for court costs paid in this cause, per Clerk's receipt exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk ----	\$80.85	
2-Costs of Frank Y. Whiteley, Sheriff---	9.00	
3-Appearance fee of Robert R. Price, Jr., Attorney -----	10.00	
4-Costs of Vachael A. Downes, Jr., Guardian Ad Litem -----	4.50	
5-Costs of B. Hackett Turner, Examiner	10.00	
6-Costs of Marcy F. Collier, Steno.----	<u>15.00</u>	129.35
To do., for an amount paid Lloyd J. Andrews, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:-----		300.00
To do., for an amount paid Oliver Jones for his fee for appraising the real estate sold in this cause, per his receipt for the same exhibited, to wit:-----		25.00
To do., for an amount paid Charles E. Anthony, Jr., for his fee for appraising the real estate sold in this cause, per his receipt for the same exhibited, to wit:-----		25.00
To do., for an amount paid Butler, Price, Yates and Tubman, Agents, for the trustee's corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:-----		184.00

January 22, 1962

J THOMAS CLARK

Auditor

To do., for amounts paid Queen Anne's Record- Observer, per receipts exhibited, to wit:		
1-Costs of publishing notice of sale--	\$31.20	
2-Costs of publishing order nisi of sale -----	<u>12.00</u>	43.20
To do., for an amount paid News & Farmer for publishing notice of sale, per its receipt for same exhibited, to wit:-----		14.00
To do., for an amount paid The News-Journal Company for publishing notice of sale, per its receipt for same exhibited, to wit:-----		5.40
To do., for an amount paid Kent Publishing Co., Inc., for publishing notice of sale, per its receipt for same exhibited, to wit:-----		16.50
To do., for an amount paid The A. S. Abell Co for publishing notice of sale, per its receipt for same exhibited, to wit:-----		2.45
To do., for an amount paid The Easton Publishing Co for publishing notice of sale, per its receipt for same exhibited, to wit:-----		21.00
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for the vendor's share of 1961 taxes on real estate sold in this cause, per statement of vendor, to wit:-----		338.84
To do., for an amount due Queen Anne's Record- Observer for publishing the audit nisi to be passed as to this account, the sum of -----		10.00
To J. Thomas Clark, auditor, for stating this audit, the sum of -----		198.00
To balance to be carried forward for distribution to respective owners as to their respective interests -----		42,521.92

\$46,299.64\$46,299.64

January 22, 1962

J THOMAS CLARK

Auditor

Cr.

By balance carried forward for distribution ----- \$42,521.92

Dr.

To Clara V. Mielke, nee Slaughter, surviving widow with children of James B. Slaughter, deceased, a 1/3 or 3/9 share of the same or the sum of -----\$14,173.97

To Clara V. Mielke, nee Slaughter, Guardian of Ann M. Slaughter, minor and surviving child of James B. Slaughter, deceased, a 2/9 share of the same, or the sum of ----- 9,449.31

To Clara V. Mielke, nee Slaughter, Guardian of Mary Patricia Slaughter, minor, and surviving child of James B. Slaughter, deceased, a 2/9 share of the same, or the sum of ----- 9,449.32

To Clara V. Mielke, nee Slaughter, Guardian of Sarah E. Slaughter, minor, and surviving child of James B. Slaughter, deceased, a 2/9 share of the same, or the sum of ----- 9,449.32

\$42,521.92

\$42,521.92

January 22, 1962

J THOMAS CLARK

Auditor

Filed Jan. 22, 1962

NISI RATIFICATION OF AUDIT

Filed Jan. 22, 1962

NISI RATIFICATION OF AUDIT

Clara V. Mielke and William Earle Mielke, her husband,
vs.

Ann M. Slaughter, Mary Patricia Slaughter, Sarah E. Slaughter, all infants.

) In the Circuit Court
) for Queen Anne's County
) In Equity
) Cause No. 4382

ORDERED, this 22nd. day of January, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th. day of February, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 2nd. day of February, 1962.

T SORDEN PIPPIN Clerk

Filed January 22, 1962

Certificate of PUBLICATION OF NISI RATIFICATION OF AUDIT

Filed Feb. 28, 1962

NISI RATIFICATION OF AUDIT

Clara V. Mielke and William Earle Mielke, her husband,

vs.

Ann M. Slaughter, Mary Patricia Slaughter, Sarah E. Slaughter, all infants

In the Circuit Court for Queen Anne's County In Equity

Cause No. 4382

ORDERED, this 22nd day of January, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th day of February, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 2nd day of February, 1962.

Filed: January 22, 1962.
True Copy
Test:

T. SORDEN PIPPIN, Clerk
T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md., February 21, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION in the case/estate of Clara V. Mielke and William Earle Mielke, her husband a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 2nd day of February, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of January 1962, and the last insertion on the 1st day of February, 1962

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY
By PAULINE K. COLEMAN

Filed Feb. 28, 1962

RATIFICATION OF AUDIT

Filed March 30, 1962

Clara V. Mielke, et us.	:	In The Circuit Court For
Plaintiff	:	Queen Anne's County
vs.	:	In Equity
Ann M. Slaughter	:	
Mary P. Slaughter	:	No. 4382
Sarah E. Slaughter,	:	

RATIFICATION OF AUDIT

ORDERED, this 30th day of March, 1962, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the proceedings Order Nisi; and that Trustee is directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

GEORGE B. RASIN, JR.
Judge.

Filed March 30, 1962

*BROUGHT FORWARD FROM FOLIO 266 OR THIS LIBER
and on the back of the foregoing Subpoena is the following endorsement, to wit:

Served by delivering a copy of the subpoena to Ann M. Slaughter, infant and by leaving with her a copy of the Petition and with her mother, Clara V. Mielke, with whom she resides this 31st day of May, 1961.

FRANK Y. WHITELEY
Sheriff of Queen Anne's County

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Seventh day of July in the year nineteen hundred and Twenty-four, the following PETITION AND ORDER were filed for record, to wit:-

In the Matter of the
Trust Estate for and
in behalf of

JOHN MCKENNEY

created under and by the
terms and provisions of
the Last Will and Testament
of William McKenney, second,
deceased.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No.

To the Honorable, the Judges of said Court:-

The Petition of John McKenney, to your Honors respectfully shows:-

First, That on the fourth day of June in the year nineteen hundred and twenty-one, William McKenney, second, late of Queen Anne's County aforesaid, departed this life seized and possessed of a large and valuable estate, real and personal in his own right, and also had the general power and disposition by last Will and Testament of an estate, consisting of real and personal property of considerable value.

Second, That the said William McKenney, second, deceased, left a Last Will and Testament bearing date of the thirteenth day of November, in the year nineteen hundred and eleven, which said last Will and Testament was duly admitted to probate by the Orphans' Court for Queen Anne's County and is now on record in the Office of the Register of Wills for said County in Liber W.T.B. No. 1, folio 240 &c. a will record book for Queen Anne's County aforesaid, a duly certified copy of which said last will and testament and the probate, thereof, marked "Exhibit No. 1." is filed herewith as a part of this Petition.

Third, That the said William McKenney, second left surviving him, his widow Margaret D. McKenney and three children, a son John McKenney, your Petitioner in this cause, a son William McKenney, and a daughter, Maria M. McKenney, all of whom have reached their majority and reside in Queen Anne's County; and the said William McKenney, second, deceased, left no other child or the issue of any deceased child surviving him.

Fourth, That in Item 2 of his said Last Will and Testament the said Testator, among other things provides as follows:-

All the rest, residue and remainder of my estate and property, real, personal and mixed I do give, devise and bequeath unto my children, to be held in trust, however, for the following purposes, and upon the following trusts, that is to say; I do will and direct that the same shall be divided and allotted to my children living at the time of my death in equal proportion each, and that said respective allotments shall be held in trust for my respective children by a trustee or trustees to be appointed by the Circuit Court for Queen Anne's County, in Equity, for that purpose.

I do will and direct that the trustee or trustees of my respective children shall have, hold, manage, invest and re-invest the several trust estates received by said trustee or trustees, and shall pay over, semi-annually, the net rents, profits, issues and income to the cestui que trust personally during the continuance of the trust estate and the said trustee is authorized and directed to pay over one-fourth of the principal of the trust estate to his or her cestui que trust upon his or her arrival at the age of twenty one years, and is further authorized to pay over to the cestui que trust and additional one fourth at his or her arrival at the age of thirty years, and the remainder of the estate, remaining in the hands of the trustee after the payments as aforesaid, shall remain in trust during the remainder of the life of the cestui que trust who shall receive the rents, profits, issues and income for and during the term of his or her natural life; at the death of the cestui que trust the trustee shall pay over and convey the trust estate remaining in the hands of the trustee to the issue of the cestui que trust if there be issue and if there by no issue, then and in that event, to the survivor or survivors of my children; should any of my children predecease me and leave issue living at the time of his or her death, the issue shall receive the part to which the parent would be entitled if living, free, clear and discharge of any trust, The division and allotment of my estate to be made by a commission of three male citizens of Queen Anne's County, to be appointed by the Circuit Court for Queen Anne's County, in Equity, upon the petition of any person interested in the distribution and allotment of my estate; the division to be reported to said Court for its rejection or confirmation.

Fifth, That in Item 3 of his said Last Will and Testament the said Testator provides as follows:-

I do authorize the trustee or trustees, to be appointed to carry out the provisions of this will, to make sale of

any portion of the trust estate held by such trustee to enable him to carry into effect the provisions of this will in reference to the payments to his cestui que trust, or to make sale under an order of the Circuit Court for Queen Anne's County, in Equity if, upon proof, a sale will be for the interest and advantage of the trust estate and the proceeds, in the event of sale for the interest and advantage of the trust estate, shall remain subject to all the provisions of my will in reference to the original trust.

Sixth, That pursuant to the aforesaid direction, Margaret D. McKenney, widow of said William McKenney, second and Maria M. McKenney, one of the children of said Testator, in a cause in this Court wherein they are Plaintiffs and John McKenney, and others are Defendants, being Cause No. 2463 on the Chancery Docket of this court have filed their Bill of Complaint praying for a decree by this Honorable Court for the Partition, allotment and division of the real estate and personal property described in said Bill of Complaint among the persons entitled thereto according to their respective interest as set forth in said Bill and in accordance with the provisions of the said Last Will and Testament, as will fully appear by reference to the aforesaid Bill of Complaint.

Seventh, That in the partition, allotment and division of said real and personal property to be made under the proceedings in the aforesaid Chancery Cause No. 2463, your Petitioner is advised and charges that under the provision of said last Will and Testament and as set forth in said Bill of Complaint, there will be allotted to your Petitioner, the said John McKenney, a three fourths part of a one-fourth part of the real and personal property of the said William McKenney, second, deceased, subject to the said trust engrafted thereon by said last Will and Testament of said William McKenney, second, the same to be held as aforesaid by a Trustee to be appointed by this Honorable Court.

Eighth, That as a supplemental proceeding to the aforesaid Bill of Complaint and the proceeding thereunder in said Chancery Cause No. 2463, your Petitioner, hereby makes application to this Honorable Court for the appointment of a Trustee to have, hold, manage, rent, invest and re-invest the said share of said estate so as aforesaid to be allotted to your Petitioner, the said John McKenney in accordance with the provisions of said last Will and Testament of said William McKenney, second, deceased.

Your Petitioner therefor prays; 1st, That this Honorable Court may assume jurisdiction over the said three fourths part of a one fourth part of the said real and personal estate of the said William McKenney, second, deceased to be allotted as aforesaid to your petitioner, the said John McKenney under the proceedings in this Court in said Chancery Cause No. 2463, and over the aforesaid trust created and engrafted thereon by the said last Will and Testament of said William McKenney, second, deceased.

2nd, That this Honorable Court may appoint some suitable person as Trustee with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said three fourths part of a one fourth part of said real and personal estate to be allotted as aforesaid to your petitioner, the said John McKenney, in accordance with the terms, provisions and directions contained in said last will and testament.

3rd, That this Honorable Court may name the penalty and approve the bond to be executed by said Trustee for the safe, secure and proper management of the duties of his said trust, and to be filed by him in this cause.

4th, And that your Petitioner may have such other and further relief as his case may require.

And as in duty bound &c.

JOHN MCKENNEY

EDWIN H. BROWN JR.
Solicitor for Petitioner.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 7th day of July in the year nineteen hundred and twenty-four before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioner and qualified, personally appeared John McKenney, and made oath in due form of law that the matters and things stated in the foregoing petition are true as therein set forth to the best of his knowledge and belief.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

NOTARY
PUBLIC
SEAL.

W. L. HOLTON JR
Notary Public

In the Matter of the
Trust Estate for and
in behalf of

John McKenney

created under and by
the terms and provisions
of the last Will and
Testament of William
McKenney, second, deceased.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No.

ORDER OF COURT

The foregoing Petition and Exhibit having been read and considered, IT IS ADJUDGED, ORDERED AND DECREED, this seventh day of July in the year nineteen hundred and twenty-four by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that jurisdiction be and it is hereby assumed by this court over the share or portion of the real and personal estate of William McKenney, second, late of Queen Anne's County, Maryland, deceased, to be allotted, as set forth in the foregoing Petition, in trust to the said John McKenney, under the proceedings in this Court intitled "Margaret D. McKenney, widow, et.al. vs William McKenney, third, et. al." being Cause No. 2463 on the Chancery docket of this Court, and over the trust engrafted thereby the last Will and Testament of said William McKenney, second, deceased.

And it is further ADJUDGED, ORDERED AND DECREED that Margaret D. McKenney and John McKenney of Queen Anne's County, State of Maryland be and he is hereby appointed Trustee with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said share or portion of said real and personal estate to be allotted as aforesaid to the said John McKenney, in accordance with the terms, provisions and directions contained in the said last will and testament of William McKenney, second, deceased, and that before proceedings to act as Trustee as aforesaid the said Margaret D. McKenney and John McKenney shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and by a surety to be approved by this Court in the penalty of One thousand dollars, if a corporate bond and twice the amount, if a personal bond, conditioned for the faithful performance and execution of the trust reposed in him by this decree or that may be reposed in him by any further decree or order in the premises, and for the safe, secure and proper management of the duties of his said trust in accordance with terms and provisions of the said last will and testament of William McKenney, second, deceased.

And it is further ordered that the said Trustee be and he is hereby directed to report annually to this Court the Condition of his said trust estate, together with a statement of his receipts and disbursements as Trustee as aforesaid.

W. H. ADKINS

Filed July 8th 1924

CERTIFIED COPY OF BOND

Filed Oct. 20, 1924

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of October, in the year nineteen hundred and twenty four, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS:- that we, Margaret D. McKenney and John McKenney, of Queen Anne's County, State of Maryland, as principal, and the New Amsterdam Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated the 29th. day of September, in the year nineteen hundred and twenty four.

WHEREAS the Circuit Court for Queen Anne's County, in Equity, by its decree passed on the seventh day of July, in the year nineteen hundred and twenty four, in the cause in said court intitled, "In the matter of the trust estate for and in behalf of John McKenney created under and by the terms and provisions of the last will and testament of William McKenney, second, deceased", being Cause No. 2548 on the Chancery Docket of said Court, assumed jurisdiction over that part of the share or portion of the real and personal estate of William McKenney, second, late of Queen Anne's County aforesaid, deceased, to be allotted to his son, John McKenney subject to the trust engrafted thereon by the last will and testament of said William McKenney, second, deceased, under the proceedings in said Court entitled "Margaret D. McKenney, widow of William McKenney, deceased and Maria McKenney by her next friend Margaret D. McKenney vs. William McKenney Third, et al." being Cause No. 2463 on the Chancery Docket of said Court, and over the trust engrafted on said part of said share or portion of said real and personal estate by said last will and testament;

AND WHEREAS by its said decree passed in said cause No. 2548 the said Court appointed the said Margaret D. McKenney & John McKenney, Trustees with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said part of said share or portion of said real and personal estate to be allotted as aforesaid to the said John McKenney, the said part being three fourths part of said allotment which was allotted subject to said trust, in accordance with the terms provisions and directions contained in the said last Will and

Testament of William McKenney, second, and as set forth in said decree;

AND WHEREAS the aforesaid three-fourths part of said share or portion of said real and personal estate directed by said last will and testament to be allotted to the said John McKenney subject to the trust engrafted thereon as aforesaid, has been in the Report and Return of the Commissioners filed in said Chancery Cause No. 4263, duly allotted to the said Margaret D. McKenney & John McKenney to be held by the said Margaret D. McKenney and John McKenney in their capacity as trustees as aforesaid, and their successor or successors in the said trust, subject to the trust engrafted thereon by the said last will and testament for the benefit of the said John McKenney, the several parvrl of real estate and personal property constituting said allotment of said three fourths part of said share or portion being set forth and described in said Report and Return of the Commissioners as that part of "Division and Allotment No. 3" which is therein allotted to the said Margaret D. McKenney and John McKenney in their capacity as the trustees appointed by said Court in said Chancery Cause No. 2548 subject to said trust, which said Report and Return of the Commissioners was finally ratified and confirmed by said Court by its order and decree passed in said Chancery Cause No. 2463 on the twenty sixth day of September, in the year nineteen hundred and twenty four;

And whereas the said Margaret D. McKenney and John McKenney have accepted the aforesaid trust and this bond is executed in compliance with the directions contained in said Decree passed by said Court in said Chancery Cause No. 2548

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Margaret D. McKenney and John McKenney do and shall, in accordance with the terms and provisions of the said last will and testament of William McKenney, second, late of Queen Anne's County, State of Maryland, deceased, safely, securely and properly manage the duties of their said trust, and do and shall well and faithfully perform and execute the trust reposed in them by said Decree or that may be reposed in them by any future decree or order in the premises; then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and
delivered in the
presence of:
William McKenney

Seal's
Place.

Margaret D. McKenney. (SEAL)
John McKenney. (SEAL)

New Amsterdam Casualty Company.

Attest:
H.E. Price.

By
McKenney & Price.
Attorneys in fact.

And on the back of the foregoing Bond was thus endorsed. to wit:-

Security approved and Bond filed October 20th. 1924.

B. Hackett Turner, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio , a Bond record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 20th. day of October, in the year 1924.

Court

Seal

B. HACKETT TURNER
Clerk

CERTIFIED COPY OF BOND

Filed Jan. 30, 1937

Queen Anne's County, to wit: Be it remembered that on the 30th. day of January, in the year 1937, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Margaret D. McKenney and John McKenney of Queen Anne's County in the State of Maryland, as principals, and New Amsterdam Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve thousand dollars (\$12,000.00) to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we hereby bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th. day of January, Nineteen hundred and thirty seven.

Whereas by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the seventh day of July in the year 1924, in a cause in said Court entitled "In the Matter of the Trust Estate for and in behalf of John McKenney, created under and by the Terms and Provisions of the last Will and Testament of William McKenney, 11, deceased", and numbered 2548 on the Chancery Docket of said Court, the said Margaret D. McKenney and John McKenney were appointed trustees in the aforesaid cause.

And whereas by an order of the aforesaid Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid Chancery Cause on the twenty second day of January, 1937, the said Margaret D. McKenney and John McKenney, Trustees, were ordered to file an additional bond for the faithful performance of their duties in ac-

cordance with the original decree passed therein.

Now the condition of the above obligation is such that if the above bounden Margaret D. McKenney and John McKenney do and shall well and faithfully perform and execute the trust reposed in them by the original decree appointing them trustees as aforesaid and that was reposed in them by the aforesaid order of said Court passed on the twenty second day of January, 1937, or that may be reposed in them by any future order of decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

MARGARET D. MCKENNEY (SEAL)

JOHN MCKENNEY (SEAL)

Signed, sealed and delivered in the presence of

N. H. DEAVER

Attest:

EDWIN H. BROWN JR.

New Amsterdam Casualty Company, a body corporate,

By HOWARD E. PRICE Corp. Its Attorney in fact. Seal's Place

And at the foot & front of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed Jan. Thirtieth, 1937.

Wm. H. Carter, Clerk

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C. No. 1, folios 29, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 30th. day of January, in the year nineteen hundred and thirty seven.

Court's

Seal

WILLIAM H. CARTER Clerk

NOTE: Petition To Sell (see page 289) typed out of order in error Tarman Exhibit #1 (see page 291) Exhibit #2 (see page 290) DECREE Testimony and Consent (see page 287)

Filed Aug. 22, 1962

In the Matter of the Trust Estate For and In Behalf of JOHN MCKENNEY, Created Under and By the Terms and Provisions of the Last Will and Testament of William McKenney, Second, Deceased.

¶
¶
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In the Circuit Court for Queen Anne's County In Equity Cause No. 2548

DECREE

The Petition and Affidavit filed herein on April 11, 1962, the Contract of Sale and Certificate of Value accompanying the same, and the testimony filed herein on July, 1962 having been read and considered, IT IS, upon this 22nd day of August, 1962, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED, that John McKenney, Surviving Trustee in the above entitled cause, is hereby authorized, directed and empowered to make sale to John M. Ashley, Jr., of Queen Anne's County, in the State of Maryland, of the tract of land or farm known as the "Tarman Farm", described in the aforementioned Petition, at and for the sum of Thirty Thousand Dollars (\$30,000.00), subject to proportionate abatement if a survey is made showing less than 1 1/2 tillable acres, in accordance with the terms and conditions of said Contract of Sale, which is hereby approved and ratified; IT IS FURTHER ADJUDGED, ORDERED, and DECREED that the said John McKenney, Surviving Trustee as aforesaid, is hereby authorized, directed and empowered, upon the full payment to him by cash and mortgage as expressed in said Contract of Sale of the aforesaid purchase price and not before, to grant and convey unto the said John M. Ashley, Jr., his heirs and assigns, in fee simple, the said tract of land or farm known as the "Tarman Farm".

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said John McKenney, Surviving Trustee, as aforesaid, shall pay from the cash proceeds of sale of said farm the costs of proceedings relating to said sale, including a commission to himself for making said sale as per the Rule of this Court, and shall invest the balance subject to the further orders of this Court in the premises and subject to the same devolution of title as if the proceeds of sale had remained land, provided that upon the collection of the proceeds of sale and passing of title the Trustee shall file in these proceedings an additional bond in the penalty of thirty Thousand dollars (\$30,000.00) if corporate surety be given and double said amount if personal Surety be given.

THOS J. KEATING JR.

Judge

Filed Aug. 22, 1962

TESTIMONY AND CONSENTS TO SALE

Filed July 10, 1962

In the Matter of the Trust Estate
For and in Behalf of JOHN MCKENNEY
Created Under and By the Terms and
Provisions of the Last Will and
Testament of William McKenney,
Second, Deceased.

¶ In the Circuit Court
¶ for Queen Anne's County
¶ In Equity
Cause No. 2548

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Attorney for the trustee in this cause, Howard Wood having notified the undersigned, one of the regular examiners for this Honorable Court, of the trustee's desire to take testimony in this case, your examiner did attend on the second day of July, 1962, in the law office of Howard Wood in the town of Centreville, Queen Anne's County, Maryland at the hour of two o'clock p.m., there being present Oliver C. Jones, John Cannon, two witnesses called by the trustee, J. Thomas Clark, Esq., Attorney for William McKenney, Third, son of William McKenney, Second, Deceased, John McKenney, surviving trustee in this cause, and Howard Wood, Attorney for the trustee, and proceeded to take the following testimony to wit:

Oliver C. Jones, being first duly sworn, did depose and say:

Questions by Mr. Wood:

Q: Mr. Jones, will you please state your name, address and occupation.

A: Oliver C. Jones, Centreville, Maryland, retired farmer.

Q: What is your former occupation other than farming?

A: Real Estate Business.

Q: In this county. In Queen Anne's County.

A: Yes.

Q: Will you say how long you've been familiar with the farm of the John McKenney Trust Estate called the Tarman farm?

A: Well, I guess I've known the farm 30 years.

Q: Mr. Jones, will you state whether or not in your opinion you consider the sum of thirty thousand dollars a fair market value for this farm?

A: Yes, I consider thirty thousand a fair market value for the land of this farm.

Q: There are no buildings on the land, are there?

A: Not of any value. As a matter of fact, I don't think there are any.

Q: Will you give your reasons for deeling that thirty thousand is adequate?

A: Well, the farm, or tract of land, is large enough for a small operating farm of our general farming here; but has no improvements, Necessary improvements on any place of that kind would cost more than the farm would be worth at the present time in my opinion. The value of the farm is in the way it's been operated or used as an additional tract to one of the adjoining properties. That's the way it will have to be sold, in my opinion.

Q: What is your understanding of the number of acres tillable and tota;, in the farm?

A: Approximately 130 tillable.

Q: What about the total number of acres?

A: Approcimately 200 acres.

Q: What is the remaining acreage, other than tillable?

A: It appears to be woodland with no marketable timber.

QUESTIONS by Mr. Clark:

Q: Mr. Jones, do you think it would be to the interest and advantage of the trust estate that this land be sold?

A: I couldn't decide for the trust estate, sir. I feel that's a fair market price for it.

Q: What about the hazards of the market? You never know whether it's going up or down, do you?

A: I wouldn't know.

Q: Is it your testimony that the farm is not producing well?

A: Previous returns on it would give some idea.

Mr. John Cannon, being first duly sworn, did depose and say:

Questions by Mr. Wood:

Q: Mr. Cannon, will you please state your name, address, and occupation.

A: John Cannon, farming.

Q: How long have you been farming in Queen Anne's County?

A: Fifty-one or two years.

Q: How long have you been familiar with the Tarman Farm of the McKenney Trust Estate?

A: Well, I'm 71. I've known it ever since I was a boy.

Q: Will you state whether or not in your opinion thirty thousand dollars is a fair market value for the farm today?

A: Yes sir, I do.

Q: Will you give your reasons for that opinion, please.

A: Well, like Mr. Jones said, if you had to put buildings up on it, it would cost as much as the farm is worth. You would have to sell it to some other farm, to till it without buildings. Of course, the way it used to be tilled I think it paid right well; but it's not doing that way now. I would think this price would run \$200 per acre or more for the tillable and your scrub land certainly isn't worth much.

Q: You don't feel then that the acreage other than the tillable acreage has any particular value?

A: I certainly don't.

Q: Well, would you be able to say whether or not in your opinion it would be to the advantage of the persons interested in this estate to sell the farm now for thirty thousand dollars?

A: I don't know what to answer to that although that's plenty for it, I don't know what the future will bring. I don't know how you would ever get any more for it. We felt a plenty for it two or three years ago was twenty-three thousand dollars, close to it.

Q: How long ago was that?

A: Two years ago.

Q: Is it your idea or not that thirty thousand dollars is a very good price for it today?

A: Yes sir.

Q: Have you any questions, Mr. Clark?

Questions by Mr. Clark:

Q: Would you consider or not that at this time it would be to the interest and advantage of the owners to sell the farm for thirty thousand dollars?

A: Well to answer I don't think you could pay interest on that money unless it was being tilled differently from the way it is.

Q: What different way could you till it and produce such a return?

A: Well Salisbury Bros. do rent land to so much an acre. Now I don't know if that would pay different or not. Or, you'd have to get a neighbor to till it. So, I think it's a nice price.

Q: It's a nice price?

A: I would say so.

John McKenney, being first duly sworn, did depose and say:

Q: You are John McKenney, surviving trustee in this estate, for your benefit for your life time?

A: I am.

Q: You have contracted to sell the Tarman farm to John M. Ashley, Jr. for thirty thousand dollars subject to the approval of the court?

A: I have.

Q: Will you state why in your opinion it is to the advantage of the trust estate to sell the farm at that price at this time?

A: I feel that the Trust will benefit by the sale of the Tarman farm for thirty thousand dollars at this time because the figure represents a very fair price when one considers that there are only 132 tillable acres in the property, that 16½ acres of the other land is located near Starr, and is very difficult to supervise for that reason, that

the remainder of the untillable land has no valuable timber on it, is subject to flooding a great part of the year and is not suitable even for pasturing livestock. In addition to these considerations the administration of the property in these times is difficult owing to restrictions on the growing of crops and the reduction of crop acreage by the government and I also feel that the duties of a trustee in regard to this administration are at many times rather trying because the trustee runs into expenses, which he is not able to charge off against the estate and if another person who has no interest in farming and doesn't know the property should succeed me as trustee, this lack of familiarity with the situation might lead to the deterioration of the property.

Q: Do you know of any means by which you might be able to rent the property and realize a significantly greater return than you have been realizing from it?

A: I have never been able to rent this property to advantage although I have tried on several occasions to do so. In 1932 it was rented to the Pitkin Enterprises and although we thought at the time we were getting a good rent for it, damages, repairs, which were necessary after they left the farm pretty much consumed the rents which we got from them. Therefore, I'm not too much in favor of cash rent for the property.

Q: Do you know a desirable tenant or any desirable tenant for the property?

A: I do not. There is no one within that immediate locality that I would like to see operating the Tarman Farm at the present time.

Q: Have any of the adjoining property owners shown any interest in buying the farm themselves?

A: Not at the price of thirty thousand dollars.

* * * * *

There being no other witnesses to be examined or further testimony to be taken, your examiner now makes his return and certifies that the parties waived the signing of the testimony by the witnesses, that the witnesses waived their fees making the cost chargeable in this cause as follows to wit:

B. Hackett Turner \$10.00

B. HACKETT TURNER
B. Hackett Turner

CONSENT

William McKenney, Third, hereby consents to the sale of the Tarman Farm to John M. Ashley, Jr., upon the terms set forth in the contract of sale filed herein on April 11, 1962 and to the approval of said contract by this Honorable Court.

J THOMAS CLARK
J. Thomas Clark, Attorney for
William McKenney, Third

CONSENT

I Maria M. McKenney, daughter of William McKenney, Second, Deceased, hereby consent to the sale of the Tarman Farm to John M. Ashley, Jr., upon the terms set forth in the contract of sale filed herein on April 11, 1962 and to the approval of said contract by this Honorable Court.

MARIA M. MCKENNEY
Maria M. McKenney

Filed July 10, 1962

PETITION TO SELL TARMAN FARM

Filed April 11, 1962

In the Matter of the Trust Estate | In the Circuit Court for
For and In Behalf of JOHN MCKENNEY | Queen Anne's County
Created Under and By the Terms and | In Equity
Provisions of the Last Will and | No. 2548
Testament of William McKenney, |
Second, Deceased. |

PETITION TO SELL TARMAN FARM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John McKenney, Surviving Trustee, unto your Honors, respectfully shows:

1. That your petitioner has entered into a written Contract of Sale, subject to the approval and ratification of this Court, for the sale to John M. Ashley, Jr. of the "Tarman Farm" of this trust estate, an original of said Contract marked "Tarman Exhibit No. 1", being filed herewith and prayed to be taken as a part hereof.

2. That your petitioner has power to sell conferred by Item 3 of the Will of William McKenney, dated November 30, 1911, admitted to probate on June 14, 1921, and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 1, folio 240, creating this trust, if, upon proof, a sale will be for the interest and advantage of the trust estate, the proceeds to remain subject to the trust.

3. That your Trustee, the petitioner, desires hereby to make known and report to this Honorable Court that the purchase price of Thirty Thousand Dollars (\$30,000.00) is, in his opinion, an excellent price therefor, that, in the judgment of your petitioner, it would be advantageous and to the best interest of all persons interested in this trust estate that the aforesaid sale be ratified by this Honorable Court; and that your petitioner files herewith as a part of this Petition, marked "Tarmen Exhibit No. 2", the Certificate of two owners of real estate in Queen Anne's County who are familiar with real estate values in the locality in which said farm is situated, indicating that it would be advantageous to make said sale at the aforementioned price of Thirty Thousand Dollars (\$30,000.00), subject to abatement if a survey is made showing less than 132 tillable acres.

Your petitioner therefore prays this Honorable Court to pass a decree ratifying said sale and authorizing, directing and empowering your Trustee, the petitioner, to make settlement thereunder and to make sale of said tract of land or farm known as the "Tarmen Farm" unto the said John M. Ashley, Jr. at and for the sum of Thirty Thousand Dollars (\$30,000.00), upon the terms set forth in said contract, and that your petitioner may be further authorized, directed and empowered, upon the payment of the entire purchase money by cash and mortgage in accordance with the Contract to grant and convey the said tract of land or farm unto the said purchaser by a good and sufficient deed.

And as in duty bound, etc.

JOHN MCKENNEY
Surviving Trustee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

Before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John McKenney, Trustee mentioned in the foregoing PETITION, and made oath in due form of law that the matters and facts set forth in the foregoing PETITION are true as therein stated, to the best of his knowledge and belief.

Witness my hand, this 10th day of April, 1962:

T. SORDEN PIPPIN
Clerk

Filed April 11, 1962

In the Matter of the Trust Estate
For and In Behalf of JOHN MCKENNEY
Created Under and By the Terms and
Testament of William McKenney,
Second, Deceased.

IN the Circuit Court for
Queen Anne's County
In Equity
No. 2548

TARMAN EXHIBIT NO. 2 -CERTIFICATE OF VALUE

We, the undersigned, landowners of Queen Anne's County, Maryland, do hereby certify that we are familiar with land values in said County and with the tract of land or farm known as the "Tarmen Farm" of the Trust Estate For and In Behalf of John McKenney situated in the Sixth Election District of said County, containing 202.489 acres of land, more or less.

And we further hereby certify that in our opinion the price of Thirty Thousand Dollars (\$30,000.00) now offered for said property is a very good offer therefor, taking the present state of cultivation and the lack of any buildings into consideration, as well as the fact that the tillable acreage is 132 acres, more or less.

Witness our hands, this 2nd day of April, 1962:

OLIVER C. JONES

JOHN CANNON

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of April, 1962, before me, the subscriber, personally appeared Oliver C. Jones, and made oath in due form of law that the matters and facts set forth in the foregoing CERTIFICATE OF VALUE are true, to the best of his knowledge and belief.

RODNEY ANN CONLEY
Notary Public

NOTARY
PUBLIC
SEAL.

My commission expires May 6, 1963

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1962, before me,

the subscriber, personally appeared John Cannon, and made oath in due form of law that the matters and facts set forth in the foregoing CERTIFICATE OF VALUE are true, to the best of his knowledge and belief.

RODNEY ANN CONLEY

Notary Public

NOTARY
PUBLIC
SEAL.

My commission expires May 6, 1963

Filed April 11, 1962

CONTRACT OF SALE
TARMAN EXHIBIT #1

Filed April 11, 1962

THIS CONTRACT OF SALE, made this 28th day of March, 1962, by and between John McKenney, Surviving Trustee under Will of William McKenney 2nd for the benefit of John McKenney, party of the first part, herein called "Seller", and John M. Ashley, Jr., of Queen Anne's County, Maryland, party of the second part, herein called "Buyer";

WITNESSETH, that subject to the conditions hereinafter expressed, the Seller does hereby agree to sell and does well unto the Buyer, and the Buyer does hereby agree to buy and does buy of the Seller, upon the terms herein set forth, all of the following described real estate, to wit:

ALL that tract of land or farm known as the "Tarmen Farm", situate in the Sixth Election District of Queen Anne's County, aforesaid, containing 202.489 acres of land, more or less, being all of the real estate owned by this trust estate.

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

TERMS OF SALE

1. PRICE. It is understood and agreed that this is an installment sale. The price for said real estate is Thirty Thousand Dollars (\$30,000.00), subject to abatement as herein set forth. Of said price, the sum of Fifteen Hundred Dollars (\$1,500.00), has been paid by check upon the execution and delivery of this Contract of Sale; the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), less the amount of any abatement resulting from the tillable acreage falling short, shall be paid at the time of passing of title under this Contract of Sale; and the balance of said price, in the sum of Twenty-one Thousand Dollars (\$21,000.00) shall be secured by the execution and delivery at the time of passing of title, to the Seller, by the Buyer, of a confessed judgment promissory note and first purchase money mortgage, payable as follows: the sum of Six Thousand Dollars (\$6,000.00) thereof on January 2, 1963, and the balance thereof in the sum of Fifteen Thousand Dollars (\$15,000.00) on January 2, 1968, with interest from date payable semi-annually on January 2nd and July 2nd of each year on the unpaid balance of principal at the rate of six per centum (6%) per annum, provided, however, that the Buyer shall have the privilege on January 2, 1963, and semi-annually thereafter, on each interest payment date, of prepaying all or any part of the principal amount of Fifteen Thousand Dollars (\$15,000.00) so secured.

2. POSSESSION. Full possession shall be given to the Buyer on January 1, 1963; and the Buyer shall have the customary rights of an incoming tenant in the autumn of 1962.

3. TAXES. State and County taxes for the calendar year 1962 shall be paid by the Seller.

4. FINAL SETTLEMENT. Final settlement shall be made and title shall pass under this Contract of Sale on the 31st day of December, 1962, between the hours of 9 A.M. and 2. P.M., at the office of Howard Wood, Attorney, Centreville, Maryland, or at such other location as may be agreeable to the parties hereto.

5. COURT APPROVAL. It is expressly understood and agreed that this Contract of Sale is conditional upon approval and final ratification of this sale by the Circuit Court for Queen Anne's County, in Equity, in Cause No. 2548, that in the event the Court should refuse to approve and ratify this Contract of Sale there shall be no further liability upon the Seller except to refund the initial deposit of Fifteen Hundred Dollars (\$1,500.00) to the Buyer and pay for the preparation of this Contract of Sale, and the costs of the equity proceedings, and that the Seller will diligently institute and proceed with all requirements precedent to obtaining such Court approval and ratification.

6. TITLE. Upon full performance by the Buyer, the Seller agrees to convey a good and merchantable title to the real estate hereby sold, subject only to recorded public utility and public road easements and such easements as may be apparent from an inspection of the premises, unto the Buyer, by a Trustee's deed in the usual form. If the Seller shall be unable to give title or to make conveyance as above provided, then the Seller shall use reasonable diligence to remove any title defect or disability and the time for consummation of this agreement shall be extended thirty (30) days. Should the Seller be unable to obtain Court approval and ratification of this sale or to remove any title defect or to make conveyance as hereinabove provided within such extended time, then the initial deposit of Fifteen Hundred Dollars (\$1,500.00) shall be thereupon refunded and this Contract of Sale shall become null and void, without further liability upon the Seller or the Buyer.

7. **DEFAULT OF BUYER.** In the event that the Seller is ready, willing and able to convey a good and merchantable, fee simple, title to the Buyer on the day set for final settlement, and the Buyer fails to perform any of his agreements, including without limitation the tender of a deed prepared by him for execution, said initial deposit of Fifteen Hundred Dollars (\$1,500.00) may, at the option of the Seller, be retained by the Seller as liquidated damages.

8. **SURVEY.** It is expressly understood that the Buyer shall have the right, at his option, to have the property resurveyed at his expense by a registered Maryland Surveyor, prior to final settlement, and the cleared acreage in said farm computed by said surveyor; and, that in the event that the cleared acreage falls short of one hundred thirty-two (132) acres, then the purchase price of Thirty Thousand Dollars (\$30,000.00) shall be abated in proportion to such fall-short; but that the price shall remain unchanged in the event the tillable acreage so determined should exceed one hundred thirty-two (132) acres.

9. **COSTS.** It is understood and agreed that the Buyer shall pay for such title examination and/or guarantee as he may desire to procure, for the preparation of said deed and mortgage, all revenue and recordation tax stamps to be affixed to said deed, the cost of recording said deed and mortgage and notary fees incident to their execution.

THE parties hereby covenant that this Contract of Sale shall be performed in the manner and at the times herein provided for the performance of the same, shall bind and inure to the benefit of themselves, their respective heirs, personal representatives and assigns, provided that said note shall be made by the Buyer personally or his heirs, whether or not he shall have assigned his interest in this Contract of Sale, in which event his assigns shall join as co-makers.

WITNESS the hands and seals of the parties, in duplicate:

TEST: (as to Seller):

HOWARD WOOD

JOHN McKENNEY (SEAL)
(John McKenney)
Surviving Trustee

Seller

TEST (as to Buyer):

HOWARD WOOD

JOHN M ASHLEY JR (SEAL)
(John M. Ashley, Jr.)

Buyer

Filed April 11, 1962

PETITION AND ORDER

Filed February 8, 1963

In the Matter of the Trust Estate
For and In Behalf of JOHN McKENNEY,
Created Under and By the Terms and
Provisions of the Last Will and
Testament of William McKenney,
Second, Deceased.

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In the Circuit Court for

↓

Queen Anne's County

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In Equity
Cause No. 2548

PETITION FOR AUTHORITY TO PAY ATTORNEY'S FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John McKenney, surviving trustee in this cause unto your Honors respectfully shows:

1. That your petitioner engaged the services of Howard Wood, Attorney, Centreville, Maryland for the purpose of advising and assisting your petitioner in the matter of the sale of the Tarman Farm recently consummated.

2. That said Attorney performed the following services in regard to the sale of said real estate:

Preparation of contract of sale, preparation of petition for authority to sell the farm, arranging for and attending the taking of testimony, and propounding the questions to the witnesses, preparing the Decree of this Court, dated August 22, 1962, approving the sale, attending the final settlement and arranging for an additional trustee's bond, as required by the Decree.

3. That your petitioner desires to compensate his Attorney for said services and subject to the approval of this Honorable Court has agreed with said Attorney that a reasonable fee would be One Hundred Dollars (\$100.00).

WHEREFORE, your Petitioner prays your Honors to pass an order authorizing and directing him to pay an Attorney's fee to Howard for the services above described.

Respectfully submitted,

HOWARD WOOD
Howard Wood, Attorney for
the Trustee

JOHN McKENNEY
Surviving Trustee

Filed Feb. 8, 1963

ORDER OF COURT

ORDERED This 8th day of Feb , 1963, by the Circuit Court for Queen Anne's County in Equity that John McKenney, surviving trustee of this cause, is hereby authorized and directed to pay Howard Wood an attorney's fee for the services described in the above petition in the amount of One Hundred Dollars and charge the same against principal of this Trust Estate.

THOS J KEATING JR.

Judge

Filed Feb. 8, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirtieth day of June in the year nineteen hundred and sixty-one, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

HOWARD WOOD, ASSIGNEE
Centreville
Maryland

VS.

JAMES G. KLINE and
MARCELLA D. KLINE, his wife
5010 Oaklyn Avenue
Baltimore 6, Maryland

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

Cause No. 4395

INSTALLEMENT CONTRACT BUYERS.

ORDER TO DOCKET SUIT

Mr. T. Sorden Pippin, Clerk:

Your will please docket suit as per the above titling for foreclosure of the standard land installment contract made between John Wesley Edel and Elinor Whitehurst Edel, his wife, Sellers, and James G. Kline and Marcella D. Kline, his wife, Buyers, dated March 22, 1960, default having occurred in the terms thereof by reason of non-payment of the installments of the purchase price when due; and you will file in said suit the above-described contract which accompanies this order and the assignment thereof appearing at the foot of said contract, as well as the accompanying military affidavit, and separate affidavit of mailing notice, and my bond as Assignee.

HOWARD WOOD
(Howard Wood) Assignee
Centreville, Maryland
Tel: Centreville 343

Filed June 30, 1961

MILITARY AFFIDAVIT

Filed June 30, 1961

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) TO WIT:

I HEREBY CERTIFY, that on this 30th day of June, 1961, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Assignee, and made oath in due form of law that James G. Kline and Marcella D. Kline, his wife, contract buyers named in the contract referred to in the foregoing ORDER TO DOCKET SUIT, are not now, nor has either of them been within six months prior hereto, in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act, and amendments, and that this information is gotten from persons who know the defendants.

T. SORDEN PIPPIN
Clerk

Filed June 30, 1961

AGREEMENT AND ASSIGNMENT

Filed June 30, 1961

CHARLES A. SKIRVEN, INC.
706 Frederick Avenue
Catonsville 28, Md.

STANDARD LAND INSTALLMENT CONTRACT

Approved by Real Estate Board of Greater Baltimore

THIS AGREEMENT OF SALE, made this ... day of March 22nd 1960, between John Wesley Edel and Elinor Whitehurst Edel, who resides at Prospect Plantations and whose post-office address is Grasonville, Maryland Seller, and James G. Kline and Marcella D. Kline who resides at 5010 Oaklyn Avenue and whose post-office address is Baltimore 6, Maryland, Buyer

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Queen Anne's County, State of Maryland, being known as Lot # 14, as shown on the plat entitled "Map Showing Subdivision of Part of a Tract of Land to be called or known as 'Greenwood' on Greenwood Creek", as recorded among the Land Records of Queen Anne's County.

at and for the cash price of \$3,400.00

Fees and other charges, if any \$ none

Insurance, covering loss by fire, _____

in the amount of \$ _____, payable to Seller and/or Buyer as their interests may appear.

Policy expires _____

Total Purchase Price \$ 3,400.00

Paid on account by Buyer \$ 100.00

Principal balance owed by Buyer \$ 3,300.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) 4602 N. Charles Streets, Baltimore 10, Maryland

in consecutive (monthly) (~~weekly~~) installments of \$35.00 each, which shall severally become due and payable on the First day of each and every (month beginning with the first installment due on the First day of May , 1960

Interest at 6% per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) \$ none

Present Annual Taxes \$

Estimated Annual Water Rent \$

Insurance Premiums \$

Other Public Charges, as follows: \$

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer, As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1961.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such terms as may be required to amortize completely said principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

- 1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
- 2. That he will not assign or transfer this agreement without the written consent of the Seller.
- 3. That all necessary alterations or repairs shall be made by him at his own expense.
- 4. That he will make the payments provided hereunder when and as they become due.
- 5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
- 6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
- 7. That he will not rent the premises in whole or part without

first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understands or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of May, 1960, at which time right of possession shall be given, and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

MELVA M. REINISCH
Witness

JOHN WESLEY EDEL (SEAL)
Seller's Signature

MELVA M. REINISCH
Witness

ELINOR WHITEHURST EDEL (SEAL)
Seller's Signature

Date signed by Seller March 22 1960

ANNA MAY WEBSTER
Witness

JAMES G. KLINE (SEAL)
Buyer's Signature

ANNA MAY WEBSTER
Witness

MARCELLA D. KLINE (SEAL)
Buyer's Signature

Date signed by Buyer March 22, 1960

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 22nd day of March 1960.

GEORGE F. KLINE SR.
Witness

JAMES G. KLINE Buyer

GEORGE F. KLINE SR.
Witness

MARCELLA D. KLINE Buyer

We, the undersigned, John Wesley Edel and Elinor Whitehurst Edel, his wife, Vendors, hereby assign the within and foregoing Contract to Howard Wood for collection by foreclosure or otherwise.

Witness our hands and seals, this 31st day of May, 1961:

TEST: (as to assignors):

JOHN WESLEY EDEL (SEAL)
(John Wesley Edel)

ELINOR WHITEHURST EDEL (SEAL)
(Elinor Whitehurst Edel)

MARGARET CARTER

COPY OF LETTER & AFFIDAVIT

Filed June 30, 1961

STATE OF MARYLAND,)
BALTIMORE CITY,) TO WIT:

I, the undersigned John Wesley Edel, being first duly sworn according to law, do hereby depose and say:

1. That the attached copy of letter is a true and correct copy of a letter signed by myself and my wife and addressed to Mr. and Mrs. James G. Kline, dated January 2, 1961.

2. That I mailed the original of said letter on January 9, 1961, by depositing the same in the United States Mail with prepaid postage attached, in an envelope addressed exactly as is said letter, and that I so mailed the same by registered mail.

JOHN WESLEY EDEL
(John Wesley Edel)

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore City, this 31 day of May, 1961:

EARL L. KERN
(Notary Public)

NOTARY
PUBLIC
SEAL.

My Commission expires: May 6, 1963

Filed June 30, 1961

CERTIFIED COPY OF BOND

Filed June 30, 1961

Queen Anne's County, to wit: Be it remembered that on this Thirtieth day of June in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) TO WIT:

KNOW ALL MEN BY THESE PRESENTS, that we, Howard Wood, of Queen Anne's County, State of Maryland, as principal, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars (\$4,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of June, 1961;

WHEREAS the above bounden Howard Wood by virtue of the power contained in a standard land installment contract made by and between John Wesley Edel and Elinor Whitehurst Edel, his wife, Sellers, and James G. Kline and Marcella D. Kline, his wife, Buyers, dated March 22, 1960, duly assigned unto the said Howard Wood for collection by foreclosure or otherwise; the said Howard Wood, Assignee, is about to sell the unimproved lot of land described in said contract, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood does and shall well, truly and faithfully perform the trust reposed in him under the contract aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED and
DELIVERED in the
presence of:

HOWARD WOOD (SEAL)
(Howard Wood)

CLEO C. GREEN

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Howard Wood
Its Attorney-in-fact
Corporate Seal.

ATTEST (as to corporate seal):

CLEO C. GREEN

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed June 30, 1961

T. Sorden Pippin
Clerk

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 117, a Bond Record Book for Queen Anne's County.

Clerk's
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 30th day of June in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN
Clerk

STATEMENT OF DEBT

Filed June 30, 1961

HOWARD WOOD, Assignee

vs.

JAMES G. KLINE and
MARCELLA D. KLINE, his wife

In the Circuit Court for
Queen Anne's County
in Equity

Cause No.

STATEMENT OF DEBT

To Balance of Contract Price unpaid as of August 1, 1960	\$ 3225.43
To Interest on said Balance, August 1, 1960 to June 30, 1961	<u>177.37</u>
Total amount due under the contract foreclosed herein	\$ 3402.80

HOWARD WOOD
Assignee of Contract

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of June, 1961, before me, personally appeared Howard Wood, and made oath in due form of law that the foregoing is a true statement of the indebtedness due by James G. Kline and Marcella D. Kline, his wife, contract purchasers under the contract being foreclosed in this cause, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court

Filed June 30, 1961

REPORT OF SALE

Filed July 10, 1961

HOWARD WOOD,

ASSIGNEE,

VS.

JAMES G. KLINE and
MARCELLA D. KLINE, his wife,

INSTALLMENT CONTRACT BUYERS.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 4395

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of real estate made in this cause by Howard Wood, Assignee of standard land installment contract, unto your Honors, respectfully shows:

1. That by the terms of the unrecorded standard land installment contract dated March 22, 1960, and filed in this cause, John Wesley Edel and Elinor Whitehurst Edel, his wife, Sellers; agreed to sell and James G. Kline and Marcella D. Kline, his wife, Buyers, agreed to buy the real estate hereinafter described upon an installment basis, which said contract contains power of sale of the said real estate in the event of default of the Buyers in their covenants contained in said contract.

2. That default having occurred in the terms of said contract by reason of the non-payment of the installments of principal and interest secured thereby said Sellers assigned said contract to Howard Wood for collection by foreclosure or otherwise, as appears at the foot of the contract filed herein.

3. That said Assignee filed in this honorable Court his Order to Docket Suit to foreclose said contract, accompanied by his approved bond, a military affidavit, the abovementioned contract and assignment, separate affidavit of mailing notice, and a statement of debt.

4. That thereafter and pursuant to more than twenty (20) days' previous notice of sale of the said real estate by advertisement in the Queen Anne's Record-ObsERVER, a weekly newspaper published in Queen Anne's County aforesaid, of which a certificate of publication is filed herewith as part of this Report, said Assignee did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Friday the thirtieth day of June, 1961, at 1:30 o'clock P.M., and then and there proceeded to make sale of the property described in said contract and advertised for sale in the following manner: The advertisement of sale published in the Queen Anne's Record-ObsERVER was read aloud by said Assignee; said Assignee then proceeded to offer for public sale at the time and place abovementioned to the highest bidder, by Lloyd Andrew, auctioneer, the real estate described in the contract and advertisement of sale; and after said auctioneer had cried this sale, Assignee at said time and place in execution of the power of sale contained in said contract, sold said real estate unto John Wesley Edel and Elinor Whitehurst Edel, his wife, as tenants by the entireties, they being then and there the highest and only bidders therefor, at and for the sum of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00); and said Assignee is satisfied that said purchasers will make full settlement of the purchase price in accordance with the advertised terms of sale, that said purchase price is a full and generous price for said property under the circumstances of this forced sale and is as much or more than he would probably obtain at private sale for said property.

Respectfully submitted,

HOWARD WOOD
Assignee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I Hereby Certify that on this 10th day of July, 1961, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, and made oath in due form of law that the matters and facts set forth in the foregoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as Assignee as therein reported was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court

Filed July 10, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed July 10, 1961

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 6, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale of Waterfront Lot in the case/estate of John Wesley Edel and Elinor Whitehurst Edel, Sellers, and James G. Kline and Marcella D. Kline, Buyers a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of June, and the last indertion on the 29th day of June, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed July 10, 1961

ASSIGNEE'S SALE
of
WATERFRONT LOT

Default having occurred in the terms of the standard land install-

ment contract made by and between John Wesley Edel and Elinor Whitehurst Edel, his wife, Sellers, and James G. Kline and Marcella D. Kline, his wife, Buyers, dated March 22, 1960, and duly assigned to Howard Wood for collection by foreclosure or otherwise, the undersigned Assignee, by virtue of the power of sale contained in said contract, will offer at public sale in front of the Court House door in Centreville, Maryland, on Friday, June 30, 1961, commencing at 1:30 o'clock p.m., E.D.T., all of the following described real estate, to wit:

ALL that unimproved residential lot of land designated as Lot No.14 on the survey plat entitled "Map Showing Subdivision of part of a tract of land to be called or known as 'Greenwood' on Greenwood Creek for John Wesley Edel", made by Shew and Bartlett, Engineers, under date of September 19, 1958, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 43, folio 310, containing 1.038 acres of land, more or less; being part of the land which was granted to the Sellers by Dorothy E. Connolly, single, by deed dated October 17, 1958, and recorded in said Liber T.S.P. No. 43, folio 304.

TERMS OF SALE: 25% of the purchase price will be required on day of sale, balance payable on ratification of sale by Court, or entire purchase price may be paid on the day of sale. Any deferred portion of the purchase price shall bear interest from the day of sale and be secured to the satisfaction of the undersigned. Full possession upon ratification of sale and payment of purchase price, Taxes will adjusted as of the day of sale. Title papers, revenue and recordation tax stamps at purchaser's expense.

HOWARD WOOD, Assignee

Andrew & Yats, Aucts.

ORDER NISI ON SALE

Filed July 10, 1961

ORDER NISI ON SALE

Howard Wood, Assignee

vs.

James G. Kline and
Marcella D. Kline, his wife.

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
) Cause No. 4395

ORDERED, this 10th day of July, 1961, that the sale of the real property, made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 10th day of August, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 3rd day of August, 1961.

The report states the amount of sales to be \$2,750.00.

T SORDEN PIPPIN Clerk

Filed July 10, 1961

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

Filed August 14, 1961

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 14, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case/estate of James G. Kline and Marcella D. Kline a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 3rd day of August, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of July 1961, and the last insertion on the 27th day of July, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Aug. 14, 1961

ORDER NISI ON SALE

Howard Wood, Assignee
vs.

James G. Kline and
Marcella D. Kline, his wife

FINAL ORDER OF RATIFICATION OF SALE

Filed Aug. 14, 1961

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 14th day of August, 1961, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of real estate made by Howard Wood, Assignee, and reported by him in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been duly given as required by the preceding order nisi heretofore passed in this cause, and the said Assignee is allowed the usual commissions and all expenses, not personal, upon producing vouchers therefor before the Auditor.

GEORGE B. RASIN, JR
JUDGE

Filed Aug. 14, 1961

AUDIT

Filed Aug. 21, 1961

HOWARD WOOD,	*	In the Circuit Court For
ASSIGNEE,	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
JAMES G. KLINE and	*	NO. <u>4395</u>
MARCELLA D. KLINE, his wife		

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor unto your Honors, respectfully represents:

1. That the within report is stated at the request of Howard Wood, Assignee, (and vendor) in these foreclosure proceedings against the installment contract purchasers, wherein it appears that the proceeds of sale after payment of all expenses incidental to the same, are insufficient to pay the amount of the installment debt as per Statement of Debt filed herein, wherein there is a deficiency in the sum of \$1,135.06.

2. That in the within account, the vendor is charged with the proceeds of sale, and is allowed thereafter, the following expenses of sale, to wit: Court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the fee of your auditor for stating this account, and the commissions for the vendor for making said sale, per terms of Order of this Court of August 14, 1961, and the balance thereafter has been erected by your auditor to be paid on the indebtedness of the installment contract of sale filed herein.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 18, 1961

Cause no. 4395

The proceeds of sale of real estate reported in this cause, in account with Howard, Assignee, of the conditional sale contract foreclosed in these proceedings (and vendor of said land)

1961	Dr.	
Jun 30	By proceeds of the sale of land, per report of vendor, to wit:---	\$2,750.00

Cr.

To Howard Wood, Assignee, (and vendor) per terms of conditional sales agreement, His commissions for making said sale	\$275.00
To do, for an amount due T. Sorden Pippin, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:	
1-Costs of T. Sorden Pippin, Clerk---	\$28.00
2-Appearance fee of Howard Wood, Atty.	\$10.00
	\$ 38.00
To do., for an amount paid Howard Wood, Agent, for the premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit:	20.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing advertisement of sale -----	\$41.26	
2-Costs of publishing order nisi of sale	\$12.00	53.26
To do., for an amount due Andrew & Yates, auctioneer, for crying said sale, per statement for same exhibited, to wit:		50.00
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of		10.00
To J. Thomas Clark, Auditor, for stating this audit, the sum of		36.00
To Howard Wood, Assignee, as a partial payment on the indebtedness of the said James G. Kline and Marcella D. Kline, his wife, purchasers under the installment contract foreclosed herein, total indebtedness per statement of debt filed in this cause in the statement of \$3,402.80, the balance, or the sum of		2267.74
	<u>\$2750.00</u>	<u>\$2,750.00</u>

August 18, 1961

J THOMAS CLARK
Auditor

Filed Aug. 21, 1961

NISI RATIFICATION OF AUDIT

Filed Aug. 21, 1961

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee	)	In the Circuit Court
vs.	)	for Queen Anne's County
James G. Kline and Marcella D. Kline, his wife	)	In Equity
	)	Cause No. <u>4395</u>

ORDERED, this 21st. day of August, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of September, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 1st. day of September, 1961.

T. SORDEN PIPPIN Clerk

Filed August 21, 1961

CERTIFICATE OF PUBLICATION
NISI RATIFICATION OF AUDIT

Filed Sept. 7, 1961

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Sept. 7, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify tha the NISI RATIFICATION OF AUDIT in the case /estate of James G. Kline and Marcella D. Kline, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 1st day of Sept., 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER, was on the 24th day of August, 1961, and the last insertion on the 31st day of August, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee
vs.

James G. Kline and
Marcella D. Kline, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4395

ORDERED, this 21st day of August, 1961, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of September, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 1st day of September, 1961.

Filed August 21, 1961

T. SORDEN PIPPIN, Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

FINAL ORDER OF RATIFICATION OF AUDIT

Filed Sept. 8, 1961

HOWARD WOOD, ASSIGNEE

VS.

JAMES G. KLINE and
MARCELLA D. KLINE, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4395

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 8th day of September, 1961, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed herein by J. Thomas Clark, Auditor, is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as shown by the certificate of publication of the order nisi passed as to said Report and Account, and Howard Wood, Assignee of Contract, is hereby directed to apply the proceeds of sale accordingly, with a due proportion of the interest as the same has been or may hereafter be received.

THOS J KEATING JR.

JUDGE

Filed Sept. 8, 1961

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Sixteenth day of October, in the year nineteen hundred and sixty-one, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

MINNIE T. STORY
Church Hill, Maryland
Mortgagee

vS.

WILLIAM TILGHMAN CAHALL
Church Hill, Maryland

and

EDITH MARIE CAHALL
c/o Mrs. John Kemp
Goldsboro, Maryland
Mortgagors

: IN THE
:
: CIRCUIT COURT
:
: FOR
:
: QUEEN ANNE'S COUNTY
:
: IN EQUITY
:
: CAUSE NO. 4416

ORDER TO DOCKET SUIT

TO: T. SORDEN PIPPIN, CLERK

You will please docket suit as per above titling for foreclosure of the Mortgage from William Tilghman Cahall and Edith Marie Cahall dated November 9, 1953 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13, Folio 211, the original of which is attached hereto as a part hereof, default having occurred in the terms thereof by reason of the non-payment of the principal and interest payable under the terms of the Promissory Note secured by said Mortgage at the time therein provided for the payment thereof; and you will also file the attached Affidavit of Mortgagee containing a statement of the amount of the Mortgage debt remaining due and payable, and also file a bond of the Mortgagee in the amount of \$4,000.00 with Maryland Casualty Company as surety, attached hereto and enter my appearance for the Plaintiff.

CLAYTON C. CARTER
Attorney for Mortgagee
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland
Telephone: 368

Filed Oct. 16, 1961

MORTGAGE

Filed Oct. 16, 1961

LIBER 13 PAGE 211

RECEIVED FOR RECORD Nov. 11, 1953

Two-Two Dollar Twenty Cent;
One-Fifty Five Cent Recordation
Tax Stamps. Endorsed HCB 11/11/53

THIS MORTGAGE, made this 9th day of November, in the year nineteen hundred and fifty-three by and between William Tilghman Cahall and Edith Marie Cahall, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Mortgagors" and Minnie T. Story of Queen Anne's County, State of Maryland, party of the second part, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of Four thousand three hundred and fifty-two (\$4,352.00) Dollars for money loaned to them by the said Mortgagee, for which they have passed unto the said Mortgagee their promissory note for the sum of Four thousand three hundred and fifty-two (\$4,352.00) Dollars, signed by themselves bearing even date herewith and payable monthly (1) month after date to the said mortgagee at her office at the Church Hill Oumber Company, Church Hill, Maryland, with interest at the rate of Six (6%) per centum, per annum;

AND WHEREAS it is agreed by and between the parties to this Mortgage that the Mortgagors shall pay the sum of Forty-five (\$45.00) Dollars per month beginning on the 3rd. day of December, 1953, and each month thereafter;

AND WHEREAS, at the time of the making of said loan, it was agreed, as condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidence by the promissory note and any and every renewal and part renewal of the said promissory note, including renewals of renewals, in whole or part, that may hereafter be made, so long as the said Mortgagee may consent to accept renewals or part renewals thereof, until the whole of the aforesaid indebtedness of Four thousand three hundred and fifty-two \$4,352.00 Dollars and all interest to accrue thereon if fully paid;

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of One (\$1.00) Dollars, the receipt of which is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagee her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, bounded on the West and South by lands of Charles Marion Cahall on the East by lands of Walter G. Stewart and Tishe C. Stewart, his wife, and on the north by the Centreville-Church Hill Highway, Route 213 and near the Western limits of the town of Church Hill and which is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at an Iron Pipe along the Right of way of Route 213 and a corner of the Charles Marion Cahall lands and thence running by and with the lands of Charles Marion Cahall the following two courses and distances; South 20 degrees no minutes east, 194.8 feet to an iron pipe; thence north 68 degrees no minutes east, 206.25 feet to an iron pipe along the lands of Walter G. Stewart and wife, thence running by and with the lands of Walter G. Stewart and Tishe C. Stewart, his wife, north 46 degrees no minutes west, 157.7 feet to an iron pipe along the right of way of route 213; thence running by and with the Right of way of route 213 south 88 degrees 30 minutes west, 144.25 feet to a Iron Pipe the place of beginning containing 0.688 acres of land, more or less, according to a survey of said property by Wirt D. Bartlett Engineer and surveyor made July 29, 1953; Certificate of Survey and plat being filed at the time of the recording of this deed.

BEING the same property conveyed unto William Tilghman Cahall and Edith Marie Cahall, his wife, by Charles Marion Cahall, single, by deed dated the 8th day of August, 1953, and recorded in Liber T.S.P. #12, folio 141, a land record book for Queen Anne's County, aforesaid;

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Mortgagors, or either of them, their or either of their --- heirs, or assigns, shall well and truly pay to the said Mortgagee, her --- assigns, the aforesaid sum of Four thousand three hundred and fifty-two (\$4,352.00) Dollars as evidenced by the aforesaid promissory note, when and as the same shall become due and payable as above set forth, and any and every renewal of said promissory note, including renewals of renewals, in whole or in part that may hereafter be made, when and as the same shall become due and payable, and all interest to accrue thereon, and so shall fully pay and discharge the whole of the aforesaid indebtedness of Four thousand three hundred and fifty-two (\$4,352.00) Dollars, and all interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves, and each of them, their and each of their --- heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, her assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss shall be applied to the payments of this mortgage, and to deliver, upon demand, to the mortgagee --- her --- assigns, said policies or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mortgagee, her -- assigns, or HARRY C. BUTLER, of Queen Anne's County, State of Maryland, -- their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons making the sale, and to apply the proceeds of sale to the payment, of first, all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mortgagors, or the survivor of them or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, her -- assigns, or the said HARRY C. BUTLER, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisements, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustee for making sale of real estate under decree of the Circuit Court for Queen

Anne's County, in equity, and which said costs, expenses and commissions the said Mortgagors, for themselves and each of them, their and each of their --- heirs, executors, administrators and assigns, hereby covenant - - to pay.

WITNESS the hands and seals of the said Mortgagors:

Test: as to mortgagors;

WILLIAM TILGHMAN CAHALL (SEAL)
William Tilghman Cahall

MARGARET E. JONES

EDITH MARIE CAHALL (SEAL)
Edith Marie Cahall

QUEEN ANNE'S COUNTY, STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY that on this 9th day of November, in the year nineteen hundred and fifty-three before me the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County personally appeared William Tilghman Cahall and Edith Marie Cahall, his wife, and each acknowledged the foregoing Mortgage to be their act;

AND at the same time, personally appeared Minnie T. Story the within named mortgagee and made oath in due form of law that the consideration stated in the foregoing Mortgage if true and bona fide as therein forth;

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year last above written;

MARGARET E. JONES

NOTARY PUBLIC

My commission expires: May 2, 1955

NOTARY
PUBLIC
SEAL.

AFFIDAVIT OF CREDITOR

Filed Oct. 16, 1961

AFFIDAVIT OF CREDITOR

STATE OF MARYLAND,

sect:

COUNTY/ OF QUEEN ANNE'S,

I HEREBY CERTIFY that on this 14th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Minnie T. Story, the creditor herein, and made oath in due form of law as follows:

That she is competent to testify to the matters stated herein, which are made on his personal knowledge;

That the annexed account/writing obligatory is certified to be just and true, and that the said creditor hath not, directly or indirectly, received to his knowledge any part or parcel of the money or goods charged as due therein or any security or satisfaction for the same, more than credit has been given therefor.

That, the creditor, /lent monies/ to debtor(s), as fully set forth in the itemized statement/promissory note/ annexed hereto, which remains unpaid.

STATEMENT OF DEBT

Promissory note dated November 9, 1953	\$4352.00
Plus interest from September 9, 1961 to October 9, 1961	7.86
	<u>\$4359.86</u>
Less 94 monthly payments on principal indebtedness to September 9, 1961	2780.14
	<u>\$1579.72</u>
Plus 10% commissions for collection per terms of note	157.97
	<u>\$1737.69</u>

That the debtor(s) post office address is Church Hill, Maryland, in the case of William Tilghman Cahall, and that William Tilghman Cahall resides near Church Hill, Maryland, and is employed by the State Roads Commission of Maryland, and Edith Marie Cahall resides with her mother, Mrs. John Kemp, Goldsboro, Caroline County, Maryland, and/are not now in the military service, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments, nor been in such service within thirty days hereof.

AS WITNESS my hand and official seal:

SEAL'S Notary
PLACE: Public
Seal

KATHERINE C. O'NEAL -
(Notary Public)

Filed Oct. 16, 1961

\$ 4352.00 Church Hill, Md. POST OFFICE, November 9 1953	No. _____
_____ months after date, for value received, <u>we</u> jointly and severally	
promise to pay to <u>Minnie T. Story</u> or order	\$ _____
Four thousand, three hundred fifty two and 00/100----- Dollars	DUE
100	
at THE CHURCH HILL BANK OF MARYLAND Branch of The Chestertown Bank of Maryland	
with all costs and 10 per centum commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.	
With interest at the rate of 6% per annum	<u>WILLIAM TILGHMAN CAHALL</u>
Secured by mortgage of even date	<u>EDITH MARIE CAHALL</u>

CERTIFIED COPY OF BOND

Filed Oct. 16, 1961

Queen Anne's County, to wit: Be it remembered that on this Sixteenth day of October in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:-

MORTGAGEE OR ATTORNEYS' BOND NO.
KNOW ALL MEN BY THESE PRESENTS:

THAT WE Minnie T. Story of Church Hill, Queen Anne's County, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND (\$4,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of October in the year of our Lord nineteen hundred and sixty-one.

WHEREAS, the above bounden Minnie T. Story by virtue of a power contained in mortgage from William Tilghman Cahall and Edith Marie Cahall to Minnie T. Story dated November 9, 1953 and recorded in Liber T.S.P. No. 13 folio 211 etc., one of the Land Record Books of Queen Anne's County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Minnie T. Story is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order of decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
DOROTHY E. CONNOLLY
Corporate Seal
Minnie T. Story (SEAL)
MARYLAND CASUALTY COMPANY
By DOROTHY E. CONNOLLY
Attorney-in-Fact.

Attest:
CLAYTON C. CARTER

And at the foot of the foregoing Bond is the following endorsement, to wit:-
Security approved and Bond filed Oct. 16, 1961
T. SORDEN PIPPIN Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:
I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 123, a Bond Record for Queen Anne's County.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 16th day of October in the year nineteen hundred and sixty-one.
Court's Seal
T. SORDEN PIPPIN Clerk

REPORT OF SALE

Filed Nov. 13, 1961

MINNIE T. STORY, MORTGAGEE

:

IN THE CIRCUIT COURT

VS.

:

FOR

WILLIAM TILGHMAN CAHALL and
EDITH MARIE CAHALL, Mortgagors

:

QUEEN ANNE'S COUNTY

IN EQUITY

Cause no. 4416

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Minnie T. Story, Mortgagee, unto your Honors respectfully shows:

1. That the above named Mortgagors by a Mortgage dated November 9, 1953 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13 Folio 211, the original of which is filed herein, granted and conveyed unto Minnie T. Story, certain land in said Mortgage described, to secure unto her payment of a certain promissory note in the amount of FOUR THOUSAND THREE HUNDRED AND FIFTY-TWO DOLLARS (\$4,352.00), with interest thereon at the rate of six per centum (6%) per annum, which said Mortgage contained a power of sale of the mortgaged property to be exercised by the said Mortgagee, upon default in the terms of the said Mortgage.

2. That default having occurred in the terms of said Mortgage by reason of the non-payment of the principal and interest payable under the terms of the promissory note secured by said Mortgage at the time therein provided for payment thereof, the undersigned proceeded to collect the amount due under said note by exercise of the power of sale contained in said Mortgage.

3. That prior to the day of sale hereinafter mentioned, the undersigned filed with the Clerk of this Court, a bond duly approved by said Clerk, given to the State of Maryland, executed by herself and Maryland Casualty Company as surety in the penal sum of FOUR THOUSAND DOLLARS (\$4,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the power of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter the undersigned gave more than twenty (20) days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report.

5. That pursuant to the advertised notice of sale, on the 9th day of November, 1961, at 11:00 o'clock A.M. in front of the Court House, Centreville, Maryland, the undersigned offered at public auction the real estate described in said advertisement of sale, by Ross Rhodes, Auctioneer, after the said advertisement of sale was read aloud by Clayton C. Carter, her attorney; and after said auctioneer had cried such sale for a reasonable length of time, the undersigned, in execution of the power of sale contained in said Mortgage, sold the property so offered unto William Tilghman Cahall, he being then and there the highest bidder therefor, at and for the sum of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00).

6. That the said purchaser has complied with the terms of sale by paying unto the undersigned the sum of TWO HUNDRED AND TWENTY DOLLARS (\$220.00), representing one-tenth (1/10th) of the purchase price of the hereinmentioned property and by giving unto the undersigned his promissory note for the balance of the purchase money in the amount in the amount of ONE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$1,980.00), with interest at the rate of six per centum (6%) per annum.

Respectfully submitted:

MINNIE T. STORY
Mortgagee

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 10th day of November, 1961, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared MINNIE T. STORY, Mortgagee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated; and that the sale made by her and therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

MARGARET E. JONES
Notary Public

Filed Nov. 13, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Nov. 13, 1961

MORTGAGEE'S SALE
OF HOUSE AND LOT

NEAR CHURCH HILL, MARYLAND

Default having occurred in the terms of a Mortgage from William Tilghman Cahall and Edith Marie Cahall to Minnie T. Story, dated November 9, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13, folio 211, the undersigned Mortgagee, by virtue of the power of sale contained therein, will offer at public auction in front of the Court House, Centreville, Maryland, on

THURSDAY, NOVEMBER 9, 1961

At 11:00 o'clock p.m. the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, bounded on the West and South by lands of Charles Marion Cahall on the East by lands of Walter G. Stewart and Tishe C. Stewart, his wife, and on the North by the Centreville-Church Hill Highway, Route 213 and near the Western limits of the Town of Church Hill and which is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe along the right of way of Route 213 and a corner of the Charles Marion Cahall lands and thence running by and with the lands of Charles Marion Cahall the following two courses and distances; South 20 degrees no minutes East, 194.8 feet to an iron pipe; thence North 68 degrees no minutes East, 206.25 feet to an iron pipe along the right of way of Route 213 and with the lands of Walter G. Stewart and Tishe C. Stewart, his wife, North 46 degrees no minutes West, 157.7 feet to an iron pipe along the right of way of Route 213; thence running by and with the right of way of Route 213 South 88 degrees 30 minutes West, 144.25 feet to an iron pipe the place of beginning; and

CONTAINING 0.688 acres of land, more or less, according to a Certificate of Survey and Map thereof by Wirt D. Bartlett, Engineer and Surveyor made July 29, 1953, and recorded among the Land Records in Liber T.S.P. No. 12 Folio 143.

BEING the same property conveyed unto William Tilghman Cahall and Edith Marie Cahall, his wife, by Charles Marion Cahall, single, by deed dated the 8th day of August, 1953, and recorded in Liber T.S.P. No. 12, Folio 141, a Land Record Book for Queen Anne's County.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS

The above lot is improved by a frame bungalow located about one-half mile South of the Town of Church Hill on U. S. Rt. 213.

TERMS OF SALE

One-tenth of the purchase price on the day of sale, the balance within thirty (30) days after ratification of the sale by the Court, or all cash on the day of sale at the option of the purchaser; the credit payments, if any, to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Mortgagee.

Taxes and insurance premiums will be adjusted to day of settlement, at which time possession will be given.

All transfer expenses, including documentary and recordation stamps, will be borne by purchaser.

MINNIE T. STORY, MORTGAGEE

Ross Rhodes, Auctioneer
Clayton C. Carter, Attorney

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 14, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the MORTGAGEE'S SALE in the case/estate of Story vs Cahall a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of October 1961, and the last insertion on the 5th day of November, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Nov. 13, 1961

ORDER NISI

Filed Nov. 13, 1961

ORDER NISI ON SALE

Minnie T. Story, Mortgagee
 vs.
 William Tilghman Cahall and
 Edith Marie Cahall, Mortgagors

) In the Circuit Court
)
 (for Queen Anne's County
)
) In Equity

Cause No. 4416

ORDERED, this 13th day of November, 1961, that the sale of the real property, made and reported in this cause by Minnie T. Story, Mortgagee, be ratified and confirmed on or after the 14th day of December, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of December, 1961.

The report states the amount of sales to be \$2,200.00.

T. SORDEN PIPPIN Clerk

Filed November 13, 1961CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed Nov. 13, 1961

ORDER NISI ON SALE

Minnie T. Story, Mortgagee

vs.

William Tilghman Cahall and
 Edith Marie Cahall, Mortgagors

In the Circuit Court
 for Queen Anne's County
 In Equity

Cause No. 4416

ORDERED, this 13th day of November, 1961, that the sale of the real property, made and reported in this cause by Minnie T. Story, Mortgagee, be ratified and confirmed, on or after the 14th day of December, 1961, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of December, 1961.

The report states the amount of sales to be \$2,200.00

T. SORDEN PIPPIN, Clerk

Filed: November 13, 1961

True Copy

Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 14, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI in the case/estate of Minnie T. Story a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 14th day of December, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of November, 1961, and the last insertion on the 30th day of November, 1961.

THE QUEEN ANNE'S RECORD AND
 OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Dec. 14, 1961

FINAL RATIFICATION OF SALE

Filed Dec. 15, 1961

MINNIE T. STORY, Mortgagee	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM TILGHMAN CAHALL and	:	QUEEN ANNE'S COUNTY
EDITH MARIE CAHALL, Mortgagors	:	IN EQUITY
		CAUSE NO. 4416

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 15th day of December, 1961, that the sale of the real estate made and reported in this cause by Minnie T. Story, Mortgagee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said Mortgagee is allowed the usual commissions and such proper expenses, not personal, as she shall produce vouchers therefor to the auditor.

THOS J. KEATING JR.
Judge

Filed Dec. 15, 1961

AMENDED AFFIDAVIT OF CREDITOR

Filed Jan. 15, 1962

AMENDED
AFFIDAVIT OF CREDITOR

STATE OF MARYLAND, sct:
COUNTY OF QUEEN ANNE'S,

I HEREBY CERTIFY, that on this 15th day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's, County, personally appeared CLAYTON C. CARTER, Attorney and Agent of Minnie T. Story, the creditor herein, and made oath in due form of law as follows:

That he is competent to testify to the matters stated herein, which are made on his personal knowledge, and that he is the duly authorized agent of the Creditor to make this affidavit.

That the annexed account/writing obligatory is certified to be just and true, and that the said creditor hath not, directly or indirectly, received to his knowledge any part or parcel of the money or goods charged as due therein, or any security or satisfaction for the same, more than credit has been given therefor.

That, the creditor, lent monies to the debtor(s), as fully set forth in the itemized statement/promissory note annexed hereto, which remains unpaid.

AMENDED STATEMENT OF DEBT

Promissory note dated November 9, 1953	\$4,352.00
Plus interest from September 9, 1961 to 60 days from date of sale (November 9, 1961)	<u>31.44</u>
	\$4,383.44
Less 94 monthly payments on principal indebtedness to September 9, 1961	<u>2,780.14</u>
	\$1,603.30
Plus 10% commissions for collection per terms of note	<u>160.33</u>
	\$1,763.63

AS WITNESS my hand and official seal:

SEAL'S Notary
PLACE: Public
Seal.

REBECCA JANE NELSON
(Notary Public)

AUDIT

Filed Jan. 16, 1962

Minnie T. Story
vs.
William Tilghman Cahall, et al.

In The Circuit Court For
Queen Anne's County
In Equity
No. 4416

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully respectfully represents:

1. That this account is stated at the request of Minnie T. Story, Mortgagee, of the mortgage foreclosed in these proceedings, wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of these proceedings and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$3.08.

2. That in the within account, the said mortgagee and vendor is charged with the proceeds of sale and the interest which accrued on the unpaid balance of the purchase money; and thereafter allowed as expenses of sale, the following, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the vendor's share of county and state taxes for the year 1961, her commissions for making said sale as per the terms of the mortgage foreclosed herein, the fee of your auditor for stating this account, and the balance of said proceeds have been directed by your auditor to be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

January 15, 1962

Filed Jan. 16, 1962

Cause No. 4416

The proceeds of the sale of real estate reported in this cause, in account with Minnie T. Story, Mortgagee, who made the sale of the real estate foreclosed in these proceedings (and vendor of said land).

Cr.

1961		
Nov. 9	By proceeds of the sale of land, per report of vendor, to wit:-----	\$2,200.00
	By interest on unpaid balance of purchase price, per settlement sheet of vendee, to wit:-----	16.50
	By gross proceeds of said sale, to wit:-----	\$2,216.50

Dr.

To Minnie T. Story, Mortgagee (and vendor), her commissions for making said sale, per terms of said mortgage, to wit:-----	\$220.00
To do., for an amount due T. Sorden Pippin, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:	
1-Costs of T. Sorden Pippin, Clerk ---	\$28.00
2-Appearance fee of C. C. Carter, Atty- <u>10.00</u>	38.00
To do., for an amount paid Dorothy E. Connolly, Agent, for the premium on the corporate surety bond of the mortgagee's filed in this cause, per receipt exhibited, to wit:-----	16.00
To do., for an amount paid notary publics for affidavits filed in this cause, per statement of mortgagee's exhibited, to wit:-----	1.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:	
1-Costs of publishing notice of sale--	\$45.60
2-Costs of publishing order nisi of sale----- <u>12.00</u>	57.60
To do., for an amount paid Ross Rhodes, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:-----	15.00
To do., for an allowance for vendor's share of 1961 state and county taxes on real estate sold in these proceedings for 11 months and 28 days, per settlement sheet of vendee, to wit:-----	62.35

January 15, 1962

J THOMAS CLARK
Auditor

To do., for costs of publishing the audit nisi to be passes as to this audit in the Queen Anne's Record-Observer, the sum of -----	10.00
--	-------

To J. Thomas Clark, auditor, for stating
this audit, the sum of ----- 36.00

To Minnie T. Story, mortgagee, as a partial
payment on the indebtedness due under
terms of the mortgage foreclosed herein
in the sum of \$1763.63, as per amended
statement of mortgage debt filed in this
cause, the balance or the sum of -----1760.55

\$2216.50

\$2,216.50

January 15, 1962

J THOMAS CLARK
Auditor

* NISI RATIFICATION OF AUDIT (See this page - below)

CERTIFICATE OF PUBLICATION OF NISI (13)
RATIFICATION OF AUDIT

Filed Feb. 2, 1962

NISI RATIFICATION OF AUDIT

Minnie T. Story
Mortgagee
vs.
William Tilghman Cahall and
Edith Marie Cahall

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4416

ORDERED, this 16th day of January, 1962, that the report and ac-
count filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after
the 2nd day of February, 1962, unless cause to the contrary thereof be previously shown;
provided a copy of this order be inserted in some newspaper published in Queen Anne's
County, Maryland, once in each of two successive weeks before the 26th day of January,
1962.

Filed: January 16, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk
T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 2, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body orporate, does hereby
certify that the Nisi Ratification of Audit in the case/estate of Minnie T. Story vs.
William Tilghman Cahall and Edith Marie Cahall a true copy of which is annexed hereto,
was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed at Cen-
treville, in Queen Anne's County, Maryland, once a week for 2 successive weeks be-
fore the 26th day of January, 1962, and that the first insertion of said advertise-
ment in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of January, 1962, and
the last insertion on the 25th day of January, 1962

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Feb. 2. 1962

* NISI RATIFICATION OF AUDIT (12)

Filed Jan. 16, 1962

Minnie T. Story
Mortgagee
VS.

William Tilghman Cahall and
Edith Marie Cahall

NISI RATIFICATION OF AUDIT

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for Queen Anne's County

In Equity
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County, Maryland, once in each of wwo successive weeks before the 26th. day of January,
1962.

T. SORDEN PIPPIN, Clerk

Filed January 16, 1962

FINAL RATIFICATION OF AUDIT

Filed Feb. 2, 1962

FINAL RATIFICATION OF AUDIT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 2nd day of February, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding audit nisi; and the Mortgagee, Minnie T. Story, is hereby directed to apply the funds and property distributed by the audit accordingly, with a due proportion of interest as the same has been or may be received.

Filed Feb. 2, 1962

THOS J. KEATING, JR.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-seventh day of July, in the year nineteen hundred and sixty-one, the following REPORT OF TAX SALES was filed for record, to wit:-

IN THE MATTER OF THE
TAX SALES IN QUEEN ANNE'S
COUNTY, MARYLAND, FOR THE
YEAR 1961

*
*
*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

In Equity No. 4403

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by Royden N. Powell, Jr., Treasurer for Queen Anne's County, unto your Honors, respectfully represents:

1. That in the annual levy made by The County Commissioners of Queen Anne's County for the years 1959 and 1960, there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels, all situate in certain designated districts in Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Royden N. Powell, Jr., Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes due thereon were not paid by January 1st, 1961.

3. That Royden N. Powell, Jr., Treasurer, caused to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the first day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment, on or before the 10th day of April, 1961, the same would be collected by process of law.

4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the first day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of all taxes, together with all interest and costs accrued thereon to date of payment on or before the 10th day of April, 1961, the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personalty in arrears, by the owner of the real estate, with a notice appended that if said taxes, together with all interest, costs, expenses and commissions accrued and to accrue are not paid before the 3rd Tuesday in May, 1961, the Treasurer would proceed at 10:00 o'clock, A.M. on that day, at the Court House in said County, to offer said property for sale to the highest bidder for cash. A certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described, did proceed to sell on May 16, 1961, at 10:00 A.M. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Joseph Jackson, Jr, Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro-rata cost of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Barclay-Sudlersville Road, adjoining the land of (or formerly of) Charles Sudler. Assessed value \$150.00, assessed to Howell M. Garney for \$3.21 taxes in arrears plus interest, costs and expenses to day of Sale.

Taxes-----	\$ 3.21
Interest-----	\$.13
Attorney-----	\$10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
	\$27.34
5% Treasurer's Commission----	9.75
	\$37.09

The Property was sold to Doris Lee Rochester, at and for the sum of One Hundred Ninety-five Dollars (\$195.00), she being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the First Elec-

tion District of Queen Anne's County, Maryland, located on the Templeville-Anderson Corner Road, adjoining the land of or formerly of Robert McKnett, containing 10 acres of land, more or less. Assessed value \$100.00 assessed to Rosa Gulrich for \$2.13 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 2.13
Interest-----	\$.09
Attorney-----	\$10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
	<u>\$26.22</u>
5% Treasurer's Commission-----	\$ 7.75
	<u>\$33.97</u>

The Property was sold to Michael Revyuk & Elizabeth Revyuk at and for the sum of \$155.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Carson's Corner-Duhamels Road, adjoining the land of or formerly of Andrew Cherpka. Assessed value \$260.00, assessed to Mary E. Kilson for \$5.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 5.54
Interest-----	\$.22
Attorney-----	\$10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
	<u>\$29.76</u>
5% Treasurer's Commission-----	\$ 2.00
	<u>\$31.76</u>

The property was sold to Elsie Banks at and for the sum of \$40.00, she being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Carson's Corner and Duhamel Road, adjoining the land of or formerly of John W. Holden, Jr., containing 53 acres of land more or less. Assessed value \$1,805.00, assessed to William Norton Kilson for \$40.57 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$40.57
Interest-----	\$ 1.62
Attorney-----	\$10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
Special Assessment (Ditch Tax-----	<u>\$143.41</u>
	<u>\$209.60</u>
5% Treasurer's Commission-----	\$ 45.00
	<u>\$254.60</u>

The property was sold to Michael & Elizabeth Revyuk, at and for the sum of \$900.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on the Barclay-Templeville Road, adjoining the land of or formerly of Joseph O. Elburn, containing 101 acres of land, more or less. Assessed value \$1,010.00, assessed to James L. Merrick and R. & Mary L. Reider, for \$21.57 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 21.57
Interest-----	\$.86
Attorney-----	\$10.00
Auctioneer-----	\$ 5.00
Advertising-----	\$ 8.00
Notary Public-----	\$ 1.00
	<u>\$ 46.43</u>
5% Treasurer's Commission-----	\$ 90.00
	<u>\$136.43</u>

The property was sold to Michael & Elizabeth Revyuk at and for the sum of \$1,800.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, located near Barclay, adjoining the land of or formerly of Alvin Thompson, containing 3 acres of land, more or less. Assessed value \$1,450.00 assessed to Public Administrator of the Hall of Records, County of New York for \$60.49 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 60.49
Interest-----	4.19
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00

Advertising-----	10.00
Town of Centreville taxes-----	9.39
	<u>\$100.07</u>
5% Treasurer's Commission-----	\$ 20.50
	<u>\$120.57</u>

The property was sold to Howard Welch at and for the sum of \$410.00, he being then and there the highest bidder therefor.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located on Green Street in Church Hill, Maryland, adjoining the land of or formerly of James Anderson Estate. Assessed value \$300.00, assessed to Sarah R. Clough Estate for \$6.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 6.41
Interest-----	\$.26
Attorney-----	\$ 10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
Town of Centreville Taxes-----	\$ 1.20
	<u>\$ 31.87</u>
5% Treasurer's Commissions-----	\$ 3.70
	<u>\$ 35.57</u>

The property was sold to Francis Hall at and for the sum of \$50.00 he being then and there the highest bidder therefor.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on Chesterfield Avenue in Centreville, adjoining the land of or formerly of George Cannon. Assessed value \$500.00, assessed to A. Frank & Nora E. Golt for \$10.68 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 10.68
Interest-----	\$.43
Attorney-----	\$ 10.00
Auctioneer-----	\$ 5.00
Notary Public-----	\$ 1.00
Advertising-----	\$ 8.00
Town of Centreville Taxes-----	\$ 16.30
	<u>\$ 51.41</u>
5% Treasurer's commissions-----	\$ 15.50
	<u>\$ 66.91</u>

The property was sold to the Town of Centreville at and for the sum of \$310.00, it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Centreville, adjoining the land of or formerly of Rosie Nichols. Assessed value \$900.00, assessed to Mary Jackson, for \$21.23 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 21.23
Interest-----	.85
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	8.00
	<u>\$ 46.08</u>
5% Treasurer's Commission-----	\$ 5.50
	<u>\$ 51.58</u>

The property was sold to Elsie Banks at and for the sum of \$110.00, she being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Brown's Corner, adjoining the land of or formerly of Emory Kirby. Assessed value \$100.00, assessed to George W. Kennedy for \$4.16 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 4.16
Interest-----	.29
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$ 30.45</u>
5% Treasurer's Commission-----	2.00
	<u>\$ 32.45</u>

The property was sold to Amos Edeard Hynson, Jr., at and for the sum of \$40.00, he being then and there the highest bidder therefor.

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Fredericktown, adjoining the land of or formerly of Charles Ringgold. Assessed value \$200.00, assessed to Robert and Mary Boyd for \$7.30 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 7.33
Interest-----	.45
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$33.78</u>
5% Treasurer's Commission-----	2.00
	<u>\$35.78</u>

The property was sold to Edwin Crouch at and for the sum of \$40.08, he being then and there the highest bidder therefor.

ALL that lot or parcel of land, lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake, adjoining the land of or formerly of John Anzer. Assessed value \$160.00, assessed to James Thomas Brown for \$3.41 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 3.41
Interest-----	.14
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$27.55</u>
5% Treasurer's Commission-----	\$ 1.50
	<u>\$29.05</u>

The property was sold to Henry Berniker at and for the sum of \$32.48, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in the second Section of Kent Island Estates, and known as Lot No. 41, Block F. Assessed value \$275.00, assessed to Salvatore and Ida M. Butta for \$10.97 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$10.97
Interest-----	.74
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$37.71</u>
5% Treasurer's Commission-----	\$ 2.25
	<u>\$39.96</u>

The property was sold to Henry Berniker at and for the sum of \$45.86, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Kent Point-Matapeake Road, Lots Nos. 6 and 7. Assessed value \$400.00, assessed to Ida Viola Carr for \$8.55 taxes in arrears, plus interest costs and expenses to day of sale.

Taxes-----	\$ 8.55
Interest-----	.34
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$32.89</u>
5% Treasurer's Commission-----	\$ 2.25
	<u>\$35.14</u>

The property was sold to Edwin Crouch at and for the sum of \$45.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in the Third Section of Kent Island Estates, Lot No. 9, Block L. Assessed value \$380.00, assessed to David and Mary Eckhardt for \$15.84 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$15.84
Interest-----	1.09
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$42.93</u>
5% Treasurer's Commission-----	\$ 3.00
	<u>\$45.93</u>

The property was sold to Claude Lowery at and for the sum of Sixty Dollars, he being then and there the highest bidder therefor.

ALL the lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Long Point Road, adjoining the land of or formerly of Tower Gardens. Assessed value \$100.00, assessed to Philip Grollman, for \$2.13 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 2.13
Interest-----	.09
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$26.22</u>
5% Treasurer's Commission-----	3.00
	<u>\$29.22</u>

The property was sold to David M. Nichols, Jr. at and for the sum of \$60.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Love Point Road, adjoining the land of or formerly of Elliott Dunn. Assessed value \$250.00, assessed to Clara Harris Heirs, for \$5.34 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 5.34
Interest-----	.21
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$29.55</u>
5% Treasurer's Commission-----	3.00
	<u>\$32.55</u>

The property was sold to James S. and Drucilla Ann Tolson at and for the sum of \$60.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Love Point Road, adjoining the Clara Carvel lands. Assessed value \$100.00, assessed to Margaret Hines for \$2.13 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 2.13
Interest-----	.09
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$26.22</u>
5% Treasurer's Commission-----	1.50
	<u>\$27.72</u>

The property was sold to Harry Bishop at and for the sum of \$30.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Kirby Street in Dominion, adjoining the land of or formerly of George Tull. Assessed value \$1,725.00, assessed to Ethel Jones for \$36.87 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$36.87
Interest-----	1.47
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$62.34</u>
5% Treasurer's Commission-----	8.75
	<u>\$71.09</u>

The property was sold to Linwood Yates at and for the sum of \$175.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Dominion on Kirby Street, adjoining the land of or formerly of Edgar Jones. Assessed value \$150.00, assessed to Ethel Jones for \$3.20 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 3.20
Interest-----	.13
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$27.33</u>
5% Treasurer's Commission-----	2.25
	<u>\$29.58</u>

The property was sold to Harry Bishop at and for the sum of \$45.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Dominion-Little Creek Road, adjoining the land of or formerly of Roy Gardner. Assessed value \$150.00, assessed to Harry L. Lee for \$6.26 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 6.26
Interest-----	.44
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$32.70</u>
5% Treasurer-----	3.75
	<u>\$36.45</u>

The property was sold to Lester Lee at and for the sum of \$75.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Kent*Point-Matapeake Road, adjoining the land of or formerly of Sellers Bailey. Assessed value \$13.89, taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$13.89
Interest-----	.57
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$38.46</u>
5% Treasurer's Commission-----	4.50
	<u>\$42.96</u>

The property was sold to Edwin Crouch at and for the sum of \$56.92, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the Kent Point-Matapeake Road, adjoining the lands of or formerly of Harriett Fisher. Assessed value \$525.00, assessed to Otha Pierce for \$11.22 taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$11.22
Interest-----	.45
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$35.67</u>
5% Treasurer's Commission-----	3.00
	<u>\$38.67</u>

The property was sold to Edwin Crouch at and for the sum of \$60.00, he being then and there the highest bidder therefor.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on the Perry's corner Road, adjoining the land of or formerly of Ralph Dutcher containing 1/4 acre of land, more or less. Assessed value \$100.00, assessed to Susan Callahan Heirs for \$4.16 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 4.16
Interest-----	.29
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$30.45</u>
5% Treasurer's Commission-----	8.00
	<u>\$38.45</u>

The property was sold to Erdman and Ethel Melvin at and for the sum of \$160.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Mill Lane near Grasonville, adjoining the land of or formerly of James Bowser, containing two acres of land, more or less. Assessed value \$1,300.00, assessed to Charles Cooper for \$51.18 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 51.18
Interest-----	3.45
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$ 80.63</u>
5% Treasurer's Commission-----	13.00
	<u>\$ 93.63</u>

The property was sold to Walter Jewell at and for the sum of \$260.00, he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on the Bryantown-Grasonville Road, adjoining the land of or formerly of Saw Mill Lane. Assessed value \$100.00, assessed to John H. Scott Heirs for \$213, taxes in arrears, plus interest, costs and expenses to day of sale.

Taxes-----	\$ 2.13
Interest-----	.09
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$ 26.22</u>
5% Treasurer's Commission-----	2.75
	<u>\$ 28.97</u>

This property was sold to Charles K. & Irene J. Bryan at and for the sum of \$55.00, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election of Queen Anne's County, Maryland, located on the Bryantown Road, adjoining the land of or formerly of Walter Jewell, Assessed value \$550.00, assessed to Grace Williams Heirs, for \$11.75 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 11.75
Interest-----	.47
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	8.00
	<u>\$ 36.22</u>
5% Treasurer's Commission-----	8.25
	<u>\$ 44.47</u>

The property was sold to James S. and Drucilla Ann Tolson at and for the sum of \$165.00, they being then and there the highest bidders therefor.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixty Election District of Queen Anne's County, Maryland, located on the Bridgetown Road, adjoining the land of or formerly of Carrie Merrick, containing 6 acres of land, more or less. Assessed value \$150.00, assessed to Samuel Pierce Heirs for \$6.26 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 6.26
Interest-----	.44
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$ 32.70</u>
5% Treasurer's Commission-----	12.75
	<u>\$ 45.45</u>

The property was sold to Edgar E. & Evelyn D. Walls at and for the sum of \$255.00, they being then and there the highest bidders therefor.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on the Millington-Unicorn Road, adjoining the land of or formerly of Ethel Scofield, containing 1/4 acre of land, more or less. Assessed value \$100.00, assessed to Florence B. Thompson for \$4.16 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes-----	\$ 4.16
Interest-----	.29
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
Advertising-----	10.00
	<u>\$ 30.45</u>
5% Treasurer's Commission-----	3.25
	<u>\$ 33.70</u>

The property was sold to Robert C. Larrimore at and for the sum of \$65.00, he being then and there the highest bidder therefor.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

ROYDEN N. POWELL, JR.
Royden N. Powell, Jr.
Treasurer for Queen Anne's County

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

I HEREBY CERTIFY that on this 25 day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Royden N. Powell, Jr., Treasurer of Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Tax Sales are true to the best of his knowledge information and belief.

WITNESS my hand and Notarial Seal.

BRENDA M. TURNER
Notary Public

NOTARY
PUBLIC
SEAL.

Filed July 27, 1961

CERTIFICATE OF PUBLICATION OF SALE

Filed Aug. 2, 1961

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 1959 and 1960, there will be added to each of the following amounts interest, fees and costs.

Unless payment be made in full of said taxes together with all interest and costs accrued thereon before the third Tuesday in May of 1961, to wit:

TUESDAY

MAY 16, 1961

the said County Treasurer for
Queen Anne's County will proceed at 10 o'clock A.M. (D.S.T.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE QUEEN ANNE'S COUNTY, MARYLAND, to offer for sale, to the highest bidder. FOR CASH, all of said property upon which taxes, interest, costs, fees or expenses are in arrears, and shall continue said sale on each day thereafter, legal holidays excepted from 10 A.M. until 3 P.M., until all of said property shall have been offered and disposed of.

The said COUNTY TREASURER shall be entitled to receive a commission of five per centum on the amount of all sales made by him in pursuance of the provision of said Act, to be computed and charged as part of the expenses of such sales, and if before sale but after advertisement, the taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

The names of the person or persons to whom the respective parcels or lots of land and improvement, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTEREST, COSTS, FEES AND EXPENSES TO BE ADDED.

FIRST DISTRICT

All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Carson's Corner adjoining the land of (or formerly of) James Price containing 10 acres of land, more or less. Assessed value \$250.00, assessed to Sarah B. Gray and Joseph E. Brown for \$5.34 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Sudlersville Road adjoining the land of (or formerly of) Charles Sudler containing lot assessed value \$150.00, assessed to Howell M. Carney for \$3.21 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Millington-Felton Road adjoining the land of (or formerly of) Edward Glancing containing 3 acres of land, more or less, and Bldg. Assessed value \$200.00, assessed to John E. and Mary R. Daniels for \$4.27 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Templeville-Anderson Corner adjoining the land of (or formerly of) Robert McKnett containing 10 acres of land, more or less. Assessed value \$100.00, assessed to Rosa Gulrich for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Carson's Corner-Duhamels Road adjoining the land of (or formerly of) Andrew Cherpka containing lot. Assessed value \$260.00, assessed to Mary E. Kilson for \$5.54 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Carson's Corner and Duhamel Road adjoining the land of (or formerly of) John W. Holden Jr. containing 53 acres of land, more or less, and house and other bldgs. Assessed value \$1,805.00, assessed to William Norton Kilson for \$40.57 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Barclay-Templeville Road adjoining the land of (or formerly of) Joseph O. Elborn containing 101 acres of land, more or less, and (woodland). Assessed value \$1,010.00, assessed to James L. Merrick and R. & Mary L. Reider for \$21.57 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Barclay adjoining the land of (or formerly of) Alvin Thompson containing 3 acres of land, more less, and house and other bldgs. Assessed value \$1,450.00, assessed to Public Administrator of the Hall of Records County of New York for \$60.49 taxes in arrears plus interest, costs, and expenses to day of sale. Town Taxes \$9.39

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All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Ingleside-Dudley's Corner Road adjoining the land of (or formerly of) Bessie Jeffers containing lot and house and other bldgs. Assessed value \$600.00, assessed to Raymond H. and Catherine D. Tiller for \$17.82 taxes in arrears plus interest, costs, and expenses to day of sale.

SECOND DISTRICT

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Green Street in Church Hill adjoining the land of (or formerly of) James Anderson Est. containing lot. Assessed value \$300.00, assessed to Sarah R. Clough Est. for \$6.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill adjoining the land of (or formerly of) Harry Callahan Est. containing lot. Assessed value \$125.00, assessed to Ernest R. & Anna B. Hoxter for \$2.67 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Newtown adjoining the land of (or formerly of) Joseph Dew containing lot and dwelling. Assessed value \$625.00, assessed to John Wesley and Spencer Wright for \$13.35 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD-DISTRICT

All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Starr-Willoughby Road adjoining the land of (or formerly of) Samuel White containing 20 acres of land, more or less, and building. Assessed value \$370.00, assessed to Thomas Henry Dennis for \$7.89 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election

District of Queen Anne's County Maryland, located Corsica Neck Road adjoining the land of (or formerly of) Harriett Brown containing lot. Assessed value \$100.00, assessed to Mary Dill for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Kidwell Lane adjoining the land of (or formerly of) Wesley Denby containing lot and dwelling. Assessed value \$675.00, assessed to Henry Downes for \$14.42 taxes in arrears plus interest, costs, and expenses to day of sale. Town Taxes \$8.40.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Chesterfield Ave. in Centreville adjoining the land of (or formerly of) George Cannon containing lot and house. Assessed value \$500.00, assessed to A. Frank and Nora E. Golt for \$10.68 taxes in arrears plus interest, costs, and expenses to day of sale. Town Taxes \$8.40.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Centreville adjoining the land of (or formerly of) Rosie Nichols containing lot and dwelling. Assessed value \$900.00, assessed to Mary Jackson for \$21.23 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Commerce Street adjoining the land of (or formerly of) Roscoe Steadman containing lot and dwelling. Assessed value \$1900, assessed to Theodore L. James & Mabel Steadman for \$51.95 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Brown's Corner adjoining the land of (or formerly of) Emory Kirby containing lot. Assessed value \$100.00 assessed to George W. Kennedy for \$4.16 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Centreville Heights adjoining the land of (or formerly of) Harry Towers containing lot #12 dwelling. Assessed value \$4,200.00, assessed to Ervin W. and Sarah J. Landwehr for \$95.77 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Brownsville Road adjoining the land of (or formerly of) Embry Lambert containing lot and dwelling. Assessed value \$1,200.00, assessed to Cyrus Miller for \$29.65 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Brownsville Road adjoining the land of (or formerly of) Dulin Clark containing lot and dwelling. Assessed value \$300.00 assessed to Webster Morris Jr. Heirs for \$6.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Brownsville Road adjoining the land of (or formerly of) Harriett Brown containing lot. Assessed value \$100.00, assessed to William H. Ryans Heirs for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Commerce Street adjoining the land of (or formerly of) Henry Nichols containing 2 lots and Paladora Inn. Assessed value \$3700.00, assessed to Roscoe & Mabel Steadman for \$79.08 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Back of Kidwell Ave. adjoining the land of (or formerly of) Isiah Newman Jr. containing lot and dwelling. Assessed value \$785.00, assessed to William Wallace Heirs for \$16.76 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Brownsville adjoining the land of (or formerly of) Jackson R. Collins containing lot and dwell. Assessed value \$400.00, assessed to Mary Wilson Heirs for \$8.55 taxes in arrears plus interest, costs, and expenses to day of sale.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Frederickstown adjoining the land of (or formerly of) Henry Morgan containing lot and dwell. Assessed value \$500.00, assessed to Sellers Bailey for \$18.82 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Frederickstown adjoining the land of (or formerly of) Charles Ringgold containing lot. Assessed value \$200.00, assessed to Robert and Mary Boyd for \$7.30 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Matapeake adjoining the land of (or formerly of) John Anzer containing lot. Assessed value \$160.00, assessed to James Thompson Borwn for \$3.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located second Section of Kent Island Estates containing lot 41 Bl. F. Assessed value \$275.00, assessed to Salvatore and Ida M. Butta for \$10.97 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 6 & 7 Kent Point-Matapeake Road containing lots. Assessed value \$400.00, assessed to Ida Viola Carr for \$8.55 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck Road adjoining the land of (or formerly of) T. Herman Palmer containing lot and dwelling. Assessed value \$1,725.00, assessed to Harry L. Coulter for \$40.87 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located lots 14 & 16 Block I Kent Island Estates containing lots 14 & 16. Assessed value \$550.00, assessed to Charles H. Dear-droff for \$11.75 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot of parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located lots 29 & 31 Blk. K First Section Kent Island Estates and 19 lots in First Section K.I.E. Assessed value \$2,875.00, assessed to Paul A. Deardorff for \$61.44 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Third Section of Kent Island Estates containing Lot 9 Bl. L. Assessed value \$380.00, assessed to David and Mary Eckhardt for \$15.84 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck road adjoining the land of (or formerly of) Herman Rozier & Margaret Fallin containing lot and dwelling. Assessed value \$1,775.00; assessed to Lawrence and Evelyn Green for \$37.93 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Long Point Road adjoining the land of (or formerly of) Tower Gardens containing lot. Assessed value \$100.00, assessed to Philip Grollman for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point Road adjoining the land of (or formerly of) Elliott Dunn containing lot and dwelling. Assessed value \$250.00, as-

essed to Clara Harris Heirs for \$5.34 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Love Point Road adjoining the land of (or formerly of) Clara Carville, containing lot. Assessed value \$100.00, assessed to Margáret Hines for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Dominion on Kirby St. adjoining the land of (or formerly of) Edgar Jones containing lot. Assessed value \$150.00, assessed to Ethel Jones for \$3.20 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Kirby St. in Dominion adjoining the land of (or formerly of) Geroge Tull containing lot and house. Assessed value \$1,725.00, assessed to Ethel Jones for \$36.87 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Dominion on Little Creek Road adjoining the land of (or formerly of) James McDaniel containing lot and dwelling. Assessed value \$750.00, assessed to Ellison Lee for \$16.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Dominion-Little Creek Road adjoining the land of (or formerly of) Roy Gardner containing lot. Assessed value \$150.00, assessed to Harry L. Lee for \$6.26 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Chester-Dominion Road adjoining the land of (or formerly of) Joe Davis containing lot. Assessed value \$300.00, assessed to Elton L. & Shirley B. Legg for \$6.41 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Point-Matapeake Road adjoining the land of (or formerly of) Sellers Bailey containing lot and house. Assessed value \$650.00, assessed to Henry Morgan for \$13.89 taxes in arrears, plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Highway 50 near Shopping Center adjoining the land of (or formerly of) Pennick Corp. containing lot and Service Station. Assessed value \$10,201.00, assessed to David M. Nichols for \$218.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 21 Blk D-Lot 24 Blk R-Lot 1 Blk T 3rd Section Kent Island Estates containing 3 lots. Assessed value \$300.00, assessed to David M. & Olive J. Nichols for \$6.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located First Section of Kent Island Estates containing Lot 22 Bl A. Assessed value \$700.00, assessed to John and Emily Pachuta for \$29.20 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Point-Matapeake Road adjoining the land of (or formerly of) Harriett Fisher containing lot and dselling. Assessed value \$525.00, assessed to Otha Pierce for \$11.22 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's Counth, Maryland, located Lot 9 Blk 14 Sect. 1 Bay City containing lot. Assessed value \$750.00, assessed to Mary K. Skruch for 16.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot Ave. at Love Point Road adjoining the land of (or formerly of) Joe Bailey containing lot and dwelling. Assessed value \$1,725.00; assessed to Clinton and Hannah Spence for \$42.87 taxes, in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying being in the Fourth Election District of Queen Anne's County, Maryland, located West side of Fredericktown adjoining the land of (or formerly of) Virginia Thomas containing lot and house. Assessed value \$1,780.00, assessed to John F. and Mary E. Spence for \$46.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Fredericktown adjoining the land of (or formerly of) Loleta Robinson containing lot and house. Assessed value \$1,100.00, assessed to Otelia R. M. Washington, William J. T. Hudson, and Shelia P. A. Bailey for \$26.51 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Gouldtown adjoining the land of (or formerly of) Ruth Moore containing one acre of land, more or less. Assessed value \$150.00, assessed to John Bohland for \$5.23 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Bryantown Road adjoining the land of (or formerly of) Samuel Bouldin containing lot and house. Assessed value \$1,600.00, assessed to Thomas E. & Mazie Bouldin for \$34.20 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Perry's Corner Road adjoining the land of (or formerly of) Ralph Dutcher containing 1/4 acre of land, more or less. Assessed value \$100.00, assessed to Susan Callahan Heirs for \$4.16 taxes arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Mill Land near Grasonville adjoining the land of (or formerly of) James Bowser containing 2 acres of land, more or less, and Cottage. Assessed value \$1,300.00, assessed to Charles Cooper for \$51.18 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Queenstown-Wye Mills Road adjoining the land of (or formerly of) Charles L. Fowler & Julie Roe containing 2 lots and 2 houses. Assessed value \$3,025.00, assessed to J. Wright and Pauline Mary Everngam for \$64.65 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Scot Town Land adjoining the land of (or formerly of) Lowman Fisher containing lot. Assessed value \$150.00, assessed to James & Irene C. Gibbs for \$3.20 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Melvin's Lane in Grasonville adjoining the land of (or formerly of) Walter Jewell containing lot and dwelling. Assessed value \$1,025.00; assessed to William L. & Anna Jones for \$41.73 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Canal St. adjoining the land of (or formerly of) William Fooks containing lot. Assessed value \$335.00, assessed to Norman J. & Margaret P. Porter for \$64.61 taxes in arrears plus interest, costs and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election

District of Queen Anne's County, Maryland, located Grasonville-Narrows Road adjoining the land of (or formerly of) Evans Ave. containing lot and house. Assessed balue \$1,800.00, assessed to Henry A. and Mary V. Rada for \$42.47 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville-Evans Ave. Road adjoining the land of (or formerly of) Addie Knight containing lot and house. Assessed value \$2,800.00 assessed to Sam and Mamie Roe for \$64.85 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lt or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Bryantown-Grasonville Road adjoining the land of (or formerly of) Saw Mill Lane containing lot. Assessed value \$100.00, assessed to John H. Scott Heirs for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Queenstown-Wye Mill Road adjoining the land of (or formerly of) Elizabeth Holliday containing lot. Assessed value \$100.00, assessed to Carl & Louise Stewart for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located in Grasonville adjoining the land of (or formerly of) Mar Wittig containing lot and Dwelling & Motel. Assessed value \$6625.00 assessed to Frances A. Till & Catherine E. Moore, for \$206.73 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Bryantown Road adjoining the land of (or formerly of) Thomas R. Ewing containing lot and house. Assessed value \$750.00, assessed to James Leon and Mary Viola Turner for \$16.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Bryantown Road adjoining the land of (or formerly of) Walter Jewell containing lot and house. Assessed value \$550.00, assessed to Grace Williams Heirs for \$11.75 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Grasonville, Queenstown Road adjoining the land of (or formerly of) Norman Bouldin containing lot and dwelling. Assessed value \$1,025.00, assessed to Charles H. Wilson Heirs for \$21.90 taxes in arrears plus interest, costs, and expenses to day of sale.

SIXTH DISTRICT

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Starr-Queen Anne Road adjoining the land of (or formerly of) Webster Towers containing lot and dwelling. Assessed value \$300.00, assessed to Percy Jacobs for \$6.61 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Bridgetown Road adjoining the land of (or formerly of) Carrie Merrick containing 6 acres of land, more or less. Assessed value \$150.00, assessed to Samuel Pierce Heirs for \$6.26 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Starr-Ruthsburg Road adjoining the land of (or formerly of) John Bordley containing lot and house. Assessed value \$350.00, assessed to Jacob O. & Ruth Wright for \$7.48 taxes in arrears plus interest, costs, and expenses to day of sale.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Pine Tree Road near Pondtown adjoining the land of (or formerly of) Marguerite Smith containing lot and dwelling.

Assessed value 1,300.00, assessed to Mae Fletcher Ashley for \$27.78 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying District of Queen Anne's County, Maryland, located in Ewingtown adjoining the land of (or formerly of) Layton Berry containing lot. Assessed value \$250.00, assessed to Marcellus H. Beck for \$5.34 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Seventh District of Queen Anne's County, Maryland, located First St. in Ewingtown adjoining the land of (or formerly of) Samuel Wright & Wm. Nickerson containing 2 lots and dwelling. Assessed value \$300.00, assessed to William H. Green for \$6.40 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lots 11 & 12 C.O.H. Enterprises containing 2 lots. Assessed value \$500.00, assessed to Gil-Co. Inc for \$10.68 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Ewingtown Toad adjoining the land of (or formerly of) Ella Brown containing lot. Assessed value \$100.00, assessed to Mary E. Lee for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Millington-Unicorn Road adjoining the land of (or formerly of) Ethel Scofield containing one & 1/4 acres of land, more or less. Assessed value \$100.00, assessed to Florence B. Thompson for \$4.16 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Millington-Crumpton Road adjoining the land of (or formerly of) Earl Teat containing 120 acres of land, more or less, and house and other Bldgs. Assessed value \$4,915.00, assessed to David F. Jr. and Gertrude Waddell for \$212.83 taxes in arrears plus interest, costs, and expenses to day of sale.

- o -

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Ewingtown-Church Hill Road adjoining the land of (or formerly of) Allen Grimes containing lot. Assessed value \$100.00, assessed to Helen Williams for \$2.13 taxes in arrears plus interest, costs, and expenses to day of sale.

- o -

All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Pond Town-I. B. Road adjoining the land of (or formerly of) Clarence Henzley containing lot and dwelling and shed. Assessed value \$875.00, assessed to Allen G. & Mildred Wilson for \$24.70 taxes in arrears plus interest, costs, and expenses to day of sale.

ROYDEN N. POWELL, JR.
Treasurer for Queen Anne's County

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 2, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TAX SALES in the case/estate of a true copy of which is annexed hereto, was published in the QUEEN ANNES RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16th day of May, 1961, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of April, 1961, and the last insertion on the 11th day of May, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

IN THE MATTER OF THE TAX SALES
IN QUEEN ANNE'S COUNTY, MARY-
LAND, FOR THE YEAR 1961

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*
*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
In Equity No. 4403

ORDERED this 28th day of August, 1961, that the tax sale made and reported in this cause by Royden N. Powell, Jr. Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 28th day of Sept., 1961, unless cause to the contrary thereof be previously shown; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st day of August, 1961, and ending on the 14th day of September, 1961.

And the report states the amount of sales to be \$5,755.34.

THOS J. KEATING JR.

Filed: Aug. 28, 1961

CERTIFICATE OF PUBLICATION OF NOTICE

Filed May 18, 1962

NOTICE!

In The Matter of The Tax Sales
In Queen Anne's County,
Maryland
For The Year 1961

In The Circuit Court For
Queen Anne's County
In Equity No. 4403

ORDERED, this 28th day of August, 1961, that the tax sale made and reported in this cause by Royden N. Powell, Jr., Treasurer for Queen Anne's County, State of Maryland be ratified and confirmed, on or after the 28th day of Sept., 1961, unless cause to the contrary thereof be previously shown; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st day of August, 1961, and ending on the 14th day of September, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed May 18, 1962

ORDER OF RATIFICATION

Filed May 22, 1962

IN THE MATTER OF THE TAX SALES IN
QUEEN ANNE'S COUNTY, MARYLAND,
FOR THE YEAR 1961

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*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
In Equity No. 4403

ORDERED this 27th day of May, 1962, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales made on the 16th day of May, 1961, and reported to this Court by Royden N. Powell, Jr., Treasurer for Queen Anne's County, Maryland, on the 27th day of July, 1961, of the properties therein described in said Report of Sales as assessed to the following parties and in the following Election Districts of Queen Anne's County, as follows, to wit:

Howell M. Carney - First Election District
Rosa Gulrich - First Election District
Mary E. Kilson - First Election District
William Norton Kilson - First Election District
Mary L. Reider - First Election District
Public Administrator of the Hall of Record, County of
New York - First Election District
Sarah R. Clough Estate - Second Election District
A. Frank & Nora E. Golt - Third Election District
Mary Jackson - Third Election District
George W. Kennedy - Third Election District
Robert and Mary Boyd - Fourth Election District
James Thomas Brown - Fourth Election District
Salvatore and Ida M. Butta - Fourth Election District
Ida Viola Carr - Fourth Election District

David & Mary Eckhardt - Fourth Election District
 Philip Grollman - Fourth Election District
 Clara Harris Heirs - ,Fourth Election District
 Margaret Hines - Fourth Election District
 Ethel Jones -.Fourth Election District
 Ethel Jones - Fourth Election District
 Harry L. Lee - Fourth Election District
 Henry Morgan - Fourth Election District
 Otha Pierce - Fourth Election District
 Susan Callahan Heirs - Fifth Election District
 Charles Cooper - Fifth Election District
 John H. Scott Heirs - Fifth Election District
 Grace William Heirs - Fifth Election District
 Samuel Pierce Heirs - Sixth District
 Florence B. Thompson - Seventh Election District

reported sold in these proceedings on account of taxes in arrears BE AND THE SAME ARE
 HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been
 shown, although notice appears to have been given as provided by the ORDER NISI passed
 in these proceedings on the 28th day of August, 1961, a Certificate of Publication
 of said ORDER NISI being filed in this cause showing publication thereof in accordance
 with said Order.

THOS J. KEATING JR.
 JUDGE

Filed May 22, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this First day of May in the year nineteen hundred and sixty-two, the following/BILL OF COMPLAINT was filed for record, to wit:-

Certified Copy of

GRAFTON HEATHER AND HARRY H.
HEATHER, INFANTS, UNDER THE AGE
OF TWENTY-ONE YEARS, BY ANNIE E.
HEATHER, THEIR MOTHER AND NEXT
FRIEND

VS.

ANNIE E. HEATHER, J. TYSON HEATHER,
HILDRED HEATHER, HIS WIFE, MYRTLE
RAMBO, CHAS, W. RAMBO, HER HUSBAND,
AND HELEN H. HEATHER.

: IN THE CIRCUIT COURT
:
:
: FOR
:
:
: CAROLINE COUNTY IN
:
:
: EQUITY NO. 2152
:
:
:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix complaining says:

FIRST: That Allie E. Heather, late of Caroline County, departed this life on the eighteenth day of September, 1917, intestate, leaving to survive him a widow, Annie E. Heather, and the following children as his heirs-at-law, namely:

(a) Grafton Heather, a son, who is an infant under the age of twenty-one years and who resides in Caroline County;

(b) Harry H. Heather, a sone, who is an infant under the age of twenty-one years and who resides in Caroline County;

(c) J. Tyson Heather, a son, (who intermarried with Hildred Heather) who is above twenty-one years of age and resides in Caroline County;

(d) Myrtle Rambo, a daughter, (who intermarried with Rambo) who is above twenty-one years of age and resides in Caroline County;

(e) Helen H. Heather, a daughter, who is above twenty-one years of age and resides in Caroline County.

SECOND: That the said Allie E. Heather, deceased, was at the time of his death seized and possessed in fee simple of the following described real estate:

NO. 1: All that certain tract or parcel of land, situated and being in the First Election District of Queen Anne's County, State of Maryland, adjoining the lands of S. C. Faulkner and others, on the public road leading from Templeville to Cleaves' Forks, containing ONE HUNDRED TWENTY (120) ACRES of land, more or less, being the same land conveyed unto Allie F. Heather by deed of Aulay B. Smith and wife bearing date the third day of November, 1904, and recorded in Liber J.E.G. No. 9 Folio 8, a Land Record Book for Queen Anne's County, as will appear by certified copy of said deed filed herewith and marked "Exhibit A".

No. 2: All the following parcels or tracts of land situate, lying and being, in Caroline County, State of Maryland, bounded and more particularly described as follows, to wit:

FIRST TRACT: ALL that parcel or piece of land with all of the improvements thereon, namely it being parcel No. 2 and described as follows: ALL that lot or parcel of ground or lot situated in the town of Marydel, County and State aforesaid, being on the South side of the main street or public road leading through said town and adjoining the lot and property of Wellington Heather on the west, having a frontage on said main street of fifty feet and running back in a southerly direction by parallel lines one hundred and fifty feet be the contents whatsoever it may, being the same land conveyed by Mary V. Heather and husband to Wellington Heather by deed, which deed is recorded in Liber T.L.D. 71 Folio 74.

SECOND TRACT: ALL that lot or parcel of ground and premises situated in the town of Marydel, County and State aforesaid, on the South side of main street or public road leading through said town and adjoining the lot and property of Isaac S. Joslin on the West, having a frontage on said Main street of fifty feet and running back in a southerly direction by parallel lines 150 feet, being the same tract of land conveyed by Susan K. Cleaver to Wellington Heather by deed, which deed is recorded in Liber T.L.D. 69 Folio 198, in which a full description will appear.

THIRD TRACT: ALL that tract or parcel of land, lying in the First Election District, Caroline County, on the East side of Public Road leading from Mt. Zion Church to the town of Henderson, formerly a part of the C. S. Riday farm and adjoins the lands of Jacob Griffin, Rev. Tolson and others; and contains Seven (7) Acres of land more or less, and described more fully in a deed recorded in Liber Folio of which this tract is a part of the said lands mentioned in the above deed to

FOURTH TRACT: ALL that tract or parcel of land, situate in the First Election District of Caroline County, State of Maryland, bounded on the north by the Wilson property, on the south by the public road leading from Railroad to Delaware School House, on east by Hotel property, on the west by Delaware Avenue, containing one-eighth of an acre, more or less, being the same land conveyed by Robert Rice, Sheriff, to Wellington Heather by deed, recorded in Liber C.W.H. 6 Folio 125.

The above four tracts being the same land in which T. Howard Heather et al. conveyed their title, right and interest unto Albert F. Heather by deed bearing date the 10th day of November, 1915 and recorded in Liber L.B.T. No. 78 Folio 343, one of the Land Record Books for Caroline County, as will appear by certified copy of said deed filed herewith and marked "Exhibit B".

No. 3: All that piece or parcel of land, situate lying and being in the First Election District of Queen Anne's County and in what is known as Bear Pond on the northwest side of the county road leading from Templeville to Anderson's Cross Roads and contains Ten (10) Acres of woodland more or less, being the same land conveyed to Allie F. Heather by deed of Harry S. Dailey, Executor, bearing date the 19th day of April, 1910, and about to be recorded among the Land Record Books for Queen Anne's County, as will appear by certified copy of said deed filed herewith and marked "Exhibit C".

THIRD: That the aforesaid real estate consists of farm land, town property and woodland, and that it would be for the benefit and advantage of the infants to sell the said real estate and to invest the proceeds thereof in some productive fund for their benefit.

FOURTH: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests, therein, and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds arising from the sale thereof divided among the parties entitled according to their several interests.

TO THE END THEREFORE:

- (a) That a decree may be passed for the sale of the said real estate;
- (b) That the proceeds of sale may be distributed among the parties entitled according to their respective rights and interests;
- (c) That your oratrix may have such other and further relief as her case may require,

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said Annie E. Heather, J. Tyson Heather, Hildred Heather, his wife, Myrtle Rambo, Rambo, her husband, and Helen H. Heather, all of whom reside in Caroline County, State of Maryland, commanding them and each of them to be and appear, either in person or by solicitor, in this Court on some certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

AND as in duty bound, etc.

/s/ Harvey L. Cooper

Solicitor for Plaintiff.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Bill of Complaint in case of Crafton Heather, et al. vs. Annie E. Heather, et al., No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County affix, this 5th day of April 1962.

D RALPH HORSEY, Clerk
Circuit Court for Caroline County, Maryland.

Filed May 1, 1962

CERTIFIED COPY

DEED

Filed May 1, 1962

QUEEN ANNE'S COUNTY, To wit: Be it remembered that on the eighteenth day of July in the year nineteen hundred and five the following Deed was brought to be recorded to wit:

This Deed made this third day of November nineteen hundred and four by Aulay B. Smith and Mamie Smith his wife, of Ridgely, Caroline County, Maryland, and T. Henry Cecil and S. Victoria Cecil his wife of Queen Anne's County, Maryland

Witnesseth, that in consideration of the sum of three thousand dollars, (the receipt of all our interest title and claim in said consideration being hereby acknowledged) the said Aulay B. Smith and Mamie Smith and T. Henry Cecil and S. Victoria Cecil his wife, do grant and convey unto Allie F. Heather, of Templeville, Queen Anne's County, Maryland, all that certain tract or parcel of land situated and being in the first Election District of Queen Annes County, State of Maryland, adjoining the lands of S. C. Faulkner and others on the public road from Templeville to Cleaves Forks, containing one hundred and twenty acres of land more or less, and is the same tract of land described in a deed from C. W. Smith and wife to Aulay B. Smith dated November 3rd, eighteen hundred and ninety eight, and recorded in Liber W.H.C. #8 folio 454 and 455, a land record book for Queen Anne's County. Reference being had to this deed will more fully appear together with the improvements thereon in fee simple, and the said Aulay B. Smith and Mamie Smith, his wife, and T. Henry Cecil and S. Victoria Cecil his wife, do warrant, specially, the said tract or parcel of land unto the said Allie F. Heather, his heirs or assigns.

Witness our hands and seals. A.B. Smith (Seal)
Mame Smith (Seal)
T. Henry Cecil (Seal)
S. Victoria Cecil (Seal)

Test: W. T. Temple

Test: David T. Richards.

STATE OF MARYLAND, CAROLINE CO., To Wit: I hereby certify that on this 3 day of November in the year one thousand and nine hundred and four, before me the subscriber, a Notary Public of the State of Maryland, in and for Caroline Co., personally appeared Aulay B. Smith and Mamie Smith and they acknowledged the foregoing deed to be their act.

WM. T. TEMPLE,
NOTARY PUBLIC.

STATE OF MARYLAND, Queen Anne's County, to wit: I hereby certify that on this sixth day of May in the year one thousand nine hundred and five before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared T. Henry Cecil, and S. Victoria Cecil, his wife, and acknowledged the foregoing Deed to be their act.

DAVID T. RICKARDS, J.P.

STATE OF MARYLAND, Queen Annes County, To Wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G., No. 9, folio 8 etc., a Land Record Book for Queen Annes County.

In Testimony, Whereof, I hereunto subscribe my name and affix the seal of the circuit Court for Queen Anne's county, this 2nd day of June, in the year nineteen hundred and twenty-two.

S E A L S

P L A C E

/s/ J. F. Rolph
Clerk.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Deed from Aulay B. Smith et al. to Allie F. Heather, No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix, this 5th day of April 1962.

Circuit
Court
Seal

D. RALPH HORSEY, Clerk,
Circuit Court for Caroline County, Maryland

Filed May 1, 1962

CERTIFIED COPY
"Certified Copy of Deed"

Filed May 1, 1962

T. Howard Heather : Caroline County, to wit: Be it remembered that on this Twenty-fourth day of November in the year of our Lord one thousand
No. 460 Et Al. : nine hundred and sixteen, the following Deed was received to
To : be recorded and was accordingly enrolled as follows, to wit:-
: :
Albert Heather :
:

THIS DEED, Made this 10 day of November, nineteen hundred and fifteen by Katherine Heather, T. Howard Heather, Sara Jacobs, Chas. W. Jacobs and Effa Heather, of Caroline County in the State of Maryland.

WHEREAS, Wellington Heather of Caroline County, being seized in fee simple of certain tracts of land hereinafter described, and having died in the aforesaid county intestate, leaving as his sole heirs-at-law Katherine Heather, T. Howard Heather, Sara Jacobs, who intermarried with Chas, W. Jacobs, Effa Heather, and Albert F. Heather the parties to this deed.

WITNESSETH, That in consideration of Two Thousand and One Hundred and Sixty Dollars (\$2,160.00) the said Katherine Heather Sara Jacobs, Chas, W. Jacobs, T. Howard Heather, and Effa Heather, do grant and convey unto Albert F. Heather, his heirs and assigns, in fee simple, their title, right, and interest what-so-ever in and to the following parcels or tracts of land, situate, lying and being in Caroline County, State of Maryland, bounded and more particularly described as follows, to-wit:

FIRST TRACT: All that parcel or piece of land with all of the improvements thereon, namely it being parcel No. 2 and described as follows: ALL that lot or parcel of ground or lot situated in the town of Marydel, County and State aforesaid, being on the South side of the main street or public road leading through said town and adjoining the lot and property of Wellington heather on the West, haiving a frontage on said main street of fifty feet and runing back in a southerly direction by parallel lines one hundred and fifty feet be the contents whatsoever it may, being the same land conveyed by Mary V. Heather and husband to Wellington Heather by deed, which deed is recorded in Liber T.L.D. 71 Folio 74

SECOND TRACT: ALL that lot or parcel of ground and premises situated in the town of Marydel, County and State aforesaid, on the South side of main street or public road leading through said town and adjoining the lot and property of Isaac S. Joslin on the West, having a frontage on said Main street of 50 feet and runing back in a Southerly direction by parallel lines 150 feet. Being the same tract of land conveyed by Susan K. Cleaver to Wellington Heather by deed, which deed is recorded in Liber T.L.D. 69 Folio 198, in which a full description will appear.

THIRD TRACT: ALL that tract or parcel of land, lying in the first

Election district, Caroline County on the East side of Public Road leading from Mt. Zion Church to the town of Henderson Formerly a part of the C. S. Riday farm and adjoins the lands of Jacob Griffin, Rev. Tolson and others; and contains seven (7) acres of land more or less, and described more fully in a deed recorded in Liber Folio of which this tract is a part of the said lands mentioned in the above deed to

FOURTH TRACT: ALL, that tract or parcel of land situate in the First Election District of Caroline County, State of Maryland, bounded on the North by the Wilson property, on the South by the Public road leading from Railroad to Delaware School House, on East by Hotel property, on the West by Delaware Avenue, containing one eighth of an acre, more or less; being the same land conveyed by Robert Rice, Sheriff to Wellington Heather by deed, recorded in Liber C.W.H. 6 Folio 125.

TOGETHER, with the buildings and improvements thereupon erected made or being; and all and every, the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. TO HAVE AND TO HOLD said pieces or parcels of land above described and mentioned and hereby intended to be conveyed; together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of Albert F. Heather, in fee simple. AND, the said Katherine Heather, T. Howard Heather, Sara Jacobs, Chas. W. Jacobs and Effa Heather covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of such land as may be requisite.

WITNESS the hands and seals of the said grantors.

Test: Daniel V. Hutchins	Catherine Heather	(seal)
J. P.	T. Howard Heather	(seal)
	Effa W. Heather	(seal)
	SARA V. Jacobs	(seal)
	Chas. W. Jacobs	(seal)

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th day of November, nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Caroline County aforesaid, personally appeared Catherine Heather, T. Howard Heather, Effa W. Heather Sarah V. Jacobs Chas. W. Jacobs, and acknowledged the foregoing deed to be their act.

Daniel V. Hutchins J. P.

Test: Lawrence B. Towers, Clerk /s/

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly and faithfully taken and copied from Liber L.B.T. No. 78, Folio 343, one of the Land Record Books for Caroline County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Caroline County this 29th day of May A.D. 1922.

/s/ Geo. A. Deakyne
Clerk of the Circuit Court for Caroline County.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Deed from T. Howard Heather et al. to Albert Heather, No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix, this 5th day of April 1962.

Circuit
Court
Seal.

D RALPH HORSEY,
Circuit Court for Caroline County, Maryland

Filed May 1, 1962

CERTIFIED COPY OF DEED

Filed May 1, 1962

Queen Annes County, to wit: Be it remembered that on the second day of June in the year Nineteen Hundred and Twenty-two the following Deed was brought to be recorded, to wit:

This Deed, made this 19th day of April, nineteen hundred and ten, by Harry S. Dailey, executor, of the last will and testament of Mary A. Glanding late of Caroline County, deceased.

Witnesseth, That whereas by virtue of and acting under the powers contained in the last will and testament of Mary A. Glanding, late of Caroline County, deceased, the above named Harry S. Dailey the duly appointed and properly qualified executor

thereof, did sell the property hereinafter described to Alice F. Heather at public sale for the sum of Twenty Dollars and reported the same to the Orphans' Court for Caroline County, which said sale has been finally ratified by said Court and the purchase money fully paid to the said Executor.

Now Therefore This Deed Witnesseth, That for and in consideration of the premises and the sum of Twenty Dollars, the said Harry S. Dailey, executor as aforesaid, doth grant unto Alice F. Heather his heirs and assigns, in fee simple, all that piece or parcel of land situate, lying and being in the First Election District of Queen Annes' County, and in what is known as Bear Pond on the northwest side of the county road leading from Templeville to Andersons Cross Roads and contains Ten acres of woodland more or less.

Together with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, ways, water privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and to hold said piece or parcel of land above described and mentioned and hereby intended to be conveyed; together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of Alice F. Heather, in fee simple.

Witness my hand seal

/s/ Harry S. Dailey (SEAL)
Executor of Mary A. Glanding, Dec'd.

State of Maryland, Caroline County, to wit:

I hereby certify, that on this 19th day of April, nineteen hundred and ten, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Harry S. Dailey, Executor and acknowledged the foregoing deed to be his act.

Witness my hand and seal of office

/s/ Alda P. Whitby
Notary Public

State of Maryland, Queen Annes County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.T.R. No. 9, folio &c. a Land Record Book for Queen Annes County.

S E A L

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 2ndnd day of June A.D., 1922.

/s/ J. F. Rolph, Clerk

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Deed, in case of Grafton Heather, et al., No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix, this 5th day of April 1962.

Circuit
Court
Seal.

D RALPH HORSEY, Clerk,
Circuit Court for Caroline County, Maryland

Filed May 1, 1962

CERTIFIED COPY OF DECREE

Filed May 1, 1962

Grafton Heather & Harry H. Heather, infants,
by Annie E. Heather, mother and next friend

vs.

Annie E. Heather, J. Tyson Heather, et al.

IN THE
CIRCUIT COURT
OF
CAROLINE COUNTY
IN EQUITY, NO.

The above cause standing ready for hearing and being submitted without argument, and the proceedings being read and considered-

It is thereupon this 8th day of June in the year nineteen hundred and twenty-two by the Circuit Court of Caroline county, In Equity, and by the authority thereof ADJUDGED, ORDERED and DECREED: that the property mentioned in the proceedings be sold, that Harvey L. Cooper be and he is hereby appointed TRUSTEE to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Eight thousand dollars with corporate security or fourteen thousand dollars with private security conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in some newspaper or newspapers published in Caroline county, and such other notice as he shall think

proper, of the time, place, manner, and terms of sale, which shall be one-third cash, the balance in equal instalments of twelve and eighteen months, or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee. and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

/s/ Lewin W. Wickes

STATE OF MARYLAND, CAROLINE COUNTY, TOWIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Decree, in case of Grafton Heather, et al. vs. Annie E. Heather, et al., No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix, this 5th day of April 1962.

D RALPH HORSEY, Clerk,
Circuit Court for Caroline County, Maryland.

Filed May 1, 1962

CERTIFIED COPY
REPORT OF SALE AND ORDER NISI

Filed May 1, 1962

GRAFTON HEATHER AND HARRY H. HEATHER, INFANTS, UNDER THE AGE OF TWENTY-ONE YEARS, BY ANNIE E. HEATHER, THEIR MOTHER AND NEXT FRIDEN	:	IN THE CIRCUIT COURT
	:	FOR
	:	CAROLINE COUNTY
VS.	:	IN EQUITY NO. 2152
ANNIE E. HEATHER, J. TYSON HEATHER, HILDRED HEATHER, HIS WIFE, MYRTLE RAMBO, CHARLES W. RAMBO, HER HUSBAND, AND HELEN H. HEATHER.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harvey L. Cooper, trustee appointed by decree of this Court passed on the 8th day of June, 1922, in the above entitled cause, to make sale of the property in said cause mentioned and described, respectfully represents:

First- That after having given bond with surety approved by the Clerk of this Court and after having given more than three week's previous notice of the time, place, manner and terms of sale in the Denton Journal, a newspaper printed and published in Caroline County, (as will appear by copy of said advertisement with printer's certificate thereto attached, herewith filed as part of this report) and after having complied with all other pre-requisites of said decree, your trustee did attend at public sale in front of Heather's Hotel property in the town of Marydel, Maryland, on Saturday, July 1, 1922, between the hours of 12 and 2 o'clock p.m. and did then and there proceed to make sale of said property and sold the same as follows, to wit:

Your trustee first offered Parcel No. 1 mentioned in said advertisement, BEING ALL that certain tract or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, called and known as the A.F. Heather home farm, adjoining the land formerly belonging to S. C. Faulkner and others, on the public road leading from Templeville to Cleaves' Forks, containing ONE HUNDRED TWENTY (120) ACRES of land, more or less, being the same land conveyed unto Allie F. Heather by deed of Aulay B. Smith and wife, bearing date the 3rd day of November, 1904, and recorded in Liber J.E.G. No. 9 Folio 8, a Land Record Book for Queen Anne's County, and sold the same to Annie E. Heather, she being then and there the highest bidder therefor, at and for the price and sum of FIVE THOUSAND DOLLARS (\$5000.00).

Your trustee next offered Parcel No. 2 in said advertisement, BEING ALL that lot or parcel of ground, situate in the town of Marydel, Caroline County in the State of Maryland, being on the south side of Main Street or the public road leading through said town and adjoining the lot and property formerly belonging to Wellington Heather on the west, having a frontage on said Main Street of 50 feet, and running back in a southerly direction in parallel lines 150 feet, being the same land conveyed to A. F. Heather by deed bearing date the 10th day of November, 1915, and recorded in Liber L. T. B. No. 78 Folio 343, one of the Land Record Books for Caroline County, and sold the same to J. Tyson Heather, he being then and there the highest bidder therefor, at and for the price and sum of SEVEN HUNDRED DOLLARS (\$700.00).

Your trustee next offered Parcel No. 3 in said advertisement, BEING ALL that tract or parcel of land situate, lying and being in the First Election District of Caroline County, State of Maryland, on the east side of the public road leading from Mount Zion Church to the town of Henderson, formerly a part of the C. S. Riday farm and adjoins the lands of Jacob I. Griffin, Rev. Tolson and others, and contains SEVEN (7) ACRES of land, more or less, it being a part of the same land conveyed to A. F. Heather on the 10th day of November, 1915, and recorded in Liber L.B.T. No. 78 Folio 343, one of the Land Record Books for Caroline County, and sold the same to John W. Shewbrooks, he being then and there the highest bidder therefor, at and for the price and sum of TWO HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS, (\$247.50).

Your trustee next offered Parcel No. 4 in said advertisement, BEING ALL that tract or parcel of land situate in the First Election District of Caroline County in the State of Maryland, in the town of Marydel, bounded on the north by the Wilson property, on the south by the public road leading from Railroad to Delaware Schoolhouse, on each by Hotel property, on the west by Delaware avenue, containing ONE-EIGHTH (1/8) ACRE of land, more or less, it being a part of the same land conveyed to A. F. Heather on the 10th day of November, 1915, and recorded in Liber L.B.T. No. 78 Folio 343, one of the Land Record Books for Caroline County, and sold the same to J. Tyson Heather, he being then and there the highest bidder therefor, at and for the price and sum of EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$825.00).

Your trustee next offered Parcel No. 5 in said advertisement, BEING ALL that piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, in what is known as Bear Pond, on the northwest side of the county road leading from Templeville to Anerson's Cross-roads, and contains TEN (10) ACRES of woodland more or less, being the same land conveyed to Allie F. Heather by deed of Harry S. Dailey, Executor, bearing date the 19th day of April, 1910, said deed recorded in Liber J.F.R. No. 9 Folio , one of the Land Records for Queen Anne's County, and sold the same to John W. Shewbrooks he being then and there the highest bidder therefor, at and for the price and sum of FIFTY DOLLARS (\$50.00).

Your trustee further reports the aggregate amount of sales to be SIX THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS AND FIFTY CENTS, (\$6822.50), and that the terms of sale have been complied with.

Respectfully submitted

/s/ Harvey L. Cooper
Trustee.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this twelfth day of July, nineteen hundred and twenty-two, before the subscriber, the Clerk of the Circuit Court for Caroline County, personally appeared Harvey L. Cooper, trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sales are true to the best of his knowledge and belief and that the sales therein reported were fairly made.

/s/ Geo. A. Deakyne
Clerk.

Grafton Heather, et al.	:	IN THE CIRCUIT COURT FOR
vs.	:	CAROLINE COUNTY
Annie E. Heather, et al.	:	IN EQUITY NO. 2152

ORDERED, This 13th day of July, nineteen hundred and twenty-two, that the sale of the property mentioned in these proceedings, made and reported by Harvey L. Cooper, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of Sept. next, provided a copy of this order be inserted in some newspaper printed and published in Caroline County once in each of four successive weeks before the 14th day of August next.

The report states the amount of sales to be \$6822.50.

/s/ Geo. A. Deakyne
CLERK.

ORDERED, This 6th day of October, nineteen hundred and twenty-two, by the Circuit Court for Caroline County, in Equity, and by the authority thereof, that the sales of the property mentioned in these proceedings, made and reported by Harvey L. Cooper, trustee, be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by previous order of this Court; the trustee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the auditor.

/s/ Lewin U. Wickes

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Report of Sale and Order Nisi in case of Grafton Heather, et al. vs. Annie E. Heather, et al., No. 2152 Chancery in the Circuit Court for Caroline County, Maryland

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of the Circuit Court for Caroline County affix, this 5th day of April 1962.

D. RALPH HORSEY, Clerk,
Circuit Court for Caroline County, Maryland

Filed May 1, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighteenth day of November in the year Nineteen hundred and sixty, the following PETITION was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate. vs. EASTERN CORPORATION, a body corporate

Docket Folio Case No. 4349 Chg Filed Nov 18, 1960

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

CASE "A"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents That on the 3rd day of March A.D. 1954 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$320,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That the corporate defendant is the present owner of the mortgaged premises.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff, and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH William F. Podlich, Attorney for Plaintiff

Filed Nov. 18, 1960

MORTGAGE

Filed Nov. 18, 1960

#34,127 RECEIVED FOR RECORD Mar. 4, 1954

LIBER 14 PAGE 507

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

Fifty Sixty-four Five Dollar/Cent Recordation Tax Stamps. Endorsed VAD 4-13-53

THIS MORTGAGE, made this 3rd day of March, in the year one thousand nine hundred and fifty-four, between Eastern Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Aurora Federal Savings and Loan Association has this day loaned to said Eastern Corporation, the sum of Three Hundred Twenty Thousand and no/1000 - (\$320,000.00) --- Dollars, which said sum the said Mortgagor's) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half (5 1/2%) per cent per annum, in the manner following:

By the payment of Two Thousand Six Hundred Fourteen and 75/100 - (\$2614.75) - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: TO the payment of interest at the rate of aforesaid/

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when, in any one month, during the term of this mortgage, the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charges as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, This mortgage witnesseth, that in consideration of the premises and of one dollar, the said Eastern Corporation do(th) grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a point on the southerly existing right of way line of U. S. Route #50 (being the State Road running between Chester and Stevensville) said point being situated north 81 degrees 06 minutes 36 seconds west 150.32 feet from a corner formed by the intersection of the southerly existing right of way line of U. S. Route #50 with the westerly existing right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge towards Grasonville; said point of beginning being also the point of beginning of the lot of ground secondly described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 460, from Chester Beach, Inc., unto Eastern Corporation; thence binding on the southerly right of way line of said U. S. Route #50 and with part of the first line of the second lot of ground in the aforementioned deed from Chester Beach, Inc. to Eastern Corporation, north 81 degrees 06 minutes 36 seconds west 300.71 feet, thence leaving said southerly existing right of way line of Route #50, south 8 degrees 54 minutes 10 seconds west 350.23 feet to intersect the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville; thence binding thereon the two following courses and distances, viz: (being a part of the fourth line and all of the fifth line of the lot of ground secondly described in the aforementioned deed from Chester Beach Inc. to Eastern Corporation) by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 218.93 feet (said curve being subtended by a chord north 74 degrees 34 minutes 34 seconds east 218.90 feet) and north 72 degrees 53 minutes 24 seconds east 204.83 feet to the beginning of the last or sixth line of the lot of ground secondly described in the aforementioned deed from Chester Beach, Inc., to Eastern Corporation, thence leaving the right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville, and with said last or sixth line north 17 degrees 02 minutes 00 seconds west 189.30 feet to the place of beginning. Containing 2.15 acres, more or less.

BEING and intended to be part of the two parcels of land described in the aforementioned deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 460, from Chester Beach, Inc., to the Eastern Corporation.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it,

shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Pidlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be apportioned as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the corporate seal of the said mortgagor and the signature of Malcolm W. Hardesty, its Vice-President.

WITNESS:

CATHERINE W. McCANN
CATHERINE W. McCANN

(EASTERN CORPORATION
(
) By MALCOLM W HARDESTY
((Malcolm W. Hardesty) Vice-President
(Corporate Seal

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of March in the year one thousand nine hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Malcolm W. Hardesty, Vice-President of Eastern Corporation, a body corporate, the mortgagor(s), named in the foregoing mortgage and he, as such Vice-President acknowledged said mortgage to be the act and deed of said body corporate.

At the same time also appeared John L. Fisher, President of Aurora Federal Savings and Loan Association, a body incorporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

CATHERINE W. McCANN
CATHERINE W. McCANN Notary Public

Notary
Public
Seal.

My commission expires on May 2nd 1955.

STATEMENT OF MORTGAGE DEBT

Filed Nov. 18, 1960

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	)	DOCKET	FOLIO
	)	CASE NO.	
vs.	)	FILED	
	(		IN THE
EASTERN CORPORATION, a body corporate	)	CIRCUIT	COURT
	)		FOR
	)	QUEEN ANNE'S COUNTY	
	)	IN EQUITY - CASE "A"	

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE, under the mortgage from EASTERN CORPORATION, A BODY CORPORATE, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 3rd day of March, 1954, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 14, Folio 507.

Original loan -----	\$ 320,000.00
Amount repaid -----	26,799.43
Loan Balance -----	\$ 293,200.57
Interest to 11/20/60 -----	19,901.48
Deficit Expense Account -----	24,393.76
	<u>\$ 337,495.81</u>

Corporate
Seal

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION
By WILLIAM M BREMER
William M. Bremer, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct;

I HEREBY CERTIFY, That on this 17th day of November in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore personally appeared WILLIAM M. BREMER, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary
Public
Seal

ELSIE CURTIS
Notary Public

Filed Nov. 18, 1960

DECREE

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	)	DOCKET	FOLIO
	)	CASE NO.	4349
vs.	)	FILED	Nov. 18, 1960.
	(		IN THE
EASTERN CORPORATION, a body corporate	)	CIRCUIT	COURT
	)		FOR
	)	QUEEN ANNE'S COUNTY	
	)	IN EQUITY	
	)	(CASE "A")	

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 18th day of November in the year nineteen hundred and sixty by the Circuit Court for QUEEN ANNE'S County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage;

that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in QUEEN ANNE'S County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their successors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale by the filing of an additional bond.

THOS J KEATING JR

Filed Nov. 18, 1960

PETITION

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
- vs -	:	IN EQUITY
EASTERN CORPORATION a body corporate	:	CASE "A"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, owner of the mortgage filed in these proceedings, and of WILLIAM F. PODLICH, Trustee appointed by Decree passed herein, to make sale of the mortgaged property described herein, respectfully shows:

FIRST:

That the mortgage, which was heretofore filed in this proceeding marked "PETITIONER'S EXHIBIT NO. 1," contains a covenant, on the part of the mortgagor, which reads as follows:

"VII. That the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct."

SECOND:

That the property referred to in this proceeding is improved by a portion of a Shopping Center, and this improvement is rented, in various parts, to various holders of rental leases covering certain portions of said property, now in possession of said lessees, and there are other portions of the property which are not now rented, but which may or can be rented; and your petitioners are advised that such rentals, as may be or become available from the mortgaged property, can and should, under the provisions of the mortgage herein, be collected by a Receiver to be appointed by this Honorable Court, and applied by him, under direction of this Court to the payment of the Mortgagee's claim.

THIRD:

That the said mortgage is now in default, and by reason thereof, the mortgaged property is subject to sale and the Mortgagee is entitled to have all of the terms and provisions of the mortgage enforced for its protection.

WHEREFORE, your petitioners pray:

- (a) That an order or decree may be passed herein appointing a Receiver to collect the rents and profits of the

mortgaged premises;

- (b) That said Receiver may be authorized and directed to take charge of said mortgaged real estate, and to collect the rents and profits thereof, in order that they may be applied, under the direction of this Honorable Court, to the payment of the Mortgagee's claim;
- (c) That said Receiver may be further authorized and directed to pay, out of any rentals collected by him or them, such charges and expenses as it may be necessary to expend, for the servicing and operation of the mortgaged property, during the period of his management thereof, and for the expenses incident to the operation and management of the trust reposed in him;
- (d) AND for such other and further relief as the case may require.
- AND, as in duty bound, etc.

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

By WILLIAM M BREMER
William M. Bremer, Vice-President
Corporate
Seal

WILLIAM F PODLICH
William F. Podlich, Trustee herein and
Attorney for the Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee herein, and WILLIAM M. BREMER, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and each of them made oath in due form of law that the matters stated in the foregoing petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Elsie Curtis, Notary Public

Filed Nov. 18, 1960

ORDER OF COURT

Filed Nov. 18, 1960

ORDER OF COURT

ORDERED, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, this 18th day of November, 1960, on the foregoing petition and the exhibit referred to and mentioned therein, that JOHN L. FISHER, be and he is hereby appointed Receiver to take charge of the mortgaged real estate mentioned in this proceeding; that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Three Thousand Dollars, (\$3000.00) conditioned for the faithful performance of the trust reposed in him by this Order, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to take charge of the mortgaged real estate mentioned in this proceeding; and said Receiver is hereby authorized to collect the rents and profits thereof, in order that they may be applied, under the further direction of this Court, to the payment of the Mortgagee's claim.

AND IT IS FURTHER ORDERED that the monies arising out of said collection of this Court, after deducting such charges and expenses as it may be necessary to expend for the servicing and operation of the mortgaged property, during the period of the management thereof, by said Receiver, as well as such charges and expenses as it may be necessary to expend for the operation and management of the trust reposed in him by this Order of Court, as well as such commissions to said Receiver as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS J KEATING, JR.
JUDGE

Filed Nov. 18, 1960

CERTIFIED COPY OF BOND

Filed Nov. 22, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of November in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

HOME OFFICE THE HOME INDEMNITY COMPANY NEW YORK
(SEAL)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John L. Fisher, Severna Park Maryland as principal, and The Home Indemnity Company a corporation of the State of New York as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 --- Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and one, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of November in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden John L. Fisher by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, Maryland, has been appointed receiver to collect the rents from the tenants or occupants of First Section, Shopping Center, U. S. Route #50, Stevensville, Queen Anne's County, Maryland, mentioned in the foreclosures in the case of:

Aurora Federal Savings & Loan Assn.

vs.

Eastern Corporation (Case A)

now pending in said Court:

Now the condition of the above Obligation is such:

THAT IF THE ABOVE BOUNDEN John L. Fisher do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

WILLIAM F. PODLICH

FRANK R CLARK

JOHN L. FISHER (SEAL)
John L. Fisher

THE HOME INDEMNITY COMPANY (SEAL)

DONALD R. BEATON (SEAL)
Donald R. Beaton, Attorney-in-Fact
Corporate
Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Nov. 22, 1960

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 49, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this Twenty-Second day of November in the year nineteen hundred and sixty.

Circuit
Court
Seal.

T. SORDEN PIPPIN

Clerk

PETITION

Filed Dec. 3, 1962

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate,

vs.

EASTERN CORPORATION,
a body corporate

: IN THE
:
: CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY
: CASE "A"
:
: DOCKET TSP NO. 2-FOLIO 93
: CASE NO. 4349

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John L. Fisher, Receiver herein by virtue of an Order of this Honorable Court passed in this cause on November 18, 1960, and of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the Complainant herein, and of EASTERN CORPORATION, the Defendant herein, respectfully shows:

FIRST:

That upon the appointment of said Receiver, and upon giving bond for the faithful performance of the duties imposed upon him by the aforementioned Order of

Court, he has performed said duties to the full and complete satisfaction of said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and of said EASTERN CORPORATION, and has satisfactorily and fully accounted to all the parties in interest herein, for all receipts and expenditures which were incidental to and necessary for the accomplishment of the purposes for which he was appointed.

SECOND:

That the Petitioners herein now aver that the said John L. Fisher, the Receiver aforementioned, is seriously ill, and has suggested to said Complainant and Defendant, that the condition of his health is such that he is unable to continue to perform the duties imposed upon him by said Order of Court, and that he now wishes to be relieved therefrom.

THIRD:

That said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION has entered into a written agreement with said EASTERN CORPORATION for the purpose of vesting in two of the officers of said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION the duties, powers and authorities which will permit them to exercise the rights and privileges which were vested in said Receiver by the terms and provisions of the aforementioned Order of Court, and the Complainant and Defendant now aver that, in view of said written agreement, it is not necessary to appoint a substitute Receiver in the place and stead of said John L. Fisher.

WHEREFORE, the Petitioners herein pray:

(a) That the said John L. Fisher, Receiver as aforesaid, be immediately discharged from the further performance of the duties imposed upon him by the terms and provisions of the aforementioned Order of Court.

(b) That, in view of the allegations contained in the first paragraph of this Petition, the corporate surety upon the bond filed herein by said Receiver be immediately discharged from any and all liability to any of the parties in interest, by reason of any act, matter or thing, done, or omitted to be done, by said Receiver during the terms of his office or thereafter arising.

AND, as in duty bound, etc.

JOHN L. FISHER
John L. Fisher, Receiver

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate
Seal

By DWIGHT F. BRUNK
Dwight F. Brunk, Vice-President

EASTERN CORPORATION

By DAVID M. NICHOLS
David M. Nichols, President
Corporate
Seal.

WILLIAM F. PODLICH
William F. Podlich, Solicitor for Complainant

STATE OF MARYLAND CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN L. FISHER, Receiver in the above entitled cause, and he acknowledged the foregoing instrument to be his act. At the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing instrument to be the act and deed of said body corporate. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DAVID M. NICHOLS, President of EASTERN CORPORATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing instrument to be the act and deed of said body corporate. And at the same time he made oath in due form

of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed Dec. 3, 1962

ORDER OF COURT

Filed Dec. 3, 1962

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate,

versus

EASTERN CORPORATION,
a body corporate

IN THE
CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE "A"

DOCKET TSP No. 2 - FOLIO 93
CASE NO. 4349

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 3rd day of December 1962, on the foregoing Petition and the Affidavits and Acknowledgments attached thereto, that JOHN L. FISHER be discharged from the further performance of the duties imposed upon him as Receiver in this cause by the terms and provisions of the Corder of Court passed herein on November 18, 1960, unless cause to the contrary be shown herein on or before December 20th 1962, provided that said Receiver be and he is hereby directed to give notice of his application for discharge from the future performance of his duties as such Receiver by the publication of a copy of this Order Nisi in a weekly newspaper published in Queen Anne's County once a week for two (2) successive weeks.

THOS J KEATING JR.
JUDGE

Filed Dec. 3, 1962

CERTIFIED COPY OF BOND

Filed Feb. 4, 1963

Queen Anne's County, to wit: Be it remembered that on this Fourth day of February in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

Bond No. 16 89 63

Aurora Federal Savings and Loan
Association)

versus (

Eastern Corporation Case "A")

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 4th day of February in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Eastern Corporation Case "A" now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness

ELSIE CURTIS
ELSIE CURTIS

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

CAROL A. SCHLEUPNER
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth
Attorney in fact. Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and bond filed Feb. 4, 1963

Certified Copy of Power of Attorney attached thereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. N^o. 2, folio 191, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 4th day of February in the year nineteen hundred and sixty-three.

Circuit Court Seal.

CHARLES W. CECIL
Clerk

AMENDED STATEMENT OF MORTGAGE CLAIM

Filed Feb. 7, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

EASTERN CORPORATION, a body corporate

: IN THE
: CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY
:
: NO. 3449 - CASE "A"
:

AMENDED STATEMENT OF MORTGAGE CLAIM

Amended Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage made to it by EASTERN CORPORATION, dated March 3, 1954, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 14, Folio 507.

Original Loan -----	\$ 320,000.00
Amount repaid -----	26,799.43
Loan Balance -----	\$ 293,200.57
Interest on unpaid principal of mortgage debt to April 9, 1963, at 5½% (60 days beyond date of sale per Art. 66, Sec. 8, 1957 Code), provided Auditor's Account is not ratified prior to April 9, 1963 -----	51,602.44
Expense Account deficit -----	33,396.34
	\$ 378,199.35

Corporate Seal.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F BRUNK
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the Amended Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed Feb. 7, 1963

REPORT OF SALE

Filed Feb. 13, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

EASTERN CORPORATION

: CASE NO. 4349
:
: IN THE
: CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY
:
: CASE "A"

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Friday, February 8, 1963, at 1:00 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further reports that the sale of the aforementioned property was also advertised in the BALTIMORE SUNDAY SUN and the WASHINGTON SUNDAY STAR on January 27, 1963, and on February 3, 1963.

Said Trustee further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed Feb. 13, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Feb. 13, 1963

WILLIAM F. PODLICH
SOLICITOR
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MD.
PLAZA 2-2850

TRUSTEE'S SALE
OF
VALUABLE FEE SIMPLE PROPERTY
Known as the
FIRST SECTION OF THE KENT ISLAND
SHOPPING CENTER
Situated in the
FOURTH ELECTION DISTRICT OF
QUEEN ANNE'S COUNTY

By Decree of the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, (See Case No. 4349, Docket TSP No. 2, Folio 93), the undersigned Trustee will sell at Public Auction in front of the Court House Door, in the Town of Centreville, Queen Anne's County, on

FRIDAY, FEBRUARY 8th, 1963
At 1:00 o'clock p.m.

ALL that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, Maryland, on KENT ISLAND, and described as follows:

BEGINNING FOR THE SAME at a point on the southerly existing right of way line of US Route #50, (being the State Road running between Chester and Stevensville) said point being situated north 81 degrees 06 minutes 36 seconds west 150.32 feet from a corner formed by the intersection of the southerly existing right of way line of US Route #50 with the westerly existing right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge towards Grasonville; said point of beginning being also the point of beginning of the lot of ground secondly described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, Folio 460, from Chester Beach, Inc., unto Eastern Corporation; thence binding on the southerly right of way line of said US Route #50 and with part of the first line of the second lot of ground in the aforementioned deed from Chester Beach, Inc., to Eastern Corporation, north 81 degrees 06 minutes 36 seconds west 300.71 feet, thence leaving said southerly existing right of way line of Route #50, south 8 degrees 54 minutes 10 seconds west 350.23 feet to intersect the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville; thence binding thereon the two following courses and distances, viz: (being a part of the fourth line and all of the fifth line of the lot of ground secondly described in the aforementioned deed from Chester Beach, Inc., to Eastern Corporation) by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 218.93 feet (said curve being subtended by a chord north 74 degrees 34 minutes 34 seconds east 218.90 feet) and north 72 degrees 53 minutes 24 seconds east 204.83 feet to the beginning of the last or sixth line of the lot of ground secondly described in the aforementioned deed from Chester Beach, Inc., to Eastern Corporation, thence leaving the right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville, and with said last or sixth line north 17 degrees 02 minutes 00 seconds west 189.30 feet to the place of beginning. CONTAINING 2.15 acres, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining thereto.

The above described property is improved by a number of stores, the occupants of which are in possession under various forms of rental agreements, and said premises will be sold SUBJECT to such rights of said tenants as cannot be extinguished by the purchaser through the completion of this foreclosure sale.

The SHOPPING CENTER, of which the above described premises are a part is situated upon the northerly side of Dual Highway (US Route #50) within a mile, more or less, from the easterly terminal of the Chesapeake Bay Bridge.

Access to said SHOPPING CENTER is most conveniently accomplished by an arrangement of Service Roadways which permit immediate access to the SHOPPING CENTER from the aforementioned Dual Highway.

TERMS OF SALE: A CASH deposit equal to not less than five per cent (5%) of the accepted bid for the purchase of said property will be required of the purchaser at the time and place of sale; balance of purchase price to be paid upon final ratification of the sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY and shall bear interest at the rate of six per cent per annum from the date of sale to the date of settlement. All taxes and other public dues and charges and all rentals collected by the Mortgagee herein, or by the Trustee, from or due by said tenants are to be adjusted to the date of sale. Costs of all required Documentaty Stamps to be borne by the purchaser.

The above described property will be sold SUBJECT to conditions, restrictions and agreements of record affecting same, if any.

Further information concerning the above property may be obtained by application to the undersigned Trustee.

WILLIAM F. PODLICH, Trustee

JOSEPH A. JACKSON, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER, a body corporate, does hereby certify that the Trustee's Sale of Vauuable Fee Simple Property in the case/estate of William F. Podlich, Solicitor a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January 1963, and the last insertion on the 7th day of February, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER

By RUTH ALLEN

Filed Feb. 13, 1963

AFFIDAVIT OF PURCHASER

Filed Feb. 13, 1963

1ST SECTION
CASE "A"
EQUITY NO. 4349

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 8th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared L. C. THOMAS purchaser(s) at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser, AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION) of the premises known as First Section of Kent Island Shopping Center, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Advertisement of Sale.

AURORA FEDERAL SAVINGS & LOAN ASSN (SEAL)-
Purchaser

By L. C. Thomas, Agent

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
Elsie Curtis Notary Public

NOTARY
PUBLIC
SEAL.
Filed Feb. 13, 1963

ORDER NISI

Filed Feb. 13, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate	)	In the Circuit Court
	)	for Queen Anne's County
vs.	(	In Equity
Eastern Corporation, a body corporate	)	Cause No. <u>4349</u>

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th. day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th. day of March, 1963.

The report states the amount of sales to be \$250,000.00.

CHARLES W. CECIL Clerk

Filed February 13, 1963

CLAIM OF UNITED STATES

Filed March 26, 1963

FORM 2317 U.S. TREASURY DEPARTMENT-INTERNAL REVENUE SERVICE
(Sept. 1961) PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY, CENTREVILLE, MD.

IN THE MATTER OF:

Aurora Federal Building & Loan Assn.	)	DOCKET NO. <u>4349</u>
vs.	(	TYPE OF PROCEEDING <u>Mortgage Foreclosure</u>
Eastern Corporation Stevensville, Md.	)	CLAIM OF THE UNITED STATES FOR INTERNAL REVENUE TAXES

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Eastern Corporation is justly and truly indebted to the United States in the sum of

\$2,524.71 with interest thereon as hereinafter stated;

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	REFERENCE NO.	AMOUNT DUE	REMARKS	DATE TAX LIEN AROSE
WT-Fica 4-Q-62	6200 165334(63)	\$2,481.74	Lien	2/15/63
Penalty		41.35		
Interest to 2/8/63		1.62		
		<u>\$2,524.71</u>		

PLEASE ADVISE FILING DATE
OF AUDITOR'S ACCOUNT

3. No part of said debt has been paid and the same is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates above stated, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors as and to the extent provided by law:

IN BANKRUPTCY ACT PROCEEDINGS see Sections 64, 77e, 199, 337(2), 455, and 659 of the Bankruptcy Act (11 U.S.C. 104, 205 (e), 599, 737(2), 855, and 1059).

IN OTHER PROCEEDINGS see Section 3466 of the Revised Statutes (31 U.S.C. 191). Also, attention is invited to Section 3467 (31 U.S.C. 192) with respect to the personal liability of any executor, administrator, or other person who fails to pay the claims of the United States in accordance with their priority.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

6th day of March 1963

CHRISTINE E. SODERBERG
Notary Public

SIGNATURE

C. L. SOLOMON
C. L. Solomon

TITLE

Chief, Special Procedures Section
Office of the District Director of
Internal Revenue

ADDRESS

P. O. Box 1076, Baltimore 3, Md.

CERTIFICATE OF PUBLICATION
OF ORDER NISI

Filed April 2, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate
vs.
Eastern Corporation
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4349

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th day of March, 1963.

The report states the amount of sales to be \$250,000.00.

Filed: February 13, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 1, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Aurora Federal Savings and Loan vx

Eastern Corp. Cause No. 4349 a true copy of which is annexed hereto, was published in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of February, 1963, and the last insertion on the 7th day of March, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER

By E A DADDS

Filed April 1, 1963

FINAL ORDER OF RATIFICATION

Filed April 13, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4349
vs.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
EASTERN CORPORATION	:	CASE "A"

FINAL ORDER OF RATIFICATION

ORDERED, this 3rd day of April, 1963, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the real estate made and reported in this cause by William F. Podlich, Trustee herein, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the Auditor.

THOS J. KEATING JR
Judge

Filed April 13, 1963

AUDIT

Filed April 25, 1963

Aurora Federal Savings
and Loan Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

Eastern Corporation

No. 4349

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee appointed by decree of this Court of November 18, 1960, to make the sale of the mortgaged property foreclosed in these proceedings (and vendor); wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$139,581.66.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the several costs of advertising the notice of sale, the order nisi's of sale and the audit nisi to be passed as to this audit, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fee for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

April 17, 1963

Filed April 25, 1963

Cause No. 4349

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963

Feb 9 By proceeds of the sale of real estate, per report of vendor, to wit:--\$250,000.00
 By interest on unpaid balance of purchase price, per statement of
 vendor, to wit: ----- 2,216.59
 By gross proceeds of sale of real estate, to wit: -----\$252,216.59

Dr.

To William F. Podlich, Trustee (and vendor),
 per terms of mortgage, as follows, to wit:
 1-His fee for his services ----- \$35.00
 2-His commissions for making sale
 sale, to wit: ----- 12,650.00 \$12,685.00

To do., for an amount due Charles W. Cecil,
 Clerk, for court costs in this cause, per
 statement of Clerk's exhibited, to wit:
 1-Costs of Charles W. Cecil, Clerk ----- \$49.35
 2-Appearance fee of Wm. F. Podlich, Atty--- 10.00 59.35

To do., for amount due Pland, Dugan &
 McMillian, Inc, Agent, for the premium
 on the corporate surety bond filed in
 this cause, per statement for the same
 exhibited, to wit:----- 10.00

To do., for an amount paid J. A. Jackson, Jr.,
 auctioneer, for crying said sale, per his
 receipt for same exhibited, to wit:----- 37.50

To do., for amounts paid Queen Anne's
 Record-Observer, per its receipts
 for same exhibited, to wit:
 1-Costs of publishing advertisement
 of sale ----- \$162.50
 2-Costs of publishing the order nisi
 of sale ----- 14.00 176.50

To do., for an amount paid A. S. Abell Co for
 publishing notice of sale in The Sunpapers,
 per its receipt for the same exhibited,
 to wit:----- 53.80

To do., for an amount paid the Evening Star
 Newspaper Co for publishing notice of
 sale in The Evening Star newspaper, per
 its receipt for the same exhibited,
 to wit: ----- 142.67

April 17, 1963

J THOMAS CLARK
Auditor

To do., for an amount paid Elsie Curtis,
 Notary, for notary fees in this cause,
 per her receipt for same exhibited,
 to wit: ----- 2.50

To do., for an allowance for an amount due
 as Vendor's share of 1963 State and
 County taxes on realty sold in this
 cause, per statement of Vendor, to wit:----- 275.58

To do., for costs of publishing the audit
 nisi to be passed as to this audit in
 the Queen Anne's Record-Observer, the
 sum of ----- 12.00

To J. Thomas Clark, auditor, for stating
 this audit, the sum of ----- 144.00

To Aurora Federal Savings and Loan Association
 as a partial payment on the indebtedness due
 under the terms of the mortgage foreclosed
 herein in the sum of \$378,199.35, as per
 Amended state of mortgage indebtedness
 filed in this cause, the balance or the
 sum of ----- 238,617.69

\$252,216.59 \$252,216.59

April 17, 1963

J THOMAS CLARK
Auditor

Filed April 25, 1963

NISI RATIFICATION OF AUDIT

Filed April 25, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and
Loan Association

vs.

Eastern Corporation

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4349

ORDERED, this 25th. day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clerk, Auditor, be ratified on or after the 17th. day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 10th. day of May, 1963.

CHARLES W. CECIL ClerkFiled April 25, 1963

CERTIFICATE OF AUDITOR

Filed April 25, 1963

Aurora Federal Savings
& Loan Assoc

vs.

Eastern Corporation

In The Circuit Court For
Queen Anne's County
In EquityNo. 4349Certificate of Auditor of Compliance with Rule 595 g, Md Rules of Procedure

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify that the undersigned auditor has this 25th day of April, 1963, has this date filed his sudit in the above entitled cause, and has notified Aurora Federal Savings and Loan Assoc, Aurora Federal Building, Baltimore 1, Maryland, William F. Podlich, Esquire, Aurora Federal Building, Baltimore 1, Maryland, Eastern Corporation, 15 W. Franklin St., Baltimore 1, Maryland, the parties to this cause, and C. L. Solomon, Chief, Special Procedure Section, Internal Revenue Service, P. O. Box 1076, Baltimore 3, Maryland, a claimant of the United State Government, this date, by mailing to each of them a postal card, notifying each of them of the filing of the audit in this cause, and that if no exceptions are filed within fifteen days, the same may be finally ratified.

J THOMAS CLARK
Auditor

Filed April 25, 1963

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed May 27, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and
Loan Association

vs.

Eastern Corporation

In the Circuit Court
for Queen Anne's County
In EquityCause No. 4349

ORDERED, this 25th day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 10th day of May, 1963.

CHARLES W. CECIL, Clerk

Filed: April 25, 1963

True Copy
Test.

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 22, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Aurora Federal Savings Vs. eastern Corp. Cause #4349 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 seccessive weeks before the 10th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of May 1963, and the last insertion on the 9th day of May 1963.

THE QUEEN ANNE'S RECORD
AND OBSERVER PUBLISHING
COMPANY

By E A DADDS

Filed May 27, 1963

FINAL ORDER OF RATIFICATION

Filed May 27, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

EASTERN CORPORATION,
a body corporate

:
:
:
:

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 4349

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of May, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, that the within and afore-going Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have beengiven as directed, and WILLIAM F. PODLICH, Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J. KEATING JR.
JUDGE

Filed May 27, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighteenth day of November in the year Nineteen hundred and sixty, the following PETITION was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION,
a body corporate

Docket _____ Folio _____
Case No. 4350 Chy _____
Filed Nov. 18, 1960

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CASE "B"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 8th day of March A.D. 1954 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$186,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That the corporate defendant is the present owner of the mortgaged premises.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff, and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
William F. Podlich Attorney for
Plaintiff

Filed Nov. 18, 1960

PETITIONER'S EXHIBIT NO. 1

Filed Nov. 18, 1960

#34,149 LIBER 14 PAGE 560
RECEIVED FOR RECORD Mar. 9, 1954

FORM No. 1-CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 8th day of March, in the year one thousand nine hundred and fifty-four, between Eastern Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said Eastern Corporation, a body corporate, the sum of One Hundred Eighty-six Thousand and no/100 - (\$186,000.00) - - - dollars, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half (5½%) per cent per annum, in the manner following:

By the payment of One Thousand Five Hundred Nineteen and 85/100 - (\$1519.85) - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when, in any one month, during the term of this mortgage, the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Eastern Corporation, a body corporate, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in 4th Elec. District, Queen

Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a point on the southerly existing right of way line of U.S. Route #50 (being the State Road running between Chester and Stevensville) said point of beginning being situated north 81 degrees 06 minutes 36 seconds west 451.03 feet from a corner formed by the intersection of the southerly existing right of way line of U.S. Route #50 with the westerly existing right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge towards Grasonville; said point of beginning being also situated in the first line of the second tract of land described in a mortgage dated August 14, 1952, between the Eastern Corporation, mortgagor, and Aurora Federal Savings and Loan Association, said mortgage being recorded among the Land Records of Queen Anne's County in Liber TSP. No. 6 folio 59, and running thence binding along the southerly existing right of way line of U. S. Route #50 and on a part of the first line of the aforesaid tract of land north 81 degrees 06 minutes 36 seconds west 363.35 feet to the end of said first line thence binding along the second line of the hereinbefore mentioned tract of land south 9 degrees 30 minutes 42 seconds east 456.89 feet to the end thereof and to intersect the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville thence binding thereon and on a part of the third line of the hereinbefore mentioned tract of land by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 234.37 feet (said curve being subtended by a chord north 78 degrees 04 minutes 02 seconds east 234.34 feet) to intersect a straight line drawn from the place of beginning, along the westerly face of a brick building there situate thence leaving the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville, and binding reversely upon the line last herein referred to, and passing along the westerly face of said brick building north 8 degrees 54 minutes 10 seconds east 350.23 feet to the place of beginning. Containing 2.70 acres, more or less.

BEING a part of the land and premises secondly described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 460, from Chester Beach, Inc., to the mortgagor herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, any, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20 - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be) to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the corporate seal(s) of the said mortgagor and the signature of Malcolm W. Hardesty, its Vice-President.

WITNESS:

CATHERINE W. McCANN
CATHERINE W. McCANN

EASTERN CORPORATION

By MALCOLM W HARDESTY
(Malcolm W. Hardesty)
Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 8th day of March in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Malcolm W. Hardesty, Vice-President of Eastern Corporation a body corporate, the mortgagor(s), named in the foregoing mortgage and he, as such Vice-President acknowledged said mortgage to be the ant and deed of said body corporate.

At the same time also appeared, John L. Fisher, President of Aurora Federal Savings and Loan Association, a body incorporate, the mortgagee, and made oth in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

CATHERINE W. McCANN
CATHERINE W. McCANN Notary Public

My commission expires on May 2 1955.

Thirty-seven-Five Dollar Fifty Cent;
One-One Dollar Ten Cent Recordation
Tax Stamps. Endorsed 3/9/54 W.H.P.

STATEMENT OF MORTGAGE DEBT

Filed Nov. 18, 1960

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION,
a body corporate

DOCKET _____ FOLIO _____
CASE NO. _____
FILED _____

IN THE
CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY
IN EQUITY - CASE "B"

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate, under the mortgage from EASTERN CORPORATION, a body corpo-
rate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 8th day of March,
1954, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 14,
Folio 560.

Original loan -----	\$ 186,000.00
Amount repaid -----	16,442.10
Loan Balance -----	\$ 169,557.90
Interest to 11/20/60 -----	37,394.82
Deficit Expense Acct.-----	4,102.02
	<u>\$ 211,054.74</u>

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By WILLIAM M BREMER
William M. Bremer, Vice-President
Corporate
Seal

STATE OF MARYLAND, CITY OF BALITMORE, Sct.

I HEREBY CERTIFY, That on this _____ day of November in the year nine-
teen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for
said City of Baltimore, personally appeared WILLIAM M. BREMER Vice-President of Aurora
Federal Savings and Loan Association, a body corporate, the plaintiff in the above en-
titled cause, and made oath that the foregoing is a true statement of the amount of the
mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public

Filed Nov. 18, 1960

DECREE

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION,
a body corporate,

DOCKET _____ FOLIO _____
CASE NO. 2350
FILED Nov. 18, 1960

IN THE
CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY
IN EQUITY - CASE "B"

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted,
the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 18th day of November in the year nineteen

hundred and sixty by the Circuit Court for QUEEN ANNE'S County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in QUEEN ANNE'S County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their successors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional bond.

THOS J KEATING JR.
Judge

Filed Nov. 18, 1960

PETITION

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR QUEEN ANNE'S COUNTY
EASTERN CORPORATION A body corporate	:	IN EQUITY
	:	CASE "B"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, owner of the mortgage filed in these proceedings, and of WILLIAM F. PODLICH, Trustee appointed by Decree passed herein, to make sale of the mortgaged property described herein, respectfully shows:

FIRST:

That the mortgage, which was heretofore filed in this proceeding marked "PETITIONER'S EXHIBIT NO. 1," contains a covenant, on the part of the mortgagor, which reads as follows:

"VII. That the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct."

SECOND:

That the property referred to in this proceeding is improved by a portion of a Shopping Center, and this improvement is rented, in various parts, to various holders of rental leases covering certain portions of said property, now in possession of said lessee, and there are other portions of the property which are not now rented, but which may or can be rented; and your petitioners are advised that such rentals, as may be or become available from the mortgaged property, can and should, under the provisions of the mortgage herein, be collected by a Receiver to be appointed by this Honorable Court, and applied by him, under direction of this Court to the payment of the Mortgagee's claim.

THIRD:

That the said mortgage is now in default, and by reason thereof, the mortgaged property is subject to sale and the Mortgagee is entitled to have all of the terms and provisions of the mortgage enforced for its protection.

WHEREFORE, your petitioners pray:

- (a) That an order or decree may be passed herein appointing a Receiver to collect the rents and profits of the mortgaged premises;
- (b) That said Receiver may be authorized and directed to take charge of said mortgaged real estate, and to collect the rents and profits thereof, in order that they may be applied, under the direction of this Honorable Court, to the payment of the Mortgagee's claim;
- (c) That said Receiver may be further authorized and directed to pay, out of any rentals collected by him or them, such charges and expenses as it may be necessary to expend, for the servicing and operation of the mortgaged property, during the period of his management thereof, and for the expenses incident to the operation and management of the trust to be reposed in him.
- (d) AND for such other and further relief as the case may require.

AND, as in duty bound, etc.

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Wm M. BREMER
William M. Bremer,
Vice-President
Corporate
Seal

WILLIAM F. PODLICH
William F. Podlich, Trustee herein and
Attorney for the Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee herein, and WILLIAM M. BREMER, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and each of them made oath in due form of law that the matters stated in the foregoing petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Elsie Curtis, Notary Public

Filed Nov. 18, 1960

ORDER OF COURT

Filed Nov. 18, 1960

ORDER OF COURT

ORDERED, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, this 18th day of November, 1960, on the foregoing petition and the exhibit referred to and mentioned therein, that JOHN L. FISHER, be and he is hereby appointed Receiver to take charge of the mortgaged real estate mentioned in this proceeding; that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Three Thousand --- Dollars, (\$3000.00) conditioned for the faithful performance of the trust reposed in him by this Order, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to take charge of the mortgaged real estate mentioned in this proceeding; and said Receiver is hereby authorized to collect the rents and profits thereof, in order that they may be applied, under the further direction of this Court, to the payment of the Mortgagee's claim.

AND IT IS FURTHER ORDERED that the monies arising out of said collections be distributed under the direction of this Court, after deducting such charges and expenses as it may be necessary to expend for the servicing and operation of the mortgaged property, during the period of the management thereof, by said Receiver, as well as such charges and expenses as it may be necessary to expend for the operation and management of the trust reposed in him by this Order of Court, as well as such commissions to said Receiver as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS J KEATING JR.
JUDGE

Filed Nov. 18, 1960

CERTIFIED COPY OF BOND

Filed Nov. 22, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of November in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

THE HOME INDEMNITY COMPANY

HOME OFFICE (Emblem) NEW YORK

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John L. Fisher, Serverna Park Maryland as principal and The Home Indemnity Company a corporation of the State of New York as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 --- Dollars, current monty, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors, and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of November in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden John L. Fisher by virtue of a decree of the Honorable the Judge of the Circuit Court for QueenAnne's County, Maryland, as been appointed receiver to collect the rents from the tenants or occupants of Second Section, Shopping Center, U.S. Route #50, Stevensville, Queen Anne's County, Maryland, mentioned in the foreclosure in the case of:

Aurora Federal Savings & Loan Assn.

vs.

Eastern Corporation (Case B)

now pending in said Court:

Now the condition of the above Obligation is such:

THAT IF THE ABOVE BOUNDEN John L. Fisher do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree of order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence ofJOHN L. FISHER (SEAL)
John L. FisherWILLIAM F. PODLICHTHE HOME INDEMNITY COMPANY (SEAL)FRANK R CLARKDONALD R. BEATON
Donald R. Beaton, Attorney-in-Fact
Corporate
Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Nov. 22, 1960

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 51, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this Twenty-second day of November in the year nineteen hundred and sixty.

T. SORDEN PIPPIN

Clerk

PETITION.

Filed Dec. 3, 1962

AURORA FEDERAL SAVINGS AND :
LOAN ASSOCIATION, :
a body corporate :

vs. :

EASTERN CORPORATION, :
a body corporate :

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE "B"
DOCKET TSP NO. 2 - FOLIO 94
CASE NO. 4350

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John L. Fisher, Receiver herein by virtue of an Order of this Honorable Court passed in this cause on November 18, 1960, and of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the Complainant herein, and of EASTERN CORPORATION, the Defendant herein, respectfully shows:

FIRST:

That upon the appointment of said Receiver, and upon giving bond for the faithful performance of the duties imposed upon him by the aforementioned Order of Court, he has performed said duties to the full and complete satisfaction of said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and of said EASTERN CORPORATION, and has satisfactorily and fully accounted to all the parties in interest herein, for all receipts and expenditures which were incidental to and necessary for the accomplishment of the purposes for which he was appointed.

SECOND:

That the Petitioners herein now aver that the said John L. Fisher, the Receiver aforementioned, is seriously ill, and has suggested to said Complainant and Defendant, that the condition of his health is such that he is unable to continue to perform the duties imposed upon him by said Order of Court, and that he now wishes to be relieved therefrom.

THIRD:

That said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION has entered into a written agreement with said EASTERN CORPORATION for the purpose of vesting in two of the officers of said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION the duties, powers and authorities which will permit them to exercise the rights and privileges which were vested in said Receiver by the terms and provisions of the aforementioned Order of Court, and the Complainant and Defendant now aver that, in view of said written agreement, it is not necessary to appoint a substitute Receiver in the place and stead of said John L. Fisher.

WHEREFORE, the Petitioners herein pray:

(a) That the said John L. Fisher, Receiver as aforesaid, be immediately discharged from the further performance of the duties imposed upon him by the terms and provisions of the aforementioned Order of Court.

(b) That, in view of the allegations contained in the first paragraph of this Petition, the corporate surety upon the bond filed herein by said Receiver be immediately discharged from any and all liability to any of the parties in interest, by reason of any act, matter or thing done, or omitted to be done, by said Receiver during the term of his office or thereafter arising.

AND, as in duty bound, etc.

JOHN L. FISHER
John L. Fisher, Receiver

Corporate Seal

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F BRUNK
Dwight F. Brunk, Vice-President

Corporate Seal

EASTERN CORPORATION

By DAVID M NICHOLS
David M. Nichols, President

WILLIAM F. PODLICH
William F. Podlich, Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN L. FISHER, Receiver in the above entitled cause, and he acknowledged the foregoing instrument to be his act. At the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing instrument to be the act and deed of said body corporate. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY THAT on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DAVID M. NICHOLS, President of EASTERN CORPORATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing instrument to be the act and deed of said body corporate. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed Dec. 3, 1962

ORDER OF COURT

Filed Dec. 3, 1962

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate

versus

EASTERN CORPORATION,
a body corporate

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY,
IN EQUITY.
CASE "B"
DOCKET TSP NO. 2 - FOLIO 94
CASE NO. 4350

ORDER OF COURT

O R D E R E D by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of December, 1962, on the foregoing Petition and the Affidavits and Acknowledgments attached thereto, that JOHN L. FISHER be discharged from the further performance of the duties imposed upon him as Receiver in this cause by the terms and provisions of the Order of Court passed herein on November 18, 1960, unless cause to the contrary be shown herein on or before December 20th 1962, provided that said Receiver be and he is hereby directed to give notice of his application for discharge from the future performance of his duties as such Receiver by the publication of a copy of this Order Nisi in a weekly newspaper published in Queen Anne's County once a week for two (2) successive weeks.

THOS J. KEATING JR.
JUDGE

Filed Dec. 3, 1962

CERTIFIED COPY OF BOND

Filed Feb. 4, 1963

Queen Anne's County, to wit: Be it remembered that on this Fourth day of February in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND Bond 16 90 63

Aurora Federal Savings and Loan Association

versus

Eastern Corporation Case "B"

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 -- Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 4th day of February in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Eastern Corporation Case "B" now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS
ELSIE CURTIS

UNITED STATES FIDELITY AND GUARANTY COMPANY

CAROL A. SCHLEUPNER
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth
Attorney in fact. Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and bond filed Feb. 4, 1963.

CHARLES W. CECIL, CLERK

Certified copy of power of Attorney attached thereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 193, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 4th day of February in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

AMENDED STATEMENT OF MORTGAGE CLAIM

Filed Feb. 7, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

EASTERN CORPORATION, a body corporate

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY

NO. 4350 - CASE "B"

AMENDED STATEMENT OF MORTGAGE CLAIM

Amended Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage made to it by EASTERN CORPORATION, dated March 8, 1954, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 14, Folio 560.

Original Loan -----	\$186,000.00
Amount repaid -----	16,442.10
Loan Balance -----	169,557.90
Interest on unpaid principal of mortgage debt to April 9, 1963 at 5½% (60 days beyond date of sale per Art. 66, Sec. 8, 1957 Code), provided Auditor's Account is not ratified prior to April 9, 1963 -----	49,372.99
Expense Account deficit -----	8,089.10
	<u>\$227,019.99</u>

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

CORPORATE
SEAL.

By DWIGHT F. BRUNK
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the Amended Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed Feb. 7, 1963

REPORT OF SALE

Filed Feb. 13, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	CASE NO. 4350
vs.	:	IN THE
EASTERN CORPORATION	:	CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	CASE "B"

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Friday, February 8, 1963, at 1:20 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of One Hundred Fifty-one Thousand and 00/100 (\$151,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further reports that the sale of the aforementioned property was also advertised in the BALTIMORE SUNDAY SUN and the WASHINGTON SUNDAY STAR on January 27, 1963, and on February 3, 1963.

Said Trustee further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be One Hundred Fifty-one Thousand and 00/100 (\$151,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed Feb. 13, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Feb. 13, 1963

WILLIAM PODLICH
SOLICITOR
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MD.
PLAZA 2-2850

TRUSTEE'S SALE
OF

VALUABLE FEE SIMPLE PROPERTY

Known as the
SECOND SECTION OF THE KENT ISLANE
SHOPPING CENTER
Situating in the
FOURTH ELECTION DISTRICT OF
QUEEN ANNE'S COUNTY

By Decree of the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, (See Case No. 4350, Docket TSP No. 2, Folio 94), the undersigned Trustee will sell at Public Auction, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, on

FRIDAY, FEBRUARY 8th, 1963

At 1:20 o'clock p.m.

ALL that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, Maryland, on KENT ISLAND, and described as follows:

BEGINNING FOR THE SAME at a point on the southerly existing right of way line of US Route #50 (being the State Road running between Chester and Stevensville) said point of beginning being situated north 81 degrees 06 minutes 36 seconds west 451.03 feet from a corner formed by the intersection of the southerly existing right of way line of US Route #50 with the westerly existing right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge towards Grasonville; said point of beginning being also situated in the first line of the second tract of land described in a mortgage dated August 14, 1952, between the Eastern Corporation, Mortgagor, and Aurora Federal Savings and Loan Association, said mortgage being recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 59, and running thence binding along the southerly existing right of way line of US Route #50 and on a part of the first line of the aforesaid tract of land north 81 degrees 06 minutes 36 second west 363.35 feet to the end of said first line, thence binding along the second line of the hereinbefore mentioned tract of land south 9 degrees 30 minutes 42 seconds east 456.89 feet to the end thereof and to intersect the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville, thence binding thereon and on a part of the third line of the hereinbefore mentioned tract of land by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 234.37 feet (said curve being subtended by a chord north 78 degrees 04 minutes 02 seconds east 234.34 feet) to intersect a straight line drawn from the place of beginning, along the westerly face of a brick building there situate, thence leaving the northerly right of way line of the Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge to Grasonville and binding reversely upon the line last herein referred to, and passing along the westerly face of said brick building north 8 degrees 54 minutes 10 seconds east 350.23 feet to the place of beginning. CONTAINING 2.70 acres, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining thereto.

The above described property is improved by a number of stores, the occupants of which are in possession under various forms of rental agreements, and said premises will be sold SUBJECT to such rights of said tenants as cannot be extinguished by the purchaser through the completion of this foreclosure sale.

The SHOPPING CENTER, of which the above described premises are a part, is situated upon the northerly side of Dual Highway (US Route #50) within a mile, more or less, from the easterly terminal of the Chesapeake Bay Bridge.

Access to said SHOPPING CENTER is most conveniently accomplished by an arrangement of Service Roadways which permit immediately access to the SHOPPING CENTER from the aforementioned Dual Highway.

TERMS OF SALE: A CASH deposit equal to not less than five per cent (5%) of the accepted bid for the purchase of said property will be required of the purchaser at the time and place of sale; balance of purchase price to be paid upon final ratification of the sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY and shall bear interest at the rate of six per cent per annum from the date of sale to the date of settlement. All taxes and other public dues and charges and all rentals collected by the Mortgagee herein, or by the Trustee from or due by said tenants are to be adjusted to the date of sale. Cost of all required Documentary Stamps to be borne by the purchaser.

The above described property will be sold SUBJECT to conditions, restrictions and agreements of record affecting same, if any.

Further information concerning the above property may be obtained by application to the undersigned Trustee.

WILLIAM F. PODLICH, Trustee

JOSEPH A. JACKSON, JR.

Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER, a body corporate, does hereby certify that the Trustee's Sale of Valuable Fee Simple Property in the case/estate of William F. Podlich, Solicitor a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1963, and that the first insertion of sale advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January 1963, and the last insertion on the 7th day of February, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER

By RUTH ALLEN

Filed Feb. 13, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Feb. 13, 1963

2ND SECTION
CASE "B"
EQUITY NO. 4350

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 8th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared L. C. THOMAS purchaser(s) at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION) of the premises known as Second Section of Kent Island Shopping Center, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Advertisement of Sale.

AURORA FEDERAL SAVINGS & LOAN ASSN (SEAL)
Purchaser

By L. C. THOMAS, Agent

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
Elsie Curtis Notary Public

NOTARY
PUBLIC
SEAL. Filed Feb. 13, 1963

ORDER NISI

Filed Feb. 13, 1963

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association, a body corporate)

vs.)

Eastern Corporation, a body corporate)

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4350

ORDERED, this 13th. day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th. day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th. day of March, 1963.

The report states the amount of sales to be \$151,000.00.

CHARLES W. CECIL Clerk

Filed February 13, 1963

CLAIM OF INTERNAL REVENUE

Filed Mar. 26, 1963

FORM 2317 U.S. TREASURY DEPARTMENT-INTERNAL REVENUE SERVICE
(Sept. 1961) PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, CENTREVILLE, MD.

IN THE MATTER OF:)
Aurora Federal Building and)
Loan Association vs.)
Eastern Corporation)
Stevensville, Md.)

DOCKET NO. 4350
TYPE OF PROCEEDING Mortgage Foreclosure
CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that

1. Eastern Corporation is justly and truly indebted to the United States in the sum of \$2,524.71 with interest thereon as hereinafter stated;
2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	REFERENCE NO.	AMOUNT DUE	REMARKS	DATE TAX LIEN AROSE
WT-Fica 4-Q-62	6200 165334(63)	\$ 2,481.74	Lien	
Penalty		41.35		2/15/63
Interest to 2/8/63		1.62		
		<u>\$ 2,524.71</u>		

PLEASE ADVISE FILING DATE
OF AUDITOR'S ACCOUNT

3. No part of said debt has been paid and the same is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates above stated, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors as and to the extent provided by law:

BANKRUPTCY ACT PROCEEDINGS see Sections 64, 77e, 199, 337(2), 455, and 659 of the Bankruptcy Act (11 U.S.C. 104, 205(e), 599, 737(2), 855, and 1059).

IN OTHER PROCEEDINGS see Section 3466 of the Revised Statutes (31 U.S.C. 191). Also, attention is invited to Section 3467 (31 U.S.C. 192) with respect to the personal liability of any executor, administrator, or other person who fails to pay the claims of the United States in accordance with their priority.

<p>SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p><u>25th</u> day of <u>March</u> 1963</p> <p><u>CHRISTINE E. SODERBERG</u> Notary Public</p> <p>NOTARY PUBLIC SEAL.</p>	<p>SIGNATURE</p> <p><u>C. L. SOLOMON</u> <u>C. L. Solomon</u></p> <p>TITLE</p> <p><u>Chief, Special Procedures</u> <u>Section</u> <u>Office of the District Director of</u> <u>Internal Revenue</u></p> <p>ADDRESS</p> <p><u>P. O. Box 1076, Baltimore 3, MD.</u></p>
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CERTIFICATE OF PUBLICATION OF
ORDER NISI

Filed April 2, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Eastern Corporation
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4350

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks, before the 11th day of March, 1963.

The report states the amount of sales to be \$151,000.00

CHARLES W. CECIL, Clerk

Filed: February 13, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 1, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nise on Sale in the case of Aurora Federal Savings and Loan Vs Eastern Corp. Cause No. 4350 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of February 1963, and the last insertion on the 7th day of March 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER

By E A DADDS

Filed April 2, 1963

FINAL ORDER OF RATIFICATION

Filed April 3, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate

vs.

EASTERN CORPORATION

: CASE NO. 4350
:
: IN THE CIRCUIT COURT FOR
:
: QUEEN ANNE'S COUNTY
: IN EQUITY
:
: CASE "B"

FINAL ORDER OF RATIFICATION

ORDERED, this 3rd day of April, 1963, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the real estate made and reported in this cause by William F. Podlich, Trustee herein, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J. KEATING JR.
Judge

Filed April 3, 1963

AUDIT

Filed April 25, 1963

Aurora Federal Savings and
Loan Association

vs.

Eastern Corporation

In The Circuit Court For
Queen Anne's County
In Equity

No. 4350

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee appointed by decree of this Court of November 18, 1960, to make the sale of the mortgaged property foreclosed in these proceedings (and vendor); wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$83,206.70.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the several costs of advertising the notice of sale, the order nisi's of sale and the audit nisi to be passed as to this audit, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fee for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

April 17, 1963

Filed April 25, 1963

Cause No. 4350

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963
 Feb 9 By proceeds of the sale of real estate, per report of vendor, to wit:--\$151,000.00
 By interest on unpaid balance of purchase price, per statement of vendor, to wit:----- 1,338.82
 By gross proceeds of sale of real estate, to wit:-----\$152,338.82

Dr.

To William F. Podlich, Trustee (and Vendor), per terms of mortgage, as follows, to wit:
 1-His fee for his services----- \$35.00
 2-His commissions for making said sale, to wit:----- 7,700.00 \$7,735.00

To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:
 1-Costs of Charles W. Cecil, Clerk----- \$49.35
 2-Appearance fee of Wm. F. Podlich, Atty--- 10.00 59.35

To do., for an amount due Bland, Dugan & McMillian, Inc, Agent, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:----- 10.00

To do., for an amount paid J. A. Jackson, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:----- 37.50

To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:
 1-Costs of publishing advertisement of sale----- \$162.50
 2-Costs of publishing the order nisi of sale----- 14.00 176.50

To do., for an amount paid A. S. Abell Co for publishing notice of sale in The Sunpapers, per its receipt for same exhibited, to wit:----- 53.80

To do., for an amount paid the Evening Star Newspaper Co for publishing notice of sale in The Evening Star newspaper, per its receipt for the same exhibited, to wit:----- 142.66

April 15, 1963

J THOMAS CLARK
 Auditor

To do., for an amount paid Elsie Curtis, Notary, for notary fees in this cause, per her receipt for same exhibited, to wit:----- 2.50

To do., for an allowance for an amount due as Vendor's share of 1963 State and County taxes on the realty sold in this cause, per statement of Vendor, to wit:----- 183.72

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of----- 12.00

To J. Thomas Clark, auditor, for stating this audit, the sum of----- 112.50

To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein in the sum of \$227,019.99, as per amended statement of mortgage indebtedness filed in this cause, the balance or the sum of ----- 143,813.29

\$152,338.82 \$152,388.82

APRIL 15, 1963

J THOMAS CLARK
 Auditor

Filed April 25, 1963

NISI RATIFICATION OF AUDIT

Filed April 25, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings
and Loan Association

vs.

Eastern Corporation

In the Circuit Court
for Queen Anne's County
In EquityCause No. 4350

ORDERED, this 25th. day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two seccessive weeks before the 10th. day of May, 1963.

CHARLES W. CECIL ClerkFiled April 25, 1963

CERTIFICATE OF AUDITOR

Filed April 25, 1963

Aurora Federal Savings
& Loan Assoc

vs.

Eastern Corporation.

In The Circuit Court For
Queen Anne's County
In EquityNo. 4350Certificate of Auditor of Compliance with Ruly 595g, Md Rules of Procedure

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify that the undersigned auditor has this 25th day of April, 1963, has this date filed his audit in the above entitled cause, and has notified Aurora Federal Savings and Loan Assoc, Aurora Federal Building, Baltimore 1, Maryland, William F. Podlich, Esquire, Aurora Federal Building, Baltimore 1, Maryland, Eastern Corporation, 15 W. Franklin St., Baltimore 1, Maryland, the parties to this cause, and C. L. Solomon, Chief, Special Procedure Section, Internal Revenue Service, P. O. Box 1076, Baltimore 3, Maryland, a claimant of the United State Government, this date, by mailing to each of them a postal card, notifying each of them of the filing of the audit in this cause, and that if no exceptions are filed within fifteen days, the same may be finally ratified.

J THOMAS CLARK
Auditor

Filed April 25, 1963

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed May 27, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and
Loan Association

vs.

Eastern Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4350

ORDERED, this 25th day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two seccessive weeks before the 10th day of May, 1963.

CHARLES W. CECIL, Clerk

Filed: April 25, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 22, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Aurora Federal Savings Vs. Eastern Cop. Cause # 4350 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 seccessive weeks before the 10th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of May 1963, and the last insertion on the 9th day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed May 27, 1963

FINAL ORDER OF RATIFICATION

Filed May 27, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

EASTERN CORPORATION,
a body corporate

: IN THE
:
: CIRCUIT COURT
:
: FOR QUEEN ANNE'S COUNTY
:
: IN EQUITY

No. 4350

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of May, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, that the within and afore-going Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and WILLIAM F. PODLICH, Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

THOS J KEATING JR.

JUDGE

Filed May 27, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighteenth day of November in the year nineteen hundred and sixty, the following PETITION was filed for record, to wit:

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION

Docket _____ Folio _____
Case No. _____
Filed _____

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY - CASE "C"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 6th day of December A.D. 1955 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$350,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That the corporate defendant is the present owner of the mortgaged premises mortgage and in the payment of the debt now due to the plaintiff, and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
William F. Podlich, Attorney for
Plaintiff

Filed Nov. 18, 1960

PETITIONER'S EXHIBIT NO. 1

Filed Nov. 18, 1960

#36,804

LIBER 25 PAGE 250

RECEIVED FOR RECORD Dec. 7, 1955

70-Five Dollar fifty Cent Recordation
Tax Stamps. Endorsed WFP 12/7/55

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

THIS MORTGAGE, made this 6th day of December, in the year one thousand nine hundred and fifty-five, between EASTERN CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said EASTERN CORPORATION the sum of THREE HUNDRED FIFTY THOUSAND and no/100 (\$350,000.00) --- dollars, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half (5½%) per cent per annum, in the manner following:

Be the payment of Two Thousand Eight Hundred Fifty-Nine and 85/100 (\$2,859.85)--- dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate of aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be repaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said EASTERN CORPORATION, a body corporate do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the 4th Election District of Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a point on the existing southerly right of way line of U.S. Route #50, leading from Stevensville to Chester, said point being located north 81 degrees 06 minutes 36 seconds west 814.38 feet from a corner formed by the intersection of the southerly right of way line of the aforesaid U.S. Route #50, with the westerly right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge toward Grasonville, thence binding on the southerly right of way line of U.S. Route #50, the two following courses, viz: north 81 degrees 06 minutes 36 seconds west 36.00 feet and north 81 degrees 48 minutes 36 seconds west 300.02 feet to the beginning point of the parcel of land described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 462 etc. from Chester Beach, Inc. to David M. Nichols, thence leaving the southerly right of way line of U.S. Route #50, and binding reversely upon the last line of the parcel of land described in the aforementioned deed from Chester Beach, Inc. to David M. Nichols south 9 degrees 01 minute 53 seconds west 560.32 feet to intersect the northerly right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge toward Grasonville (said last mentioned highway being laid out by the State Roads Commission of Maryland as a restricted access highway, there being no right of access to said highway from the lands hereby described) thence binding thereon by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 499.41 feet (said curve being subtended by a chord north 83 degrees 44 minutes 09 seconds east 499.02 feet) thence leaving the northerly right of way line of Through Highway of the beforementioned Dual Highway, by a line heretofore established as a line of division north 9 degrees 30 minutes 42 seconds west 456.89 feet to the place of beginning. Containing 4.83 acres, more or less.

BEING a part of the lot of ground secondly described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, folio 460, from Chester Beach, Inc. unto the Mortgagor herein.

This Mortgage is executed and delivered upon the following special understandings, covenants and agreements:

(a) That the Mortgagee will deliver, within a reasonable time after the execution and delivery of this mortgage, a copy thereof unto Tourinns, Incorporated, in accordance with a lease dated October 24, 1952, between said Eastern Corporation and said Tourinns, Incorporated, recorded among the Land Records of Queen Anne's County in Liber TSP No. 10, folio 114, etc.

(b) That the Mortgagee will notify the aforementioned Lessee of any default of the said mortgagor and Lessor, as Mortgagor hereunder, and afford to said Lessee the opportunity within a reasonable time, to cure any such default, as a prerequisite to foreclosure hereunder; it being understood that said notice, etc. is required to be given under the terms and provisions of the aforementioned lease.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgage, its successors and assigns, in fee simple, forever

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty(20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided

Vl. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

Vll. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

Vlll. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

lX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as a foresaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the corporate seal of said Mortgagor and the signature of Malcolm W. Hardesty, its Vice-President.

Test:

ELSIE CURTIS
ELSIE CURTIS

EASTERN CORPORATION

By MALCOLM W HARDESTY
Malcolm W. Hardesty Vice President
Corporate
Seal

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 6th day of November in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Malcolm W. Hardesty, Vice-President of EASTERN CORPORATION, a body corporate, the mortgagor(s), named in the foregoing mortgage and he, as such Vice President she or they acknowledged said mortgage to be the act of said body corporate. At the same time also appeared, John L. Fisher President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public
Notary
Public
Seal.

My commission expires on May 6, 1957.

STATEMENT OF MORTGAGE DEBT

Filed Nov. 18, 1960

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION, a body corporate

DOCKET _____ FOLIO _____
CASE NO. _____
FILED _____

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY - CASE "C"

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from EASTERN CORPORATION, a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 6th day of December, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 25, Folio 250.

Original Loan -----	\$ 350,000.00
Amount repaid -----	20,147.46
Loan Balance -----	\$ 329,852.54
Interest to 11/20/60 -----	71,545.77
Expense account deficit -----	22,036.48
	<u>\$ 423,434.79</u>

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By WILLIAM M BREMER
William M. Bremer, Vice-President
Corporate
Seal

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of November in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared WILLIAM M. BREMER Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Notary
Public
Seal

ELSIE CURTIS
Notary Public

Filed Nov. 18, 1960

DECREE

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EASTERN CORPORATION, a body corporate

DOCKET _____ FOLIO _____
CASE NO. 4351
FILED Nov. 18, 1960

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY - CASE "C"

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 18th day of November in the year nineteen hundred and sixty by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their successors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount of the sale, by the filing of an additional bond.

THOS J KEATING JR
Judge

Filed Nov. 18, 1960

PETITION

Filed Nov. 18, 1960

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR QUEEN ANNE'S COUNTY
EASTERN CORPORATION, a body corporate	:	IN EQUITY
	:	CASE "C"

TO THE HONORABLE, THE JUDE OF SAID COURT:

THE petition of AURORA FEDERAL SAVINGS AND IOAN ASSOCIATION, a body corporate, owner of the mortgage filed in these proceedings, and of WILLIAM F. PODLICH, Trustee appointed by Decree passed herein, to make sale of the mortgaged property described herein, respectfully shows:

FIRST:

That the mortgage, which was heretofore filed in this proceeding marked #PETITIONER'S EXHIBIT NO. 1, contains a covenant, on the part of the Mortgagor, which reads as follows:

"VII. That the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct."

SECOND:

That the property referred to in this proceeding is improved by a modern motel containing about 40 rental units, and by a modern building containing a lunch room, a dining room and a tavern or drinking bar, all of which enterprises are now and have been owned, operated or conducted by the Mortgagor named herein, or by a person or persons designated by it, and said Mortgagor has agreed with your petitioners that the continuation of the operation of said enterprises, until such time as the mortgaged property is offered for sale by the Trustee under the foreclosure decree heretofore passed herein, will contribute to the possibility of obtaining a higher and more advantageous price for the mortgaged property on the date of the auction sale.

THIRD:

That your petitioners are advised that such rentals and profits arising from the enterprises aforementioned as may be or become available from the mortgaged property can and should, under the provisions of the mortgage herein, be collected by a Receiver to be appointed by this Honorable Court, and applied by him, under the direction of this Court, to the payment of the Mortgagee's claim.

FOURTH:

That the said mortgage is now in default, and by reason thereof, the mortgaged property is subject to sale and the Mortgagee is entitled to have all of the terms and provisions of the mortgage enforced for its protection.

WHEREFORE, your petitioners pray:

- (a) That an order or decree may be passed herein appointing a Receiver to collect the rents and profits of the mortgaged premises;
- (b) That said Receiver may be authorized and directed to take charge of said mortgaged real estate, and to collect the rents and profits thereof, in order that they may be applied, under the direction of this Honorable Court, to the payment of the Mortgagee's claim;
- (c) That said Receiver may be further authorized and directed to pay, out of any rentals collected by him, such expenses as are necessarily incident to the operation and management of the trust reposed in him.
- (d) AND for such other and further relief as the case may require.

AND, as in duty bound, etc.

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Wm M BREMER
William M. Bremer, Vice-President
Corporate
Seal.

WILLIAM F PODLICH
William F. Podlich, Trustee herein and
Attorney for the Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee herein, and WILLIAM M. BREMER, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, and each of them made oath in due form of law that the matters stated in the foregoing petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Elsie Curtis, Notary Public

Filed Nov. 18, 1960

ORDER OF COURT

Filed Nov. 18, 1960

ORDER OF COURT

ORDERED, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, this 18th day of November, 1960, on the foregoing petition and the exhibit referred to and mentioned therein, that JOHN L. FISHER, be and he is hereby appointed Receiver to take charge of the mortgaged real estate mentioned in this proceeding; that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Four Thousand --- Dollars, (\$4,000.00) conditioned for the faithful performance of the trust reposed in him by this Order, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to take charge of the mortgaged real estate mentioned in this proceeding; and said Receiver is hereby authorized to make a rental agreement with the present owners or management of the enterprises operated in said premises and/or others, and to collect the rents thereof, in order that they may be applied, under the further direction of this Court, to the payment of the Mortgagee's claim.

AND it is further ordered that the monies arising out of said collections be distributed under the direction of this Court, after deducting such charges and expenses as it may be necessary to expend for the servicing and operation of the mortgaged property, during the period of the management thereof, by the Receiver, as well as such charges and expenses as it may be necessary to expend for the operation and management of the Trust reposed in him by this Order of Court, together with such commissions to said Receiver as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the same.

THOS J KEATING JR.

Judge

Filed Nov. 18, 1960

CERTIFIED COPY OF BOND

Filed Nov. 18, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of November in the year nineteen hundred and sixty, the following Bond was filed for record, to wit:-

THE HOME INDEMNITY COMPANY

Home Office (SEAL) New York

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John L. Fisher, Severna Park Maryland as principal and The Home Indemnity Company a corporation of the State of New York as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and 00/100 -- Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, formerly by these presents. Sealed with our seals, and dated this 18th day of November in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden John L. Fisher by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, Maryland, has been appointed receiver to collect the rents from the owners or occupants of Islander Motel and Restaurant, U. S. Route #50, Stevensville, Queen Anne's County, Maryland, mentioned in the foreclosures in the case of:

AURORA FEDERAL SAVINGS AND LOAN Assn.

vs.

Eastern Corporation (Case C)

now pending in said Court:

Now the condition of the Obligation is such:

THAT IF THE ABOVE BOUNDEN John L. Fisher do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

JOHN L. FISHER (SEAL)
John L. Fisher

WILLIAM F PODLICH

THE HOME INDEMNITY COMPANY (SEAL)

FRANK R CLARK

DONALD R BEATON (SEAL)
Donald R. Beaton, Attorney-in-Fact
Corporate Seal.

And on the back of the foregoing Bond is the following endorsement, to wit:-

Security approved & Bond filed Nov. 22, 1960

T. SORDEN PIPPIN

Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 53, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this Twenty-second day of November in the year nineteen hundred and sixty.

Circuit
Court
Seal.

T. SORDEN PIPPIN

Clerk

PETITION AND ORDER

Filed Dec. 3, 1962

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate,

vs.

EASTERN CORPORATION,
a body corporate.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

Case "C"

Docket TSP No 2, folio 95

Case No. 4351

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John L. Fisher, Receiver herein by virtue of an Order of this Honorable Court passed in this cause on November 18, 1960, and of Aurora Federal Savings and Loan Association, the Complainant herein, and of Eastern Corporation, the Defendant herein, respectfully shows:

First - That upon the appointment of said Receiver, and upon giving Bond for the faithful performance of the duties imposed upon him by the aforementioned Order of Court, he has performed said duties to the full and complete satisfaction of said Aurora Federal Savings and Loan Association, and of said Eastern Corporation, and has satisfactorily and fully accounted to all the parties in interest herein, for all receipts and expenditures which were incidental to and necessary for the accomplishment of the purposes for which he was appointed.

Second - That the Petitioners herein now aver that the said John L. Fisher, the Receiver aforementioned, is seriously ill, and has suggested to said Complainant and Defendant, that the condition of his health is such that he is unable to continue to perform the duties imposed upon him by said Order of Court, and that he now wished to be relieved therefrom.

Third - That said Aurora Federal Savings and Loan Association has entered into a written agreement with said Eastern Corporation for the purpose of vesting in two of the officers of said Aurora Federal Savings and Loan Association the duties, powers and authorities which will permit them to exercise the rights and privileges which were vested in said Receiver by the terms and provisions of the aforementioned Order of Court, and the Complainant and Defendant now aver that, in view of said written agreement, it is not necessary to appoint a substitute Receiver in the place and stead of said John L. Fisher.

WHEREFORE the Petitioners herein pray:

(a) That the said John L. Fisher, Receiver as aforesaid, be immediately discharged from the further performance of the duties imposed upon him by the terms and provisions of the aforementioned Order of Court.

(b) That, in view of the allegations contained in the first paragraph of this petition, the corporate surety upon the bond filed herein by said Receiver be immediately discharged from any and all liability to any of the parties in interest, by reason of any act, matter or thing, done, or omitted to be done, by said Receiver during the term of his office or thereafter arising.

AND as in duty bound, etc.

JOHN L. FISHER
(John L. Fisher) Receiver

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION Corporate
Seal

BY DWIGHT F BRUNK
(Dwight F. Brunk) Vice-President

EASTERN CORPORATION

By DAVID M. NICHOLS
(David M. Nichols) President
Corporate
Seal.

WILLIAM F PODLICH
(William F. Podlich)
Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY THAT on this 30th day of November 1962, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared JOHN L. FISHER, Receiver in the above entitled cause, and he acknowledged the foregoing Instrument to be his act. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
ELSIE CURTIS Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing Instrument to be the act and deed of said body corporate. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of November 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DAVID M. NICHOLS, President of EASTERN CORPORATION, a body corporate, and being duly authorized so to do, acknowledged the foregoing Instrument to be the act and deed of said body corporate. And at the same time he made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

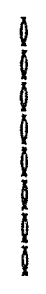
ELSIE CURTIS Notary Public

Filed Dec. 3, 1962

ORDER OF COURT

Filed Dec 3, 1962

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, versus EASTERN CORPORATION, a body corporate.



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY CASE "C" DOCKET TSP NO. 2 - FOLIO 95 CASE 4351

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of December 1962, on the foregoing Petition and the Affidavits and Acknowledgments attached thereto, that JOHN L. FISHER be discharged from the further performance of the duties imposed upon him as Receiver in this cause by the terms and provisions of the Order of Court passed herein on November 18, 1960, unless cause to the contrary be shown herein on or before December 20th 1962, provided that said Receiver be and he is hereby directed to give notice of his application for discharge from the further performance of his duties as such Receiver by the publication of a copy of this Order Nisi in a weekly newspaper published in Queen Anne's County once a week for two (2) successive weeks.

THOS J KEATING JR. JUDGE

Filed Dec. 3, 1962

PETITION

Filed Feb. 4, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. EASTERN CORPORATION



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 4351

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Fish Dry Cleaning, Laundry and Linen Supply Company, 2565 Pennsylvania Avenue, Baltimore 17, Maryland, by James E. Thompson, Jr., its attorney, unto your Honor, respectfully represents:

1. That by order of this Court dated November 18, 1960, John L. Fisher was appointed Receiver to take charge of the mortgaged real estate mentioned in this proceeding, and further "And it is further ordered that the monies arising out of said collections be distributed under the direction of this Court after deducting such charges and expenses as may be necessary to expend for the servicing and operation of the mortgaged property during the period of the management thereof by the receiver **".

2. That from the inception of said receivership until September, 20, 1962, your Petitioner was engaged to supply the linens required by said motel, restaurant and cocktail lounge, for which service there remains a balance due and owing in the amount of \$2,793.89.

3. That on December 3, 1962, William F. Podlich, Trustee, and Aurora Federal Savings and Loan Association, filed a Petition alleging that John L. Fisher had satisfactorily and fully performed the duties of his office and prayed this Court discharge him and his surety.

4. Your Petitioner alleges that the said John L. Fisher did not and has not satisfactorily and fully performed the duties of his office in that:

a. No accounting or report has been filed with this Honorable Court showing income or disbursements which were, pursuant to said decree, to be made under the direction of the Court.

b. That the creditors of the receiver have not received actual notice of his petition to be relieved.

c. That the creditors of said receiver have not received payment for amounts due them.

WHEREFORE your Petitioner prays this Honorable Court not to discharge the receiver or his successor in office or his surety until such time as a full and complete accounting has been made to Court and all creditors satisfied.

Respectfully submitted,

JAMES E. THOMPSON JR
James E. Thompson, Jr., Attorney
for Fish Dry Cleaning, Laundry and
Linen Supply Company, Petitioner

I HEREBY CERTIFY that a copy of the foregoing Petition was served on William F. Podlich, Esq., Trustee, 301 Meyerhoff Building, Charles Street at Saratoga, Baltimore, 1, Maryland, by mailing a copy of the same to him at said address this 1st day of Feb., 1963.

JAMES E. THOMPSON JR
James E. Thompson, Jr.

I HEREBY CERTIFY that a copy of the foregoing Petition was served on Aurora Federal Savings and Loan Association, by mailing a copy of the same to it at 301 N. Charles Street, Baltimore, Maryland, this 1st day of Feb., 1963.

JAMES E THOMPSON, JR
James E. Thompson, Jr.

I HEREBY CERTIFY that a copy of the foregoing Petition was served on Eastern Corporation, by mailing a copy of the same to it at Stevensville, Maryland, this 1st day of Feb., 1963.

JAMES E THOMPSON JR.
James E. Thompson, Jr.

I HEREBY CERTIFY that a copy of the foregoing Petition was served on Home Indemnity Company, by mailing a copy of the same to it at 59 Maiden Lane, New York 8, New York, this 1st day of Feb., 1963.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.

Filed Feb 4, 1963

CERTIFIED COPY OF BOND

Filed Feb. 4, 1963

Queen Anne's County, to wit: Be it remembered that on this Fourth day of February in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

Bond No. 16 91 63

Aurora Federal Savings and Loan Association

versus

Eastern Corporation Case "C"

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100-- Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 4th day of February in the year of our Lord one thousand-nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Eastern Corporation Case "C"

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness

ELSIE CURTIS
ELSIE CURTIS

CAROL A. SCHLEUPNER
Witness as to Surety

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

By ROBERT J. NOETH
Robert J. Noeth Corporate Seal
Attorney in fact.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Feb. 4, 1963

CHARLES W. CECIL, Clerk

Certified Copy of power of Attorney attached, thereto.

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 195, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 4th day of February in the year nineteen hundred and sixty-three.

Circuit Court Seal.

CHARLES W. CECIL
Clerk

AMENDED STATEMENT OF MORTGAGE CLAIM

Filed Feb. 7, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

EASTERN CORPORATION, a body corporate

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4351 - CASE "C"

AMENDED STATEMENT OF MORTGAGE CLAIM

Amended Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage made to it by EASTERN CORPORATION, dated December 6, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP NO. 25, Folio 250.

Original Loan -----	\$350,000.00
Amount repaid -----	<u>20,147.46</u>
Loan Balance -----	\$329,852.54
Interest on unpaid principal of mortgage debt to April 9, 1963, at 5½% (60 days beyond date of sale, per Art. 66, Sec. 8, 1957 Code,) provided Auditor's Account is not ratified prior to April 9, 1963 -----	127,913.09
Expense Account deficit -----	<u>36,824.59</u>
	\$494,590.22

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F. BRUNK
Dwight F. Brunk - President
Corporate
Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the Amended Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
ELSIE CURTIS NOTARY PUBLIC

Filed Feb. 7, 1963

REPORT OF SALE

Filed Feb. 13, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	CASE NO. 4351
vs.	:	IN THE
EASTERN CORPORATION	:	CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	CASE "C"

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee, appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was fully approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Friday, February 8, 1963, at 1:40 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further reports that the sale of the aforementioned property was also advertised in the BALTIMORE SUNDAY SUN and the WASHINGTON SUNDAY STAR on January 27, 1963, and on February 3, 1963.

Said Trustee further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of February, 1963, before

me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed Feb. 13, 1963

WILLIAM F. PODLICH
SOLICITOR
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MD.
PLAZA 2-2850

TRUSTEE'S SALE
OF
VALUABLE FEE SIMPLE PROPERTY

Known as the
ISLANDER MOTEL
ISLANDER HUNT CLUB TAVERN, DINING ROOM
AND RESTAURANT
and
THE ISLANDER LUNCH-ROOM
Situating in the
FOURTH ELECTION DISTRICT OF
QUEEN ANNE'S COUNTY

By Decree of the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, (See Case No. 4351, Docket TSP No. 2, Folio 95), the undersigned Trustee will sell, at Public Auction, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on

FRIDAY, FEBRUARY 8th, 1963

At 1:40 o'clock p.m.

ALL that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, Maryland, on KENT ISLAND, and described as follows:

BEGINNING FOR THE SAME at a point on the existing southerly right of way line of US Route #50, leading from Stevensville to Chester, said point being located north 81 deg. 36 sec. west 814.38 feet from a corner formed by the intersection of the southerly right of way line of the aforesaid US Route #50, with the westerly right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge toward Grasonville, thence binding on the southerly right of way line of US Route #50 the two following courses, viz; north 81 degrees 06 minutes 36 seconds west 300.02 feet to the beginning point of the parcel of land described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 5, Folio 462, etc., from Chester Beach, Inc., to David M. Nichols, thence leaving the southerly right of way line of US Route #50, and binding reversely upon the last line of the parcel of land described in the aforementioned deed from Chester Beach, Inc., to David M. Nichols south 9 degrees 01 minutes 53 seconds west 560.32 feet to intersect the northerly right of way line of Through Highway of the Dual Highway leading from the Chesapeake Bay Bridge toward Grasonville (said last mentioned highway being laid out by the State Roads Commission of Maryland as a restricted access highway, there being no right of access to said highway from the lands hereby described) thence binding thereon by a curve to the left in a northeasterly direction having a radius of 3719.72 feet for a distance of 499.41 feet (said curve being subtended by a chord north 83 degrees 44 minutes 09 seconds east 499.02 feet) thence leaving the northerly right of way line of Through Highway of the before-mentioned Dual Highway, by a line heretofore established as a line of division north 9 degrees 30 minutes 42 seconds west 456.89 feet to the place of beginning. CONTAINING 4.83 acres, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining thereto.

The above described property is improved by a number of one story motel units, which contain, in the aggregate, forty motel rooms with baths attached to each of them, and a two-story building which contains the administration offices and service area for said motel units, as well as a tavern or drinking bar, a dining room or restaurant, and a lunch-room.

Access to said motel property is most conveniently accomplished by an arrangement of Service Roadways which permit immediate access to the motel property from the aforementioned dual highway.

TERMS OF SALE: A CASH deposit equal to not less than five per cent (5%) of the accepted bid for the purchase of said property will be required of the purchaser at the time and place of sale; balance of purchase price to be paid upon final ratification of the sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, and shall bear interest at the rate of six per cent per annum from the date of sale to the date of settlement. All taxes and other public dues and charges and all rentals collected by the

Mortgagee herein, or by the Trustee, from or due by said tenants are to be adjusted to the date of sale. Costs of all required Documentary Stamps to be borne by the purchaser.

The above described property will be sold SUBJECT to conditions, restrictions and agreements of record affecting same, if any.

Further information concerning the above property may be obtained by application to the undersigned Trustee.

WILLIAM F. PODLICH, Trustee
JOSEPH A JACKSON, JR.
Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER, a body corporate, does hereby certify that the Trustee's Sale of Valuable Fee Simple Property in the case/estate of William F. Podlich, Solicitor a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January 1963, and the last insertion on the 7th day of February, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
By RUTH ALLEN

Filed Feb. 13, 1963

CERTIFICATE OF PURCHASER

Filed Feb. 13, 1963

MOTEL
Case "C"
Equity No. 4351

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 8th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared L. C. THOMAS purchaser's) at the foreclosure sale in this cause, and made oath in due form of law, (that he is the agent for the purchaser AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION of the premises known as ISLANDER MOTEL, ISLANDER HUNT CLUB TAVERN DINING ROOM AND RESTAURANT, AND THE ISLANDER LUNCH-ROOM, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Advertisement of Sale.

AURORA FEDERAL SAVINGS & LOAN ASS'N
(SEAL)

WITNESS my hand and Notarial Seal.

By: L. C. THOMAS, AGENT

ELSIE CURTIS
Elsie Curtis Notary Public

NOTARY
PUBLIC
SEAL.

Filed Feb. 13, 1963

ORDER NISI

Filed Feb. 13, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate

vs.

Eastern Corporation, a body corporate

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Cause No. 4351

ORDERED, this 13th. day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th. day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th. day of March, 1963.

The report states the amount of sales to be \$250,000.00.

CHARLES W. CECIL, Clerk

Filed February 13, 1963

DEMURRER

Filed Feb. 15, 1963

AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION

vs.

EASTERN CORPORATION

*
*
*
*IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4351DEMURRER

William F. Podlich, Executor of the Estate of John L. Fisher, deceased, by William H. Adkins, ll and Henry, Henry & Adkins, his attorneys, demurs to the petition of Fish Dry Cleaning, Laundry and Linen Supply Company and each part thereof because:

- (1) Petitioner has not alleged facts that show that it is a party to the receivership or the mortgage foreclosure proceedings.
- (2) Petitioner has not alleged facts that show it is a proper party to petition for an accounting.
- (3) Petitioner has not alleged facts that show it has any interest in the moneys collected by the receiver.
- (4) There are no allegations of fact that show that the receivership was a general equity receivership rather than a special or limited receivership; in fact, the petition tends to show a limited receivership only.
- (5) Petitioner has not alleged that it is a creditor of the receivership or of the receiver.
- (6) Petitioner has not alleged facts that show it is a creditor of said receivership or of the receiver.
- (7) There is no allegation of any facts that show the receiver made or was a party to any contract or arrangement for the supplies Petitioner alleges it provided.
- (8) Petitioner did not show on or before December 20, 1962, any reason why the said John L. Fisher, now deceased, should not be discharged as receiver.
- (9) There is no requirement that creditors of the receiver, if any, receive actual notice of discharge of the receiver.
- (10) The petition alleges no facts showing the breach of any fiduciary duty by said receiver.
- (11) And for such other reasons as may be assigned at the hearing hereon.

WILLIAM H. ADKINS
William H. Adkins, ll

HENRY, HENRY & ADKINS

By WALLER S. HAIRSTON
Waller S. Hairston
National Bank Building
Easton, Maryland
TAlbot 2-2600
Attorneys for William F.
Podlich, Executor of the
Estate of John L. Fisher,
deceased.

I HEREBY CERTIFY that a copy of the above Demurrer has been served on the Petitioner, Fish Dry Cleaning, Laundry and Linen Supply Company, by mailing a copy of the same to its attorney of record, James E. Thompson, Jr., Esquire, Centreville, Maryland, this 14th day of February, 1963, postage prepaid.

WILLIAM H. ADKINS
William H. Adkins, ll

I HEREBY CERTIFY that a copy of the above Demurrer has been served on Aurora Federal Savings and Loan Association by mailing a copy of the same to it at 301 W. Charles Street, Baltimore, Maryland, this 14 day of February, 1963, postage prepaid.

WILLIAM H. ADKINS
William H. Adkins, ll

I HEREBY CERTIFY that a copy of the above Demurrer has been served

on Eastern Corporation by mailing a copy of the same to it at Stevensville, Maryland, this 14th day of February, 1963, postage prepaid.

WILLIAM H. ADKINS
William H. Adkins, ll

I HEREBY CERTIFY that a copy of the above Demurrer has been served on Home Indemnity Company by mailing a copy of the same to it at 59 Maiden Lane, New York 8, New York, this 14 day of February, 1963, postage prepaid.

WILLIAM H. ADKINS
William H. Adkins, ll

I HEREBY CERTIFY that a copy of the above Demurrer has been served on William F. Podlich, Trustee, by mailing a copy of the same to him at Aurora Federal Building, Charles Street at Saratoga, Baltimore, Maryland, this 14th day of February, 1963, postage prepaid.

WILLIAM H. ADKINS
William H. Adkins, ll

Filed Feb. 15, 1963

INTERROGATORIES

Filed Feb. 25, 1963

AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION

vs.

EASTERN CORPORATION

*
*
*
*

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4351

INTERROGATORIES

Propounded pursuant to Maryland Rules

To: Fish Dry Cleaning, Laundry and Linen Supply Company, Petitioner

By: William F. Podlich, Executor of the Estate of John L. Fisher, deceased.

You are hereby requested to answer the following Interrogatories:

- (a) These Interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.
- (b) Where the name or identity of a person is requested, please state full name, home address and also business address, if known.
- (c) Unless otherwise indicated, these Interrogatories refer to time, place and circumstances of the occurrence mentioned or complained of in the Petition.
- (d) Where knowledge or information or possession of a party is requested, such request included knowledge of the party's agents, representatives and, unless privileged, his attorneys. When the answer is made by a corporate party state the name, address and title of the person supplying the information and making the affidavit, and the source of his information.
- (e) The pronoun "you" refers to the party to whom these Interrogatories are addressed, and the persons mentioned in clause (d).

(1) Give concise statement of the facts upon which you rely to support your contention that Fish Dry Cleaning, Laundry and Linen Supply Company is entitled to an accounting.

(2) If you contend that John L. Fisher was the receiver of a general equity receivership, give a concise statement of the facts upon which you rely to support this contention.

(3) If you contend that John L. Fisher was a foreclosure receiver, give a concise statement of the facts upon which you rely when you claim to be entitled to an accounting.

(4) If you contend that you are a creditor of John L. Fisher, Receiver, or of the Estate of John L. Fisher, give a concise statement of the facts upon which you rely to support this contention.

(5) Give the names of all agents of Fish Dry Cleaning, Laundry and

Linen Supply Company who communicated in any way with John L. Fisher, Receiver, between November 18, 1960, and the date of filing of your Petition, and the dates, mode and content of such communication.

(6) If you contend that John L. Fisher, Receiver, made or signed any contract or agreement with Fish Dry Cleaning, Laundry and Linen Supply Company, state the date, parties, terms and facts surrounding such contract or agreement.

(7) If you are relying upon any other contract or agreement to which John L. Fisher, Receiver, is a party, give a concise statement of the facts upon which you rely, including the names of parties, the date, terms and facts surrounding such contract or agreement.

(8) If you are relying upon any contract or agreement to which John L. Fisher, Receiver, is not a party, give the names of the parties, the date, terms and facts surrounding such contract or agreement.

(9) If you are relying upon any other documents, instruments, contracts or agreements to support any of your contentions, state the date, parties, terms, location and custodian of such documents, instruments, contracts or agreements.

(10) Name all employess or agents of Fish Dry Cleaning, Laundry and Linen Supply Company who made any contract or agreement with the Eastern Corporation or Islander Motel and state the parties, date, terms and facts surrounding any such contract or agreement.

(11) Name all employees or agents of Fish Dry Cleaning, Laundry and Linen Supply Company who delivered dry cleaning, laundry and linen supplies to the Eastern Corporation or Islander Motel from November 18, 1960, to the present day and state how records of these supplies were maintained.

(12) Name the custodian of Fish Dry Cleaning, Laundry and Linen Supply Company's records of accounts and state the location of said records of accounts.

(13) Give an itemized statement of the amount claimed to be due from Eastern Corporation, Islander Motel or from John L. Fisher, Receiver, showing the dates the supplies were provided, the charge for each type of supply, who delivered the supplies and who receipted for the supplies.

(14) If you claim that there were any shortages in supplies returned, state the date of each delivery, the number of items by type delivered on that date, the number of items by type returned on that date, the price of each type of supply, the employee or agent of Fish Dry Cleaning, Laundry and Linen Supply Company who counted the supplies by type on each date, the employee or agent of the Eastern Corporation or Islander Motel who counted the supplies by type on each date, the method of accounting for the supplies and the dates the Eastern Corporation or Islander Motel was notified of any shortage.

(15) If you contend that John L. Fisher, Receiver, breached any fiduciary duty, give a concise statement of the facts upon which you rely.

(16) If you contend that John L. Fisher, Receiver, breached any other duty, state the duty that you contend he breached and give a concise statement of the facts upon which you rely.

(17) If you contend that John L. Fisher, Receiver, was managing, operating or running the business of Islander Motel or the Eastern Corporation, give a concise statement of the facts upon which you rely for this contention.

(18) If you contend that John L. Fisher, Receiver, was negligent or committed any misfeasance or nonfeasance in managing, operating or running the business of Islander Motel or the Eastern Corporation, give a concise statement of facts upon which you rely.

(19) If you contend that John L. Fisher, Receiver, did not have authority to make any contract upon which you rely, give a concise statement of the facts upon which you rely.

(20) If you contend that John L. Fisher, Receiver, was personally negligent or personally committed any misfeasance or nonfeasance, give a concise statement of the facts upon which you rely.

WILLIAM H ADKINS
 William H. Adkins, 11
 Attorney for Plaintiff

THIS IS TO CERTIFY that a copy of the foregoing Interrogatories was mailed to James E. Thompson, Jr., Esquire, 117 Lawyers Row, Centreville, Maryland, attorney for Fish Dry Cleaning, Laundry and Linen Supply Company, by first class mail, postpaid, this 21st day of February, 1963.

WILLIAM H ADKINS
 William H. Adkins, 11

Filed Feb. 25, 1963

CLAIM OF UNITED STATES

Filed March 26, 1963

FORM 2317 (Sept. 1961)	U.S. TREASURY DEPARTMENT-INTERNAL REVENUE SERVICE PROOF OF CLAIM FOR INTERNAL REVENUE TAXES
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IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, CENTREVILLE, MD.

IN THE MATTER OF:)	DOCKET NO. <u>4351</u>
. Aurora Federal Building and Loan Association vs.	)	TYPE OF PROCEEDING Mortgage Foreclosure
Eastern Corporation	)	CLAIM OF THE UNITED STATES
Stevensville, Md.	)	FOR INTERNAL REVENUE TAXES

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Eastern Corporation is justly and truly indebted to the United States in the sum of \$2,524.71 with interest thereon as hereinafter stated:
2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	REFERENCE NO.	AMOUNT DUE	REMARKS	DATE TAX LIEN AROSE
WT-Fica 4-Q-62	6200 165334(63)	\$2,481.74	Lien	2/15/63
Penalty		41.35		
Interest to 2/8/63		1.62		
		<u>\$2,524.71</u>		

PLEASE ADVISE FILING DATE
OF AUDITOR'S ACCOUNT

3. No part of said debt has been paid and the same is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates above stated, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors as and to the extent provided by law:

IN BANKRUPTCY ACT PROCEEDINGS see Sections 64, 77e, 199, 337(2), 455, and 659 of the Bankruptcy Act (11 U.S.C. 104, 205(e), 599, 737(2), 855, and 1059).

IN OTHER PROCEEDINGS see Section 3466 of the Revised Statutes (31 U.S.C. 191). Also, attention is invited to Section 3467 (31 U.S.C. 192) with respect to the personal liability of any executor, administrator, or other person who fails to pay the claims of the United States in accordance with their priority.

SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>25th</u> day of <u>March</u> 1963 <u>CHRISTINE E. SODERBERG</u> Notary Public NOTARY PUBLIC SEAL	SIGNATURE C. L. SOLOMON C. L. Solomon
	TITLE Chief, Special Procedures Section Office of the District Director of Internal Revenue
	ADDRESS P. O. Box 1076, Baltimore 3, Md.

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

Filed April 2, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Eastern Corporation
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4351

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 18th day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks, before the 11th day of March, 1963.

The report states the amount of sales to be \$250,000.00.

Filed: February 13, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk
CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 1, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Aurora Federal Savings and Loan Vs Eastern Corp. Cause No. 4351 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of February, 1963, and the last insertion on the 7th day of March, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER

By E A DADDS

Filed April 2, 1963

FINAL ORDER OF RATIFICATION	:	
Filed April 3, 1963	:	
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4351
vs.	:	IN THE CIRCUIT COURT FOR
EASTERN CORPORATION	:	QUEEN ANNE'S COUNTY IN EQUITY
	:	CASE "C"

FINAL ORDER OF RATIFICATION

ORDERED, this 3rd day of April, 1963, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the real estate made and reported in this case by William F. Podlich, Trustee, herein, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order Nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the Auditor.

THOS J KEATING, JR.
Judge.

Filed April 2, 1963

AUDIT	
Filed April 25, 1963	
Aurora Federal Savings and Loan Association	In The Circuit Court For Queen Anne's County In Equity
vs.	
Eastern Corporation	No. 4351

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee appointed by decree of this Court of November 18, 1960, to make the sale of the mortgaged property foreclosed in these proceedings (and vendor); wherein it ap-

pears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$256,020.38.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the several costs of advertising the notice of sale, the order nisi's of sale and the audit nisi to be passed as to this audit, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fee for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK

Auditor

April 17, 1963

Filed April 25, 1963

Cause No. 4351

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963

Feb 9	By proceeds of the sale of real estate, per report of vendor, to wit:-	\$250,000.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit: -----	2,216.59
	By gross proceeds of sale of real estate, to wit:-----	\$252,216.59

Dr.

To William F. Podlich, Trustee (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----		
2-His commissions for making said sale, to wit: -----	/ \$35.00 12,650.00	\$12,685.00
To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk -----	\$59.35	
2-Appearance fee of Wm. F. Podlich, Atty -----	10.00	69.35
To do., for an amount due Bland, Dugan & McMillian, Inc, Agent, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit: -----		10.00
To do., for an amount paid J.A. Jackson, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:-----		37.50
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:--		
1-Costs of publishing advertisement of sale -----	\$156.25	
2-Costs of publishing the order nisi of sale -----	14.00	170.25
To do., for an amount paid A.S. Abell for publishing notice of sale in The Sun-papers, per its receipt for the same exhibited, to wit:-----		53.80
To do., for an amount paid the Evening Star Newspaper Co for publishing notice of sale in The Evening Star newspaper, per its receipt for the same exhibited, to wit:-----		142.67

April 16, 1963

J THOMAS CLARK
Auditor

To do., for an amount paid Elsie Curtis, Notary, for notary fees in this cause, per her receipt for same exhibited, to wit: -----		2.50
To do., for an allowance for an amount due as Vendor's share of 1963 State and County taxes on the realty sold in this cause, per statement of Vendor to wit:-----		319.68

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----	12.00	
To J. Thomas Clark, auditor, for stating this audit, the sum of -----	144.00	
To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein in the sum of \$494,590.22, as per Amended statement of mortgage indebtedness filed in this cause, the balance on the sum of -----	238,569.84	
	\$ 252,216.59	<u>\$252,216.59</u>

April 16, 1963

J. THOMAS CLARK
Auditor

Filed April 25, 1963

NISI RATIFICATION OF AUDIT
Filed April 25, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan Association	)	In the Circuit Court
)	
vs.	)	for Queen Anne's County
)	
Eastern Corporation	)	In Equity
		Cause No. <u>4351</u>

ORDERED, this 25th. day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 10th. day of May, 1963.

CHARLES W. CECIL Clerk

Filed April 25, 1963

CERTIFICATE OF AUDITOR
Filed April 25, 1963

Aurora Federal Savings & Loan Assoc		In The Circuit Court For Queen Anne's County
		In Equity
vs.		
Eastern Corporation		No. <u>4351</u>

Certificate of Auditor of Compliance with Rule 595 g, Md Rules of Procedure

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify that the undersigned auditor has this 25th day of April, 1963, has this date filed his audit in the above entitled cause, and has notified Aurora Federal Savings and Loan Assoc. Aurora Federal Building, Baltimore 1, Maryland, William F. Podlich, Esquire, Aurora Federal Building, Baltimore 1, Maryland, Eastern Corporation, 15 W. Franklin St., Baltimore 1, Maryland, the parties to this cause, and C. L. Solomon, Chief, Special Procedure Section, Internal Revenue Service, P. O. Box 1076, Baltimore 3, Maryland, a claimant of the United State Government, this date, by mailing to each of them a postal card, notifying each of them of the filing of the audit in this cause, and that if no exceptions are filed within fifteen days, the same may be finally ratified.

J THOMAS CLARK
Auditor

Filed April 25, 1963

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed April 25, 1963

NISI RATIFICATION OF AUDIT
Aurora Federal Savings and
Loan Association

vs.

Eastern Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4351

ORDERED, this 25th day of April, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland once in each of two successive weeks before the 10th day of May, 1963.

Filed: April 25, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 22, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Aurora Federal Savings Vs. Eastern Corp. Cause # 4351 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 10th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of May 1963, and the last insertion on the 9th day of May, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E D DADDS

Filed May 27, 1963

FINAL RATIFICATION OF AUDIT

Filed May 27, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

EASTERN CORPORATION,
a body corporate

: IN THE
:
: CIRCUIT COURT
:
: FOR QUEEN ANNE'S COUNTY
:
: IN EQUITY
: NO. 4351

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of May, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, that the within and foregoing Account and Report of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed, and WILLIAM F. PODLICH, Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

THOS J. KEATING JR.
JUDGE

Filed May 27, 1963

last will and testament) be sold, that William W. Slay of Chestertown, Kent County, Maryland - - be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or the said Clerk in the penalty of Twenty two Thousand - - Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers, and in such other newspapers or newspaper, at least one of said newspapers being published in said County in which the said tract or tracts, parcel, or parcels offered for sale is or are situated as said trustee shall think proper of the time place he shall think proper, of the time, place, manner, and terms of sale, which shall be one third cash on day of sale, one half the balance in Six - months and the rest in twelve months, from the day of sale. All deferred payments to bear interest from day of sale, and to be secured to the satisfaction of the trustee or all cash on day of sale at the option of the purchaser as soon as may be convenient after any such sale or sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged from all claim of the parties hereto, Complainant, and Defendant, and those claiming by, from, or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

PHILIMON B. HOPPER

EXHIBIT "B".

Filed March 20, 1962

THE STATE OF MARYLAND,

Maryland
Seal

KENT COUNTY, SC:

THE SUBSCRIBER, Register of Wills for Kent County, doth hereby certify, that it appears by the Records in his Office, that on the 20th day of October in the year of our Lord one thousand nine hundred and eight Emma A. Hynson was appointed by the ORPHANS' COURT FOR KENT COUNTY, GUARDIAN, to Carolene M. Hynson, Helen E. Hynson, Eugenia G. Hynson, Alice D. Hynson and Mary R. Hynson, infant children of Richard D. Hynson, Deceased; and the said Emma A. Hynson, being then and there present in said Court accepted of the said Guardianship, and gave Bond with Lewin W. Wickes and Wm. W. Beck as sureties, who were approved by the said Court, for the faithful performances of her duty as Guardian to the said Carolene M. Hunson, Helen C. Hynson, Eugenia G. Hynson, Alice D. Hynson and Mary R. Hynson.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my Office, this 24th day of June in the year of our Lord nineteen hundred and nineteen.

Register of
Wills Seal

Cost - 50¢

TEST:

ROBERT R. HILL
Register of Wills for Kent County.

I, CAROLENE L. HYNSON of Chestertown, Kent County, Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this as and for my LAST WILL and TESTAMENT, hereby revoking all former whills and codicils made by me.

After the payment of my just debts and funeral expenses, I dispose of my estate as follows, to wit:

First Item.

I give and bequeath to MARY DAVIS the sum of Fifty Dollars (\$50) in token of our long friendship and of my high regard for her.

Second Item.

I give and bequeath to each of my two faithful servants, ROSE HAZELTON and ELIJAH STRICKNINE, the sum of Twenty five Dollars (\$25), and should by present servant, CHARLES HUDGINS, continue in my employment at the time of my death, I give and bequeath to him the sum of Ten Dollars \$(10).

Third Item.

I leave a Memorandum in writing as to the disposition which I wish to be made of some articles of household property.

This Memorandum will be found signed by me and attested by two attesting witnesses, and, being thus executed, I desire it to be taken as part of this,

my WILL.

Fourth Item.

It is my wish and desire that my daughter, AUGUSTA E. SLAY, shall have the house and lot in Chestertown in which I reside, together with the stable and lot of land on which it stands, and all the household furniture therein, including furnishings, (except such items as are otherwise disposed of by the written Memorandum above mentioned in the Third Item of this my WILL), and if my said daughter will elect to take the property at a valuation of Six thousand dollars. (\$6,000), I devise and bequeath all the said property to her in fee simple and she shall be charged with the Six thousand dollars on account of her share of my estate; but if my said daughter declines to take said property on the above conditions, then all the property devised in this Fourth Item shall go into the residue of my estate and be distributed as directed in the Eighth Item of this my WILL.

Fifth Item.

To my daughter, AUGUSTA E. SLAY, wife of WILLIAM M. SLAY, I give, and devise in fee simple my farm in the First Election District of Kent County, known as the "Whittington Farm", now tenanted by William Darrell.

Also my farm in the Fifth Election District of Kent County, known as "Bungy" of the "John Wilson Farm", now tenanted by William E. DeFord.

Also my farm in the Fifth Election District of Kent County known as the "Coleman Farm", now tenanted by Frank Coleman.

Also one equal third part of my personal estate of every description.

In the event of the death of my said daughter, August E. Slay, during my life, or in the event of her surviving me and dying without having disposed of her property by deed, gift or will, it is my will that the property, real and personal, devised to her by this Fifth Clause of my Will shall pass to and be held by her said husband, William M. Slay, for and during the term of his natural life for which he shall not be required to give bond, and after his death it is my will that the same shall be divided into two equal parts, one of which said part shall pass to my daughter, Marianne H. Rogers and her children subject to the TRUSTS hereinafter mentioned in the Sixth Item here of this, my WILL; and the other of which parts shall pass to the five daughters of my son, Richard D. Hynson, subject to the TRUSTS hereinafter mentioned in the Seventh Item of this, my WILL.

Sixth Item.

To my son-in-law, WILLIAM M. SLAY, I give and devise my farm in the Sixth Election District of Kent County, known as the "Fairlee Farm", now tenanted by William H. Cooper.

Also my farm in the Seventh Election District of Kent County known as the "Violet Farm", now tenanted by C. M. Brown; together with the tract known as the "Garrett Hart" tract, which is farmed with said "Violet Farm".

Also my farm in the Fifth Election District of said Kent County, known as the "Simon Smith Farm", now tenanted by J. Henry Thompson.

Also one equal third part of my personal estate of every description, IN TRUST, NEVERTHELESS, FOR THE FOLLOWING USES AND PURPOSES, that is to say: IN TRUST to hold, manage, conduct or lease said real estate during the life of my daughter, Marianne H. Rogers, and to invest said personal estate, and to collect and receive the rents, issues and profits of said real estate and the income of said personal estate, and IN FURTHER TRUST to pay over to the said Marianne H. Rogers, during her life, one third of the net rents, profits and income of the whole of said Trust Estate for her support and maintenance, the same to be paid into her own hands semi-annually, and not to any person or persons to whom the same or any part thereof; may be assigned or transferred by her; and IN FURTHER TRUST to pay over to my grandson, Richard Hynson Rogers, semi-annually, one third part of said rents, profits and income; and IN FURTHER TRUST to pay over to my grand daughter, Mary Ingram Rogers, semi-annually, one third part of said rents, profits and income; but upon the death of said Marianne H. Rogers said Trust shall cease and said real estate and said personal estate shall thereupon vest absolutely and equally in said Richard H. Rogers and Mary I. Rogers, if they be then living; and in their respective heirs distributees and devisees if either of them be then dead,

If at any time said Trustee should deem it for the interest of all the cestuis que trust to sell said real estate or any part thereof, such sale shall be made upon petition to the Circuit Court for Kent County in Equity, and upon proof satisfactory to the said Court, and in the event of any such sale, the proceeds shall be invested by said Trustee under the direction of said Court, either in other real estate or in safe securities, as the Trust may determine; subject to the approval of said Court, to be held subject to the TRUST above declared, without liability on the part of the purchaser for the application of the purchase money.

And as to the said one third of said personal estate so bequeathed IN TRUST under this Sixth Clause of my WILL; I give to said Trustee full power to invest the same in good securities, real or personal, and from time to time to change said investments at his discretion so as to make the same productive.

Seventh Item.

I give, devise and bequeath to my said son-in-law, WILLIAM M. SLAY: IN TRUST AND CONFIDENCE, NEVERTHELESS, FOR THE USES AND PURPOSES hereinafter mentioned-- my farm in the Fifth Election District of Kent County, known as the "Swan Point Farm", now tenanted by Lawrence Stevens.

And my farm in the Seventh Election District of Kent County, known as

last will and testament) be sold, that William W. Slay of Chestertown, Kent County, Maryland - - be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or the said Clerk in the penalty of Twenty two Thousand - - Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers, and in such other newspapers or newspaper, at least one of said newspapers being published in said County in which the said tract or tracts, parcel, or parcels offered for sale is or are situated as said trustee shall think proper of the time place he shall think proper, of the time, place, manner, and terms of sale, which shall be one third cash on day of sale, one half the balance in Six = months and the rest in twelve months, from the day of sale. All deferred payments to bear interest from day of sale, and to be secured to the satisfaction of the trustee or all cash on day of sale at the option of the purchaser as soon as may be convenient after any such sale or sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged from all claim of the parties hereto, Complainant, and Defendant, and those claiming by, from, or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

PHILIMON B. HOPPER

EXHIBIT "B"

Filed March 20, 1962

Maryland
Seal

THE STATE OF MARYLAND,

KENT COUNTY, SC:

THE SUBSCRIBER, Register of Wills for Kent County, doth hereby certify, that it appears by the Records in his Office, that on the 20th day of October in the year of our Lord one thousand nine hundred and eight Emma A. Hynson was appointed by the ORPHANS' COURT FOR KENT COUNTY, GUARDIAN, to Carolene M. Hynson, Helen E. Hynson, Eugenia G. Hynson, Alice D. Hynson and Mary R. Hynson, infant children of Richard D. Hynson, Deceased; and the said Emma A. Hynson, being then and there present in said Court accepted of the said Guardianship, and gave Bond with Lewin W. Wickes and Wm. W. Beck as sureties, who were approved by the said Court, for the faithful performances of her duty as Guardian to the said Carolene M. Hynson, Helen C. Hynson, Eugenia G. Hynson, Alice D. Hynson and Mary R. Hynson.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my Office, this 24th day of June in the year of our Lord nineteen hundred and nineteen.

Register of
Wills Seal

Cost - 50¢

TEST:

ROBERT R. HILL
Register of Wills for Kent County.

I, CAROLENE L. HYNSON of Chestertown, Kent County, Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this as and for my LAST WILL and TESTAMENT, hereby revoking all former wills and codicils made by me.

After the payment of my just debts and funeral expenses, I dispose of my estate as follows, to wit:

First Item.

I give and bequeath to MARY DAVIS the sum of Fifty Dollars (\$50) in token of our long friendship and of my high regard for her.

Second Item.

I give and bequeath to each of my two faithful servants, ROSE HAZELTON and ELIJAH STRICKNINE, the sum of Twenty five Dollars (\$25), and should by present servant, CHARLES HUDGINS, continue in my employment at the time of my death, I give and bequeath to him the sum of Ten Dollars \$(10).

Third Item.

I leave a Memorandum in writing as to the disposition which I wish to be made of some articles of household property.

This Memorandum will be found signed by me and attested by two attesting witnesses, and, being thus executed, I desire it to be taken as part of this,

my WILL.

Fourth Item.

It is my wish and desire that my daughter, AUGUSTA E. SLAY, shall have the house and lot in Chestertown in which I reside, together with the stable and lot of land on which it stands, and all the household furniture therein, including furnishings, (except such items as are otherwise disposed of by the written Memorandum above mentioned in the Third Item of this my WILL), and if my said daughter will elect to take the property at a valuation of Six thousand dollars. (\$6,000), I devise and bequeath all the said property to her in fee simple and she shall be charged with the Six thousand dollars on account of her share of my estate; but if my said daughter declines to take said property on the above conditions, then all the property devised in this Fourth Item shall go into the residue of my estate and be distributed as directed in the Eighth Item of this my WILL.

Fifth Item.

To my daughter, AUGUSTA E. SLAY, wife of WILLIAM M. SLAY, I give, and devise in fee simple my farm in the First Election District of Kent County, known as the "Whittington Farm", now tenanted by William Darrell.

Also my farm in the Fifth Election District of Kent County, known as "Bungy" of the "John Wilson Farm", now tenanted by William E. DeFord.

Also my farm in the Fifth Election District of Kent County known as the "Coleman Farm", now tenanted by Frank Coleman.

Also one equal third part of my personal estate of every description.

In the event of the death of my said daughter, August E. Slay, during my life, or in the event of her surviving me and dying without having disposed of her property by deed, gift or will, it is my will that the property, real and personal, devised to her by this Fifth Clause of my Will shall pass to and be held by her said husband, William M. Slay, for and during the term of his natural life for which he shall not be required to give bond, and after his death it is my will that the same shall be divided into two equal parts, one of which said part shall pass to my daughter, Marianne H. Rogers and her children subject to the TRUSTS hereinafter mentioned in the Sixth Item here of this, my WILL; and the other of which parts shall pass to the five daughters of my son, Richard D. Hynson, subject to the TRUSTS hereinafter mentioned in the Seventh Item of this, my WILL.

Sixth Item.

To my son-in-law, WILLIAM M. SLAY, I give and devise my farm in the Sixth Election District of Kent County, known as the "Fairlee Farm", now tenanted by William H. Cooper.

Also my farm in the Seventh Election District of Kent County known as the "Violet Farm", now tenanted by C. M. Brown; together with the tract known as the "Garrett Hart" tract, which is farmed with said "Violet Farm".

Also my farm in the Fifth Election District of said Kent County, known as the "Simon Smith Farm", now tenanted by J. Henry Thompson.

Also one equal third part of my personal estate of every description, IN TRUST, NEVERTHELESS, FOR THE FOLLOWING USES AND PURPOSES, that is to say: IN TRUST to hold, manage, conduct or lease said real estate during the life of my daughter, Marianne H. Rogers, and to invest said personal estate, and to collect and receive the rents, issues and profits of said real estate and the income of said personal estate, and IN FURTHER TRUST to pay over to the said Marianne H. Rogers, during her life, one third of the net rents, profits and income of the whole of said Trust Estate for her support and maintenance, the same to be paid into her own hands semi-annually, and not to any person or persons to whom the same or any part thereof, may be assigned or transferred by her; and IN FURTHER TRUST to pay over to my grandson, Richard Hynson Rogers, semi-annually, one third part of said rents, profits and income; and IN FURTHER TRUST to pay over to my grand daughter, Mary Ingram Rogers, semi-annually, one third part of said rents, profits and income; but upon the death of said Marianne H. Rogers said Trust shall cease and said real estate and said personal estate shall thereupon vest absolutely and equally in said Richard H. Rogers and Mary I. Rogers, if they be then living, and in their respective heirs distributees and devisees if either of them be then dead,

If at any time said Trustee should deem it for the interest of all the cestuis que trust to sell said real estate or any part thereof, such sale shall be made upon petition to the Circuit Court for Kent County in Equity, and upon proof satisfactory to the said Court, and in the event of any such sale, the proceeds shall be invested by said Trustee under the direction of said Court, either in other real estate or in safe securities, as the Trust may determine, subject to the approval of said Court, to be held subject to the TRUST above declared, without liability on the part of the purchaser for the application of the purchase money.

And as to the said one third of said personal estate so bequeathed IN TRUST under this Sixth Clause of my WILL, I give to said Trustee full power to invest the same in good securities, real or personal, and from time to time to change said investments at his discretion so as to make the same productive.

Seventh Item.

I give, devise and bequeath to my said son-in-law, WILLIAM M SLAY: IN TRUST AND CONFIDENCE, NEVERTHELESS, FOR THE USES AND PURPOSES hereinafter mentioned-- my farm in the Fifth Election District of Kent County, known as the "Swan Point Farm", now tenanted by Lawrence Stevens.

And my farm in the Seventh Election District of Kent County, known as

the "Quaker Neck Farm", now tenanted by James T. Browne.

I also give and bequeath to him one equal third part of my said personal estate of every discription, less the sum of Fourteen thousand and dollars (\$14,000.00) which said sum of fourteen thousand dollars is to be deducted from said third part and equally divided between my said daughter, Augusta E. Slay, and my daughter, Marianne H. Robers and her children, Richard H. Rogers and Mary Ingram Rogers; the one half part thereof to said Augusta E. Slay to be paid to her absolutely, and the other equal half part thereof to be held by said William M Slay, Trustee, upon the uses and trusts hereinbefore set out in the Sixth Item of my Will.

The two farms above mentioned are to be held and managed by said William M. Slay, Trustee, IN TRUST for the use and benefit of the five daughter of my deceased son; Richard D. Hynson; viz: Carolene , Helen , Eugenia , Alice , and Mary , share and share alike, until the youngest of said daughter shall arrive at the age of twenty five (25) years, when the TRUST as to the said farms, or the proceeds thereof, or either of them, should the same be sold and invested in other securities, real or personal, shall ceases and the said Trust Estate shall pass to and become the property of said five daughters, share and share alike, freed of this TRUST: the children of any of said daughters taking the share their parent would have taken if then living, freed of this TRUST.

In the meantime said five daughters shall be entitled to receive from the annual income of said two farms (or the proceeds thereof should the same be sold and the proceeds thereof be invested), and from all other property herein bequeathed to them by the Seventh and Eighth Items of this, my WILL, the sum of Three hundred and fifty dollars (\$350.00) each, and as much more of said incomes as, in the discretion of the said Trustee or his successor, may by reason of circumstances be necessary; said three hundred and fifty dollars, or more as the case may be, to be paid to them respectively in quarterly installments, and any surplus of income above the amount thus required from both real and personal estate devised for their use shall be invested by said Trustee for the use and benefit of said children, and paid to them, share and share alike, at the termination of said TRUST as herein provided.

The personal property bequeathed by this Seventh Item of my WILL to said William M. Slay, Trustee, shall also be held and administered by him for the equal use and benefit of the said five daughters of my said son, Richard D. Hynson, share and share alike, the income thereof to be paid to them in quarterly installments, as above provided.

Out of the last named one third of my personal property bequeathed in this Seventh Item of my WILL, after the deduction of said Fourteen Thousand dollars, it is my will that said William M. Slay shall pay to Emma A. Hynson, widow of my son, Richard D. Hynson the sum of Two thousand dollars (\$2000), and the balance I give to him IN TRUST to be administered by him for the equal use and benefit of said five daughters of my said son, Richard D. Hynson, share and share alike, as above provided; and as said daughters shall successively arrive at the age of twenty five years it is my will that they shall severally be entitled to receive from said Trustee, or his successor or successors in said TRUST, their equal distributive share of said personal Estate, freed of this TRUST: the children of any of said daughters to take the share that parent would have taken, if then living, freed of said TRUST: which several shares it shall be the duty of said Trustee, or his successor or successors of said TRUST, to pay over to them.

If at any time said Trustee shall deem it for the interest of the said cestuis que trustent to sell said two farms, or either of them, said sale shall be made upon a bill filed in the Circuit Court for Kent County in Equity, and upon proof satisfactory to said Court, and in the event of said sale, the proceeds shall be invested by said Trustee under the direction of said Court, either in other real estate, or in safe securities, as said Trustee may determine, subject to the approval of said Court, to be held subject to the TRUST above declared, the purchaser not to be liable for the application of the purchase money.

And as to the personal estate bequeathed under this Seventh Item of my WILL to the said William M. Slay, Trustee, I give to said Trustee full power to invest the same in good securities, real or personal and from time to time to change said investments at his discretion, so as to make the same productive, the purchaser not to be liable for the application of the purchase money.

In case of the death or disqualification of said William M. Slay, or his relinquishment of said TRUST or TRUSTS conferred on him by this WILL, or any of them, it is my will that the said TRUST or TRUSTS with all the rights, powers, responsibilities and duties thereof shall pass to and be exercised by my grand son, RICHARD H. ROGERS as the successor of said William M. Slay in said TRUST or TRUSTS.

Eighth Item.

THE REST AND RESIDUE of my estate, I give and devise equally, share and share alike, as follows, viz:

One third to said Augusta E. Slay, in fee simple as to the realty and absolutely as to the personalty, to be held as provided in the Fifth Item of this, my WILL.

One third to William M. Slay and his successor as Trustee IN TRUST for the use of the said Marianne H. Rogers and her children, precisely as provided in relation to the property, real and personal, devised and bequeathed by the Sixth Item of this, my WILL.

And the remaining third to said William M. Slay and his successor as Trustee for the use of the five daughters of my said son, Richard D. Hynson, precisely as provided in relation to the property, real and personal, devised and bequeathed to him IN TRUST for their use and benefit in the Seventh Item of this, my WILL.

LASTLY, I do hereby constitute William M. Slay and Richard H. Rogers to be the Executors of this, my LAST WILL and TESTAMENT, and request that the Orphans'

Court of Kent County will grant letters testamentary to them.

WITNESS my Hand and Seal this fifth (5) day of November, 1908.

Carolene L. Hynson (seal)

SIGNED, SEALED, PUBLISHED and DECLARED by the above-named Testatrix, CAROLENE L. HYNSON, as and for her LAST WILL and TESTAMENT; in our presence who, at her request, in her presence and in the presence of each other, have hereto set our names as Witnesses to her said LAST WILL and TESTAMENT.

Edgar P. Beck. H. R. Graham J. Houston Eccleston.

State of Maryland, Kent County, to wit:

On this 26th day of June 1917 then came Edgar P. Beck one of the subscribing witnesses to the within and foregoing WILL, before me, and made oath in due form of law that he did see Carolene L. Hynson, the Testatrix therein named, sign and seal this Will, and that he heard her publish, pronounce and declare the same to be her last Will and Testament. At the time of so doing he believed her to possess a sound disposing mind, memory and understanding, and that he with H. R. Graham and J. Houston Eccleston signed this Will as witnesses, at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before,

Robert R. Hill,
Register of Wills.

State of Maryland, Kent County, to wit:

On this 25th day of June 1917 then came H. R. Graham, one of the subscribing witnesses to the within and foregoing Will, before me, and made oath in due form of law that he did see Carolene L. Hynson, the Testatrix therein named, sign and seal this Will, and that he heard her publish, pronounce and declare the same to be her last Will and Testament. At the time of so doing he believed her to possess a sound disposing mind, memory and understanding, and that he with Edgar P. Beck and J. Houston Eccleston signed this Will as witnesses, at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before,

Robert R. Hill,
Register of Wills.

State of Maryland, Kent County, to wit:

On this 26th day of June 1917 personally appeared before me, James A. Pearce, Esq., and made oath in due form of law that he was well acquainted with J. Houston Eccleston, one of the witnesses to the last Will and Testament of Carolene L. Hynson, late of said county and state, deceased, that the said J. Houston Eccleston is now deceased, that he is familiar with the hand-writing of the said witness and that his signature to the said last will and testament is in the proper hand-writing, to the best of his knowledge and belief.

Sworn before,

Robert R. Hill,
Register of Wills.

I, Carolene L. Hynson, of Kent County, State of Maryland, having heretofore made my last will and testament dated the fifth day of November, in the year nineteen hundred and eight; which said last will and testament I now desire to alter as hereinafter expressed; now, therefore, I declare this to be a first Codicil to my said last Will and testament, as follows, to wit:

Item 1. If my daughter, Augusta E. Slay, shall fail to elect within six months from and after the date of my death to take the property devised and bequeathed to her in the Fourth Item of my said last will and testament at the valuation and under the conditions in said Fourth Item set forth, then in such case it is my wish and desire that my daughter, Marianne H. Rogers, and her two children, Richard Hynson Rogers and Mary Ingram Rogers, shall have the house and lot in Chestertown in which I reside, together with the stable and lot of land on which it stands, and all the household furniture therein including furnishings, (except such items as are otherwise disposed of by the written memorandum mentioned in the Third Item of my said last will and testament), and if the said Marianne H. Rogers, Richard Hynson Rogers and Mary Ingram Rogers will elect, within the time hereinafter mentioned, to take the said property at a valuation of Six Thousand Dollars (\$6000.00), I devise and bequeath the said property to the said Marianne H. Rogers, Richard Hynson Rogers and Mary Ingram Rogers in fee simple, and they, the said Marianne H. Rogers, Richard Hynson Rogers and Mary Ingram Rogers, shall be charged with the said sum of Six Thousand Dollars (\$6000.00) on account of their share of my estate; but if the said Marianne H. Rogers, Richard Hynson Rogers and Mary Ingram Rogers shall decline of fail, within six months from and after the time named above within which the said Augusta E. Slay is required to elect on her part, to elect to take the said property on the above conditions, then all the property devised and bequeathed in the said Fourth (4th) Item of my said last will and testament and in this Item of this Codicil shall go into the residue of my estate and be distributed as directed in the Eighth (8th) Item of my said last will and testament.

Item 2. Whereas a certain Agreement of Settlement was, in April 1908, made and entered into by William W. Beck and Lewin W. Wickes, Attorneys for the Administrator of Richard D. Hynson, deceased, William W. Beck and Lewin W. Wickes, Administrators of Richard D. Hynson, Lewin W. Wickes and William W. Beck, Attorneys for

Emma A. Hynson, John P. Poe and Hope H. Barroll, Attorneys for Augusta Slay and Carolene L. Hynson, William M. Slay and Augusta E. Slay, which said agreement was submitted to the Circuit Court for Kent County in Equity for approval and ratification in the case therein entitled (Carolene L. Hynson, surviving Executrix of Richard Hybson, and Carolene L. Hynson in her own right individually; vs. William W. Beck and Lewin W. Wiches, Administrators of Richard D. Hynson, deceased,) being cause No. 1653 in the said Court, and which said agreement, filed in said cause on May 8th, 1098 was, by the degree of said Court passed in the said cause on Jan. 2nd, 1909, ratified and confirmed; and whereas I am staisfied that the said agreement is just, fair and advantageous to the children of my dear son, Richard D. Hynson, and it is my desire that the said agreement be preserved and kept in its entirety and in full force and effect for all times; therefore, I will and direct that if the said children of my deceased son, Richard D. Hynson, that is to say;- Carolene M. Hynson, Helen E. Hynson, Eugenia G. Hynson, Alice D. Hunson and Mary R. Hynson of any of them, shall at any time institute any proceedings, action or suit, or take any steps, at law or in Equity, or shall cause any proceedings, action or suit to be instituted, or any steps to be taken, at law or in Equity, for the purpose of or with the view to annulling, setting aside or altering, in whole or in part, the above mentioned agreement, or shall institute or take or cause to be instituted or taken any proceedings, action or suit; at law or in Equity, the purpose, or effect of which may be to recover from my estate, or to make any claims against my estate for or on account of, any of the personal property, securities, evident of debt or effects, or the value of the same or any part thereof received by me under and by virtue of the Seventh (7th) Paragraph of the said Agreement, or shall file or cause to be filed and Caveatto my said last will and testament or to this Codicil, or shall take or institue or cause to be taken or instituted any proceedings, action or suit to contest or dispute the validity of my said last will and testament or this Codicil, then and in such case all the disposition, devises and bequests in my said last will and testament and in this Codicil, whether in trust or otherwise, to or in favor of such children or child, as the case may be, of my said son, Richard D. Hynson so instituting or taking or causing to be instituted or taken any of the proceedings, action, suit or steps above mentioned or filing or causing to be filed any Caveat as aforesaid are hereby fully and absolutely revoked and in that event I do hereby, give, devise and bequeath all the property and estate, real and personal, so forfeited and aforesaid by such children or child, as the case may be, as follows: that is to say; - one half thereof to my daughter, Augusta E. Slay, absolutely and in fee wimple, and onehalf thereof to William M. Slay, and his successor as Trustee in trust for the use of my daughter, Mariannè H. Rogers, and her children, Richard Hynson Rogers and Mary Ingram Rogers, upon the uses and trusts precisely as provided in relation to the property, real and personal, devised and bequeathed by the Sixth (6th) Item of my said last will and testament.

Item. 3. I hereby ratify and confirm my said last will and testament in all respects except so far as the same may be altered or modified by this Codicil.

In testimony whereof I have hereunto subscribed my name and affixed my seal this nineteenth day of May in the year nineteen hundred and ten:-

Carolene L. Hynson (seal)

Signed, sealed, published and declared by Carolene L. Hynson, the above named Testatrix, as and for a first Codicil to her said last will and testament in the presence of us, who, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

J. Houston Eccleston

Mary A. Davis

I hereby certify that I read this Codicil to my cousin Mrs. Caroline L. Hynson and she assured me that it was what she desired and intended and she then signed it in the presence of Miss Mary A. Davis and myself. Signed this 19th of May 1910.

J. Houston Eccleston.

State of Maryland, Kent County, to wit:

On this 26th, day of June, 1917, personally appeared before me James A. Pearce, Esq., and made oath in due form of law that he was well acquainted with J. Houston Eccleston and Mary A. Davis, witnesses to the First Codicil to the last will and testament of Carolene L. Hynson, late of said county and state, deceased, that both of the said witnesses are now deceased, that he is familiar with the handwriting of each of the said witnesses and that their respective signatures to the said first codicil are in their proper hand writing, to the best of his knowledge and belief.

Sworn before,

Robert R. Hill, Register of Wills.

Whereas, I, Carolgene L. Hynson of Kent County State of Maryland having heretofore made my last will and testament dated the fifth day of November in the year nineteen hundred and eight which last will and testament I desire to alter now, therefore I declare this to be a second Codicil to my said last will and testament, as follows, to wit:

As I realize more clearly as time goes by and circumstances change that my daughter Marianne H. Rogers, owing to her state of health and situation will require more to take care of her in comfort than she would, if less dependant upon others, and also that my grandchildren Richard Hynson Rogers and Mary Ingram Rogers will be at an age where they should be able to manage what property I leave them during their mother's life. I revoke the sixth item of my last will and testament, in which item I devised three farms and one third of my personal estate to William M. Slay in trust for the life of my said daughter Marianne. I also revoke that part of the seventh item of my said will in which I give to the said William M. Slay, one half of fourteen thousand dollars in trust; and I also revoke that part of the eighth item of my said last will and testament in which I give one third of the rest and residue of my estate to the said William M. Slay in trust during the life time of my said daughter Marianne H. Rogers.

I now dispose of the property described in the sixth item of my said will and that part of the seventh and eighth items of said will, revoked by the first item of this my second Codicil as follows:

I give and devise to my son-in-law William M. Slay my farm in the Sixth Election District of Kent County, known as the Fairlee Farm lately tenanted by William H. Colper, now tenanted by James B. Coleman.

Also one half of one equal third part of my personal estate of every description.

here Also one fourth of the fourteen thousand dollars described in the seventh item of my said last will and testament. Also one half of one third of the rest and residue of my estate, (as described in the eighth item of my said last will and testament); in trust nevertheless for the following uses and purposes, that is to say; in trust to hold, manage conduct or lease said real estate during the life of my daughter Marianne H. Rogers, and to invest said personal estate and to collect and receive the rents, issues and profits of said real estate and the income of said personal estate, and in further trust to pay over to the said Marianne H. Rogers, during her live the net rents, profits and income of the whole of said trust estate for her support and maintenance, the same to be paid into her own hands, semi-annually and not to any person or persons to whom the same or any part thereof may be assigned or transferred by her; but upon the death of the said Marianne H. Rogers, said trust shall cease and said real estate and said personal estate shall thereupon vest absolutely and equally in said Richard H. Rogers and Mary I. Rogers if they be then living and in their respective heirs, distributees and devisees, if either of them be then dead. If at any time said trustee should deem it for the interest of the cestus que trust to sell said real estate or any part thereof, such sales shall be made upon petition to the Circuit Court for Kent County in Equity, and upon proof satisfactory to the said Court, and in the event of any such sale the proceeds shall be invested by the said trustee under the direction of said Court, either in other real estate or in safe securities as the trustee may determine, subject to the approval of said Court, to be held subject to the trust above declared, without liability on the part of the purchaser for the application of the purchase money and as to all the said personal estate bequeathed in this Codicil in trust, I give to said trustee full power to invest the same in good securities, real or personal, and from time to time to change said investments at his discretion so as to make the same productive.

here 5 PM
Lib 8

I give and devise to my grand children Richard Hynson Rogers and Mary Ingram Rogers in fee simple, my farm in the Seventh Election District of Kent County known as the "Violet Farm now tenanted by Charles M. Browne, together with all the land on the public road now farmed with said "Violet" farm including the house and lot now tenanted by Owen Anderson.

Also my farm in the Fifth Election District of Kent County known as the "Simon Smith" Farm, now tenanted by J. Henry Thompson,

I also give and devise to said Richard Hynson Rogers and Mary Ingram Rogers, in equal shares, one half of one equal third part of my personal estate of every description.

I also give to them in equal shares one fourth of the fourteen thousand dollars described in the seventh item of my said last will and testament. Also one half of one third of the rest and residue of my estate, (as described and determined in the eighth item of my said last will and testament. If I have failed in my last will and testament to provide clearly and definitely for the sale of any of my real estate therein devise by me in trust. I hereby authorize the said trustee, (in the event that he should at any time deem a sale to be for the best interest of the cestuis que trust) to make sale of all or any part of the same, by proceeding in the same manner, and to hold and, invest the proceeds of the sale in the same manner as provided in this Codicil for sales of the trust estate named and without liability on the part, of the purchaser for the application of the purchase money.

In testimony whereof I have hereunto subscribed my name and affixed my seal this sixteenth day of September in the year nineteen hundred and ten.

Carolene L. Hynson (seal)

Signed, sealed, published and declared by Carolene L. Hynson, the above named Testatrix, as and for a second codicil to her said last will and testament in the presence of us, who, at her request and in her presence of each other, have hereunto subscribed our names as witnesses thereto.

Herbert E. Perkins

Mary A. Davis

State of Maryland, Kent County, Sct:

On this 26th day of June 1917 then came Herbert E. Perkins, one of the witnesses to the within Second Codicil to the foregoing last will and testament of Carolene L. Hynson, late of said county and state deceased. Before me, and made oath in due form of law, that he did see the Testatrix therein named, sign and seal this Second Codicil to her last will and that he heard her publish, pronounce the same to be her Second Codicil to her last will. At the time of so doing he believed her to possess a sound disposing mind, memory and understanding, and that he with Mary A. Davis, signed this Codicil as witnesses at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before.

Robert R. Hill,
Register of Wills.

State of Maryland, Kent County, to wit:

On this 26th day of June, 1917, personally appeared before me, James A. Pearce, Esq., and made oath in due form of law that he was well acquainted with Mary A. Davis, who is now deceased, one of the witnesses to the Second Codicil to the last will and testament of Carolene L. Hynson, late of Kent County, deceased, that he is familiar with the handwriting of the said witness and that the signature of the said witness to the said Codicil is in her the proper handwriting, to the best of his knowledge and belief.

Sworn before,

Robert R. Hill,
Register of Wills.

Whereas, I, Carolene L. Hynson, of Kent County Maryland have here before made my last will and testament dated November fifth nineteen hundred and eight, and have also made two codicils to said will, one dated May nineteenth nineteen hundred and ten, and the other dated September sixteenth nineteen hundred and ten, and now wish to make an addition to said will and codicils, now therefore I declare this instrument to be a third codicil of my said last will and testament, as follows, to wit:

Upon full consideration of the situation and circumstances of Mrs. Emma A. Hynson, widow of my deceased son Richard D. Hunson, and of her family of children, it is my wish to make some further independent provision for her comfort beyond that made for her children, and for this purpose I give and bequeath to William M. Slay, out of the residue of my estate, as described in Item Eight of my will and as mentioned in said codicil No. 2 relating to said residue, the sum of fourteen thousand dollars, in trust to invest the same in his discretion, and in further trust to pay over the interest to or income thereon, semiannually to said Emma A. Hynson, during her life, and in further trust upon the death of said Emma A. Hynson to pay over and distribute said principal sum of fourteen thousand dollars to the same persons and in the same manner and proportions as is provided for the disposition of the residue described and mentioned in my said will and in Codicil No. 2. The residue contemplated in said will and Codicil No. 2. will be much larger than the sum of fourteen thousand dollars, and the only effect I intend this Codicil to have upon the disposition of the surplus described in said will and Codicil No. 2. will be to defer the distribution of so much of the residue contemplated in said will and Codicil No. 2 in the manner thereby directed, until the death of said Emma A. Hynson.

In event that the residue of my estate should not prove to be adequate to provide the sum of Fourteen thousand dollars, it is my wish and I do hereby direct that any deficiency shall be supplied out of my whole estate, all other bequest and devises contributing ratably to make up such deficiency. In all other respects, except as herein provided, I hereby ratify and confirm my said will and the two codicils thereto.

Witness my hand and seal this twenty-seventh day of February nineteen hundred and fourteen.

Carolene L. Hynson (seal)

Signed, sealed, published and declared by Carolene L. Hynson the above named testatrix as and for a third codicil to her said last will and testament, in the presence of us, who at her request in her presence, and in the presence of each other, have hereto set our hands as witnesses.

Mary A. Davis

James A. Pearce.

State of Maryland, Kent County, Sct:

On this 26th day of June 1917 then came James A. Pearce, one of the subscribing witnesses to the third Codicil to the last will and testament of Carolene L. Hynson, late of Kent County, deceased, before me, and made oath in due form of law, that he did see the said Carolene L. Hynson, late of Kent County, deceased, the Testatrix therein named, sign and seal this Codicil, and that he heard her publish, pronounce and declare the same to be her Third Codicil.

At the time of so doing he believe her to possess a sound disposing mind, memory and understanding, and that he with Mary A. Davis signed this Third Codicil as witnesses, at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before,

Robert R. Hill,
Register of Wills.

State of Maryland, Kent County, to wit:-

On this 26th day of June, 1917, personally appeared before me, James A. Pearce, Esq., and made oath in due form of law that he was well acquainted with Mary A. Davis, a witness to the Third Codicil to the last will and testament of Carolene L. Hynson, late of the said county and state, deceased, that the said Mary A. Davis is now deceased, that he is familiar with the handwriting of the said witness and that her signature to the said Codicil is in the proper hand-writing, to the best of his knowledge and belief.

Sworn before,

Robert R. Hill,
Register of Wills.

Whereas, I, Carolene L. Hynson of Kent County Maryland have heretofore made my last will and testament dated November fifth nineteen hundred and eight and have also since made three Codicils thereto, dated respectively May 19th 1910, September 16th 1910, and February 27th 1914, and now wish to alter some of the provisions made in said will and codicils, now therefore I declare this to be a fourth codicil to my said last will and

testament, as follows:

(1) Whereas in the seventh item of my said will I directed William M. Slay the Trustee therein named to pay to Emma A. Hynson, widow of my son Richard D. Hynson, the sum of Two thousand dollars, out of the one third of my personal property last named in said seventh item of said will and whereas I have since making said will, made in said third codicil further provisions for said Emma A. Hynson ample under all circumstances for her comfort, I now revoke said bequest of two thousand dollars to her and the direction to said Trustee to pay the said sum to her.

(2) And whereas also in said item seven of said will I provided that upon the death or disqualification of William M. Slay, the Trustee named in said will or upon his relinquishment of any or all of the trust conderred on him by said will, that the said trust should pass to and be exercised by my grand son Richard H. Rogers as successor to said William M. Slay; and whereas my grand son is himself interested in certain of said trusts, I have determined that it would not be wise for him to act in such dual capacity, and I therefore now revoke so much of item no. 7 of said will as constitutes my said grand son Richard H. Rogers, successor in said trust to said William M. Slay, deeming it wise, should the necessity arise to leave the appointment of such successor to the discretion of the Court of Equity.

(3) Whereas I have recently furnished my grand son Richard H. Rogers, the sum of six thousand five hundred dollars for the purpose of a lot and the erection of a dwelling thereon for him in Chestertown and for which he now holds a deed in fee, and whereas it is just and proper that the sum should be taken and considered as part of the one third part of my personal estate given for the benefit of my daughter, Marian H. Rogers- and after her death to her two children, Mary Ingram Henry formerly Mary Ingram Rogers and Richard H. Rogers, now therefore I direct that said six thousand five hundred dollars shall be deducted from said last mentioned one third part of my personal estate and shall be distributed as part of the final rest and residue of my estate in the manner procided therefore in and by my said will and codicils thereto.

In all other respects except as herein provided, I hereby ratify and confirm my said will and three codicils thereto.

Witness my hand and seal this twenty first day of July nineteen hundred and fourteen.

Carolene L. Hynson (seal)

Signed, sealed, published and declared by Carolene L. Hynson, the above named Testatrix, as and for a Fourth Codicil to her said last will and testament, in the presence of us, who at her request, and in her presence, and in the presence of each other have hereto set our hands as witnesses, the words "Richard H. Rogers" being first interlined above.

Mary A. Davis

James A. Pearce

State of Maryland, Kent County, Sct:

On this 26th day of June 1917 then came James A. Pearce, one of the witnesses to the Fourth Codicil to the last will and testament of Carolene L. Hynson, late of said county and state, deceased, and made oath in due form of law, that he did see the said Carolene L. Hynson, deceased the Testatrix therein named, sign and seal this codicil and that he heard her publish, pronounce the same to be her fourth codicil to her last will, at the time of so doing he believe her to possess a sound disposing mind, memory, and understanding, and that he with Mary A. Davis signed this Codicil as witnesses, at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before,

Robert R. Hill,
Register of Wills.

State of Maryland, Kent County, to wit:

On this 26th day of June, 1917, personally appeared before me, James A. Pearce, Esq., and made oath in due form of law that he was well acquainted with Mary A. Davis, who is now deceased, one of the witnesses to the fourth codicil to the last will and codicil of Carolene L. Hynson, late of said county and state, deceased, that he is familiar with the handwriting of the said witness and that her signature to the said fourth codicil is in her proper hand writing.

Sworn before,

Robert R. Hill,
Register of Wills.

Whereas I, Carolene L. Hynson, of Kent County Maryland, have heretofore made my last will and testament, dated November 5th 1908, and have since made four Codicils thereto, dated respectively May 19th 1910, September 16th 1910, February 27th and July 21st 1914. And whereas I now find it necessary to erect additional buildings upon a part of my Swan Point farm mentioned in item seven of my said will, in order to provide for its profitable renting as separate parcels. Now therefore I declare this to be a fifth codicil to my said last will and testament.

Whereas I am about to contract for the erection of buildings upon the uper part of said Swan Point farm and for the necessary fencing and other expense to be incurred in so dividing said farm into two parcels, aggregating as estimanted, at Four thousand five hundred dollars; and whereas said improvements will inure exclusively to the benefit of the five daughters of my deceased son, Richard D. Hynson, for whose use and benefit the whole of said Swan Point farm is by the seventh item of my said will devised to William M. Slay as Trustee until the youngest of said daughters reaches the age of twenty five;

Now therefore I direct that the cost of said buildings and improvements, when erected and completed, not exceeding however the sum of Four thousand five hundred dollars shall be charged to said five daughters and be accepted by them as so much of their share of the residue of my estate as provided in the eighth item of my last will and testament. I direct that the exact sum so to be charged, not exceeding however, four thousand five hundred dollars, shall be ascertained and fixed by the production of the vouchers of the cost of said buildings and improvements by William M. Slay who will control and direct the same.

I hereby ratify and confirm said last will and testament (as altered and conformed by said four codicils, except as further altered by this fifth codicil thereto.

In testimony whereof I have hereunto subscribed my name and affixed my seal this third day of August nineteen hundred and sixteen.

Carolene L. Hynson (seal)

Signed, sealed, published and declared by Carolene L. Hynson, the above named Testatrix, as and for a Fifth Codicil to her said last will and testament, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

Kate E. Perkins.

Mary Tilghman.

James A. Pearce.

State of Maryland, Kent County, Sct:

On the 26th day of June 1917 came William S. Slay and in the presence of Almighty God solemnly declared that he doth not know of any Will or Codicil of Carolene L. Hynson, late of said county, deceased, other than the above Instrument of Writing. and that he received the same from the Testatrix on or about the eighth day of August 1916.

Sworn to before me.

Robert R. Hill, Register of Wills.

State of Maryland, Kent County, to wit:

On this 26th day of June 1917 then came James A. Pearce, one of the witnesses of the Fifth Codicil to the Last Will and Testament of Carolene L. Hynson, deceased, late of said county and state, before me, and made oath in due form of law, that he did see Carolene L. Hynson, deceased, the Testatrix therein named, sign and seal this codicil, and that he heard her publish, pronounce, and declare the same to be her fifth codicil. At the time of so doing he believed her to possess a sound disposing mind, memory and understanding, and that he wilt Kate E. Perkins and Mary Tilghman signed this codicil as witnesses, at the request and in the presence of the Testatrix and in the presence of each other.

Sworn before,

Robert R. Hill, Register of Wills.

IN THE ORPHANS' COURT FOR KENT COUNTY, MARYLAND.

The Court having acrewfully examined the above last Will and Testament and five codicils thereto of Carolene L. Hynson, late of Kent County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 3rd day of July 1917 that the same be admitted to probate in this Court as the true and genuine last Will and Testament of the said Carolene L. Hynson, deceased.

John H. Simperts ' Judges of
J. Henry Thompson ' the Orphans'
Edward A. Scott ' Court for
Kent County,
Md.

STATE OF MARYLAND, KENT COUNTY. Sct:

The subscriber, Register of Wills, in and for Kent County, doth hereby certify that the foregoing is a true copy of the Last Will and Testament and Five Codicils of Carolene L. Hynson, late of Kent County, deceased as the same remains on file and of record in my office.

Orphans'
Court
Seal.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix to seal of my office this third day of June in the year of our Lord One thousand nine hundred and eighteen.

ROBERT R. HILL
Register of Wills.

DECREE

Filed March 20, 1962

Wm. M. Slay, Trustee
et al

vs.

Marionne H. Rogers, et
al

In the Circuit Court for
Kent County
In Equity No. 2068

To the Honorable, the Judges of said Court:

The Third Report of Wm. M. Slay, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 27th day of June, 1919 to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record a weekly newspaper printed and published in Queen Anne's County, in the State of Maryland, for four successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in the town of Centreville in said Queen Anne's County, State of Maryland, on the 22nd day of July 1919 at 11.15 o'clock, A.M. and then and there offered at public sale said property in manner following: that is to say, he offered

All that farm or tract of land situated in the First Election District of Queen Anne's County on the south side of the Public Road leading from Ingleside to Keen's Cross Roads and two and one half miles from the former place, and containing 145 acres, 2 roods and 22 perches of land, more or less, and receiving as the highest offer the sum of Fifty Two Hundred and Twenty Five Dollars (\$5225.00) which was not considered satisfactory he withdrew it and announced that the same could be purchased from him at private sale. Not having received a subsequent offer equal to one named above until August 1920 although due diligence was made to sell, the Trustee finally on the 30th day of August, 1920 sold the same to Chas. B. Thompson for the sum of Fifty Two Hundred and fifty dollars (\$5250.00) the highest offer at any time received. The sum of Seven Hundred and Ninety Dollars (\$790.00), has been paid in cash and a note payable sixty days from date has been taken, which price your Trustee thinks a satisfactory compliance with the terms of the sale.

Wm. M. SLAY
Trustee.

State of Maryland, County of Kent, to wit:

I hereby certify that on the 7th day of Sept, 1920, before me, the subscriber, a Clerk Circuit Court of the State of Maryland in and for Kent County aforesaid, personally appeared Wm. M. Slay, and made oath in due form of law that the matters stated in the foregoing report of sale are true to the best of his knowledge and belief.

A. PARKS RASIN, Clerk

ORDER NISI

Filed March 20, 1962

ORDER NISI

Wm. M. Slay, Trustee
etc., et al

VERSUS

Marianne H. Rogers,
et al

Wm. M. SLAY ATTORNEY

IN THE

CIRCUIT COURT FOR KENT COUNTY

IN EQUITY

No. 2068

ORDERED, this 7th day of Sept 1920, by the Circuit Court for Kent County in Equity, that the sale of the real estate mentioned in these proceedings made and reported by Wm. M. Slay, Trustee, under and by virtue of a decree of Court passed June 27 - 1919 be Ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of Nov next;- PROVIDED, a copy of this Order be inserted in some newspaper printed and published in Kent county, once in each of four successive weeks before the 7th day of Oct nest.

The Report states the amount of Sales, to be \$5250.00

A. PARKS RASIN CLERK.

True Copy,

TEST: _____ CLERK.

Wm. M. Slay, Attorney.

ORDER NISI

In The Circuit Court For Kent County
In Equity No. 2068

WM.M. SLAY etc., et al

versus

MARIANNE H. ROGERS et al

ORDERED, this 7th day of September, 1920, by the Circuit Court for Kent County in Equity, that the sale of the real estate mentioned in these proceedings made and reported by Wm. M. Slay, Trustee, under and by virtue of a Decree of Court passed June 27, 1919 be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of November next:-PROVIDED, a copy of this Order be inserted in some newspaper printed and published in Kent County once in each of four successive weeks before the 7th day of October next.

The Report states the amount of Sales to be \$5,250.00.

TEST:-

A. PARKS RASIN, Clerk.
A. PARKS RASIN, Clerk.

THIS IS TO CERTIFY, That the annexed advertisement was inserted in The Enterprise, a newspaper printed and published in Kent County, Maryland, once in each of Four successive weeks before the Seventh day of October, 1920.

L. BATES RUSSELL
Publisher.

Nov. 20/20 19

PRINTER'S CERTIFICATE AND FINAL
RATIFICATION OF SALE

Filed March 20, 1962

Final Order of Ratification of Sale.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of Nov. 1920, that the sale made and reported by the trustee aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the ORDER NISI passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

LEWIN W. WICKES

Filed Nov. 22 - 1920

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing are true copies of the Bill of Complaint, Plaintiff's Exhibits A & B, Report of Sale, Order Nisi, Printer's Certificate, Final Ratification of Sale & Decree in the above entitled case.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Kent County and State aforesaid, this 19th. day of March, 1962.

W. HENRY GSELL, Clerk.

Filed March 20, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-ninth day of May in the year nineteen hundred and sixty-two, the following ORDER TO DOCKET SUIT was filed for record, to wit:

JAMES E. THOMPSON, JR.,
Assignee for the Purpose of
Collection by Foreclosure or
otherwise
117 Lawyers Row
Centreville, Maryland

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IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

LILLIE J. FORD, wodow
Centreville, Maryland

In Equity No. 4464

ORDER TO DOCKET SUIT

TO T. SORDEN PIPPIN, CLERK

MR. CLERK:

Please docket suit for the forexlosure of the following two mortgages.

1. Mortgage from Lillie J. Ford to Charles I. Boyle, dated October 4, 1949, in Liber N.B.W. , No. 4, folio 196, a Land Record Book for Queen Anne's County, said Mortgage having been assigned by the said Charles I. Boyle to W. Marvin Barton and W. Edward Barton, Co-partners, T/A Barton Brothers by assignment dated May 22, 1951, recorded May 22, 1951, in Liber N.B.W., No. 4, folio 198, a Land Record Book for Queen Anne's County, Maryland, and the undivided one-half interest of the said W. Marvin Barton, late of Queen Anne's County having been assigned by the Executors of his Last Will and Testament pursuant to the Order of Distribution in the Estate of William Marvin Barton filed and passed by the Orphans' Court for Queen Anne's County to Elizabeth Thorington Barton, by Assignment dated May 24th, 1962;

2. Mortgage from Lillie J. Ford, widow, to William Marvin Barton and William Edward Barton, dated January 26th, 1956, recorded January 27, 1956 in Liber T.S.P. No. 26, folio 217, a Land Record Book for Queen Anne's County, and the undivided one-half interest of the said W. Marvin Barton, late of Queen Anne's County having been assigned by the Executors of his Last Will and Testament pursuant to the Order of Distribution in the Estate of William Marvin Barton filed and passed by the Orphans' Court for Queen Anne's County to Elizabeth Thorington Barton by assignment dated May 24th, 1962;

Both of the aforesaid Mortgages having thereafter been duly assigned to James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise; default having occurred in the terms and provisions of said mortgages by non-payment of both principal and interest; and file in said cause a certified copy of each of the aforesaid mortgages and the respective assignments above referred to marked Assignee's Exhibits Nos. 1 and 2.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise

MILITARY AFFIDAVIT

Filed May 29, 1962

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY that on this 29th day of May, 1962, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared James E. Thompson, Jr., Assignee for the purpose of Collection by Foreclosure of Otherwise, and made oath in due form of law that after diligent inquiry it has been found that Lillie J. Ford, Centreville, Maryland, who is the present owner of the real estate mantioned in the Mortgages hereinabove referred to, is not now in the military service of the United States as defined by the Soldiers and Sailors Relief Act, nor has she been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

BEVERLY C. LARRIMORE
Notary Public

Filed May 29, 1962

ASSIGNEE'S EXHIBIT NO. 1
Filed May 29, 1962

.....
#28,071 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of October, in the year nineteen hundred and forty nine, the following Mortgage was brought to be recorded, to wit:-

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed JPS 10/4/49

This Mortgage, Made this fourth day of October, in the year nineteen hundred and forty-nine, by Lillie J. Ford, widow-lady, "Mortgagor", of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Lillie J. Ford has borrowed from Charles I. Boyle, of Queen Anne, Queen Anne's County, Maryland, as represented by her promissory note bearing even date herewith, the full sum of One Thousand Dollars (\$1,000.00), to be repaid, with interest semi-annually at the rate of five per cent per annum at the expiration of three years from the date of these presents, to secure the payment of which sum with interest as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said Lillie J. Ford, widow-lady, does hereby grant and convey unto the said Charles I. Boyle, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame two story dwelling house and other buildings located on the west side of Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, having a frontage on said Commerce Street of 46 feet, more or less, and a depth of 169 feet back to the property formerly occupied by A. R. Weedon, bounded on the north by the property of the M. P. Parsonage, and bounded on the south by the property formerly of Minnie A. West, now the property of Alice Carter.

Being the same and all the property conveyed unto Thomas P. Jump (brother of Lillie J. Ford) by Henrietta Dukes by deed dated March 5th, 1898, and recorded in Liber W.H.C. No..7, folio 350; and being the same property divided unto the said Lillie J. Ford by the last will and testament of the said Thomas P. Jump, dated March 13th, 1899, and certified copy thereof filed May 1st, 1900 in Queen Anne's County in the office of the Register of Wills and now of record among the Will Records of said County in Liber F.R. #2, folio 163.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale herein after expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, shall well and truly pay to the said Mortgagee, his executors, administrators or assigns, the aforesaid sum of One Thousand Dollar (\$1,000.00), and the interest to accrue thereon, when and as the same shall become due and payable, as above set forth, and shall perform all the covenants, conditions and agreements therein on her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagor her heirs and assigns shall possess said property.

AND the said Mortgagor, for herself and for her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mortgagee, his exedutors, administrators or assigns, or JOHN PALMER SMITH their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient for cash, or for credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mortgagor, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, his executors, administrators, or assigns, or JOHN PALMER SMITH, their said attorney, shall not be required to receive and accept the principal and interest of

said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertising, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagor, for herself and for her heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the Mortgagor.

Witness to the mark of Lillie J. Ford: LILLIE X J. FORD (SEAL)
her
mark
Lillie J. Ford

L. H. MEREDITH
L. H. Meredith

TEST: J. WEST THOMPSON, Jr.
J. West Thompson, Jr.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of October, 1949, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lillie J. Ford, widow-lady, to me personally known, and known to me to be the person executing the above mortgage, and she acknowledged the foregoing Mortgage to be her act and deed. And at the same time also before me personally appeared Charles I. Boyle, Mortgagee, and made oath in due form of law that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Notary
Public
Seal.

J. WEST THOMPSON, JR.
J. West Thompson, Jr.
Notary Public.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 22nd. day of May, in the year nineteen hundred and fifty one, the following Assignment was brought to be recorded, to wit:

That for and in consideration of the sum of ONE THOUSAND AND THIRTY ONE DOLLARS AND SIXTY SEVEN CENTS (\$1,31.67), the amount of the principal mortgage indebtedness and interest to this date, I hereby assign the within and foregoing mortgage to W. Marvin Barton and W. Edward Barton, Co-Partners trading as Barton Brothers.

Witness my hand and seal this 22nd. day of May, 1951.

Witness: CHAS. I. BOYLE (SEAL)
Chas. I. Boyle

RICHARD T. EARLE
Richard T. Earle

Re-59715 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 29th. day of May, 1962, the following Assignments were brought to be recorded, to wit:

IN CONFORMITY with the Order of Distribution in the Estate of W. Marvin Barton, late of Queen Anne's County, filed and passed by the Orphan's Court of Queen Anne's County, the undersigned being the Executors of W. Marvin Barton, deceased, do hereby assign the $\frac{1}{2}$ undivided interest of the said W. Marvin Barton in and to the within mortgage to Elizabeth Thorington Barton.

CARRIED FORWARD TO FOLIO 602 in this Liber.

Lillie J. Ford) Mortgage recorded in this Liber on folios 196, etc.
to)
Charles I. Boyle) Cons. \$1000.00

WITNESS OUR HANDS AND SEALS THIS 24th. day of May, 1962.

WITNESS:

BEVERLY C. LARRIMORE

ELIZABETH THORINGTON BARTON (SEAL)
Elizabeth Thorington Barton

BEVERLY C. LARRIMORE

J. HALL BARTON (SEAL)
J. Hall Barton

BEVERLY C. LARRIMORE

JAMES E. THOMPSON JR. (SEAL)
James E. Thompson, Jr.
Executors under the Last Will and Testament of W. Marvin Barton, deceased.

FOR COLLECTION by foreclosure or otherwise, WE, hereby assign the within and foregoing mortgage to James E. Thompson, Jr.

WITNESS our hands and seals this 24th day of May, 1962.

WITNESS:

BEVERLY C. LARRIMORE

W. EDWARD BARTON (SEAL)
W. Edward Barton

BEVERLY C. LARRIMOREELIZABETH THORINGTON BARTON (SEAL)
Elizabeth Thorington Barton

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. No. 4, folio 196, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 29th day of May in the year nineteen hundred and sixty-two.

T. SORDEN PIPPIN

Clerk

Filed May 29, 1962

ASSIGNEES EXHIBIT NO. 2

Filed May 29, 1962

#37,021

LIBER 26 PAGE 217

RECEIVED FOR RECORD Jan. 27, 1956

THIS SECOND MORTGAGE, Made this 26th day of January in the year nineteen hundred and fifty-six by and between Lillie J. Ford, widow, of Centreville, Queen Anne's County, Maryland, MORTGAGOR, and William Marvin Barton and William Edward Barton, both of Centreville, Queen Anne's County, Maryland, MORTGAGEES;

WHEREAS, the said Lillie J. Ford has borrowed from the said William Marvin Barton and William Edward Barton, as represented by her promissory note bearing even date herewith, the full sum of Two Thousand Eight Hundred Forty-One Dollars and Ninety Cents (\$2,841.90). to be re-paid, with interest at the rate of 5% per annum, at the expiration of six (6) months from the date of these presents, to secure the payment of which sum with interest as aforesaid these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Lillie J. Ford, widow, does hereby grant and convey unto the said William Marvin Barton and William Edward Barton as tenants in common, in equal shares, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame two story dwelling house and other buildings, located on the west side of Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, having a frontage on said Commerce Street of 46 feet, more or less, and a depth of 169 feet back to the property formerly occupied by A. R. Weedon, bounded on the north by the property of the M. P. Parsonage, and bounded on the south by the property formerly of Minnie A. West, now the property of Alice Carter,

Being the same and all the property conveyed unto Thomas P. Jump (brother of Lillie J. Ford) by Henrietta Dukes by deed dated March 5th 1898, and recorded in Liber W.H.C. No. 7, Folio 350; and being the same property devised unto the said Lillie J. Ford by the last will and testament of the said Thomas P. Jump, dated March 13th, 1899, and certified copy thereof filed May 1st, 1900 in Queen Anne's County in the office of the Register of Wills and now of record among the Will Records of said County in Liber F.R. #2, Folio 163.

Two-Two Dollar Twenty Cent
Recordation Tax Stamps
Endorsed JET 1/27/58

TOGETHER with buildings and improvements thereupon 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 any wise appertaining.

PROVIDED, that if the Mortgagor her heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees, their successors, executors, administrators or assigns, the aforesaid sum of Two Thousand Eight Hundred Forty-One Dollars and Ninety Cents (\$2,841.90) and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on her part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagor heirs and assigns, shall possess said property.

AND the Mortgagor for herself and for her heirs, executors, administrators and assigns hereby covenant with the Mortgagees, their successors, executors, administrators and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, their successors, executors, administrators or assigns, and to have the said policy or policies

so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of all moneys secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, their successors, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, their successors, executors, administrators or assigns, or James E. Thompson, Jr., their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

FIRST, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for County, in Equity, and a fee of \$100.00 Dollars;

SECOND, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

THIRD, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, their successors, executors, administrators or assigns, or James E. Thompson, Jr., their said Attorney, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof; unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagor for herself and for her heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagor, for herself and for her heirs, executors, administrators and assigns will warrant generally the property conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

TEST: to the mark of Lillie J. Ford

ROBERT T. NEWELL

JAMES H. BARTON JR.

her
LILLIE J. FORD (SEAL)
 X
 mark
 Lillie J. Ford

STATE OF MARYLAND :

to wit:

County of QUEEN ANNE'S:

I HEREBY CERTIFY that on this 26th day of January, in the year one thousand nine hundred and fifty-six before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lillie J. Ford, widow, and she acknowledged the foregoing MORTGAGE to be her act.

AND at the same time also personally appeared William Edward Barton, one of the Mortgagees and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

Notary
 Public
 Seal.

ROBERT T. NEWELL Notary Public

Re-59715

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Ninth day of May, in the year nineteen hundred and sixty two, the following Assignments were brought to be recorded, to wit:

IN CONFORMITY with the Order of Distribution in the Estate of W. Marvin Barton, late of Queen Anne's County, filed and passed by the Orphans' Court of

Queen Anne's County, the undersigned being the Executors of W. Marvin Barton, deceased, do hereby assign the $\frac{1}{2}$ undivided interest of the said W. Marvin Barton in and to the within mortgage to Elizabeth Thorington Barton.

WITNESS our hands and seals this 24th day of May, 1962.

WITNESS:

BEVERLY C. LARRIMORE

ELIZABETH THORINGTON BARTON (SEAL)
Elizabeth Thorington Barton

BEVERLY C. LARRIMORE

J. HALL BARTON (SEAL)
J. Hall Barton

JAMES E. THOMPSON JR. (SEAL)
James E. Thompson Jr.
Executors under the Last Will and Testament of W. Marvin Barton, deceased.

FOR COLLECTION by foreclosure or otherwise, we hereby assign the within and foregoing mortgage to James E. Thompson, Jr.

WITNESS our hands and seals this 24th. day of May, 1962.

WITNESS:

BEVERLY C. LARRIMORE

W. EDWARD BARTON (SEAL)
W. Edward Barton

BEVERLY C. LARRIMORE

ELIZABETH THORINGTON BARTON (SEAL)
Elizabeth Thorington Barton

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 26, folio 217, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 29th day of May in the year nineteen hundred and sixty-two.

Circuit
Court
Seal

T. SORDEN PIPPIN
Clerk

Filed May 29, 1962

CERTIFIED COPY OF BOND

Filed May 29, 1962

Queen Anne's County, to wit: Be it remembered that on this Twenty-ninth day of May in the year nineteen hundred and sixty-two, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS:

That we, James E. Thompson, Jr., of 117 Lawyer's Row, Centreville, Maryland, as PRINCIPAL, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND (\$4,000.00) Dollars, to be paid to the State of Maryland or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of May, in the year of our Lord one thousand nine hundred and sixty-two.

Whereas, the above bounden James E. Thompson, Jr., by virtue of the power contained in two mortgages from Lillie J. Ford, widow-lady, (1) to Charles I. Boyle, bearing date October 4, 1949, said mortgage assigned to W. Marvin Barton and W. Edward Barton, co-partners, trading as Barton Brothers on May 22, 1951; said mortgage (as to 1/2 interest therein) assigned unto Elizabeth T. Barton, by the executors under the Will of W. Marvin Barton, deceased, on May 24, 1962; AND (2) second mortgage from Lillie J. Ford to Wm. Marvin Barton and W. Edward Barton on June 26, 1956, said second mortgage (as to 1/2 interest) assigned to Elizabeth T. Barton by the executors under the Will of Wm. Marvin Barton, deceased, on May 24, 1962, and recorded among the mortgage records of Queen Anne's County in Liber N.B.W. No. 4, Folio 196 & 198, and in Liber T.S.P. No. 26, Folio 217, respectively, Land Record Books of Queen Anne's County, and duly assigned by Deed of Assignment, dated May 24, 1962, and docketed at the foot of said mortgages to James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise and the said James E. Thompson, Jr. is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden James E. Thompson, Jr. and shall well and truly and faithfully perform the trust reposed in him under the mortgages aforesaid, and shall abide by and fulfill any orders

or decrees which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden James E. Thompson, Jr. has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

JAMES E. THOMPSON, JR (SEAL)
James E. Thompson, Jr.

BEVERLY C. LARRIMORE

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

Witness:

BEVERLY C. LARRIMORE
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact
Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed May 29, 1962

T. SORDEN PIPPIN Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 141, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF. I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 29th day of May, in the year nineteen hundred and sixty-two.

Circuit
Court
Seal

T. SORDEN PIPPIN
Clerk

STATEMENT OF MORTGAGE DEBT

Filed June 26, 1962

JAMES E. THOMPSON, JR.
Assignee, et al,

Vs.

LILLIE J. FORD, widow

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IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
In Equity No. 4464

STATEMENT OF MORTGAGE DEBT

Balance of principal on first mortgage -----	\$ 1,031.67
Interest on first mortgage from January 26, 1956 to June 26, 1962 -----	\$ 330.95
Interest for 60 days from date of sale in accordance with Article 66, Section 7(a), Annotated Code of Maryland -----	\$ 8.58
Balance of principal on second mortgage -----	\$ 2,841.90
Interest on second mortgage from January 26, 1956 to June 26, 1962 -----	\$ 911.77
Interest for 60 days from date of sale in accordance with Article 66, Section 7(a), Annotated Code of Maryland -----	\$ 23.68
Mortgagees claime the collowing sums for expenses incurred in the payment of taxes, incurance and for preservation of property	
June 4, 1958, town taxes -----	\$ 29.96
June 17, 1958, Freestate Agency, insurance -----	\$ 18.20
December 31, 1958, State and County Taxes -----	\$ 57.78
May 25, 1959, town taxes -----	\$ 28.79
July 31, 1959, Freestate Agency, insurance -----	\$ 17.40
April 10, 1961, 1959 and 1960 State and County Taxes -----	\$ 125.10
May 1st, 1961, 1960 and 1961 town taxes -----	\$ 69.17
May 1st, 1961, Freestate Agency, insurance -----	\$ 14.40
December 31, 1961, 1961 State and County taxes -----	\$ 59.11
May 26, 1962, Freestate Agency, insurance -----	\$ 15.00
June 1st, 1962, plywood to place over windows in order to keep out vandals -----	\$ 4.48
TOTAL AMOUNT DUE UNDER SAID MORTGAGES -----	\$ 5,587.94

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY) TO WIT:

I HEREBY CERTIFY that on this 26th day of June, 1962, before me, the subscri-

ber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James R. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, and made oath in due form of law that the foregoing is a true statement of the Mortgage Debt due from Lillie J. Ford, widow, as Mortgagor, under the Mortgage mentioned in the said statement to the best of his knowledge and belief.

WITNESS my hand and seal.

Notary
Public
Seal.

BEVERLY C. LARRIMORE
Notary Public

My commission expires: May 6, 1963.

Filed June 26, 1962

REPORT OF SALE

Filed June 26, 1962

JAMES E. THOMPSON, JR.,
Assignee, et al

vs.

LILLIE J. FORD, widow

* IN THE CIRCUIT COURT FOR
*
* QUEEN ANNE'S COUNTY
*
* In Equity No. 4464
*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, unto your Honors, respectfully sets forth:

That default having occurred in the terms of the following two mortgages: (1) Mortgage dated October 4th, 1949, from Lillie J. Ford, widow, to Charles I Boyle, recorded October 4th, 1949, in Liber N.B.W. No. 4, folio 196, a Land Record Book for Queen Anne's County, and the assignments appearing thereon, and (2) second mortgage from Lillie J. Ford, widow, to William Marvin Barton and William Edward Barton, dated January 26, 1956, recorded January 27, 1956, in Liber T.S.P. No. 26, folio 217, a Land Record Book for Queen Anne's County, and the assignments appearing thereon; both mortgages having been duly assigned to James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise, by Assignment (1) dated May 24th, 1962, recorded May 29, 1962, in Liber N.B.W., No. 4, folio 198, etc.; and (2) dated May 24th, 1962, recorded May 29th, 1962, in Liber T.S.P. No. 26, folio 219, etc., Land Record Book for Queen Anne's County, Maryland, the undersigned Assignee, after docketing suit for foreclosure, and advertising the mortgaged real estate for sale in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before June 26th, 1962, in accordance with a Certificate of Advertisement attached hereto as a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety thereon approved by the Clerk of this Honorable Court, did attend in front of the premises, 210 South Commerce Street, Centreville, Queen Anne's County, Maryland, on Tuesday, June 26, 1962, at 10:00 o'clock, A.M. (D.S.T.), and, after reading the attached advertisement and having the auctioneer, William J. Barcus, Jr., cry the sale for a considerable length of time, did sell unto William Edward Barton, Centreville, Maryland, at and for the sum of \$3,500.00, the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame two-story dwelling house and other building, located on the west side of Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, having a frontage on said Commerce Street of 46 feet, more or less, and depth of 169 feet back to the property formerly occupied by A.R. Weedon, bounded on the north by the property of the M. P. Parsonage, and bounded on the south by the property formerly of Minnie A. West, now the property of Alice Carter.

BEING the same and all the property conveyed unto Thomas P. Jump (brother of Lillie J. Ford) by Henrietta Dukes by Deed dated March 5th, 1898, and recorded in Liber W.H.C., No. 7, folio 350; and being the same property devised unto the said Lillie J. Ford by the last will and testament of the said Thomas P. Jump, dated March 13th, 1899, and certified copy there filed May 1st, 1900, in Queen Anne's County in the Office of the Register of Wills and now of record among the Will Records of said County in Liber F.R., No. 2, folio 163.

The purchaser has paid to your Assignee the sum of One Thousand Dollars (\$1,000.00) pursuant to the advertised terms of sale and it is believed that he will comply with the other terms of sale upon ratification of the sale by this Court.

The Report states the amount of the sale to be Three Thousand Five Hundred Dollars (\$3,500.00) and your Assignee believes said sale to have been fairly made and that said price is the best price obtainable for said property.

Respectfully submitted,,

JAMES E. THOMPSON, JR.
James E. Thompson, Jr., Assignee
for the Purpose of Collection by
Foreclosure or Otherwise

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY that on this 26 day of June, 1962, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr. Assignee of the aforesaid Mortgage for the Purpose of Collection by foreclosure or otherwise, and did make oath in due form of law that the matter and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

Circuit
Court
Seal

T. SORDEN PIPPIN
T. Sorden Pippin
Clerk of the Circuit Court for
Queen Anne's County

Filed June 26, 1962

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed June 26, 1962

ATTORNEY'S SALE OF
VALUABLE REAL ESTATE

situated at 210 South Commerce Street in the Town of Centreville, Queen Anne's County, Maryland.

The undersigned attorney, Assignee for the purpose of Foreclosure under and by virtue of assignments in the following two mortgages: (1) Mortgage dated October 4th, 1949, from Lillie J. Ford, widow, to Charles I. Boyle, recorded October 4th, 1949, in Liber N.B.W. No. 4, folio 196, a Land Record Book for Queen Anne's County, and the assignments appearing thereon, and (2) second mortgage, from Lillie J. Ford, widow, to William Marvin Barton and William Edward Barton, dated January 27, 1956, recorded January 27th, 1956, in Liber T.SP. No. 26, folio 217, a Land Record Book for Queen Anne's County, and assignments appearing thereon, both of said mortgages being now in default by non-payment of principal and interest, will offer at public sale to the highest bidder in front of the premises, 210 South Commerce Street, Centreville, Queen Anne's County, Maryland on

TUESDAY, JUNE 26th, 1962

at 10:00 o'clock A. M. (Daylight Saving Time), the following described property, to wit:

ALL that lot or parcel of land, improved by a frame two-story dwelling house and other buildings, located on the west side of Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, having a frontage on said Commerce Street of 46 feet, more or less, and a depth of 169 feet back to the property formerly occupied by A. R. Weedon, bounded on the north by the property of the M. P. Parsonage, and bounded on the south by the property formerly of Minnie A. West, now the property of Alice Carter.

BEING the same and all the property conveyed unto Thomas P. Jump (brother of Lillie J. Ford) by Henrietta Dukes by deed dated March 5th, 1898, and recoded in Liber W.H.C. No. 7, folio 350; and being the same property devised unto the said Lillie J. Ford by the last will and testament of the said Thomas P. Jump, dated March 13th, 1899, and certified copy thereof filed May 1st, 1900, in Queen Anne's County in the Office of the Register of Wills and now of record among the Will Records of said County in Liber F.R., No. 2, folio 163.

The above described property is improved by a two-story frame dwelling house, containing 3 rooms and kitchen on the first floor, 3 large and 1 small bedrooms and bath on the second floor. One small outbuilding.

TERMS OF SALE: \$1,000.00 of the purchase money will be required in cash on the day of sale. The balance to be payable in cash upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity; said balance to bear interest at the rate of 6% per annum from date of sale, or all cash on day of sale at the option of the purchaser. Taxes and other public charges will be adjusted to the day of sale, and all title papers, deed, and revenue stamps to be at purchaser's expense. Possession will be given upon final ratification of the sale and payment of the purchase price in full.

JAMES E. THOMPSON, JR.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise.

WILLIAM J. BARCUS, JR., Auctioneer.

ANNE'S RECORD-OBSERVER

Centreville, Md., June 26, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Real Estate in the case/estate of JAMES E. THOMPSON, Jr. ASSIGNEE, vs. LILLIE J. FORD, widow a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published

at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of May 1962, and the last insertion on the 21st day of June, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

ORDER NISI ON SALE

James E. Thompson, Jr., Assignee for
the purpose of collection by Fore-
closure or otherwise

vs.

Lillie J. Ford, widow

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Cause No. 4464

ORDERED, this 26th day of June, 1962, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee for the Purpose of collection by foreclosure or otherwise on or after the 27th. day of July, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th. day of July, 1962.

The report states the amount of sales to be \$3,500.00.

T. SORDEN PIPPIN Clerk

Filed June 26, 1962

PETITION FOR SUBSTITUTION OF PURCHASER

Filed July 30, 1962

JAMES E. THOMPSON, JR.
assignee,

vs.

LILLIE J. FORD, widow

* IN THE CIRCUIT COURT FOR
*
* QUEEN ANNE'S COUNTY
*
* In Equity No. 4464
*

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William Edward Barton, respectfully shows:

1. That at public auction sale of the property mentioned in these proceedings, held on June 26, 1962, your petitioner purchased said property at and for the sum of \$3,500.00, which sale has been duly reported to this Court by James E. Thompson, Jr., Assignee, for ratification, subject to the issuance of Order Nisi thereon.

2. That your Petitioner desires to have the following persons substituted as purchasers for said property:

Bernard A. Dadds and Emily Ann Dadds, his wife,

WHEREFORE your Petitioner prays this Court may pass an appropriate Order in the premises.

AND as in duty bound, etc.

WILLIAM EDWARD BARTON
William Edward Barton

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY that on this 30th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Edward Barton, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

BEVERLY C. LARRIMORE
Notary Public

My Commission Expires: May 6, 1963.

Filed July 30, 1962

CONSENT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

We, the undersigned, Bernard A. Dadds and Emily Ann Dadds, his wife, hereby request that we be substituted as purchasers of the Lillie J. Ford Property, as tenants by the entireties, and consent to the passage of the appended Order substituting the following persons as purchasers of said property:

Bernard A. Dadds and Emily Ann Dadds, his wife,
as tenants by the entireties

BERNARD A. DADDS
Bernard A. Dadds

EMILY ANN DADDS
Emily Ann Dadds

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY that on this 30th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bernard A. Dadds and Emily Ann Dadds, his wife, and they made oath in due form of law that the matters and facts set forth in the foregoing Consent are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

BEVERLY C. LARRIMORE
Notary Public

My Commission Expires: May 6, 1962

Filed July 30, 1962

ORDER OF COURT

Filed July 30, 1962

ORDER OF COURT

Upon the foregoing Petition, Affidavits, and Consent, it is this 30 day of July, 1962, by the Circuit Court for Queen Anne's County, in Equity No. 4464, in the above matter

ORDERED that Bernard A. Dadds and Emily Ann Dadds, his wife, be substituted as purchasers of the Lillie J. Ford Property in these proceedings in the place and stead of William Edward Barton.

GEORGE B. RASIN, JR.
Judge

Filed July 30, 1962

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

Filed July 30, 1962

ORDER NISI ON SALE

James E. Thompson, Jr., Assignee
for the purpose of collection by
foreclosure or otherwise

vs.

Lillie J. Ford, widow

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4464

ORDERED, this 26th day of June 1962, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, for the purpose of collection by foreclosure or otherwise, be ratified and confirmed, on or after the 27th day of July, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks, before the 20th day of July 1962.

The report states the amount of sales to be \$3,500.00.

T. SORDEN PIPPIN, Clerk

Filed: June 26, 1962
 True Copy
 Test:

T. SORDEN PIPPIN, Clerk.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 30, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY a body corporate, does hereby certify that the ORDER NISI in the case/estate of Lillie J. Ford a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of June 1962 and the last insertion on the 12th day of July, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed July 30, 1962

FINAL ORDER OF RATIFICATION OF SALE

Filed July 30, 1962

JAMES E. THOMPSON, JR.
 Assignee

vs.

LILLIE J. FORD, widow

* IN THE CIRCUIT COURT FOR
 *
 * QUEEN ANNE'S COUNTY
 *
 * In Equity No. 4464
 *

FINAL ORDER OF RATIFICATION OF SALE

ORDERED this 30th day of July, 1962, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made by James E. Thompson, Jr., Assignee, in this cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been duly given as required by the preceding order nisi heretofore passed in this cause; that the proceedings in the above entitled cause be forthwith referred to the regular auditor of this Court to state an audit of the proceeds of said sale; and that James E. Thompson, Jr., Assignee, is allowed the usual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefor before the auditor, and the Assignee is authorized and directed to convey said property to the substituted purchasers.

GEORGE B. RASIN, JR.
 JUDGE

Filed July 30, 1962

AUDIT

Filed Aug. 1, 1962

James E. Thompson, Jr.,
 Assignee

vs.

Lillie J. Ford, widow

In The Circuit Court For
 Queen Anne's County In
 Equity No. 4464

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of James E. Thompson, Jr., Assignee (and Vendor) of the mortgages foreclosed in this cause.
2. That in the within account, the said vendor is charged with the proceeds of sale, per his report filed in this cause, and with interest on the unpaid portion of the sale price, per his statement, and thereafter, allowed the following expenses, to wit: his fee for his services, his commissions for making said sale, his costs for having assignments of said mortgages to him recorded, the same being for the purpose of foreclosure, the court costs, the bond premium on the corporate surety bond filed in this cause, the fee the auctioneer, the advertising costs of the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, his sale of state and county, town and water and sewer charges for the year 1962, the fee of your auditor for stating this account, and the balance was directed to be distributed to the said Vendor as a partial payment on said indebtedness, wherein it was further directed that the said Vendor should make division of the same to the two tenants in common of the same.
3. The net proceeds, after deductions of the above expenses, was in the sum of \$2816.35, and the same was directed to be credited as a partial payment on the total mortgages indebtedness of \$5587.94 per statement of debt filed in this cause, whereby it appears that the first mortgage indebtedness is paid in full, but leaving a deficiency in the sum of \$2771.59.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 1, 1962

Filed Aug. 1, 1962

Cause No. 4464

The proceeds of the sale of real estate reported in this cause, in account with James E. Thompson, Jr., Assignee of the mortgages foreclosed in these proceedings (and vendor of said land)

Cr.

1962

June 26	By proceeds of the sale of said land, per report of said vendor, to wit:	\$3,500.00	
	By interest on the unpaid portion of purchase price, per settlement sheet of vendor, to wit:-----		12.50
	By gross proceeds of said sale, to wit:-----		\$3,512.50

Dr.

To James E. Thompson, Jr., Assignee, (and vendor), per terms of mortgages as follows, to wit:			
1-His fee for his services, per Second Mts.-----	\$100.00		
2-His commissions for making sale -----	325.00	\$425.00	
To do., for an amount due Clerk of this Court, per statement of same exhibited, to wit:			
1-Costs of T. Sorden Pippin, Clerk -----	\$ 37.20		
2-Appearance fee of Jas. E. Thompson, Jr. Atty-----	10.00	47.20	
To do., for an amount paid Dorothy E. Connolly, Agent, for the premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit:-----			16.00
To do., for an amount paid Queen Anne's Record- Observer, per its' receipts for same exhibited, to wit:			
1-Costs of publishing notice of sale -----	\$ 64.00		
2-Costs of publishing order nisi of sale -----	14.00	78.00	
To do., for an amount paid Wm. J. Barcus, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:-----			35.00
To do., for an amount paid T. Sorden Pippin, Clerk for recording assignment of mortgages to Assignee for purposes of foreclosure, per receipt for same exhibited, to wit:-----			3.00
To do., for an amount allowed Vendor, per settlement sheet, to wit:			
1-His share of 1962 State and County taxes in total sum of \$56.21 -----	\$ 28.10		
2-His share of 1962 Town of Centreville taxes in total sum of \$19.47 -----	9.73		
3-His share of 1962 Town of Centreville water and sewer charges in total sum of \$12.24 -----	6.12	43.95	
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----			12.00
To J. Thomas Clark, Auditor, for stating this audit, the sum of -----			36.00
To James E. Thompson, Jr., Assignee, as a partial payment due under the terms of the two mortgages foreclosed in this cause, as per terms of said mortgages, per statement of mortgage debt filed in this cause in the sum of \$5,587.94, the balance to be distributed as follows to the tenants in common owners, to wit: to W. Edward Barton or William Edward Barton, one half of said balance or the sum of \$1,408.18, and to Elizabeth Thorington Barton, one half of said balance or the sum of \$1,408.17, said balance to be credited as a partial payment on said total mortgage indebtedness, or the sum of			2816.35
		\$3512.50	\$3,512.50

August 1, 1962

Filed Aug. 1, 1962

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT

Filed August 1, 1962

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr.,
Assignee

VS.

Lillie J. Ford, widow

)
)
(
)
)

In the Circuit Court

For Queen Anne's County

In Equity

Cause No. 4464

ORDERED, this 1st day of August, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th day of August, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 17th. say of August, 1962.

T. SORDEN PIPPIN Clerk

Filed August 1, 1962

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT

Filed Sept. 5, 1962

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr.,
Assignee

vs

Lillie J. Ford, Widow

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4464

ORDERED, this 1st day of August, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th day of August, 1962, unless cause to the contrary thereof, be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 17th day of August, 1962.

T. SORDEN PIPPIN, Clerk

Filed: August 1, 1962

True Copy

Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 9-4-62, 19

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of James E. Thompson vs Lillie J. Ford, Widow a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 17th day of August, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of August, 1962, and the last insertion on the 16th day of August, 1962.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Sept. 5, 1962

RATIFICATION OF AUDIT

Filed Sept. 7, 1962

JAMES E. THOMPSON, JR.
Assignee

vs.

LILLIE J. FORD, widow

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4464

RATIFICATION OF AUDIT

ORDERED this 7th day of September, 1962, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to

to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

THOS J. KEATING, JR.

JUDGE

Filed Sept. 7, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fifth day of October, in the year nineteen hundred and sixty-one, the following BILL OF COMPLAINT was filed for record, to wit:-

ISABEL NEWNAM and	:	
WILLIAM C. NEWNAM, her husband,	:	
Chestertown, Maryland;	:	
REBA R. LOWERY, her husband,	:	
Chestertown, Maryland	:	
Plaintiffs	:	
	:	
VS.	:	
	:	
ISABEL ROE, widow,	:	IN THE
Eastern Shore State Hospital,	:	
Cambridge, Maryland;	:	CIRCUIT COURT
JOHN CLAUDE LOWERY and	:	
LOIS B. LOWERY, his wife,	:	FOR
Chester, Maryland;	:	
JOHN CLAUDE LOWERY, JR., infant	:	QUEEN ANNE'S COUNTY
Chester, Maryland;	:	
SHARON LYNN LOWERY, infant	:	IN EQUITY
Chester, Maryland;	:	
ISABEL C. EWING and	:	CAUSE NO. <u>4422</u>
JAMES F. EWING, her husband,	:	
Chester, Maryland;	:	
DIANE NACRELLI, infant,	:	
Chester, Maryland;	:	
CLAUDIA EWING, infant,	:	
Chester, Maryland;	:	
JAMES F. EWING, JR., infant,	:	
Chester, Maryland;	:	
ELIZABETH EWING, infant,	:	
Chester, Maryland	:	
Defendants	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That John P. Roe, late of Queen Anne's County, State of Maryland, departed this life on August 5, 1935, seized and possessed of the following described real estate, to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the Town of Stevensville, on Kent Island, in Queen Anne's County, Maryland, and described as follows, to wit: Firstly, all that lot of land improved by a store house and vacant land in rear of same, situate on Kent Island, in said County, in the village of Stevensville, on the east or right side of the public road leading through said village to Love Point, and bounded on the west by said public road, on the north by the private road leading therefrom into the Samuel Ringfold or Stevens Home Farm, on the east by said Home Farm, and on the south by the property of Susan L. V. Wallis formerly Swartz and the Dr. Lewis Property now owned by said Charles Percy Kemp, containing one-half of an acre of land, more or less.

BEING the same lot of land as that described in the Deed from P. B. Hopper and M. B. Bordley, trustees of William Denny Insolvent to the said Charles Percy Kemp, dated July 13th, 1898, and recorded in Liber W.H.C. No. 8, Folios 251 etc. one of the Land Record Books for Queen Anne's County, Maryland.

Secondly, all that lot of land with dwelling house and other improvements thereon, situate, lying and being in Stevensville, on Kent Island, in Queen Anne's County aforesaid, on the east side of the Main Road or street running through said town from Kent Point to Love Point, and bounded as follows, beginning at the northwest corner of the lot formerly owned by Benjamin F. Brown, at the main road or street and running parallel with said main road or street in a northerly direction twenty one and two third yards intersecting what is known as the Odd Fellows Lodge, thence easterly parallel with said Odd Fellows Lodge Lot seventy two and two third yards intersecting the lot formerly owned by H. A. and W. C. Legg, thence in a southerly direction parallel with said last mentioned lot twenty one and two third yards intersecting the said property or lot formerly owned by Benjamin F. Brown, thence westerly parallel with the line of said Brown lot to the place of beginning, seventy two and two thirds yards, and also all that lot of land situate, lying and being in Stevensville on Kent Island in said County and State, and on the main road or street running through said town and known as the Lodge Property, adjoining the lands of Dr. William Denny and others having a width on said Main Street of about sixty feet and a depth of about three hundred and thirty feet, the said last two lots, pieces or parcels of ground are the same lots, pieces or parcels of ground which were conveyed to the said Charles Percy Kemp, by the Queen Anne's National Bank of Centreville, a body corporate, in the deed dated February 17th, 1896, and recorded in Liber W.H.C. No. 4, Folios 231 etc. one of the Land Record Books for Queen Anne's County, Maryland; the land intended to be conveyed in this deed comprises all of the land conveyed unto the said Charles Percy Kemp in two deeds above referred to excepting from the operation of this deed the land heretofore sold by the said Charles Percy Kemp and conveyed to John F. Ruth, in the deed dated April 23rd, 1910 and recorded in Liber S.S. No. 7, Folios 549 etc. one of the Land Record Books for Queen Anne's County, Maryland, to which deed especial reference is hereby made for an accurate description of the land sold off by the said Charles Percy Kemp to John F. Ruth, which was once a part of the land embraced in the deed from The Queen Anne's National Bank of Centreville, a body corporate to the said Charles Percy Kemp, dated Feb. 17th, 1896, and recorded in Liber W.H.C. No. 4 Folios 231 etc. one of the Land Record Books for Queen Anne's County, Maryland, which was conveyed unto him by deed from Charles Percy Kemp, dated

August 4, 1921 and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 7 Folio 256; a certified copy of which is filed herewith as a part hereof and marked "Exhibit A."

2. That the said John P. Row left a Last Will and Testament dated August 29, 1934, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 Folio 528, by which he devised said real estate unto his wife, Isabel Roe, (who survives and is a party Defendant in this cause) for life, and after her death, to his daughter, Isabel Newnam, (who survives and is a party Plaintiff in this cause) for life, and after her death to her children (of which Isabel Newnam has had none) living at the time of her death, any deceased child, or children to take its parent's share, but should the said Isabel Newnam die without issue living at the time of her death, then to Reba Roe Lowery (who survives and is a party Plaintiff in this cause) for life and after her death, the remainder to the children of Reba Roe Lowery living at the time of her death, and deceased child, or children to take its parent's share; a certified copy of which Last Will and Testament and probate thereof, marked "Exhibit B" is filed herewith as a part hereof.

3. That your Orators are advised that as parties in interest in said land they are entitled to make application to this Honorable Court pursuant to the provisions of Section 167 of Article 16 of the Annotated Code of Maryland (1957 Edition), if all the parties in being are parties to this proceeding, for a decree for a sale of said land, if it shall appear to be advantageous to the parties concerned.

4. That all parties in being, who would be entitled to the above-mentioned land to be sold if the contingences had happened at the date of the decree, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

a. Isabel Newnam, one of your Orators, is the same Isabel Newnam named in Item 5 of the said Last Will and Testament of John P. Roe, deceased, and William C. Newnam, another of your Orators is her husband, both of whom are adults.

b. Reba R. Lowery, one of your Orators, is the same Reba Roe Lowery named in Item 5 of said Last Will and Testament of John P. Roe, deceased, and Claude Lowery, another of your Orators is her husband, both of whom are adults.

c. Isabel Roe, one of the Defendants, is the same Isabel Roe named as life tenant in Item 1 of said Last Will and Testament of John P. Roe, deceased, is an adult and is presently confined in the Eastern Shore State Hospital as a person non compos mentis.

d. John Claude Lowery, one of the Defendants, is the only son of Reba R. Lowery, and Lois B. Lowery, another of the Defendants, is his wife, both of whom are adults.

e. John Claude Lowery, Jr., and Sharon Lynn Lowery, two of the Defendants, are the only children of John Claude Lowery, both of whom are infants.

f. Isabel C. Ewing, one of the Defendants, is the only daughter of Reba R. Lowery, and James F. Ewing, another of the Defendants, is her husband, both of whom are adults.

g. Diane Nacrelli, Claudia Ewing, James F. Ewing, Jr. and Elizabeth Ewing, four of the Defendants, are the only children of Isabel C. Ewing, all of whom are infants.

4. That a sale of said real estate appears to be advantageous to the parties concerned, because the buildings are in such a state of disrepair that they cannot be rented and the costly repairs and improvements needed at this time would be all out of proportion to the increased value of the real estate or the rentals from the same which could be obtained in the community of Stevensville.

TO THE END THEREFORE:

1. That the said real estate may be sold, and the proceeds of sale invested as the Court, shall direct, so as to inure in like manner as by the original devise to the use of the same parties who would be entitled to the land sold.

2. That your Orators may have such other and further relief in the premises as their case may require.

AND as in duty bound, etc.

CLAYTON C. CARTER

Clayton C. Carter, Attorney for
Plaintiffs 111 Lawyers Row, Centre-
ville, Maryland Telephone: 368

Filed Oct. 25, 1961

EXHIBIT A

Filed Dec. 19, 1961

.....

#8741. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of August, in the year nineteen hundred and twenty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 4th. day of August, in the year nineteen hundred and twenty one, by Charles Percy Kemp, M.D. of Baltimore City, in the State of Maryland, (single man)

WITNESSETH that in consideration of the sum of Two thousand seven hundred and fifty dollars, the receipt whereof is hereby acknowledged, the said Charles Percy Kemp, M.D. (single Man) does hereby grant and convey unto John P. Roe of Queen Anne's County, in the State of Maryland, in fee simple, all those lots pieces or parcels of ground, situate, lying and being in the town of Stevensville, on Kent Island, in Queen Anne's County, Maryland, and described as follows, to wit: firstly, all that lot of land improved by a store house and vacant land in rear of same, situate on Kent Island, in said county, in the village of Stevensville, on the east or right side of the public road leading through said village to Love Point, and bounded on the west by said public road, on the north by the private road leading therefrom into the Samuel Ringgold or Stevens Home Farm, on the east by said Home Farm, and on the south by the property of Susan L. V. Wallis formerly Swartz and the Dr. Lewis Property now owned by said Charles Percy Kemp, containing one-half of an acre of land more or less, and being the same lot of land as that described in the deed from P. B. Hopper and M.B. Bordley, trustees of William Denny Insolvent, to the said Charles Percy Kemp, dated July 13th. 1898, and recorded in Liber W.H.C. No. 8, folios 251 etc. one of the land record books for Queen Anne's County, Maryland. Secondly, all that lot of land with dwelling house and other improvements thereon, situate, lying and being in Stevensville, on Kent Island, in Queen Anne's County aforesaid, on the east side of the Main road or street running through said town from Kent Point to Love Point, and bounded as follows, beginning at the northwest corner of the lot formerly owned by Benjamin F. Brown, at the main road or street and running parallel with said main road or street in a northerly direction twenty one and two third yards intersecting what is known as the Odd Fellows Lodge, thence easterly parrallel with said Odd Fellows Lodge Lot seventy two and two third yards intersecting the lot formerly owned by H. A. and W. C. Legg, thence in a southerly direction parallel with said last mentioned lot twenty one and two third yards intersecting the said property or lot formerly owned by Benjamin F. Brown, thence westerly parallel with the line of said Brown lot to the place of beginning, seventy two and two third yards, and also all that lot of land situate, lying and being in Stevensville on Kent Island in said County and State, and on the main road or street running through said town and known as the Lodge Property, adjoining the lands of Dr. William Denny and others having a width on said Main street of about sixty feet, and a depth of about three hundred and thirty feet, the said last two lots, pieces or parcels of ground are the same lots, pieces or parcels of ground which were conveyed to the said Charles Percy Kemp, by the Queen Anne's National Bank of Centreville, a body corporate, in the deed dated February 17th. 1896, and recorded in Liber W.H.C. No. 4, folios 231 etc. one of the land record books for Queen Anne's County, Maryland; the land intended to be conveyed in this deed comprises all of the land conveyed unto the said Charles Percy Kemp in the two deeds above referred to excepting from the operation of this deed the land heretofore sold by the said Charles Percy Kemp and conveyed to John F. Ruth, in the deed dated April 23rd. 1910, and recorded in Liber S.S. No. 7, folios 549 etc. one of the land record books for Queen Anne's County, Maryland, to which deed especial reference is hereby made for an accurate description of land sold off by the said Charles Percy Kemp to John F. Ruth, which was once a part of the land embranced in the deed from The Queen Anne's National Bank of Centreville, a body corporate to the said Charles Percy Kemp, dated Feb. 17th. 1896, and recorded in Liber W.H.C. No. 4, folios 231 etc. one of the land record books for Queen Anne's County, Maryland.

Together with the buildings and improvements thereupon, and all the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. And the said Charles Percy Kemp covenants that he will warrant generally and specially the property hereby granted and conveyed and that he will execute such further and other assurances of title thereto as may now be or hereafter become necessary or requisite.

Witness my hand and seal.

TEST: R. Claude Parr.

Charles Percy Kemp, Sr. (SEAL)

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 4th. day of August, in the year nineteen hundred and twenty one, before me, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, legally and duly commissioned and qualified, personally appeared Charles Percy Kemp, (single man) and acknowledged the foregoing deed to be his act and deed.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Notary
Public
Seal.

R. Claude Parr.
Notary Public

Three One dollar Stamps,
Internal Revenue, endorsed:
CPK Sr. 8/4/21

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.F.R. No. 7, folio 256, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 25th day of October in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN

Clerk

EXHIBIT B

Filed Oct. 25, 1963

I, John P. Roe, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

ITEM 1. I give, devise and bequeath unto my dear wife, Isabel Roe, all of my property, real, personal and mixed, for and during her natural life and no longer.

ITEM 2. After the death of my wife, Isabel Roe, I devise the farm and tract of land on Kent Island, in the Fourth Election District of Queen Anne's County, whereon my daughter, Reba Roe Lowery, and her husband now reside, known as the "Dr. Lewis Farm", and which was conveyed to me by the Queen Anne's National Bank of Centreville (or after my death should I survive my said wife) to my daughter, Reba Roe Lowery, for and during her natural life and no longer and from and after her death to her children living at the time of her death, any child or children of a deceased child to take its parent's share.

ITEM 3. I give and bequeath unto my grand daughter, Isabel Cook Lowery, to take effect after the death of my wife, Isabel Roe, one thousand dollars to be used for her education.

ITEM 4. I give and bequeath unto my grand son, John Claude Lowery, to take effect after the death of my wife, Isabel Roe, one thousand dollars to be used for his education.

ITEM 5. I give and devise unto my daughter, Isabel Newnam, from and after the death of my said wife, for and during her natural life and no longer the lot of land improved by the dwelling house where I now reside, in Stevensville, Maryland, and which was purchased by me from Dr. C. Percy Kemp, and from and after her death to her children living at the time of her death, any deceased child or children to take its parent's share, but should she die without issue living at the time of her death, to Reba Roe Lowery for and during her natural life and no longer and from and after the death of Reba Roe Lowery to the children of Reba Roe Lowery living at the time of her death, any deceased child or children to take its parent's share.

ITEM 6. I give and devise unto my daughter, Isabel Roe Newnam, the land, consisting of several lots improved by two frame dwelling houses situated at Love Point, on Kent Island, and which was conveyed to me by Thomas J. Keating, Jr., Assignee of Mortgage, from and after the death of my said wife, absolutely and in fee simple.

ITEM 7. I give and bequeath unto my daughter, Isabel Newnam, from and after the death of my said wife, the mortgage and the money secured by the mortgage to me from William R. Brown and Ruth Brown, his wife, on what is known as "The Old Chester River Steam Boat Wharf Property" absolutely and in fee simple.

ITEM 8. All the rest, residue and remainder of my property, real personal and mixed, from and after the death of my said wife, I give, devise and bequeath unto my daughter, Reba Lowery, absolutely.

ITEM 9. I nominate and appoint Claude Lowery, Jr., and William C. Newnam to be the executors of this my last will and testament and request that they be excused from furnishing bond as such executors.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this 29th day of August in the year nineteen hundred and thirty four.

JOHN P. ROE (SEL)

Signed, sealed, published and declared by the above named testator, John P. Roe, as and for his last will and testament in our presence, who, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

John C. Norris

J Fred Carter

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 20th day of August A.D., 1935, came Claude Lowery, Custodian of the within and foregoing instrument of writing, purporting to be the last Will and Testament of John P. Roe, late of Queen Anne's County, deceased and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hand of Mrs. John P. Roe, widow of the deceased on or about the 20th day of August A.D., 1935.

Sworn before

Norman S. Dudley
Register of Wills of Queen Anne's
County, Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 20th day of August 1935, came John C. Norris and J. Fred Carter of Queen Anne's County, State of Maryland subscribing witnesses to the foregoing last Will and Testament of John P. Roe, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with each other subscribe their names as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.
Test:

Norman S. Dudley
Register of Wills of Queen
Anne's County, Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of John P. Roe, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 20th day of August, A.D., 1935, that the same be admitted in this Court as the true and genuine last Will and Testament of the said John P. Roe deceased.

Henry H. Evans

J. W. Stack

Palmer C. Pippin
Judges of the Orphans' Court
of Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of JOHM P. ROE, late of Queen Anne's County, deceased, as filed and passed in this office on August 20, 1935 and recorded in Liber W.T.B. No. 3 Folio 528, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Orphans'
Court
Seal

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 24th day of October 1961.

E. CLYDE WALLS
Register of Wills for Queen
Anne's County, Maryland

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

Circuit
Court
Seal

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Isabel Roe, widow,
Eastern Shore State Hospital
Cambridge, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland, Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Telephone: 368

And on the back of the foregoing Summons is the following endorsements:

** See below

Witnessed 2:35 p.m. Mary Barnes L.P.N.

Dorothy Handley L.P.N.

Summon and copy of summons - Subpoena, Bill of complained-Servied on DR. Longley Sup. Easter Shore State Hosp. Also-Servied on Isabel Roe this date- Oct. 27 1961

C. C. CREIGHTON

Sheriff

Per _____

*** Received 27 day of October, 1961
and forthwith delivered to Sheriff
of Dorchester County
Test: Philip L. Cannon, Clerk

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

Circuit
Court
Seal

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO John Claude Lowery, Jr., infant,
Chester, Maryland

GREETING:

We commend and enjoin you that you do within the time limited bylaw, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland. Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or toher defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complaint(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T. SORDEN PIPPIN , Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

AND on the back of the foregoing instrument is the following endorsement, to wit:

JOHN CLAUDE LOWERY, JR., infant, served this 30th day of October, 1961, by delivering a copy of Summons to him and leaving with him a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with his parents, John Claude and Lois B. Lowery.

FRANK Y WHITELEY

Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

Circuit
Court
Seal

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Sharon Lynn Lowery, infant,
Chester, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland; Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T. SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

And on the back of the foregoing instrument is the following endorsement, to wit:

SHARON LYNN LOWERY, infant, served this 30th day OF October, 1961, by delivering a copy of Summons to her and leaving with her a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with her parents, John Claude and Lois B. Lowery.

FRANK Y WHITELEY
Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO John Claude Lowery and Lois B. Lowery, his wife,
Chester, Md.

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland, and Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T. SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

And on the back of the foregoing instrument is the following endorsement, to wit:

JOHN CLAUDE LOWERY and LOIS B. LOWERY,
his wife, served this 30th day of October, 1961, by
delivering a copy of Summons to each of them
and leaving with each of them a copy of the Bill
of Complaint.

FRANK Y WHITELEY
Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO Claudia Ewing, infant,
Chester, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland and Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T. SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

And on the back of the foregoing instrument is the following endorsement, to wit:

CLAUDIA EWING, infant, served this 28th day of October, 1961, by delivering a copy of Summons to her and leaving with her a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with her parents, Isabel C. and James F. Ewing.

FRANK Y WHITELEY
Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO Isabel C. Ewing and James F. Ewing,
her husband,

GREETING:

that you

We commend and enjoin you/do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland, Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

T. SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

And on the back of the foregoing instrument is the following endorsement, to wit:

ISABEL C. EWING and JAMES F. EWING served this 28th day of October, 1961, by delivering a copy of Summons to each of them and leaving with each of them a copy of the Bill of Complaint.

FRANK Y WHITELEY
Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO Diane Nacrelli, infant,
Chester, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isavel Newnam and William C. Newnam, her husband Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st, day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

T. SORDEN PIPPIN, Clerk

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

And at the foot of the foregoing instrument is the following endorsement, to wit:-

DIANE NACRELLI served this 28th day of October, 1961, by delivering a copy of Summons to her and leaving with her a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with her parent, Isabel C. Ewing, and step father, James F. Ewing.

FRANK Y. WHITELEY
Sheriff

SUMMONS AND RETURN

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO Elizabeth Ewing, infant,
Chester, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabel Newnam and William C. Newnam, her husband, Chestertown, Maryland and Reba R. Lowery and Claude Lowery her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st, day of May, 1961.

Issued the 25th. day of October, 1961.

TO THE DEFENDANT(S):

You are required to file you answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone: 368

T. SORDEN PIPPIN, Clerk

And on the back of the foregoing instruemtn is the following endorsement, to wit:

ELIZABETH EWING, infant, served this 28th day of October, 1961, by delivering a copy of the Summons to her and leaving with her a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with her parents, Isabel C. and James F. Ewing.

FRANK Y WHITELEY
Sheriff

SUMMONS AND RETURNED

Filed Oct. 31, 1961

(EQUITY SUMMONS)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit
Court
Seal

TO James F. Ewing, Jr., infant,
Chester, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited, by law, beginning on the first Monday of November next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Isabet Newnam and William C. Newnam, her husband, Chestertown, Maryland, adn Reba R. Lowery and Claude Lowery, her husband, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 1st day of May, 1961.

Issued the 25th day of October, 1961.

TO THE DEFENDANT (S):

You are required to file answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named in not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confessa against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Clayton C. Carter
111 Lawyers Row
Address Centreville, Maryland
Phone : 368

T. Sorden Pippin Clerk

JAMES F. EWING, JR., infant served this 28th day of October, 1961, by delivering a copy of Summons to him and leaving with him a copy of the Bill of Complaint; a copy of Summons and of the Bill of Complaint also left with his parents, Isabel C. and James F. Ewing.

Frank Y. Whiteley
Sheriff

PETITION FOR GUARDIAN AD LITEM

Filed November 27, 1961.

ISABEL NEWNAM ET AL.	:	IN THE CIRCUIT COURT
	:	
VS	:	FOR
	:	QUEEN ANNE'S COUNTY
	:	
ISABEL ROE ET AL.	:	IN EQUITY
	:	CAUSE NO. <u>4422</u>

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Isabel Newnam, William C. Newnam, Reba R. Lowery and Claude Lowery, by Clayton C. Carter, their attorney, respectfully represents;

1. That John Claude Lowery, Jr., Sharon Lynn Lowery, Diane Nacrelli, Claudia Ewing, James F. Ewing, Jr. and Elizabeth Ewing, some of the Defendants in said cause, having been duly summoned, but being infants that cannot answer and defend this suit for themselves, for they have no legal guardian appointed for them within the jurisdiction of this Court.

2. That Isabel Roe, one of the Defendants in this cause, having been duly returned summoned, but being a person non compos mentis, she cannot answer and defend this suit for herself, for she has no legal representative appointed for her within the jurisdiction of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear and answer for said infants and person non compos mentis .

Respectfully submitted:

CLAYTON C. CARTER
Attorney for Plaintiffs

Filed Nov. 27, 1961.

ORDER OF COURT:

Filed Nov. 27, 1961.

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 27th day of November, 1961, by the Circuit Court for Queen Anne's County, in Equity, that Vachel A. Downes Jr. Esqr. be and he is hereby appointed Guardian Ad Litem for John Claude Lowery, Jr., Sharon Lynn Lowery, Diane Nacrelli, Claudia Ewing, James F. Ewing, Jr. and Elizabeth Ewing, infants, and Isabel Roe, a person non compos mentis, to appear and answer and defend for said infants and person non compos mentis, the Bill of Complaint filed in this cause.

THOS. J. KEATING JR.
Judge

Filed Nov. 27, 1961.

DECREE PRO CONFESSO
Filed Nov 27, 1961

ISABEL NEWNAM ET AL	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
ISABEL ROE ET AL.	:	QUEEN ANNE'S COUNTY
	:	
	:	IN EQUITY
	:	CAUSE NO. <u>4422</u>

DECREE PRO CONFESSO

The Defendants, John Claude Lowery and Lois B. Lowery, his wife and Isabel C. Ewing and James F. Ewing, her husband, having been duly summoned, to appear to the Bill of Complaint, and having failed to appear thereto, according to exigency of the said Writ:

It is thereupon, this 27th day of November, 1961, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, John Claude Lowery and Lois B. Lowery, his wife and Isabel C. Ewing and James F. Ewing, her husband; but

because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED and ORDERED that leave is granted to the Plaintiffs to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill.

THOS J. KEATING JR
Judge

Filed Nov. 27, 1961

ANSWER
Filed Dec. 6, 1961

ISABEL NEWNAM, et al.

VS.

ISABEL ROE' et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4422

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Claude Lowery, jr., Sharon Lynn Lowery, Diane Nacrelli, Claudia Ewing, James F. Ewing, Jr., and Elizabeth Ewing, infants, and for Isabel Roe, non compis mentis, by Vachel A. Downes, Jr., their Guardian Ad Litem, to the Bill of Complaint against them in said cause, says:

That these Defendants neither admit nor deny any of the matters or things alleged in the Bill o f Complaint, and submit their rights to the protection of this Honorable Court.

Respectfully submitted,

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Guardian Ad Litem

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 5th day of December, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforsaid, personally appeared Vachel A. Downes, Jr., the above named Guardian Ad Litem for John Claude Lowery, Jr., Sharon Lynn Lowery, Diane Nacrelli, Claudia Ewing, James F. Ewing, Jr., and Elizabeth Ewing, infants, and for Isabel Roe, non compis mentis, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of his knowledge, information and belief.

Notary Public
Seal

BRENDA . . TURNER
NOTARY PUBLIC

I HEREBY CERTIFY, that a copy of the aforegoing Answer was served on Clayton C. Carter, Solicitor for the Complainants, by leaving a copy of the same at his law office on Lawyer's Row, Centreville, Maryland, this 6th day of December, 1961.

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.

Filed Dec. 6. 1961.

DEPOSITIONS
Filed Dec. 19, 1961.

ISABEL NEWNAM ET AL

VS.

ISABEL ROE ET AL.

: IN THE CIRCUIT COURT FOR
:: QUEEN ANNE'S COUNTY IN EQUITY
: CAUSE NO. 4422

DEPOSITIONS

Pursuant to notice given unto your Examiner by Clayton C. Carter, Esquire, counsel for the Complainants, of his desire to take testimony in said matter, Vachel A. Downes, Jr., Guardian Ad Litem for the infant parties and party non compos mentis having waived his right to be present and a Dedree Pro Confesso having been passed against all other Defendants, your Examiner did attend at the law offices of Clayton C. Carter, Esquire, 111 Lawyers Row, Centreville, Maryland, on Friday, December 15, 1961, at 3:45 o'clock P.M., and after administering the oath to the witnesses and stenographer, did procedd to take the following depositions:

The first witness being produced on behalf of the Plaintiff, having been duly sworn did depose and say:

QUESTIONS BY MR. CARTER:

Q. State your name, age and address.

A. J. Fred Carter, 76 years old, Stevensville is my address.

Q. How long have you lived at Stevensville?

A. I practically lived there all my life, except two or three years I was on the farm.

Q. Are you familiar with the property of the late John P. Roe located in the town of Stevensville?

A. I am.

Q. Would you please tell us where it is located?

A. It's on the road from a, on the main street going toward Love Point.

Q. On what side of the road and whose property does it adjoin?

A. It's on the right side of the road and adjoins Grollman on one side and Medford Golt.

Q. Please describe the lot and the improvements on the lot?

A. Well, it is a two-story house. There's three rooms downstairs and four upstairs. One right at the head of the steps you go up.

Q. What about the lot?

A. Well the lot, I reckon got an acre- acre and a half.

Q. Do you know what use has recently been made on this property?

A. Well, it was rented. Part of it was rented until last September and the balance of the time the back part of it was rented.

Q. What is the condition of the property at the present time?

A. Well, the house needs painting. Otherwise, they've done work done on it. The out-buildings are getting in pretty bad shape.

Q. What does it have in the way of utilities, such as plumbing?

A. It hasn't any.

Q. Do you know whether or not John P. Roe is alive or dead.

A. Dead.

Q. Did he leave a widow surviving him, if so, what is her name?

A. He left a widow and her name is Isabel. I don't know what her middle name was.

Q. Did he leave any children surviving him? If so, what are their names?

A. Reba Roe and Isabel Newnam.

Q. Are you familiar with the value of properties in the Town of Stevensville?

A. Fairly.

Q. In your opinion, what would you say would be the fair market value of the John Roe property in Stevensville at this time?

A. Well, it's pretty hard, because everything's depreciating so fast. See, the bank has gone and getting ready to move the church; but my estimating, and I've asked several around there, is \$3,500.00.

Q. In your opinion, would it be to the interest and advantage of the parties having an interest in this property to sell the same and reinvest the money?

A. I do.

~~Q. What about the lot?~~

~~A. Well, the lot, I reckon got an acre- acre and a half.~~

~~Q. Do you know what use has recently been made on this property?~~

~~A. Well, it was rented; Part of it was rented until last September and the balance of the time the back part of it was rented.~~

~~Q. What is the condition of the property at the present time?~~

~~A. Well, the house needs painting. Otherwise, they've done work~~

~~Q. Could you give a reason or reasons for that answer?~~

~~A. Well, because the property is depreciating so bad you can't get some -- two or three houses there now not rented. Of course, when property -- when you take a bank and church out of a town you know you are going to kill the value of property.~~

The next witness, being one of the Plaintiffs, having been duly sworn did depose and say:

QUESTION BY MR. CARTER:

Q. State your name, age and address.

A. My name is Reba Roe Lowery. I am sixty-two (62). I live at Chester, Maryland.

Q. Are you married, and if so, to whom?

A. I am married to Claude Lowery, Sr.

Q. What relation, if any, were you to the late John P. Roe?

A. I was John P. Roe's daughter.

Q. What was the date of his death?

A. August 5th, 1935.

Q. At the time of his death, did he own any property in the Town of Stevensville?

A. Yes, he owned a home.

I hand you this instrument and ask you to identify it.

A. This is a Deed from Charles Percy Kemp to John Roe.

Q. And where is this property located?

A. It is in the heart of Stevensville, I guess.

Q. On what road or what side of the road?

A. It is on the right hand side of the road leading to Love Point.

Q. And what property does it adjoin?

A. Well, Julius Grollman lives on one side; and Medford Golt owns an old drug store on the other side.

Q. What improvements, if any, are on this property?

A. There is a dwelling and several dilapidated outbuildings.

Q. What type of construction is the dwelling?

A. It is a wooden building. Clapboard.

Q. What condition is it at the present time?

A. It needs painting very badly. It has no plumbing in it. The yard has-- the back garden has grown up with bushes and trees. Boys -- children are using it as a playhouse and have broken windows out. We have a large bay window in it we are very afraid it will go.

Q. Did your father die with or without a Will?

A. My father had a Will.

I hand you this paper writing and ask you to identify it.

A. This is my father's Will.

I introduce it as Plaintiffs exhibit "B" and the Deed formerly identified as Plaintiffs exhibit "A"

Q. Is Isabetl Roe mentioned in the Will of your father still living?

A. Yes.

Q. Where does she live and what is her condition ?

A. She is in Eastern Shore State Hospital. She is mentally and physically ill. She is ninety -seven (97) years old.

Q. Is Isabel Newnam mentioned in the Fifth Item of your father's Will still living?

A. Yes.

Q. Is she married, and if so, to whom?

A. She is married to William C. Newman.

Q. Does she have any children?

A. She does not have any children.

Q. Are you the Reba Roe Lowery mentioned in Item Five of your father's Will?

A. I am.

Q. And do you have any children?

A. Yes, I have two (2).

Q. And what are their names?

A. Isabel Cook Lowery Ewing and John Claude Lowery.

Q. Are either of your children married, and if so, to whom?

A. Both of them are married. Isabel is married to James Ewing. And Claude is married to Lois Bowling.

Q. Did your daughter have any children, and if so, what are their names?

A. Isabel has four (4) children. Dianne Nacrelli, Claudia Ewing, James F. Ewing, Jr. and Beth Ewing.

Q. Does your son, Claude, have any children, and if so, what are their names?

A. Claude has two (2) children. Sharon Lowery and Claude Lowery Jr.

Q. What use has been made of the property in Stevensville over the past several years?

A. Well, Mom's been away seven (7) years. During that time the Post Office has been rented for \$13.75 a month for 1950 through 1958 and two months of 1959. The house has been rented for \$15.00 a month up until -- up through last August. Since that time it has not been rented.

Q. Would you tell us over the past several years what net income or loss you sustained in renting the property?

A. During the last four (4) years I have a record of it here. I have a record of all of them, but 1958 was a net income of \$248 .14 ; 1959 was with only two (2) months rent from the post office was \$116.62; 1960 we had nothing except the rent from the house \$15.00 a month which made \$180.00. Our expenses this year were \$452.85, because we did painting and repairing. And that made us have a loss of \$272.85 last year, 1960. This year we have rented the house for eight (8) months and the lady who rented it has moved in with her sister. And our expenses this year have been \$86.35; making a net income of \$33.65 this year.

Q. In your opinion, would it be to the interest and advantage of all persons having any interest in this property to have the same sold and the proceeds from the sale reinvested?

A. Yes, I think so. Because we can't get reliable renters, the house doesn't have plumbing in it (no bathroom), and it is in the center of town where vandals are just tearing it up terribly bad. The community of Stevensville is deteriorating, there are people moving out to the shores and out of town. The church is being removed, there is no drugstore, the bank has moved out of town, where there used to be several stores there's only one or two. It would cost so much money to get it in a condition that we'd be able to rent it to desirable tenant and get something out of it. That we don't feel like it would justify us to put that money in it when we are-- when people are moving from the town instead of in it.

The next witness being produced on behalf of the Plaintiffs, having been duly sworn did depose and say:

Q. State your name, age and address.

A. H.T. Hopkins, Chester, Maryland. Age: seventy-five (75).

Q. Mr. Hopkins, are you familiar with the properties in the town of Stevensville?

A. Yes sir:

Q. Do you know the property of the late John P. Roe in Stevensville?

A. Yes sir.

Q. Where is it located?

A. It is in Stevesville. Opposite to the old bank.

Q. What improvements does the property have on it?

A. I wouldn't say it has-- what do you mean now, the buildings?

Q. Yes.

A. It has a building, an old post office, and some old half tore down outbuildings.

Q. What is the condition of the main building on it?

A. It's in fair.

Q. Does it have utilities such as water or plumbing?

A. No. sir.

Q. Is there any use being made of the property at the present time?

A. Not that I know of, no sir.

Q. What is the condition of the grounds?

A. It is very bad condition. It would cost quite a good deal to clean it up.

Q. Are you familiar with the values of property in Stevensville?

A. Yes sir, I think so.

Q. In your opinion, what would be the value of this property if sold today?

A. I would say about \$2300.00.

Q. In your opinion, would it be to the interest and advantage of all parties having an interest in this property to sell the same and reinvest the proceeds?

A. Yes sir.

Q. Would you give us some reasons for that?

A. Well, the house, the property is in bad shape, Stevensville property is not renting to an advantage now. It is hard to get a good tenant.

Mr. Carter having no further witnesses whose deposition he desired to take, I herewith file this report and depositions.

B. HACKETT TURNER, JR.
Examiner's Fee\$10.00

REBECCA JANE NELSON
Stenographer's fee.....\$10.00

All witnesses waive fee.

B. HACKETT TURNER
Examiner

Filed Dec. 19, 1961

Note: Correction made on page 6, after verification from witness.

B. HACKETT TURNER
Examiner

EXHIBIT A AND B FILED WITH THE ABOVE DEPOSITION
are recorded at length above as exhibit A. and B.
following the Bill of Complaint

D E C R E E
Filed Jan 16, 1962

ISABEL NEWNAM ET AL : IN THE CIRCUIT COURT
VS. : FOR QUEEN ANNE'S COUNTY
ISABEL ROE ET AL. : IN EQUITY
CAUSE NO. 4422

D E C R E E

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing that a sale of the real estate described in the Bill of Complaint shall be advantageous to the parties concerned and all the parties in being having been made parties to this proceeding.

IT IS THEREUPON, on this 16th day of January, 1962, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold for the purpose of the investment of the proceeds of said sale, which shall inure in like manner as by the original devise under the terms of the Last Will and Testament of John P. Roe, deceased, filed in these proceedings as "Exhibit B".

That Clayton C. Carter Esq. of Queen Anne's County, be and he is hereby appointed trustee to make sale thereof, but before he shall proceed to act as such trustee, he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by said Clerk, in the penalty of Three Thousand DOLLARS (\$3000.00), if corporate surety, or in double that amount if personal sureties, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or order in the premises; and

That he shall then proceed to make sale, after having given at least three week's previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One tenth (1/10th) of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee; all taxes to be adjusted to the date of settlement; and all transfer expenses including documentary and recordation stamps shall be borne by purchaser.

That as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and

That upon the Court's ratification of said sale, and on the payment of the whole of the purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, at the purchaser's expense, convey to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause, and those claiming by, from or under them, or any of them; and

That said trustee shall bring into this Court all of the money arising from said sale, to be disbursed or invested under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS J. KEATING JR.

Filed Jan 16, 1962

CERTIFIED COPY OF BOND
Filed Jan 19, 1962

Queen Anne's County, to wit: Be it remembered that on this Nineteenth day of January in the year nineteen hundred and sixty-two, the following Bond was filed for record, to wit:-

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Home Office Baltimore 3

KNOWN ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Centreville, Queen Anne's County, Maryland and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand (\$3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of January in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Clayton C. Carter by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, has been appointed Trustee to sell the Real Estate mentioned in the proceedings in the case of ISABEL NEWMAN, ET AL

vs.

ISABEL ROE, ET AL now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Clayton C. Carter do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

REBECCA JANE NELSON

CLAYTON C. CARTER (SEAL)
Clayton C. Carter

WITNESS:

By NELLIE B. WHITELEY
As to Surety

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
By DOROTHY E. CONNOLLY
Attorney-in-Fact
Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:
Security approved and Bond filed Jan 19, 1962

T. Sorden Pippin, Clerk

Cerified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 133, a Bond Record Book for Queen Anne's County. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 19th day of January in the year nineteen hundred and sixty-two.
Clerk's Seal.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed March 13, 1962

ISABEL NEWMAN ET AL. : IN THE CIRCUIT COURT
VS. : FOR QUEEN ANNE'S COUNTY
ISABEL ROE ET AL. : IN EQUITY CAUSE No. 4422

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Clayton C. Carter, Trustee, appointed by a Decree of this Court, passed in the above-entitled cause on the 16th day of January, 1962, to make sale of certain real estate therein mentioned, respectfully shows:

- 1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by said Decree and Maryland Rule BR3 and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Queen Anne's Record Observer", a new-

spaper published in Queen Anne's County, for at least once in each of four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale and the last such publication being not more than one (1) week prior to the sale, as will more fully appear by a Certificate of Publication thereof being filed with this Report, he did, pursuant to said notice attend in front of the Court House Door, Centreville, Maryland, on March 6, 1962 at 1:30 P.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property described in said advertisement of sale by Joseph A. Jackson, Jr., Auctioneer, after the said advertisement was read aloud by your Trustee.

After said auctioneer had cried such sale for a reasonable length of time, the undersigned, in execution of the power of sale vested in him sold the property so described in said advertisement to LEWIS M. COLLIER and HAZEL V. COLLIER, his wife, for the sum of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.) they being then and there the highest bidders therefor.

2. That the said purchasers have complied with the terms of said sale by paying unto the undersigned the sum of FOUR HUNDRED DOLLARS (\$400.00) in cash of the purchase price, and by giving unto the undersigned their promissory note for the balance in the amount of TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00), with interest at the rate of six per cent (6%) per annum and secured to the satisfaction of the undersigned

3. All other terms of said sale are set forth in the advertisement of sale filed herewith.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, act:

I HEREBY CERTIFY, that on this 13th day of March, 1962, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared CLAYTON C. CARTER, the Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

Filed March 13, 1962

T. SORDEN PIPPIN
Clerk of the Court

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed March 13, 1962

TRUSTEE'S SALE OF STEVENSVILLE PROPERTY

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed January 16, 1962, in Chancery Cause No. 4422, the undersigned Trustee will sell at public auction, in front of the Court House Door, Centreville, Maryland, on TUESDAY, MARCH 6, 1962 at 1:30 o'clock p.m.

ALL those three lots, pieces or parcels of ground, now reduced into one tract, situate, lying and being in Stevensville, on the East side of the public road leading through Stevensville to Love Point, called or known as the "John P. Roe Property" or the "Isabel Roe Property", and

BEING the same lots which by deed dated August 4, 1921, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 7 Folio 256 were granted and conveyed by Charles Percy Kemp unto the said John P. Roe.

IMPROVEMENTS: Frame 2 story dwelling house, 3 storage sheds and frame former "post office building".

TERMS OF SALE: One-tenth (1/10th) of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee.

All taxes to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation stamps, shall be borne by purchaser.

CLAYTON C. CARTER
Trustee

Jos. A. Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. March 7, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case of Isabel Roe Property a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 6th day of March 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD OBSERVER was on the 8th day of February 1962, and the last insertion on the 1st day of March, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY
By PAULINE K. COLEMAN

Filed March 13, 1962

ORDER NISI

ORDER NISI ON SALE

Isabel Newnam, et al., : In the Circuit Court
vs. : for Queen Anne's County
Isabel Roe et al. : In Equity
Cause No. 4422

ORDERED, this 13th day of March, 1962, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 13th day of April, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 1962.

The report states the amount of sales to be \$3,200.00.

Filed March 13, 1962

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION OF ORDER NISI Filed April 16, 1962

ORDER NISI ON SALE

Isabel Newnman, et al., : In the Circuit Court for Queen Anne's County
vs. : In Equity
Isabel Roe, et al. : Cause No. 4422

ORDERED, this 13th day of March, 1962, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, on or after the 13th day of April, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 1962.

The report states the amount of sales to be \$3,200.00.

Filed March 13, 1962.

T. SORDEN PIPPIN, Clerk,

True Copy Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. April 13, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI in the case/ estate of Isabel Newnam vs Isabel Roe a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 6th day of April, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of March 1962, and the last insertion on the 29th day of March, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY By Pauline K. Coleman

Filed April 16, 1962

FINAL RATIFICATION OF SALE Filed April 16, 1962

ISABEL NEWNAM ET AL. : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY IN EQUITY
ISABEL ROE ET AL. : CAUSE NO. 4422

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 16th day of April, 1962, that the sale of the real estate made and reported in this cause by Clayton C. Carter, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Filed April 16, 1962

THOS J. KEATING JR. Judge

AUDIT Filed Oct. 18, 1962

Isabel Newman, et al IN The Circuit Court for
vs Queen Anne's County In Equity
Isabel Roe et al Equity No. 4422

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully represents:
1. That this account is stated at the request of Clayton C. Carter, Trustee, who was appointed as such by decree of this court of January 16, 1962, to make sale of the real estate sold in this suit for interest and advantage and disburse the proceeds received therefrom.
2. That in the within account, said Trustee is charged with the total proceeds of said sale, including any interest collected on the unpaid portion of the

purchase price, and thereafter allowed the following expenses, to wit: his commissions for making said sale, the court costs in this cause, the bond premium on the corporate bond the trustee's filed in this cause, the costs of advertising the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, the charges of the auctioneer for crying the sale, the trustee's share of taxes on the real estate sold in this cause, and the fee of your auditor for stating this audit.

3. The balance or the net proceeds of sale, were directed to be held by the said trustee until after the Court appoints a trustee for the life tenant. This auditor has been informed that the present life tenant is an elderly person, who is a patient at The Eastern Shore Hospital at Cambridge, Maryland, and may not be competent. Also, under the will of the said John P. Roe, deceased, the testator specifically directs that the present tenant of the same was one for life only, as well as some after said life tenant's death.

October 18, 1962

Respectfully submitted,
J. THOMAS CLARK
Auditor

Cause No. 4422

The proceeds of the sale of real estate reported in this cause, in account with Clayton C. Carter, Trustee appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

1962
Mar. 6 Cr,
By proceeds of the sale of land, per report of sale of said vendor, to wit: -----\$3,200.00
By interest from March 6, 1962 to October 1, 1962, on the unpaid balance of the purchase money, per settlement sheet of vendor, to wit: ----- 95.18
By gross proceeds of sale, to wit: ----- \$3,295.18

Dr.
To Clayton C. Carter, Trustee (and vendor), his commissions for making said sale, per order of court, to wit: -----\$314.76

To do., for court costs due in this cause, per Clerk's statement for same exhibited, to wit:
1- Costs of T. Sorden Pippin, Clerk-----\$87.90
2- Costs of Sheriff of Dorchester Co.----- .95
3- Costs of Sheriff of Queen Anne's Co.----- 24.00
4- Costs of E. Clyde Walls, Register of Wills 7.00
5- Costs of Vachel A. Downes, Jr., Guardian Ad Litem ----- 4.50
6- Costs of B. Hackett Turner, Examiner ---- 10.00
7- Costs of Rebecca Jane Nelson, Stenographer 10.00
8- Appearance fee of Clayton C. Carter, Atty 10.00 154.35

To do., for an amount paid Dorothy E. Connolly, agent, for the premium on the trustee's corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:----- 12.00

To do., for amounts paid Queen Anne's Record Observer, per receipts, to wit:
1- Costs of publishing advertisement of sale \$40.00
2- Costs of publishing the order nisi of sale----- 14.00 54.00

To do., for an amount paid Joseph A. Jackson, Jr., auctioneer, for crying said sale, per his receipt for same exhibited, to wit:----- 32.00

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for the vendor's share of 1962 taxes on the real estate sold in this cause, per statement of vendor, to wit: ----- 48.38

To do., for an amount to be due Queen Anne's Record-Observer for publishing the audit nisi to be passed as to this audit, the sum of ----- 12.00

To J. Thomas Clark, auditor, for stating this audit, the sum of ----- 45.00

October 18, 1962

J. THOMAS CLARK
Auditor

To Clayton C. Carter, Trustee, for distribution to the trustee to be appointed for Isabel Roe, life tenant under Item 1 of the last will and testament for John P. Roe, deceased, the balance or the sum of ----- 2622.69
#3295.18 \$3,295.18

October 18, 1962

J. THOMAS CLARK
Auditor

Filed Oct. 18, 1962

NISI RATIFICATION OF AUDIT
FILED Oct. 18, 1962

NISI RATIFICATION OF AUDIT

Isabel Newnam, et al., :
vs. : In the Circuit Court for Queen
Isabel Roe et al. : Anne's County, In Equity
: Cause No. 4422

ORDERED, this 18th day of October, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th day of November, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County,

Maryland, once in each of two successive weeks before the 2nd, day of November, 1962.

Filed October 18, 1962

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Nov. 8, 1962

NISI RATIFICATION OF AUDIT

Isabel Newnam, et al., : In the Circuit Court for
vs. : Queen Anne's County, In Equity
Isabel Roe, et al. : Cause No. 4422

ORDERED, this 18th day of October, 1962, that the report and account filed in these proceedings by J. T. Thomas Clark, Auditor, be ratified on or after the 9th day of November, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 2nd day of November 1962.

Filed October 18, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. November 1, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Audit Nisi in the case/ estate of Isabel Newnam -Roe a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD -OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland once a week for 2 successive weeks before the 9th day of November 1962; and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of October 1962, and the last insertion on the 1st day of November, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Nov. 8, 1962

FINAL RATIFICATION OF AUDIT
Filed Nov. 12, 1962

ISABEL NEWNAM ET AL : IN THE CIRCUIT COURT FOR
VS. : QUEEN ANNE'S COUNTY; IN EQUITY
ISABEL ROE ET AL. : CAUSE NO. 4422

FINAL RATIFICATION OF AUDIT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 12th day of November, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding audit nisi; and the trustee is hereby directed to apply the funds and property distributed by the audit accordingly, with a due proportion of interest as the same has been or may be received, the net proceeds to be invested by said Trustee for the benefit of the life tenant.

Filed Nov. 12, 1962

THOS .J. KEATING JR.
Judge.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirty First day of December Eighteen hundred and Ninety Two, the following ADDITIONAL TRUSTEES' REPORT was filed for record, to wit:

In The Circuit Court for Queen Anne's County, in Equity

John K. Burris et al, Plaintiffs

vs

CAUSE NO. 914

George W. Warner et al Defendants

To the Honorable the Judges of said Court:

Your Trustees beg leave further to report to your Honors, as follows:

1st That in pursuance with the terms of sale in this cause and the report of said sales heretofore filed, they have since had the real estate sold in this cause surveyed by Benjamin S. Elliott, a competent surveyor.

2 That by said survey the tract of land or farm first referred to in said report of sales, contains only 105 acres, three roods and 31 perches of land, thus making the true amount of the purchase money therefor \$2622.10 and entitling your Trustee to be allowed for the said fall short forsometime said report of sales, the sum of Eight hundred and forty two 90/100 dollars.

3 That by said survey the other tract or farm in said report contains 188 acres 3 roods and 34 perches, which by the terms of sale makes the true amount of said purchase money to be \$1889.72, and your Trustees should be charged with the sum of \$89.72 representing the gain on said sale by said survey.

4 And that in stating the audit in said cause your Trustees should be allowed for said fall short and charged with said gain on sales by the surveyaforesaid, as the terms of sales under which said lands were sold only required that purchaser should pay for the actual contents as ascertained by said survey: And as in duty.

JOHN B. BROWN

EDWIN H. BROWN, Trustees

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 31st day of December 1892 before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared John B. Brown and Edwin H. Brown, Trustees, and made oath on the Holy Evangely of Almighty God that the matters and things in said report are true to best of their knowledge and belief.

T.B. E _____ Jr. J.P.

AUDITORS REPORT AND ACCOUNT
Filed December 31, 1892

In the Circuit Court for Queen Anne's County, in equity:

John K. Burns, et al Plaintiffs

vs

Cause No. 914

George W. Warner et al, Defendants

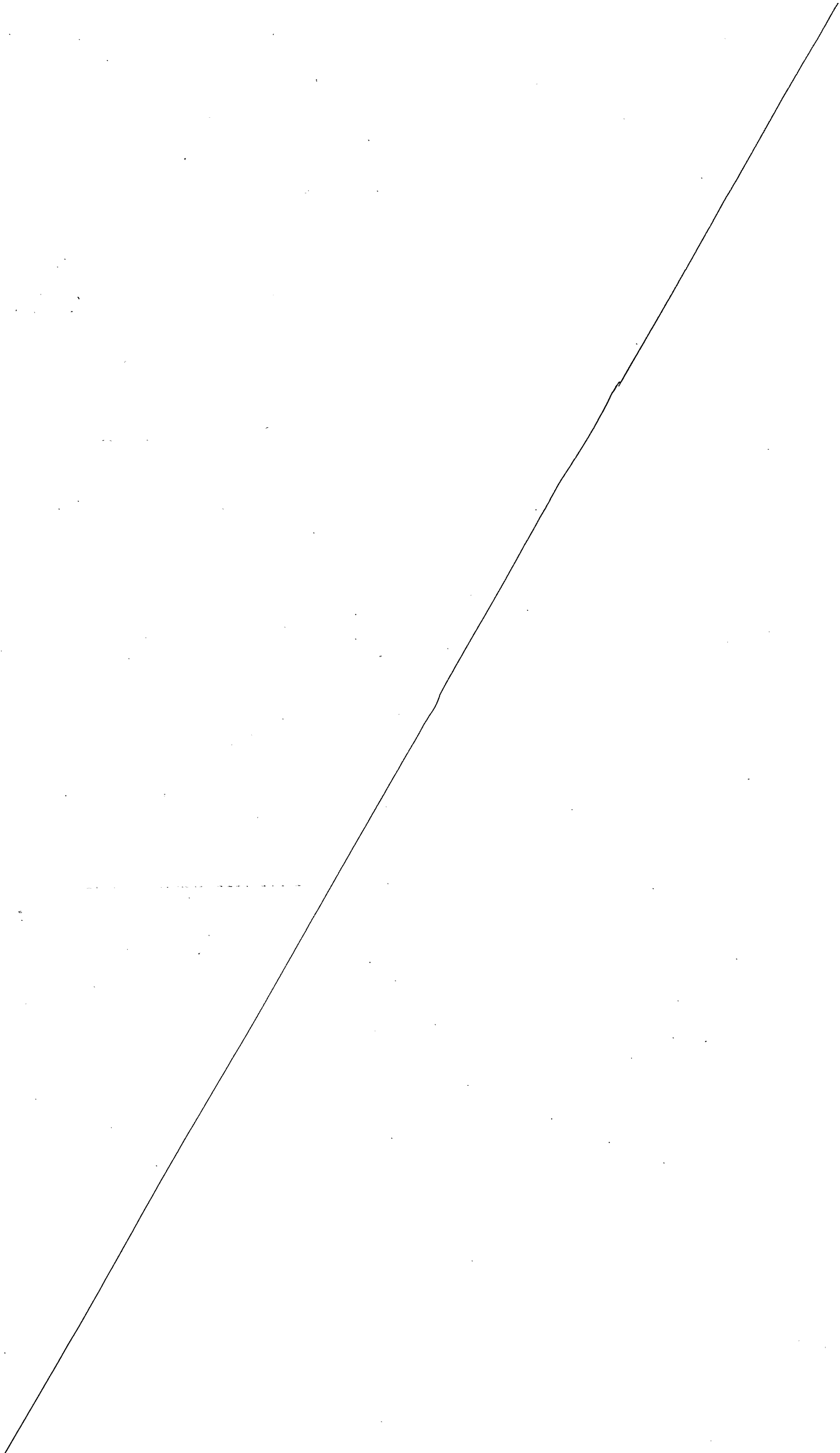
To the Honorable the Judges of said Court:

Your Auditor has stated the within account, wherein he has first allowed the Trustees their commissions, advertiseing costs, auctioneers fee, surveyors bill, taxes for 1889, 1890 & 1891 paid by them, the Plaintiffs and Defendants costs of suit, the expenses on the petition converbing said suit to one for the benefit of creditors of Fanny Warner & the Auditor his fee. He then awarded to claims No. 1 to No 13 the balance due thereon offer applying the dividend from the personal estate of said Fanny Warner as appears from said dividend account filed, and to No. 14 in full as said last claim did not participate in aforesaid dividend. The aforesaid allowances left the sum of \$2837.66, which he awarded to parties named in within account equally, each of them being entitled to the one-sixth thereof.

Your Auditor in charging the Trustees with the sales distributed, allowed them for the fall short on one of the tracts and charged them with the gain on sales of the other tract as per their additonal report of sale, which is in accordance with the terms set forth in the report of said sales.

And as in duty, &c.

Respectfully submitted
ALBERT T. EMORY, Auditor
Dec. 31, 1892



DR THE PROCEEDS OF THE REAL ESTATE OF FANNY WARNER, IN ACCT WITH J. B. & E. H. BROWN, TRUSTEES

1891

July 11	To J.B.&E.H.Brown, Trustees, for their commissions			\$225 47
"	Do for costs to Roberts&Smith for advertising in "Record"			29.13
"	" " " pd " Roberts, Price & Roberts " " "Observer"			13.00
"	" " " Auctioneers fee paid			10.00
"	" " " Surveyor, chain carriers &c			40.00
"	" " " 3 tax bills of 1889 paid L.C. Benton, Collector			43.46
"	" " " " " 1890 " W.R. Leager "			44.95
"	" " " " " 1891 11 1/2 " "			21.40
"	Plaintiffs costs of suit, viz:			
	William Deaver, late Clerk		\$25.75	
	Saulsbury Seney " Sheriff		1.20	
	T.L.W. Harley " Examiner		8.00	
	T.B. Turner late Sheriff		1.60	
	Finley Roberts, Reg. Wills		.80	47.35
"	Defendants Costs, viz:			
	William Deaver, Clerk			5.75
"	The Trustees for costs of suit to convert same into Creditors bill &c.			
	Lemuel Dunbracct, Clerk		10.80	
	J.B.&E.H. Brown, Solicitors for petitioner		10.00	
	J.E. Marshall, Sheriff		1.60	22.40
	Hope H. Barroll, Solicitor for defendant			10.00
"	J.B.&E.H. Brown Solctos fee for converting into creditors bill		50.00	
"	Auditors fee		18.00	68.00
"	This balance			580.00

3930.81

Claims

No. 1	Mary E. Burris bal on Act	\$12.18					
	Less dividend in personal Estate	5.12	7.06	No. 9	Martin L. Warner act	93.00	
" 2	E.B. Perice & Son, Acct & int	164.05			Less dividend on personal estate	39.06	53.94
	Less dividend in personal Estate	68.93	95.12	" 10	Wm. S. Kirby acct	219.64	
" 3	B.S. Elliott apc use E.H. Brown	43.34			Less dividend in personal estate	92.26	127.38
	Less dividend in personal Estate	18.15	25.19	" 11	Martin Warner acct	443.00	
" 4	E.G. Nickerson apc use M.L. Warren Jr.	5.37			Less dividend on personal estate	186.07	256.93
	Less dividend in personal Estate	2.26	3.11	" 12	Robt J. Warner acc	300.00	
" 5	J.E. Biscoe act & int	7.84			Less dividend on personal estate	126.00	174.00
	Less dividend in personal Estate	3.29	4.55	" 13	Geo W. Warner a/c	300.00	
" 6	Maggie Malloynee Warner W.A.W 1&2	100.100			Less dividend in personal estate	126.00	174.00
	Less dividend in personal Estate	42.01	57.99	" 14	Sudlersville Cemetary Co.	32.24	
" 7	Geo W. Warner, bal on apc	45.45			To this balance	1093.15	
	Less dividend in personal Estate	19.03	26.15			2837.66	
" 8	A.J. Warner, Exhibit R.J.W. 1&2	95.50					
	Less dividend in personal Estate	40.11	55.49				
	Amt carried up						\$ 3930.81

To Mary E. Burris 1/6 of residue	\$ 472 94 1/3
" Maggie Malloynee Warner 1/6 of residue	472 94 1/3
" Robert J. Warner 1/6 of residue	472 94 1/3
" Jennie S. Lyons W. Warner " "	472 94 1/3
" George W. Warner " "	472 94 1/3
" Martin L. Warner " "	472 94 1/3
	<u>\$ 2837 66</u>

1891		
July 11	By sales of first parcel in said report of sale, as per same	\$3465 00
	Less fall short on survey as per additonal report	842 90 2622.10
	" sales of second parcel in said Report	1800.00
	" Gain on sales of second part as per additional Report	89.62
		<u>4511.72</u>

		4511.72
By net sales		<u>3930.81</u>

		\$ 3930.81
By this balance		\$ 2837.66

		2837.66
	Albert T. Emory	
	Auditor	

PETITION AND ORDER OF COURT
 Filed March 28 1900

In the Circuit Court for Queen Anne's County in Equity:

John K. Burris & others, Plaintiffs
 vs
 George W. Warner & others, Defendants
 Cause No 914

To the Honorabe the Judges of said Court.

Your petitioner, Edwin H. Brown, the survivor of the Trustees in this cause petitioning , says:
 1st That it will appear from the Report of Sales in this cause that Robert J. Warner, was the purchaser of two farms or tracts of land as set forth therein, and has paid the purchase money thereof.
 2 And that as John B. Brown, who was co trustee with your petitioner, has departed this life, and no conveyance has been made of said property to said Robert J. Warner your petitioner prays that he may be duly authorized to make said conveyance; and as in duty .

Edwin H. Brown
 Survivor of Trustees

ORDERED this 28th day of March in the year nineteen hundred by me,

James A Pearce, Chief Judge of the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, on the foregoing petition, that Edwin H. Brown, survivor of Trustees in the aforesaid cause, he and he is hereby authorized and directed, as said surviving trustee to convey unto said Robert J. Warner the said property purchased by time as the said trustees could have done under said original decree, he being so far as necessary therefor hereby constituted sale trustee in said cause; and he must be satisfied of the payment of said purchase money before making said conveyance.

Filed April 11. 1900

JAMES A. PEARCE

PETITION

Filed March 31, 1937

John K. Burris and	:	In the
Mary E. Burris, his wife,	:	
formerly Mary E. Warner,	:	Circuit Court for
Maggie A. Warner,	:	
Robert J. Warner and	:	Queen Anne's County,
Thomas Lyonds and	:	
Jennie S. Lyons, his wife,	:	In Equity
formerly Jennie S. Warner	:	
	:	Chancery Cause #914
VS	:	
	:	
George W. Warner and	:	
Martin L. Warner and	:	
Annie L. Warner, his wife.	:	

To the Honorable, the Judges of said Court:

The Petition of Ella N. Warner, Norman Warner, Grace Rambo, Mary Ford, Bertha Dulin, Charles Warner, Hearld Warner, William Warner, Spencer Warner, Elva Bilbrough and Vernon Richardson, devisee of Elsie V. Richardson, respectfully shows unto your Honors:

1. That Robert John Warner, sometimes known as R. John Warner and sometimes known as Robert J. Warner, late of Queen Anne's County, deceased, departed this life, intestate, on or about July 27, 1936, leaving surviving him as his only heirs at law your Petitioners, Ella N. Warner, his widow, Norman Warner, a son, Grace Rambo, (nee Warner) a daughter, Mary Ford (Nee Warner), a daughter, Bertha Dulin (nee Warner), a daughter, Charles Warner, a son, Hearld Warner, a son, William Warner, a son, Spencer Warner, a son, Elva Bilbrough (nee Warner), a daughter, and also Elsie V. Richardson (nee Warner), a daughter, who has died since the death of her father, leaving a last will and testament which has been duly admitted to probate by the Orphan's Court of Queen Anne's County, by which she devised all of her real estate, and particularly her interest in the estate, of her father, R. John Warner, unto her husband, Edward Vernon Richardson, another of your petitioners; a certified copy of said last will and testament being filed herewith as Petitioner's Exhibit "A".

2. That letters of Administration upon the personal estate of Robert John Warner, deceased, were granted by the Orphan's Court of Queen Anne's County unto your Petitioner, Ella N. Warner, who duly qualified, gave the usual notice to creditors and after the expiration thereof filed in said Orphan's Court her first Administration Account showing all claims filed against said estate to have been paid in full, which account was passed on the twenty-third day of March, 1937, as will appear by reference to the certificate of the Register of Wills to that effect filed herewith and marked Petitioner's Exhibit "B"

3. That as will appear by reference to the proceedings in this cause and particularly to the report of sale filed herein and duly ratified, the said Robert J. Warner, during his lifetime, to wit, on July 11, 1891, became the purchaser of the real estate decreed to be sold in this cause consisting of two parcels of land, as described in said report of sale, containing respectively One hundred and forty acres of land, more or less, and One hundred and eighty acres of land, more or less, but according to the additional Trustees Report of Sale filed herein on December 31, 1892, said parcels were ascertained, by survey, to contain One hundred and five acres, three roods, and thirty-one perches of land and one hundred and eighty-eight acres, three roods and thirty-four perches of land respectively.

4. That as will appear by reference to the Petition of Edwin H. Brown, the survivor of the Trustees in this cause, filed herein on the 28th day of March, 1900, the purchaser, Robert J. Warner, paid the purchase money for the real estate so sold unto him but up until the time of filing of said Petition, to wit: March 21, 1900, has not received a conveyance of said real estate, one of the original Trustees, John B. Brown, having died in the meanwhile.

5. That this Honorable Court, by its order, dated March 24, 1900, passed on the aforesaid Petition, authorized and directed Edwin H. Brown, surviving Trustee, to convey unto said Robert J. Warner the said property purchased by him upon being satisfied of the payment of the purchase money before making said conveyance.

6. That said Edwin H. Brown, surviving Trustee, departed this life during the year 1905, without having executed a conveyance of said real estate to said Robert J. Warner, although he did prepare a deed of conveyance for that purpose in his own handwriting and at the same time prepared a release to be signed by Robert J. Warner acknowledging payment by the Trustees of certain sums of money due unto the said Robert J. Warner out of the proceeds of sale, said sums having been credited by the Trustees on the purchase price of the real estate; and said unexecuted deed and unexecuted release were found among the papers and effects of said Robert J. Warner after his death, they being filed herewith as a part hereof and marked Petitioners' Exhibits "C" and "D" respectively.

7. That soon after the purchase of the aforesaid real estate by the said Robert J. Warner in 1891, he entered upon and took possession thereof and retained same up to the time of his death in July 1936.

8. That as will appear by reference to the aforesaid Report of Sale and the aforesaid unexecuted deed the said real estate was sold to said Robert J. Warner subject to an annuity or rent charge and lien in favor of one Martin Warner, the father of said Robert J. Warner, of three hundred dollars per year secured by deed recorded in Liber W.D.#1, folios 292, etc., a Land Record Book for Queen Anne's County, payable on the first day of January in each year during the life of said Martin Warner and

proportionably for the year of his death.

9. That said Martin Warner died sometime during the year 1905 and your petitioner, Ella N. Warner, believes, and so alleges that said annuity or rent charge and lien was paid by said Robert J. Warner from 1891 until January 23, 1893 upon which date said Martin Warner executed to said Robert J. Warner a deed in fee simple, of all his, the said Martin Warner's interest in the real estate mentioned and described in these proceedings, said deed being recorded in Liber L.D. #1, folio 222, a Land Record Book of Queen Anne's County, a certified copy thereof being filed herewith and marked Petitioner's Exhibit "E".

10. That your petitioners, except Edward Vernon Richardson, therefore, by inheritance (and he the said Edward Vernon Richardson by the will hereinbefore mentioned) are the owners, in common, the said Ella N. Warner having an undivided one-third interest therein and each of the other of your petitioners having an undivided one-fifteenth interest therein, of the real estate mentioned and described in these proceedings, but have no record title thereto.

11. That your Petitioners are advised and believe that they are entitled to have the said real estate conveyed unto them in common according to their respective undivided interests therein and for that purpose to have a trustee appointed to make said conveyance.

Wherefore your petitioners pray your Honors to pass an order appointing someone as Trustee in the place and stead of Edwin H. Brown, surviving Trustee, now deceased, directing said Trustee to convey the real estate mentioned and described in these proceedings unto your petitioners as tenants in common, your Petitioner, Ella N. Warner to receive an undivided one-third interest therein and each of the other of your Petitioners to receive an undivided one-fifteenth interest therein.

Respectfully submitted,

ELLA M. WARNER

NORMAN B. WARNER

M. GRACE RAMBO

MARY F. FORD

BERTHA DULIN

CHAS E. WARNER

HERALD WARNER

WILLIAM WARNER

SPENCER WARNER

ELVA BILBROUGH

EDWARD VERNON RICHARDSON

THOS. J. KEATING JR.

Solicitor for Petitioners

State of Maryland, Queen Anne's County, to wit:

This is to certify that on this 30th day of March, 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ella M. Warner, Norman Warner, Grace Rambo, Mary Ford, Bertha Dulin, Charles Warner, Herald Warner, William Warner, Spencer Warner, Elva Bilbrough and Vernon Richardson and did make oath that the matters and things set forth in the foregoing petition are true to the best of their knowledge and belief.

In testimony whereof I hereunto set hand and notarial seal affix the day and year herein last above written.

BERTHA G. DURNEY
Notary Public

PETITIONERS' EXHIBIT "A"
Filed April 7th 1937

To WINFIELD W. CRAWFORD, Esq.,
Register of Wills and Clerk of the Orphans' Court for the
County of Delaware, in the Commonwealth of Pennsylvania,

In the matter of the Probate of the last Will and Testament of Elsie Viola Richardson,
deceased.

PETITION FOR PROBATE AND LETTERS TESTAMENTARY.

The petition of Edward Vernon Richardson respectfully showeth that he is the Executor named in the last Will and Testament of Elsie Viola Richardson dated the eleventh day of September A.D. nineteen hundred and thirty-six. That said Elsie Viola Richardson was a resident of Delaware County, State of Pennsylvania, and departed this life at Naamans Creek Road, Ogden Township of Bethel in the County of Delaware and State of Pennsylvania on Thursday the 19th day of Nov. A.D. 1936, at 1:10 o'clock P.M.

al

The said testatrix was possessed of Person/property to the value of \$2,000.00 and of the real estate to the value of \$ None as near as can be ascertained, situated as follows:

The said testatrix did not marry nor were any children born or adopted after the execution of the will offered for probate. Therefore the said Edward Vernon Richardson respectfully applies for Probate of the said last Will and Testament and for Letters Testamentary thereon.

Dated Nov. 23rd, 1936, A.D.

Edward Vernon Richardson
Naamans Creed Road
Ogden, Penna.

DELAWARE COUNTY ss:

Edward Vernon Richardson named in the above application, being duly affirmed according to law, says that the matters and things set forth in the foregoing Petition are true to the best of his knowledge and belief .

Affirmed and subscribed before me,
at Media, this 23rd day of Nov.
A.D., 1936.

John V. Murray
Deputy Register

)
)
) Edward Vernon Richardson
)
)

I, Elsie Viola Richardson, of Boothwyn, Delaware County, Pennsylvania, being of sound mind, memory and understanding and knowing of the uncertainties of this life do make, publish and declare this to be my last will and testament hereby making null and void any and all wills at any time heretofore made by me.

ITEM 1. I direct that all my just debts and funeral expenses be paid as soon after my decease as same may be conveniently done.

Item 2. I give, devise and bequeath unto my beloved husband, Edward Vernon Richardson, of Boothwyn, Delaware County, Pennsylvania, all the remainder of my property, both real and personal, and money, of which I may die seized.

Item 3. I particularly give, devise and bequeath unto my beloved husband, Edward Vernon Richardson, my interest in the R.J. Warner Estate, of Sudlersville, Queen Ann County, Maryland.

I nominate, constitute and appoint my said husband, Edward Vernon Richardson, of Boothwyn, Delaware County, Pennsylvania, to act as my administrator and executor without bond of this my last will and testament.

IN WITNESS WHEREOF, I, Elsie Viola Richardson, the testatrix above named, have hereunto subscribed my name and affixed my seal, the eleventh day of September, in the year of our Lord one thousand nine hundred and thirty six.

ELSIE VIOLA RICHARDSON (seal)

Signed, sealed, published and declared by the above named Elsie Viola Richardson as and for her last Will and testament, in the presence of us, who have hereunto subscribed our names at her request as witness thereto in the presence of the said Testatrix and of each other.

Myrtle Edith Twaddell
Harry Gilbert Twaddell

COUNTY OF DELAWARE, SS:

Be it remembered, that on this 23rd day of Nov. A.D., 1936, before me, WINFIELD W. CRAWFORD, Register for the Probate of Wills and Granting Letters of Administration in and for the County and State aforesaid, personally appeared Myrtle Edith Twaddell one of the subscribing witnesses to the within Will, who being duly affirmed, did depose and say that she saw Elsie Viola Richardson the Testatrix therein named, sign and seal the same, and heard her publish, pronounce and declare the within writing to be her Last Will and Testament, and that at the doing thereof, the said Testatrix was of sound and disposing mind and memory, as far as this deponent knows and as she verily believes, and that Harry Gilbert Twaddell the other subscribing witness was present at the same time and signed his name as witness to the said Will, together with deponent, at the request of and in the presence of the Testatrix and in the presence of each other.

Affirmed and subscribed before me the
day and year above written.
John V. Murray
Deputy Register.

)
) Myrtle Edith Twaddell
)
)

COUNTY OF DELAWARE, SS:

Be it remembered, that on this 23rd day of Nov. A.D. 1936. before me, WINFIELD W. CRAWFORD, Register for the Probate of Wills and Granting Letters of Administration in and for the County and State aforesaid, personally appeared Hary Gilbert Twadell one of the subscribing witnesses to the within Will, who being duly affirmed, did depose and say that he saw Elsie Viola Richardson the Testatrix therein named, sign and seal the same, and heard her publish, pronounce and declare the within writing to be her Last Will and Testament, and that at the doing thereof, the said Testatrix was of sound and disposing mind and memory, as far as this deponent knows and he verily believes, and that Myrtle Edith Twaddell and other subscribing witness was present at the same time and signed her name as witness to the said Will, together with deponent, at the request of and in the presence of the Testatrix and in the presence of each other.

Affirmed and subscribed before
me the day and year above written.
John V. Murray
Deputy Register

)
) Harry G. Twaddell
) Harry Gilbert Tweaddell
)

IN THE MATTER OF THE ESTATE OF
Elsie Viola Richardson late of
Township of Bethel Delaware County,
Pa., Deceased.

Edward Vernon Richardson who has applied to Winfield W. Crawford, Register of Wills of said County, for Letters Testamentary upon the Estate of Elsie Viola Richardson, Deceased, being duly affirmed does declare and say that as Executor of the last will and testament of said Elsie Viola Richardson, Deceased he will well and truly administer the goods and chattels, rights and credits of the said Deceased according to law; and also will diligently and faithfully regard and well and truly comply with the provisions of the law relating to direct inheritances and collateral inheritances.

Affirmed and subscribed before
me this 23rd day of Nov. A.D. 1936

John V. Murray
Deputy Register

Edward Vernon Richardson

D E C R E E

AND NOW, to wit: Nov. 23 1936 - due and satisfactory proof having been made before me, according to law, it is ordered, adjudged and decreed that the foregoing instrument of writing be admitted to probate as the Last Will and Testament of Elsie Viola Richardson late of the Township of Bethel Deceased and that Letters Testamentary be granted to the Executor named therein he being first duly qualified according to law.

John V. Murray
Deputy Register

THE COMMONWEALTH OF PENNSYLVANIA DELAWARE COUNTY, ss:

LETTERS TESTAMENTARY

(SEAL)

By the tenor of these presents, I Winfield W. Crawford, Register of the Probate of Wills and Granting Letters of Administration in and for said County, unto all men
Send GREETING:

WHEREAS, Elsie Viola Richardson late of the Township of Bethel in the said County, deceased, had while she lived and at the time of her death, divers goods and chattels, rights and credits, in sundry places the said County, by reason whereof and by the laws and customs of the said Commonwealth, the approbation and insinuation of the last will and testament of the said Elsie Viola Richardson and the commission of Administration of all and singular her goods and chattels, rights and credits, and also auditing the accounts, calculations and reckonings of the said administration, and the final discharge and dismissal therefrom unto the Register aforesaid do belong:

NOW KNOW YE, that on the 23rd day of November in the year of our Lord one thousand nine hundred and thirty six at Media, in the County aforesaid, before me the Register aforesaid, duly appointed, commissioned and constituted, was proved, approved and insinuated the last will and testament of the said Elsie Viola Richardson Deceased, a true copy whereof is to these presents annexed, and the administration of all and singular the goods and chattels, rights and credits of the said deceased, by her last will and testament in any way or manner affected, was granted unto Edward Vernon Richardson executor, in the said will named and appointed he having been first duly affirmed well and truly to administer the goods and chattels, rights and credits, of the said Deceased, according to law, and also diligently and faithfully to regard, as well and truly to comply with provisions of the law relating to Collateral Inheritances.

IN TESTIMONY WHEREOF, I have caused the seal of the Register's Office to be hereunto affixed, at Media, the 23rd day of November, in the year of our Lord one thousand nine hundred and thirty-six (1936)

John V. Murray
Deputy Register.

STATE OF PENNSYLVANIA,
DELAWARE COUNTY, ss:

(SEAL) I, WINFIELD W. CRAWFORD, Register for the Probate/Wills and granting Letters of Administration and Ex-officio Clerk of Orphans' Court in and for Delaware County, State aforesaid, and as such, keeper of the records of said office, do hereby certify that the within and foregoing is a true copy of the original Last Will and Testament of Elsi Viola Richardson, late of the Township of Bethel, deceased; together with probate thereon, proved agreeably to the laws and usages of the Commonwealth of Pennsylvania and Letters Testamentary. as the same now remain of Record, in the Register's Office, in and for the County of Delaware aforesaid. That the attached is a complete copy of the entire Record of the Probate proceedings. No revocation of said letters appears of record.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said office, at Media, this 19th day of March, A.D. 1937.

WINFIELD W. CRAWFORD
Register of Wills and ex-officio Clerk of
Orphans' Court

STATE OF PENNSYLVANIA,
DELAWARE COUNTY, ss:

I, W. Roger Fronefield, President Judge C.P. 32nd Judicial District, specially presiding in the Orphans' Court of Delaware County, do certify that the foregoing Certificate and attestation made by Winfield W. Crawford, Register of Wills and Ex-officio Clerk of said Orphans' Court, whose name is thereto subscribed and seal of his office affixed, are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand this 19th day of March, in the year

of our Lord one thousand nine hundred and thirty-seven, (1937).

W. ROGER FRONEFIELD
President Judge
C.P. 32 Judicial District, specially
presiding.

STATE OF PENNSYLVANIA,
DELAWARE COUNTY, ss:

(SEAL) I, Winfield W. Crawford, Esq., Register of Wills and Ex-officio Clerk of the Orphans' Court of Delaware County, to certify, that the Honorable W. Roger Fronefield, by whom the foregoing Attestation was made; and who has therunto subscribed his name, at the time of the making thereof, and still is, President Judge C.P. 32nd Judicial District, specially presiding in the Orphans' Court of Delaware County, duly commissioned and sworn; to all whose acts, as such, full faith and credit, are and ought to be given, as well in Court of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this 9th day of March, in the year of our Lord one thousand nine hundred and thirty-seven, (1937).

Winfield W. Crawford
Register of Wills and ex-officio Clerk of
Orphans' Court.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Exeniplified Copy of Last Will and Testament of Elsie Viola Richardson, deceased as filed and passed in this office on March 23 1937

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 30th day of March 1937

Seal of
Orphans Court

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County,
Maryland

PETITIONERS EXHIBIT "B"
Filed March 31st 1937

STATE OF MARYLAND,

TO WIT:

QUEEN ANNE'S COUNTY,

I, Norman S. Dudley, Register of Wills for Queen Anne's County, do hereby certify that it appears from the records of the Orphans' Court that on the 4th day of August, A.D., nineteen hundred and thirty six, Letters of Administration of all and singular the goods, chattels, credits and personal estate of R. John Warner, late of Queen Anne's County, deceased, were granted and committed unto Wlla N. Warner after she had entered into bond with approved security for the dur performance thereof, according to law, and after she had taken the oath by law required of her, and

I FURTHER Certify that it appears from the Records of said Court that the said Ella N. Warner, Administratrix of the estate of R. John Warner, deceased, gave Notice to Creditors by having said Notice published in the Centreville Observer on the 6th day of August, 1936, and that said Notice to Creditors expired on the 8th day of February, 1937, and

I FURTHER CETIFY that it appears from the Records of said Court that the said Ella N. Warner, Administratrix of the estate of R. John Warner, deceased, filed her First Administration Accounty in the estate of the said R. John Warner, deceased, on the 23rd day of March, 1937, in which she shows the payment of all claims filed against the estate.

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of the Orphans' Court this 30th day of March, 1937.

(SEAL)

NORMAN S. DUDLEY
Register of Wills for Queen Anne's County.

PETITIONERS
EXHIBIT "C"
Filed March 31st 1937

This Deed, made this _____ day of April in the year nineteen hundred by Edwin H. Brown, of Queen Anne's County, in the State of Maryland, Surviving Trustee, Witnesseth: Whereas by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the nineteenth day of August in the yeat eight- een hundred and eighty nine, in the case of "John K. Burris and Mary E. Burris his wife, nee Warner and others, Plaintiffs vs George W. Warner, Martin L. Warner and Annie L. Warner, his wife, Defendants, No. 914, John B. Brown and the said Edwin H. Brown, of said county, were appointed Trustees the sell the land decreed to be sold, and sold the same to Robert J. Warner of said County at and for the sum of four thousand five hundred and eleven dollars and seventy two cents, subject, however, to the annuity or rent charge and lieu in favor of Martin Warner of three hundred dollars per year, secured by Deed recorded in Liber W.D. No. 1 folios 292, &c., a Land Record of said County, payable on the first day of January in each year during the life of said Martin and proportion for the year he dies, said purchaser to pay same according after and from July 1st 1891, and same to apportioned as liens and charges on said two farms hereinafter conveyed, (the first of which sold for

\$2622.10, and the second sold for \$1889.62) in proportion or pro rata to the sales of same, as will fully appear by reference to the proceedings in said case; and whereas the said John B. Brown having departed this life, and said Robert J. Warner having paid said purchase money, the said Court did by its order in said cause dated the 27th day of March 1900 authorize and direct the said Edwin H. Brown, survivor of said trustees, as said surviving trustee to convey to said Robert J. Warner said property as the said trustees could have done under said original decree, he being so far as necessary therefor constituted sale trustee in said cause.

Now therefore in consideration of the foregoing premises and the sum of one dollar, the said Edwin H. Brown, surviving trustee as aforesaid does hereby grant and convey unto said Robert J. Warner, his heirs and assigns, all the right, title, interest and Estate of all the parties to the aforesaid Cause, of, in and to the following properties, to wit: No. 1 All that Farm or tract of land, situate in the First Election District of Queen Anne's County aforesaid, on the Public Road from Sudlersville to Templeville, it being what is commonly known as the "Nickerson or Knotts Farm" and woodland purchased of Stevens and wife, or by whatsoever name or names, the same may be called which is contained within the following metes and bounds, courses and distances, to wit: Beginning at a Stone planted in the ground on the East side of said road as a boundary between the said Steven's lot and the James R. Sudler land now owned by Charles A. Busted and running North sixty-nine and a fourth degrees East, ninety eight and eight tenths rods then South twenty four and three fourths degrees East, thirty four and three tenths rods to a stone, a Corner for A.J Gadds' Wood lot, then with said Wood lot South twenty one and a half degrees East, one hundred and thirty rods, the South sixty two and a half degrees West, fifty rods to a stone, then South seventy seven degrees West, thirty four rods to the road, then South seventy two and three fourths degrees West, sixteen rods to a stone, a corner for Brooks' Lot, and then North twenty two and a fourth degrees West, one hundred and sixty eight and eight tenths rods to the Beginning aforesaid and containing one hundred and five acres, three rods, and thirty one perches of land, by the survey made on the 3rd day of November, 1891, and No 2, All that Farm or tract of land, situate in said District and County, known as "Seegars Hazard", or by whatsoever name or names the same may be called, embraced within the following metes and bounds, courses and distances to wit: Beginning at a large stone which is a corner for A.J. Gadd woodland and for Charles A. Busted's land, and running thence North two degrees East, fifty four rods to the Public Road, then North seventy nine and a half degrees East, forty and three tenths rods to the Pott's lot, then North twenty one degrees West, eighteen and eight tenths rods, then North eighteen and a half degrees West, ten and seven tenths rods, then North three degrees West, seventeen and two tenths rods, then North sixty eight and a fourth degrees East, thirteen and seven tenths rods, then South twenty and a fourth degrees East, forty five and seven tenths rods to the road, thence with the road North sixty six and three fourths degrees East, sixty eight and five tenths rods, then South fourteen and three fourths degrees East, Eighty seven and three tenths rods to a stone, then North seventy three and a fourth degrees East, sixty seven and three tenths rods to Wm. Phillip's land, then South twenty five degrees East, sixty five and six tenths rods to a stone a corner for David Clark's land, then with his land South sixty six and three fourths degrees West, two hundred and thirty seven rods to A. J. Gadds Woodlot, then with said Lot North twelve and a half degrees, West, one hundred and twenty four rods to the place of Beginning containing by a survey of the aforesaid date one hundred and eighty eight acres, three rods and thirty four purchase of land, but the aforesaid grant is subject, however, to the annuity or rent charge and lien hereinbefore set forth and referred to in favor of Martin Warner as aforesaid.

Witness his hand and seal.

Test: _____

Seal)
Surviving Trustee

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this ____ day of April in the year nineteen hundred before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Edwin H. Brown, surviving Trustee aforesaid, and acknowledged the aforesaid Deed to be his act.

J.P.

PETITIONERS

Exhibit "DZ"

Filed March 31st 1937

This Release made this ____ day of April in the year nineteen hundred by me Robert J. Warner, of Queen Anne's County, State of Maryland, Witnesseth, that in consideration of the payment unto me of \$55.49, Claim No 8, and \$174.00 claim No 12, and \$472.94 1/3, one sixth of balance, allowed me in the audit in the case of John K. Burris et al George W. Warner et al " No. 914 in the Circuit Court for Queen Anne's County in Equity, with their due proportion of interest, and any other sums to which I am entitled in said cause, (all of which were paid me by being allowed as credits on my purchase in said cause, and which payments are hereby acknowledged,) I the said Robert J. Warner, do hereby release, exonerate, discharge and acquit Edwin H. Brown, the survivor of the trustees in said cause, and the sureties in the Trustees' bond therein from any and every claim or demand for or on account of the aforesaid sums, and any and every sum to which I may or might be entitled from the sales in said cause or from the due and proper execution on the trust therein or the interest on same, hereby admitting same fully paid me.

Witness my hand and seal

TEST: _____

(SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this ____ day of April 1900 before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared Robert J. Warner and acknowledged the aforesaid Release to be his act.

J.P.

PETITIONERS'

EXHIBIT "E"

Filed March 31st, 1937

Queen Anne's County, to wit: Be it remembered, that on the Twenty seventh day of January, in the year One Thousand eight hundred and ninety three, the following Deed was brought to be recorded, to wit:

This Deed, made this Third day of January, in the year One Thousand eight hundred and ninety three by Martin Warner of Queen Anne's County, in the State of Maryland; Whereas, Martin Warner hath heretofore applied unto Robert J. Warner to assist him in raising the sum of Two Thousand Dollars, with which to pay for "certain Sudler Lands", and certain "Temple Lands", which he hath heretofore purchased of J.B. & E. H. Brown, Trustees, and which the said Robert J. Warner, hath assisted the said Martin Warner in raising by mortgaging his own land for the purpose of securing a loan of said purchase money; and whereas there are divers other good and sufficient considerations hereunto moving, the said Martin Warner who agreed to furnish part of the consideration to be paid by Robert J. Warner for the farms purchased by him of J.B. & E.H. Brown which he hath found since, he will be unable to do.

Witnesseth: That in consideration, of the premises and of the sum of five dollars to him in hand paid, the said Martin Warner doth grant unto Robt. J. Warner of Queen Anne's County, in the State of Maryland his heirs and assigns in fee simple, all his interest in and to all those pieces or parcels of Ground situate, lying and being in the First Election District, of Queen Anne's County aforesaid, and described as follows, to wit:

Tract No. 1 consisting of all that Farm, tract, parts of tracts or parcels of land, situate in Queen Anne's County, aforesaid, on the public road leading from Sudlersville to Templeville about three miles, from either town, adjoining the lands of David Clark and Patrick, Mann, containing 140 acres of land, more or less.

Tract No. 2 consisting of all that farm situated in Queen Anne's County aforesaid, about three miles from Budlersville, on the public road leading from said village to Peters Corner, adjoining the lads of Wm. Peters, Samuel Philips and Charles Peters, containing 180 acres of land, more or less: which said two farms were heretofore sold unto Robert J. Warner by John B. Brown and E.H. Brown, Trustees, duly appointed in cause No. 914, Chancery in the Circuit Court for Queen Anne's County aforesaid, wherein John K. Burris et al are plaintiffs and George W. Warner et al are defendants as will appear by reference to said proceedings.

Together with the buildings and improvements thereupon erected made or being; and all and every, the rights roads, alleys ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining. To Have and to hold the said pieces or parcels of ground and premises above described or 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 Robert J. Warner his heirs and assigns, in fee simple.

And the said Martin Warner covenants that he will warrant specially the property hereby granted, and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal

Test: J. Evan Thomas

MARTIN WARNER (SEAL)

State of Maryland, Kent County, to wit:

I hereby certify, that on this Third day of January, in the year One Thousand eight hundred and ninety three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid personally appeared Martin Warner and acknowledged the foregoing Deed to be his act.

J. Evan Thomas, J.P.

State of Maryland, Kent County, Act: I hereby certify, That J. Evan Thomas Esq., before whom annexed acknowledgment was made and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and qualified according to law.

In Testimony Whereof, I hereto subscribe my name and affix the Seal of the Circuit Court for Kent County, this 26th day of January A.D. 1893.

Circuit Court
Seal Kent County,
Md.

Samuel G. Fisher
Clerk of the Circuit Court for Kent
County

State of Maryland,
Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber L.D. No. 1, folios 222, etc., a Land Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County this twenty-seventh day of March, in the year nineteen hundred and thirty seven.

Court
Seal.

William H. Carter Clerk

Order of Petition
Filed April 1, 1937

The foregoing Petition of Ella N. Warner, widow of Robert John Warner, deceased and others, together with the affidavit and exhibits therewith filed, having been read and considered, it is therefore this first day of April, 1937, ordered and directed by the Circuit Court for Queen Anne's County, in Equity, that the said Petition and exhibits, together with such other papers in the original Chancery Cause #914 as may bear upon the facts alleged in the petition, be and are hereby referred to the regular examiner of this Court in order that proof may be duly taken and returned.

to this Court of the truth of matters alleged; it is further ordered and directed that notice be given by the Examiner to the personal representative of Edwin H. Brown, deceased of the taking of such proof and that a copy of the petition and of this order be left with said personal representative of Edwin H. Brown, deceased,

Upon the taking of the proof, as herein ordered, and upon the return thereof the Court, if satisfied thereupon of the truth of the allegations of the petition a Trustee will be appointed to make the conveyance as prayed in the Petition.

Filed April 1, 1937

THOS J. KEATING

I hereby admit service of the above petition and order of Court the first day of April in the year nineteen hundred and thirty seven.

EDWIN H. BROWN JR. Adm.
of EDWIN H. BROWN

DEPOSITIONS

Filed April 7, 1937

John K. Burris, et al.	:	In the Circuit Court for
	:	
vs.	:	Queen Anne's County,
	:	
George W. Warner, et al.	:	In Equity,
	:	Chancery # 914

To the Honorable the Judges of said Court:

The proceedings in the aforesaid cause having been referred to your Examiner by the order of this Court dated the First day of April, 1937, and Edwin H. Brown, Jr., Esquire, the personal representative of Edwin H. Brown, deceased, having admitted service of the petition and of said Order, and Thomas J. Keating, Jr., solicitor for the petitioners, having notified your Examiner that he desired to take testimony at his office at 10:00 o'clock A.M., April 6, 1937, you Examiner did attend at the office of Thomas J. Keating, Jr. Esquire, in Centreville, Maryland, Tuesday, April 6, 1937, at 10:00 o'clock a.m. and proceeded to take the following testimony, to wit:

The first witness, George W. Phillips, of lawful age, after having been duly sworn, deposes and says:

- Q 1. Mr. Phillips, state your name, age, and place of residence.
- A. George W. Phillips, Sudlersville, Queen Anne's County, Maryland. 68.
- Q 2. This proceeding is an old partition proceeding involving the sale of a part of the Old Warner Homestead in the First District. Mrs. Ella N. Warner and her children, the heirs of Robert John Warner, deceased, have filed a petition to procure a deed for this land. I will now ask you if you knew Robert John Warner, late of Queen Anne's County, deceased?
- A. Yes.
- Q. 3 Do you know on or about what time he died?
- A. In July, 1936.
- Q. Did you know all of Mr. Warner's children?
- A. Yes.
- Q. Would you mind naming them to me?
- A. Grace Warner, who married Walter Rambo, Charles Warner, Mary Warner who married Ernest Ford, Bertha Warner who married Harry Dulin, Elsie Warner who married Vernon Richardson, Elva Warner, who is the youngest daughter, who married one Bilbrough, Norman Warner, Herald Warner, William Warner, Spencer Warner, and Harry Warner.
- Q. 6 You have named one Harry Warner as a son of Mr. Robert J. Warner. Is he living or dead?
- A. Dead.
- Q 7 Do you know when he died?
- A. I just couldn't say the date but it was about 6 or 7 years ago.
- Q. 8 Was he married?
- A. No.
- Q. 9 Was he ever married?
- A. No.
- Q 10 Do you know Mrs. Ella N. Warner, the widow of Robert J. Warner?
- A. Yes.
- Q. 11 Do you know whether or not Mr. Warner left a will when he died?
- A. I do not.

Q.12 Have you heard?

A. I have heard he didn't.

Q. 13 Do you know the farm known as the "Old Warner Homestead"?

A. Yes, it adjoins my farm.

Q. 14 Do you recall whether or not Mr. Robert J. Warner bought any part of that farm from Edwin H. and John B. Brown, as trustee?

A. No, I don't.

Q. 15 Do you remember when Mr. Warner bought the farm?

A. No.

Q. 16 Do you know whether or not Mr. Warner has had possession of that farm for many years.

A. Yes, I guess he had had possession of it for 45 or 50 years. I know he had possession of it 43 years ago because I lived adjoining that farm for a couple of years and he had it then. It had no buildings on it but he tilled it.

Q 17. Did you know Mr. Martin Warner?

A Yes.

Q 18. Do you recall when he died?

A No.

Q 19. Do you know what relationship he bore to Mr. Robert John Warner?

A. He was his father.

Q. 20 Did you know Mrs. Elsie Warner Richardson, one of the children of Mr. Robert John Warner?

A. Yes.

Q 21 Do you know when she died?

A Just before Thanksgiving, 1936.

Q.22 Did you know Mr. Edwin H. Brown, Sr., the late Judge Brown?

A. Yes.

Q 23 Could you tell us when he died?

A. No, I couldn't

Q 24 Now, Mr. Phillips, I'll ask you whether or not those children of Mr. Robert John Warner whom you have named were the only children that he had?

A. All that I know of. He was only married once.

Examiner's Special Interrogatory-

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer No.

GEORGE W. PHILLIPS

The next witness, Charles E. Warner, of lawful age, after having been duly sworn, deposes and says:

Q 1. Mr. Warner, you are the Charles Warner who has filed this petition with your brothers and sisters and your Mother to straighten out the title to two tracts of land, a part of the Old Warner Homestead, are you?

A. Yes sir.

Q. 2 Will you please name over your brothers and sisters?

A Grace, Mary Bertha, Elsie, Elva, Norman, myself, Charles Hearld, William, Harry, and Spencer.

Q 3 All of the parties which you have named have signed this petition with the exception of Harry Warner and Mrs. Elsie Richardson?

A Yes sir.

Q 4 Are they deceased?

A Yes.

Q. 5 Will you tell me when each one died?

A. Harry died in December 1930 and Elsie died the 19th of November, 1936.

Q. 6 Did Mr. Harry Warner ever marry?

A No

Q. 7 Who was Mrs. Elsie Richardson's husband?

A Edward Vernon Richardson.

Q. 8 Do you know whether she left a will?

A. They say she did, but I haven't seen it.

Q. 9 When did your father, Mr. Robert John Warner die?

A. July 27, 1936

Q 10 Will you state whether or not your father left any other children beside those you have named?

A. No sir, he did not.

Q. 11 Did he leave any children of any deceased children?

A No.

Q 12 What is your mother's name?

A Ella N. Warner .

Q 13 Do you know who administered on your father's estate?

A Ella N. Warner

Q 14 Do you know whether or not your mother has stated her first Administration Account in the Orphans' Court for Queen Anne's County?

A Yes sir.

Q 15 Do you know whether or not that showed that all claims against the estate were paid?

A Yes sir, it did.

Q 16 I will now hand you a paper marked petitioner's Exhibit "C", which is an un-executed deed from Edwin H. Brown, surviving trustee, to Robert J. Warner and will ask you to read the description of the land in said unexecuted deed and tell me whether or not the same is a part of the farm known as the "Old Warner Homestead".

A This seems to be a description of two parcels of the farm. I have always understood that the farm was made up of a number of parcels and I have been informed that he never got a deed for the two parcels herein mentioned.

Q 17 Do you know, or have you ever heard from whom and about when your father was supposed to have bought these two parcels?

A I don't remember.

Q 18 Will you state whether or not your father has always had possession of these two parcels of land since you can remember and how long that has been?

A Yes sir, and about 30 years.

Q 19 Did you know your grandfather, Mr. Martin Warner?

A I can just barely remember him.

Q 20 Do you remember on or about when he died?

A Sometime in 1905.

Examiner's Special Interrogatory-

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer : No.

CHAS. E. WARNER.

The next witness, Mrs. Ella N. Warner, of lawful age, after having been duly sworn, deposes and says:

Q 1. Mrs. Warner, are you the widow of Mr. Robert J. Warner?

A Yes sir.

Q 2 When did Mr. Warner die?

A. July 27, 1936.

Q 3 Was Mr. Warner ever married but the one time?

A No sir.

Q 4. What children did you have?

A Norman Warner, Grace who married Walter Rambo, Charles, Hearld, William, Harry, Spencer, Elva who married Charles Bilbrough, Mary who married Ernest Ford, Bertha who married Harry Dulin, and Elsie who married Vernon Richardson

Q 5. Do you know your daughter Elsie's husband, Vernon Richardson?

A. Yes, I do.

Q 6 Is your daughter Elsie living or dead?

A Dead.

Q 7 Is Mr. Harry Warner living or dead?

A Dead.

Q 8 Are all of the rest of your children living?

A Yes, they are.

Q 9 When did Mr. Harry Warner die?

A He died December 10, 1930.

Q 10 Was he married at the time of his death?

A No, he was never married.

Q 11 When did Mrs. Richardson die?

A November 19, 1936.

Q 12 Do you know whether or not she left a last will and testament?

A Yes, she did.

Q 13 I now hand you a paper marked Petitioner's Exhibit "A" and will ask you what it is?

A This is a cerified copy of my daughter, Elsie's will.

Q 14 Did your husband Mr. Robert J. Warner, leave a will?

A. No, he didn't

Q 15 Who administered upon his estate?

A Myself, Ella N. Warner.

Q 16 Will you state whether or not your have filed your first administration Account in the Orphans' Court for Queen Anne's County?

A I have.

Q 17 Does said account show all claims against the estate paid?

A Yes sir, it does.

Q 18 Are you familiar with the farm known as the "Old Warner Homestead"?

A Yes sir, I am.

Q 19 Will you state whether or not it is composed of a number of smaller tracts of land now reduced into one farm?

A Yes sir, it is.

Q 20 Do you know whether or not there were two of said parcels which Mr. Warner bought from John B. Brown and Edwin H. Brown as trustees, to sell the old Warner land?

A Yes sir, there were.

Q. 21 In the Report of Sale of said trustees and the proceedings in this cause one of said parcels is described as containing 140 acres of land more or less, and the other as containing 180 acres of land, more or less, but also according to said proceedings said parcels were resurveyed and were found to contain 105 acres, 3 roods, and 31 perches of land, and othe other to contain 188 acres, 3 roods, and 34perches of land. Do you know whether or not these are the two parcels that your husband purchased from said trustee?

A Yes sir, they are.

Q 22 Do you know whether or not your husband ever got a deed from said Trustees for said land?

A No sir. He got those two tracts of land the first year we were married in, 1891.

Q 23 I'll now hand you two papers, one marked Petitioner's Exhibit "C" which is and unexecuted deed from Edwin H. Brown, surviving trustee, to Robert J. Warner and the other is an unexecuted release from Robert J. Warner to Edwin.

H. Brown, surviving trustee, in Chancery Cause #914, and will ask you if you ever saw these two papers before?

A. Yes sir, I have.

Q 24 Where did you see them before?

A They came through the mail.

Q 25 At what time?

A I can't exactly say but I judge about two or three years after we bought the farm.

Q 26 Where have they been ever since you first saw them?

A Among Mr. Warner's papers.

Q 27 After Mr. Warner's death what did you do with said papers?

A I brought them down to Mr. Keating to get them straightened out and get a deed.

Q 28 Do you know whether or not Mr. John B. Brown or Mr. Edwin H. Brown, Sr., are now living?

A No, they are both dead.

Q 29 Did you know Mr. Martin Warner?

A Yes.

Q 30 What relation was he to your husband, Robert J. Warner?

A His father. He lived with us fourteen years after we were married.

Q 31 Do you know whether or not your husband ever paid his father, Mr. Martin Warner, any annuity or rental charge off the land which we have been discussing and is described in this proceeding.

A Yes, he did.

Q 32 How long did he pay it?

A For quite a few years and finally Mr. Martin Warner sold his interest to my husband.

Q 33 Will you state whether or not your husband has had possession of the two tracts of land described here ever since he originally purchased it from the Messrs. Brown, Trustees?

A Yes, he has.

Examiner's Special Interrogatory=

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer : No.

ELLA N. WARNER

The next witness, Mrs. M. Grace Rambo, of lawful age, after having been duly sworn, deposes and says:

Q1. Mrs. Rambo, this chancery suit is entitled "John K. Burris, et al. vs George W. Warner, et al," and is an old chancery cause involving the sale of two parcels of land comprising a part of the old Warner Homestead. You, your mother, and your brothers and sisters have filed a petition to procure a deed of conveyance for said two parcels of land. I will now ask you to name over the heirs at law of your father, Mr. Robert John Warner

A. Ella N. Warner, Norman Warner, M. Grace Rambo-myself, Mary Ford, Bertha Dulin, Charles Warner, William Warner, Elsie Richardson, Spencer Warner, and Elva Bilbrough, and Hearld Warner.

Q 2. Will you state whether or not all of these brothers and sisters whom you have just named survived your father?

A Yes, but since his death, Mrs. Richardson has died on November 19, 1936.

Q 3. When did your father die?

A July 27, 1936

Q 4. Did you ever have any other brothers and sisters?

A Harry Warner who was killed in an automobile accident in Dover on December 10, 1930.

Q. Was he ever married?

A No.

Q. Will you state whether or not your father left a last will and testament?

A. No, he did not.

Q 7. Who administered your father's estate?

A Ella N. Warner.

Q 8. Will you state whether or not she has stated her First Administration Account?

A. Yes she has.

Q 9. Did it show all of the claims filed against said estate to be paid in full?

A. Yes, it did.

Q 10. Do you know whether or not your sister, Mrs. Elsie Richardson, left a will?

A. Yes, I know that she did.

Q 11 Are you familiar with it?

A Yes.

Q12. I now hand you a paper marked Petitioner's Exhibit "A" and will ask you what it is?

A. I have seen it before. It is a certified copy of the last will and testament of my sister.

Q 13. Do you know Mr. Vernon Richardson, your sister's husband who is named as executor in the will?

A Yes.

Q 14 Where does he live?

A In Boothwyn, Pennsylvania.

Q 15 Are you familiar with the two parcels of real estate mentioned in these proceedings.

A Yes.

Q 16 Where are they located?

A They are part of the old Warner Homestead in the First Election District of Queen Anne's County, Maryland.

Q 17 Do you know whether or not your father ever had a deed for these two pieces of land?

A None that I know of.

Q 18 Do you know or have you heard from whom he purchased said land?

A He got them from the deceased Messrs. Brown.

Q 19 Will you state how long to your knowledge your father has had possession of the said two parcels of land?

A As far back as I can remember.

Q 20 Did you know your grandfather, Mr. Martin Warner?

A Yes.

Q 21 Do you know when he died?

A Yes, in 1905.

Q 22 Do you know of your own knowledge whether or not your father, Mr. Robert John Warner, ever paid to your grandfather, Mr. Martin Warner, any annuity or rental charge on the real estate mentioned in these proceedings?

A I have heard my father say that he did.

Q 23 Do you know or have you heard whether or not he ever stopped paying said rental charge before your grandfather died?

A Yes, when he bought the property from him or rather his interest.

Q 24 I now hand you two papers marked Petitioner's Exhibit "C" and Petitioner's Exhibit "D" respectively and ask you whether or not you have ever seen them before?

A Yes, I have.

Q 25 Where?

A I have seen them among my father's papers and at his death I helped my mother gather them up and bring them to Mr. Keating.

Q 26 Will you tell me what they are?

A. Yes, one is a deed of Edwin H. Brown, surviving trustee, to Robert J. Warner - Exhibit "C" ; the other is a release of Robert J. Warner to Edwin H. Brown, surviving trustee in Chancery Cause #914 - Exhibit "D" - both of which are unexecuted.

Q 27. Have you any knowledge at all of why your father never got the deed executed by Mr. Brown?

A. Just pure negligence.

Q 28. Do you and your mother and your brothers and sisters now desire to obtain a deed for this land?

A. Yes.

Examiner's Special Interrogatory-

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer: No.

M. GRACE RAMBO

The next witness, Edwin H. Brown, Jr., of lawful age, after having been duly sworn, deposes and says:

Q 1. Will you please state your name, age, occupation, and place of residence?

A. Edwin H. Brown, Jr., attorney at law. I am 59. I live in Centreville Maryland.

Q 2. You are the son of Judge Edwin H. Brown?

A. I am.

Q 3. What year did your father die?

A. I think in 1905.

Q 4. Have you looked at any of the papers in the proceeding of John K. Burris, et al, vs. George W. Warner, et al Chancery cause #914?

A. I have.

Q 5. Have you any personal knowledge of the sale of the real estate made in that cause by your father and Mr. John B. Brown?

A. I only know it was sold by them.

Q 6. Will you state whether or not the letters of administration or letters testamentary were granted in your father's estate?

A. They were granted to me.

Q 7. In the course of your duties as administrator of Edwin H. Brown, deceased, did you have any knowledge of any sums due unto your father as trustee in this Chancery Cause #914, by Robert John Warner, deceased, for any part of the purchase money of this property.

A. I have no evidence of that at all. There was no claim made by me as administrator against him for money due because I knew of none.

Q 8. Then so far as you knew this transaction had been closed between Mr. Warner and your father with the exception of the passing of the deed?

A. That is my understanding, yes.

Q 9. I now hand you herewith two papers marked respectively Petitioner's Exhibit "C" and Petitioner's Exhibit "D" and will ask you what they are?

A. One is a release from Robert J. Warner to Edwin H. Brown, surviving trustee in Chancery #914 and the other is a deed from Edwin H. Brown, surviving Trustee, to Robert J. Warner. These papers are in the handwriting of my father and neither one of them have been executed.

Examiner's Special Interrogatory:

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

Answer: No.

EDWIN H. BROWN JR.

Thomas J. Keating, Jr., Esq., Solicitor for the Petitioners now hands to the Examiner Exhibits A.C.D., heretofore identified by witnesses testifying in this cause, and requests that they be filed and they are filed with the Examiner and marked "Examiner's Exhibits No. 1, No. 2 and No 3", respectively.

There being no other witnesses to be examined or further testimony to be taken, and the petitioners not desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined five witnesses, making the costs chargeable to the petitioners:

H.B.W Mitchell, Examiner, -----	\$8.00
George W. Phillips, Witness, -----	.75
Charles E. Warner, Witness, one of the petitioners, ----	.00
Mrs. Ella N. Warner, Witness, one of the petitioners, --	.00
Mrs. M. Grace Rambo, Witness, one of the petitioners, ---	.00
Edwin H. Brown, Jr., Witness, -----	.75
Marion E. Hardesty, Stenographer, -----	2.50
	<u>\$12.00</u>

H.B.W. MITCHELL

ORDER OF COURT
Filed April 20th, 1937

ORDER OF COURT

The foregoing petition, affidavit, exhibits, and the testimony produced thereon having been read and considered, it is thereupon by the Circuit Court for Queen Anne's County in Equity, this 20th day of April in the year nineteen hundred and thirty-seven; ADJUDGED, ORDERED and DECREED that the real estate described in these proceedings be conveyed unto the petitioners as tenants in common in the following proportions: to Ella N. Warner an undivided one-third interest therein, to Norman Warner an undivided one-fifteenth interest therein, to Grace Rambo an undivided one-fifteenth interest therein, to Mary Ford an undivided one-fifteenth interest therein, to Bertha Dulin an undivided one-fifteenth interest therein, to Charles Warner an undivided one fifteenth interest therein, to Hearld Warner an undivided one-fifteenth interest therein, to William Warner an undivided one-fifteenth interest therein, to Spencer Warner an undivided one-fifteenth interest therein, to Elva Bilbrough an undivided one=fifteenth interest therein, to Vernon Richardson an undivided one-fifteenth interest therein; and it is further ADJUDGED ORDERED and DECREED that Edwin H. Brown Jr. be and he is hereby appointed Trustee in this cause to make said conveyance and that before he delivers a deed of conveyance as herein directed, he obtain a release from the administratrix of the estate of Robert John Warner for any and all claims and demands due unto the said Robert John Warner, by the previous trustees in this cause; and that the petitioners pay the costs incident to this petition proceedings to be taxed by the the Clerk

THOS J. KEATING

Filed April 29th 1937.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fifth day of July in the year nineteen hundred and sixty-two the following Petition For Sale was brought to be recorded, to wit:-

IN THE MATTER OF THE : IN THE CIRCUIT COURT
ESTATE OF EDNA W. EASTMAN, : FOR QUEEN ANNE'S COUNTY
: IN EQUITY NO. 4475

PETITION FOR SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, by Clayton C. Carter, his attorney, unto your Honors respectfully shows:

- 1. That your Petitioner is the duly appointed and qualified Conservator of the Estate of Edna W. Eastman, an incompetent and non-resident of this State and is authorized to have, under the direction of the Probate Court of Cook County, Illinois, the care, management, and investment of the ward's estate;
2. That the said incompetent owns two parcels of real estate in Queen Anne's County, State of Maryland, more fully described in an Agreement of Sale dated June, 1962 by and between your Petitioner and Thomas C. Cruikshank,
3. That a sale of said real estate appears to be for the best interest of said incompetent.
4. That your Petitioner, believing that a sale thereof would be for the best interest of said incompetent, has entered in to said agreement mentioned in Paragraph 2 hereof to sell said real estate for the sum of \$10,500.00 upon the terms therein set forth.
5. That your Petitioner has secured the approval of the said Probate Court of Cook County to enter into said Agreement providing for said sale, to employ Clayton C. Carter, Attorney, to take all necessary steps for the purpose of perfecting good title in and to said premises and conveying the same to Thomas C. Cruikshank, including in said services the institution of these proceedings, all of which will more fully appear in an exemplified copy of an Order of the said Probate Court of Cook County dated June 22, 1962, filed herewith as a part hereof and marked "Conservator's Exhibit No. 5".

TO THE END THEREFORE:

- 1. That the said real estate located within this State, herein mentioned and described, of Edna W. Eastman, an incompetent, may be sold at private sale unto Thomas C. Cruikshank upon the terms and conditions set forth in "Conservator's Exhibit No. 2".
2. That your Petitioner may have such other and further relief in the premises as his case may require.

Respectfully submitted:

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Petitioner
11 Lawyers Row
Centreville, Maryland
Telephone: 368

Filed July 5, 1962

CONSERVATOR'S EXHIBIT NO. 1
LETTERS OF CONSERVATORSHIP
Filed July 5, 1962

Letters of Conservatorship
STATE OF ILLINOIS,)
COUNTY OF COOK) ss.

Form 64

IN THE PROBATE COURT OF COOK COUNTY
C08717

In the Matter of the Estate of) File 58 P 3353
Edna W. Eastman, Incompetent) Docket 127
) Page 528
) Incompetent

Know all men by these presents that Edgar O. Stoffels has been appointed conservator of the estate*(and of the person) of Edna W. Eastman an incompetent and is authorized to have, under the direction of the Court, the care, management, and investment of the ward's estate* (and the custody of the ward) and is authorized to perform all duties imposed on him so far as the law charges him and to do all other acts now or hereafter required of him.

L.S.

BERNARD J. KORZEN
Witness, Clerk of the Probate Court
of Cook County, and the seal of the

Court, at the City of Chicago,
in said County, this day of
14th April 1958

BERNARD J. KORZEN
Clerk of the Probate Court

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, ANTHONY G. GIROLAMI, Clerk of the Probate Court of Cook County, in the County and State aforesaid, do hereby certify that the within is a true and correct copy of letters granted on the 14th day of April 1958 to Edgar O. Stoffels as conservator of the estate* and of the person of Edna W. Eastman incompetent, and now in force, as it appears from the original on file and from the records of the Court in my office.

Seal of Probate
Court

In witness whereof, I have hereunto set my hand and
affixed the seal of the Court at Chicago in said
County, this 22nd day of June 1962

ANTHONY G. GIROLAMI
Clerk of the Probate Court

*Strike portion which is inapplicable.

Filed July 5, 1962

CONSERVATOR'S EXHIBIT NO. 1

CONSERVATOR'S EXHIBIT NO. 2

Filed July 5, 1962

THIS AGREEMENT OF SALE, made this 22nd day of June, 1962, by and between EDGAR O. STOFFELS, CONSERVATOR OF THE ESTATE OF EDNA W. EASTMAN, AN INCOMPETENT, of 111 West Washington Street, Chicago 2, Illinois, hereinafter called SELLER, and THOMAS C. CRUIKSHANK of Sudlersville, Queen Anne's County, Maryland, hereinafter called BUYER.

WITNESSETH:

1. Seller agrees to sell and Buyer agrees to buy subject to the approval and ratification of the Circuit Court for Queen Anne's County, in Equity, and the Probate Court of Cook County, State of Illinois, the following described real estate to wit:

ALL those two tracts or parcels of land, now reduced into one farm, situate lying and being in the First Election District of Queen Anne's County, Maryland, near Dudley's Chapel on the north side of the public road leading from Dixon's Tavern through Benton's Corner to Dudley's Chapel, adjoining the lands of, or formerly of, Foster Sudler on the north, Norman A. Walls, and wife on the east, the said public road and Edward P. Cronshaw on the south and Edward P. Cronshaw and Frank E. Jackson on the west and consisting of the following:

PARCEL NO. 1 - All of the western portion of the home farm of the late Eli S. Pardee known as "Pryors Chance and Sarahs Portion", more recently called or known as "The Woodall Farm" and described by metes and bounds, courses and distances according to a Plat and Certificate of Survey made by James W. Thompson, Surveyor of Queen Anne's County, dated August 3, 1865, and filed in Cause No. 140 in the Circuit Court for Queen Anne's County, in Equity, entitled "Stephen E. Pardee vs. Isaac M. Pardee et al". and designated in the report filed therein by the Commissioners as Lot No. 1, to wit:

BEGINNING at the end of the 13th line of the whole tract and running thence N 65½ perches, N 72° W 10 perches, N. 35° W 22 perches, N 75° W 8 perches, N 54° W 16 perches, N 29° W 23 perches, S 85° W 23½ perches, S 1° E 121½ perches, N 81° W 47.2 perches, S 79 perches, S 80° E 120 perches to the end of the 24th line of the whole tract and thence straight to the beginning at the end of the 13th line.

CONTAINING 111 acres of land, more or less; and

BEING the same land which by deed dated April 3, 1929 and recorded among the Land Records of Queen Anne's County in Liber B.H.T No. 9 Folio 356 was granted and conveyed by Lelia Woodall Swartzbaugh et vir. unto Edna Woodall Nason (who later intermarried with one Eastman); and

BEING the same land which was confirmed unto the said Edna Woodall Nason by William R. Horney, Trustee, by deed dated May 30, 1930 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 11 Folio 216.

PARCEL NO. 2 - All of that part of the eastern portion of the same home farm of the late Eli S. Pardee, designated by the said Commissioners as Lot No. 2 more recently known as "The Baxter Farm", and adjoining the land of "Sarah C. Pierce Farm" and more particularly described as follows, to wit:

BEGINNING for the same at a point where this parcel corners with the said "Sarah C. Pierce Farm" on the northern boundary of the said public road leading from Dixon's Tavern through Benton's Corner to Dudley's Chapel and running thence in a northerly direction along and with the said Pierce farm a distance of 1008 feet, more or less, thence in an easterly direction a distance of 21 feet, thence in a southerly direction and parallel with the said first line on Pierce Farm a distance of 1008 feet to the said road, thence in a westerly direction along and with the northern boundary of said road a distance of 21 feet to the place of beginning, and

BEING the same land which by deed dated September 30, 1946 and recorded among said Land Records in Liber A.S.G., Jr. No. 15 Folio 25 was granted and conveyed by Norman A. Walls et ux. unto the said Edna Wl Eastman.

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, including as a part of said premises the usual landlord's fixtures belonging to the Seller and used in connection therewith, including, if any, all furnaces, stoves and fixtures appertaining thereto, hot water heaters, mantels, electric and other lighting fixtures, screens, screen doors, storm and other detached windows and doors, and all crops now growing on said premises which will mature after September 1, 1962.

2. The aforesaid premises, fixtures and crops are to be conveyed by the Seller to the Buyer by a good and sufficient, special warranty Deed, conveying a good and marketable fee simple title to the same, free of all liens, encumbrances and mortgages, except any publicly recorded easements and rights relating to public roads and public utilities affecting this property, if any, and for such deed and conveyance the Buyer agrees to pay the Seller the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00), of which the sum of ONE HUNDRED DOLLARS (\$100.00) by way of deposit is now paid the Seller, and receipt of which is hereby acknowledged by the Seller, and the further sum of TEN THOUSAND FOUR HUNDRED DOLLARS (\$10,400.00) shall be paid in cash or by certified check upon the delivery of said deed.

3. Possession of the said property, subject to the tenancy of Nelson Davis for the calendar year 1962, is to be delivered to the Buyer at the time of the delivery of the Deed, the said property to be then in the same condition in which they now are, reasonable use and wear and damage by fire or other unavoidable casualty excepted.

4. the buildings and fixtures on said premises, shall until the full performance of this Agreement be kept insured against loss by fire in the amounts now carried on the same, and, in case of loss, all sums recovered or recoverable on account of said insurance shall be paid over or assigned on delivery of the Deed to the Buyer, unless the premises shall previously have been restored to their former condition by the Seller.

The Buyer shall have the right to purchase at his own expense such other and additional insurance as he may desire without the necessity of having attached to the policy or policies thereof a loss payable clause in favor of the Seller.

5. All taxes, assessments and other charges levied against the said premises for the taxable year in which settlement takes place shall be apportioned to the date of final settlement.

6. The Seller agrees to promptly institute and prosecute in the Circuit Court for Queen Anne's County, Maryland, in Equity, and the Probate Court of Cook County, State of Illinois, whatever proceedings may be necessary to procure the approval and ratification of the sale of the interest of Edna Woodall Eastman in and to the above property.

All costs and expenses incident to said proceedings shall be born by the said Seller.

7. The Deed is to be delivered and the consideration paid at the office of the Clerk of the Circuit Court for Queen Anne's County, Maryland, in Equity, unless some other time and/or place is mutually agreed upon by the parties hereto.

8. The said Deed is to be prepared by the Buyer's attorney at his expense and recorded among the Land Records of Queen Anne's County, Maryland, by the Buyer at his expense, including all documentary and recording tax stamps.

The costs of any title examination which the Buyer may desire shall be paid by him.

The cost of preparing this Agreement shall be at the Buyer's expense.

9. If the Seller shall be unable to give title or to make conveyance as herein provided, then the Seller shall use reasonable diligence to remove any title defect and the time for consummation of this Agreement shall be extended thirty (30) days. In the event Seller shall be unable to remove such title defect within such time, then any payments made under this Agreement shall be thereupon refunded and all obligations of the parties hereto shall terminate and this Agreement shall be deemed void without recourse to either of the parties hereto.

In the event Buyer fails to perform any of Buyer's agreements herein set forth, then all payments made hereunder or pursuant hereto by Buyer may, at the option of the Seller, be retained by the Seller as liquidated damages.

10. The Buyer agrees to assume and pay for landlord's share of planting and harvesting all of the said crops maturing after September 1, 1962, including seeds, fertilizers, hauling, harvesting and the like.

11. This instrument may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors, personal representatives and assigns: nothing in this Agreement, expressed or implied, is intended to confer against any other person any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, said parties do hereunto subscribe their names and affix their seals.

TEST:

HERBERT R. STOFFELS

EDGAR O. STOFFELS (SEAL)
 Edgar O. Stoffels,
 Conservator of the estate of
 Edna W. Eastman, an incompetent,
 Seller

JOHN E. GEORGE

THOMAS C. CRUIKSHANK SEAL)
 Thomas C. Cruikshank,
 Buyer

Filed July 5, 1962

CONSERVATOR'S EXHIBIT NO. 3
 Filed July 5, 1962

#14,294 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 30th day of May, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this thirtieth day of May, in the year nineteen hundred and thirty, by William R. Horney, of Queen Anne's County, State of Maryland, Trustee in the case of "Katie Freeman, et al., vs. Alfred Anderson, et al.", being Cause No. 2676 on the Chancery Docket of the Circuit for Queen Anne's County in Equity;

WHEREAS, James T. Earle, now deceased, the former Trustee in said Chancery Cause No. 2676, by his deed bearing date the 27th day of March, 1929, and recorded in Liber B.H.T. No. 9, folio 355 etc., a land record book for Queen Anne's County aforesaid, granted and conveyed or attempted to grant and convey unto Lelia W. Swartsbaugh the real estate hereinafter described and conveyed;

AND WHEREAS, the said Lelia W. Swartsbaugh (as Lelia Woodall Swartsbaugh) her husband uniting therein, by her deed bearing date the 3rd day of April, 1929, and recorded in Liber B.H.T. No. 9, folios 356, etc., a land record book for Queen Anne's County aforesaid, granted and conveyed or attempted to grant and convey unto Edna Woodall Nason the real estate hereinafter described and conveyed;

AND WHEREAS, upon the return and filing of the audit in said Chancery Cause No. 2676, it was discovered that there was still due by the said Lelia W. Swartsbaugh, the purchaser of said real estate, the sum of Two Hundred Fifty Two Dollars and Seventy Five Cents (\$252.75) on account of said purchase price, representing one-half of the costs incident to the sale of said real estate;

AND WHEREAS the said James T. Earle, former Trustee as aforesaid, was, by the decree passed in said Chancery Cause No. 2676, directed to convey said real estate by a good and sufficient deed unto the purchaser thereof, upon the payment of the whole purchase money, but not before;

AND WHEREAS, the said Edna Woodall Nason has paid into the hands of the said William R. Horney, Trustee as aforesaid, the said sum of Two Hundred Fifty Two Dollars and Seventy Five Cents (\$252.75), constituting, as aforesaid, the balance due on account of said purchase price;

AND WHEREAS, the Circuit Court for Queen Anne's County in Equity by its order passed on the 5th day of May, 1930, upon the petition of the said Edna Woodall Nason to be substituted as purchaser in the place and stead of the said Lelia W. Swartsbaugh, the said Lelia W. Swartsbaugh and Harvey A. Swartsbaugh, her husband, and William R. Horney, Trustee as aforesaid, having consented to the passage of said order, it was ordered that the said Edna Woodall Nason be substituted as the purchaser of said real estate in the place and stead of the said Lelia W. Swartsbaugh;

AND WHEREAS, the said Court by its order, so as aforesaid passed on the 5th day of May, 1930, authorized and empowered the said William R. Horney, the present Trustee as aforesaid, to grant and convey unto the said Edna Woodall Nason a fee simple title of, in and to said real estate as fully and effectually as if the said Edna Woodall Nason had been the original purchaser at the sale of said real estate by a new deed to be executed, acknowledged and recorded according to law;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and pursuant to the power and authority conferred upon him by said order of said Court, the said William R. Horney, Trustee as aforesaid, does hereby grant and convey unto the said Edna Woodall Nason, of Cook County, State of Illinois, her heirs and assigns, in fee simple, all of said real estate, and all the right, title, interest and estate of all the parties to the aforesaid Chancery Cause No. 2676, as well as the said Lelia W. Swartsbaugh and Harvey A. Swartsbaugh, her husband, and every of them, and of those claiming by, from, through or under them or any of them, of in and to said real estate, the same being described as follows, to wit:

ALL that farm or tract of land, known as "The Woodall Farm", "The Pardee Farm", or by whatsoever name or names the same may be known, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, near "Dudley's Chapel", adjoining the land of Mary Roe and others and containing one hundred and eleven (111) acres of land, more or less; being the same land which was granted and conveyed unto Mary E. Woodall (as Mary E. Pardee) by two deeds, one from Stephen E. Pardee, et al., bearing date the 10th day of May, 1872, and recorded in Liber J. W. No. 3, folio 363 etc., a land record book for Queen Anne's County aforesaid, and the other from Lydia Pardee, bearing date the 4th day of April, 1872, and recorded in Liber J. W. No. 3, folios 314, etc., a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

WITNESS the hand and seal of the said Grantor:

TEST: Hilda T. Seward

WILLIAM R. HORNEY (SEAL)
Trustee.

STATE OF MARYLAND,)
) TO WIT:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this thirtieth day of May, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Horney, Trustee, and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary Public Seal. Hilda T. Seward
Notary Public

STATE OF MARYLAND,)
) TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber B.H.T. No. 11, folio 216, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 5th day of July in the year nineteen hundred and sixty-two.

Seal T. SORDEN PIPPIN
Clerk

CONSERVATOR'S EXHIBIT NO. 4
Filed July 5, 1962

#24,771. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of October, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 30th day of September, in the year nineteen hundred and forty-six, by Norman A. Walls and Mary J. Walls, his wife, of Queen Anne's County, State of Maryland parties of the first part, and Edna W. Eastman of Chicago, Cook County, State of Illinois, party of the second part;

WITNESSETH, that for and in consideration of the sum of Seventy Five (\$75.00) Dollars, the receipt of which is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that strip, piece or parcel of land, situate lying, and being in the First Election District of Queen Anne's County, State of Maryland, on the road from Dixion's Tavern to Dudley's Chappel and adjoining the land of Sarah C. Pierce farm and other lands of the said Grantors and the said Grantee and more particularly described as follows, to wit:

BEGINNING for the same at a point where this property to be conveyed corners with the said Sarah C. Pierce Farm on the northern boundary of the said, Dixons Tavern- Dudler's Chapper; thence in a northerly direction along and with the said Sarah C. Pierce Farm a distance of 1008 feet, more or less; thence in an easterly direction a distance of 21 feet; thence in a southerly direction and parallel with the said first line on Pierce Farm, a distance of 1008 feet to the said road; thence in a westerly direction along and with the northern boundary of said road, a distance of 21 feet, to the place of beginning.

BEING a part of the Baxter Farm, that was granted and conveyed unto Norman A. Walls and Mary J. Walls, his wife, by deed bearing date the 13th day of July, 1944 and recorded in Liber A.S.G. Number 9 folio 529, a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereupon 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 said lot or parcel of land and premises, unto and to the use of the said party of the second part, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST: (as to Grantors).

NORMAN A. WALLS (SEAL)
Norman A. Walls

DELAH DANCY ROLPH

STATE OF MARYLAND,)
 QUEEN ANNE'S COUNTY,) TO WIT:

I HEREBY CERTIFY, that on this 30th day of September, in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Norman A. Walls, and Mary J. Walls, his wife, and each acknowledged the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary
 Public
 Seal.

DELAH DANCE ROLPH
 Notary Public

STATE OF MARYLAND,)
 QUEEN ANNE'S COUNTY,) TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G. JR. No., 15, folio 235, a Land Record Book for Queen Anne's County.

Court
 Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 5th day of July in the year nineteen hundred and sixty-two

T. SORDEN PIPPIN
 Clerk

CONSERVATOR'S EXHIBIT NO. 5
 Filed July 5, 1962

STATE OF ILLINOIS)
 COUNTY OF COOK) ss

IN THE PROBATE COURT OF COOK COUNTY

IN THE MATTER OF THE)	
ESTATE OF	)	Docket 127
	)	Page 528
EDNA W. EASTMAN,	)	File 58 P3353
Incompetent)	

ORDER

This day comes EDGAR O. STOFFELS, the duly appointed and qualified Conservator of the estate of Edna W. Eastman, Incompetent, by Herbert R. Stoffels, his attorney, and presents his Petition praying for the entry of an Order granting authority to sell certain property in said Petition and hereinafter described, situated in Queen Anne's County, State of Maryland, and the Court having read said verified Petition, and having heard the argument of counsel, and being fully advised in the premises:

IT IS ORDERED that said Conservator be, and he is hereby authorized and directed to enter into an Agreement of Sale, as Conservator of this estate, a copy of which Agreement is attached to said verified Petition, providing for the sale to one Thomas C. Cruikshank of Sudlersville, Queen Anne's County, Maryland, of the premises in said Agreement described, and described as follows:

PARCEL NO. 1- All of the western portion of the home farm of the late Eli S. Pardee known as "Pryors Chance and Sarahs Portion", more recently called or known as "The Woodall Farm" and described by metes and bounds, courses and distances according to a Plat and Certificate of Survey made by James W. Thompson, Surveyor of Queen Anne's County, dated August 3, 1865, and filed in cause No. 140 in the Circuit Court for Queen Anne's County, in Equity, entitled "Stephen E. Pardee vs. Isaac M. Pardee, et al." and designated in the report filed therein by the Commissioners as Lot No. 1 to wit:

BEGINNING at the end of the 13th line of the whole tract and running thence N 65 1/2 perches, N 72° W. 10 perches, N 35° W 22 perches, N 75° W 8 perches, N 54° W 16 perches, N 29° W 23 perches, S 85° W 23-1/2 perches, S 1° E 121=1/2 perches, N 81° W 47.2 perches, S 79 perches, S 80° E 120 perches to the end of the 24th line of the whole tract and thence straight to the beginning at the end of the 13th line.

CONTAINING 111 acres of land, more or less; and

BEING the same land which by deed dated April 3, 1929 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No 9 Folio 356 was granted and conveyed by Lelia Woodall Swartzbaugh et vir, unto Edna Woodall Nason (who later intermarried with one Eastman); and

BEING the same land which was confirmed unto the said Edna Woodall Nason by William R. Horney, Trustee, by deed dated May 30, 1930 and recorded among the Land Records of Queen Anne's County in Liber B.H.T No. 11 Folio 216.

PARCEL No. 2-- All of that part of the eastern portion of the same home farm of the late Eli S. Pardee, designated by the said Commissioners as Lot No. 2, more recently known as "The Baxter Farm", and adjoining the land of "Sarah C. Pierce Farm" and more particularly described as follows, to wit:

BEGINNING for the same at a point where this parcel corners with the said "Sarah C. Pierce Farm" on the northern boundary of the said public road leading from Dixon's

Tavern through Benton's Corner to Dudley's Chapel and running thence in a north-erly direction along and with the said Pierce farm a distance of 1008 feet, more or less, thence in an easterly direction a distance of 21 feet, thence in a southerly direction and parallel with the said first line on Pierce Farm a distance of 1008 feet to the said road, thence in a westerly direction along and with the northern boundary of said road a distance of 21 feet to the place of beginning, and

BEING the same land which by deed dated September 30, 1946 and recorded among said Land Records in Liber A.S.G., Jr., No. 15 Folio 235 was granted and conveyed by Norman A. Walls et ux. unto the said Edna W. Eastman.

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 any wise appertaining, including as a part of said premises the usual landlord's fixtures belonging to the Seller and used in connection therewith, including, if any, all furnaces, stoves and fixtures appertaining thereto, hot water heaters, mantels, electric and other lighting fixtures, screens, screen doors, storm and other detached windows and doors, and all crops now growing on said premises which will mature after September 1, 1962.

IT IS FURTHER ORDERED that said Conservator is hereby authorized to sell the above deccribed premises for the price of ten thousand five hundred dollars (\$10,500.00) as in said Agreement set forth.

IT IS FURTHER ORDERED that said Conservator is authorized to retain and employ, as attorney to handle said sales transaction, one Clayton C. Carter, attorney, of Centreville, Maryland, authorizing said attorney to take all necessary steps for the purpose of perfecting good title in and to said premises and conveying the same to Thomas C. Cruikshank, aforesaid, including in said services the institution of proceedings in the Circuit Court for Queen Anne's County, Maryland, in Equity, having as their purpose the authorizing of the sale of said farm.

IT IS FURTHER ORDERED that said Conservator is hereby authorized to pay out of the proceeds of said sale, the necessary expenses involved in the clearance of title to the premises so to be sold, including reasonable attorney's fee, court costs and recording fees,

IT IS FURTHER ORDERED that upon the receipt of the net proceeds of said sale, when accomplished, said Conservator present to this Court his report and accounting in respect of said sale and concurrently present to this Court, for its approval, a further and additional Conservator's bond in the principal amount necessary under the Statutes of the State of Illinois, to cover the additional amount so held by him as Conservator.

ENTER ROBERT JEROME DUNNE
Judge

UNITED STATES OF AMERICA

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK,)

I, Anthony G. Girolami, Clerk of the Probate Court of Cook County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the annexed and foregoing to be a true and correct copy of Letters of Conservatorship issued to Edgar O. Stoffels, on the 14th day of April, 1958; Order entered on the 22nd day of June, 1962; in the matter of the Estate of Edna W. Eastman, Incompetent, as appears from the originals on file and from the records of the Probate Court in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Probate Court, at my office in the City of Chicago, in L.S. said County, this 22nd day of June A.D. 1962

ANTHONY G. GIROLAMI
Clerk of the Probate Court

COURT SEAL

STATE OF ILLINOIS)
) ss.
County of Cook)

I ROBERT JEROME DUNNE, Probate Judge of Cook County, and presiding as Judge of the Probate Court of Cook County, in the State of Illinois, Do Hereby Certify, that Anthony G. Giralami whose name is subscribed to the foregoing certificate of attestation, now is and was at the time of signing and sealing the same, the Clerk of the Probate Court of Cook County, aforesaid, and keeper of the records, files and seal thereof, duly elected and qualified to office, and that full faith and credit are, and of right ought to be, given to all of his official acts assuch, in all courts of record and elsewhere, and that his said attestation is in due form of law and by the proper officer.

Given under my hand and seal, at Chicago, in said Cook County, this 22nd day of June A.D. 1962.

Court Seal.

ROBERT JEROME DUNNE (SEAL)
Probate Judge of Cook County, Illinois

UNITED STATES OF AMERICA

STATE OF ILLINOIS,)
) ss.
 COOK COUNTY)

I, Anthony G. Giraolami, Clerk of the Probate Court of Cook County, in the State of Illinois (said Court being a Court of Record), do hereby certify that the Honorabel ROBERT JEROME DUNNE whose name is subscribed to the annexed and foregoing CERTIFICATE was, at the time of the signing thereof, and now is, the Probate Judge of said Cook County, and sole presiding Judge of said Probate Court, duly elected, commissioned and qualified, and that his said signature is genuine.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of said Probate Court, at my office, in the City of Chicago in said Cook County, this 22nd day of June 1962.

ANTHONY G. GIROLAMI
 Clerk

Filed July 5, 1962

DEPOSITIONS
 Filed July 10, 1962

IN THE MATTER OF ESTATE OF : IN THE CIRCUIT COURT
 : FOR
 EDNA W. EASTMAN, : QUEEN ANNE'S COUNTY
 : IN EQUITY
 : NO. 4475

D E P O S I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to notice given unto your Examiner by Clayton C. Carter, Esquire, Attorney for Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, of his desire to take testimony in said matter, your Examiner did attend at the office of Clayton C. Carter, Esquire, 111 Lawyers Row, on Friday July 6, 1962, commencing at 9:30 o'clock A.M., and after administering the oath to the witness and stenographer, did proceed to take the following deposition:

C. HARPER STARKEY, witness in this case, being first duly sworn to tell the truth, the whole truth and nothing but the truth, deposed as follows:
 EXAMINATION BY CLAYTON C. CARTER, ATTORNEY FOR PETITIONER:

Q. State your name, age and address.

A. C. Harper Starkey, 55, Sudlersville, Maryland.

Q. What is your occupation?

A. Tax Assessor for Queen Anne's County.

Q. What was your occupation previous to becoming a tax assessor?

A. Farmer.

Q. Are you familiar with the value of the farm land in the First Election District of Queen Anne's County?

A. Yes.

Q. Are you familiar with the Woodall Farm of Edna W. Eastman in the First District adjoining the farm of Norman A. Walls and wife?

A. Yes.

Q. How many acres does it contain?

A. 111.

Q. How much of this farm land is tillable?

A. 110 acres, more or less.

Q. When were you last upon this farm?

A. July 5, 1962.

Q. Would you describe the improvements on this farm and their condition?

A. The improvements on the farm are poor, in poor condition. The house needs work done on the outside, paint and new roof. The cow stable is only fair. The implement shed, I would say was in average condition. The stock shed, corn crib and another shed are poor.

Q. What type of farm operation is presently being conducted on the farm?

A. Grain and dairy.

Q. Does it have a milk house?

A. Yes. Cement block milk house.

- Q. Would the dairy improvements and equipment allow shipment of milk to the best milk markets?
- A. No.
- Q. What would be needed to make this a first class dairy operation?
- A. Tear them down and build new. A first class dairy operation would require a bulk tank and a new milk house.
- Q. What is the average size dairy farm in Queen Anne's County today?
- A. I would say 125 acres would be average size. Some are less, some are more, but I believe it would average upon to around that.
- Q. Does this farm abut upon any public road?
- A. Nothing but the outlet lane.
- Q. Would you describe the outlet to this farm?
- A. You enter between the properties of Norman Walls and Edward P. Cronshaw. The lane is crooked and you have to go approximately one mile to get to the buildings from the main road.
- Q. What is the state of repair of this outlet?
- A. Very poor. If they went into first class dairy operation, they would have to fix the lane. The cost of repair on the outlet would be a considerable sum.
- Q. In your opinion, what would be the fair market value of this farm today?
- A. \$15,000.00

C. HARPER STARKEY
C. Harper Starkey

Mr. Carter having no further witnesses whose deposition he desired to take, I herewith file this report and deposition.

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr., Examiner

REBECCA JANE NELSON
Rebecca Jane Nelson, Stenographer

Fees:

B. Hackett Turner, Jr., Examiner\$10.00
 Rebecca Jane Nelson, Stenographer\$10.00

Filed July 10, 1962

DEPOSITION OF EDGAR O. STOFFELS
 Filed July 16, 1962

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT FOR
 :
 EDNA W. EASTMAN, INCOMPETENT : QUEEN ANNE'S COUNTY, IN EQUITY.

NO. 4475

D E P O S I T I O N

At the request of HERBERT R. STOFFELS and CLAYTON C. CARTER, Attorneys for Edgar O. Stoffels, the Petitioner in the above entitled cause, the deposition of EDGAR O. STOFFELS, Conservator of the Estate of EDNA W. EASTMAN, Incompetent, was taken on July 12th, 1962, commencing at 11:00 o'clock a.m., in the law office of HERBERT R. STOFFELS, 111 West Washington Street, Suite 1127, Chicago, Illinois, before the undersigned, WINIFRED ZENOW, a Notary Public in and for the County of Cook and State of Illinois.

APPEARANCES:

MR. HERBERT R. STOFFELS, Appeared on behalf of the Petitioner.

EDGAR O. STOFFELS, The petitioner, being first duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

EXAMINATION BY HERBERT R. STOFFELS:

- Q. State your name, age and address?
- A. Edgar O. Stoffels, 309 North Washington Street, Park Ridge, Illinois, I am fifty-five year of age.
- Q. Are you the duly appointed and qualified conservator of the Estate of Edna W. Eastman, an incompetent?
- A. Yes.
- Q. I hand you a certified copy of a deed and ask that you identify it?

(Document examined by the witness)

A This is a certified copy of the deed to "The Woodall Farm" of Edna W. Eastman, containing 111 acres, in Queen Anne's County, Maryland. It was conveyed to her as Edna Woodall Nason. She later married Deemer T. Eastman, who died October 15th 1943. She still owns this farm, and this is the farm to be sold to Thomas Cruikshank.

MR. STOFFELS: I request that this deed be introduced as a part of this deposition and be marked Conservator's Exhibit A.

WHEREUPON' said document was duly marked Conservator's Exhibit A, was offered in evidence, and is attached hereto and made a part hereof.

MR. STOFFELS: Q I hand you a certified copy of another deed and ask you to identify it?

(Document examined by the witness)

A This is a certified copy of the deed to the 21' outlet to "The Woodall Farm" of Edna W. Eastman, which she purchased from Norman A. Walls and wife for \$75.00 in 1946, since the farm itself did not abut on any public road. It is to be sold with the farm to Mr. Cruikshank.

MR. STOFFELS: I request that this deed also be introduced as a part of the deposition and be marked Conservator's Exhibit B.

WHEREUPON, said document was duly marked Conservator's Exhibit B, was offered in evidence, and is attached hereto and made a part hereof.

MR. STOFFELS: Q. Did you enter in an agreement of Sale dated June 22nd, 1962, with Thomas C. Cruikshank, to sell the two parcels of real estate of Edna W. Eastman in Queen Anne's County, Maryland?

A Yes.

Q State what arrangement you have had and now have to operate the 111 acre farm being sold?

A During her competency, Edna W. Eastman entered into a transaction with one Nelson Davis, who was to operate the farm on a fifty-fifty crop sharing basis. Under this agreement, the owner, Mrs. Eastman, and now the Estate, pays the taxes, all insurance premiums, all seed costs, all fertilizer costs and all repairs and replacements out of the owner's fifty per cent, leaving the tenant fifty per cent free of costs. In addition, Mrs. Eastman and her estate have no interest or benefit in the live stock or the poultry on the premises.

These are the benefits entirely of the tenant.

Upon my appointment, the same arrangement was continued and presently exists.

Q. What is the present condition of the buildings and improvements on this farm?

A. I authorized and requested my attorney, Herbert R. Stoffels, who also happens to be my brother, to personally visit the premises for the purpose of determining what the condition of the buildings and improvements were.

He returned with actual unretouched photographs of the improvements and of the lands and a report of conditions. The fact is that the buildings are in a deplorable state and are in immediate need of large expenditures for repairs. The land, as such, is not completely suitable for farming, since there are numerous pot holes.

The actual income derived by the Estate would, in my opinion, be inadequate to properly take care of replacements and repairs of the buildings and barns. In addition, the road leading into the premises is in need of repair, grading and surfacing.

Obviously, this is, in a great measure, due to the fact that the owner is far removed from the actual scene of the investment.

Q. What has been the net income from this farm for the last three calendar years?

A. That income and expenses are as follows:

1959	-	Income	\$1,775.72
		Expense	1,078.97
1960	-	Income	\$1,550.13
		Expense	875.31
1961		Income	\$1,755.07
		Expense	1,224.32

Included in the expenses above shown are the annual charges of a manger, who is on the scene.

Q. In your opinion, would a sale of this farm and outlet thereto be for the best interest of the incompetent?

A. Yes.

Q. State your reasons?

A. This is the type of an investment that hardly lends long term security to a

beneficiary. There is great need of improvement, which would require considerable capital, without enhancement of net income. This, therefore, would result in a very inadequate rate of return. The capital proceeds could better be invested in a sound security, without the hazard of speculation, which would appear present in this enterprise.

EDGAR O. STOFFELS
Edgar O. Stoffels

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, WINIFRED ZENOW, A duly appointed and qualified Notary Public of the State of Illinois, do hereby certify that EDGAR O. STOFFELS personally appeared before me at the time and place herein set forth, and after the witness was duly sworn by me, was interrogated by HERBERT R. STOFFELS, Attorney for EDGAR O. STOFFELS, Conservator of the Estate of EDNA W. EASTMAN, Incompetent.

I further certify that the deposition was recorded stenographically by me and then transcribed from my stenographic notes, and that the deposition is a true record of the testimony given by the witness.

I further certify that the two exhibits filed herewith were shown the witness and marked by me.

I further certify that after the testimony of the witness was fully transcribed, the deposition was submitted to the witness for examination and read by him, after which he signed his name to the same.

I further certify that the taking of the deposition and transcribing of the testimony entailed a charge of \$18.10.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name and affix my Notarial Seal this 13th day of July, A.D. 1962.

WINIFRED ZENOW
NOTARY PUBLIC

Notary
Public
Seal.

Attached to the Deposition is Conservator's A and B . The copies are recorded as Exhibit No. 3, and Exhibit No. 4 in these proceedings on page 468 and 469

APPRAISEMENT OF FARM
Filed July 23, 1962

JULY 19, 1962

Mr. Clayton C. Carter
Attorney at Law
Centreville, Maryland

Dear Mr. Carter:

This is to certify that on this date I inspected the farm owned by Edna W. Eastman, also known as the "Woodall Farm" , located in the First Election District, Queen Anne's County, near Benton Corner and appraise it to have a fair market value as follows:

111 tillable acres @ \$165.00 per acre	\$18,315.00
1 Frame, 6 room house	1,000.00
Meat house	50.00
Hen house	no value....
Milk house	200.00
8 Stall dairy barn	350.00
Loafing shed	50.00
Horse barn with attached shed	75.00
Implement shed	150.00
Small corn crib	100.00
Hen house	25.00
	<hr/>
	\$ 20,315.00

Less damages created by farm lane of approximately 1 mile in very poor condition and location of farm \$ 3,500.00

Total fair market value 16,815.00

Most sincerely,
LINWOOD C. YATES
Linwood C. Yates

LCY/rd
Filed July 23, 1962

Exemplified copy of Order of Probate Court
Filed Aug. 13, 1962

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

IN THE PROBATE COURT OF COOK COUNTY

In the Matter of the Estate)
) Docket 127
) Page 528
) File 58 P 3353
EDNA W. EASTMAN, Incompetent.)

O R D E R

This matter coming on to be heard upon the verified petition of Edgar O. Stoffels, the duly appointed, qualified and acting Conservator of the Estate of Edna W. Eastman, Incompetent; and it appearing that it is to the best interests of said ward and her estate that the parcel of land described in the petition filed herein and hereinafter described, situated in Queen Anne's County, Maryland, being an asset of the above entitled estate, to be sold at public sale; and the Court being fully advised in the premises,

IT IS ORDERED:

(a) That said Conservator be and he is hereby authorized to institute the necessary proceedings in the Circuit Court of Queen Anne's County, in Equity, in Maryland, providing for a public sale of the property described as follows:

PARCEL NO. 1 - All of the western portion of the home farm of the late Eli S. Pardee, known as "Pryors Chance and Sarahs Portion", more recently called or known as "The Woodall Farm", and described by metes and bounds, courses and distances according to a Plat and Certificate of Survey made by James W. Thompson, Surveyor of Queen Anne's County, dated August 3, 1865, and filed in Cause No. 140 in the Circuit Court for Queen Anne's County, in Equity, entitled "Stephen E. Pardee vs. Isaac M. Pardee, et al." and designated in the report filed therein by the Commissioners as Lot No. 1, to wit:

BEGINNING at the end of the 13th line of the whole tract and running thence N 65-1/2 perches, N 72 W 10 perches, N 35 W 22 perches, N 75 W 8 perches, N 54 W 16 perches, N 29 W 23 perches, S 85 W 23-1/2 perches, S. 1 E 121-1/2 perches N 81 W 47.2 perches, S 79 perches, S 80 E 120 perches to the end of the 24th line of the whole tract and thence straight to the beginning at the end of the 13th line.

CONTAINING 111 acres of land, more or less; and ,

BEING the same land which by deed dated April 3, 1929, and recorded among the Land Records of Queen Anne's County, in Liber B.H.T. no. 9, Folio 356, was granted and conveyed by Lelia Woodall Swartzbaugh et vir. unto Edna Woodall Nason (who later intermarried with one Eastman); and

BEING the same land which was confirmed unto the said Edna Woodall Nason by William R. Horney, Trustee, by deed dated May 30, 1930 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 11, Folio 216.

PARCEL NO. 2- All of that part of the eastern portion of the same home farm of the late Eli S. Pardee, designated by the said Commissioner as Lot No. 2, more recently known as "The Baxter Farm", and adjoining the land of "Sarah C. Pierce Farm" and more particularly described as follows, to wit:

BEGINNING for the same at a point where this parcel corners with the said "Sarah C. Pierce Farm" on the northern boundary of the said public road leading from Dixon Tavern through Benton's Corner by Dudley's Chapel and running thence in a northerly direction along and with the said Pierce farm a distance of 1008 feet, more or less, thence in an easterly direction a distance of 21 feet, thence in a southerly direction and parallel with the said first line on Pierce Farm a distance of 1008 feet to the said road, thence in a westerly direction along and with the northern boundary of said road a distance of 21 feet to the place of beginning, and

BEING the same land which by deed dated September 30, 1946, and recorded among said Land Records in Liber A.S.G. Jr. No. 15, Folio 235, was granted and conveyed by Norman A. Walls et ux, unto the said Edna W. Eastman.

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, including as a part of said premises the usual landlord's fixtures belonging to the Seller and used in connection therewith, including, if any, all furnances, stoves and fixtures appertaining thereto, hot water heaters, mantels, electric and other lighting fixtures, screens, screen doors, storm and other detached windows and doors, and all crops now growing on said premises which will mature after September 1, 1962.

(b) To sell at public sale the above described premises under the supervision of the appropriate court having jurisdiction of said premises in Queen Anne's County, Maryland.

(c) To retain as attorney for the Conservator of the above entitled estate and as attorney for said estate, one Clayton C. Carter, 111 Lawyers Row, Centerville, Maryland, authorizing said attorney to prepare and file all necessary documents for the purpose of effectuating a sale of the above described premises.

(d) To pay all necessary expenses involved in the clearance of title and in retaining counsel for that purpose, including court costs, recording fees, and the like, said amounts to be paid out of the proceeds of said sale.

(e) to receive the net proceeds of said sale be be remitted under authority granted by the Circuit Court of Queen Anne's County, Maryland, and to deposit the same, subject to the further order of this Court, in the bank account maintained

by the said Conservator of the Estate of Edna W. Eastman, Incompetent.

Aug 8, 1962

ENTER ROBERT JEROME DUNN
Judge of the Probate Court of Cook
County, Illinois

JUDGE'S CERTIFICATE OF CLERK'S SIGNATURE.

UNITED STATES OF AMERICA

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK,)

I, ANTHONY G. GIROLAMI, Clerk of the Probate Court of Cook County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the annexed and foregoing to be a true and correct copy of Order entered on the 8th Day of August, 1962; in the matter of the Estate of Edna W. Eastman, Incompetent, as appears from the original on file and from the records of the Probate Court in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Probate Court, at my office in the City of Chicago, in said County, this 8th day of August A. D. 1962.

L.S.

ANTHONY G. GIROLAMI
Clerk of the Probate Court

Court Seal.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ROBERT JEROME DUNNE, Probate Judge of Cook County, and presiding as Judge of the Probate Court of Cook County, in the State of Illinois, Do Hereby Certify, that ANTHONY G. GIROLAMI, whose name is subscribed to the foregoing certificate of attestation, now is and was at the time of signing and sealing the same, the Clerk of the Probate Court of Cook County, aforesaid, and keeper of the records, files and seal thereof, duly elected and qualified to office, and that full faith and credit are, and of right ought to be, given to all of his official acts as such, in all courts of record and elsewhere, and that his said attestation is in due form of law and by the proper officer.

Given under my hand and seal, at Chicago, in said Cook County, this 8th day of August A.D. 1962

Court
Seal.

ROBERT JEROME DUNNE (SEAL)
Probate Judge of Cook County, Illinois

UNITED STATES OF AMERICA

STATE OF ILLINOIS,)
) SS.
COOK COUNTY)

I, Anthony G. Girolami, Clerk of the Probate Court of Cook County, in the State of Illinois (said Court being a Court of Record), do hereby certify that the Honorable Robert Jerome Dunne whose name is subscribed to the annexed and foregoing, CERTIFICATE was, at the time of the signing thereof, and now is, the Probate Judge of said Cook County, and sole presiding Judge of said Probate Court, duly elected, commissioned and qualified, and that his said signature is genuine.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of said Probate Court, at my office, in the City of Chicago, in said Cook County, this 8th day of August 1962

L.S.

Court
Seal.

Clerk

Filed Aug. 13, 1962

D E C R E E
Filed August 13, 1962

IN THE MATTER OF THE ESTATE OF)
))
EDNA W. EASTMAN, INCOMPETENT)

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4475

D E C R E E

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court as follows:

(a) That a sale of the real estate and appurtenances, including all crops now growing on said premises which will mature after September 1, 1962, described in the Petition for Sale, would be for the best interest of Edna W. Eastman, incompetent.

(b) That a private sale of the same to Thomas C. Cruikshank upon the terms and for the price set forth in "Conservator's Exhibit No. 2" cannot be authorized by this Court in light of the valuations filed in this cause.

(c) That the probate Court of Cook County, Illinois, in which Edgar

O. Stoffels is the duly appointed, qualified and acting conservator of the Estate of Edna W. Eastman, Incompetent, having authorized the said conservator to institute the necessary proceedings in this Court providing for a public sale of the property described in the Order of said Court dated August 8, 1962, and filed in this cause.

IT IS THEREUPON, on this 13th day of August, 1962, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate and appurtenances, including all crops now growing on said premises which will mature after September 1, 1962, more fully mentioned and described in these proceedings, be sold at public sale by Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent.

That before said Conservator shall sell the same, he shall file with the Clerk of this Court a bond to the State of Maryland in the penalty of Sixteen Thousand Dollars (\$16,000.00) and with such surety as shall be approved pursuant to Maryland Rule H2 conditioned on faithful performance and execution of the trust reposed in him,

That before he shall make a public sale, he shall give notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County, at least once in each of four successive weeks, the first such publication to be not less than 20 days prior to sale and the last such publication to be not more than one week prior to sale.

That the terms of sale shall be one-tenth of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Conservator; all taxes and other public charges to be adjusted to the date of settlement; and all transfer, expenses, including documentary and recordation tax stamps, shall be paid by purchaser.

That said Conservator shall comply with Maryland Rules BR6 (a) and BR6 (b) (3).

That upon the Courts' ratification of said sale, and on payment of the whole of the purchase money, and not before, the said Conservator shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, at the purchaser's expense, convey to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause, and those claiming by, from or under them, or any of them; and

That said Conservator shall bring into this Court all of the money arising from said sale, to be disbursed under the direction of this Court after deducting therefrom the costs of this proceeding and such commissions to said conservator as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

That the said Conservator be, and he is hereby, directed to give notice to the creditors of Edna W. Eastman, Incompetent, to file their claims pursuant to the provisions of Code (1957) Art. 16 Sec. 148 and in the form prescribed in Local Rule 1302, except that the date limited for filing of claims shall be not less than 30 days from the date of the first publication of the notice.

GEORGE B. RASIN, JR.

JUDGE

Filed Aug 13, 1962.

TRUSTEE'S BOND

Filed Sept. 4, 1962

Queen Anne's County, to wit: Be it remembered that on this Fourth day of September in the year nineteen hundred and sixty-two, the following Trustee's Bond was filed for record, to wit:-

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Home Office

Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Edgar O. Stoffels of Chicago, Illinois and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIXTEEN THOUSAND and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ____ day of August in the year of our Lord one thousand nine hundred and sixty-two.

Whereas, the above bounden Edgar O. Stoffels, Conservator of the estate of Edna W. Eastman, Incompetent, by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity, has been authorized and empowered to sell the real estate and appurtenances, including all crops now growing on said premises which will mature after September 1, 1962, mentioned and described in the proceedings in the case of IN THE MATTER OF THE ESTATE OF EDNA W. EASTMAN, INCOMPETENT now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

MAUD E. BOWMAN

FLORENCE T. JANIS

EDGAR O. STOFFELS (SEAL)
Edgar O. Stoffels, Conservator
of the Estate of Edna W. Eastman,
Incompetent.

WITNESS:
By E. CLYDE WALLS
As to Surety

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By DOROTHY E. CONNOLLY
Attorney-in-fact
Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Sept. 4, 1962

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 161, a Bond Record for Queen Anne's County. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 4th day of September in the year nineteen hundred and sixty-two.

~~#####~~
~~#####~~ Court
Seal.

T. SORDEN PIPPIN
Clerk.

ADDITIONAL BOND
Filed Sept 20, 1962

Queen Anne's County, to wit: Be it remembered that on this Twentieth day of September in the year nineteen hundred and sixty-two, the following Bond was filed for record, to wit:-

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Home Office

Baltimore 3

(Additional Bond of Edgar O. Stoffels, Conservator of the estate of Edna W. Eastman, Incompetent):

KNOW ALL MEN BY THESE PRESENTS:

That we, Edgar O. Stoffels of Chicago, Illinois and the FIDELITY AND DEPOSIT OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just additional sum of TWO THOUSAND (\$2,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of September in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, the above bounden Edgar O. Stoffels, Conservator of the estate of Edna W. Eastman, Incompetent, by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity, has been authorized and empowered to sell the real estate and appurtenances, including all crops now growing on said premises which will mature after September 11, 1962; mentioned and described in the proceedings in the case of IN THE MATTER OF THE ESTATE OF EDNA W. EASTMAN, INCOMPETENT now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligatio to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

HERBERT R. STOFFELS

EDGAR O. STOFFELS (SEAL)

Edgar O. Stoffels,
Conservator of the
Estate of Edna W. Eastman,
Incompetent

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By CLAYTON C. CARTER
Asto Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-
Security approved and Bond filed Sept. 20, 19=62

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is taken and copied from Liber T.S.P. No. 2, folio 165 a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 6th day of September in the year nineteen hundred and sixty-two.

Court Seal

T. SORDEN PIPPIN Clerk

REPORT OF SALE
Filed Sept. 20, 1962

IN THE MATTER OF THE ESTATE OF EDNA
W. EASTMAN, INCOMPETENT

) IN THE CIRCUIT COURT FOR
) QUEEN ANNE'S COUNTY
IN EQUITY CHY NO. 4475

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by said Decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Queen Anne's Record-Observer", a newspaper published in Queen Anne's County, for at least once in each of four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale and the last such publication being not more than one (1) week prior to the sale, as will more fully appear by a Certificate of Publication thereof being filed with this Report,, he did, pursuant to said notice, attend through Clayton C. Carter, his attorney, in front of the Court House Door, Centreville, Maryland, on September 11, 1962 at 1:30 o'clock P.M. and then and there proceeded to sell said property, so described in said advertisement, in manner following, that is to say:

He offered at public sale to the highest bidder the property described in said advertisement of sale by Joseph A. Jackson, Jr., Auctioneer, after the said advertisement was read aloud by his attorney, Clayton C. Carter.

After said auctioneer had cried such sale for a reasonable length of time, the undersigned, in execution of the power of sale vested in him, sold the property so described in said advertisement to FRANK W. WALLS and MARIE S. WALLS, his wife, for the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), they being then and there the highest bidders therefor.

2. That the said purchasers have complied with the terms of said sale by paying unto the undersigned the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00) in cash.

3. All other terms of said sale are setforth in the advertisement of sale filed herewith.

RESPECTFULLY SUBMITTED:

EDGAR O. STOFFELS
Conservator of the Estate of Edna W.
Eastman, Incompetent

STATE OF ILLINOIS

COUNTY OF COOK, SCT:

I HEREBY CERTIFY, that on this 17 day of September, 1962, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared EDGAR O. STOFFELS, Conservator of the Estate of Edna W. Eastman, Incompetent, and made oath in due form of law that the matters and facts setforth in the foregoing Report of Sale are true and that said sale was fairly made.

Notary
Public
Seal.

HERBERT R. STOFFELS
Notary Public

Filed Sept 20, 1962

CERTIFICATE OF CONSERVATOR'S SALE
Filed Sept 20, 1962

CONSERVATOR'S SALE OF VALUABLE FARM

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed August 13, 1962, in Chancery Cause No. 4475, the undersigned Conservator will sell at public auction front of the Court House door, Centreville, Maryland, on TUESDAY, SEPTEMBER 11, 1962 at 1:30 o'clock P.M.

ALL those two tracts or parcels of land, now reduced into one farm, situate, lying and bein in the First Election District of Queen Anne's County, Maryland, near Dudley's Chapel on the north side of the public road leading from Dixon's Tavern through Benton's Corner to Dudley's Chapel, adjoining the lands of, or formerly of, Foster Sudler on the north, Norman A. Walls and wife on the east, the said public road and Edward P. Cronshaw on the south and Edward P. Cronshaw and Frank E. Jackson on the west and consisting of the following:

PARCEL NO. 1 - All of the western portion of the home farm of the late Eli S. Pardee known as "Pryors Chance and Sarahs Portion more recently called or known as "The Woodall Farm" and described by metes and bounds, courses and distances according to a Plat and Certificate of Survey made by James W. Thompson, Surveyor of Queen Anne's County, dated August 3, 1865, and filed in Cause No. 140 in the Circuit Court for Queen Anne's County, in Equity, entitled "Stephen E. Pardee vs. Isaac M. Pardee et al." and designate in the report filed therein by the Commissioners as Lot No. 1, to wit:
BEGINNING at the end of the 13th line of the whole tract and running thence N 65½ perches, N 72 W 10 perches N 35 W 22 perches N 75 W 8 perches, N 54 W 16 perches, N 29 W 23 perches, S 85 W 23½ perches, S 1 E 121½ perches, N 81 W 47.2 perches, S 79 perches, S 80 E 120 perches to the end of the 24th line of the whole tract and thence straight to the beginning at the end of the 13th line.

CONTAINING 111 acres of land, more or less; and

BEING the same land which by deed dated Arpil 3, 1929, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 9, Folio 356 was granted and conveyed by Lelia Woodall Swartzbaugh et vir. unto Edna Woodall Nason (who later intermarried with one Eastman); and

BEING the same land which was confirmed unto the said Edna Woodall Nason by William R. Horney, Trustee, by deed dated May 30, 1930, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 11, Folio 216.

PARCEL NO. 2- All of that part of the eastern portion of the same home farm of the late Eli S. Pardee, designated by the said Commissioners as Lot No.2 more recently known As "The Baxter Farm", and adjoining the land of "Sarah C. Pierce Farm" and more particularely described as follows, to wit:

BEGINNING for the same at a point where this parcel corners with the said "Sarah C. Pierce Farm " on the northern boundary of the said public road leading from Dixon's Tavern through Benton's Corner to Dudley Chapel and running thence in a northerly direction along and with the said Pierce farm a distance of 1008 feet, more or less, thence in an easterly direction a distance of 21 feet, thence in a southerly direction and parallel with the said first line of Pierce Farm a distance of 1008 feet to the said road, thence in a westerly direction along and with the northern boundary of said road a distance of 21 feet to the place of beginning, and

BEING the same land which by deed dated September 30, 1946, and recorded among said Land R cords in Liber A.S.G. Jr. no. 15, Folio 235 was granted and bonveyed by Norman A. Walls et ux, unto the said Edna W. Eatman.

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, including as a part of said premises the usual landlor's fixtures belonging to the Incompetent and used in connection therewith, including, if any, all furnaces, stoves and fixtures appertaining thereto, hot water heaters, mantel, electric and other lighting fixtures, screens, screen doore, storm and other detached windows and doors, and all crops now growing on said premises which will mature after September 1, 1962.

IMPROVEMENTS: 6 room frame house, meat house, milk house, dairy barn, loafing shed, horse barn with attached shed, implement shed, small corn crib, hen houses.

POSSESSION: To be delivered to purchaser at time of delivery of deed, subject to the tenancy of Nelson Davis for the calendar year 1962.

TERMS OF SALE: One-tenth of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit apyments to bear interest from the day of sale and to be secured to the satisfaction of the Conservator.

All taxes and public charges to be adjusted to the date of settlement and all transfer expense, including documentary and recordation tax stamps, shall be paid by purchaser.

Jos. A. Jackson, Jr. Auctioneer
Clayton C. Carter, Attorney

EDGAR O. STOFFELS
Conservator of the Estate of
Edna W. Eastman, Incompetent

4t-9-6

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md. September 20, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Conservator's Sale of Farm in the case/estate of a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 11th day of September, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER, was on th 16th day of August 1962, and the last insertion on the 6th day of September, 1962,

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING
COMPANY
By PAULINE K. COLEMAN

Filed Sept. 20, 1962

ORDER NISI ON SALE
Filed September 20, 1962

ORDER NISI ON SALE

IN THE MATTER OF THE ESTATE
OF EDNA W. EASTMAN,

) IN THE CIRCUIT COURT FOR
) QUEEN ANNE'S COUNTY IN EQUITY.

CAUSE NO. 4475

ORDERED, this 20th day of September, 1962, that the sale of the real property, made and reported in this cause by Edgar O. Stoffels, Conservator of Estate of Edna W. Eastman, Incompetent, be ratified and confirmed, on or after the 21st day of October, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of October, 1962.

The report states the amount of sales to be \$18,900.00.

Filed September 20, 1962

T. SORDEN PIPPIN Clerk

NOTICE TO CREDITORS
Filed Oct. 22, 1962

In The Matter of The Estate of Edna W. Eastman, Incompetent

In the Circuit Court For Queen Anne's County In Equity No. 4475.

NOTICE TO CREDITORS

Pursuant to the Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 13th day of August, 1962, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of Edna W. Eastman, Incompetent, warning them to file such claims, with the proper vouchers therefor, with the Clerk of the Court, at the Court House, in Centreville, Maryland, on or before the 8th day of October, 1962, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate; provided a copy of this Notice be inserted in some newspaper published in the county aforesaid once in each of three successive weeks before the 21st day of September, 1962

EDGAR O. STOFFELS
Conservator of the Estate of Edna W. Eastman.
Incompetent

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md. October 21, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NOTICE TO CREDITORS in the case/estate of Edna W. Eastman a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 8th day of October, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD -OBSERVER was on the 6th day of September 1962, and the last insertion on the 20th day of September, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Oct. 22, 1962

By PAULINE K. COLEMAN

ORDER NISI ON SALE
Filed Oct. 22, 1962.

ORDER NISI ON SALE

In the Matter of the Estate of Edna W. Eastman, Incompetent.

In the Circuit Court for Queen Anne's County In Equity. Cause No. 4475

ORDERED, this 20th day of September, 1962, that the sale of the real property, made and reported in this cause by Edgar O. Stoffels, Conservator of Estate of Edna W. Eastman, Incompetent, be ratified and confirmed, on or after the 21st day of October, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of October 1962.

The report states the amount of sales to be \$18,000.00.

Filed: September 20, 1962

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD OBSERVER
Centreville, Md. October 21, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI in the case/estate of Edna W. Eastman a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 21st day of October, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of September 1962, and the last insertion on the 11th day of October 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Oct. 22, 1962.

FINAL RATIFICATION OF SALE
 Filed Oct 22, 1962

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR
 ESTATE OF EDNA W. EASTMAN, : QUEEN ANNE'S COUNTY
 INCOMPETENT : IN EQUITY CHY NO. 4475

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of October, 1962, that the sale of the real estate made and reported in this cause by Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said Conservator is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

THOS. J. KEATING JR.
 Judge

Filed Oct. 22, 1962

REPORT AND ACCOUNT OF AUDITOR
 Filed Jan 4, 1963

In the Matter of The Estate : In The Circuit Court For
 of Edna W. Eastman, Incompetent : Queen Anne's County In Equity
 No. 4475

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully represents:
 1. That this account is stated at the request of Edgar O. Stoffels, Conservator, who sold the real estate sold in this cause under decree of this Honorable court of August 13, 1962.

2. That in the within account, said Conservator is charged with the proceeds of sale, per his report of sale filed in this cause, and thereafter allowed the following expenses, to wit: his commissions for making said sale, the court costs, the bond premium on the conservator's corporate surety bond filed in this cause, the costs of advertising the notice of sale, the order nisi of sale, the notice to creditors and the audit nisi to be passed as to this audit, the charges of the auctioneer for crying the sale, the conservator's share of taxes on the real estate sold in this cause and the fee of your auditor for stating this audit.

3. The balance was directed to be paid to the said Conservator for the use and benefit of Edna W. Eastman, incompetent.

Respectfully submitted,

January 4, 1963

J. THOMAS CLARK
 Auditor

Cause No. 4475

The proceeds of the sale of real estate reported in this cause, in account with Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, (and vendor of said land)

1962 CR.
 Sept. 11 By proceeds of the sale of land, per report of sale of vendor, to wit: ----- \$18,000.00

DR,
 To Edgar O. Stoffels, Conservator (and vendor)
 his commissions for making said sale, per
 decree of this court, to wit:\$1,050.00

To do, for court costs due in this cause, per
 Clerk's statement for same exhibited, to wit:..

1-Costs of Charles W. Cecil, Clerk -----	\$91.00	
2-Appearance fee of Clayton C. Carter, Atty-	10.00	
3-Costs of Winifred Zerow, Notary Public-----	18.10	
4-Costs of B. Hackett Turner, Jr., Examiner---	10.00	
5-Costs of Rebecca Jane Nelson, Stenographer-	10.00	139.10

Todo., for amounts paid Queen Anne's Record-
 Observer, per receipts exhibited, to wit:

1-Costs of publishing advertisement of sale	\$156.25	
2-Costs of publishing order nisi of sale --	14.00	
3-Costs of publishing notice to creditors--	18.00	188.25

To do., for an amount paid Dorothy E. Connolly,
 Agent, for the premium on the conservator's
 corporate surety bond filed in this cause,
 per receipt of the same exhibited, to wit:----- 72.00

To do., for an amount paid Joseph A. Jackson,
 Jr., auctioneer, for crying said sale, per
 his receipt for same exhibited, to wit: ----- 50.00

To do., for an amount paid Linwood C. Yates, realtor,
for appraisal of real estate sold in this cause,
per his receipt for same exhibited, to wit:-----35.00

To do., for an amount paid Royden N. Powell, Jr.,
Treasurer, for vendor's share of 1962 taxes on
the real estate sold in this cause, per statement
of vendor, to wit: ----- 187.28

To do., for an amount to be due Queen Anne's Record-
Observer for publishing the audit nisi to be passed
as to this audit, the sum of ----- 12.00

To J. Thomas Clark, auditor, for stating this audit, the sum of 81.00

To Edgar O. Stoffels, Conservator of the estate of
Edna E. Eastman, incompetent, the balance or the sum of --16185.37

18000.00 \$18,000.00

January 4, 1963
Filed Jan 4, 1963

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed January 4, 1963

NISI RATIFICATION OF AUDIT

In the Matter of the Estate of : In the Circuit Court for Queen
: :
Edna W. Eastman, Incompetent : Anne's County, In Equity
Cause No. 4475

ORDERED, this 4th day of January, 1963, that the report and
account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or
after the 25th day of January, 1963, unless cause to the contrary thereof be previ-
ously shown; provided a copy of this order be inserted in some newspaper publish-
ed in Queen Anne's County, Maryland, once in each of two successive weeks before
the 18th day of January, 1963.

CHARLES W. CECIL Clerk

Filed January 4, 1963.

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed Jan 23, 1963

NISI RATIFICATION OF AUDIT

In the Matter of the Estate of : In the Circuit Court for
: :
Edna W. Eastman, Incompetent : Queen Anne's County, in Equity.
Cause No. 4475

ORDERED, this 4th day of January, 1963, that the report and
account, filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or
after the 25th day of January, 1963, unless cause to the contrary thereof be previous-
ly shown; provided a copy of this order be inserted in some newspaper published in
Queen Anne's County, Maryland, once in each of two successive weeks before the 18th
day of January, 1963.

CHARLES W. CECIL, Clerk

Filed January 4, 1963

True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD -OBSERVER
Centreville, Md. January 22, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a
body corporate, does hereby certify that the Nisi Ratification of Audit in the
estate of Edna W. Eastman, Incompetent a true copy of which is annexed hereto,
was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and
published at Centreville, in Queen Anne's County, Maryland, once a week for 2
successive weeks before the 18th day of January, 1963, and that the first insert-
ion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 10th
day of January 1963, and the last insertion on the 17th day of January, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY
By RUTH ALLEN

Filed Jan 23, 1963

PETITION TO TRANSFER PROCEEDS OF SALE
Filed Jan 29, 1963

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT FOR
EDNA W. EASTMAN, INCOMPETENT. : QUEEN ANNE'S COUNTY, IN EQUITY.
: CHY. NO. 4475

PETITION TO TRANSFER PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, unto your Honors respectfully shows:

1. That your Petitioner is the duly appointed and qualified Conservator of the Estate of Edna W. Eastman, an Incompetent and non-resident of this State, and is authorized to have, under the direction of the Probate Court of Cook County, Illinois, the care management and investment of the ward's estate; all of which will more fully appear by an exemplified copy of such appointment and qualification heretofore filed in this Cause and marked "Conservator's Exhibit No. 1".

2. That pursuant to a decree of this Court the real estate of said incompetent located in Queen Anne's County has been sold and an audit of the same has been stated by the regular auditor of this Court.

WHEREFORE your Petitioner prays that upon the confirmation of said audit by this Court, that it shall pass an Order directing that the net proceeds of said sale be transferred to Edgar O. Stoffels, Conservator of the Estate of Edna E. Eastman, Incompetent, subject to the further order of the Probate Court of Cook County, Illinois.

Respectfully submitted:

Filed Jan 29, 1963

EDGAR O. STOFFELS
Petitioner

FINAL RATIFICATION OF AUDIT
Filed Jan 29, 1963

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT FOR
EDNA W. EASTMAN, INCOMPETENT : QUEEN ANNE'S COUNTY IN EQUITY
: CHY No. 4475

FINAL RATIFICATION OF AUDIT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 29th day of January, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding audit nisi; and the said Conservator is hereby directed to apply the funds distributed by the audit accordingly, with a due proportion of interest as the same has been or may be received.

Filed Jan 29, 1963

THOS J. KEATING JR.
Judge

ORDER OF COURT
Filed Jan 29, 1963

ORDER OF COURT

Upon the foregoing Petition, and pursuant to the authority of section 148, Article 16 of the Annotated Code of Maryland, it is ORDERED this 29th day of January, 1963, by the Circuit Court for Queen Anne's County, in Equity, that Edgar O. Stoffels, Conservator of the Estate of Edna W. Eastman, Incompetent, in the above -entitled cause, be, and he is hereby , authorized and directed to transfer the net proceeds of the sale in the above entitled cause to himself, subject to the further order of the Probate Court of Cook County, State of Illinois.

Filed Jan 29, 1963

THOS. J. KEATING JR.
Judge

.....
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of August in the year nineteen hundred Forty-three, the following Petition of Trustee for Authority to sell "The Walls Farm" was brought to be recorded, to wit:

KATIE HURLOCK, : In the Circuit Court for
vs. : Queen Anne's County
WILBUR W. HURLOCK, ET AL. : In Equity.
Cause No. 2014.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, Trustee in the above entitled cause, unto your Honors, Respectfully sets forth:

1. That as will appear by reference to the sixth report of your trustee a part of the corpus of this trust estate consists of a tract of land or farm, known as "The Walls Farm", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public road (but not immediately adjacent thereto) leading from the Centreville-Church Hill state road to Burrisville, and containing 146 acres and 32 perches of land, more or less, at the value set forth in the first report of your trustee, to wit: Three Thousand Eight Four Dollars and Three Cents (\$3,084.03).

2. That title to said tract of land or farm was acquired by this trust estate pursuant to an order of this Court passed in this cause on the 9th day of July, 1934, upon the petition of J. Frank Harper, the former trustee in this cause, now deceased.

3. That said tract of land or farm was granted and conveyed unto said former trustee by the deed from William R. Horney, Assignee of Mortgage and Vendor, bearing date the 15th day of October, 1934, and recorded in Liber B.H.T. No. 18, folios 311, etc., a Land Record book for Queen Anne's County aforesaid, the legal title to which said tract of land or farm is now held by your present trustee by virtue of the order of this Court passed in this cause on the 15th day of February, 1937, upon the petition of Wilbur W. Hurlock, wherein your petitioner was appointed trustee in the place and stead of said deceased trustee.

4. That your trustee has received an offer from Amos Hynson and Elizabeth Hynson, his wife, of Queen Anne's County aforesaid, to purchase said Farm at private sale at and for the sum of Thirty Three Hundred and Fifty Dollars (\$3,350.00).

5. That although the buildings and fencing thereon, with the exception of the stable, are in a good state of repair, said stable is in such deplorable condition as necessitates the building of an entire new structure at considerable cost of this estate, which if added to the present investment in said farm would so increase such investment as to not justify such additional outlay considering the income received therefrom.

6. That for the reason set forth above your trustee is of the opinion that it is advisable to sell said tract of land or farm at and for the offer herein mentioned, and further your trustee alleges and avers that, in his opinion, the offer of thirty Three Hundred and Fifty Dollars (\$3,350.00) is a fair value for said tract of land or farm.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering him to sell said tract of land or farm at private sale to said Amos Hynson and Elizabeth Hynson, his wife, as tenants by entirities, at and for the sum of Thirty Three Hundred and Fifty Dollars (\$3,350.00).

And as in duty bound, etc.,

WM. R. HORNEY
(William R. Horney),
Trustee.

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) TO WIT:

I HEREBY CETIFY that on this 3rd day of August, 1943, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the trustee in the above entitled cause, and made oath, in due form of law, that thematters and facts set forth in the foregoing petition are true as therein set forth, the best of his knowledge and belief.

Filed August 3, 1943

A. SYDNEY GADD JR.
Clerk

.....
ORDER OF COURT:
Filed August 5th 1943

ORDER OF COURT

Upon the foregoing petition and affidavit, IT IS ORDERED, this 4th day of August, 1943, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney, the trustee in this cause, be and he is hereby authorized, directed and empowered to sell at private sale the tract of land or farm, known as the "Walls Farm" and fully described in said foregoing petition, unto Amos Hynson and Elizabeth Hunson, his wife, as tenants by the entirities, at and for the sum of Thirty Three Hundred and Fifty Dollars (\$3,350.00) and, as soon

as may be convenient after such sale, said trustee shall return to this Court in this cause a full and particular account of his proceedings relative to such sale; and, upon obtaining the Court's ratification of the sale, after the usual order nisi, and upon the payment of the whole purchase money (and not before), said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchasers, or the survivor of them, his and /or her heirs and assigns, the tract of land or farm to them sold, free, clear and discharged from the claims of all persons having an interest in the trust estate created by the original decree in this cause, and of those claiming by, from or under them, or any of them; and said trustee shall include the money arising from said sale in the corpus of this trust estate in his next annual report of the Court, after deducting the cost of this proceeding and such commissions to said trustee as this Court shall think proper to allow, if any, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

STEPHEN R. COLLINS
Judge.

Filed August 5th 1943

;;:;:;:;:;
REPORT OF SALE OF THE WALLS FARM
FILED AUGUST 10th 1943

KATIE HURLOCK : In the Circuit Court for
: Queen Anne's County
vs. : in Equity.
: Cause No. 2014.
WILBUR W. HURLOCK, ET AL. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William R. Horney, trustee in the above entitled cause, of the sale of the tract of land or farm belonging to this trust estate known as the Walls Farm", respectfully shows:

1. That pursuant to the authority conferred upon him by the order of this Court passed in this cause on the 4th day of August, 1943, your trustee did, on the 9th day of August, 1943, sell said tract of land or farm in manner following, that is to say: your trustee sold at private sale unto Amos Hynson and Elizabeth Hynson, his wife, as tenants by the entirties, at and for the sum of Thirty Three Hundred and Fifty Dollars (\$3,350.00), the tract of land or farm belonging to this trust estate, and described as follows, to wit: ALL that tract of land or farm, known as "The Walls Farm" situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public road (but not immediately adjacent thereto) leading from the Centreville-Church Hill state road to Burrisville, and containing 146 acres and 32 perches of land, more or less; being the same land which was granted and conveyed unto J. Frank Harper, the former trustee in this cause, now deceased, by deed from William R. Horney, Assignee of Mortgage and Vendor, bearing date the 15th day of October, 1934, and recorded in Liber B.H.T. No. 18, folios 311, etc., a land record book for Queen Anne's County aforesaid.

2. That the terms of sale of said tract of land or farm were as follows, to wit:

- (a) That the purchase money should be paid as follows: the sum of Three Hundred and Fifty Dollars (\$350.00) in cash, and the balance of Three Thousand Dollars (\$3,000.00) by the execution of a first purchase money mortgage on said farm or tract of land, payable at the expiration of five years from its date, with interest thereon in the meantime payable semi-annually at the rate of five per centum (5%) per annum, by the purchasers to said trustee as of the date of the final ratification of the sale by this Court, with the privilege of making partial payments of One Hundred Dollars (\$100.00) or some multiple thereof at any interest paying period; it being further understood that the purhasers may elect to make another cash payment upon the ratification of the sale to to reduce the principal amount of said mortgage to the extent of such additional cash payment;
- (b) That possession of said tract of land or farm would be given to the purchasers immediately, one of them, Amos Hynson, being the present tenant of said tract of land or farm;
- (c) That the landlord's share of all crops grown on said farm during the remainder of the current year, that is to say: the field corn, sugar corn and tomato crops, would become the property of the purchasers upon the payment for the fertilizers and other expenses incidental to the growth thereof;
- (d) That the sate, county and school taxes for the year 1943 would be payable by the purchasers;
- (e) That the premium on the fire insurance policy covering the buildings on said tract of land or farm would be adjusted as of the date of final settlement, the policy, when assigned to the purchasers, to be endorsed to said trustee to protect his interst as mortgagee;
- (f) That the cost of all title papers and other expenses incident to the transfer of the tract of land or farm to the purchasers, including revenue and recordation stamps and charges, would be payabel by the purchasers.

3. That the purchasers have complied with the terms of sle by paying unto your trustee the sum of Three Hundred and Fifty Dollars (\$350.00) in cash.

Respectfully submitted,

WILLIAM R. HORNEY
(William R. Horney),
Trustee.

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) TO WIT:

I HEREBY CERTIFY that on this 10th day of August, 1943, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts stated in the foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

A. SYDNEY GADD JR.
Clerk

Filed Aug 10, 1943

.....
N I S I O F S A L E
Filed Aug 10, 1943

Katie Hurlock : In the Circuit Court for
VS : Queen Anne's County
: In Equity.
: :
Wilbur W. Hurlock, et al. : Chancery No. 2014

ORDERED, This 10th day of August, A.D., 1943, that the sale of real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September next. The Report states the amount of sales to be \$3,350.00

A. SYDNEY GADD JR. Clerk

Filed August 10, 1943

.....
Certificat of Publication of NISI SALE
Filed Oct 14th 1943

ORDER NISI

Katie Hurlock : In the Circuit Court for
Wilbur W. Hurlock , et al. : Queen Anne's County
: in Equity.
: :
: Chanery No. 2014

ORDERED, This 10th day of August A.D, 1943, that the sale of real estate made and reported in this cause by William R. Horney, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September next.

The Report states the amount of sale sto be \$3,350.00.

A. SYDNEY GADD JR.
Clerk

Filed August 10, 1943

True Copy
Test: A. Sydney Gadd, Jr. Clerk

QUEEN ANNE'S RECORD -OBSERVER

Centreville, Md. October 14th 1943

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, A body corporate, does hereby certify that the Order Nisi in the case/ estate of Katie Hurlock vs. Wilbur H. Hurlock, et al. Chancerty No. 2014 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of September 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD -OBSERVER was on the 12th day of August 1943, and the last insertion on the 2nd day of September 1943.

THE QUEEN ANNE'S RECORD AND OSBERVER
PUBLISHING COMPANY

By JOHN H. PRICE

Filed Oct 14, 1943.

.....
FINAL ORDER OF RATIFICATION
Filed Oct. 15th 1943.

FINAL ORDER OF RATIFICATION

ORDERED, this 15th day of October, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing sale made and reported by William R. Horney, Trustee in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the previous Order Nisi heretofore passed in this cause, and the Trustee is allowed the usual commissions and all expenses, not personal, upon the production of proper vouchers thereof before the auditor of this Court.

ALBERT CONSTABLE

J. OWEN KNOTTS
Judges.

Filed Oct. 15, 1943.

.....
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of April in the year nineteen hundred and Sixty three, the following REPORT OF SALE was brought to be recorded, to wit:

FRANK S. DUDLEY, ET AL : IN THE CIRCUIT COURT
VS. : OF BALTIMORE CITY.
HIRAM G. DUDLEY, JR., ETC. :
All3-1921

REPORT OF SALE

To the Honorable, the Judge of said Court:

The Report of Sale and Petition of Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees under the last will and testament and the codicils thereto of Hiram G. Dudley, late of Baltimore City, deceased, to your Honor respectfully states:

1. That among the assets constituting the corpus of the trust estate in the hands of your petitioners is a two-thirds undivided interest and estate in and to a tract of land or farm containing 218 acres, more or less, known as "The Thornton Farm", situate on Grove Creek in Queen Annes County, Maryland, and the remaining one-third interest in said tract of land or farm is held as an asset in the trust estate of Mary O. Dudley now under jurisdiction of this Court.

2. That said tract of land or farm is located at a considerable distance from the remainder of the farm lands held as assets in these two trust estates and under present conditions surrounding and applicable to farm lands in the locality of this farm, the farm has not proved to be productive of any considerable amount of annual income to either of these trust estates.

3. That your petitioners desire to report to this Court that they and the trustees of Mary O. Dudley have deemed it advisable to make private sale of this farm and have made private sale thereof to Helene S. Raskob subject to the ratification of this Court, at and for the sum of \$12000.00 and have agreed to allow thereout commissions, brokerage, and costs to the person negotiating the private sale, the sum of \$1000.00, the said purchase money of \$12000.00 to be paid \$500.00 at the time of sale and the remaining \$1150.00 to be paid upon ratification of sale.

4. That the Trustees of Mary O. Dudley and these petitioners, with the exception of Thomas J. Keating, are all beneficiaries of the estate of Hiram G. Dudley and also of the trust estate of Mary O. Dudley and all are desirous and willing that said tract of land or farm shall be sold at the price and upon the terms above mentioned. Your petitioners have conferred also with the said Mary O. Dudley and with the Safe Deposit and Trust Company of Baltimore, the Guardian of Elizabeth Dudley infant child of Charles C. Dudley, deceased, and are advised that they also are willing and desirous the said farm be sold as aforesaid.

5. That your petitioners have had considerable experience with sales of real estate in the locality of said farm and by the terms of the will of their decedent are authorized to make sale of the real estate held by them, and they believe that the amount of the sale will net to the vendors and amount representing at least the fair market value of said land and will, at a reasonable rate of interest when invested under Order of this Court, yield a greater income to the estate than said farm has been yielding.

Your petitioners, therefore, report this sale and pray that said sale may be ratified and confirmed and that, upon payment of the purchase money, your petitioners may be authorized to join with the trustees of Mary O. Dudley in the execution of a deed granting and conveying said real estate to the purchaser.

Respectfully submitted,

Frank S. Dudley

Thomas J. Keating

Hiram G. Dudley, Jr.,
Executors and Trustees under the
Last Will and Testament of Hiram G.
Dudley, deceased

Filed April 11, 1963

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 26th day of December, in the year 1925, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared Frank S. Dudley, Hiram G. Dudley, Jr., and Thos J. Keating, Executors and Trustees under the Last Will and Testament of Hiram G. Dudley, deceased, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale and Petition are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal the day and year last above written.

(Seal)
(Place)

Robert L. Grafflin
Notary Public

ORDER OF RATIFICATION OF SALE
Filed April 11, 1963

ORDER

Upon the foregoing Report of Sale, Petition and Affidavit, It is Ordered, this 30th day of December, in the year nineteen hundred and twenty five, by the Circuit Court of Baltimore City, that the sale of the real estate mentioned and described in the foregoing Report, made by the Trustees by virtue of the power of sale contained in the Last Will and Testament of Hiram G. Dudley, deceased, be and the same is hereby ratified and confirmed and, upon payment in full of the purchase money aforesaid, the Trustees are hereby authorized and empowered to unite with the Trustees under the Deed of Trusts from Mary O. Dudley in a deed granting and conveying the aforesaid real estet to the purchaser thereof.

George A. Solter

STATE OF MARYLAND

CITY OF BALTIMORE, SS:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale and Final Order of Ratification now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 9th day of April A.D. 1963.

HENRY J. RIPPERGER
Clerk

Filed April 11, 1963

(Court Seal)

.....

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of April in the year nineteen hundred and sixty three, the following Report of Sale was brought to be recorded, to wit:

IN THE MATTER OF THE TRUST

ESTATE OF MARY O. DUDLEY.

IN THE CIRCUIT COURT

OF BALTIMORE CITY.
A-213-1922 A-11613

To the Honorable, the Judge of said Court:

The Report of Sale and Petition of Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under deed of trust from Mary O. Dudley to your Honor respectfully states:

- 1 That among the assets constituting the corpus of the trust estate in the hands of your petitioners is a one third undivided interest and estate in and to a tract of land or farm containing 218 acres, more or less, known as "The Thornton Farm", situate on Grove Creek in Queen Annes County, Maryland, and the remaining two third interest in said tract of land or farm is held as an asset in the trust estate under the will of Hiram G. Dudley, now under the jurisdiction of this Court.
2. That said tract of land or farm is located at a considerable distance from the remainder of the farm lands held as assets in these two third estates and, under present conditions surrounding and applicable to farm lands in the locality of this farm, the farm has not proved to be productive of any considerable amount of annual income to either of these trust estates.
3. That your petitioners desire to report to this Court that they and the trustees of the estate of Hiram G. Dudley have deemed it advisable to make private sale of this farm and have made private sale thereof Helene S. Raskob subject to the jurisdiction of this Court, at and for the sum of \$12000.00 and have agreed to allow thereout commissions brokerage, and costs to the person negotiating the private sale, the sum of \$1000.00, the said purchase money of \$12000.00 to be paid \$500.00 at the time of sale and the remaining \$11500.00 to be paid upon ratification of sale.
4. That these petitioners and the trustees of the estate of Hiram G. Dudley, with the exception of Thomas J. Keating, are all beneficiaries of the estate of Hiram G. Dudley and also of the trust estate of Mary O. Dudley and all are desirous and willing that said tract of land or farm shall be sold at the price and upon the terms above mentioned. Your petitioners have conferred also with the said Mary O. Dudley and with The Safe Deposit and Trust Company of Baltimore, the Guardian of Elizabeth Dudley infant child of Charles C. Dudley, deceased, and are advised that they also are willing and desirous that said farm shall be sold as aforesaid.
5. That your petitioners have had considerable experience with sales of real estate in the locality of said farm and by the terms of the deed of trust they are authorized to make sale of the real estate held by them and they believe that the amount of the sale will net to the vendors an amount representing at least the fair market value of said land and will, at a reasonable rate of interest when invested under order of this Court, yield a greater income to the estate than said farm has been yielding.

Your petitioners, therefore, report this sale and pray that said sale may be ratified and confirmed and that, upon payment of the purchase money, your petitioners may be authorized to join with the trustees of the estate of Hiram G. Dudley in the execution of a deed granting and conveying said real estate to the purchaser.

Respectfully submitted,

FRANK S. DUDLEY

MARY O. IVES

ETHEL D. EARECKSON

Trustees under Deed of Trust from Mary O. Dudley.

State of Maryland,

Baltimore City, to wit:

I hereby certify that on this 26th day of December, in the year 1925, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under the deed of trust from Mary O. Dudley, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale and Petition are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal the day and year last above written.

(SEAL PLACE)

Robert L. Grafflin
Notary Public

Filed April 11, 1963

ORDER OF RATIFICATION OF SALE
FILED April 11, 1963

IN THE MATTER OF THE TRUST
ESTATE OF MARY O. DUDLEY

: IN THE CIRCUIT COURT OF
:
: BALTIMORE CITY.
: A-213-1922 A -11613

Upon the foregoing Report of Sale, Petition and Affidavits, IT IS ORDERED, this 30th day of December, in the year nineteen hundred and twenty five, by the Circuit Court of Baltimore City, that the sale of the real estate mentioned and described in the foregoing Report, made by the Trustees by virtue of the power of sale contained in the Deed of Trust from Mary O. Dudley, be and the same is hereby ratified and confirmed and, upon payment in full of the purchase money aforesaid, the Trustees are hereby authorized and empowered to unite with the Trustees of the Estate of Hiram G. Dudley, deceased, in a deed granting and conveying the aforesaid real estate to the purchaser thereof.

George A. Solter

STATE OF MARYLAND,
CITY OF BALTIMORE, SS:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale and Petition and Order of Court now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 15th day of March A.D., 1963

(Court Seal)
Filed April 11, 1963

HENRY J. RIPPERGER
Clerk

.....
 QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on this Tenth day of December in the year nineteen hundred and sixty two, the following Petition of Plaintiff for decree for sale of mortgaged premises was brought to be recorded, to wit:-

AURORA FEDERAL SAVINGS AND LOAN	:	Docket T.S.P. #2 Folio 252
ASSOCIATION, a body corporate,	:	Case No. 4507
	:	Filed Dec 10, 1962
VS	:	
	:	IN THE CIRCUIT COURT FOR
GUARANTEED REALTY CORPORATION,	:	QUEEN ANNE'S COUNTY
a body corporate	:	IN EQUITY.
	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 16th day of October A.D. 1952 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in QUEEN ANNE'S County, therein described, to secure the payment of the mortgage debt of \$75,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That the corporate defendant is the present owner of a part of the mortgaged premises, to wit: Lot Numbered 38 as shown on a Plat entitled "THE MATAPEAKE COMPANY'S LANDS," said Plat being recorded among the Land Records of Queen Anne's County in Plat Book NBW No. 4, Folio 307.

That the said defendant is not the present owner of the balance of the mortgaged premises, it having, by its deed dated September 19, 1961, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 62, Folio 377, granted and conveyed all of its right, title, interest and estate in and to the balance of said mortgaged premises, unto B. BENTLEY BELL AND ASSOCIATED, INC.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
 William F. Podlich, Attorney for
 Plaintiff.

Filed Dec 10, 1962.

PETITIONER'S EXHIBIT NO. 1
 Filed Dec 10, 1962

#23,221 LIBER 7 PAGE 166
 RECEIVED FOR RECORD OCT. 20, 1952

LIBER 7 PAGE 556

Form No. 1 CITY OR COUNTY FEE OR LEASEHOLD Re-recorded
 32,369 RECEIVED FOR RECORD Nov. 25, 1952

THIS MORTGAGE, made this 16th day of October, in the year one thousand nine hundred and fifty-two, between Guaranteed Realty Corporation, a body corporate, duly incorporated under the Laws of, in the State of Maryland, Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said Guaranteed Realty Corporation, a body corporate, the sum of Seventy-five Thousand (\$75,000.00)--dollars, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of Six Hundred Thirty-two and 95/100 (\$632.95) dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the morgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Morgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Guaranteed Realty Corporation, a body corporate, do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all those 3 tracts or parcels of land and premises situate and lying in 5th and 4th Elec. Dist. of Queen Anne's County, State of Maryland, and described as follows:

(First) All that part of a tract of land called or known as "The Mary C. E. McCready Ferry Property", "Hampstead", or the "Elmer Golt Property", or by whatsoever other name or names the same may be called or known as, situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, lying on the north or right side of the State Road leading from Grasonville to Kent Island Narrows, and lying on the northeast or right side of the county road leading from said State Road to the road branching from said county road to lead northward to the property of Alfred S. Perry, bounded by the three roads above mentioned, by the lot of said Alfred S. Perry, by the waters of Kent Narrows, Chester River and Muddy Creek, including a small island lying in the southwest side of the mouth of Muddy Creek, and bounded on the east by the lands now or formerly owned by J. Rodney King and wife, and by lands of, or formerly of, the M. D. & V. Railway Company, and more particularly described as follows:

BEGINNING for the same at a point on the north side of the State Road (40 feet wide) leading from Grasonville to Kent Island Narrows, said point being distant south 00 degrees 53 minutes west 18 feet from a concrete marker set in the boundary line between the lands of Guaranteed Realty Corporation and the lands of J. Rodney King, thence from said point, and binding on the north side of said 40 foot State Road, the following courses and distances, to wit: north 79 degrees 58 minutes west 491.5 feet; north 74 degrees 20 minutes west 446.5 feet; north 62 degrees 46 minutes west 290.2 feet; north 59 degrees 52 minutes west 1646.8 feet; thence leaving said last mentioned State Road, and binding on the northeast or right side of the county road leading from said last mentioned State Road, to the road branching from said county road to lead northward to the property of Alfred S. Perry, the following courses and distances, to wit: north 25 degrees 37 minutes west 212.7 feet; north 19 degrees 43 minutes west 187.0 feet; north 17 degrees 13 minutes west 144.6 feet; north 24 degrees 29 minutes west 68.0 feet; north 31 degrees 48 minutes west 182.3 feet to a stone thru situate, now set six inches below ground level; and thence north 37 degrees 45 minutes west 96.2 feet to a point in the centre of a new public road, 50 feet wide, now laid out to connect the Dual Highway (which leads to the New Chesapeake Bay Bridge) with the county road from which a branch thereof leads northward to the property of Alfred S. Perry; thence across said new public road, in a diagonal direction to the southeast corner of the parcel of land described in a confirmatory deed from Elmer Golt to Charles W. Gardner, dated August 27, 1950, recorded among the land Records of Queen Anne's County in Liber A.S.G. Jr. No. 3, folio 224, thence northwesterly, and binding on the southwest-most outline of said parcel of land, to the easternmost boundary line of the county road which leads northward to the property of Alfred S. Perry; thence north 03 degrees 57 minutes east and binding on the east side of said last mentioned county road, and continuing said course, in all, 1350.0 feet, more or less, to the northeast corner of Alfred S. Perry's lot; said corner being south 54 degrees 57 minutes west 98.4 feet from a U.S.C. & G.S. Concrete monument with a bronze tablet set in the top of same, thence north 88 degrees 51 minutes west and binding on the northernmost outline of said Alfred S. Perry's lot 277.1 feet to a 6" inch by 6 inch concrete monument; thence continuing the same course, 60 feet, more or less, to the low water mark of Kent Narrows; thence in a northerly direction, and binding on the low water mark of said Kent Narrows to the waters of Chester River, thence in an easterly direction to a point northeast of a small island lying in the southwest side of the mouth of Muddy Creek; thence in a southerly direction to a post or stake set on the west bank of Muddy Creek; said post being in the aforementioned boundary line between the lands of Guaranteed Realty Corporation and lands of J. Rodney King; thence south 00 degrees 53 minutes west, and binding upon said boundary line, 2838 feet, more or less, to the place of beginning; containing 240 acres, more or less.

Saving and excepting from the land contained within the outlines above described, such part or parts thereof as have been acquired by the State Roads Commission, or other governmental body or agency for the installation of roads, and easements relating to roads, within said outlines.

And saving and exceptin from the land contained within the outlines above described, the following lots or parcels of land heretofore conveyed therefrom, to wit:

1. All that portion of the strip of land conveyed to the Queen Anne's Railroad Company by Mary C. E. McCready and husband by deed bearing date the 9th day of September, 1901, and recorded in Liber JEG No. 2, folio 290, which may be contained within the above described outlines.
2. All that lot or tract of land having a frontage on said State Road of 100 feet and a depth therefrom of 75 feet, now owned by Earl Meredith, which was granted and conveyed unto James W. Christopher by Elmer Golt, widower, by deed bearing date the 27th day of March, 1930, and recorded in Liber BHT No. 11, folio 14.
3. All that lot of land having a frontage on said State Road of 50 feet, and a depth therefrom of 75 feet, now owned by Earl Meredith, which was granted and conveyed unto Rose Hnatiuk by Elmer Golt, widower, by deed bearing date the 18th day of July, 1932, and recored in Liber BHT No. 15, folio 37.
4. All that lot of land now owned or occupied by William Banks, situate at the northeast corner of the aforementioned county road and the said road leading therefrom to Alfred S. Perry's lot, which was granted and conveyed unto Charles W. Gardner by Elmer Golt, single, by confirmatory deed bearing date the 27th day of August, 1940, and recorded in Liber ASG Jr. No. 3, folio 224.
5. All that lot of land adjoining the easterly boundary of the land hereinabove

excepted which was granted and conveyed unto Dorothy Sakrjewski by Elmer Golt, single, by deed bearing date the 27th day of August, 1940, and recored in Liber A.S.G. Jr. No. 3, folio 226.

6. All that lot having a frontage on said county road of 50 feet and a depth therefrom of 122 feet which was granted and conveyed unto Ivory Henry and wife by Elmer Golt, single, by deed bearing date the 8th day of June, 1943, and recorded in Liber ASG Jr. No. 7 folio 550

7. All that lot or parcel of land known as property of "Christ Community Church of Kent Narrows" having a frontage of 50 feet on the northeast side of the said County Road and a depth therefrom of 125 feet which was granted and conveyed to Floris Parker, et al, Trustees, etc., by Elmer Golt, single man, by deed bearing date the 29th day of December, 1943, and recorded in Liber ASG Jr. No. 9, folio 93.

8. All that lot of land having a frontage on the easterly side of the said road leading from the aforementioned county road to Alfred S. Perry 's lot of 105 feet and a depth therefrom of 105 feet which was granted and conveyed unto Benjamin F. Austin and wife by Elmer Golt, single, by deed bearing date the 18th day of April, 1944, and recorded in Liber ASG Jr. No. 9, folio 300.

9. All that lot of land having a frontage on said county road of 50 feet and a depth therefrom of 22 feet which was granted and conveyed unto Ivory Henry and wife by Elmer Golt, single, by deed bearing date the 23rd day of March, 1945, and recorded in Liber ASG Jr. No. 11, folio 24.

10. All that lot of land having a frontage on the north side of said State Road of 175 feet and a depth therefrom extending to the said Railroad Property which was granted and conveyed unto Anna Moore by Medford E. Golt and Roy E. Golt, Administrators of the personal estate of Elmer Golt, deceased, by deed bearing date the 25th day of June, 1945, and recorded in Liber A.S.G.Jr. No. 11, folio 370.

11. All that lot of land having a frontage on the north side of said State Road of 50 feet, and a depth therefrom of 100 feet which was granted and conveyed unto Moses Blue and wife by Medford E. Golt, et al, by deed bearing date the 16th day of February, 1946, and recoreded in Liber ASG Jr. No. 13, folio 66.

AND also saving and excepting from the land contained within the outlines above described, the four following described lots and parts of lot heretofore contracted to be sold by Roy E. Golt, Medford E. Golt and Lola C. Golt, his wife (former owners of the land as above described) from the land contained within said outlines, to wit:

A. All that lot of land lying between the hereinabove excepted lots numbered 3 and 10, having a frontage on the north side of said State Road of 121 feet and an even depth therefrom of 125 feet, being lot of land contracted to be sold unto Herman Meredith by the said Roy E. Golt, Medford E. Golt and Lola C. Golt, his wife.

B. All that lot of land which may be described as a 50 -foot extension of the depth of the hereinabove excepted lots numbered 2 and 3 owned by Earl Meredith, same having been agreed to be sold unto said Earl Meredith by Roy E. Golt, et al.

C. All that lot of land having an even width and frontage on said county road of 50 feet, and a depth therefrom of 125 feet, lying adjacent to and northwest of the hereinabove except lot numbered 7, being a lot of land contracted to be sold by said Roy E. Golt, et al, to the Trustees of "Christ Community Church of Kent Narrows".

D. All that lot of land having an even width and frontage on said county road of 100 feet, and a depth therefrom of 122 feet, lying adjacent and southeast of the hereinabove excepted lot numbered 9, being a lot of land contracted to be sold by the said Roy E. Golt, et al., to one E. Carroll.

BEING all of the land and premises described in a deed dated October 23, 1948, and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 2, folio 87, from Roy E. Golt, et al, unto the mortgagor herein, as well as all lands and rights which were conveyed, recited or referred to in a deed dated January 16, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 4, folio 148, from Russell H. McCain, et al, unto the mortgagor herein.

(Second) All that parcel or lot of land (marsh) situate, lying and bein_ in the Fifth Election District of Queen Anne's County, State of Maryland, lying northerly from the Grasonville Kent Narrows State Road located between the present lands of David M. Nichols and wife and the tributary of the Chester River known as Muddy Creek, and more particularly described by a survey of J. B. Metcalfe, Registered Surveyor, in August, 1950, as follows:

BEGINNING for the same at a point on the Nichols-King division line north 01 degree 00 minutes east 1152.40 feet from a concrete monument set on the division line north 01 degree 00 minutes east 18.00 feet from the centre of the Grasonville-Kent Narrows State Road and running (1) thence by and with the division line of the lands intended to be conveyed (said line is a straight line drawn from the northeasterly corner of a duck blind erected upon the top of a bungalow located on said Nichols lands to a utility electric power line pole with a transformer on same that strands possibly 100 feet southeasterly from the Otto Stichel Tavern, south 73 degrees 43 minutes east to the centre line of the aforementioned Muddy Creek; (2) thence by and with the centre line of said creek in a northerly direction until said line intersects the southerly shore line of Chester River; (3) thence by and with the waters of the Chester River south 64 degrees 19 minutes west to the division line of the Nichols King land; (4) thence by and with the last mentioned division line south 01 degree 00 minutes west 1374 feet more or less to the place of beginning; and especially the use of a 500 foot right-of-way for ingress and egress described as follows: A right-of-way or road 50 feet wide running in a westerly

direction parallel with and 5 feet from the edge of the easement area on the north side of the New Dual Highway over the 60 foot right-of-way granted to J. Rodney King and wife by Otto Stichel by deed recorded among the Land Records of Queen Anne's County in Liber NBW No. 5, folio 178, and over and across the lands of said J. Rodney King and wife until it reaches the boundary line of the property above described, running from the interchange road connecting the New State Dual Highway.

BEING the same lot of ground which by deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto was granted and conveyed by David M. Nichols and wife unto the mortgagor herein.

(Third) All that tract of land or farm, situate in the South Election District of Queen Anne's County, State of Maryland, on the south side of the Matapeake-Easton Road on Kent Island, described by metes and bounds, courses and distances, according to a certificate of survey made by John C. Fisher, Surveyor, in June, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG Jr. No. 16 folio 263, etc., containing ninety-eight and five-tenths (98.5) acres of land, more or less; being the same land which was granted and conveyed unto The Matapeake Company by David M. Nichols and wife by deed dated the 15th day of April, 1948, and recorded among the Land Records aforesaid in Libe ASG Jr. No. 19 folio 453, etc., saving and excepting therefrom, nevertheless, all that part or parcel thereof, described by metes and bounds, courses and distances, according to the certificate of survey and plat thereof made by John C. Fisher, in May, 1948, and recorded among the Land Records aforesaid in Liber NBW No. 1, folio 7, containing seventy-five and eight -tenths (75.8) acres of land, more or less, being the same part or parcel of land which was granted and conveyed by The Matapeake Company unto Frank J. Novak and Donna H. Novak, his wife, by deed bearing date the 7th day of June, 1948, and recorded among the aforesaid land records in Liber NBW No. 1, folio 11, etc., saving and excepting also therefrom lots numbered 35, 56, 57 and 63, as shown on a plat of the above described property, said plat being called a plat of "The Matapeake Company's Lands" prepared by J. B. Metcalfe, said plat being recorded among the Land Records of Queen Anne's County in Plat Book NBW No. 4, folio 307 (leaving an acreage contained in the land hereby conveyed of 22.7 acres, more or less, less the acres of the aforementioned lots Nos. 35, 56, 57 and 63.)

BEING and intended to be all of the land and premises described in a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from The Matapeake Company, a body corporate, unto the morgagor herein.

TOGETHER with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said morgagee, its successors and assigns, in fee simple, forever,

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said morgagor (s) covenant (s) with the said Aurora Federal Savings and Loan Association, as follows:-

- 1. To repay the indebtedness, together with interest, as herein provided.
- 1I. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by themortgagee, for the benefit of the morgagee in such insurance companies as are acceptable to the morgagee, to the extent of its lien thereon, and to deliver the policy to the morgagee. If any loss within the privisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the morgagee only; the morgagor(s) hereby waiving all right to the possession of said payment until the morgagee's claim under this mortgage has been fully paid and satisfied.
- 111. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- 1V. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the morgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail (s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fun for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

V. That the holder of this mortgage in any action to fore-close it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefore as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s) by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner; without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

VIII. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree (s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor (s) hereby assent (s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize (s) the said Mortgagee, its successors or assigns or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be) to the said Mortgagor(s) his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree of said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as a commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor (s) hereby covenant (s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the corporate seal of the said mortgagor, and the signature of Bramwell Kelly, its President.

Witness:

CATHERINE W. MCCANN
CATHERINE W. MCCANN

GUARANTEED REALTY CORPORATION

By BRAMWELL KELLY
(Bramwell Kelly) President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on the 16th day of October, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Bramwell Kelly, President of Guaranteed Realty Corporation, a body corporate, the mortgagor(s) named in the foregoing mortgage and he, as such President acknowledged said mortgage to be the act and deed of said body corporate.

At the same time also appeared, John L. Fisher, President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

CATHERINE W. MCCANN
Notary Public
Catherine W. McCann

My Commission expires on May 4th, 1953

Partial Release of above mortgage is recorded in Liber T.S.P. No. 25, folio 254, a Land Record Book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.S.P. No. 44, folio 167, a Land Record Book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.SP. No. 45, folio 408, a Land Record Book for Queen Anne's County.

Agreement is recorded in Liber T.S.P. No. 54, folio 215, a Land Record book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.S.P. No. 58, folio 40, a Land Record Book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.S.P. No. 58, folio 515, a Land Record Book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.S.P. No. 66, folio 208, a Land Record Book for Queen Anne's County.

Partial Release of above mortgage is recorded in Liber T.S.P. No. 66, folio 209, a Land Record Book for Queen Anne's County.

Fifteen-Five Dollar Fifty-Cent
Recordation Tax Stamps
Endorsed V A D

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 7, folio 556, a Land Record Book for Queen Anne's County. And I further certify that the said Mortgage is also recorded in Liber T.S.P. No. 7, folio 166.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 10th day of December in the year nineteen hundred and sixty-two.

CHARLES W. CECIL
Clerk

Filed Dec. 10, 1962

STATEMENT OF MORTGAGE DEBT
Filed Dec 10th 1962

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION,

) DOCKET TSP #2 Folio 252
) CASE NO. 4507
) Filed Dec. 10, 1962

) IN THE CIRCUIT COURT FOR
) QUEEN ANNE'S COUNTY

) IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corp corporate, under the mortgage from GUARANTEED REALTY CORPORATION, a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated October 16, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 7, Folio 166 (said mortgage having been re-recorded among said Land Records in Liber TSP No. 7, Folio 556.)

Original Loan	-----	\$ 75,000.00
Amount repaid	-----	45,959.64
Loan Balance	-----	\$ 29,040.36
Interest on unpaid principal of mortgage debt to March 9, 1963, at 6% (60 days beyond date of sale per Art. 66, Sec 8, 1957 Code, provided Auditors' Account is not ratified prior to March 9, 1963)	-----	5,203.35
		\$34,243.71
Credit Expense Account	=====	187.48
		\$34,056.23

AURORA-FEDERAL SAVINGS AND LOAN ASSOCIATION

(Corporate Seal)

By DWIGHT F. BRUNK,
Dwight F. Brunk, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct@

I HEREBY CERTIFY, That on this 7th day of December, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK, Vice -President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary Public Seal. Filed Dec. 10, 1962.

ELSIE CURTIS Notary Public Elsie Curtis

DECREE FOR SALE OF MORTGAGED PREMISES Filed Dec 11, 1962

DOCKET TSP # 2 FOLIO 252 Case No. 4507 Filed Dec 11, 1962

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. GUARANTEED REALTY CORPORATION, A body corporate

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 11th day of DECEMBER in the year nineteen hundred and sixty-two by the Circuit Court for QUEEN ANNE'S County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand (\$5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in QUEEN ANNE'S County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser (s) his, her or their successors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS. J. KEATING JR. Judge

Filed Dec. 11, 1962.

BOND Filed Jan 3, 1963

Queen Anne's County, to wit: Be it remembered that on this Third day of January in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY STATE OF MARYLAND BOND NO. 16 1110 62

Aurora Federal Savings and Loan Association versus Guaranteed Realty Corporation BOND OF TRUSTEE TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, William F: Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our andeach of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 4th day of January in the year of our Lord one thousand, nine hundred and sixty -three.

WHEREAS the above bounden William F. Podlich by virtue of a decree of the Honorablê the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Guaranteed Realty Corporation now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Test: ELSIE CURTIS

WILLIAM PODLICH (SEAL)
William Podlich

CARVEL A. SCHLEUPNER
Witness as to Surety

UNITED STATES FIDELITY AND GUARANTY COMPANY

By ROBERT J. NOETH
Robert J. Noeth , Attorney in fact.

Corporate Seal

And at the foot of the foregoing Bond is the following endoresement, to wit;-
Security approved and Bond filed Jan 3, 1963.

CHARLES W. CECIL , Clerk

Certified Copy of Power of Attorney attached thereto.

STATE OF MARYLAND,)
) to wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY' that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 181, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 3rd day of January in the year nineteen hundred and sixty three.

Court Seal.

CHARLES W. CECIL
Clerk

Filed Jan 3, 1963.

BOND
Filed Han. 14, 1963

Queen Anne's County, towit: Be it remembered that on this Fourteenth day of January in the year nineteen hundred and sixty-three, the following Bond was filed for record to wit:-

Judicial 10-MARYLAND-TRUSTEE TO SELL

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND Bond No. 16 31 63

Aurora Federal Savings and Loan Association)
)
versus) Additional Bond to Sell
) Real Estate
Guaranteed Realty Corporation)

KNOW ALL MEN BY THESE PRESENTS: The we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-One Thousand Five Hundred and 00/100 --- Dollars (\$21,500.00) to be paid to the said State or its certain Attorney to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 9th day of January in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDED William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Guaranteed Realty Corporation now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree of order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Test:

ELSIE CURTIS
ELSIE CURTIS

WILLIAM F. POCLICH (SEAL)
William F. Poslich

UNITED STATES FIDELITY AND
GUARANTY COMPANY

CAROL A. SCHLUEPNER
Witness as to Suerty

By ROBERT J. BURNS
Robert J. Burns, Attorney
in Fact.
Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Jan. 14, 1963

CHARLES W. CECIL, Clerk

Certified copy of Power of Attorney attached hereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 185, a Bond Record Book for Queen Anne's County.

Seal's
Place

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 14th day of January in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE - A
Filed Jan. 14, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION

:
:
:
:

CASE NO. 4507
IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY

REPORT OF SALE - A

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, January 8, 1963, at 1:00 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the first five lots or tracts of land, lying and being in the Fifth Election District of Queen Anne's County, as described in the above mentioned Advertisement of Sale, to EARL WARFIELD SEWARD and EARL WILLIS SEWARD, co-partners, trading as EARL W. SEWARD & SON, they being then and there the highest bidders therefor, at and for the sum of Twenty-one Thousand Five Hundred and 00/100 (\$21,500.00) Dollars, upon the terms mentioned in said advertisement;

Said Trustee further certifies that he believes said purchasers will pay the purchase money for said property and that they will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchasers' affidavit required by the Maryland Rules.

~~This Trustee further certifies that he believes said purchasers will pay the purchase money for said property and that they will fully comply with the terms of sale, upon ratification of the sale by the Court, and he attaches hereto purchasers' affidavit required by the~~

This Report states the amount of sale to be Twenty-one Thousand Five Hundred and 00/100 (\$21,500.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE

Filed Jan 14, 1963

WILLIAM F. PODLICH, Solicitor
301 Aurora Federal Building
Baltimore 11, Maryland

TRUSTEE'S SALE
of Valuable

FEE SIMPLE PROPERTY
In The
Fourth and Fifth Election Districts
of
Queen Anne's County

By Decree of the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, the undersigned Trustee will sell at Public Auction, in front of the Court House Door, in the Town of CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, on

TUESDAY, JANUARY 8th, 1963
Beginning at 1:00 o'clock p.m.

ALL the following described real estate, to wit:

Five Lots or Tracts of Land situate, lying and being in the Fifth Election District of Queen Anne's County.

THE FIRST THEREOF containing 89.378 acres of land, more or less, being known and designated as PARCEL NUMBER TWO (2) on the Plat entitled "PLAT OF A SURVEY OF THE LANDS OF THE GUARANTEED REALTY CORPORATION, NEAR KENT NARROWS, IN THE FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND," which Plat is of record among the Land Records of Queen Anne's County in Liber TSP No. 52, Folio 99; SAVING AND EXCEPTING from said PARCEL NUMBER TWO (2) the land and premises shown on a Plat recorded among the Land Records of Queen Anne's County in Liber TSP No. 57, Folio 588, and as described in the two following Deeds:

- 1- Deed dated April 9, 1960, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 54, Folio 282, by which 0.764 acres of land, more or less, were conveyed to EARL WARFIELD SEWARD and EARL WILLIS SEWARD.
- 2- Deed dated November 16, 1960, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 57, Folio 589, by which 1.539 acres of land, more or less, were conveyed to EARL W. SEWARD and FLORENCE W. SEWARD, his wife, and EARL WILLIS SEWARD and HELEN A. SEWARD, his wife.

THE SECOND THEREOF being a part of PARCEL NUMBER THREE (3) on said Plat entitled "PLAT OF A SURVEY OF THE LANDS OF THE GUARANTEED REALTY CORPORATION, NEAR KENT NARROWS, IN THE FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND," which Plat is recorded as aforesaid; and being more particularly described according to a description prepared March 13, 1959, by J.R. McCrone, JR., INC., Registered Engineers and Land Surveyors, as follows:

BEGINNING FOR THE SAME at a point on the northerly side of Maryland Route No. 18 (40 feet wide), said point being south 65 degrees 56 minutes 30 seconds east 174.43 feet from the concrete monument marking the southwest corner of Parcel No. 3, and shown on the aforementioned Plat made by J. R. McCrone, Jr., Inc., titled "PLAT OF A SURVEY OF THE LANDS OF GUARANTEED REALTY CORPORATION NEAR KENT NARROWS IN THE FIFTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND," of which the herein described is a part, and running thence by and with the division line between the herein described lands and other lands of Parcel No. 3, north 24 degrees 03 minutes 30 seconds east 346.39 feet to the southerly right-of-way line of the Baltimore and Eastern Railroad; thence by and with the southerly side of said railroad south 74 degrees 42 minutes east 239.80 feet to the Anna Moore Lands, formerly referred to in other transactions as Tract No. 10; thence by and with said Anna Moore lands south 24 degrees 03 minutes 30 seconds west 382.90 feet to the northerly side of the aforementioned Maryland State Route No. 18; thence by and with said road north 65 degrees 56 minutes 30 seconds west 237 feet to the place of beginning.

THE THIRD THEREOF containing 17.683 acres of land, more or less, being a part of PARCEL NUMBER FOUR (4) on said Plat entitled "PLAT OF A SURVEY OF THE LANDS OF THE GUARANTEED REALTY CORPORATION NEAR KENT NARROWS, IN THE FIFTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND," which Plat is recorded as aforesaid; and being more particularly described according to a description prepared March 17, 1959, by J. R. McCrone, JR, INC., Registered Engineers and Land Surveyors, as follows:

BEGINNING FOR THE SAME at a point on the northerly side of Maryland Route No. 18 (40 feet wide), said point being south 05 degrees 00 minutes east 8 feet from a concrete monument and on the southwesterly corner of the David M. Nichols lands and the southeasterly corner of the herein described lands, and running thence by and with the northerly side of the aforementioned Maryland Route No. 18, the three following courses and distances: (1) north 85 degrees 41 minutes 20 seconds west 597.53 feet to a point; (2) along an arc whose length is 548.02 feet and whose chord is north 75 degrees 34 minutes west 545.45 feet to a point; and (3) north 65 degrees 56 minutes 30 seconds west 395.45 feet to the Eldridge Meredith Lands, formerly referred to in other transactions as Tract No. 11; thence by and with said Eldridge Meredith Lands the two following courses and distances; (1) north 24 degrees 03 minutes 30 seconds east 100 feet to a point; and (2) north 65 degrees 56 minutes 30 seconds west 50 feet to Tract "B" as excepted in a deed from Roy Golt, et al., to Guaranteed Realty Corporation, dated October 23, 1948, recorded in Liber NBW No. 2, Folio 87, a Land Record Book for Queen Anne's County; thence by and with Tract "B" and other lands, the two following courses and distances: (1) north 24 degrees 03 minutes 30 seconds east 25 feet; and (2) north 65 degrees 56 minutes 30 seconds west 314.50 feet to the Anna Moore Lands, formerly referred to in other transactions as Tract No. 10; thence by and with the Anna

Moore Lands, north 24 degrees 03 minutes 30 seconds east 284.86 feet to the southerly right-of-way line of the Baltimore and Eastern Railroad Lands; thence by and with said right-of-way line south 74 degrees 42 minutes east 1,673.40 feet to the aforementioned David M. Nichols Lands; thence by and with the David M. Nichols Lands south 05 degrees 00 minutes east 416.50 feet to the above mentioned concrete monument and continuing the same course south 05 degrees 00 minutes east 8 feet to the place of beginning.

THE FOURTH THEREOF containing 0.125 acres of land, more or less, being known and designated as PARCEL NUMBER FIVE (5) on said Plat entitled "PLAT OF A SURVEY OF THE LANDS OF THE GUARANTEED REALTY CORPORATION NEAR KNET NARROWS, IN THE FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND," which Plat is recorded as aforesaid.

THE FIFTH THEREOF containing 0.309 acres of land, more or less, being known and designated as PARCEL NUMBER SIX (6) on said Plat entitled "PLAT OF A SURVEY OF THE LANDS OF THE GUARANTEED REALTY CORPORATION NEAR KENT NARROWS, IN THE FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND," which Plat is recorded as aforesaid.

The above described property will be sold subject to conditions, restrictions, easements and agreements of record affecting same; if any.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY: all taxes and other public dues and charges are to be adjusted to date of sale. Cost of all Documentary Stamps to be paid by the purchaser. DEPOSIT: A CASH DEPOSIT of \$750.00 will be required of the purchaser on the day of sale; balance of purchase price to bear interest at 6% from date of sale.

AND IMMEDIATELY THEREAFTER

The undersigned will sell at Public Auction thirty-seven (37) lots of ground situate in the Fourth Election District of Queen Anne's County as shown upon a Plat of "THE MATAPEAKE COMPANY LANDS," prepared by J. B. Metcalfe, said Plat being recorded among the Land Records of Queen Anne's County in Plat Book NBW No. 4, Folio 307; being known and designated as-

- LOTS 1 through 21, INCLUSIVE
- LOTS 25 through 33, INCLUSIVE
- LOTS 37 and 38
- LOTS 58 through 62, INCLUSIVE, on said Plat.

The above described property will be sold SUBJECT to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY; all taxes and other public dues and charges are to be adjusted to date of sale. Cost of all Documentary Stamps to be paid by the purchaser. DEPOSIT: A CASH DEPOSIT of \$750.00 will be required of the purchaser on the day of sale; balance of purchase price to bear interest at 6% from date of sale. BEING ALL AND INTENDED TO BE ALL of the land described in the mortgage, which is the subject of these proceedings, and which is dated October 16, 1952, and duly recorded among the Land Records of Queen Anne's County, except so much thereof as has been heretofore released.

WILLIAM F. PODLICH, Trustee
JOSEPH A. JACKSON, JR.,
Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 9, 1963

The Queen Anne's Record-Observer Corporation a body corporate, does hereby certify that the Trustee's Sale of Baluable Fee Simple Property in the case/estate of----- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8 day of January 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of December 1963, and the last insertion on the 3rd day of January, 1963.

The Record-Observer Corporation
By RUTH ALLEN.

Filed Jan. 14, 1963

CERTIFICATE OF PURCHASERS
ORDER NISI
Filed Jan. 14, 1963

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association, a body corporate
vs.
Guaranteed Realty Corporation

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4507

ORDERED, this 14th day of January, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of February, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of February, 1963.

The report states the amount of sales to be \$21,500.00.

Filed Jan. 14, 1963

CHARLES W. CECIL Clerk

CERTIFICATE OF PURCHASERS
Filed Jan. 14, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert F. Podlich purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser Earl W. Seward & Son, a co-partnership) of the first five lots or tracts of land, being the parcel in the 5th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Advertisement of Sale.

ROBERT F. PODLICH (SEAL)

Witness my hand and Notarial Seal

ELSIE CURTIS
Notary Public.
ELSIE CURTIS

Notary Public

Filed Jan 14, 1963

REPORT OF SALE - B
Filed Jan. 14, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION

CASE NO. 4507

IN THE

CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY

REPORT OF SALE - B

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in addordance with the annexed photo of Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, January 8, 1963, immediately after the sale in these proceedings, at 1:00 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property described in said Advertisement of Sale, as thirty-seven lots of ground situate in the Fourth Election District of Queen Anne's County, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, it being then and there the highest bidder therefor, at and for the sum of Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amout of sale to be Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed Jan. 14, 1963

COPY OF CERTIFICATE OF
PUBLICATION OF SALE
Filed Jan. 14, 1963

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 9, 1963

The Queen Anne's Record-Observer Corporation, a body corporate, does hereby certify that the Trustee's Sale of Valuable Fee Simple Property in the case/estate of ----- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of January, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of December 1963, and the last insertion on the 3rd day of January, 1963

The Record-Observer Corporation
By Ruth Allen.

Filed Jan 14, 1963

CERTIFICATE OF PURCHASER
Filed Jan. 14, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared L. C. Thomas purchase at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser Aurora Federal Savings and Loan Association of the 37 lots or tracts of land, on the Plat of "The Matapeake Company Lands" in the 4th Election District of Queen Anne's County.

AURORA FEDERAL SAVINGS & LOAN ASSN
By L. C. THOMAS Agent (SEAL)
Purchaser

Witness my hand and Notarial Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Notary
Public
Seal

ORDER NISI
Filed Jan. 14, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate
vs.
Guaranteed Realty Corporation

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Cause No. 4507

ORDERED, this 14th. day of January, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th. day of February, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of February, 1963.

The report states the amount of sales to be \$5,200.00.

Filed January 14, 1963

CHARLES W. CECIL Clerk

AMENDED STATEMENT OF MORTGAGE CLAIM
Filed Jan 14, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
vs.
GUARANTEED REALTY CORPORATION

* IN THE
* CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
*
* IN EQUITY
*
* CASE NO. 4507

AMENDED STATEMENT OF MORTGAGE CLAIM

Amended Statement of Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage made from GUARANTEED REALTY CORPORATION, dated October 16, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 7, Folio 166 (said mortgage having been re-recorded among said Land Records in Liber TSP No. 7, Folio 556).

Original loan	\$ 75,000.00
Amount repaid	<u>45,959.64</u>
Loan balance	\$ 29,040.36
Interest on unpaid principal of mortgage debt to March 9, 1963, at 6% (60 days beyond date of sale per Art. 66, Sec. 8, 1957 Code, provided Auditor's Account is not ratified prior to March 9, 1963)	5,203.35
	\$ 34,243.71
Credit expense account	<u>304.64</u>
	\$ 33,939.07

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal

By DWIGHT F BRUNK
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 1963, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the foregoing is a true statement of the amount due to the said body corporate on its mortgage claim described in the foregoing Amended Statement of Mortgage Claim, and that said body corporate has not received any security or satisfaction thereof, other than the Deed of Mortgage in said Amended Statement mentioned.

IN TESTIMONY WHEREOF WITNESS my hand and Notarial Seal.

Notary Public Seal

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed Jan 14, 1963

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE

Filed Feb. 18, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate
vs.

Guaranteed Realty Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4507

ORDERED, this 14th day of January, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of February, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of February, 1963.

The report states the amount of sales to be \$5,200.00.

Filed: January 14, 1963

CHARLES W. CECIL, Clerk

Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 15, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale ----- in the case of Aurora Federal savings and Loan Association, Vs. Guaranteed Realty Corp. Cause No. 4507 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

Filed Feb. 18, 1963

By E. A. DADDS

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Feb. 18, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Guaranteed Realty Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4507

ORDERED, this 14th day of January, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of February, 1963, unless cause to the contrary thereof, be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of February, 1963.

The report states the amount of sales to be \$21,500.00.

Filed: Jan. 14, 1963

True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Feb. 15, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on sale in the case of Aurora Federal Savings and Loan Association, Vs. Guaranteed Realty Corp. Cause No. 4507 --- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January, 1963, and the last insertion on the 31st day of January, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed Feb. 18, 1963

FINAL ORDER OF RATIFICATION
Filed Feb. 18, 1963

FINAL ORDER OF RATIFICATION

ORDERED THIS 18th day of February, 1963, be the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, in Report "A" be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commission and such proper expenses, not personal, as he shall produce vouchers, for, to the Auditor.

THOS J. KEATING JR
JUDGE

Filed Feb. 18, 1963

FINAL ORDER OF RATIFICATION
Filed Feb. 18, 1963

FINAL ORDER OF RATIFICATION

ORDERED this 18th day of February, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, in Report "B" be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for, to the Auditor.

THOS J. KEATING JR
JUDGE

REPORT AND ACCOUNT OF AUDITOR
Filed April 2, 1963

Aurora Federal Savings
and Loan Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

Guaranteed Realty Corporation

No. 4507

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$9,107.50.

That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the several order nisi's of sale and the audit nisi to be passed as to this audit, the vendor's share of 1963 and 1962 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgage as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

March 28, 1963

Filed April 2, 1963

Cause No. 4507

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963		
Jan. 8	By proceeds of the sale of Parcel No. 1, per report of vendor, to wit:-	\$21,500.00
	By interest on unpaid balance of purchase price of Parcel No. 1,	
	per statement of vendor, to wit: -----	255.91
	By proceeds of the sale of Parcel No. 2, per report of vendor, to wit:	5,200.00
	By interest on unpaid balance of purchase price of Parcel No. 2,	
	per statement of vendor, to wit: -----	29.67
	By gross proceeds of said sales, to wit: -----	\$26,985.58

Dr.

To William F. Podlich, Trustee named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$35.00	
2-His commissions for making sales, to wit: -----	1,499.28	\$1,534.28
To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk ---	\$ 39.90	49.90
2-Appearance fee of Wm. F. Podlich, Attorney -----	10.00	
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond and additional bond filed in this cause, per statement for the same exhibited, to wit: -----		96.00
To do., for an amount paid J.A. Jackson, Jr., Auctioneer, for crying said sale, per receipt for same exhibited, to wit: -----		75.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit: -		
1-Costs for publishing advertisement of sale -----	\$250.00	
2-Costs for publishing order nisi of sale of Parcel No. 1 -----	14.00	
3-Costs for publishing order nisi of sale of Parcel No. 2 -----	14.00	278.00

To do., for an amount paid Elsie Curtis,
Notary, for Notary fees in this Cause
her receipt for same exhibited, to wit:----- 2.00

J THOMAS CLARK
Auditor

March 28, 1963

To Do., for allowance for amounts due as Vendor's share of State and County taxes, as follows, to wit:		
1-On Parcel No. 1 for year 1963 the sum of -----	66666666 \$	2.69
2-On Parcel No. 2 for year 1963 the sum of -----		2.43
3-On Parcel No. 2 for year 1962 the sum of -----		<u>2.71</u> 7.83

To do., for costs of publishing the audit
nisi to be passed as to this audit in
the Queen Anne's Record-Observer, the
sum of ----- 12.00

To J. Thomas Clark, auditor, for stating
this audit, the sum of ----- 99.00

To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of \$33,939.07, as per amended state- ment of mortgage indebtedness filed in this cause, the balanc, or the sum of -----	<u>24,831.57</u>	
	\$26,985.58	\$26,985.58

March 28, 1963

J THOMAS CLARK
Auditor

Filed April 2, 1963

NISI RATIFICATION OF AUDIT
Filed April 2, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan Association, a body corporate	)	In the Circuit Court
	)	for Queen Anne's County
VS.	(
	)	In Equity
Guaranteed Realty Corporation	)	Cause No. <u>4507</u>

ORDERED, this 2nd. day of April, 1963, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the
19th. day of April, 1963, unless cause to the contrary thereof be previously shown;
provided a copy of this order be inserted in some newspaper published in Queen Anne's
County, Maryland, once in each of two successive weeks before the 12th. day of April, 1963.

CHARLES W. CECIL Clerk

Filed April 2, 1963

CERTIFICATE OF AUDITOR
Filed April 2, 1963

Aurora Federal Savings and Loan Association		In The Circuit Court For
		Queen Anne's County
vs.		In Equity
Guaranteed Realty Corporation		No. <u>4507</u>

CERTIFICATE OF AUDITOR

This is to certify that the undersigned auditor did fully comply with
Rule 595.g, Maryland Rules of Procedure, by mailing postal cards by U.S. Mail prepaid, to
Aurora Federal Savings and Loan Association, Guaranteed Realty Corporation and William F,
Podlich, Trustee notifying each of them that the audit in the above entitled cause filed
with the Clerk of this Court on April 2, 1963, and that unless exceptions to the same
were filed before April 19, 1963, the same would be ratified by the Court, they being
the only parties to this cause.

J THOMAS CLARK
Auditor

Filed April 2, 1963

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed April 7, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan
Association, a body corporate
vs.
Guaranteed Realty Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4507

ORDERED, this 2nd day of April, 1963, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th
day of April, 1963, unless cause to the contrary thereof be previously shown; provided a
copy of this order be inserted in some newspaper published in Queen Anne's County, Mary-
land, once in each of two successive weeks before the 12th day of April, 1963.

CHARLES W. CECIL, Clerk

Filed April 2, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 16, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby
certify that the Nisi Ratification of Audit in the case of Auroura Federal Savings and
Loan Vs. Guaranteed Realty Corp. Cause #4507----- a true copy of which is annexed
hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed
and published at Centreville, in Queen Anne's County, Maryland, once a week for 2
successive weeks before the 12th day of April, 1963, and that the first insertion
of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of
April 1963, and the last insertion on the 11th day of April, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed April 17, 1963

FINAL RATIFICATION OF AUDIT
Filed April 22, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION
vs.
GUARANTEED REALTY CORPORATION

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
Equity No. 4507

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd day of April, 1963, by the CIRCUIT
COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, that the
within and foregoing Account and Report of the Auditor be and the same is hereby fi-
nally ratified and confirmed, no cause to the contrary thereof having been shown, al-
though due notice appears to have been given as directed, and WILLIAM F. PODLICH,
Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in
the manner set forth in said Audit.

THOMAS J. KEATING JR
Judge

Filed April 22, 1963

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of January in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

ESTELLE B. MATTHEWS
RICHARD L. MATTHEWS, her husband
SUSANNE B. BRUNDICK, widow
LOLA M. BRAMBLE, widow, individually
and as Administratrix of the Estate
of James Erdman Bramble, Jr.
Complainants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

VS

ESTELLE ANN BRAMBLE, infant
ROBERT H. BRAMBLE, infant
Respondants

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, says:

1. That James E. Bramble departed this life on or about the 6th day of June, 1955, seized and possessed of a lot or parcel of land, with the improvements thereon, more particularly described as follows, to wit:

ALL that lot or parcel of ground situate, lying and being in the town of Centreville, Queen Anne's County, Maryland, being a part of what is known as the Perkins Lot, fronting on Water Street, and more particularly described as follows:

BEGINNING for the same on Water Street at the northeast corner, which said corner is 60 feet from the building line on Commerce Street of the store formerly of Eugene A. Cann, and running thence South 40° 30' West 59 feet 6 inches to the lot formerly owned by The Centreville National Bank of Maryland, now of T. Edmund Dewing, thence North 58° 15' West 21 feet to the property formerly of H. W. Chambers, now of Record Office Supply Company, Inc., thence North 38° 30' East 59 feet 8 inches to Water Street, thence with Water Street South 52° 31' East 19 feet and 6 inches to the place of beginning, and containing 1.206½ square feet of land, more or less.

SUBJECT, nevertheless, to all easements heretofore granted by J. Erdman Bramble unto T. Edmund Dewing by grant dated the 15th day of September, 1947, recorded among the Land Records of Queen Anne's County on November 28, 1962, in Liber T.S.P. No. 69 folio 300.

2. That by the Last Will and Testament of the said James E. Bramble, dated the 20th day of March, 1946, recorded among the Will Records of Queen Anne's County in Liber EEC. No. 1 folio 409 (a certified copy of said Last Will and Testament of James E. Bramble is attached hereto, marked "Complainant's Exhibit No. 1," and prayed be made a part hereof) the aforesaid lands were divided equally unto his lawful descendants living at the time of his death, per stirpes and not per capita.

3. That the said James E. Bramble was survived by four children as his sole heirs at law at the time of his death; namely Estate B. Matthews, Susanne B. Brundick, H. Turner Bramble and James Erdman Bramble, Jr., all as will more fully appear by reference to the administration of the estate of James E. Bramble in the Orphans' Court for Queen Anne's County, being Administration No. 3167.

4. That Estelle B. Matthews, one of the Complainant's herein, resides in the City of Baltimore, State of Maryland, and is married to Richard L. Matthews.

5. That Susanne B. Brundick, one of the Complainants herein, is unmarried and resides in the City of Baltimore, State of Maryland.

6. That H. Turner Bramble, also known as Hackett T. Bramble, departed this life, intestate, on or about the 31st day of January, 1959, a resident of the City of Baltimore, State of Maryland, survived by his two children, Estelle Ann Bramble and Robert H. Bramble, as his sole heirs at law.

7. That the said Estelle Ann Bramble, age 17, and Robert H. Bramble, age 15, are infants, and reside at 45 N. Beverwyck Road, Lake Hiawatha, New Jersey, being non-residents of the State of Maryland.

8. That James E. Bramble, Jr., departed this life, intestate, on or about the 2nd day of April, 1962, survived by Lola M. Bramble, his widow, as his sole heir at law, as the estate of said decedent is valued at less than \$4000.00.

9. That Letters of Administration have been granted unto Lola M. Bramble in the Matter of the Estate of James Erdman Bramble, Jr., now pending in the Orphans' Court of Baltimore City, being Case No. 80040, a certified copy of the grant of Letters of Administration unto the said Lola M. Bramble being attached hereto, marked "Complainant's Exhibit No. 2," and prayed be made a part hereof.

10. that the said Estelle B. Matthews, Susanne B. Brundick and Lola M. Bramble (as sole heirs at law of James Erdman Bramble) all are adults, and are now each vested with an undivided one-quarter interest in the aforesaid lands; and the said Estelle Ann Bramble and Robert H. Bramble, infants, are now each vested with an undivided one-eighth interest in the aforesaid lands.

11. That the lot or parcel of land hereinabove described cannot be divided without material loss or injury to the parties owning the same, and your Complain-

ants are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the moneys arising from such sale be had among the parties entitled thereto according to their respective rights and interests, after the payment of the costs of sale and of these proceedings.

12. That said Complainants have entered into a contract for the sale of said lands with Frank W. Draper, III and Katherine M. Draper, his wife, dated the 12th day of November, 1962, at and for a purchase price of \$2500.00 less a 6% real estate broker's commission of \$150.00 to Linwood C. Yates and Company for bringing about said sale, said contract including the interest of said infants within its terms and provisions, and is subject to the ratification thereof by this Honorable Court, an executed copy of said contract of sale being attached hereto, marked "Complainant's Exhibit No. 3," and prayed be made a part hereof.

13. That the ratification of said contract of sale would be to the interest and advantage of said infants and each of them, with the proceeds thereof to which said infants may be entitled to be invested in some productive fund for the benefit of said infants and each of them.

TO THE END THEREFORE:

(a) That the lot or premises, with the improvements thereon, as hereinabove described, may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto according to their respective rights and interestss therein under the direction of this Court.

(b) That the Contract of Sale hereinbefore mentioned be confirmed and ratified by this Honorable Court.

(c) That a trustee be appointed by this Honorable Court to convey said lands unto Frank W. Draper, III and Katherine M. Draper, his wife, vendees, their heirs and assigns, in fee simple, after payment in full of the purchase price, by a good and sufficient deed, free, clear and discharged of and from all right, title, interest or estate of all parties to said Bill of Complaint, or of those claiming by, from or under them, or any of them.

(d) That said Trustee be vested with the power and authority to collect and receive said purchase price and bring the same into this Honorable Court for distribution under its order and direction.

(e) That your Orators may have such other and further relief as their cause may require.

May it please your Honors to grant unto your Orators an Order of Publication directed to Estelle Ann Bramble and Robert H. Bramble, nonresidents of the State of Maryland, giving them notice to appear in this Court, either in person or by Solicitor, on or before a day certain to be named therein, to show cause, if any they have, why a decree should not be passed as prayed.

And as in duty bound, etc.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Solicitor for Complainants
115 Lawyer's Row
Centreville, Maryland
Phone: Centreville 489

Filed Jan. 14, 1963

COMPLAINANT'S EXHIBIT #1
Filed Jan. 14, 1963

LAST WILL AND TESTAMENT OF JAMES E. BRAMBLE.

I, JAMES E. BRAMBLE, of Easton Talbot County, Maryland, being of sound and disposing mind, memory and understanding do hereby annul, rvoke and cancel all other Wills and Codicils heretofore made by me, and I do hereby make, publish and declare this as and for my Last Will and Testament.

Item 1. After the payment of all my just debts and funeral expenses, I give, devise and bequeath unto my lawful descendants living at the time of my death, all of my property, of every kind, nature and description whatsoever, whether real, personal or mixed, and wheresoever situated, equally, share and share alike, per stripes and not per capita.

Item 2. I hereby nominate, constitute and appoint James E. Bramble, Junior, H. Turner Bramble, Susanne Brundick and Estelle B. Mathews, the Executors of this my Last Will and Testament, and do hereby relieve them from the necessity of giving bond for the faithful performance of their duties as Executors.

AS WITNESS my hand and seal this 20th day of March, in the year nineteen hundred and forty six.

J. E. Bramble (SEAL)

Witness:

Charles M Shildt
4208 Edgehill Ave.
Balto. 11, Mf.

Witness:

Wilbur Ditschler
3970 Falls Rd
Balto 11 Md

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 15th day of June A.D., 1955, came H. Turner Bramble, Custodian of the within and foregoing instrument of writing purporting to be the last Will and Testament of JAMES E. BRAMBLE, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased other than a paper writing purporting to be a last Will & Testament dated 9/26/40, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from a suitcase of the Testator on or about 9th day of June A.D. 1955.

Sworn before

E. Clyde Walls
Register of Wills of Queen Anne's
County, Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 15th day of June 1955, came Charles M Shildt of 4028 Edgell Ave., Baltimore, Md. and Wilbur Ditschler of 3970 Falls Road, Baltimore, Maryland, the two subscribing witnesses to the foregoing last Will and Testament of JAMES E. BRAMBLE, LATE of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the same time of his so doing he was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

E. Clyde Walls
Register of Wills of Queen Anne's
County, Md.

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of JAMES E. BRAMBLE, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Register of Wills, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 15th day of June, A. D., 1955, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JAMES E. BRAMBLE, deceased.

E. Clyde Walls
Register of Wills for Queen Anne's
County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of JAMES E. BRAMBLE, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on June 15th, 1955 and recorded in Liber E.E.C. No. 1 Folio 409 in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 14th day of January 1963.

SEAL'S

PLACE

Filed Jan. 14, 1963

E. CLYDE WALLS
Register of Wills for Queen
Anne's County, Maryland

COMPLAINANT'S EXHIBIT NO. 2
Filed Jan. 14, 1963

S E A L MARYLAND, SC.

108. Every executor shall, within thirteen months from the date of his administration, pay said tax on distributive shares and legacies in his hands, and on failure to do so he shall forfeit his commissions. After the expiration of said thirteen months the Orphans' Court shall not entertain any petition or other proceeding for the re-appraisal or revaluation of any property making up such distributive shares or legacies, or the modification of any appraisal thereof theretofore made.

THE STATE OF MARYLAND

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that James Erdman Bramble, Jr. late of Baltimore City, deceased, hath died intestate, Administration of all goods, chattels, credits and personal Estate of the said Deceased is hereby granted and committed unto Lola M. Bramble who is appointed Administratrix of said Deceased.

Witness, DANIEL FRIEDMAN, Esq.,

Chief Judge of the Orphans' Court of Baltimore City, this 1st day of May in the year of our Lord nineteen hundred and Sixty-two

TEST:

LEROY C. SHAUGHESY

Register of Wills for Baltimore City.

Filed Jan. 14, 1963

COMPLAINANT'S EXHIBIT NO. 3
Filed Jan. 14, 1963

THIS CONTRACT OF SALE, made this 12th day of November, 1962, by and between ESTELLE B. MATTHEWS and RICHARD L. MATTHEWS, her husband, SUSANNE B. BRUNDICK, widow, LOLA M. BRAMBLE, widow, and LOLA M. BRAMBLE, Administratrix of the Estate of James Erdman Bramble, Jr., all of the City of Baltimore, State of Maryland, hereinafter referred to as Vendors; and FRANK W. DRAPER, III and KATHARINE M. DRAPER, his wife, of Queen Anne's County, State of Maryland, hereinafter referred to as Vendees.

WHEREAS, the hereinafter described property was devised by James E. Bramble, deceased, unto James Erdman Bramble, Jr., H. Turner Bramble, Susanne Brundick and Estelle B. Matthews, under the provisions of Item 1 of the Last Will and Testament of the said James E. Bramble, dated the 20th day of March, 1946, recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 409; each of said devisees having an undivided one-fourth interest therein; and

WHEREAS, the said H. Turner Bramble departed this life, a resident of Baltimore City, on or about the 31st day of January, 1959, survived by Estelle Ann Bramble and Robert Bramble, his infant children, as his only heirs at law; and

WHEREAS, the said James Erdman Bramble, Jr., departed this life a resident of Baltimore City, Maryland, on or about the 2nd day of April, 1962, survived by his wife, Lola M. Bramble, as his sole heir at law; and

WHEREAS, Letters of Administration have been granted unto Lola M. Bramble in the Estate of James Erdman Bramble, Jr., now pending in the Orphans' Court of Baltimore City, being Case No. 80040; and

WHEREAS, the said Estelle B. Matthews and Richard L. Matthews, her husband, Susanne B. Brundick and Lola M. Bramble, individually and as Administratrix of the Estate of James Erdman Bramble, Jr., desire to sell and dispose of their undivided right, title, interest and estate in and to all that lot or parcel of ground situate, lying and being in the Town of Centreville, Queen Anne's County, Maryland, being a part of what is known as the Perkins lot, fronting on Water Street, and more particularly described as follows:

BEGINNING for the same on Water Street at the northeast corner, which said corner is 60 feet from the building line on Commerce Street of the store formerly of Eugene A. Cann, and running thence South 40° 30' West 59 feet 6 inches to the lot formerly owned by The Centreville National Bank of Maryland, now of T. Edmund Dewing, thence North 58° 15' West 21 feet to the property formerly of H. W. Chambers, now of Record Office Supply Company, Inc., thence North 38° 30' East 59 feet 8 inches to Water Street, thence with Water Street South 52° 31' East 19 feet and 6 inches to the place of beginning, and containing 1.206½ square feet of land, more or less.

BEING Parcel No. 1 mentioned and described in the Inventory of Real Estate of James E. Bramble, deceased, said Inventory being recorded in Liber E.E.C. No. 1 folio 127, a record book of Inventories in the Orphans' Court for Queen Anne's County.

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.

NOW THEREFORE, THIS CONTRACT OF SALE WITNESSETH: that the said Vendors do hereby agree to sell unto the Vendees, and the Vendees do agree to purchase from the Vendors, all their undivided right, title, interest and estate in and to the above described real estate, upon the following terms and conditions, to wit:

1. It is understood and agreed that this Contract of Sale is made upon the condition that the Vendors shall forthwith file and diligently prosecute in the Circuit Court for Queen Anne's County, In Equity, an appropriate proceeding, in partition or otherwise, for the purpose of having a trustee appointed to sell and convey unto the Vendees the hereinabove described property, including all the undivided right, title, interest and estate of Estelle Ann Bramble and Robert Bramble, infant children, of H. Turner Bramble, at and for one-eighth of the price of \$2500.00 hereinafter mentioned, and of securing the approval, ratification and confirmation by said Court of this sale. Said Vendors do agree to submit to any and all decrees or orders that may hereafter be made by said Court in the premises.

2. The title and interest of said Vendor's and said infants in the premises is to be conveyed unto the Vendees by a good and sufficient deed in form usual

and customary conveying fee simple title to said tract of land, free from all liens, mortgages and encumbrances (except publicly recorded rights of way); and for such deed and conveyance, the Vendees agree to pay the sum of Two Thousand Five Hundred Dollars (\$2500.00), of which the sum of Two Hundred and Fifty Dollars (\$250.00) has been paid upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of Two Thousand Two Hundred and Fifty Dollars (\$2250.00) is to be paid in cash or certified check at the time of final settlement as hereinafter provided. The aforesaid payment or deposit shall be held in escrow in The Centreville National Bank of Maryland, for the benefit of the Vendors and Vendees by Howard Wood, Attorney, and Vachel A. Downes, Jr., Attorney. In the event of default by the Vendors herein, said deposit shall be returned by the escrow agents unto the Vendees, this contract shall be deemed null and void and all liability of the parties hereto shall cease and terminate. In the event of default hereunder by the Vendees, said money shall be turned over to the Vendors by said escrow agents as damages, but nothing herein contained, in this instance, shall prevent or deny unto the Vendors the right to file suit in specific performance against the Vendees for compliance with this Contract of Sale. Upon settlement hereunder, as provided, said escrow agents shall make available such deposit unto the Vendors or apply the same as directed by order of said Court.

3. It is hereby agreed that the costs of preparing this Agreement shall be paid by the Vendors; and costs of title search and deed, including U. S. and State of Maryland revenue stamps, recording, and all other title costs shall be paid by Vendees, but no costs of the equity proceedings shall be paid by the Vendees.

4. Title to the said real estate is to be examined by Vendee's attorney, and at the Vendee's expense, but if such title is found to be defective in the opinion of Howard Wood, Attorney for the Vendees, and Vendees do not waive the same, this Agreement shall be null and void and neither party shall be liable for damages hereunder, and all earnest money shall be forthwith refunded unto the Vendees.

5. State and County real estate taxes and municipal taxes, water and sewer rents, shall be prorated between the parties hereto as of the date of settlement and passage of the aforesaid deed.

6. The present fire insurance policies on the aforesaid property shall be continued as they now are, until day of settlement, with the proper endorsements made thereon, protecting the Vendors and the Vendees as their interest may appear; and with the privilege extended to the Vendees to place whatever additional insurance they may desire on the property at their own expense, but all premiums on all fire insurance policies on the said property and now in existence, shall be apportioned as of the date of settlement, unless the Vendees shall elect to cancel the said policies.

7. It is hereby understood and agreed that this sale was consummated by Linwood C. Yates and Company, licensed real estate brokers, and that any real estate commission due will be paid by Vendors.

8. Settlement is to be held hereunder within 30 days of final ratification of said sale by the Circuit Court for Queen Anne's County in Equity, in the office of Vachel A. Downes, Jr., 115 Lawyer's Row, Centreville, Maryland, or at such other time and place as may be mutually agreed upon, at which time the Vendees shall receive full possession of the premises.

This Contract of Sale is to bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

WITNESS:

GERTRUDE V. PORTER

ESTELLE B. MATTHEWS (SEAL)
Estelle B. Matthews

PAUL A. FEGLER

RICHARD L. MATTHEWS (SEAL)
Richard L. Matthews

GERTRUDE V. PORTER

SUSANNE B. BRUNDICK (SEAL)
Susanne B. Brundick

BERTHA JUSTICE

LOLA M. BRAMBLE (SEAL)
Lola M. Bramble

BERTHA JUSTICE

LOLA M. BRAMBLE (SEAL)
Lola M. Bramble,
Administratrix of the Estate of
James E. Bramble, deceased

(as to both Vendees)

Vendors

SALLY SMITH

FRANK W. DRAPER III (SEAL)
Frank W. Draper, III

KATHARINE M. DRAPER (SEAL)
Katherine M. Draper

Vendees

Filed Jan. 14, 1963

ORDER OF PUBLICATION
Filed Jan. 14, 1963

ESTELLE B. MATTHEWS, et al.
Complainants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

VS

IN EQUITY

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE
Respondants

NO. 4511

* * * * *

ORDER OF PUBLICATION

The object of these proceedings is to procure a decree for the sale of a certain lot or parcel of land situate, lying and being in Queen Anne's County, State of Maryland, of which Turner E. Bramble died seized and possessed, and to divide the proceeds thereof among those entitled thereto.

The Bill of Complaint recites that under the Last Will and Testament of James E. Bramble, dated the 3rd day of March, 1946, recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 409, Estelle B. Matthews, Susanne B. Brundick, Hackett Turner Bramble and James E. Bramble, Jr., each as to an undivided one-quarter interest, became the owners of a certain lot or parcel of land described as follows, to wit:

ALL that lot or parcel of ground situate, lying and being in the Town of Centreville, Queen Anne's County, Maryland, being a part of what is known as the Perkins Lot, fronting on Water Street, and more particularly described as follows:

BEGINNING for the same on Water Street at the northeast corner, which said corner is 60 feet from the building line on Commerce Street of the store formerly of Eugene A. Cann, and running thence South 40° 30' West 59 feet 6 inches to the lot formerly owned by The Centreville National Bank of Maryland, now of T. Edmund Dewing, thence North 58° 15' West 21 feet to the property formerly of H. W. Chambers, now of Record Office Supply Company, Inc., thence North 38° 30' East 49 feet 8 inches to Water Street, thence with Water Street South 52° 31' East 19 feet and 6 inches to the place of beginning, and containing 1.206½ square feet of land, more or less.

That Hackett Turner Bramble died, intestate, on or about the 31st day of January, 1959, survived by his infant children, Estelle Ann Bramble and Robert H. Bramble, as his sole heirs at law.

That James E. Bramble, Jr., died, intestate, on or about the 2nd day of April, 1962, survived by Lola M. Bramble, his widow, as his sole heir at law; and that Letters of Administration in the Estate of James E. Bramble, Jr., now pending in the Orphans' Court for Baltimore City, have been granted unto the said Lola M. Bramble.

That Estelle B. Matthews, an adult, resides in Baltimore City, State of Maryland, and is married to Richard L. Matthews; that Susanne B. Brundick, an adult, is unmarried and resides in Baltimore City, State of Maryland; that Lola M. Bramble, a widow, is an adult and resides in Baltimore City, State of Maryland; that Estelle Ann Bramble and Robert H. Bramble are infants, and non-residents of the State of Maryland.

That Estelle B. Matthews, Susanne B. Brundick and Lola M. Bramble are each vested with an undivided one-quarter interest in said lands, and that Estelle Ann Bramble and Robert H. Bramble are each vested with an undivided one-eighth interest in said lands, and that the said lands cannot be divided without material loss or injury to the parties owning the same.

That Estelle B. Matthews, Richard L. Matthews, Susanne B. Brundick and Lola M. Bramble, individually and as Administrator of the Estate of James E. Bramble, Jr., have entered into a contract for the sale of said lands, including the interest of the infants therein, with Frank W. Draper, III and Katharine M. Draper, his wife, at and for the price of \$2500.00, subject to the payment of a real estate broker's commission unto Linwood C. Yates and Company of \$150.00, subject to the ratification of said sale by the Circuit Court for Queen Anne's County, and that said sale is to the interest and advantage of said infants.

The Bill of Complaint prays that the aforesaid lands be sold under a decree of the Circuit Court for Queen Anne's County, In Equity, and the proceeds distributed to the parties entitled thereto under the direction of said Court; that the aforementioned Contract of Sale be confirmed and ratified; that a Trustee be appointed to convey said lands to the purchasers upon payment of the purchase price; and that the Trustee be empowered to collect the purchase money and distribute the same under the direction of said Court.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 14th day of January, 1963, that the Complainants, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 14th day of February, 1963, shall give notice unto the Respondants, Estelle Ann Bramble and Robert H. Bramble, non-residents of the State of Maryland, of the substance and object of the Bill of Complaint, and direct them to appear in the Circuit Court for Queen Anne's County, In Equity, in person or by solicitor, on or before the 18th day of March, 1963, to show cause, if any they have, why a decree ought not be passed as prayed.

CHARLES W. CECIL
Charles W. Cecil
Clerk of the Circuit Court
for Queen Anne's County,
In Equity

Filed Jan. 14, 1963

CERTIFICATE OF PERSONAL SERVICE
Filed Feb. 5, 1963

ESTELLE B. MATTHEWS, et.al.
Complainants

VS

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE
Respondants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4511

* * * * *

AFFADAVIT OF PERSONAL
SERVICE OF ORDER OF
PUBLICATION

STATE OF NEW JERSEY

to wit:

COUNTY OF MORRIS

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public of the State and County aforesaid, on this 29th day of January, 1963, I served a certified copy of the Order of Publication issued in a cause entitled "Estelle B. Matthews, et. al., vs Estelle Ann Bramble, et. al.," being Chancery Cause No. 4511, pending in the Circuit Court for Queen Anne's County, In Equity, on ESTELLE ANN BRAMBLE, infant, by reading the same to her and leaving a copy of the Order of Publication and the Bill of Complaint with her, and by further leaving a certified copy of the Order of Publication with Theodor Advokat, legal guardian of said infant, this 29th day of January, 1963.

AS WITNESS my hand and official seal.

HARRIET M. ANDRUS
NOTARY PUBLIC

NOTARY
PUBLIC
SEAL

My commission expires: _____

(Place Notary seal here)

HARRIET M. ANDRUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1964

Filed Feb. 5, 1963

CERTIFICATE OF PERSONAL SERVICE
Filed Feb. 5, 1963

ESTELLE B. MATTHEWS, et. al.
Complainants

VS

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE
Responants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4511

* * * * *

AFFADAVIT OF PERSONAL
SERVICE OF ORDER OF
PUBLICATION

STATE OF NEW JERSEY

to wit:

COUNTY OF MORRIS

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public of the State and County aforesaid, on this 29th day of January, 1963, I served a Certified copy of the Order of P blication issued in a cause entitled "Estelle B. Matthews, et. al., vs Estelle Ann Bramble, et. al.," being Chancery Cause No. 4511, pending in the Circuit Court for Queen Anne's County, In Equity, on ROBERT H. BRAMBLE, infant, by reading the same to him and leaving a copy of the Order of Publication and Bill of Complaint with him, and by further leaving a certified copy of the Order of Publication with Theodor Advokat, legal guardian of said infant this 29th day of January, 1963.

AS WITNESS my hand and official seal.

HARRIET M. ANDRUS
NOTARY PUBLIC

NOTARY
PUBLIC
SEAL

My commission expires: _____

(Place Notary seal here)

HARRIET M. ANDRUS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 4,
1964

Filed Feb. 5, 1963

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM

Filed Feb. 8, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

* * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Estelle B. Matthews, Richard L. Matthews, Susanne B. Brundick and Lola M. Bramble, complainants in the above entitled cause, by Vachel A. Downes, Jr., their Solicitor, to your Honors respectively represents:

1. That as will appear by reference to the Bill of Complaint filed in this cause, the Defendants herein, Estelle Ann Bramble and Robert H. Bramble are infants under the age of 21 years.
2. That the Order of Publication heretofore issued in this cause against said infant defendants has been duly served as will appear by reference to the Affidavits of Personal Service of the Order of Publication heretofore filed in this cause on the 5th day of February, 1963.
3. That your Petitioners are advised that the cause of infancy of said Estelle Ann Bramble and Robert H. Bramble, it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infants.

Your Petitioners, therefore, pray this Honorable Court to pass an Order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for the said Estelle Ann Bramble and Robert H. Bramble, infants, with instructions to said Guardian Ad Litem to answer and defend said suit for said infants, and each of them.

Respectfully submitted,

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Solicitor for Complainants.

Filed Feb. 8, 1963

ORDER OF COURT
Filed Feb. 9, 1963

ORDER OF COURT

Upon the foregoing Petition, it is thereupon Ordered, this 9th day of February, 1963, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that Brenda Turner of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem of Estelle Ann Bramble and Robert H. Bramble, infant respondents in said cause, and said Guardian Ad Litem is instructed to answer and defend the suit instituted against said infants by the Bill of Complaint filed therein.

THOS J. KEATING JR
Judge

Filed Feb 9, 1963

ANSWER

Filed March 13, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 4511

* * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Estelle Ann Bramble and Robert H. Bramble, infants, by Brenda M. Turner, Guardian Ad Litem, to the Bill of Complaint filed against them in said cause, says:

1. That these Defendants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and submit their rights to the protection of this Honorable Court.

Respectfully submitted,

BRENDA M. TURNER
Brenda M. Turner
Guardian Ad Litem

STATE OF MARYLAND to wit:
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 12th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Brenda M. Turner, the above named Guardian Ad Litem for Estelle Ann Bramble and Robert H. Bramble, infants, and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of her knowledge, information and belief.

NOTARY
PUBLIC
SEAL

BEVERLY C. LARRIMORE
NOTARY PUBLIC

I HEREBY ACKNOWLEDGE receipt of a copy of the foregoing Answer of Brenda M. Turner, Guardian Ad Litem of Estelle Ann Bramble and Robert H. Bramble., this 11 day of March, 1963.

VACHEL A. DOWNES JR
Vachel A. Downes, Jr.
Attorney for Complainants

Filed March 13, 1963

REPORT OF EXAMINER AND DEPOSITIONS
Filed June 5, 1963

ESTELLE B. MATTHEWS, et. al.

VS.

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN CHANCERY

NO. 4511

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners for this Honorable Court, having been notified by Vachel A. Downes, Jr., of his desire to take testimony in this cause, did meet at the office of the said Vachel A. Downes, Jr., on the 7th day of May, 1963, at 4 o'clock, p.m., for the purpose of taking testimony in this cause; that the said Brenda M. Turner, Guardian Ad Litem, for said infant defendants, was present at the taking of said testimony, and I did then and there proceed after administering oath to the witnesses and the stenographer, to take the following testimony.

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed June 5, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN CHANCERY

NO. 4511

Waiver

The undersigned, Brenda M. Turner, Guardian Ad Litem for Estelle Ann Bramble and Robert H. Bramble, in the above entitled cause, does hereby waive her right to any and all formal written notice of the taking of testimony or deposition by the plaintiff and other witnesses as may be prescribed under the General Rules of Practice and Procedure.

BRENDA M. TURNER
Brenda M. Turner
Guardian Ad Litem for
Estelle Ann Bramble and
Robert H. Bramble, infants.

The first witness being sworn did depose and say:

Questions by Mr. Downes:

Q. Please state your name, age, residence and occupation.

A. My name is Charles W. Anthony, Jr. I am 34 years old. My residence is Centreville, Maryland. I am a real estate broker.

Q. Will you state briefly your qualifications to appraise real estate in Queen Anne's County?

A. I've been in the real estate business for over 7 years and am a licensed real estate broker. I am familiar with property values in the town of Centreville in Queen Anne's County.

Q. Mr. Anthony, are you familiar with the Bramble property on Water Street in the town of Centreville, bounded on the west by the Fernicola liquor store property, on the east by the Thompson drug store property, on the north by Water Street and on the south by the Centreville movie theatre property of T. Edmund Dewing?

A. Yes, I am familiar with this property.

Q. How long have you been familiar with this property?

A. I have known this property for over 20 years.

Q. Have you made recently an inspection of this property with a view of appraising the same?

A. I made a through inspection of this property last week.

Q. In your opinion, what do you consider to be the fair market value of the Bramble property on Water Street, Centreville, Maryland?

A. I consider \$2,000.00 to be the fair market value of the Bramble property on Water Street in Centreville.

Q. Would you briefly describe the condition of the property?

A. This building is a two story brick building consisting of a store property on the first floor, which is vacant, and an apartment on the second floor which is also vacant. This property is in very poor repair, requiring the expenditure of a considerable sum of money in order to be rentable. There is very little market for rental property of this type in Centreville and the property is generally in a run-down condition.

Q. Frank W. Draper, III and Katharine M. Draper have executed a contract of sale with the Bramble heirs to purchase this property for \$2,500.00. Please state whether or not you regard the sum of \$2,500.00 as a fair and reasonable price for this property.

A. I consider the sum of \$2,500.00 a very good price for this Bramble property.

Q. Do you believe it would be advantageous for the persons now owning this property to sell it for \$2,500.00 and if so will you state your reason?

A. I believe it would be advantageous to all persons owning the Bramble property to sell said property for the sum of \$2,500.00. It would require a considerable expenditure of money in order to put this property in good rentable condition and even if it were in good rentable condition, the rents that are obtained from similar properties in Centreville are comparatively low compared to the cost of making them rentable. There are several buildings in Centreville that are for rent on the same street that have been for rent for years, and for sale for years. There is very little demand for business properties of this type on Water Street and for those reasons I feel that a sale price of \$2,500.00 would be extremely advantageous.

Q. Mr. Anthony, will you state what you consider the fair price for this property if it were sold at a public sale?

A. I would consider \$2,000.00 to be the fair price of this property if sold at public Sale.

Questions by Mr. Downes:

Q. Please state your name, age, residence and occupation.

A. My name is F. Asbury Bartlett, age 65, Centreville, Maryland. I am a merchant.

Q. Mr. Bartlett, are you familiar with the current market values of real estate in the town of Centreville, Maryland?

A. I think I am.

Q. Do you own property in the town of Centreville?

A. I do.

Q. Have you bought and sold property within the past few years in the town of Centreville?

A. I bought my home here.

Q. Have you appraised other properties in the town of Centreville within the past several years?

A. I have appraised properties in the town of Centreville, and the county both.

Q. Are you familiar with the Bramble property located on Water Street in the town of Centreville, bounded on the west by the Fernicola liquor store property, on the east by the Thompson drug store property, on the north by Water Street, and on the south by the movie theatre property of T. Edmund Dewing?

A. I am.

Q. How long have you been familiar with this property?

A. At least 40 years.

Q. Have you recently inspected the property with the view of appraising the same?

A. I have.

Q. Was your inspection a thorough one?

A. It was.

Q. In your opinion, what is the fair market value of the Bramble property located on Water Street in the town of Centreville?

A. \$2,000.00.

Q. Will you tell me something of the nature of this property and its present condition?

A. It's a brick building. It has a store room downstairs and an apartment upstairs, and the building itself is in bad shape.

Q. Would it require the expenditure of considerable money to repair this building?

A. In my opinion, it would.

Q. If this property were sold at public sale, what, in your opinion, would be the price it would bring at public sale?

A. The condition it is in, I don't believe it would bring a penny over \$2,000.00.

Q. In your opinion, do you feel it would be advantageous for the persons now owning this property to sell it for \$2,500.00?

A. I do.

Q. Why do you believe this?

A. The shape the building is in and if any man buys it he's got to repair it and put it in shape. He is going to have right smart money in it and I can't see the way things are renting here in town that he could ever get his money out of it, even interest on it.

Q. Frank W. Draper, III and his wife have entered into a contract of sale with the Bramble heirs to purchase the property for \$2,500.00. In your opinion, do you regard this as a fair and reasonable price for this property?

A. If it was my property they'd get it. I think that the \$2500.00 is very fair and reasonable price for the property.

The next witness being sworn does depose and say:

Questions by the Examiner:

Q. State your name, age, residence and occupation,

A. Estelle B. Matthews, 58, 7103 Oxford Road, Baltimore 12, Maryland, housewife.

Q. Is there any prior litigation now pending between the parties to this cause?

A. No.

Questions by Mr. Downes:

Q. Mrs. Matthews are you one of the complainants in the case of "Estelle B. Matthews, L. Richard Matthews, Susanne B. Brundick and Lola M. Bramble vs Estelle Ann Bramble and Robert H. Bramble"?

A. Yes.

Q. Are you a child of James E. Bramble, Sr.?

A. Yes.

Q. When did your father, James E. Bramble, Sr., die?

A. June, 1955.

Q. Where was he living at the time of his death?

A. He was residing at my home in Baltimore.

Q. At the time of your father's death, did he own any property in Centreville, Queen Anne's County, Maryland?

A. Yes.

Q. Will you describe the property owned by your father in Centreville at the time of his death?

A. The home on Kidwell property and the store on Water Street.

Q. This proceeding involved only the store on Water Street, is that right?

A. Yes.

Q. Will you described that Water Street property briedly?

A. It is a brick building connected to Clayton Carter's corner property and on the first floot it has a store with a packing room in the rear and an apartment over it with a side entrance from the alley.

Q. Do you know the dimentions of the property?

A. No.

Q. Reading from the contract of sale, which contract of sale is filed as an exhibit in this cause, the property is described as follows: All that lot or parcel of land situate lying and being in the town of Centreville, Queen Anne's County, Maryland, being a part of what is known as the Perkins lot fronting on Water Street andmore particularly described as follows: Begining for the same on Water Street at the northeast corner which said corner is 60 feet from the fuilding line on Commerce Street of the store formerly of Eugene A. Cann, and running thence South 40° 30' West 59 feet 6 inches to a lot formerly owned by the Centreville National Bank of Maryland now of T. Edmund Dewing, thence North 58° 16' West 21 feet to the property formerly of H. W. Chambers, now of Record Office Supply Company, Inc., thence North 38° 30' East 59 feet 8 inches to Water Street, thence with Water Street South 52° 31' East 19 feet 6 inches to the place of beginning, and containing 1.206½ square feet of land, more or less. Mrs. Matthews, to the best of your knowledge, does this describe the property adequately what is known as the Bramble property located on Water Street in the town of Centreville?

A. Yes.

Q. In this description, the property to the west of the Bramble property is said to be owned by the Record Office Supply Company, Inc. Do you know who now owns the property adjacent to the Bramble property on the west?

A. John Fernicola.

Q. Do you know who owns the property in this description mentioned as "formerly of Eugene A. Cann"?

A. Clayton Carter, trustee.

Q. Do you know whether or not your father ever granted a right of way to T. Edmund Dewing for the use of any part of the Bramble property?

A. Yes.

Q. Do you know what that right of way agreement contains and what right Mr. Dewing has in the property?

A. A right of way in case of fire, I think.

Q. The right to use the alley?

A. Yes, the right to use the alley.

Q. When your father died, did he leave a will?

A. Yes.

Q. I now hand you an exhibit that has been filed in the Circuit Court for Queen Anne's County in this cause purporting to be the Last Will and Testament of James E. Bramble, Sr., dated March 20, 1946, recorded among the Will Records of Queen Anne's County in Liber E.E.C. No. 1 folio 409. Is this your father's will?

A. Yes.

Q. Under the terms of your father's will, to whom did he devise the Bramble property on Water Street?

A. To be divided between four children.

Q. Who were the surviving children of James E. Bramble, Sr., at the time of his death on June 6, 1955?

A. James E. Bramble, Jr., Estelle Matthews, Hackett Turner Bramble and Susanne Brundick.

Q. And they were the only four children of James E. Bramble, Sr.?

A. Yes.

Q. Did James E. Bramble have any other children who predeceased him?

A. No.

Q. Mrs. Matthews, where do you reside?

A. 7103 Oxford Road, Baltimore 12, Maryland.

Q. Are you married?

A. Yes.

Q. What is the name of your husband?

A. L. Richard Matthews.

- Q. Where does Susanne B. Brundick reside?
- A. 204 Willow Avenue, Towson, Maryland.
- Q. Is that in Baltimore County?
- A. Yes.
- Q. Is Susanne B. Brundick married?
- A. She's a widow.
- Q. Is H. Turner Bramble still living?
- A. No.
- Q. Do you know when he died?
- A. January, 1959.
- Q. Where was he residing at the time of his death?
- A. Baltimore City.
- Q. Did he leave a will when he died?
- A. No.
- Q. Was he married at the time of his death?
- A. He was divorced.
- Q. Did he have any children surviving him?
- A. Yes.
- Q. Were there any other heirs other than his children?
- A. No.
- Q. Will you tell me the names of his children?
- A. Estelle Bramble and Robert Bramble.
- Q. How old is Estelle Ann Bramble and Robert H. Bramble?
- A. She is 18 and Robert is 16.
- Q. Where do Estelle Ann Bramble and Robert H. Bramble now live?
- A. Lake Hiawatha, New Jersey.
- Q. How long have Estelle Ann Bramble and Robert H. Bramble resided in Lake Hiawatha, New Jersey?
- A. Since the death of their father.
- Q. Do you know whether or not a legal guardian has been appointed for them in the State of New Jersey?
- A. Yes.
- Q. Who is that legal guardian?
- A. Theodor Advokat.
- Q. He is legal guardian for both of the children?
- A. Yes.
- Q. Is he related to the children?
- A. Their uncle by marriage.
- Q. Do you know which court in which state appointed Theodor Advokat guardian of these two infants?
- A. In New Jersey.
- Q. You don't know the county or the name of the court?
- A. No, I don't.
- Q. How do you know that Mr. Advokat has been appointed guardian of these two children?
- A. My brother was entitled to a civil service pension and social security benefits which are sent monthly to Mr. Advokat for the use of the children.
- Q. Are Estelle Ann Bramble and Robert H. Bramble non-residents of the State of Maryland?
- A. Yes.
- Q. Mrs. Matthews, one of your brother was James E. Bramble, Jr. Is he still living?

A. No.

Q. When did he die?

A. April, 1962

Q. Where was he living at the time of his death?

A. In Baltimore, Maryland.

Q. Did your brother, James E. Bramble, Jr., leave a will when he died?

A. No.

Q. Do you know where his estate is being administered?

A. In Baltimore, Maryland.

Q. Do you know who has been granted Letters of Administration in your brother's estate?

A.. Lola Bramble, his wife.

Q. Do you know the value of the Estate of James E. Bramble, Jr.?

A. No.

Q. Do you know who the heirs of James E. Bramble, Jr., were or are?

A. His wife, Lola Bramble.

Q. Has Lola Bramble remarried?

A. No.

Q. Do you know whether the estate of James E. Bramble, Jr., has been completely administered in Baltimore City?

A. No, it hasn't been completed because we are waiting for this money to be paid in.

Q. Are you speaking of money from the sale of the Bramble property in Centreville?

A. Yes.

Q. Are Susanne B. Brundick and Lola M. Bramble adults?

A. Yes.

Q. Who are the owners at the present time of the Bramble property on Water Street in Centreville?

A. Estelle Matthews, Susanne Brundick and Lola Bramble each own an undivided one-quarter interest. Estelle Bramble and Robert Bramble each own one-eighth of the remaining one-quarter.

Q. You and your sister, Susanne B. Brundick each acquired your undivided one-fourth interest as heirs of your father, James E. Bramble, by the terms of his will. Is that correct?

A. Yes.

Q. How did Lola M. Bramble acquire her undivided one-fourth interest in the property?

A. Through her husband, James E. Bramble, Jr.

Q. And James E. Bramble, Jr., was one of the heirs and devisees under the will of his father, James E. Bramble, Sr. Is that correct?

A. Yes.

Q. Estelle Ann Bramble and Robert H. Bramble acquired their undivided interest in the property in what manner?

A. Through their father who was living at the time.

Q. And their father was H. Turner Bramble who was one of the children and devisees of his father, James E. Bramble, Sr. Is that correct?

A. That's right.

Q. Can this property be divided in kind among the persons entitled thereto?

A. No it can't because it is a very small property and it would be impossible to divide it.

Q. Has a contract been entered into for the sale of this Water Street property, and if so will you please tell the court who the parties to the contract are, who the purchasers are, and the selling price for the same?

A. Yes. This contract was entered into by Estelle B. Matthews, L. Richard Matthews, my husband, Susanne B. Brundick, widow, Lola M. Bramble, widow, and Lola M. Bramble, administratrix of the estate of James Erdman Bramble, Jr.

Q. When was the date of this contract?

A. November 12, 1962.

Q. Who are the purchasers under this contract?

A. Frank W. Draper, III and Katharine M. Draper, his wife.

Q. What purchase price does this contract provide for?

A. \$2500.00.

Q. In your opinion, is this purchase price of \$2500.00 a fair and adequate price for the property?

A. Yes.

Q. Do you consider \$2500.00 to reflect the fair market value of the property?

A. Yes.

Q. Do you consider it to the interest and advantage of all parties having interest in the same to sell and dispose of this property for \$2500.00?

A. Yes.

Q. Why?

A. Because we've had it on the market quite some time and it is fast deteriorating and would cost quite a bit of money to put it back in shape and this is the best price that we've been offered.

Q. The appraisers have indicated that there is an apartment on the second floor of this building. Have you found it possible to rent this second floor apartment and acquire some income from it?

A. We've been unable to rent it.

Q. Have you been able to rent the store on the first floor of this building the past several years?

A. No we haven't. The only use that we've been able to make of it is to let some organization use it for a rummage sale.

Q. Have you had any income from these sources?

A. No.

Q. Can you state the name of the real estate broker who sold the property to Frank and Katharine Draper?

A. Linwood Yates.

Q. Do you know what the contract provides as to his real estate broker's commission?

A. Six percent.

Q. And how much would that be?

A. \$150.00.

Q. Would it be to the interest and advantage of Estelle Ann Bramble and Robert H. Bramble, infants, to have the property disposed of and the proceeds divided among the parties entitled to the same?

A. Yes.

Q. Why?

A. For the same reason I said before, that the children could use cash from the sale for their education now.

Q. And cash to them would be more advantageous than a non-income producing property. Is that correct?

A. That's right.

Q. Is it your wish and desire that the property be sold and the proceeds divided among the persons entitled to the same?

A. Yes.

Q. Mrs. Matthews, who has managed this property and been in charge of paying the rent and receiving the income, etc., since the death of your father, James E. Bramble, Sr., in 1955?

A. My brother, James E. Bramble, Jr., until his death in April, 1962. After which I paid the taxes and other costs.

Q. Do you mean by this that your brother, James E. Bramble paid the costs and expenses of this property during his lifetime and that after his death you have been paying the costs and expenses of the property?

A. That's right.

Q. Have you received reimbursement for such costs and expenses from any source whatso-

ever?

A. No I haven't.

Q. Do you know whether or not your brother, James W. Bramble, Jr., received reimbursement for the money that he paid out of his pocket for the costs and expenses and taxes, etc., for the property?

A. No, except for the rent that he had received.

Q. Between the death of your father, James E. Bramble, Sr., on June 6, 1955, until September 26, 1958, do you know whether or not your brother, James E. Bramble, Jr., found it necessary to take his own personal moneys out of his own pocket to pay for the costs and expenses of this building?

A. No, the rents were sufficient to cover the expenses.

Q. From September 26, 1958 to the date of the death of your brother, James E. Bramble, Jr., on April 2, 1962, do you know whether or not your brother found it necessary to take his own personal moneys from out of his own pocket to pay for the costs and expenses of this property?

A. Yes, he did.

Q. Do you know how much your brother expended from his own personal funds for this property?

A. He spent \$1,135.05.

Q. Did he get any rents back?

A. Yes, \$250.00.

Q. How much did this mean he had taken out of his own pocket?

A. \$885.05.

Q. Do you know whether or not your brother spent any money after 1961 on this property?

A. Yes, \$25.00.

Q. What was that for?

A. For the preparation of sale agreement to Frank W. Draper.

Q. How much of his own personal funds did your brother spend altogether for this property before his death?

A. \$910.05.

Q. This is the total out-of-pocket expense?

A. Yes.

Q. The contract of sale to Frank Draper that is referred to as your brother's expense, was that contract effectuated?

A. No. We did not make the sale at that time. And this is not the present contract that we have with Mr. Draper.

Q. Do you mean that the first sale was never finalized and that since that time you have renegotiated another sale with Mr. Draper?

A. Yes.

Q. And this final sale with Mr. Draper is the subject matter of this suit, is that correct?

A. That's right.

Q. Do you know whether or not Lola M. Bramble as administratrix of her husband, James E. Bramble, Jr., intends to file a claim in this matter asking for reimbursement of the sum of \$910.05?

A. Yes.

Q. I hand you a notarized statement of Lola M. Bramble. Do you know whether or not this is suppose to represent the moneys spent by her husband during his lifetime on the Water Street property?

A. Yes it is.

Q. Let it appear that a statement entitled "Bramble, Water Street Property, Centreville, Maryland" is offered as an exhibit, to be marked Examiner's Exhibit No. 1

Q. Mrs. Matthews, since the date of the death of your brother of April 2, 1962, have you spent your own personal moneys for this Water Street property?

A. Yes.

Q. What has been the extent of your expenditures?

A. \$166.51.

Q. Can you itemize that for me?

A. Yes I can.

Q. Will you please itemize it?

A. Town water and sewer charges, \$40.17; town taxes, \$21.81; and Queen Anne's County taxes \$65.53; Fire insurance \$24.00 and cleaning the store \$15.00.

Q. Do you anticipate being reimbursed for these expenses out of the proceeds of this sale?

A. Yes, I do.

Let it appear that a notice of 1962 town taxes in the amount of \$21.81 is offered as an exhibit, to be marked as Examiner's Exhibit No. 2.

Let it appear that a notice of 1962 water and sewer rent in the amount of \$40.17 is offered as an exhibit to be marked Examiner's Exhibit No. 3.

Let it appear that a statement and receipt from William M. Freestate Agency for insurance on the property, dated September 29, 1962, is offered as an exhibit to be marked Examiner's Exhibit No. 4.

Let it appear that a notice to delinquent tax payers for 1962 State and County taxes in the amount of \$65.53 is offered as Examiner's Exhibit No. 5.

Let it appear that a receipt in the amount of \$15.00 dated May 15, 1962, showing payment of this sum by Estelle B. Matthews is offered as Examiner's Exhibit No. 6.

Q. Mrs. Matthews, your total expenses for this Bramble property on Water Street total \$166.51. Have you received any moneys of any kind from any source to reimburse you for any part of this?

A. No.

The next witness being sworn does depose and say:

Questions by Mr. Downes:

Q. State your name, age, residence and occupation.

A. J. Wesley Everett, 63, 3748 Beach Avenue, Baltimore, Maryland, a attorney.

Q. Mr. Everett, did you know James E. Bramble, Sr.?

A. Yes.

Q. Did you know Estelle B. Matthews, Susanne B. Brundick, H. Turner Bramble, James Erdman Bramble, Jr., Estelle Ann Bramble and Robert H. Bramble?

A. Yes, I know all of them.

Q. Do you know when James E. Bramble, Sr., died?

A. In 1955.

Q. Where did he reside at the time of his death?

A. Baltimore.

Q. Do you know whether or not he died testate or intestate?

A. Testate.

Q. Are you familiar with the Bramble property on Water Street in Queen Anne's County, Maryland, bounded by the John Fernicola liquor store property, Thompson's drug store property, Water Street and the movie theater property of T. Edmund Dewing?

A. I am.

Q. How long have you been familiar with this property?

A. 40 years.

Q. Do you know whether or not James E. Bramble, Sr., during his lifetime, granted an easement over his property to T. Edmund Dewing?

A. Yes.

Q. Do you know what the purpose of that easement was and what part of the property is effected by the easement?

A. The use of an alleyway running alongside the building.

Q. Are you familiar with the Last Will and Testament of James E. Bramble, Sr.?

A. Yes I've seen the will.

Q. Under the terms of that will, to whom did James E. Bramble, Sr., devise the Water Street property?

A. To his four children.

Q. Do you know the names of the children of James E. Bramble, Sr., who were devised the

property by his will?

A. James E. Bramble, Jr., Estelle Matthews, Susanne Brundick and Turner Bramble.

Q. Is Turner Bramble also known as Hackett Turner Bramble?

A. That's right.

Q. Was the estate of James E. Bramble, Sr., administered in the Orphans' Court for Queen Anne's County?

A. Yes.

Q. Where does Estelle B. Matthews reside?

A. Baltimore, Maryland.

Q. Is she married, and if so name her husband.

A. Yes. Her husband's name is L. Richard Matthews.

Q. Is she an adult?

A. Yes.

Q. Is Susanne B. Brundick an adult?

A. Yes.

Q. Where does she reside?

A. In Towson, Maryland.

Q. Is she married?

A. She's a widow.

Q. Is H. Turner Bramble still living?

A. No.

Q. Do you know when he died?

A. He died in 1959.

Q. Do you know where he died?

A. In Baltimore.

Q. Do you know whether or not he died testate or intestate?

A. Intestate.

Q. Were you involved in any way with the administration of his estate?

A. Yes.

Q. Where was his estate administered and how were you involved?

A. I was the attorney for the administratrix, Estelle Bramble and Susanne Brundick. The estate was filed in the Orphans' Court for Baltimore, City.

Q. Who were the heirs of H. Turner Bramble?

A. Two children. Estelle A. Bramble and Robert H. Bramble.

Q. Was H. Turner Bramble married at the time of his death?

A. He was divorced.

Q. These two children, Estelle Ann Bramble and Robert H. Bramble, were his only heirs at law?

A. That's right.

Q. Are Estelle Ann Bramble and Robert H. Bramble infants?

A. They are.

Q. Do you know where they now reside?

A. Lake Hiawatha, New Jersey.

Q. They are non-residents of the State of Maryland?

A. That's right.

Q. Do you know whether or not any guardian has been appointed for these two infant children, and if so his name?

A. A guardian has been appointed for the children. Theodor Advokat. He is an uncle by marriage.

Q. Do you know which court and which jurisdiction appointed Theodor Advokat as guard-

ian of these two infants?

A. It was a New Jersey court. It wasn't the Orphans' Court of Baltimore City.

Q. You know this from your own personal knowledge that Theodor Advokat was appointed guardian?

A. Yes.

Q. Do you know, from your own personal knowledge, that Estelle Ann Bramble and Robert H. Bramble are still residing in Lake Hiawatha, New Jersey?

A. Yes. The last I heard of them.

Q. When was that?

A. This past winter.

Q. Is James E. Bramble, Jr., still living

A. No.

Q. Do you know when he died?

A. He died in 1962.

Q. Where did he reside at the date of his death?

A. Baltimore, Maryland.

Q. Is his estate being administered and if so where is the administration filed?

A. It is, and in the Orphans' Court for Baltimore City.

Q. Did James E. Bramble, Jr., die testate or intestate?

A. Intestate.

Q. Who has been granted Letters of Administration?

A. His widow, Lola M. Bramble.

Q. Are you in any way personally involved with the administration of that estate?

A. Yes.

Q. In what capacity?

A. I am the attorney for Lola M. Bramble.

Q. Who are the heirs of James E. Bramble, Jr.?

A. Lola M. Bramble.

Q. Did Lola M. Bramble and James E. Bramble, Jr., have any children?

A. No.

Q. What is the estimated value of the estate of James E. Bramble, Jr.?

A. \$2600.00.

Q. In your opinion, the sole heir at law of James E. Bramble, Jr., and the person entitled to his whole estate will be his widow, Lola M. Bramble?

A. Yes.

Q. Has the administration of the estate of James E. Bramble, Jr., been completed by the Orphans' Court for Baltimore City?

A. No. We are waiting until we can clear up this present matter.

Q. Who are the present owners of the Bramble store property in Centreville, Maryland, and what is the extent of their ownership?

A. Estelle Matthews, Susanne Brundick and Lola M. Bramble, the widow of James E. Bramble, hold a one-quarter interest each. The heirs of Turner Bramble, two children, Estelle Ann Bramble and Robert H. Bramble, own a one-eighth interest.

Q. How did Estelle Matthews acquire her one-quarter interest in the property?

A. By her father's will.

Q. How did Susanne Brundick acquire her one-quarter interest in the property?

A. By her father's will.

Q. How did Lola M. Bramble acquire an undivided one-quarter interest in this property?

A. As the wife of James E. Bramble, Jr., who had inherited a one-fourth interest from his father, James E. Bramble, Sr.

Q. How did Estelle Ann Bramble and Robert H. Bramble each acquire their undivided one-eighth interest in this property?

A. They acquired their interest from their father who had previously acquired from one-fourth interest from his father, James E. Bramble, Sr.

Q. In your opinion, can the Bramble store property on Water Street in the town of Centerville, be divided in kind without loss or injury to the parties owning the same?

A. I don't think so. It's^a small property. It's all in one piece and it would be almost impossible to divide it.

Q. Would it be to the interest and advantage of the parties to this cause to have this property sold and the proceeds divided among those intitled thereto?

A. I think so.

Q. Would it be to the interest and advantage of the infant children of H. Turner Bramble, namely Estelle Ann Bramble and Robert H. Bramble, to have the property sold and to have their share of the proceeds invested in some productive fund for their use and benefit?

A. I would think so.

Q. Why do you think it would be to the interest and advantage to have the property sold?

A. The property is in very bad condition and it would cost a lot of money to get it fixed up in condition to be rentable and I think that as far as the children are concerned, they could use the money better now toward an education than they could having an interest in the property here without any productivity.

Q. Do you know whether or not this property has produced any income over the past several years?

A. I know it has not.

Q. It's an unproductive, non-income producing property, in your opinion?

A. It is.

Q. Are you familiar with the contract of sale between Estelle B. Matthews, L. Richard Matthews, Lola M. Bramble individually and as administratrix to James E. Bramble, Jr., and Susanne Brundick with Frank W. Draper, III and Katharine M. Draper, which contract is dated November 12, 1962?

A. I am.

Q. That contract calls for a purchase price of \$2,500.00. Do you think that it would be to the interest and advantage of all these parties to have the property sold for \$2,500.00?

A. I do.

Q. In your opinion, what is the fair market value of this property?

A. I would say that \$2500.00 would be tops for the fair market price.

Q. Do you know whether an attempt has been made to sell this property in preceding years?

A. Yes. James E. Bramble, Jr., before he died, had tried to sell the property a number of times and this offer from Mr. Draper is the best offer that he had had.

Q. Who managed the property for the owners after the death of James E. Bramble, Sr.?

A. James Bramble, Jr.

Q. How long did he manage the property?

A. He managed it until the time of his death.

Q. Do you know anything about the income and expenses of the property during his management of it?

A. First, the property was rented and was paying its way, so to speak, insurance and taxes and so forth.

Q. How long did that last?

A. I think that lasted up to about 1958, somewhere around 1958.

Q. After 1958 what happened to the property?

A. It became more and more difficult to rent the property and then only on just several occasions was it rented to anybody, and they had some tenants in there who moved out and never paid the rent.

Q. Do you know this from personal knowledge?

A. I only know what Mr. James E. Bramble told me. That the people moved.

Q. Were you representing him at this time?

A. I was.

Q. You had discussions with him about the property?

A. I did.

Q. Do you know whether or not James E. Bramble, Jr., had to take personal money from his own pocket to pay for the costs and expenses of this property?

A. I do.

Q. This was after 1958?

A. That's right.

Q. Do you have any knowledge of the extent that Mr. James E. Bramble, Jr., used his own funds for the property?

A. At this time I represented James. E. Bramble, Jr., on various matters and I know that he was continually complaining about always having to pay out for improvements, taxes on this property in Centreville, and he could never get any reliable tenant. I know one time he rented the apartment for six months and the tenant moved out and didn't pay him any rent and the place was left in very bad condition and he had to spend money to get it fixed up. He put a roof on and various things and I do know that he spent considerable money in keeping the property up and trying to get it in condition for sale.

Q. I show you the Examiner's Exhibit No. 1 which purports to be a statement of Lola M. Bramble itemizing the income and expenses from the property, from September 26, 1958 to March 6, 1962. To the best of your knowledge, does this accurately reflect the expenses and income of the property?

A. It does, to the best of my knowledge.

Q. To the best of your knowledge, what is the amount of expense paid by James E. Bramble, Jr., in excess of the rental received by him during this period?

A. \$910.05.

Q. Do you know whether or not Lola M. Bramble as administratrix of the estate of James E. Bramble, Jr., intends to make a claim in this matter for repayment of this money?

A. She does.

Q. She feels that she is entitled to be reimbursed for these expenses?

A. Yes.

Q. Since March 6, 1962 do you know who has managed the property and paid the taxes and insurance and the other items of expense related thereto?

A. Yes. Estelle B. Matthews.

Q. Have you represented Mrs. Matthews during this period?

A. I have.

Q. You have personal knowledge of these various matters of expenses that she has encountered in the management of this property?

A. I do. She submitted all these to me before she paid them.

Q. Do you know the extent of the moneys that she has advanced from her own personal funds for and on behalf of this property?

A. Yes it amounts to \$166.51.

Q. What was the nature of these expenses?

A. Taxes and insurance and cleaning.

Q. Do you know how much each one of these various items were?

A. Town taxes, \$21.81, and water and sewage \$40.17, and Queen Anne's County tax \$65.53, and insurance \$24.00, and a bill for cleaning up the property \$15.00.

Q. Do you know whether or not Mrs. Matthews intends to make a claim for reimbursement for the proceeds of this sale?

A. She does.

Q. In your opinion, is she entitled to be reimbursed from the proceeds of the sale?

A. I definitely think so .

Q. \$166.51 is money that she spent out of her own funds?

A. She took this money from her own money and paid these bills.

Q. Do you know whether or not she received any reimbursement from any source whatsoever for this money that she spent?

A. She has not.

Q. Has she received any income from rental?

A. She has not.

There being no further witnesses to be examined, the examiner here-

with makes his return to the depositions of the respective witnesses, and the costs chargeable to the plaintiffs, as follows, to wit:

B. Hackett Turner, Examiner \$10.00
Vachel A. Downes, Jr., Stenographer \$10.00

I do further certify that the aforesaid testimony was commenced at 4:00 o'clock, p.m., and concluded at 7:00 p.m., or a period of 3 hours.

Respectfully submitted,

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed June 5, 1963

WAIVER
Filed June 5, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

* * * * *
Waiver

The parties hereto do hereby agree and waive, under the provision of Rule 580, Section P, Maryland Rules of Procedure, the request that testimony taken before the examiner in the above entitled case, remain in Court for ten (10) days and do hereby agree that the above entitled matter be taken up for hearing immediately.

VACHEL A DOWNES JR
Vachel A. Downes, Jr.
Solicitor for Complainant

BRENDA M TURNER
Brenda M. Turner
Guardian Ad Litem

Filed June 5, 1963

AFFADAVIT OF PERSONAL SERVICE OF
ORDER OF PUBLICATION

Filed June 24, 1963

ESTELLE B. MATTHEWS, et. al.
Complainants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

VS

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE

* * * * *
AFFADAVIT OF PERSONAL
SERVICE OF OREER
OF
PUBLICATION

STATE OF NEW JERSEY

COUNTY OF MORRIS

to wit:

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public of the State and County aforesaid, on this 29th day of January, 1963, I George H. Harbaugh, served a certified copy of the Order of Publication issued in a cause entitled "Estelle B. Matthews, et. al., vs Estelle Ann Bramble, et. al.," being Chancery Cause No. 4511, pending in the Circuit Court for Queen Anne's County, In Equity, on ESTELLE ANN BRAMBLE, infant, by reading the same to her and leaving a copy of the Order of Publication and the Bill of Complaint with her, and by further leaving a certified copy of the Order of Publication with Theodor Advokrat, legal guardian of said infant, at 45 North Beverwyck Road, this 29th day of January, 1963.

AS WITNESS my hand and official seal.

IRENE TENNENHAUS
NOTARY PUBLIC OF N.J.
My Commission Expires Mar. 22, 1964

IRENE TANNENHAUS
NOTARY PUBLIC
My commission expires: _____

George H. Harbaugh
(Signature of person making
service)

(PLACE NOTARY SEAL HERE) Notary
Public
Seal

Filed June 24, 1963

AFFADAVIT OF PERSONAL SERVICE OF
ORDER OF PUBLICATION
Filed June 24, 1963

ESTELLE B. MATTHEWS, et. al.
Complainants

VS.

ESTELLE ANN BRAMBLE
ROBERT H. BRAMBLE

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

AFFADAVIT OF PERSONAL
SERVICE OF ORDER
OF
PUBLICATION

STATE OF NEW JERSEY

to wit:

COUNTY OF MORRIS

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public of the State and County aforesaid, on this 29th day of January, 1963, I, George H. Harbaugh, served a certified copy of the Order of Publication issued in a cause entitled "Estelle B. Matthews, et. al., vs Estelle Ann Bramble, et. al.," being Chancery Cause, on ROBERT H. BRAMBLE, infant, by reading the same to him and leaving a copy of the Order of Publication and the Bill of Complaint with him, and by further leaving a certified copy of the Order of Publication with Theodor Advokrat, legal guardian of said infant, at 45 North Beverwyck Road, Lake Hiawatha, New Jersey, this 29th day of January, 1963.

AS WITNESS my hand and official seal.

IRENE TANNENHAUS
NOTARY PUBLIC

My commission expires: _____

(Place Notary Seal Here)

IRENE TANNENHAUS
NOTARY PUBLIC OF N.J.
My Commission Expire May. 22, 1968

Notary
Public
Seal

George H. Harbaugh
(Signature of person making
service

DECREE
Filed June 27, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

DECREE

This cause standing ready for hearing, and being submitted for decree without argument, the Bill of Complaint and other proceedings having been read and considered;

It is thereupon, on this 27th day of June, 1963, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in the proceedings in this cause be sold, it appearing that such sale will be to the interest and advantage of the parties owning said real estate, including the infant respondents, and it also appearing that such real estate cannot be divided without loss or injury to the parties interested therein; and it further appearing that the proposed sale of said real estate unto Frank W. Draper, III and Katharine M. Draper, at and for the sum of Two Thousand Five Hundred Dollars (\$2,500.00) upon the terms set forth in the Contract of Sale filed herein with the Bill of Complaint as "Complainant's Exhibit No. 3," will be advantageous to the parties owning said real estate, including the infant respondents, and a better price than could be obtained for the property by now offering the same for sale at public sale or auction, and it therefore appearing that it will be to the interest and advantage of the parties owning said real estate, including the infant respondents, that the aforesaid Contract of Sale be ratified and confirmed and that such proposed sale be consummated and carried out and for such purpose it is further ADJUDGED, ORDERED and DECREED that Vachel A. Downes, Jr., be and he is hereby appointed trustee for the purpose of making such sale.

And it is further adjudged, ordered and decreed as follows:

(a) That before proceeding to make any sale hereunder the said trustee shall first file with the Clerk of the Circuit Court of Queen Anne's County a bond to the State of Maryland to be executed by himself, with a surety or sureties thereon to be approved by this Court, or the Clerk thereof, in the penalty of TWO THOUSAND FIVE HUNDRED Dollars (\$2500.00), if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of the trust reposed in him by any future decree or order in the premises.

(b) That the trustee shall then proceed to sell said real estate, at private sale unto Frank W. Draper, III and Katharine M. Draper, his wife, as tenants by the entirety, at and for the sum of Two Thousand Five Hundred Dollars (\$2,500.00); and which said purchase money, or balance thereof not heretofore paid upon the execution of the Contract of Sale filed herein, is to be paid upon final ratification of this sale by this Court, without interest.

(c) That as soon as may be convenient after such sale the said trustee shall return to said Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual order nisi without which (and the publication thereof) the sale heretofore directed to be made shall not be final.

(d) That upon the final ratification of said sale by this Court, and upon the payment of the whole purchase money (and not before) the said trustee, by good and sufficient deed to be executed and acknowledged by him agreeable to law, shall convey to the purchasers, their heirs and assigns, the real estate so sold to them, free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them, or any of them.

(e) And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from said purchase money to be paid him as aforesaid, the costs of this cause and such commissions to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

THOS J KEATING JR.
Judge

Filed June 27, 1963

CERTIFIED COPY OF BOND
Filed July 1, 1963

Queen Anne's County, to wit: Be it remembered that on this First day of July in the year nineteen hundred and sixty-three the following Bond was filed for record, to wit:

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as principal, and Hartford Accident and Indemnity Company, a body corporate, duly authorized to transact business in the State of Maryland, as surety, are firmly held and bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars (\$2500.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of July, 1963.

WHEREAS, the above bounden, Vachel A. Downes, Jr., has been decreed by the Circuit Court for Queen Anne's County, in Equity passed on the 27th day of June, 1963, been appointed trustee in a cause entitled "Estelle B. Matthews, et. al., vs Estelle Ann Bramble, et.al.," being Chancery No. 4511, for the purpose of selling and conveying the real estate in said cause mentioned, and by these presents does furnish his bond in the penalty of Two Thousand Five Hundred Dollars (\$2500.00) as required by said decree; and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, Vachel A. Downes, Jr., does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and effect.

WITNESS our hands and seals this 1st day of July, 1963.

WITNESS:

BRENDA M. TURNER

VACHEL A. DOWNES, JR. (SEAL)
Vachel A. Downes, Jr.
Principal

ATTEST:

JUNE L. MILLER

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: WILLIAM FREESTATE
William Freestate, Attorney-in-Fact
Surety Corporate Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed July 1, 1963.

CHARLES W. CECIL, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 260, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 1st day of July in the year nineteen hundred and sixty-three.

Clerk's
Seal

CHARLES W. CECIL
Clerk

Filed July 1, 1963

REPORT OF SALE
Filed July 1, 1963

ESTELLE B. MATTHEWS, et. al.

VS

ESTELLE ANN BRAMBLE, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

* * * * *
REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this cause by Vachel A. Downes, Jr., Trustee, respectfully represents unto your Honors:

That pursuant to a decree of this Honorable Court passed on the 27th day of June, 1963, your trustee did file in this cause a bond with corporate surety thereon in the penalty of Two Thousand Five Hundred Dollars (\$2,500.00) approved by the Clerk of this Court and conditioned on the faithful performance of the duties reposed in him by said decree, and your trustee does now report that the real estate described in these proceedings, consisting of a lot or parcel of land, with the improvements thereon, located on Water Street, in the Third Election District of Queen Anne's County, State of Maryland, as more fully described in the Bill of Complaint filed herein, was sold at private sale unto Frank W. Draper, III and Katharine M. Draper, his wife, in accordance with the terms and conditions of a written Contract of Sale heretofore filed in this cause with the Bill of Complaint and marked "Complainant's Exhibit No. 3," at and for the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

Your Trustee further reports that said purchasers have paid unto your Trustee the initial deposit of Two Hundred Fifty Dollars (\$250.00) and he believes said purchasers will, upon final ratification of this sale as provided by the terms of said contract, pay the balance of the purchase price therein set forth unto your Trustee, being the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) and your Trustee makes this report in order to procure ratification of the sale as provided by the terms of said contract and as directed by the aforesaid Decree of this Honorable Court.

The Report of Sale states the amount of the sale to be Two Thousand Five Hundred Dollars (\$2,500.00).

Respectfully submitted,

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Trustee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

This is to certify that on this 1st day of July, 1963, before the subscriber, The Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that the sale was fairly made.

AS WITNESS my hand and seal.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County
In Equity

Filed July 1, 1963

ORDER NISI ON SALE
Filed July 1, 1963

ORDER NISI ON SALE

Estelle B. Matthews and Richard L.)
Matthews, her husband, Susanne B.)
Brundick, widow, Lola M. Bramble,)
widow, individually and as ad-)
ministratrix of the Estate of)
James Erdman Bramble, Jr.)

In the Circuit Court
for Queen Anne's County
In Equity

vs.
Estelle Ann Bramble, infant
Robert H. Bramble, infant

Cause No. 5411

ORDERED, this 1st. day of July, 1963, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Trustee, be ratified and confirmed, on or after the 1st. day of August, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th. day of July, 1963.

The report states the amount of sales to be \$2,500.00.

CHARLES W. CECIL Clerk

Filed July 1, 1963.

AFFADAVIT
Filed July 12, 1963

ESTELLE B. MATTHEWS, et. al.

IN THE CIRCUIT COURT FOR

VS

QUEEN ANNE'S COUNTY

ESTELLE ANN BRAMBLE

IN EQUITY

NO. 4511

* * * * *
AFFADAVIT

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 6th day of July, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frank W. Draper, III and Katharine M. Draper, his wife, being the purchasers named in the Decree of the Circuit Court for Queen Anne's County dated the 27th day of June, 1963, (Chancery No. 4511) and made oath in due form of law as follows:

(a) That said purchasers are not acting in said purchase as agent for any other person, firm or corporation;

(b) That said purchasers are the sole principal purchasers involved in said sale; and

(c) That said purchasers have not directly or indirectly discouraged anyone from bidding for the property involved in said sale.

RUTH DRAPER
NOTARY PUBLIC

NOTARY
PUBLIC
SEAE

Filed July 12, 1963

CERTIFICATE OF PUBLICATION OF ORDER
NISI ON SALE
Filed Aug. 12, 1963

ORDER NISI ON SALE

Estelle B. Matthews and Richard L. Matthews, her husband, Susanne B. Brundick, widow, Lola M. Bramble, widow, individually and as administratrix of the Estate of James Erdman Bramble, Jr.

vs.

Estelle Ann Bramble, infant
Robert H. Bramble, infant

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4511

ORDERED, this 1st day of July, 1963, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Trustee, be ratified and confirmed on or after the 1st day of August, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th day of Julu, 1963.

The report states the amount of sales to be \$2,500.00.

Filed: July 1, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 12, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale Cause No. 4511 in the estate of Estelle B. Matthews and Richard L. Matthews, her husband, Susanne B. Brundick, widow, Lola M. Bramble, widow, vs. Estelle Ann Bramble, infant Robert H. Bramble, infant --- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 25 day of July, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4 day of July 1963, and the last insertion on the 18 day of July, 1963.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Aug. 12, 1963

FINAL RATIFICATION OF SALE
Filed Aug. 12, 1963

ESTELLE B. MATTHEWS	*	IN THE CIRCUIT COURT FOR
RICHARD L. MATTHEWS, her husband	*	QUEEN ANNE'S COUNTY
SUSANNE B. BRUNDICK, widow	*	
LOLA M. BRAMBLE, widow, individually	*	IN EQUITY
and as Administratrix of the Estate	*	
of James Erdman Bramble, Jr.	*	
Complainants	*	NO. 4511
	*	
VS	*	
	*	
ESTELLE ANN BRAMBLE, infant	*	
ROBERT H. BRAMBLE, infant	*	
Respondants	*	

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this cause by Vachel A. Downes, Jr., Trustee, was fairly and properly made, and no exception having been filed to the report of sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 12th day of August, 1963, that the testimony of Charles E. Anthony, Jr., F. Asbury Bartlett and J. Wesley Everett, be, and it is hereby declared to be a sufficient appraisal by a competent appraiser, within the meaning of Maryland Rule BR3c; that the sale of the real estate made and reported in this cause by Vachel A. Downes, Jr., Trustee, be, and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

GEORGE B. RASIN, JR.
Judge

Filed Aug. 12, 1963

REPORT AND ACCOUNT OF AUDITOR
Filed Aug. 20, 1963

Estelle B. Matthews, et. al.	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
	IN EQUITY
Estelle Ann Bramble, infant	NO. 4511
Robert H. Bramble, infant	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectively sets forth:

1. That this account is stated at the request of Vachel A. Downes, Jr., Trustee, who was duly appointed by this Court to make the sale of the real estate and disburse the proceeds received therefrom, pursuant to order of this Court of June 27, 1963.

2. That in the within account, said Trustee is charged with the proceeds of the real estate sold in these proceedings, and after allowing all expenses not personal for which proper vouchers were presented in accordance with the order of this court in its ratification of sale and also allowing the said Trustee his commission, the costs of publishing the order nisi to be passed to this audit, your auditor's fee and the charges of Linwood C. Yates & Company, Real Estate Broker, the balance was ordered to be distributed in accordance with the provisions of the Last Will and Testament of

James E. Bramble, Sr. No State of Maryland Inheritance Taxes appear to be due in the distribution in this cause.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 20, 1963

Filed Aug. 20, 1963

The proceeds of the sale of land reported in this cause, in account with Vachel A. Downes, Jr., Trustee, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendors of said land)

Cr.

1963
Jun 27 By gross proceeds of the sale of said land, per report of
said vendors, to wit:----- \$2,500.00

Dr.

To Vachel A. Downes, Jr., Trustee, (and vendor) for his commission for making said sale, per order of court ----- \$250.00

To do., for court costs due in this cause, per statement of the Clerk's exhibited, to wit:
Costs of Charles W. Cecil, Clerk-\$85.55
Costs of Brenda M. Turner, Guardian Ad Litem ----- 4.50
Costs of Register of Wills of Queen Anne's County ----- 5.50
Examiner's fee of B. Hackett Turner ----- 10.00
Costs of Brenda M. Turner, Stenographer ----- 10.00
Appearance fee of Vachel A. Downes, Jr., Attorney ----- 10.00 125.55

To do., for an amount due William M. Freestate Agency, Agent, for the premium of the corporate surety bond filed in this cause, per statement exhibited, to wit:----- 25.00

To do., for an amount paid E. Clyde Walls, Register of Wills of Queen Anne's County, for recording real estate inventories in estates of H. Turner Bramble and James E. Bramble, Jr., deceased, to clear title to real estate sold in this cause, per receipt for same exhibited, to wit:----- 12.00

To do., for an amount due Linwood C. Yates & Company, Real Estate Broker, for procuring private sale of real estate sold herein, per statement exhibited, to wit:----- 150.00

J THOMAS CLARK
Auditor

August 20, 1963

To do., for an amount paid Queen Anne's Record-Observer for publication of the order nisi of sale in this cause, per receipt for same exhibited, to wit:---- \$14.00

To do., for an amount paid as vendor's share of 1963 State, County and municipal Taxes and other charges, per settlement sheet exhibited, to wit:---- 77.00

To do., for costs of advertising the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of ----- 12.00

To J. Thomas Clark, auditor, for stating this audit, the sum of ----- 72.00

To balance to be carried forward ----- 1,762.45

\$2,500.00

\$2,500.00

J THOMAS CLARK
Auditor

August 20, 1963

Cr.

By balance carried forward -----\$1,762.45

Dr.

To Lola M. Bramble, Administratrix for the estate of James E. Bramble, Jr., deceased, as payment in full of her claim filed in this cause, per order of court of August 10, 1963, the sum of ----- \$910.05

To Estelle B. Matthews as payment in full of her claim filed in this cause, per order of court of August 10, 1963, the sum of ----- 166.51

August 20, 1963 J THOMAS CLARK Auditor

To balance to be carried forward for distribution under the will of James E. Bramble, Sr. ----- 685.89

\$1,762.45 \$1,762.45

August 20, 1963 J THOMAS CLARK Auditor

Dr.

By balance carried forward for distribution to the residuary devisees under the will of James E. Bramble, Sr., deceased ----- 685.89

Dr.

To Estelle B. Matthews, devisee under will of James E. Bramble, Sr., deceased, a 2/8 share of the same, or the sum of -----\$171.47

To Susanne B. Brundick, devisee under will of James E. Bramble, Sr., deceased, a 2/8 share of the same, or the sum of----- 171.47

To Lola M. Bramble, widow of James E. Bramble, Jr., who died intestate on April 2, 1962, he being a devisee under will of James E. Bramble, Sr., deceased, his son's 2/8 share, or the sum of ----- 171.47

To the legal guardian of Estelle Ann Bramble, minor, child of H. Turner Bramble, a deceased son and devisee under will of James E. Bramble, Sr., who died intestate on January 31, 1959, a 1/8 share, or the sum of---- 85.74

To the legal guardian of Robert H. Bramble, minor, child of H. Turner Bramble, a deceased son and devisee under will of James E. Bramble, Sr., who died intestate on January 31, 1959, a 1/8 share, or the sum of ---- 85.74

\$685.89 \$685.89

August 20, 1963 J THOMAS CLARK Auditor

Filed Aug. 20, 1963

CERTIFICATE OF NOTICES MAILED Filed Aug. 20, 1963

Estelle B. Matthews, et. al.

vs.

Estelle Ann Bramble, infant, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4511

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 20, 1963, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Vachel A. Downes, Jr.,
Attorney
Lawyer's Row
Centreville, Maryland

Estelle B. Matthews
c/o J. Wesley Everett, Attorney
Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland

Susanne B. Brundick
c/o J. Wesley Everett, Attorney
Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland

Lola M. Bramble
c/o J. Wesley Everett, Attorney
Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland

Master Robert H. Bramble
45 North Beverwyck Road
Lake Hiawatha, New Jersey

Miss Estelle Ann Bramble
45 North Beverwyck Road
Lake Hiawatha, New Jersey

PURSUANT to Rule 595, Section G. Maryland Rules of Procedure, notify each of them that said account was filed on August 20, 1963, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed Aug. 20, 1963

NISI RATIFICATION OF AUDIT
Filed Aug. 20, 1963

Estelle B. Matthews)
Richard L. Matthews, her husband)
Susanne B. Brundick, widow)
Lola M. Bramble, widow, individually)
and as Administratrix of the Estate of)
James Erdman Bramble, Jr.)
Complainants)

In the Circuit Court
for Queen Anne's County
In Equity

VS.

Cause No. 4511

Estelle Ann Bramble, infant)
Robert H. Bramble, infant)
Respondents)

ORDERED, this 20th. day of August, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 6th. day of September, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 30th. day of August, 1963.

CHARLES W. CECIL Clerk

Filed August 20, 1963

CERTIFICATE OF PUBLICATION OF ORDER
NISI OF AUDIT
Filed Sept. 17, 1963

NISI RATIFICATION OF AUDIT

Estelle B. Matthews, Richard L. Matthews, her husband, Susanne B. Brundick, widow, Lola M. Bramble, widow, individually and as Administratrix of the Estate of James Erdman Bramble, Jr.

Complainants

VS.

VS.

Estelle Ann Bramble, infant,
Robert H. Bramble, infant
Respondents

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4511

ORDERED, this 20th, day of August, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 6th. day of September, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 30th. day of August, 1963.

Filed: August 20, 1963
True Copy
Test:

CHARLES W. CECIL Clerk

CHARLES W. CECIL Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 16,
1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Nisi Ratification of Audit in the estate of Estelle B. Matthews, Richard L. Matthews, her husband, Susanne B. Brundick, widow, Lola M. Bramble, widow, vs. Estelle Ann Bramble, infant, Robert H. Bramble, infant Cause No. 4511--- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 30 day of August, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22 day of August, 1963

THE RECORD-OBSERVER CORPORATION
By RICHARD E. HURLOCK

Filed Sept. 17, 1963

ESTELLE B. MATTHEWS
VS.
ESTELLE ANN BRAMBLE

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4511

FINAL ORDER OF RATIFICATION

It is this 19th day of September, 1963, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the foregoing Report and Account of J. Thomas Clark, Auditor, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the Maryland Rules of Procedure and by the preceding Order Nisi; and the said Vachel A. Downes, Jr., Trustee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

THOS J KEATING JR
JUDGE

Filed Sept. 19, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fifteenth day of January in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:

JOHN C. NORTH, Attorney, Easton, Md.	)	In the Circuit Court
)	
vs.	)	For
	)	Queen Anne's County
Susie A. Burris and Wilmer Neavitt Rice Centreville, Md.	)	In Equity

To the Clerk of said Court

Mr. Clerk:

Please docket suit as above Entitled file the attached Statement of amount due by mortgagors, file the Attached Military Affidavit, and a certified copy of the mortgage referred to in the Statement of the mortgagee.

JOHN C. NORTH
Attorney

Filed Jan. 15, 1963

STATEMENT OF MORTGAGE DEBT
Filed Jan. 15, 1963

SUSIE A. BURRIS and
WILMER NEAVITT RICE

T O

UNION TRUST COMPANY OF MARYLAND, successor in interest to The Liberty Bank, Easton, Maryland as result of merging of said Trust Company and Bank, DR.

To Balance of principal due on mortgage dated July 25, 1960, to The Liberty Bank, Easton Maryland, recorded in Liber T.S.P. No. 55, folio 543, a Land Record of Queen Anne's County, Maryland

\$4200.00
75.60

Interest 9/25/62 to 1/14/63

Add 70¢ per day from 1/14/63 to date of sale

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Earle B. Wood, Assistant Vice President of Union Trust Company of Maryland and he made oath in due form of law that the the above statement is correct and that the amount due upon the mortgage above referred to is correctly shown.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

MARY L. NORTH
Mary L. North

NOTARY PUBLIC

Filed Jan. 15, 1963

MILITARY AFFIDAVIT
Filed Jan. 15, 1963

MILITARY AFFIDAVIT

STATE OF MARYLAND
TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared John C. North and he made oath in due form of law that he is personally acquainted with Mrs. Susie A. Burris and also with Wilmer Neavitt Rice, the address of each of whom is Centreville, Maryland; that neither of said persons is now in the Military Service of the United States as defined by the Soldiers and Sailors Relief Act of 1940 and that neither of them has been in the Military Service as so defined within four months prior to the institution of this proceeding.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

MARY L. NORTH
Mary L. North, Notary Public

Filed Jan. 15, 1963

CERTIFIED COPY OF MORTGAGE
Filed Jan. 15, 1963

#44,594

LIBER 55 PAGE 543

RECEIVED FOR RECORD July 25, 1960

MORTGAGE FEE.-County.

PURCHASE MONEY

THIS/MORTGAGE, Made this 25th day of July, in the year nineteen hundred and sixty by Susie A. Burris (widow) and Wilmer Neavitt Rice (single) both of Queen Annes County, Maryland, herein called Mortgagors, and The Liberty Bank, Easton, Maryland, hereby called Mortgagee,

WITNESSETH

WHEREAS the said Susie A. Burris and Wilmer Neavitt Rice now stand justly indebted unto the said The Liberty Bank, Easton, Maryland, in the full and just sum of Fifty-five Hundred (\$5500.00) Dollars, which they agree to repay at the expiration of one year from this date with interest in the meantime at the rate of six percentum per annum, it being understood and agreed that said Mortgagors are to pay not less than Fifty (\$50.00) per month during the continuance of this mortgage, the same to apply first upon interest due and the balance upon principal, to more certainly secure the prompt payment of said principal sum of money and the interest thereupon to accrue, when and as the same shall become due and payable these presents are made and executed.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar, the receipt whereof is hereby acknowledged, the said Susie A. Burris (widow) and Wilmer Neavitt Rice (single) do hereby grant and convey unto the said The Liberty Bank, Easton, Maryland, its successors and assigns in fee simple, all and singular the following described pieces, parcel or lots of land and premises, that is to say:

PARCEL NO. 1 ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the Southwest side of Chesterfield Avenue, a street or road leading from the Town of Centreville to Centreville Landing, bounded on the Northwest by the road or lane binding on the property of, or formerly of George W. Gibson, on the Southeast and by said road or lane extended, on the Northeast by said Chesterfield Avenue and on the two remaining sides by the property of, or formerly of Clayton Wright and Zadoc R. Collins, co-partners, trading as Wright & Collins, and contained within the following metes and bounds, courses and distances, to wit:
BEGINNING for the same on Chestertfield Avenue at a point where the land hereby conveyed corners with said road or lane, binding as aforesaid, the property of said George W. Gibson and running thence with said road or lane and with an extension thereof, S. 44° 45' W. 200 feet to a concrete block; thence S. 45° E. 50 feet to a concrete block; thence N. 44° E. 200 feet to the Southwest edge of Chesterfield Avenue and thence with said Chesterfield Avenue N. 45° W. 50 feet to said place of beginning, containing 10,000 square feet of land, more or less.

PARCEL NO. 2: ALL that lot or parcel of land, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, about 2/3 of a mile from the limits of the Town of Centreville and lying back in a Southwesterly direction from the Public Road leading from Centreville into Corsica Neck and described as follows:
BEGINNING at a point where the land hereby conveyed corners with the intersection of the land or right-of-way leading from Chesterfield Avenue between the land formerly of George W. Gibson, now of Herbert W. Moore, and the land formerly owned by William Spencer with a road dividing the land hereby conveyed from said lot formerly of William Spencer at a point 30 feet in a Southwesterly direction from the said lot formerly of William Spencer and running thence S. 44° 45' W. by and with said lane or right-of-way leading from Chesterfield Avenue, a distance of 191 feet; thence in Southeasterly direction a distance of 50 feet; thence N. 44° 45' East by and with the land of Nannie M. Wright, et al, formerly owned by Wright & Collins, a distance of 191 feet; thence in a Northwesterly direction, a distance of 50 feet to the place of beginning, containing 9550 square feet of land and being the same and all of the land which was conveyed unto Daniel E. Stewart by Wright & Collins, et al, by deed dated July 10, 1917, recorded in Liber WFW No. 10, folio 451, a Land Record Book of Queen Anne's County, Maryland,

The two Parcels of land above described are the identical lands which were conveyed unto the said Susie A. Burris and Wilmer Neavitt Rice, a joint tenants by deed of even date herewith from B. Lyle Appleford, Jr., and others, which deed is about to be recorded among the Land Record Books of Queen Anne's County immediately prior hereto.

PARCEL No. 3: All that piece, parcel or lot of land and premises situate, lying and being in the Third Election District of Queen Anne's County, Maryland, located on the right side of the Public Road leading from the Town of Centreville in said District to Centreville Landing on Corsica River, bounded on one side by said Road; on another side by property now or formerly owned by Howard T. Cheers, and bounded on its remaining side by that property which James T. Bright, Trustee, by deed dated September 12, 1902, and recorded in Liber JEG No. 4, folio 264, a Land Record of Queen Anne's County, conveyed unto Daniel E. Stewart the land hereby conveyed being contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same at a point on or near the side of said road marked by an iron pin driven in the ground by the side of a stump of a cottonwood tree standing at the West end of a small framed vacant vuilding formerly used as a store, said point of beginning being sefenty-six feet and six inches distant from the center of a chesnut post standing in the ground at and as the (said) road end of the fence now (or formerly) standing between the property now or formerly occipied by Mrs. D.E. Stewart and that belonging to the heirs of George W. Harris, deceased, now or formerly occupied by Joseph Richardson and twenty-five feet distant from the center of the concrete road (which is the road above mentioned) and running from said point of beginning along the line of other lands now or formerly belonging to the said Howard T. Cheers South eighty five degrees thirty minutes East, seventy three and seven tenths feet to a point; thence along a new division line hereby established between the land

hereby conveyed and the other remaining land of said Howard T. Cheers South: forty-eight degrees thirty minutes West fifty four feet and five tenths of a foot (54.5) to a point on the Northeast side of the Public Road above mentioned 25 feet distant from the center of the concrete part of the said road; thence along said Road North 37 degrees 42 minutes West, 53 feet, to the point of beginning, containing 0.033 acres of land, more or less, according to a survey of the same made August 1, 1932, by M. DeK. Smith, Junior, Civil Engineer; being a part of the land granted to Howard T. Cheers by Harry F. Callahan by deed dated August 25, 1930, recorded in Liber BHT No. 11, folio 455, a Land Record of Queen Anne's County, and BEING the same Parcel of land conveyed unto the the said Susie A. Burris by deed from John C. North 11 and wife, of even date herewith and about to be recorded among said Land Records immediately prior hereto.

(TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said The Liberty Bank, Easton, Maryland, its successors and assigns in fee simple forever.

PROVIDED that if the said Mortgagors,---- their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-five Hundred (\$5500.00)--- dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors,-- shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Susie A. Burris and Wilmer Neavitt Rice, mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said The Liberty Bank, Easton, Maryland, its successors and assigns, or John C. North, its or their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Talbot County, and such other notice as by the said Mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there by) shall be paid to the said Mortgagors their--- personal representatives or assigns, or to whoever may be entitled to the sale.

AND the said Mortgagors for themselves, their -- heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Talbot County in Equity which said expenses, costs and commissions the said Mortgagors, for --- themselves, their---theirs, personal representatives and assigns hereby covenant to pay; and the said Mortgagee, its successors or assigns or John C. North its or their said attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

And the said Susie A. Burris and Wilmer Neavitt Rice, Mortgagors, for---themselves, their-- personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on hereby the mortgaged property and to the amount of at least its insurable value in dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of its lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

VIRGINIA S. WHITE

(SUSIE A. BURRIS (SEAL)
(Susie A. Burris)
(WILMER NEAVITT RICE (SEAL)
(Wilmer Neavitt Rice)

STATE OF MARYLAND, QUEEN ANNE'S --- COUNTY TO WIT:

I Hereby Certify, that on this 25th day of July, in the year

nineteen hundred and sixty before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Susie A. Burris and Wilmer Neavitt Rice, the Mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their act. At the same time also appeared John C. North, President of The Liberty Bank, of Easton, Maryland, the within-named mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is legally authorized to make this affidavit.

Witness my hand and notarial seal the day and year last above written.

NOTARY
PUBLIC
SEAL

VIRGINIA S. WHITE
Notary Public
Virginia S. White
My commission expires May 1, 1961.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the aforesaid is truly taken and copied from Liber T.S.P. No. 55, folio 543, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 15th day of January in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
CLERK

Filed Jan. 15, 1963

CERTIFIED COPY OF BOND
Filed Jan. 15, 1963

Queen Anne's County, to wit: Be it remembered that on this Fifteenth day of January in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN C. NORTH of Talbot County, State of Maryland, as principal; and the United States Fidelity and GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND DOLLARS (\$6,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by those presents, sealed with our seals and dated this 15th day of January, 1963;

WHEREAS, the above bounden John C. North, by virtue of the power contained in a mortgage from Susie A. Burris, widow, and Wilmer Rice, single, to The Liberty Bank, Easton, Maryland, mortgagee, (now known as Union Trust Company of Maryland, successor in interest to The Liberty Bank, Easton, Maryland, as a result of merging of said Bank and Trust Company) said mortgage bearing date July 25, 1960, and recorded in Land Liber Queen Anne's County T.S.P. No. 55, folio 543, etc., is about to sell a part of the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John C. North, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of:

VIRGINIA S. WHITE

JOHN C. NORTH (SEAL)
John C. North

UNITED STATES FIDELITY AND GUARANTY CO.

Attest:

VIRGINIA S. WHITE

By B. HACKETT TURNER
B. Hackett Turner, Jr.
ITS ATTORNEY-IN-FACT
Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Jan. 15, 1963

CHARLES W. CECIL, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I Hereby certify, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 187, a Bond Record for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court

Circuit
Court
Seal

for Queen Anne's County, this 15th day of January
in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed Jan. 15, 1963

NOTICE OF NEW BOND CHARGE
Filed Feb. 13, 1963

UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE 3, MARYLAND
(A Stock Insurance Company)
NOTICE OF NEW BOND CHARGE

Bond Number	71158-16-518-63	BOND FORM OR CHARACTER Attorney F/M
TO: Agent: (Name and Address)	Turner & Turner Centreville, Maryland	INSURED (All Fidelity Except OZ Individual) or Principal and Address John C. North Easton, Maryland
FROM (Branch Office)	Baltimore	EMPLOYEE AND POSITION, OBLIGEE, CASE OR ESTATE
PREMIUM PERIOD	FROM TO COMPLETION 1-18-63 1-18-64	John C. North, Atty. vs Susie Burris, et al
CONTRACT Performance Bond	** Line *AMOUNT 16 \$6,000.00	PREMIUM Loca. P.F. Class CM. \$24.00 19 211
Labor and Materials		
Contract Price		
Maintenance Amt.		
" Terms, -Yrs.		
RENEWAL PROCEDURE	FS-11	Nature of Contract & Location, Co-Principal, Official Title
Indemnitor or Collateral Court & State	Circuit Court Queen Anne's Co., Md. Case #4512	Atty. - Principal Date: 1-31-63

*Contract Bonds, 3-D or Blanket Crime Policies—Details shown for accounting and
statistical purposes. Premiums appears in spaces to right of amounts.

**Indicate 3-D, or BC (Blanket Crime)
Remarks.

Filed Feb. 13, 1963

REPORT OF SALE
Filed Feb. 13, 1963

REPORT OF SALE

Star-Democrat Print, Easton, Md.

John C. North,
Attorney named in Mortgage
Easton, Maryland

vs.
Susie A. Burris and
Wilmer Neavitt Rice,
Centreville, Maryland

)
) IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
)
) In Equity
)
) No. 4512
)

To the Honorable Judge of the Circuit Court for said County:

The report of John C. North, Attorney named in mortgage from Susie
A. Burris and Wilmer Neavitt Rice, to The Liberty Bank, Easton, Maryland (said mortgage
now being owned by Union Trust Company as successors in title as a result of a merger
of said Bank and Trust Company), the mortgage being dated July 25, 1960, and recorded
in Liber T.S.P. No. 55, folio 543, a Land Record Book of Queen Anne's County, Maryland,
shows that after giving Bond, with security, for the faithful discharge of the trust,
and having given twenty-one day's notice of the time, place, manner and terms of sale,
by advertisement in the Queen Anne's Record and Observer, a paper published and printed
in Queen Anne's County, he did, pursuant to said note, attend the place of sale on the
9th day of February in the nineteen hundred and sixty-three at 2-- o'clock PM., and
then and there proceeded to sell the property mentioned in said advertisement all and

singular the following two pieces, parcels or lots of land and premises now consisting of one tract of land and described in said mortgage as Parcel No. 1 and Parcel No. 2, viz: PARCEL NO. 1:

All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the Southwest side of Chesterfield Avenue, a street or road leading from the Town of Centreville to Centreville Landing, bounded on the Northwest by the road or lane binding on the property of or formerly of George W. Gibson; on the Southeast and by said road or lane wxtended; on the Northeast by said Chesterfield Avenue and on the two remaining sides by the property of, or formerly of Clayton Wright and Zadoc R. Collins, co-partners, trading as Wright & Collins and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same on Chesterfield Avenue at a point where the land hereby conveyed corners with said road or lane, binding as aforesaid, the property of said George W. Gibson and running thence with said road or lane and with an extension thereof S. 44° 45' W. 200 feet to a concrete block; thence S. 45° E. 50 feet to a concrete block; thence 44° E. 200 feet to the Southwest edge of Chesterfield Avenue and thence with said Chesterfield Avenue N. 45° W 50 feet to the place of beginning, containing 10,000 square feet of land, more or lass.

PARCEL NO. 2:

All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, about 2/3 of a mile from the limits of the Town of Centreville and lying back in a Southwesterly direction from the Public Road leading from Centreville into Corsica Neck and describes as follows: BEGINNING at a point where the land hereby conveyed corners with the intersection of the land or right-of-way leading from Chesterfield Avenue between the land formerly of George W. Gibson, now of Herbert W. Moore, and the land formerly owned by William Spencer with a road dividing the land hereby conveyed from said lot formerly of William Spencer at a point 30 feet in a Southwesterly direction from the said lot formerly of William Spencer and running thence S. 44° 45' W. by and with said lane or right-of-way leading from Chesterfield Avenue, a distance of 191 feet; thence in a Southeasterly direction a distance of 50 feet; thence No. 44° 45' East by and with the land of Nannie M. Wright, et al, formerly owned by Wright & Collins, a distance of 191 feet; thence in a Northwesterly direction, a distance of 50 feet to place of beginning, containing 9550 square feet of land and being the same and all of the land which was conveyed unto Daniel Stewart by Wright & Collins, et al by deed dated July 10, 1917, recorded in Liber WFW, No. 10, folio 451, a Land Record Book of Queen Anne's County, Maryland.

The two parcels of land above described are the identical lands which were conveyed unto the said Susie A. Burris and Wilmer Neavitt Rice as Joint tenants by deed dated July 25, 1960, from B. Lyle Appleford, Jr., and others and duly of record among the Land Record Books for Queen Anne's County, Maryland.

And sold the same to Susie A. Burris, she being then and there the highest bidder therefor, at the sum of Sixty-one hundred dollars (\$6100.00)----- and said purchaser has complied with the terms of sale

Respectfully submitted

JOHN C. NORTH
Attorney named in Mortgage.

STATE OF MARYLAND, TALBOT COUNTY, Sct.:

On the 9th day of February, A.D. 1963, personally appeared before me, a Notary Public of the State of Maryland, in and for TALBOT County, John C. North, the Attorney named in the above report of sale, and made oath, in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

NOTARY
PUBLIC
SEAL.

MARY L. NORTH (SEAL)
(Mary L. North)
(Notary Public)

Filed Feb. 13, 1963

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed Feb. 13, 1963

ATTORNEY'S SALE
of Valuable

REAL ESTATE

SITUATED IN THE TOWN OF CENTREVILLE
QUEEN ANNE'S COUNTY, MD.

Under and by virtue of power and authority contained in a certain mortgage from Susie A. Burris and Wilmer Neavitt Rice to The Liberty Bank, Easton, Maryland (said mortgage now being owned by Union Trust Company as successor in title as a result of a merger of said Bank and Trust Company), the mortgage being dated July 25, 1960, and recorded in Liber T.SP. No. 55, folio 543, a Land Record of Queen Anne's County, Maryland, default having occurred in the terms, covenants and conditions in said mortgage expressed, the undersigned attorney therein named will sell at public sale in front of the Court House door in Centreville, Maryland on

SATURDAY, FEB. 9, 1963
PROMPTLY AT 2 P.M.

All those two pieces, parcels or lots of land and premises now con-

sistuting one tract of land and described in the foregoing mortgage (as Parcel No. 1 and Parcel No. 2), by metes, bounds, courses and distances, located on Chesterfield Avenue and containing 19,550 square feet of land. BEING the identical lands which were conveyed unto the said Susie A. Burris and Wilmer Neavitt Rice as joint tenants by deed dated July 25, 1960, from B. Lyle Applefore, Jr., and others, duly recorded in Liber No. 543, one of the Land Record Books of Queen Anne's County.

IMPROVEMENTS

The improvements consist of a substantial two story cement block and frame dwelling house in excellent state of repair. The house consists of six rooms and bath including three bedrooms on the second floor; central heat - cellar under a part of the house.

TERMS OF SALE.

One-fourth cash on day of sale; one fourth in thirty days and balance in sixty days from date of sale or all cash at option of purchaser. Deferred payments will bear interest from day of sale and be secured to the satisfaction of the undersigned Attorney. Taxes and insurance adjusted to day of sale. Title papers and documentary stamps at expense of purchaser.

JOHN C. NORTH,
Attorney named in Mortgage.

OFFICE OF
THE EASTON STAR-DEMOCRAT

Easton, Md.

This is to certify that the annexed
ATTORNEY'S SALE
of valuable
REAL ESTATE

in the case of

SUSIE A. BURRIS & WILMER NEAVITT RICE

VS.

John C. North,
Attorney named Mortgage

was published in THE EASTON STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county once in each of Three successive weeks before the 9th day of February A.D. 1963.

The Easton Publishing Company
Publishers of THE EASTON STAR-DEMOCRAT

Per MURIEL W. DIETER

Filed Feb. 13, 1963

ORDER NISI ON SALE
Filed Feb. 13, 1963

John C. North, Attorney named in Mortgage Easton, Maryland	)	In The Circuit Court
vs.	)	for Queen Anne's County
Susie A. Burris and Wilmer Neavitt Rice, Centreville, Maryland	)	In Equity
	)	Cause No. <u>5412</u>

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by John C. North, Attorney named in Mortgage, be ratified and confirmed, on or after the 18th day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th day of March, 1963.

The report states the amount of sales to be \$6100.00.

CHARLES W. CECIL Clerk

Filed February 13, 1963

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

Filed Mar. 20, 1963

John C. North
Attorney named in Mortgage
Easton, Maryland
vs.
Susie A. Burris and
Wilmer Neavitt Rice
Centreville, Maryland

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4512

ORDERED, this 13th day of February, 1963, that the sale of the real property, made and reported in this cause by John C. North, Attorney named in Mortgage, be ratified and confirmed, on or after the 18th day of March, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th day of March, 1963.

The report states the amount of sales to be \$6100.00.

Filed: February 13, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 19, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify, that the Order nisi on sale in the case of John C. North, atty. vs. Susie A. Burris and Wilmer N. Rice--- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of February 1963 and the last insertion on the 7th day of March, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed Mar. 20, 1963

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF SALE
Filed Mar. 20, 1963

ATTORNEY'S SALE
OF VALUABLE REAL ESTATE
SITUATED IN THE TOWN OF CENTREVILLE
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of power and authority contained in a certain mortgage from Susie A. Burris and Wilmer Neavitt Rice to The Liberty Bank, Easton, Maryland, (said mortgage now being owned by Union Trust Company as successor in title as a result of a merger of said Bank and Trust Company), the mortgage being dated July 25, 1960, and recorded in Liber T.S.P. No. 55, folio 543, a Land Record Book of Queen Anne's County, Maryland, default having occurred in the terms, covenants and conditions in said mortgage expressed, the undersigned attorney therein named will sell at public sale in front of the Court House door in Centreville, Maryland, on

SATURDAY, FEBRUARY 9, 1963
Promptly at 2 P.M.

All and singular the following two pieces, parcels or lots of land and premises now consisting of one tract of land and described in said mortgage as Parcel No. 1 and Parcel No. 2, viz:

PARCEL NO. 1:

All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the Southwest side of Chesterfield Avenue, a street or road leading from the Town of Centreville to Centreville Landing, bounded on the Northwest by the road or lane binding on the property of or formerly of George W. Gibson; on the Southeast and by said road or lane extended; on the North-east by said Chesterfield Avenue and on the two remaining sides by the property of, or formerly of Clayton Wright and Zadoc R. Collins, co-partners, trading as Wright & Collins and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same on Chesterfield Avenue at a point where the land hereby conveyed corners with said road or lane, binding as aforesaid, the property of said George W. Gibson and running thence with said road or lane and with an extension thereof, S. 44° 45' W. 200 feet to a concrete block; thence S. 45° E. 50 feet to a concrete block; thence 44° E. 200 feet to the Southwest edge of Chesterfield Avenue and thence with said Chesterfield Avenue N. 45° W. 50 feet to the place of beginning, containing 10,000 square feet of land, more or less.

PARCEL NO. 2:

All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, about 2/3 of a mile from the limits of the Town of Centreville and lying back in a Southwesterly direction from the Public Road leading from Centreville into Corsica Neck and described as follows: BEGINNING at a point where the land hereby conveyed corners with the intersection of the lane or right-of-way leading from Chesterfield Avenue between the land formerly of George W.

Gibson, now of Herbert W. Moore, and the land formerly owned by William Spencer with a road dividing the land hereby conveyed from said lot formerly of William Spencer at a point 30 feet in a Southwesterly direction from the said lot formerly of William Spencer and running thence S. 44° 45' W. by and with said lane or right-of-way leading from Chesterfield Avenue, a distance of 191 feet; thence in a Southeasterly direction a distance of 50 feet; thence N. 44° 45' East by and with the land of Nannie M. Wright, et al, formerly owned by Wright & Collins, a distance of 191 feet; thence in a Northwesterly direction, a distance of 50 feet to place of beginning, containing 9550 square feet of land and being the same and all of the land which was conveyed unto Daniel E. Stewart by Wright & Collins, et al by deed dated July 10, 1917, recorded in Liber WFW, No. 10, folio 451, a Land Record Book of Queen Anne's County, Maryland.

The two parcels of land above described are the identical lands which were conveyed unto the said Susie A. Burris and Wilmer Neavitt Rice as Joint Tenants by deed dated July 25, 1960, from B. Lyle Appleford, Jr., and others and duly of record among the Land Record Books for Queen Anne's County, Maryland.

IMPROVEMENTS

The improvements consist of a substantial two story cement block and frame dwelling house in excellent state of repair. The house consists of six rooms and bath including three bedrooms on the second floor; central heat-cellar under a part of the house.

TERMS OF SALE

One-fourth cash on day of sale; one-fourth in thirty-days balance in sixty days from date of sale or all cash at option of purchaser. Deferred payments will bear interest from day of sale and be secured to the satisfaction of the undersigned Attorney. Taxes and insurance adjusted to day of sale. Title papers and documentary stamps at expense of purchaser.

JOHN C. NORTH
Attorney Named in Mortgage

Joseph Jackson, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorneys Sale of Valuable Real estate in the case of Susie A. Burris and Wilmer N. Rice to Liberty Bank, Easton.----- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of January 1963, and the last insertinn on the 7th day of February, 1963

THE QUEEN ANNES RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed Mar. 20, 1963

ORDER OF COURT FINALLY
RATIFYING SALE
Filed March 20, 1963

John C. North,
Attorney named in Mortgage)

vs.)

Sudie A. Burris and
Wilmer Neavitt Rice)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

In Equity

No. _____

Term, 19____

ORDERED by the Court, This 20th day of March, A.D. 1963, that the sale made and rreported by the Attorney aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary hving been shown, although due notice appears to have been given as required by the Order Nisi passed in said caase; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS J KEATING JR
Judge.

Filed March 20, 1963

AUDIT
Filed March 29, 1963

John C. North, Attorney
named in Mortgage

vs.

Susie A. Burris, et al

In The Circuit Court For
Queen Anne's County
In Equity

No. 4512

Audit

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of John C. North, Attorney named in Mortgage (and vendor) in this foreclosure proceedings; wherein it appears that after payment of the mortgage indebtedness and all costs in this proceeding there is a surplus, which was directed to be paid to Susie A. Burris and Wilmer Neavitt Rice, as joint tenants. The surplus appears to be in the sum of \$727.88.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report of sale, and the interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the several costs of publishing the notice of sale, the order nisi of sale and the audit nisi to be passed as to this audit, taxes for the year 1962 and the vendor's share of 1963 taxes, his fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, and the payment in full of said mortgage indebtedness including interest on the same.

Respectfully submitted,

J THOMAS CLARK
Auditor

March 29, 1963
Filed March 29, 1963

Cause No. 4512

The proceeds of the sale of real estate reported in this cause, in account with John C. North, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and Vendor of said land)

Cr.

1963 Feb 9	By proceeds of the sale of land, per report of said vendor, to wit:-----	\$6,100.00
	By interest on unpaid balance of purchase price, per state- ment of vendor, to wit:-----	55.00
	By gross proceeds of said sale, to wit:-----	<u>\$6,155.00</u>

Dr.

To John C. North, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$100.00	
2-His commissions for making said sale-----	<u>457.75</u>	\$557.75
To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Chas W. Cecil, Clerk-----	\$28.00	
2-Appearance fee of John C. North, Attorney -----	<u>10.00</u>	38.00
To do., for an amount due Turner & Turner, Agents, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:-----		24.00
To do., for an amount due Joseph Jackson, auctioneer, for crying said sale, per statement for same exhibited, to wit:-----		61.00
To do., for an amount due The Easton Publishing Co., for publishing the notice of said sale, per statement for same exhibited, to wit:-----		84.00
To do., for an amount paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-For publishing notice of sale-----	\$143.75	
2-For publishing order nisi of sale- <u>14.00</u>		157.75

March 29, 1963

J. THOMAS CLARK
Auditor

To do., for an amount due Royden N. Powell, Jr., Treasurer, for state and county taxes for the year 1962, in- cluding interest due thereon, on land sold in this cause, per statement exhibited, to wit:-----		88.88
To do., for an allowance for an amount due Vendor's share of 1963 state and county taxes, per statement exhibited, to wit:-----		9.44

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of -----	12.00	
To J. Thomas Clark, auditor, for stating this audit, the sum of -----	58.50	
To Union Trust Company of Maryland, successor to The Liberty Bank, Easton, Maryland, as payment in full of its mortgage foreclosed in this cause and interest to include sixty days after the sale in these proceedings, the sum of -----	4335.80	
To Susie A. Burris and Wilmer Neavitt Rice, as joint tenants, the balance or surplus proceeds of said sale, they being the mortgagors and owners of the equity in said mortgaged premises sold herein, the sum of -----	727.88	
	\$6155.00	\$6,155.00

J THOMAS CLARK

Auditor

March 29, 1963

Filed March 29, 1963

NISI RATIFICATION OF AUDIT
Filed March 29, 1963

NISI RATIFICATION OF AUDIT

John C. North, Attorney named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
VS.	(	In Equity
)	
Susie A. Burris and Wilmer Neavitt Rice	)	Cause No. <u>5412</u>

ORDERED, this 29th. day of March, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th. day of April, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 12th. day of April, 1963.

CHARLES W. CECIL Clerk

Filed March 29, 1963

CERTIFICATE
Filed April 2, 1963

John C. North, Attorney named in Mortgage	In The Circuit Court For Queen Anne's County In Equity
vs.	No. 4512
Susie A. Burris, et al	

Certificate

This is to certify that the undersigned auditor did on April 2, 1963, give notice to John C. North, Attorney named in Mortgage, Union Trust Company of Maryland, Susie A. Burris and Wilmer Neavitt Rice, parties to this cause, that he did on April 1, 1963, file his audit in the same and that unless exceptions to the same were filed before April 19, 1963, the same would be ratified by Court, said notice being required by Rule 595g, Maryland Rules of Procedure, and being by postal card sent by U. S. Mail.

J THOMAS CLARK
Auditor

Filed April 2, 1963

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed April 16, 1963

NISI RATIFICATION OF AUDIT

John C. North
Attorney Named in Mortgage
vs.
Susie A. Burris and Wilmer Neavitt
Rice

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4512

ORDERED, this 29th day of March, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of April, 1963, unless cause to the contrary thereof be previously shown, provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 12th day of April, 1963.

Filed March 29, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 16, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of John C. North, Attorney Vs. Susie A. Burris and Wimer Neavitt Rice, Cause # 4512--- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 12th day of April, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of April 1963, and the last insertion on the 11th day of April, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed April 16, 1963

FINAL ORDER OF RATIFICATION.
Filed July 22, 1963

JOHN C. NORTH, ATTORNEY

vs.

SUSIE A. BURRIS and
WILMER NEAVITT RICE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
IN CHANCERY

No.

FINAL ORDER OF RATIFICATION

ORDERED this 22nd day of July, A.D. 1963, by the Circuit Court for Queen Anne's County, Sitting in Equity, and by authority of the said Court, that the foregoing Report of the Auditor filed herein be, and the same is hereby Finally Ratified and Confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the Order Nisi passed in the above cause; and the Trustee is directed to pay accordingly with a due proportion of interest as has been or may hereafter be received.

J DEWEESE CARTER
JUDGE

Filed July 22, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-eighth day of September in the year nineteen hundred and sixty, the following BILL FOR SALE OF REAL ESTATE was filed for record, to wit:-

A. SPENCER WESSEL, ADMINISTRATOR	*	IN THE
Estate of George E. Wessel		
R. F. D. #3	*	
Chestertown, Maryland		
A. SPENCER WESSEL, INDIVIDUALLY	*	CIRCUIT COURT
KATHERINE B. WESSEL	*	
R. F. D. #3	*	
Chestertown, Maryland		
CHRISTINA W. LINDER	*	
WAYNE C. LINDER	*	FOR
3207 Bendale Avenue	*	
Richmond, Virginia	*	
DOROTHY W. SINCLAIR	*	
NORVAL SINCLAR	*	QUEEN ANNE'S COUNTY, MARYLAND
103 Caroline Street	*	
Elkton, Maryland	*	
CHARLES WESSEL	*	
ETHEL WESSEL	*	
Chestertown, Maryland	*	
VS.	*	
PERRY WESSEL	*	
DORIS WESSEL	*	IN EQUITY
Chestertown, Maryland	*	
PEARL WESSEL	*	
Rosewood State Training School	*	
Owings Mills	*	
Baltimore County, Maryland	*	NO. <u>4339</u>

BILL FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators, A. Spencer Wessel, Administrator of the Estate of George E. Wessel, A. Spencer Wessel, Individually, Katherine B. Wessel, Christina W. Linder, Wayne C. Linder, Dorothy W. Sinclair, Norval Sinclair, Charles Wessel, and Ethel Wessel, heirs-at-law of George E. Wessel, by Rogers & Skipp, their Solicitors, respectfully represent to this Honorable Court as follows:

1. That the said George E. Wessel died intestate on November 24, 1959, leaving surviving him the following heirs-at-law:
 - A. A brother, A. Spencer Wessel, R.S.D. #3, Chestertown, Maryland, who intermarried with Katherine B. Wessel.
 - B. A sister, Pearl Wessel, single, who is now hospitalized at Rosewood State Training School, at Owings Mills, Baltimore County, Maryland.
 - C. The child of Clarence Wessel, a brother, who was deceased at the time of the death of the said George E. Wessel, to wit: Christina W. Linder, residing at 3207 Bendale Avenue, Richmond Virginia, who intermarried with Wayne C. Linder.
 - D. The children of Henry Wessel, a brother, who was deceased at the time of the death of the said George E. Wessel, to wit. Perry Wessel, Chestertown, Maryland, who intermarried with Doris Wessel; Dorothy W. Sinclair, 103 Caroline Street, Elkton, Maryland, who intermarried with Norval Sinclair; and Charles Wessel, Chestertown, Maryland, who intermarried with Ethel Wessel.
2. That your Orator, A. Spencer Wessel, on December 8, 1959, was appointed Administrator of the Estate of George E. Wessel, by the Orphans' Court for Queen Anne's County.
3. That the said George E. Wessel left a personal estate of approximately \$ 150.00, and his debts amount to approximately \$787.90. His said personal estate is insufficient to pay his debts and the costs of administration.
4. That the said George E. Wessel, deceased, owned at the time of his death, a ninety (90) acre farm situate, lying and being on the Brown's Corner to Burrisville Road, near Burrisville, in the Third Election District of Queen Anne's County, Maryland, and more particularly described in a deed from William R. Horney, Trustee to George E. Wessel, dated August 6, 1942 and recorded among the Land Records for Queen Anne's County in Liber A.S.G. Jr. No. 6, Folio 361, etc., a certified copy of which is filed herewith as your Orators' "Exhibit No. 1".

TO THE END, THEREFORE:

A. That the aforementioned farm in the Third Election District of Queen Anne's County, be sold for the payment of said debts contracted by the decedent during his life, and for the payment of his funeral expenses and for any other indebted-

ness and the costs of these proceedings.

B. That Philip J. Skipp, Esq., of Court Street, Chestertown, Maryland, be appointed Trustee by this Honorable Court to make said sale for such purposes.

C. And for such other and further relief as this cause may require.

AND, as in duty bound, etc.

A. SPENCER WESSEL
A. Spencer Wessel, Administrator
Estate of George E. Wessel

A. SPENCER WESSEL
A. Spencer Wessel, Individually

CHRISTINA W. LINDER
Christina W. Linder

WAYNE C. LINDER, JR.
Wayne C. Linder

DOROTHY W. SINCLAIR
Dorothy W. Sinclair

NORVAL SINCLAIR
Norval Sinclair

CHARLES WESSEL
Charles Wessel

ETHEL WESSEL
Ethel Wessel

KATHERINE B. WESSEL
Katherine B. Wessel

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 6th day of July, 1960, before me, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared A. Spencer Wessel, Administrator of the Estate of George E. Wessel, deceased, and A. Spencer Wessel, Individually, and made oath in due form of law that the matters and facts set forth in the foregoing Bill for Sale of Real Estate are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

My commission expires: May 1-1961	NOTARY PUBLIC SEAL	<u>RUTH EMERSON</u> Notary Public
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DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1960, before me, a Notary Public of the District of Columbia, in and for _____ County, aforesaid, personally appeared Christina W. Linder and Wayne C. Linder, and made oath in due form of law that the matters and facts set forth in the foregoing Bill for Sale of Real Estate are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

My commission expires: My Commission Expires July 14, 1964	NOTARY PUBLIC SEAL	<u>BURNITA L. O'DAY</u> Notary Public
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STATE OF MARYLAND, COUNTY OF CECIL, to wit:

I HEREBY CERTIFY, that on this 12th day of August, 1960, before me, a Notary Public of the State of Maryland, in and for Cecio County, aforesaid, personally appeared Dorothy W. Sinclair and Norval Sinclair, and made oath in due form of law that the matters and facts set forth in the foregoing Bill for Sale of Real Estate are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

My commission expires: May 1, 1961	NOTARY PUBLIC SEAL	<u>SHIRLEY A. MERCER</u> Notary Public
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STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 26th day of July, 1960, before me, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Charles Wessel and Ethel Wessel, and made oath in due form of law that the matters and facts set forth in the foregoing Bill for Sale of Real Estate are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

RUTH EMERSON
Notary Public

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 21st day of July, 1960, before me, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared Katherine B. Wessel, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill for Sale of Real Estate are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

THELMA K. CLARK
Notary Public

Filed Sept. 27, 1960

* EXHIBIT NO. 1
Filed May 23, 1961

.....
#21,386. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixth day of August, in the year nineteen hundred and forty two, the following Deed was brought to be recorded, to wit:

One-one Dollar and One-Ten Cent
Int. Rev. Stamps. Endorsed G E W
8/6/42

One-Fifty Cent, One-Twenty Cent and
One-Ten Cent Recordation Tax Stamps.
Endorsed G E W 8/6/42

THIS DEED, made this sixth day of August, in the year nineteen hundred and forty-two, by and between William R. Horney, of Queen Anne's County, Maryland, Trustee as hereinafter set forth, party of the first part, and George E. Wessel, of said County and State, party of the second part.

WHEREAS, as will appear by reference to Chancery Cause No. 2014, a proceedings in the Circuit Court for Queen Anne's County, in Equity, entitled "Katie Hurlock, vs. Wilbur W. Hurlock, et al.", J. Frank Harper, trustee in said cause, on November 12th, 1935, obtained an Order of said Court authorizing him to purchase with the funds of the corpus of the estate in said Cause the real estate hereinafter described at the bankrupt sale of Richard J. Walbert, which said property the said J. Frank Harper, trustee as aforesaid, duly purchased as will appear by his report in said Cause; and

WHEREAS, the said J. Frank Harper, trustee as aforesaid, departed this life on January 17th, 1937, and the said William R. Horney was duly appointed to succeed him in the execution of said trust and has duly qualified, and part of the corpus of said trust passing unto his hands consisted of the real estate hereinafter described as will appear by the fifth report of the said William R. Horney, trustee; and

WHEREAS, by an Order of said Court passed on the 18th day of May, 1942, in said cause, the said William R. Horney, trustee, was duly authorized, directed and empowered to sell at private sale unto George E. Wessel at and for the sum of \$825.00, the tract of land hereinafter described, and to convey the same upon the full payment of the purchase price; and

WHEREAS, the said Trustee sold said tract of land on May 19th, 1942, unto the said George E. Wessel at and for the sum of \$825.00 at private sale as will appear by reference to his Report of Sale filed on said date in said Cause; and

WHEREAS, the said George E. Wessel has made payment of the whole purchase money to the said Trustee for said property and is now intitled to a deed to said property, said sale, after due publication of the Order Nisi, having been finally ratified and confirmed by said Court by its order dated July 27th, 1942.

NOW, THEREFORE, THIS DEED WITNESSETH: That, in consideration of the premises and of the said sum of Eight Hundred and Twenty-five Dollars (\$825.00), the receipt of which is hereby acknowledged, the said William R. Horney, trustee as aforesaid, does hereby grant and convey unto the said George E. Wessel, his heirs and assigns, all the right and title of all the parties to the aforesaid Cause, and free, clear and discharged from the claims of all parties having an interest in the trust estate created by the original decree in the aforesaid cause, and of those claiming by, from or under them, or any of them, in and to the following described real estate, to wit:

ALL that tract of land or farm known as "Upper Heathworth" or "The Coon Box Farm"; situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing Ninety (90) Acres of land, more or less.

Being the same land conveyed unto the said J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock et al., Chancery No. 2014" by two deeds of conveyance, one from William R. Horney, Trustee of Richard J. Walbert, Bankrupt, and the other from Mary E. Walbert, wife of Richard J. Walbert, each deed bearing date January 11th, 1936, and respectively recorded among the land records of Queen Anne's County in Liber W.H.C. 2-A, folios 387 and 389, etc., to which said deeds and the refer-

ence therein contained, reference is hereby specially made.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said George E. Wessel, his heirs and assigns, forever in fee simple.

AS WITNESS my hand and seal the day and year first above written.

TEST:-

ANNA H. RHODES
Anna H. Rhodes

WILLIAM R. HORNEY (SEAL)
William R. Horney,
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this sixth day of August, in the year nineteen hundred and forty-two, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William R. Horney, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.," -Chancery No. 2014, as above set forth, and acknowledged the foregoing DEED to be his act.

Witness my hand and Notarial Seal.

ANNA H. RHODES
Anna H. Rhodes
Notary Public.

NOTARY
PUBLIC
SEAL.

My commission expires: MY COMMISSION EXPIRES MAY 3rd, 1943

MY COMMISSION EXPIRES MAY 3rd, 1943

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber A.S.G.Jr. , No. 6, folio 361, a Land Record Book for Queen Anne's County.

Circuit
Court

Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 22nd day of May in the year nineteen hundred and sixty-one.

T SORDEN PIPPIN
Clerk

SUBPOENA TO BE SERVED
Filed Oct. 4, 1960

(EQUITY SUBPOENA)

Seal's Place

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Pearl Wessel
Rosewood State Training School
Owings Mills, Baltimore County, Maryland,

GREETING:

We commend and enjoin you that you do within the time limited by law beginning on the first Monday of October next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of A. Spencer Wessel, Administrator Estate of George E. Wessel, R.F.D. #3, Chestertown, Maryland, A. Spencer Wessel, Individually, Katherine B. Wessel, R.F.D. #3, Chestertown, Maryland, Christina W. Linder and Wayne C. Linder, 3207 Bendale Avenue, Richmond, Virginia, Dorothy W. Sinclair and Norval Sinclair, 103 Caroline Street, Elkton, Maryland, and Charles Wessel and Ethel Wessel, Chestertown, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeest Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of May, 1960.

Issued the 27th. day of September, 1960.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Rogers & Skipp

THOMAS SORDEN PIPPIN, Clerk

Address Chestertown, Maryland

Telephone 400 Chestertown

And on the back of the foregoing Subpoena is the following endorsement, to wit:

SUMMOND Pearl Wessel INCOM. THIS 29th DAY OF Sept 1960 BY READING SUB. PET. AFFDT. TO Pearl Wessel, INCOM. AN A COPY OF SUB. PET. AFFDT. LEFT WITH Pearl Wessel INCOM. AN A COPY OF SUB. PET. AFFDT. LEFT WITH Dr. Mordly SUPT. OF Rosewood State Training School WHERE PEARL WESSEL INCOM. IS NOW CONFINED

GILBERT G. MILLER
SHERIFF

Cost
\$4.00

SUBPOENA TO BE SERVED
Filed Oct. 10, 1960

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Perry Wessel
Doris Wessel
Chestertown, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of October next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of A. Spencer Wessel, Administrator Estate of George E. Wessel, R.F.D. #3, Chestertown, Maryland, A. Spencer Wessel, Individually, Katherine B. Wessel, R.F.D. #3, Chestertown, Maryland, Christina W. Linder and Wayne C. Linder, 3207 Bendale Avenue, Richmond, Virginia, Dorothy W. Sinclair and Norval Sinclair, 103 Caroline Street, Elkton, Maryland, Charles Wessel and Ethel Wessel, Chestertown, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of May, 1960.

Issued the 27th. day of September, 1960.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Rogers & Skipp

T SORDEN PIPPIN, Clerk

Address Chestertown, Maryland
Phone -400 Chestertown

And on the back of the foregoing Subpoena is the following endorsement, to wit:

Served by delivering a copy of the Summons to Perry Wessel and Doris Wessel, and by leaving a copy of the Bill of Complaint with each of them.

BARTUS O. VICKERS
Sheriff Kent County

PETITION FOR APPOINTMENT OF GUARDIAN *
AD LIPEM & ORDER OF COURT *
Filed Nov. 14, 1960 *
A. SPENCER WESSEL, ADMINISTRATOR *
Estate of George E. Wessel *
R.F.D. #3 *
Chestertown, Maryland *
A. SPENCER WESSEL, INDIVIDUALLY *
KATHERINE B. WESSEL *
R.F.D. #3 *
Chestertown, Maryland *
CHRISTINA W. LINDER *
WAYNE C. LINDER *
3207 Bendale Avenue *
Richmond, Virginia *
DOROTHY W. SINCLAIR *
NORVAL SINCLAIR *

IN THE

CIRCUIT COURT

FOR

QUEEN ANNT'S COUNTY, Md.

103 Caroline Street
Elkton, Maryland

CHARLES WESSEL
ETHEL WESSEL
Chestertown, Maryland

VS.

PERRY WESSEL
DORRIS WESSEL
Chestertown, Maryland

PEARL WESSEL
Rosewood State Training School
Owings Mills
Baltimore County, Maryland

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In Equity
No. 4339

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

The Petition of A. Spencer Wessel, one of the Complainants herein and next friend of Pearl Wessel, by Rogers and Skipp, his Solicitors, respectfully represents unto your Honor:

1. That the said Pearl Wessel is a person under disability by reason of mental incapacity, and is presently hospitalized at the Rosewood Training School, and cannot answer and defend the suit for herself.

Your Petitioner therefore prays your Honor to appoint a guardian ad litem, to appear and answer for said Pearl Wessel.

AND, as in duty bound, etc.

ROGERS & SKIPP

By: PHILIP J SKIPP
Philip J. Skipp
Solicitors for A. Spencer Wessel

STATE OF MARYLAND,

COUNTY OF KENT, to wit:

I HEREBY CERTIFY that on this 14th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, personally appeared Philip J. Skipp, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

THELMA K. CLARK
Notary Public

Filed Nov. 14, 1960

ORDER OF COURT
Filed Nov. 14, 1960

A. SPENCER WESSEL, ADMINISTRATOR
Estate of George E. Wessel
R.F.D. #3
Chestertown, Maryland

A. Spencer Wessel, INDIVIDUALLY
KATHERINE B. WESSEL
R.F.D. #3
Chestertown, Maryland

CHRISTINE W. LINDER
WAYNE C. LINDER
3207 Bendale Avenue
Richmond, Virginia

DOROTHY W. SINCLAIR
NORVAL SINCLAIR
103 Caroline Street
Elkton, Maryland

CHARLES WESSEL
ETHEL WESSEL
Chestertown, Maryland

VS.

PERRY WESSEL
DORRIS WESSEL
Chestertown, Maryland

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IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY MD.

PEARL WESSEL
 Rosewood State Trailing
 Owings Mills
 Baltimore, County, Maryland

*
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IN EQUITY
 No. 4339

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is ORDERED, this 14th day of November, 1960, by the Circuit Court for Queen Anne's County, in Equity, that Anthony Libersky, Esq. be, and is hereby, appointed guardian ad litem to appear and answer for Pearl Wessel, a person under disability, Defendant in the above Cause.

THOS J KEATING, JR.
 Judge

Filed Nov. 14, 1960

ANSWER OF GUARDIAN AD LITEM
 Filed Nov. 21, 1960

A. SPENCER WESSEL, ADMINISTRATOR
 Estate of George E. Wessel
 R.F.D. #3
 Chestertown, Maryland

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IN THE

A. SPENCER WESSEL, INDIVIDUALLY
 KATHERINE B. WESSEL
 R.F.D. #3
 Chestertown, Maryland

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CIRCUIT COURT

CHRISTINA W. LINDER
 WAYNE C. LINDER
 3207 Bendale Avenue
 Richmond, Virginia

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FOR

DOROTHY W. SINCLAIR
 NORVAL SINCLAIR
 103 Caroline Street
 Elkton, Maryland

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QUEEN ANNE'S COUNTY, MD.

CHARLES WESSEL
 ETHEL WESSEL
 Chestertown, Maryland

*
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VS.

*

IN EQUITY

PERRY WESSEL
 DORIS WESSEL
 Chestertown, Maryland

*
 *

No. 4339

PEARL WESSEL
 Rosewood State Training School
 Owings Mills
 Baltimore County, Maryland

*
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ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Pearl Wessel, by Anthony Libersky, guardian ad litem, duly appointed by Order of this Honorable Court, to the Bill of Complaint of A. Spencer Wessel, Administrator, et al, exhibited against her in this Court, respectfully says:

That the Defendant, Pearl Wessel, being a person under disability, cannot admit any of the matters and things in said Bill alleged, and submits her rights thereunder to the protection of this Court.

AND, as in duty bound, etc.

ANTHONY LIBERSKY
 Guardian ad litem

I hereby certify that a copy of the foregoing answer was left at the office of Rogers & Skipp, solicitors for plaintiff on the 18th day of November, 1960.

ANTHONY LIBERSKY

Filed Nov. 21, 1960

ANSWER
 Filed Nov. 21, 1960

A. SPENCER WESSEL, ADMINISTRATOR
 Estate of George E. Wessel
 R.F.D. #3
 Chestertown, Maryland

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IN THE

S. SPENCER WESSEL, INDIVIDUALLY
KATHERINE B. WESSEL
R.F.D. #3
Chestertown, Maryland

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CIRCUIT COURT

CHRISTINA W. LINDER
WAYNE C. LINDER
3207 Bendale Avenue
Richmond, Virginia

*
*

FOR

DOROTHY W. SINCLAIR
NORVAL SINCLAIR
103 Caroline Street
Elkton, Maryland

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*

QUEEN ANNE'S COUNTY, MARYLAND

CHARLES WESSEL
ETHEL WESSEL
Chestertown, Maryland

*
*

VS.

PERRY WESSEL
DORIS WESSEL
Chestertown, Maryland

*
*
*

IN EQUITY

PEARL WESSEL
Rosewood State Training School
Owings Mills
Baltimore County, Maryland

*
*

No. 4339

ANSWER

Perry Wessel, a defendant in the above entitled case, for Answer to the Bill of Complaint against him exhibited says:

That he admits the allegations contained in said Bill of Complaint, and consents to the passage of a Decree as prayed for.

PERRY WESSEL
Perry Wessel

I hereby certify that a copy of the foregoing Answer was left at the office of Rogers & Skipp, Solicitor for Plaintiffs, on the 4th day of October, 1960.

PERRY WESSEL
Perry Wessel

Filed Nov. 21, 1960

ANSWER
Filed Nov. 21, 1960

A. SPENCER WESSEL, ADMINISTRATOR
Estate of George E. Wessel
R.F.D. #3
Chestertown, Maryland

*
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IN THE

A. SPENCER WESSEL, INDIVIDUALLY
KATHERINE B. WESSEL
R.F.D. #3
Chestertown, Maryland

*
*

CIRCUIT COURT

CHRISTINA W. LINDER
WAYNE C. LINDER
3207 Bendale Avenue
Richmond, Virginia

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FOR

DOROTHY W. SINCLAIR
NORVAL SINCLAIR
103 Caroline Street
Elkton, Maryland

*
*

QUEEN ANNE'S COUNTY, MD.

CHARLES WESSEL
ETHEL WESSEL
Chestertown, Maryland

*
*

VS.

PERRY WESSEL
DORIS WESSEL
Chestertown, Maryland

*
*

IN EQUITY

PEARL WESSEL
Rosewood STATE Training School
Owings Mills
Baltimore County, Maryland

*
*

No. 4339

ANSWER

Doris Wessel, a defendant in the above entitled case, for Answer to the Bill of Complaint against her exhibited says:

That he admits the allegations contained in said Bill of Complaint, and consents to the passage of a Decree as prayed for.

DORIS WESSEL
Doris Wessel

I hereby certify that a copy of the foregoing Answer was left at the office of Rogers & Skipp, Solicitor for Plaintiffs, on the 4th day of October, 1960.

DORIS WESSEL
Doris Wessel

Filed Nov. 21, 1960

TESTIMONY
Filed May 23, 1960

A. SPENCER WESSEL, ADMINISTRATOR, Estate of George E. Wessel, R.D. #3, Chestertown, Maryland.	*	IN THE
	*	
A. SPENCER WESSEL, INDIVIDUALLY, KATHERINE B. WESSEL, R.D. #3, Chestertown, Maryland	*	
	*	CIRCUIT COURT
CHRISTINA W. LINDER, WAYNE C. LINDER, 32-7 Bendale Avenue, Richmond, Virginia.	*	
	*	FOR
DOROTHY W. SINCLAIR, NORVAL SINCLAIR, 103 Caroline Street, Elkton, Maryland.	*	
	*	QUEEN ANNE'S COUNTY
CHARLES WESSEL, ETHEL WESSEL, Chestertown, Maryland.	*	
	*	MARYLAND
VS.	*	
PERRY WESSEL, DORIS WESSEL, Chestertown, Maryland.	*	IN
	*	EQUITY
PEARL WESSEL, Rosewood Training School Owings Mills, Baltimore County, Maryland.	*	NO. 4339

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause being at issue, and notice having been given by the Solicitor for the Petitioners of a desire to take testimony in the same, and notice having been given to the Guardian ad Litem appointed in this case, as well as to the Defendants, of a desire to take testimony in the same, I, B. HACKETT TURNER, JR., Standing Examiner of said Court, assigned Wednesday, May 17, 1961, at 8:00 P.M., E.S.T., at the law offices of Turner & Turner, at 109 Lawyers Row, in Centreville, Maryland, as the time and place for the examination of witnesses in said cause, at which last mentioned time and place I attended, and proceeded in the presence of the Solicitor for the Petitioners to take the following depositions:

Filed May 23, 1961

A. Spencer Wessel, a witness of lawful age, being duly sworn, deposes and says:

Questions by the Examiner:

Q: Please state your name, your age, and your residence.

A: Albert Spencer Wessel, 59, Chestertown, Maryland.

Questions by Mr. Skipp:

Q: You are the Administrator of the estate of your brother, George E. Wessel, are you not?

A: Yes, sir.

(NOTE: Certified copy of Letters of Administration filed herewith and submitted as Plaintiff's Exhibit "A".)

Q: Who are the heirs of the George E. Wessel estate?

A: There is a sister, Pearl Wessel, who is now at Rosewood Training School. There is myself, A. Spencer Wessel. There's Christina W. Linder, the only child of our deceased brother, Clarence Wessel. Then, there is Perry Wessel, and Dorothy W. Sinclair, and Charles Wessel, the children of Henry Wessel, another deceased brother.

Q: What personal estate did your deceased brother leave?

A: I have gotten Two Hundred and Twenty-five (\$225.00) Dollars from the Veterans Administration and Three Hundred Thirty-three Dollars and Sixteen Cents (\$333.16) for his one-half interest in a house trailer. That makes Five Hundred Fifty-eight Dollars and Sixteen Cents (\$558.16). He also had some farm equipment appraised at Forty (\$40.00) Dollars and a Ford half-ton pick-up truck appraised at Two Hundred (\$200.00) Dollars. But none of the farm equipment can be sold, and it has all gone to pieces. The Ford pick-up truck does not have a title, and I haven't been able to sell it. I know that I can't get any more than Fifty (\$50.00) Dollars for the truck and nothing for the farm equipment.

Q: Actually, you won't get much more than Six Hundred Dollars (\$600.00) in the personal estate, will you?

A: No, sir. I can't get any more than Six Hundred or Six Hundred and Ten (\$600.00 or \$610.00) Dollars.

Q: Is this amount sufficient to pay all of his debts and the costs of administration?

A: No, sir. His debts will be about Eleven Hundred and Fifty-three Dollars and Forty Cents (\$1153.40).

Q: How do you arrive at that figure of Eleven Hundred and Fifty-three Dollars and Forty Cents (\$1153.40)?

A: Well, I have this list which shows the expenses.

(NOTE: Copy of list of expenses filed herewith and submitted as Plaintiff's Exhibit "B".)

Q: That will leave you a substantial deficit, will it not?

A: Yes, sir, that's right.

Q: What other assets did your brother have?

A: At the time he died, he owned a ninety-acre farm near Burrisville, in the Third Election District of Queen Anne's County. He got this in August, 1942, from Judge Horney, by a Deed recorded among the Land Records for Queen Anne's County, in Liber A. S.G. Jr., No. 6, folio 361.

(NOTE: Certified copy of said deed filed herewith and submitted as Plaintiff's Exhibit "C".)

Q: How many tillable acres are there on this farm, and would you please describe them?

A: Well, there are sixty-six clear acres and the rest is wooded, and about all I can say about the land, is that I saw a good crop of soy beans on there at one time.

Q: Was that in recent years?

A: Well, maybe four or five years ago.

Q: Go ahead, what else could you say about the land?

A: Well, I heard my late brother say that he had raised good crops of corn there.

Q: Described the buildings on the farm and their condition?

A: The house is not much, and there is a good implement shed, and that's about all.

Q: In your opinion, what is the value of this farm?

A: Well, it is assessed at Thirty-five (\$3500.00) Dollars, but I think it might bring about eight or ten thousand dollars.

Q: And do you feel that it is necessary to sell this farm, in order to raise money to pay the debts of George E. Wessel, in the course of administering his estate?

A: Yes, sir.

Q: And it would be to the best interest and advantage of all the heirs, would it not, to have this property sold, the debts then paid, and then have the money distributed to them?

A: Yes, sir.

Q: How do the other heirs feel about such a sale?

A: They are in favor of it, because the farm would have to be sold, anyway, to have to come out.

Q: And you wish a trustee to be appointed to make such a sale, do you not?

A: Yes, sir.

General Interrogatory Propounded.

Answer: No.

ALBERT SPENCER WESSEL
A. Spencer Wessel

John W. Powell, a witness of lawful age, being duly sworn, deposes and says:

Questions by the Examiner:

Q: Would you please state your name, your age, and your address?
 A: John W. Powell, Church Hill, Maryland, 67 years old.

Questions by Mr. Skipp:

Q: Did you know the lat George E. Wessel?

A: I did.

Q: Do you know his Administrator, A. Spencer Wessel?

A: I do.

Q: Do you know what heirs that George E. Wessel left?

A: All I know is, he left a sister and a brother and also some children of a couple of dead brothers, Henry and one Clarence.

Q: Now, are you acquainted with the personal estate of George E. Wessel?

A: Yes, I was one of the appraisers, and all he had was a few pieces of farm equipment that were appraised at about Forty (\$40.00) Dollars or so. His pick-up truck we appraised at Two Hundred (\$200.00) Dollars, but because it didn't have a title and because it hasn't been sold yet, it wouldn't bring more than Seventy-five (\$75.00) Dollars now. I also know that Spencer got about Two Hundred and Twenty-five (\$225.00) Dollars from the Veterans Administration and about Three Hundred and Thirty-five (\$335.00) Dollars on the trailer. He couldn't get much more than Six Hundred and Fifty (\$650.00) Dollars in cash.

Q: Do you know what his debts are?

A: I know that his funeral bill was over Eight Hundred (\$800.00) Dollars and that he owned about Two Hundred (\$200.00) Dollars more and that it would cost him about another hundred and fifty to go through Orphans' Court.

Q: That would make about Eleven Hundred and Fifty (\$1150.00) Dollars in all?

A: Yes.

Q: Now, what other assets did George E. Wessel have at the time of his death?

A: Well, he had a ninety-acre farm near Burrisville, and I had seen him there and been on the farm many times.

Q: Would you please describe the tillable acres on this farm?

A: Yes, it has about 66 clear acres and the remaining land is woodland.

Q: In what kind of condition would you say the farm is?

A: Well, it has gotten in sort of bad physical shape, without nothing being done on it for the last few years, but it is nothing that can't be helped with a little fertilizer and stuff.

Q: What kind of condition are the buildings in?

A: Well, they're poor; they're poor. There is a right good she.

Q: What would be the value of this farm?

A: You're asking me something now, that it's difficult to answer.

Q: You appraised it for the Orphans' Court, did you not?

A: Yes, I did.

Q: Do you know what the appraisal is, over there at the Orphans' Court office?

A: Yes, Thirty-five Hundred (\$3500.00) Dollars.

Q: In your mind, then, with what you know of this farm, what do you say it is worth?

A: Well, I would say it would bring five or six thousand dollars.

Q: And do you think it is necessary to sell this farm, to pay the creditors of George E. Wessel?

A: I do.

Q: And do you think it is to the best interest and advantage of the other heirs, here, that this property be sold?

A: I do.

General Interrogatory Propounded.

Answer: No.

Edwin Walbert, a witness of lawful age, being duly sworn, deposes and says:

Questions by the Examiner:

Q: Please state your name, your age, and where you live.

A: Edwin Walbert, age 59, Church Hill, Maryland.

Questions by Mr. Skipp:

Q: Did you know the late George E. Wessel?

A: Yes, I did.

Q: Do you know his Administrator, A. Spencer Wessel?

A: Yes, I do.

Q: What do you know of any other heirs that George E. Wessel left upon his death?

A: Well, I know his brother, and I know of a sister, but I don't know the two dead brothers' children. Now, he's got a sister who's in the hospital and there's Spencer, and then there is Henry who died and left some children, and then there was Clarence, a brother who died and left a daughter. I don't know these children personally.

Q: Are you acquainted with the personal estate of George E. Wessel?

A: Yes, I was one of the appraisers, and, as Mr. Powell said, all there was, was a few pieces of farm equipment that we appraised, and I don't think that they would bring too much at a sale. We appraised the pick-up truck at Two Hundred (\$200.00) Dollars, but the truck didn't have a title, and I don't think it has been sold yet, and I don't think it would bring more than Seventy-five (\$75.00) Dollars, and I know that Spencer got about Two Hundred and Twenty-five Dollars (\$225.00) from the Veteran, and there was a trailer that George owned with a Mrs. Walls, and I think he got over Three Hundred (\$300.00) Dollars when they sold that.

Q: Do you know what the debts of the estate might be?

A: No, I don't know them all, but I do know that Edgar Lane buried George and the bill is over Eight Hundred (\$800.00) Dollars. Then, there were bills to people in Centerville, and I guess it will cost One Hundred and Fifty (\$150.00) Dollars to go through the Orphans' Court.

Q: Would you say that the debts of the estate might be almost Eleven Hundred and Fifty (\$1150.00) Dollars?

A: Yes, about that.

Q: What other assets did George E. Wessel have at the time of his death.

A: Well, I would go along with Mr. Powell on that. He had a farm near Burrisville that had about eighty-five or ninety or so acres.

Q: Have you had occasion to visit this farm?

A: Yes.

Q: What condition is the land in?

A: Well, I'm like Mr. Powell there; I think the land can be improved.

Q: Is it first-class land?

A: No.

Q: What buildings are on the place, and what condition are they in?

A: Well, there's a house and shed, and the house is in poor, or not very good shape, and the shed is in pretty good shape. The shed has been built within the last two or three years.

Q: In your estimation, what is the value of this farm?

A: Well, I'll go along with Mr. Powell on that - about five or six thousand dollars.

Q: And do you think that, under the circumstances, it is necessary to sell this farm, to pay the creditors of George E. Wessel?

A: Yes, sir.

Q: And do you think it is to the best interest and advantage of the heirs, to sell this farm at this time?

A: Yes.

General Interrogatory Propounded.

Answer: No.

No other witnesses being named or produced to me, I then, at the request of the Solicitor for the Petitioners, closed the depositions taken in said Cause, and herewith return them closed under my hand and seal this 23 day of May, 1961.

I hereby certify, that pursuant to General Equity Rule 580G, I remain in the same room with the witnesses throughout the taking of the above testimony; that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me, or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregularities or unusual circumstances in the taking of the testimony or the con-

duct of the proceedings.

Time: 50 minutes.

B. HACKETT TURNER JR (SEAL)
B. Hackett Turner, Jr.,
Examiner

STATEMENT OF COSTS

B. Hackett Turner, Jr., Examiner	\$ 10.00
Thelma K. Clark, Stenographer	<u>10.00</u>
	\$ 20.00

I hereby certify that the above statement of costs is correct.

B. HACKETT TURNER, JR. (SEAL)
B. Hackett Turner, Jr.,
Examiner

Filed May 23, 1961

PLAINTIFF'S EXHIBIT "A"
Filed May 23, 1961

PLAINTIFF'S EXHIBIT "A"

NOV 28 1960

Seal's
Place

THE STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, Sct:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of GEORGE E. WESSEL, late of Queen Anne's County, deceased, were on the 8th day of December, in the year of our Lord one thousand nine hundred and fifty - nine granted and committed unto A. Spencer Wessel who as then and there appointed ADMINISTRATOR of the said deceased, and that said letters are at this date in full force and effect.

Orphans'
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 8th day of December in the year of our Lord, nineteen hundred and fifty-nine.

Test:

E. CLYDE WALLS
Register of Wills for Queen
Anne's County

PLAINTIFF'S EXHIBIT "B"
Filed May 23, 1961

PLAINTIFF'S EXHIBIT "B"

A. SPENCER WESSEL, ADMINISTRATOR, ET ALS

IN THE CIRCUIT COURT

VS.

FOR QUEEN ANNE'S COUNTY

PERRY WESSEL, ET ALS

NO. 4339 EQUITY

List of Expenses
in

Estate of George E. Wessel

Edgar Lane - for funeral bill	\$ 835.00
J. O. Pippin, Jr., Centreville-for acct. rend.	63.60
Callahan's Appliance Store-for account rendered	3.00
Reliable Service Co.(at Callahan's)-for acct. rend.	2.80
Dr. Solon - for services rendered	3.00
Kent & Queen Anne's Hospital	13.50
Queen Anne's Record-Observer-Notice to Creditors	15.00
New Amsterdam Casualty Company-for bond premium	10.00
Queen Anne's County Treasurer - 1960 Taxes	57.57
Legal Costs and Administration Costs	<u>150.00</u>
Total expenses	<u>\$1,153.47</u>

* PLAINTIFF'S EXHIBIT "C"
Filed May 23, 1961

* Certified copy of deed recorded as "Exhibit No. 1" is recorded on page 557.

ADDITIONAL TESTIMONY
 Filed May 25, 1961

A. SPENCER WESSEL, ADMINISTRATOR, Estate of George E. Wessel, R.D. #3, Chestertown, Maryland.	*	IN THE
	*	
A. SPENCER WESSEL, INDIVIDUALLY, KATHERINE B. WESSEL, R.D. #3, Chestertown, Maryland.	*	CIRCUIT COURT
	*	
CHRISTINA W. LINDER, WAYNE C. LINDER, 3207 Bendale Avenue, Richmond, Virginia.	*	FOR
	*	
DOROTHY W. SINCLAIR, NORVAL SINCLAIR, 103 Caroline Street, Elkton, Maryland.	*	QUEEN ANNE'S COUNTY,
	*	
CHARLES WESSEL, ETHEL WESSEL, Chestertown, Maryland.	*	MARYLAND
	*	
VS.	*	
PERRY WESSEL, DORIS WESSEL, Chestertown, Maryland.	*	IN
	*	
PEARL WESSEL, Rosewood Training School, Owings Mills, Baltimore County, Maryland.	*	EQUITY
	*	
	*	NO. 4339

* * * * *

ADDITIONAL TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above Cause being at issue and notice having been given me by the Solicitor for the Petitioners of a desire to take additional testimony in the same, and notice to the Guardian ad Litem and Attorney for the Defendants having been given, I, B. Hackett Turner, Jr., Standing Examiner of said Court, assigned Thursday, May 25, 1961, at 3:30 P.M., D.S.T., at the Offices of Turner & Turner, as the time and place for the examination of a Plaintiff in said Cause, due notice having been given to the Solicitors for the respective parties, at which last mentioned time and place I attended, and proceeded in the presence of the Solicitor for the Petitioners to take the following depositions:

- - - - -

A. Spencer Wessel, a witness of lawful age, being duly sworn, deposes and says:

Questions by the Examiner:

Q: Please state your name, your age, and your residence.

A: A. Spencer Wessel, 59, Chestertown, Maryland.

Questions by Mr. Skipp:

Q: Mr. Wessel, your wife, Katherine B. Wessel, is also a plaintiff in this case. Could you tell us just what her age is?

A: Roughly, about 53.

Q: Is she in any way mentally incapacitated?

A: No, sir.

Q: What can you tell us about the ages of Christina W. Linder and also her husband, Wayne C. Linder?

A: Well, I know that they are both over twenty-one years of age.

Q: Are they in any way mentally incapacitated?

A: No, they are not.

Q: What are the ages of your niece, Dorothy W. Sinclair, and her husband, Norval Sinclair?

A: They're both about thirty years old, or one year one way or another.

Q: Is either one of them mentally incapacitated?

A: No, sir.

Q: How old is your nephew, Charles Wessel?

A: About thirty-four.

Q: How old is his wife, Ethel Wessel?

A: About thirty-two.

Q: Is either one of them mentally incapacitated?

A: No.

Q: How long has your sister, Pearl Wessel, been at the Rosewood Training School?

A: Oh, for about thirty-five years.

Q: She is entirely incapable of looking after her own affairs, is she not?

A: Yes, sir.

Q: That is why it was necessary to have Mr. Libersky appointed to look out for her interests, was it not?

A: Yes, sir.

Q: And any monies due from the sale of this property would have to be invested for her benefit, will they not?

A: Yes, sir.

Q: I might also ask you, what is the age of Perry Wessel?

A: Well, about thirty-six.

Q: How old is his wife, Doris Wessel?

A: Well, she's about thirty-four.

Q: Is either one of them mentally incapacitated?

A: No, sir!

Q: Mr. Wessel, all the parties to this action are over twenty-one years of age, are they not?

A: Yes, they are.

Q: And Pearl Wessel is the only one incapable of looking after her own affairs, is that not so?

A: That's right.

General Interrogatory Propounded.

Answer: No.

ALBERT SPENCER WESSEL
A. Spencer Wessel

No other witnesses being named or produced to me, I them, at the request of the Colicitor for the Petitioners, closed the depositions taken in said Cause, and herewith return same closed under my hand and seal this 25th day of May, 1961.

I hereby certify, that pursuant to General Equity Rule 580G, I remained in the same room with the witness through the taking of the above additional testimony; that in addition to the examination of counsel, I either examined the witness as indicated by questions asked by me, or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregularities or unusual circumstances in the taking of the additional testimony or the conduct of the proceedings.

Time: 15 minutes.

B. HACKETT TURNER JR (SEAL)
(B. Hackett Turner, Jr., Examiner)

STATEMENT OF COSTS

B. Hackett Turner, Jr., Examiner	\$ 10.00
Thelma K. Clark, Stenographer (No Charge)	_____
	\$10.00

I hereby certify that the above statement of costs is correct.

B. HACKETT TURNER, JR. (SEAL)
(B. Hackett Turner, Jr., Examiner)

Filed May 25, 1961

DECREE
Filed June 16, 1961

A. SPENCER WESSEL, ADMINISTRATOR,
Estate of George E. Wessel,
R.D. #3, Chestertown, Maryland

*
*

IN THE

A. SPENCER WESSEL, INDIVIDUALLY,
KATHERINE B. WESSEL,
R.D. #3, Chestertown, Maryland

*
*

CIRCUIT COURT

CHRISTINA W. LINDER,
WAYNE C. LINDER
3207 Bendale Avenue,
Richmond, Virginia.

*
*

DOROTHY W. SINCLAIR,
NORVAL SINCLAIR,
103 Caroline Street,
Elkton, Maryland.

*
*

FOR

CHARLES WESSEL,
ETHEL WESSEL,
Chestertown, Maryland.

*
*

QUEEN ANNE'S COUNTY

MARYLAND

VS.

PERRY WESSEL,
DORIS WESSEL,
Chestertown, Maryland.

*
*

IN

PEARL WESSEL,
Rosewood Training School,
Owings Mills, Baltimore County,
Maryland.

*
*

EQUITY

NO. 4339

* * * * *

DECREE

This cause standing ready for hearing, the proceedings were read and considered.

It is thereupon, this 16th day of June, 1961, by the Circuit Court for Queen Anne's County, in Equity, Adjudged, Ordered and Decreed, that the real estate of the late George E. Wessel, mentioned and described in these proceedings be sold, it appearing that the personal estate of said George E. Wessel is not sufficient to pay his just debts and the costs of the administration of his estate, and that Philip J. Skipp, Esq. of Kent County, State of Maryland, be, and he is hereby appointed Trustee to make said sale.

And it is further adjudged, ordered and decreed as follows:

1. That before proceeding to make the sale hereunder, the said Philip J. Skipp, Esq., Trustee, shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Seven Thousand (\$7,000.00) Dollars if corporate surety be given and double that amount if personal security be given, conditioned upon the faithful performance of the trust reposing in him by this Decree or to be reposed in him by any future decree or order in the premises.

2. That said Trustee shall then proceed to sell said real estate, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper published in Queen Anne's County, as he shall think proper, of the time, place and manner and terms of sale, which terms shall be one third cash, and the remaining two-thirds to be paid at the time of final ratification of said sale, or all cash at the option of the purchaser.

3. That in the event said Trustee is unable to obtain an adequate price for said property at public sale, he may withdraw said property from public sale and may proceed to sell said real estate at private sale and the terms also shall be one-third cash and the remaining two-thirds to be paid at the time of final ratification of said sale, or all cash at the option of the purchaser.

4. That as soon as convenient after such sale the Trustee shall return to this Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court shall pass the usual order nisi without which (and the due publication thereof) the sale hereinbefore directed to be made shall not become final.

5. That upon the final ratification of the said sale by this Court, and upon the payment of the whole purchase price (and not before) the said Trustee, by a good and sufficient deed to be executed and acknowledged by him agreeable to law, shall convey to the purchaser, his heirs and assigns, the real estate so sold him free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them.

6. And the said Trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale, the Trustee is directed to give notice to the creditors of George E. Wessel, deceased, to file their claims, with vouchers thereof, with the Clerk of this Court on or before the first day of October next.

THOS J KEATING JR.
Judge

CERTIFIED COPY OF BOND
Filed June 29, 1961

Queen Anne's County, to wit: Be it remembered that on this Twenty-Ninth day of June, in the year nineteen hundred and sixty-one, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, Philip J. Skipp, of Chestertown, Kent County, Maryland, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand (\$7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents; sealed with our seals and dated this 29th day of June, in the year one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Philip J. Skipp, by virtue of a decree of the Circuit Court for Queen Anne's County, Maryland, in Equity, bearing date the 16th day of June, 1961, passed in a cause in said Court wherein A. Spencer Wessel, Administrator, and others, were Plaintiffs, and Perry Wessel, et al, were Defendants, the above bounden Philip J. Skipp has been appointed Trustee with power and authority to sell the real estate in said cause mentioned.

NOW, the Condition of the above Obligation is such, That the above bounden Philip J. Skipp does and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

PHILIP J. SKIPP (SEAL)
Philip J. Skipp
(PRINCIPAL)

THELMA K. CLARK

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK

THELMA K. CLARK

By: A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Attorney
(SURETY)
Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved & Bond filed June 29, 1961

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 113, a Bond Record Book for Queen Anne's County.

Circuit Court Seal IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 29th day of June in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed Dec. 7, 1961

A. SPENCER WESSEL, ADMINISTRATOR,
Estate of George E. Wessel,
R.D. #3, Chestertown, Maryland

*
*

IN THE

A. SPENCER WESSEL, INDIVIDUALLY
KATHERINE B. WESSEL,
R.D. #3, Chestertown, Maryland

*
*

CIRCUIT COURT

CHRISTINA W. LINDER,
WAYNE C. LINDER,
3207 Bendale Avenue
Richmond, Virginia

*
*

FOR

DOROTHY W. SINCLAIR,
NORVAL SINCLAIR,
103 Caroline Street
Elkton, Maryland

*
*

QUEEN ANNE'S COUNTY

CHARLES WESSEL,
ETHEL WESSEL,
Chestertown, Maryland.

*
*

MARYLAND

VS.
PERRY WESSEL,
DORIS WESSEL,
Chestertown, Maryland

*
*

IN

EQUITY

NO. 4339

PEARL WESSEL,
Rosewood Training School
Owings Mills
Baltimore, County, Maryland

*
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* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Philip J. Skipp, Trustee appointed by a decree of this court, passed in the above entitled cause, dated the 16th day of June 1961, to make sale of certain real estate therein mentioned, respectfully shows:

(1) That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and the said decree, and giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Queen Anne's Record and Observer, a weekly newspaper published in Centreville, for more than three successive weeks preceding the day of sale, said trustee did, pursuant to said notice, at the court house in Centreville, Maryland, on the first day of August, 1961, at 11:00 A.M., offered at public sale to the highest bidder the real estate in the proceedings in said cause mentioned.

(2) That the highest bid made for said property was Sixty-Six Hundred Dollars, and the same being considered inadequate by said trustee, no sale thereof was made.

(3) That thereafter, on November 21, 1961, your trustee, through the efforts of Linwood C. Yates, Real Estate Broker sold said property, at private sale to Franklin S. Wharton and Frances F. Wharton, his wife of Centreville, Maryland, at and for the sum of Seventy-Six Hundred (\$7600.00) Dollars, said real estate being described as follows, to wit:

All that tract of land or farm known as "Upper Heathworth" or "The Coon Box Farm," situate, lying, and being in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing ninety (90) acres of land, more or less.

Being the same lands conveyed by William R. Horney, Trustee, to George E. Wessel by deed dated August 6, 1942, and recorded among the Land Records for Queen Anne's County in Liber A.S.G. Jr., No. 6, Folio 361, and which on the death of the said George E. Wessel, descended to his heirs at law.

(4) That the purchasers have paid Five Hundred Dollars to your trustee on account of the purchase price, and your trustee believes that, upon final ratification of this sale by this Honorable Court, the said purchasers will immediately pay the balance of the purchase price in cash.

(5) The Sum of \$456.00 Dollars is due to Linwood C. Yates, Real Estate Broker.

The report states the amount of sale to be Seventy-Six Hundred (\$7600.00) Dollars.

Respectfully submitted,

PHILIP J SKIPP
Philip J. Skipp, Trustee

STATE OF MARYLAND COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 6 day of December, 19__ before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared Philip J. Skipp, Trustee, and made oath in due form of law that the matters and facts et forth in the foregoing Report of Sale of Real Estate are true to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and notarial seal.

NOTARY
PUBLIC
SEAL

PATRICIA A. HENDLEY
Notary Public

Filed Dec. 1961

ORDER NISI ON SALE
Filed December 7, 1961

ORDER NISI ON SALE

A. Spencer Wessel, Administrator of Estate)
of George E. Wessel, S. Spencer Wessel,)
individually, Katherine B. Wessel,)
Christina W. Linder, Wayne C. Linder,)
Dorothy W. Sinclair, Norval Sinclair,)
Charles Wessel and Ethel Wessel,)
vs.)
Perry Wessel, Doris Wessel, and)
Pearl Wessel)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4339

ORDERED, this 7th. day of December, 1961, that the sale of the real property, made and reported in this cause by Philip J. Skipp, Trustee, be ratified and confirmed, on or after the 8th. day of January, 1962, unless cause to the con-

trary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 2nd. day of January, 1962.

The report states the amount of sales to be \$7600.00.

T. SORDEN PIPPIN Clerk

Filed December 7, 1961

CERTIFICATE OF PUBLICATION OF SALE
Filed Feb. 8, 1962

TRUSTEE'S SALE
OF
REAL ESTATE

On the Brown's Corner to Burrisville Road, near Burrisville, Queen Anne's County, Maryland, known as "Upper Heathworth" and "Coon Box Farm".

Under and by virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, the undersigned as Trustee, will offer for sale at Public Auction, in front of the Court House in Centreville, Maryland, on

TUESDAY, AUGUST 1, 1961

at 11:00 a.m. (Daylight Savings Time) the following described property:

All that tract of land or farm known as "Upper Heathworth" or "The Coon Box Farm," situate, lying, and being in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing ninety (90) acres of land, more or less. Being the same lands conveyed by William R. Horney, Trustee, to George E. Wessel by deed dated August 6, 1942, and recorded among the Land Records for Queen Anne's County in Liber A.S.G., Jr. No. 6, Folio 361, and which, on the death of the said George E. Wessel, descended to his heirs at law.

TERMS OF SALE: Immediate Possession-whole price may be paid in cash on day of sale, or one-third of purchase money shall be payable in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and be secured to the Trustee's satisfaction. Title papers and costs of recording Deed to be at purchaser's expense. Taxes will be prorated as of date of sale.

PHILIP J. SKIPP
Trustee in Chancery
Cause No. 4339

NOTICE TO CREDITORS

Pursuant to the Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 16th day of June, 1961, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of George E. Wessel, deceased, warning them to such claims, with proper vouchers therefor, with the Clerk of Court, at the Court House in Centreville, Maryland, on or before the 15th day of October, 1961, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate.

PHILIP J. SKIPP,
Trustee in Chancery
Cause No. 4339

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1962

THE QUEEN ANNE'S RECORD-AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case/estate of ---- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 1st day of August, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of July 1961, and the last insertion on the 29th day of July, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Feb. 8, 1962

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Feb. 8, 1962

ORDER NISI ON SALE

A. Spencer Wessel, Administrator
of Estate of George E. Wessel; S.
Spencer Wessel, individually;
Katherine B. Wessl; Christina W.
Linder, Wayne C. Linder; Dorothy
W. Sinclair; Norval Sinclair;
Charles Wessel and Ethel Wessell;

as required by the preceeding Order Nisi; and the said Philip J. Skipp, Trustee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers therefore to the auditor.

THOS J KEATING JR.
Judge

Filed Feb. 13, 1962

EXCEPTION TO CLAIM
Filed April 2, 1962

A. SPENCER WESSELL, ADMINISTRATOR,
Estate of George E. Wessell,
R.ED. #3, Chestertown, Maryland

*
*
*

IN THE

A. SPENCER WESSELL, INDIVIDUALLY,
KATHERINE B. WESSELL,
R.D. #3, Chestertown, Maryland

*
*

CIRCUIT COURT

CHRISTINA W. LINDER,
WAYNE C. LINDER,
3207 Bendale Avenue
Richmond, Virginia

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FOR

DOROTHY W. SINCLAIR,
NORVAL SINCLAIR,
103 Caroline Street
Elkton, Maryland

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*

QUEEN ANNE'S COUNTY

CHARLES WESSELL,
ETHEL WESSELL,
Chestertown, Maryland

*
*

MARYLAND

Vs.

*

IN

PERRY WESSELL,
DORIS WESSELL,
Chestertown, Maryland

*
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PEARL WESSELL,
Rosewood Traninin School
Owings Mills
Baltimore County, Maryland

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EQUITY

NO. 4339

* * * * *

EXCEPTION TO CLAIM

Now came A. Spencer Wessell, as Administrator of the Estate of George E. Wessell, A. Spencer Wessell, as an heir to the Estate of George E. Wessell and Philip J. Skipp, Trustee and except to the claim filed in this cause by Betty G. Walls for wages, for services performed for George E. Wessell from the period June 1, 1959 through November 12, 1959.

Respectfully submitted,

A SPENCER WESSEL
A. Spencer Wessell, Administrator

A. SPENCER WESSEL
A. SPENCER WESSELL, Heir

PHILIP J SKIPP
Philip J. Skipp, Trustee

I HEREBY CERTIFY that a copy of the foregoing Exception to Claim was served on Betty G. Walls at her place of business in Church Hill, Maryland on the 2nd day of April, 1962 at 11:00 o'clock. A M.

PHILIP J SHIPP
Philip J. Skipp

Filed April 2, 1962

AUDIT
Filed June 27, 1962

A. Spencer Wessel, Administrator,
et al.

vs.

Perry Wessel, et al

IN The Circuit Court For

Queen Anne's County In

Equity No. 4339

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Philip J. Skipp, Trustee, who was by decree of this court of June 16, 1961, appointed such trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is in the nature of a creditor's suit to pay the deceased's debts, his personal estate being insufficient.

2. That in the within account, said Trustee is charged with the total proceeds of said sale, and thereafter allowed all expenses, not personal, for which proper vouchers and receipts were produced, as well as, his commissions for acting as trustee, the charges of the real estate broker who sold the real estate sold in this cause, and the costs of stating this account. Although there is no separate charge for publishing the notice to creditor's, it is assumed that that charge is included in the costs of publishing the notice of sale, since the Notice to Creditors is appended to the Notice to or of Sale certificate filed in this cause.

3. After allowance of all claims filed in this cause, which includes the claim of Betty G. Walls, which was filed in the sum of \$840.00, and thereafter settled by payment of the sum of \$350.00, and whose release is filed as a part of this account and marked Exhibit A, the balance was directed to be distributed to the heirs at law of the said Geogee A. Wessel, deceased, who died intestate, after first directing the said trustee to pay the Maryland collateral inheritance tax on their respective interests, which were in each instance deducted from respective share payable to each of them. The inheritance tax due was directed to be paid to E. Clyde Walls, Register of Wills of Queen Anne's County, who as such is the collector of the same.

Respectfully submitted,

J THOMAS CLARK
Auditor

June 27, 1962

Filed June 27, 1962

Cause No. 4339

The proceeds of the sale of real estate reported in this cause, in account with Philip J. Skipp, Trustee, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1961
Nov. 21 By proceeds of the sale of land, per report of sale of
said vendor, to wit:-----\$7,600.00

Dr.

To Philip J. Skipp, Trustee (and vendor)
his commissions for making said sale,
per order of Court, to wit:-----\$530.00

To do., for court costs due in this cause,
per Clerk's statement exhibited, to wit:
1-Costs of T. Sorden Pippin, Clerk-----\$84.85
2-Appearance fee of Philip J. Skipp,
Attorney ----- 10.00
3-Fee of Anthony Libersky, Guardian
ad litem ----- 4.50
4-Costs of Sheriff of Kenty County----- .95
5-Costs of Sheriff of Baltimore County---- 4.00
6-Costs of B. Hackett Turner, Examiner---- 20.00
7-Costs of Thelma K. Clark, Steno.----- 10.00 134.30

To do., for an amount paid W. J. Barcus,
auctioneer, for crying unsuccessful
sale, per his receipt for same exhibited,
to wit:----- 35.00

To do., for an amount paid A. Parks Rasin, Jr.,
Agent, for the trustee's corporate surety
bond filed in this cause, per receipt for
same exhibited, to wit:----- 28.00

To do., for an amount paid Royden N. Powell, Jr.,
Treasurer, for the vendor's share of 1961
state and county taxes on the real estate
sold in this cause, per receipt for same
eshibited, to wit:----- 53.02

To do., for amount paid Queen Anne's Record-
Observer, per receipts exhibited, to wit:
1-Costs of publishing notice of sale -----\$38.50
2-Costs of publishing order nisi of
sale ----- 12.00 50.50

To do., for an amount paid Linwood C. Yates,
real estate broker, for selling said property
at private sale, per report of sale and
receipt exhibited, to wit:----- 456.00

J THOMAS CLARK
Auditor

June 27, 1962

To do., for an amount due Queen Anne's Record-
Observer for publishing the audit nisi to
be passed as to this account, the sum of----- 10.00

To J. Thomas Clark, auditor, for stating
this audit, the sum of----- 99.00

To balance to be carried forward for distribution
to creditors and respective owners----- 6204.18
\$ 7600.00 \$7,600.00

June 27, 1962

Auditor

Cr.

By balance carried forward for distribution to creditors
and then to respective owners----- \$6,204.18

Dr.

To Edgar L. Lane as payment in full of his
Claim filed in this cause, the sum of ----- \$585.00
To J. O. Pippin, Jr., as payment in full of
his claim filed in this cause, the sum of----- 63.60
To Betty G. Walls as payment in full of her
claim of \$840.00 filed in this cause, as
compromised, per release of claimant filed
herein and attached hereto as Exhibit A,
the sum of ----- 350.00
To Goodwill Fire Co., Inc., as payment in full
of its claim filed in this cause, the sum of----- 7.75
To Reliable Service Co and/or Callahan's
Appliance Store as payment in full of its
claim filed in this cause, the sum of----- 3.00
To balance to be carried forward for distribution
to the respective owners or heirs at law of
George E. Wessel, deceased, the sum of----- 5194.83
\$6204.18 \$6,204.18

June 27, 1962

J THOMAS CLARK
Auditor

Cause No. 4339

Cr.

By balance carried forward for distribution to respective
owners or heirs at law of George E. Wessel, the sum of ----- \$5,194.83

Dr.

To A. Spencer Wessel, a brother of George E.
Wessel, deceased, a 3/12 share of the
balance, or the sum of-----\$1298.71
Less the State of Maryland collateral
inheritance Tax of 7½% on same----- 97.40 \$1201.31
To Pearl Wessel, a sister of George E.
Wessel, deceased, a 3/12 share of the
balance, or the sum of -----\$1298.71
Less the State of Maryland collateral
inheritance tax of 7½% due on same----- 97.40 1201.31
To Christine W. Linder, only child and
only heir at law of Clarence Wessel,
a deceased brother of George E.
Wessel, deceased, a 3/12 share of the
balance, or the sum of -----\$1298.71
Less the State of Maryland collateral
inheritance tax of 7½% due on same----- 97.40 1201.31
To Perry Wessel, child and heir at law of
Henry Wessel, deceased brother of
George E. Wessel, deceased, a 1/12
share of the balance, or the sum of----- \$432.90
Less the State of Maryland collateral
inheritance tax of 7½% due on same----- 32.47 400.43
To Dorothy W. Sinclair, child and heir
at law of Henry Wessel, deceased
brother of George E. Wessel, deceased,
a 1/12 share of the balance, or the
sum of----- \$432.90
Less the state of Maryland collateral
inheittance tax of 7½% due on same 32.47 400.43

To Charles Wessel, child and heir at law of Henry Wessel, deceased brother of George E. Wessel, deceased, a 1/12 share of the balance, or the sum of---- \$432.90
 Less the State of Maryland collateral inheritance tax of 7½% due on same----- 32.47 400.43

To E. Clyde Walls, Register of Wills of Queen Anne's County, as payment in full to the State of Maryland of the collateral inheritance tax due by the respectibe heirs at law of George E. Wessel, deceased, on their interest inherited, the sum of ----- 389.61

\$5194.83 \$5,194.83

June 27, 1962

J Thomas Clark
Auditor

Filed June 27, 1962

For and in consideration of the sum of Three Hundred and Fifty (\$350.00) Dollars, receipt of which is hereby acknowledged, I, Betty Golda Walls, do hereby RELEASE Philip J. Skipp, Trustee in Chancery No. 4339, and A. Spencer Wessell, the Administrator of the Estate of George E. Wessel from any action, suit, claim or demand which I have on account of George E. Wessel, including my claim for services in care of George E. Wessel, previously filed as a claim for \$840.00 in the aforesaid proceedings.

WITNESS:

MARCY F. COLLIER

BETTY G. WALLS (SEAL)
Betty Golda Walls

STATE OF MARYLAND)
) to wit:
 QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 26th of June, 1962, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Betty Golda Walls, and acknowledged the foregoing Release to be her act.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

MARCY FOSTER COLLIER
Notary Public
My comm. exp. 5-6-63

Exhibit A

June 27, 1962

J Thomas Clark
Auditor

Filed June 27, 1962

NISI RATIFICATION OF AUDIT
Filed June 27, 1962

NISI RATIFICATION OF AUDIT

A. Spencer Wessel, Administrator of Estate of George E. Wessel, et al)
) In the Circuit Court
) for Queen Anne's County
 VS.)
) In Equity
 Perry Wessel, et al.)
 Cause No. 4339

ORDERED, this 27th. day of June, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th. day of July, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 13th. day of July, 1962.

T. SORDEN PIPPIN Clerk

Filed June 27, 1962

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF NISI RATIFICATION
OF AUDIT
Filed Oct. 3, 1963

NISI RATIFICATION OF AUDIT

A. Spencer Wessel, Administrator of Estate of George E. Wessel, et al
 vs.
 Perry Wessel, et al.

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4339

ORDERED, this 27th day of June; 1962, that the report and account filed in these proceedings, by J. Thomas Clark, Auditor, be ratified on or after the 20th day of July, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the 13th day of July, 1962.

T. SORDEN PIPPIN, Clerk

Filed June 27, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 27, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of A. Spencer Wessel, Administrator of Estate of George E. Wessel, et al vs. Perry Wessel, et al. Cause No. 4339 -- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 13 day of July, 1962, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of July 1962, and the last insertion on the 12 day of July, 1962.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Oct. 3, 1963

FINAL ORDER OF RATIFICATION
Filed Oct. 4, 1963

A. SPENCER WESSEL, ADMINISTRATOR,
Estate of George E. Wessel,
R.D. #3, Chestertown, Maryland

*
*
*

IN THE

A. SPENCER WESSEL, INDIVIDUALLY,
KATHERINE B. WESSEL,
R.D. #3 Chestertown, Maryland

*

CIRCUIT COURT

CHRISTINA W. LINDER,
WAYNE C. LINDER
3207 Bendale Avenue
Richmond, Virginia

*
*

FOR

QUEEN ANNE'S COUNTY

DOROTHY W. SINCLAIR,
NORVAL SINCLAIR,
103 Caroline Street
Elkton, Maryland

*

MARYLAND

CHARLES WESSEL
ETHEL WESSEL,
Chestertown, Maryland

*
*

IN

Vs.

PERRY WESSEL,
DORIS WESSEL,
Chestertown, Maryland

*
*

EQUITY

PEARL WESSEL,
Rosewood Training School
Owings Mills
Baltimore County, Maryland

*

NO. 4339

FINAL ORDER OF RATIFICATION

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 4th day of October, 1962, that the sale made and reported by Philip J. Skipp, Trustee, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and Philip J. Skipp, Trustee, a allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

THOS J KEATING, JR.
Judge

Filed Oct. 4, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-ninth day of January in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
VS	*	CIRCUIT COURT
Fil-Co., Incorporated	*	FOR
and	*	QUEEN ANNE'S COUNTY
Walter G. Gilman	*	Equity No. <u>4518</u>

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. ALLEN MEZGER
H. Allen Mezger, Attorney
named in Mortgage

Filed Jan. 29, 1963

MORTGAGE
Filed Jan. 29, 1963

#43,263 LIBER 51 PAGE 260
RECEIVED FOR RECORD Oct. 19, 1959

SS STAMPS
REQUIRED
4.95

Two-Two Dollar Twenty Cent;
One-Fifty-five Cent Recordation
Tax stamps. Endorsed 10/19/59 M & M

THIS MORTGAGE, Made this 7th day of October, in the year one thousand nine hundred and fifty-nine, between GIL-CO, INCORPORATED, a body corporate duly incorporated under the laws of Maryland and WALTER G. GILMAN--- of the County of Queen Anne ---, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of FOUR THOUSAND FIVE HUNDRED (\$4,500.00) -- Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-Two (\$42.00) Dollars -- commencing on the first day of November, 1959, and on the first day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in The Seventh Election District, Queen Anne's County---, and described as follows:

BEING known and designated as Lot No. 16 on the plat of the sub-division known as "Carl O. Hoffman Lands" recorded among the Land Records for Queen Anne's County, Maryland.

BEING one of the lots of ground which by deed dated March 19, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46, folio 452, was granted and conveyed by C. O. H. Enterprises, Incorporated to Gil-Co, Incorporated.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness se-

cured by this mortgage; (2) To pay monthly on or before the -- first --- day of each and every month the sum of Six (\$6.00) Dollars --- for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within then days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred (\$100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the sale.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

AND the said Walter G. Gilman joins in the execution of this mortgage for the purpose of personally assuming the repayment of the said mortgage indebtedness or any monies that may be due hereunder and for such purposes hereby binds himself to all the covenants, conditions and terms of this mortgage as fully and in the same manner and to the same extent as if he was the actual borrower of the mortgage loan.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Walter G. Gilman, its President, and witness the hand and seal of the said Walter G. Gilman.

Witness:

GIL-CO, INCORPORATED

JOSEPH J. BLIMLINE, JR.
Joseph J. Blimline, Jr.

By: WALTER G. GILMAN (SEAL)
Walter G. Gilman, Presidnet

Corporate Seal

WALTER G. GILMAN (SEAL)
Walter G. Gilman

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of October - , 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter G. Gilman as President of the said Gil-Co, Incorporated, and individually --- known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and he acknowledged the foregoing mortgage to be his act and act of the Corporation. At the same time also appeared John P. Helmer President of the within maned corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

JOSEPH J. BLIMLINE, JR.
Joseph J. Blimline, Jr.

Notary Public Seal

My Commission Expires May 1st, 1961.

Filed Jan 29, 1963

STATEMENT OF MORTGAGE DEBT
Filed Jan. 29, 1963

H. Allen Mezger, Attorney
named in Mortgage

VS

Gil-Co, Incorporated
and
Walter G. Gilman

IN THE
CIRCUIT COURT
-OF-
QUEEN ANNE'S COUNTY
Equity No. 4518

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	\$ 4500.00
Less - Total amount paid on account of Principal	\$562.71
Less - Credit Expense Account	<u>12.68</u> <u>575.39</u>
Net Balance	\$575.39\$3924.61
Plus accumulated interest to February 28, 1963 (with interest thereafter at rate of 5% per annum)	<u>39.47</u> \$3964.08
Total Amount of Mortgage Indebtedness	

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: HENRY C. BOURKE, JR.
Treasurer
Henry C. Bourke, Jr. Corporate Seal

STATE OF MARYLAND, COUNTY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 28th - day of January in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal

JOSEPH J. BLIMLINE, JR.
Joseph J. Blimline, Jr.-Notary Public

Notary Public Seal

My Commission Expires May 16th, 1963.

Filed Jan. 29, 1963

MILITARY AFFIDAVIT
Filed Feb. 26, 1963

Military Affidavit under Soldiers' and Sailors' Civil Relief
Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Attorney)
)
named in Mortgage)
)
vs.)
)
Gil-Co., Incorporated and)
)
Walter G. Gilman)

IN THE
CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY
EQUITY NO. 4518
Docket _____ Folio _____

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: JOHN P. HELMER
John P. Helmer Affiant.
President

Subscribed and sworn to before me

this 25th day of February 1963

E. JANE RUSINEK
Notary Public NOTARY
E. Jane Rusinek PUBLIC
My commission expires May 6th, 1963. SEAL

Filed Feb. 26, 1963

CERTIFIED COPY OF BOND
Filed Feb. 26, 1963

Queen Anne's County, to wit: Be it remembered that on this Twenty-sixth day of February in the year nineteen hundred and sixty-three, the following bond was filed for record, to wit:

MORTGAGEE OR ATTORNEYS' BOND. No.....

KNOW ALL MEN BY THESE PRESENTS:

THAT WE H. Allen Mezger of 200 W. Saratoga Street, Baltimore 1, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and No/100 (\$4,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of March in the year of our Lord nineteen hundred and sixty-three.

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from Gil-Co., Incorporated and Walter G. Gilman to Arundel Federal Savings & Loan Association of Baltimore City dated October 7, 1959 and recorded in Liber TSP No. 51 folio 260 etc., one of the Land Record Books for Queen Anne's County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered)
in the presence of

H. ALLEN MEZGER (SEAL)
H. Allen Mezger

JOYCE W. WALTEMEYER
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By JOHN F. KENNEDY, JR.
John F. Kennedy, Jr., Attorney-
i-Fact.
Corporate
Seal

ATTEST:

BARBARA BERBERICK
Barbara Berberick

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed February 26, 1963.

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached thereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber T.S.P. No. 2, folio 205, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
and affixed the seal of the Circuit Court for Queen Anne's
County, this 26th day of February in the year nineteen
hundred and sixty-three.

Circuit
Court
Seal

CHARLES W. CECIL Clerk

Filed Feb. 26, 1963

REPORT OF SALE
Filed March 20, 1963

H. Allen Mezger, Attorney
named in Mortgage

VS

Gil-Co., Incorporated

AND

Walter G. Gilman

*
*
*
*
*
*
*

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Equity No. 4518

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage,
of the mortgage from Gil-Co., Incorporated and Walter G. Gilman, to the Arundel Federal
Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully
shows:

That under the power and authority granted in said mortgage to make
sale of the fee simple property there described, default having occurred under said mort-
gage, after giving bond with security for the faithful discharge of his duties and hav-
ing given at least twenty (20) days' notice of the time, place, manner and terms of the
sale by advertisement inserted in "The Queen Anne's Record-Observer", a newspaper publish-
ed in Queen Anne's County, Maryland, said H. Allen Mezger, Attorney named in Mortgage,
did, pursuant of said notice, on Friday, March 15th, 1963, at 2:00 o'clock p.m. attend
at the Court House Door, Court House, Centreville, Maryland, and then and there sold at
public auction, all that lot of ground located in the Seventh Election District, Queen
Anne's County, Maryland, and more particularly described in said mortgage, together with
the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Associ-
ation of Baltimore City, who was then and there the highest bidder, at and for the sum
of Four Thousand (\$4,000.00) Dollars, of which a deposit of Four Hundred (\$400.00) Dol-
lars, was made at time of sale, balance of the purchase price to bear interest at the
rate of 6% per annum to be paid upon ratification of said sale and all expenses adjust-
ed to date of sale.

H. Allen Mezger
H. Allen Mezger, Attorney
named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this _____ day of March, 1963, before me,
the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid,
personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due
form of law that the matters and facts set forth in the foregoing Report of Sale are
true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

G. NORMAN MEDINGER
G. Norman Medinger--Notary Public
Notary
Public
Seal

My commission expires May 6th, 1963
Filed March 20, 1963

CERTIFICATION
Filed March 20, 1963

H. Allen Mezger, Attorney
named in Mortgage

vs.

Gil-Co., Incorporated and
Walter G. Gilman

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Equity NO. 4518

* * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the - 15th - day of March - - , 1963, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City, --- the property described as follows: BEING KNOWN AND DESIGNATED as Lot No. sixteen (16) on the plat of the sub-division known as "Carol O. Hoffman Lands" recorded among the Land Records for Queen Anne's County, Maryland. at and for the price of Four Thousand (\$4,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

E. T. NEWELL & CO., INC., AUCTIONEERS

Corporate
Seal

By: JOHN M. MILLER, JR.
John M. Miller, Jr. - - President

I/We, the undersigned, hereby certify;
That I/We purchased the above described property at and for the price of Four Thousand (\$4,000.00) Dollars.
That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.
That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.
That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

Corporate
Seal

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY
BY: HENRY C. BOURKE, JR.
Henry C. Bourke, Jr-Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE ----- to wit:

I HEREBY CERTIFY, That on this ____ day of March--, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc. and Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City---- who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

G. NORMAN MEDINGER
G. Norman Medinger--Notary Public

My Commission Expires: May 6th, 1963---

Filed March 20, 1963

ORDER NISI ON SALE
Filed March 20, 1963

ORDER NISI ON SALE

H. Allen Mezger, Attorney named)
in Mortgage)
VS)
Gil-Co., Incorporated)
AND)
Walter G. Gilman)

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4518

ORDERED, this 20th.day of March, 1963, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Attorney named in Mortgage, be ratified and confirmed, on or after the 20th. day of April, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th. day of April, 1963.

The report states the amount of sales to be \$4,000.00.
Filed March 20, 1963 CHARLES W. CECIL, Clerk

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF SALE
Filed May 22, 1963

MEZGER & MEZGER
ATTORNEYS
200 West Saratoga Street
Baltimore 1, Maryland

ATTORNEY'S MORTGAGE SALE OF VALUABLE
FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one story frame dwelling, situate on Lot No. Sixteen (16), "Carl O. Hoffman Lands," in the Seventh Election District of Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated October 7th, 1959, from Gil-Co., Incorporated, and Walter G. Gilman, said mortgage being duly recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 51, folio 260, the undersigned as Attorney, will offer for sale at public auction at the Court House Door, Court House, Centreville, Maryland:

FRIDAY, MARCH 15, 1963

at 2:00 o'clock p.m. the following
described property:

BEING known and designated as Lot No. Sixteen (16) on the plat of the subdivision known as "Carl O. Hoffman Lands" recorded among the Land Records for Queen Anne's County, Maryland.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of 6% per annum from date of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER
Attorney named in Mortgage

E. T. Newell & Co., Inc. Auctioneers

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 21, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Mortgage Sale of Valuable fee simple Residential Property in the case of Carl O. Hoffman--- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of February 1963, and the last insertion on the 14th day of March, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER

By E. A. DADDS

Filed May 22, 1963

CERTIFICATE OF PUBLICATION OF ORDER
NISI ON SALE
Filed May 22, 1963

ORDER NISI ON SALE

H. Allen Mezger,
Attorney named in Mortgage
vs.
Gil-Co., Incorporated
and
Walter G. Gilman

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4518

ORDERED, this 20th day of March, 1963, that the sale of the real property, made and reported in this cause by H. Allen Mezger, Attorney named in Mortgage, be ratified and confirmed on or after the 20th day of April, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County Maryland, once in each of three successive weeks before the 13th day of April, 1963.

The report states the amount of sales to be \$4,000.00.

Filed: March 20, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 21, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of H. Allen Mezger, atty, Vs. Gil-Co. and Walter G. Gilman--- a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 13th day of April 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of March 1963, and the last insertion on the 11th day of April, 1963.

THE QUEEN ANNE'S RECORD AND _____

By E A DADDS

Filed May 22, 1963

FINAL ORDER
Filed May 22, 1963

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	***	CIRCUIT COURT
VS	*	FOR
Gil-Co. Incorporated AND	*	QUEEN ANNE'S COUNTY
Walter G. Gilman	*	Equity No. 4518

FINAL ORDER

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

ORDERED, By the Circuit Court for Queen Anne's County, in Equity, this 22nd day of May, 1963, that the said sale, made and reported by the aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appeared to have been given as required by the order nisi passed in said cause; and the said Attorney named in Mortgage be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J KEATING JR.
Judge

Filed May 22, 1963

AUDIT
Filed July 3, 1963

H. Allen Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
Gil-CO. Incorporated and	*	Cause No. 4518
Walter G. Gilman	*	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of H. Allen Mezger, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$715.76.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi's of sale, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,
J THOS CLARK
Auditor

June 19, 1963

Cause No. 4518

The proceeds of the sale of real estate reported in this cause in account with H. Allen Mezger, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1963			
March 15	By proceeds of the sale of land, per report of vendor, to wit:---	\$4,000.00	
	By interest on unpaid balance of purchase price from date of sale to date of ratification of sale, to wit:-----	40.20	
	By gross proceeds of said sale, to wit:-----	\$4,040.20	

Dr.

To H. Allen Mezger, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$100.00	
2-His commissions for making sale, to wit:-----	352.01	\$452.01
To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk---	\$ 28.00	
2-Appearance fee of H. Allen Mezger, Attorney-----	10.00	38.00
To do., for an amount due Tongue, Brooks & Co., Agent, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:--		16.00
To do., for an amount due E. T. Newell & Co., Inc. Auctioneer, for crying said sale, per statement for same exhibited, to wit:-----		100.00
To do., for amount paid to Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs of publishing notice of sale-----	\$68.75	
2-Costs of puglishing order nisi of sale-----	14.00	82.75
To do., for an allowance for vendor's share of 1963 state and county taxes on real estate sold in these proceedings for 2 months and 15 days, per advertisement of sale, to wit:---		14.10

June 19, 1963

J THOMAS CLARK
Auditor

To J. Thomas Clark, Auditor, for stating this audit, the sum of -----	\$58.50
To Arundel Federal Savings & Loan Association as a partial payment on the indebtedness due under the terms of the mortgage foreclosed herein, which total indebtedness is in the sum of \$3,994.60, and which includes the principal sum of \$3,924.61 plus accumulated interest to May 15, 1963 in the sum of #69.91 as per Maryland Code and statement of debt filed in this cause, the balance, or the sum of -----	3,278.84

\$4,040.20 \$4040.20

June 19, 1963

J THOMAS CLARK

Filed July 3, 1963

Auditor

CERTIFICATE OF NOTICES MAILED
Filed July 3, 1963

H. Allen Mezger, Attorney
named in Mortgage

*

IN THE CIRCUIT COURT

vs

*

FOR

Gil-Co. Incorporated
and

*

QUEEN ANNE'S COUNTY

Walter G. Gilman

*

Equity No. 4518

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 3rd, 1963, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

The Arundel Federal Savings and Loan Association
Patapsco and 4th. Streets
Baltimore, Maryland

H. Allen Mezger, Attorney
named in Mortgage
One North Charles - Suit 419
Baltimore 1, Maryland

Gil-Co. Incorporated
P. O. Box 226
Sudlersville, Maryland

Walter G. Gilman
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 3rd, 1963, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 3, 1963

NISI RATIFICATION OF AUDIT
Filed July 3, 1963

NISI RATIFICATION OF AUDIT

H. Allen Mezger, Attorney named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
VS.	(
	)	In Equity
Gil-Co. Incorporated)	
and	)	Cause No. <u>4518</u>
Walter G. Gilman)	

ORDERED, this 3rd. day of July, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 18th. day of July, 1963, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed July 3, 1963

FINAL RATIFICATION OF AUDIT

H. Allen Mezger, Attorney named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
vs.	(
	)	In Equity
Gil-Co, Incorporated)	
and	)	Cause No. 4518
Walter G. Gilman)	

FINAL RATIFICATION OF AUDIT

ORDERED, this 18th day of July, 1963, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and H. Allen Mezger is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court for Queen
Anne's County

Filed July 19, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighteenth day of March in the year nineteen hundred and sixty-three the following ORDER TO CASE was filed for record, to wit:

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
CHARLES W. STERLING AND EDITH E. STERLING, HIS WIFE	:	QUEEN ANNE'S COUNTY
	:	(In Equity)

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'".

1. Original Mortgage from Charles W. Sterling and Edith E. Sterling, his wife to Baltimore Federal Savings and Loan Association, dated March 2nd, 1956 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27 folio 38.

WALTER S. CALWELL
Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

Filed Mar. 18, 1963

PLAINTIFF'S EXHIBIT "A"

#37,217

LIBER 27 PAGE 38

245-12125
MARYLAND

RECEIVED FOR RECORD Mar. 7, 1956

MORTGAGE

THIS MORTGAGE, made this 2nd day of March, A.D. 1956, by and between CHARLES W. STERLING and EDITH E. STERLING, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, the principal sum of TEN THOUSAND FIVE HUNDRED Dollars (\$10,500.00), being a part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 21/100ths Dollars (\$53.21), commencing on the first day of May, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on March 1, 1986. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Queen Anne's County, in the State of Maryland, to wit:

BEING known and designated as Lots Nos. 54 and 55 Calvert Road, Section 3, as laid out and shown on the Plat of Marling Farms and Subdivision thereof dated August 3, 1953 and duly recorded among the Land Records of Queen Anne's County in Liber TSP 12 folio 103 and the revised plat thereof, which plat is also recorded among the Land Records of said County in Liber TSP 16 folio 169 both said plats being also recorded among the Plat Records of Queen Anne's County in Plat Book TSP No. 1.

BEING the same lots of ground which by Deed dated of Even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto were granted and conveyed by William E. Marling and Lillian B. Marling, his wife, to the herein named Mortgagors.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however,

that the Mortgagor shall be entitled to collect and retain the said rents, issued, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Gas Range

TO HAND AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments,
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision

has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty --- Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland second; to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

JOHN R. HOLLAND JR.
John R. Holland, Jr.

CHARLES W. STERLING (SEAL)
Charles W. Sterling

EDITH E. STERLING (SEAL)
Edith E. Sterling

OF
VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles W. Sterling and Edith E. Sterling, his wife, to Baltimore Federal Savings and Loan Association, dated March 2nd, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27, folio 38 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, APRIL 25, 1963

At Two P.M.

All that lot of ground, situate and lying in the Fourth Election District of Queen Anne's County, Maryland, at Marling Farms, near Stevensville, situate on the east side of Calvert Road, approximately 262 feet north of Dallam Road, having a frontage of 120 feet with a depth of 125 feet, on Crab Alley Neck on Kent Island, and described as follows;

BEING known and designated as Lots No.s 54 and 55 Calvert Road, Section 3, as laid out and shown on the Plat of Marling Farms and Subdivision thereof dated August 3, 1953, and duly recorded among the Land Records of Queen Anne's County in Liber TSP 12, folio 103, and the revised plat thereof, which plat is also recorded among the Land Records of said County in Liber TSP 16, folio 169, both said plats being also recorded among the Plat Records of Queen Anne's County Plat Book TSP No. 1.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining.

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame bungalow, containing 6 rooms (3 bedrooms), 1 bath, wall furnace, oil fired heat.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charters to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

W. J. BARCUS, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify, that the Attorney's Sale in the case of Charles W. Sterling and Edith E. Sterling his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 25th day of April, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of March 1963, and the last insertion on the 18th day of April, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed June 11, 1963

ORDER NISI ON SALE
Filed June 20, 1963

ORDER NISI ON SALE

Walter S. Calwell,
Attorney Named in Mortgage
vs.
Charles W. Sterling and
Edith E. Sterling, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4529

ORDERED, this 29th day of April, 1963, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney named in mortgage, be ratified and confirmed, on or after the 30th day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of May, 1963.

The report states the amount of sales to be \$9959.00.

Filed: April 29 , 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 19, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case/ of Walter S. Calwell vs. Charles W. Sterling Cause No. 4529 and true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 23rd day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of May 1963, and the last insertion on the 16th day of May, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 20, 1963

FINAL ORDER OF RATIFICATION
OF SALE
Filed June 24, 1963

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

CHARLES W. STERLING AND
EDITH E. STERLING, HIS WIFE

IN THE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
MARYLAND
SITTING IN EQUITY
No. 4529

ORDERED, By the Circuit Court for Queen Anne's County, this 24th day of June, 1963 that the sale -- made by --- Walter S. Calwell, Attorney Named in the Mortgage for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Attorney to this Court on the 29th day of April 1963, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order NISI passed in said cause, and that the said Attorney be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

THOS J KEATING JR

Filed June 24, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles W. Sterling and Edith E. Sterling, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

NOTARY PUBLIC SEAL

JOHN R. HOLLAND JR
JOHN R. HOLLAND, JR.
Notary Public

Application No. ----- 40531

Written by GSP

Approved by CE Examiner

Ready for Record JRH

MILITARY AFFIDAVIT
Filed March 18, 1963

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Charles W. Sterling and Edith E. Sterling, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein., and that the Affiant's source of information was the family of the Defendant

WALTER S. CALWELL
Walter S. Calwell

NOTARY PUBLIC SEAL

CLARA M. LINK
Clara M. Link-Notary Public

Filed Mar. 18, 1963

STATEMENT OF MORTGAGE DEBT
Filed March 18, 1963

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

CHARLES W. STERLING AND
EDITH E. STERLING, HIS WIFE

IN THE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from Charles W. Sterling and Edith E. Sterling, his wife to Baltimore Federal Savings and Loan Association dated the 2nd day of March 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27 Folio 38.

Amount of Mortgage	\$10,500.00
Less- amount paid on Principal	<u>1,213.42</u>
	9,286.58
Plus - interest to 3/7/63	<u>251.86</u>
	9,538.44
Plus overdraft in expense account	<u>23.53</u>
	9,561.97

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of March in the year nineteen hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles E. Williams, Vice-President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

NOTARY PUBLIC SEAL

CLARA M. LINK
Clara M. Link Notary Public

Filed Mar. 18, 1963

CERTIFIED COPY OF BOND
Filed March 18, 1963

Queen Anne's County, to wit: Be it remembered that on this 24th day of April in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:

Mortgagee and Attorney's Bond. Equity No. 4529

227 St. Paul Street
Baltimore, Md.

NEW AMSTERDAM
CASUALTY COMPANY

60 John Street
New York, N. Y.

BOND NO. 0466-0274-0688-63

KNOW ALL MEN BY THESE PRESENTS:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under any by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-SIX HUNDRED - and NO/100 (\$9600.00) Dollars, to paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of April in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Charles W. Sterling and Edith E. Sterling, h/w bearing date the 2nd day of March nineteen hundred and fifty-six and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 27, Folio 38, and is about to sell the land and premises described in said Mortgage, Lots 54 and 55 Calvert Road- Marling Farms, Queen Anne's County, Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

WALTER S. CALWELL (SEAL)
Walter S. Calwell

CLARA W. LINK

NEW AMSTERDAM CASUALTY COMPANY

Witness as to Surety:

BY R H NICHOLS
R. H. Nichols, Attorney-in-Fact
Corporate Seal

M. CRELLER
M. Greller

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed April 24, 1963

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney attached hereto.

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY) to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 216, a Bond Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 24th day of April, in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed April 29, 1963

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
ATTORNEY'S SALE
OF
VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles W. Sterling and Edith E. Sterling, his wife, to Baltimore Federal Savings and Loan Association, dated March 2nd, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27, folio 38 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, APRIL 25, 1963
At Two P. M.

All that lot of ground, situate and lying in the Fourth Election District of Queen Anne's County, Maryland, at Marling Farms, near Stevensville, situate on the east side of Calvert Road, approximately 262 feet north of Dallam Road, having a frontage of 120 feet with a depth of 125 feet, on Crab Alley Neck on Kent Island, and described as follows:

BEING known and designated as Lots Nos. 54 and 55 Calvert Road Section 3, as laid out and shown on the Plat of Marling Farms and Subdivision thereof dated August 3, 1953, and duly recorded among the Land Records of Queen Anne's County in Liber TSP 12, folio 103, and the revised plat thereof, which plat is also recorded among the Land Records of said County in Liber TSP 16, folio 169, both said plats being also recorded among the Plat Records of Queen Anne's County in Plat Book TSP No. 1.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame bungalow, containing 6 rooms (3 bedrooms), 1 bath, wall furnace, oil fired heat.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Costs of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

W. J. BARCUS, JR., Auctioneer

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	QUEEN ANNE'S COUNTY
CHARLES W. STERLING AND EDITH E, STERLING, HIS WIFE	:	(In Equity) - No. 4529

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 2nd, 1956 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27 folio 38 from said Charles W. Sterling and Edith E. Sterling, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Queen Anne's Record Observer" a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of April, 1963, at two P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Queen Anne's County being known and designated as Lots Nos. 54 and 55 Calvert Road, Section 3, as laid down and shown on the Plat of Marling Farms and Subdivision thereof, dated August 3, 1953 and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103, and the revised Plat thereof, duly recorded among the Land Records aforesaid in Liber T.S.P. No. 16 folio 169, both of said Plat being also recorded among said Land Records in Plat Book T.S.P. No. 1; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ninety-nine Hundred fifty-nine (\$9959.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S CALWELL
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

NOTARY
PUBLIC
SALE

CLARA M. LINK
Clara M. Link, Notary Public

Filed April 29, 1963

CERTIFICATE OF PURCHASER
Filed April 29, 1963

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
CHARLES W. STERLING AND : QUEEN ANNE'S COUNTY
EDITH E. STERLING, HIS WIFE : Equity No. 4529

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 25th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASSN.

by CHARLES E WILLIAMS
Purchaser
Charles E. WILLIAMS, Vice President

NOTARY
PUBLIC
SEAL

CLARA M. LINK
Clara M. Link Notary
Public

Filed April 29, 1963

ORDER NISI
Filed April 29, 1963

ORDER NISI ON SALE

Walter S. Calwell,) In the Circuit Court
Attorney Named in Mortgage)
vs. (for Queen Anne's County
Charles W. Sterling and) In Equity
Edith E. Sterling, his wife) Cause No. 4529

ORDERED, this 29th. day of April, 1963, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage be ratified and confirmed, on or after the 30th. day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd, day of May, 1963.

The report states the amount of sales to be \$9959.00.

Filed April 29, 1963

CHARLES W. CECIL Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 11, 1963

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
ATTORNEY'S SALE

OF

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles W. Sterling and Edith E. Sterling, his wife, to Baltimore Federal Savings and Loan Association, dated March 2nd, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27, folio 38 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises on

THURSDAY, APRIL 25, 1963

At Two P.M.

All that lot of ground, situate and lying in the Fourth Election District of Queen Anne's County, Maryland, at Marling Farms, near Stevensville, situate on the east side of Calvert Road, approximately 262 feet north of Dallam Road, having a frontage of 120 feet with a depth of 125 feet, on Crab Alley Neck on Kent Island, and described as follows:

BEING known and designated as Lots Nos. 54 and 55 Calvert Road, Section, 3, as laid out and shown on the Plat of Marling Farms and Subdivision thereof dated August 3, 1953, and duly recorded among the Land Records of Queen Anne's County in Liber TSP 12, folio 103, and the revised plat thereof, which plat is also recorded among the Land Records of said County in Liber TSP 16, folio 169, both said plats being also recorded among the Plat Records of Queen Anne's County in Plat Book TSP No. 1.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame bungalow, containing 6 rooms (3 bedrooms), 1 bath, wall furnace, oil fired heat.

TERMS OF SALE: - A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

W.J. BARCUS, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Attorney's Sale in the case of Charles W. Sterling and Edith E. Sterling his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 25th day of April, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of March 1963, and the last insertion on the 18th day of April, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 11, 1963

ORDER NISI ON SALE
Filed June 20, 1963

ORDER NISI ON SALE

Walter S. Calwell,
Attorney Named in Mortgage
vs.
Charles W. Sterling and
Edith E. Sterling, his wife

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4529

ORDERED, this 29th day of April, 1963, that the sale of the real property, made and reported in this cause by Walter S. Calwell, Attorney named in mortgage, be ratified and confirmed, on or after the 30th day of May, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks

before the 23rd day of May, 1963.

The report states the amount of sales to be \$9959.00.

Filed: April 29, 1963.
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 19, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Walter S. Calwell vs. Charles W. Sterling Cause No. 4529 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 23rd day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of May 1963, and the last insertion on the 16th day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 20, 1963

FINAL ORDER OF RATIFICATION OF SALE
Filed June 24, 1963

WATER S. CALWELL,
Attorney Named in Mortgage

VS.

CHARLES W. STERLING AND
EDITH E. STERLING, HIS WIFE

IN THE

CIRCUIT COURT FOR QUEEN ANNE'S
COUNTY MARYLAND

SITTING IN EQUITY
No. 4529

ORDERED, By the Circuit Court for Queen Anne's County, this 24th day of June, 1963, that the sale made by Walter S. Calwell, Attorney Named in the Mortgage for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Attorney to this Court on the 29th day of April, 1963, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order NISI passed in said cause, and that the said Attorney be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

THOS J KEATING JR

Filed June 24, 1963

REPORT AND ACCOUNT OF AUDITOR
Filed July 17, 1963

Walter S. Calwell, Attorney
named in Mortgage

vs.

Charles W. Sterling and
Edith E. Sterling, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4529

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Walter S. Calwell, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$657.98.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, the order nisi's of sale, the vendor's share of 1963 State and County taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our Auditor for stating this account, and the balance of said proceeds have been by your Auditor directed to be paid the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

July 9, 1963

J THOMAS CLARK

Filed July 17, 1963

Auditor

Cause No. 4529

The proceeds of the sale of real estate reported in this cause in account with Walter S. Calwell, Attorney named in mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1963			
April 25	By	proceeds of the sale of land, per report of vendor, to wit:-----	\$9,959.00
	By	interest on unpaid balance of purchase price from date of sale to date of ratification of sale, to wit:-----	99.59
	By	gross proceeds of said sale, to wit:-----	\$10,058.59

Dr.

To	Walter S. Calwell, vendor, for an amount due Charles W. Cecil, Clerk, for court costs, per statement of Clerk's exhibited, to wit:		
	1-Costs of Charles W. Cecil, Clerk -----	\$28.00	
	2-Appearance fee of Walter S. Calwell, Atty.-----	10.00	\$38.00
To	do., to Walter S. Calwell, per terms of mortgage as follows, to wit:		
	1-His fee for his services -----	\$50.00	
	2-His commissions on \$9,959.00 for making sale, to wit:-----	647.95	697.95
To	do., for an amount paid Gorges & Company, Incorporated, for the premium on the Vendor's corporate surety bond filed in this cause, per receipt for same exhibited, to wit:-----		38.40
To	do., for amounts per Queen Anne's Record-Observer, per receipts exhibited as follows, to wit:		
	1-Costs of publishing notice of sale -----	\$ 93.75	
	2-Costs of publishing order nisi of sale -----	14.00	107.75
To	do., for an amount paid W. C. Barcus, Jr., Auctioneer, for crying said sale, per receipt for same exhibited, to wit:-----		35.00
To	do., for Notary fees of Vendor in this cause, per statement of vendor's exhibited, to wit:-----		1.25
To	do., for vendor's share of 1963 State and County taxes on the real estate sold in this cause, for 3 months and 25 days per statement of vendor, to wit:-----		39.16
To	do., J. Thomas Clark, Auditor, for stating this audit, the sum of -----		81.00
To	Baltimore Federal Savings & Loan Association, as a partial payment in its mortgage indebtedness of \$9,561.97, as per statement of debt filed in this cause, plus interest as provided by the Annotated Code of Maryland on \$9,286.58 (principal due per said statement of debt) from April 7, 1963 to June 24, 1963 (which is 60 days after due date of sale on April 25, 1963) in the sum of \$116.09, making total principal mortgage indebtedness being the sum of \$9,678.06, the balance or the sum of -----		\$ 9,020.08
			<hr/>
			\$10,058.59
			\$10,058.59

July 9, 1963

Filed July 17, 1963

J THOS CLARK

Auditor

NISI RATIFICATION OF AUDIT
Filed July 17, 1963

NISI RATIFICATION OF AUDIT

Walter S. Calwell, Attorney named
in Mortgage)
vs. ()
Charles W. Sterling and
Edith E. Sterling, his wife,)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4529

ORDERED, this 17th. day of July, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st. day of August, 1963, unless cause to the contrary thereof be previously shown.

Filed July 17, 1963

CHARLES W. CECIL Clerk

CERTIFICATE OF NOTICES MAILED
Filed July 29, 1963

Walter S. Calwell, Attorney
names in Mortgage
vs.
Charles W. Sterling and
Edith E. Sterling, his wife

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Equity No. 4529

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 17, 1963, the date the audit in the above entitled cause was filed in this court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Walter S. Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

Baltimore Federal Savings
and Loan Association
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

Charles W. Sterling
Marling Farms
Chester, Maryland

Edith E. Sterling
Marling Farms
Chester, Maryland

PURSUANT To Rule 595, Section G. Maryland Rules of Procedure, notify each of them that account was filed on July 17, 1963, with the Clerk of this Court, Centreville, Maryland and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 29, 1963

FINAL RATIFICATION OF AUDIT
Filed Aug. 1, 1963

Walter S. Calwell,
Attorney named in Mortgage)
vs. ()
Charles W. Sterling and
Edith E. Sterling, his wife.)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4529

FINAL RATIFICATION OF AUDIT

ORDERED, this 1st day of August, 1963, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Walter S. Calwell is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County

Filed Aug. 1, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of April, in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. CHESTER BEACH, INC., a body corporate

Docket TSP #2 Folio 280 Case No. 4535 Filed April 8, 1963

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 28th day of December A.D. 1956 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$15,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH William F. Podlich Attorney for Plaintiff

LIBER 32 PAGE 196

#38,503

Three-Five Dollar Fifty Cent Recordation Tax Stamps. Endorsed 12/31/56. W.F.P. XX

RECEIVED FOR RECORD Dec. 31, 1956

This Mortgage, made this 28th day of December in the year one thousand nine hundred and fifty-six, between CHESTER BEACH, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said CHESTER BEACH, INC. the sum of FIFTEEN THOUSAND and no/100 (\$15,000.00) dollars, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of One Hundred Twenty Six and 60/100 \$126.60 dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

- FIRST: To the payment of interest at the rate aforesaid. SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CHESTER BEACH, INC. do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns all that land and premises situate and lying on Kent Island, in the Fourth Election District of Queen Anne's County State of Maryland, and:

BEING KNOWN AND DESIGNATED as Lot 1, Block M of the lands of Chester Beach, Inc. called or known as "Harborview" all as is more particularly described on a plat of said lands by William D. Purdum, registered surveyor, dated the 6th day of August 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6,

folio 26.

BEING a part of the land and premises which by deed dated August 12, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 34, was granted and conveyed by Robert F. Podlich unto the Mortgagor hereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever SUBJECT, however, to the legal operation and effect of the restrictions now of record and affecting said property.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

1V. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or in increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

V1. To pay all ground rent (if any), taxes water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

V11. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

V111. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be

under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland, relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first indertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said preincipal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the corporate seal of said Mortgagor and the signature of its duly authorized officer.

Test:

CHESTER BEACH, INC.

ELSIE CURTIS
ELSIE CURTIS

By DAVID M. NICHOLS
President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December in the year one thousand nine hundred and fifty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared President of CHESTER BEACH, INC., a body corporate, the mortgagor(s), named in the foregoing mortgage and he, as such President, acknowledged the foregoing mortgage to be the act of said body corporate. At the same time also appeared, John L. Fisher, President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public.

My Commission expires on May 6, 1957

Notary Public Seal.

State of Maryland, County of Queen Anne's, to wit:-

This is to certify that the foregoing is truly taken and copied from Liber T.S.P. No. 32, folio 196 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 8th day of April, in the year nineteen hundred and sixty three.

Circuit
Court
Seal

CHARLES W. CECIL

Clerk.

Cost - \$5175

Filed April 8, 1963

STATEMENT OF MORTGAGE DEBT
Filed April 8, 1963

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,)
)
 vs.)
)
 CHESTER BEACH INC., a body corporate,)

DOCKET TSP #2 FOLIO 280
 CASE NO. 4535
 FILED April 8, 1963
 IN THE
 CIRCUIT COURT
 FOR
QUEEN ANNE'S COUNTY
 IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from CHESTER BEACH, INC., a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated December 28, 1956, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 32, Folio 196.

Original Loan	\$15,000.00
Amount repaid	<u>2,246.75</u>
Loan Balance	\$12,753.25
Interest to 7-7-63	<u>2,588.33</u>
	\$15,341.58
Deficit Expense Account	<u>68.34</u>
	\$15,409.92

Corporate Seal

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F. BRUNK

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of April in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK, President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary Public Seal.

ELSIE CURTIS
 ELSIE CURTIS Notary Public

DECREE FOR SALE OF MORTGAGED PREMISES
 Filed April 8, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,)
)
 vs.)
)
 CHESTER BEACH, INC., a body corporate)

DOCKET TSP #2 FOLIO 280
 CASE NO. 4535
 FILED April 8, 1963
 IN THE
 CIRCUIT COURT
 FOR
QUEEN ANNE'S COUNTY
 IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 8th day of April in the year nineteen hundred and sixty-three, by the Circuit Court for Queen Anne's County, ADJUSTED, ORDERED AND DECREED, that the mortgaged proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the foreclosure of said mortgage; that WILLIAM F. PIDLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$5,000.00 Dollars, conditioned for the faithful performance of the Trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good

and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their, successors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagor, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS J KEATING JR
Judge

Filed April 8, 1963

CERTIFIED COPY OF BOND
Filed April 8, 1963

Queen Anne's County, to wit: Be it remembered that on this Thirtieth day of April in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

BOND NO
16-290-63

Aurora Federal Savings and
Loan Association

versus

BOND OF TRUSTEE TO SELL

Chester Beach, Inc.

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of May in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Chester Beach, Inc. now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

TEST ELSIE CURTIS

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

CAROL A. SCHLEUPNER
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth, Attorney in fact.
Corporate Seal.

And at the foot of the following Bond is the following endorsement, to wit:

Security approved and Bond filed April 30, 1963

CHARLES W. CECIL, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 222, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 30th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 14, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4535
vs.	:	IN THE
CHESTER BEACH, INC., a body corporate	:	CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 7, 1963, at 1:30 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Seven Thousand and 00/100 (\$7,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certifies that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's Affidavit required by the Maryland Rules.

This Report states the amount of sale to be Seven Thousand and 00/100 (\$7,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed May 14, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 14, 1963

WILLIAM F. PODLICH, Solicitor
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MARYLAND
Plaza 2-2850

TRUSTEE'S SALE
- OF -

VALUABLE IMPROVED FEE SIMPLE
PROPERTY

Known as Lot 1, Block M. Har-
borview Situated in the Fourth
Election District of Queen
Anne's County

By Decree of the Circuit Court for Queen Anne's County, in a cause entitled AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION VS. CHESTER BEACH, INC., the undersigned Trustee will sell at Public Auction, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, on -

TUESDAY, MAY 7, 1963

At 1:00 o'clock P.M.

ALL that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, Maryland, on KENT ISLAND, and described as follows:

BEING KNOWN AND DESIGNATED as Lot 1, Block M of the Lands of Chester Beach, Inc., called or known as "Harborview" all as is more particularly described on a plat of said lands by William D. Purdum, registered surveyor, dated the 6th day of August, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, folio 26.

IMPROVED by a one story frame dwelling, containing 6 rooms and one bath.

TERMS OF SALE: A CASH DEPOSIT of \$500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in Cash upon final ratification of the sale by the Circuit Court for Queen Anne's County; balance of purchase price to bear interest at the rate of six per cent per annum from the date of sale to the date of settlement. All taxes and other public dues and charges are to be adjusted to the date of sale. Cost of Documentary stamps to be borne by the purchaser.

The above described property will be sold subject to the legal operation and effect of the restrictions, conditions, covenants and agreements of record affecting same, if any.

JOSEPH A. JACKSON, JR., Auctioneer
WILLIAM F. PODLICH, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., zMay 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case/of Aurora Federal Savings and Loan Vs. Chester Beach, Inc. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of April 1963, and the last insertion on the 2nd day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By EA DADDS

Filed May 14, 1963

CERTIFICATE OF PURCHASER
Filed May 14, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Lawrence C. Thomas purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the Agent for the purchaser Aurora Federal Saving and Loan Association) of Lot 1, Block M. Harborview, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the advertisement of sale.

AURORA FEDERAL SAVINGS & LOAN ASSN
ASSN (SEAL)
Lawrence C. Thomas

Witness my hand and Notarial Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Notary
Public
Seal.

Filed May 14, 1963

ORDER NISI ON SALE
Filed May 14, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate)
vs.)
Chester Beach, Inc., a body corporate)

In the Circuit Court for Queen Anne's County
In Equity
Cause No. 4535

ORDERED, this 14th. day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th. day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of June, 1963.

The report states the amount of sales to be \$7,000.00.

CHARLES W. CECIL Clerk

Filed May 14, 1963

ORDER NISI ON SALE
Filed June 19, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate
vs.
Chester Beach, Inc., a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4535

ORDERED, this 14th day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of June, 1963.

The report states the amount of sales to be \$7,000.00.

Filed: May 14, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 18, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Aurora Federal Vs. Chester Beach Cause No. 4535 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of June 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of May 1963, and the last insertion on the 30th day of May 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 19, 1963

FINAL ORDER OF RATIFICATION
Filed June 19, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

CHESTER BEACH, INC., a body corporate

CASE NO. 4535

IN THE

CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

FINAL ORDER OF RATIFICATION

ORDERED this 19th day of June, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J KEATING JR

JUDGE

Filed June 1963

ACCOUNT OF AUDITOR
Filed July 29, 1963

Aurora Federal Savings and
Loan Association

In the Circuit Court for
Queen Anne's County
In Equity

vs.

Chester Beach, Inc.,

No. 4535

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee, (and vendor), who was fully appointed such Trustee by decree of this Court of April 8, 1963, in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$9,165.54.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charters, the costs of advertising the notice of sale, and the order nisi of sale, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgages as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

July 22, 1963

Filed July 29, 1963

Cause No. 4535

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963			
May 7	By proceeds of the sale of land, per report of vendor, to wit:-----	\$7,000.00	
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----		47.67
	By gross proceeds of said sales, to wit:-----	\$7,047.67	

Dr.

To William F. Podlich, Trustee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$35.00	
2-His commissions for making sales, to wit:-----	502.38	\$537.38
To do., for an amount paid Charles W. Cecil, Clerk, as partial payment of court costs in this cause, per receipt for same exhibited, to wit:-----		10.00
To do., for an amount due Charles W. Cecil, Clerk, for balance of court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk --	\$21.20	31.20
2-Appearance fee of Wm. F. Podlich, Attorney -----	10.00	
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond and additional bond filed in this cause, per statement for the same exhibited, to wit:-----		10.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs for publishing advertisement of sale -----	\$87.50	
2-Costs for publishing order nisi of sale -----	14.00	101.50
To do., for an amount paid J. A. JACKSON, Jr., Auctioneer, for crying said sale, per receipt for same exhibited, to wit:		25.00
To do., for an amount paid Elsie Curtis, Notary, for Notary fees in this Cause per her receipt for same exhibited, to wit:		2.00
To do., for allowance for an amount due as Vendor's share of 1963		

State and County taxes on the real estate sold in this cause, per statement of Vendor, to wit:	36.71	
To J. Thomas Clark, auditor, for stating this audit, the sum of	49.50	
To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of \$15,409.92, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of	6,244.38	
	<u>\$7,047.67</u>	<u>\$,047.67</u>

July 22, 1963

J THOMAS CLARK
Auditor

Filed July 29, 1963

CERTIFICATE OF NOTICES MAILED
Filed July 29, 1963

Aurora Federal Savings and Loan Association

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

Chester Beach, Incorporated

Equity No. 4535

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 29, 1963, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

William F. Podlich, Esq.
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Aurora Federal Savings and Loan Association
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Chester Beach, Incorporated
15 West Franklin Street
Baltimore 1, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 29, 1963, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 29, 1963

NISI RATIFICATION OF AUDIT
Filed July 29, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan Association a body corporate

In the Circuit Court
for Queen Anne's County

vs.

In Equity

Chester Beach, Inc., a body corporate

Cause No. 4535

ORDERED, this 29th. day of July 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th. day of August, 1963, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 29, 1963

FINAL RATIFICATION OF AUDIT
Filed Aug. 13, 1963

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Chester Beach, Inc., a body
corporate

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4535

FINAL RATIFICATION OF AUDIT

ORDERD, this 13th day of August, 1963, that the Report and Account
filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no
cause to the contrary having been shown, although due notice appears to have been given
by first class mail to all interested parties as shown by certificate filed by the Au-
ditor; and William F. Podlich is hereby directed to apply the proceeds of sale accord-
ingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County.

Filed Aug. 13, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of April in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,)
vs.)
PENNICK CORPORATION, a body corporate,)

DOCKET TSP #2 FOLIO 281
Case No. 4536
Filed April 8, 1963

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 20th day of February A.D. 1957 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$50,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
William F. Podlich
Attorney for Plaintiff

PETITIONER'S EXHIBIT NO. 1
Filed April 8, 1963

LIBER 33 PAGE 196

#38,735

RECEIVED FOR RECORD Feb. 23, 1957

THIS MORTGAGE, made this 20th day of February in the year one thousand nine hundred fifty-seven, between PENNICK CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the Mortgagee, in the full and just sum of Fifty thousand and 00/100 (\$50,000.00) Dollars, being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor hereby covenants and agrees to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of Three hundred forty-three and 95/100 (\$343.95) Dollars, on or before the first day of each and every month, beginning on the first day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than July 1, 1957, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of five and one-half (5½%) per cent per annum, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest at the rate of six (6%) per cent per annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than July 1, 1957, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of five and one-half (5½%) per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor hereby covenants and agrees with the said Mortgagee to expend not less than the sum of Twentyfive thousand and 00/100 (\$25,000.00) Dollars in the completion of the construction of a gasoline filling and service station upon the fee simple parcel of land and premises hereinafter described by not later than April 28, 1957, after the date hereof, in strict accordance with certain plans and specifications which have been signed by the parties for the purpose of identification and filed with the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and the sum of money hereby secured, together with all interest that may accrue thereon

shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns shall become immediately entitled to foreclosure this Mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayments.

If, for any reason, The Philadelphia Saving Fund Society, (Philadelphia, Pennsylvania) becomes unwilling to acquire title to this Mortgage, by way of assignment of otherwise, and without recourse to the Mortgagee named herein, then said mortgage indebtedness shall become immediately due and payable, and subject to foreclosure under the provisions for foreclosure hereinafter set out, it being understood and agreed however, that said The Philadelphia Saving Fund Society shall be entitled to acquire title to this Mortgage, as above recited, at any time between the date of this Mortgage and June 1, 1957, inclusive, and the provisions regarding the foreclosure of this Mortgage, referred to in this paragraph, shall not become effective until June 2, 1957.

SAID MORTGAGE has this day passed unto said Mortgagee, its promissory note, in the aforementioned sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, bearing even date herewith and payable with interest, as hereinbefore recited.

THE due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said PENNICK CORPORATION doth hereby grant, convey and assign unto the said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, all that lot or parcel of ground situate, lying and being in the Fourth Election District of Queen Anne's County, in the State of Maryland, and described as follows:

BEGINNING at a point which is 320 feet east of the intersection of the eastern shore of Cos's Creek with the northern right-of-way line of the Dual Highway now known as U. S. Route 50 (said distance being measured eastward along the curve of the right-of-way line of the Dual Highway now known as U. S. Route 50), and 65 feet north 3 degrees - 03' - 24" east of said Dual Highway now known as U. S. Route 50 along the west property line of the proposed roadway connecting the Dual Highway now known as U. S. Route 50 with OLD U. S. Route 50; said point of beginning being also located 25 feet west of the center line of the westernmost paved approach apron connecting Limited Access Dual Highway now known as U. S. Route 50 with the proposed roadway running from the Dual Highway now known as U. S. Route 50 to OLD U. S. Route 50 (said distance being measured westward along the curve of the northern right-of-way line of the Dual Highway now known as U. S. Route 50) and 65 feet north 3 degrees - 03' - 24" east of the said right-of-way line of the Dual Highway now known as U. S. Route 50 along the west property line of the proposed connecting roadway (said point of beginning being the southeast corner of the parcel being described); thence north 3 degrees - 03' - 24" east a distance of 150 feet; thence north 86 degrees - 56' - 36" west a distance of 100 feet; thence south 3 degrees 03' - 24" west a distance of 148.66 feet; thence east a distance of 100 feet measured along a curve that is concentric with a 65 feet north of the northern right-of-way line of the Dual Highway now known as U. S. Route 50 to the point of beginning. The above parcel of land contains 0.34 acres, more or less.

BEING THE SAME LOT OF GROUND AND PREMISES WHICH BY Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto, was granted and conveyed by David M. Nichols and wife unto the Mortgagor herein.

TOGETHER with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple forever; subject, however, to the legal operation and effect of a certain Lease for twenty (20) years between David M. Nichols and Olive J. Nichols, his wife and Cities Service Oil Company, dated June 28, 1956, and recorded among said Land Records in Liber T.S.P. No. 29, folio 289, which said Lease by the Deed hereinbefore referred to, has been transferred and assigned to the Mortgagor herein.

If, however, the said Mortgagor shall make payments and perform the covenants herein contained, this Mortgage shall be void.

And the said Mortgagor covenants with the said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this Mortgage.
- IV. To keep the building on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiv-

ing all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt, hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this Mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

VII. That the holder of this Mortgage if any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days of after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said Attorney, a fee of Two Hundred Fifty Dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said Attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

XI. That as of the date when The Philadelphia Saving Fund Society shall acquire title to this Mortgage, as hereinbefore recited, the said Mortgagor shall and will be released from its obligation to perform the covenant, hereinbefore contained, concerning the prepayment of the Mortgage debt hereby secured; and the said Mortgagor, in substitution for said covenant, shall thereupon have the privilege of making additional non-cumulative payments on account of the principal indebtedness secured hereby in sums not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per annum, accounting from the date of the acquisition of title to this Mortgage by said The Philadelphia Saving Fund Society; and with the further privilege to repay additional sums of money (in excess of said annual repayment of \$7,500.00), hereinbefore provided for, on account of the unpaid balances of the Mortgage indebtedness secured hereby, upon payment of a consideration equal to Three per cent (3%) of the amount of the unpaid balance of the Mortgage indebtedness, if said prepayments are made during the first and second years, Two per cent (2%) of the amount of the unpaid balance of the Mortgage indebtedness, if said prepayments are made during the third and fourth years, or One per cent (1%) of the amount of the unpaid balance of the Mortgage indebtedness, if said prepayments are made during the fifth year, after which the unpaid balance of said Mortgage indebtedness may be prepaid without incurring any liability for any prepayment fee or consideration for the acceptance of the same.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorized the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses in-

cident to said advertisement or notice, all court costs, Attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to Trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, Attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, WITNESS the corporate seal of the Mortgagor named herein and the signature of its duly authorized officer.

TEST:

ELSIE CURTIS
ELSIE CURTIS

PENNICK CORPORATION

By DAVID M. NICHOLS
President
(David M. Nichols)
Corporate Seal

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of February in the year one thousand nine hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared DAVID M. NICHOLS President of PENNICK CORPORATION, the Mortgagor named in the foregoing Mortgage and he as such President acknowledged said Mortgage to be the act and deed of said body Corporate.

At the same time also appeared JOHN L. FISHER, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL.

ELSIE CURTIS
Elsie Curtis Notary Public

My commission expires on May 6, 1957

Ten-Five Dollar Fifty Cent
Recordation Tax Stamps.
Endorsed VAD

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 33, folio 196, a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 8th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed April 8, 1963

STATEMENT OF MORTGAGE CLAIM
Filed April 9, 1963

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND)
LOAN ASSOCIATION, a body corporate,)
vs.)
PENNICK CORPORATION, a body)
corporate)

DOCKET T.S.P. #2 FOLIO 281
Case NO. 4536
FILED April 8, 1963
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage form PENNICK CORPORATION, a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated February 20, 1957, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 33, Folio 196.

Original Loan	\$50,000.00
Amount repaid	<u>10,382.08</u>
Loan Balance	\$39,617.92
Interest to 7-7-63	<u>7,174.21</u>
	\$46,792.13
Deficit Expense Account	<u>104.21</u>
	\$46,896.34

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

Corporate
Seal

By DWIGHT F BRUNK
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of April in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

ELSIE CURTIS
Notary Public

NOTARY
PUBLIC
SEAL

ELSIE CURTIS

DECREE FOR SALE OF MORTGAGED PREMISES
Filed April 8, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

PENNICK CORPORATION, a body
corporate

DOCKET TSP #2 FOLIO 281
CASE No. 4536
FILED April 8, 1963

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 8th day of April in the year nineteen hundred and sixty-three by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$5,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall be a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their successors, heirs, and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified

by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS J KEATING JR.
Judge

Filed April 8, 1963

BOND
FILED July 8, 1963

Queen Anne's County, to wit: Be it remembered that on this Thirtieth day of April in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND

Bond No.
16 291 63

Aurora Federal Savings and Loan
Association

versus

Pennick Corporation

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of May in the year of our Lord one thousand, nine hundred and sixtythree.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Pennick Corporation now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT' if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

TEST ELSIE CURTIS

WILLIAM F PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

By ROBERT J. NOETH
Robert J. Noeth, Attorney in fact.

CAROL A. SCHLEUPNER
Witness as to Surety

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved and Bond filed April 30, 1963.

CHARLES W. CECIL, Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 224, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 30th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 14, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

CASE NO. 4536

IN THE

CIRCUIT COURT

PENNICK CORPORATION, a body corporate :

FOR QUEEN ANNE'S COUNTY

IN EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 7, 1963, at 1:30 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed May 14, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 14, 1963

WILLIAM F. PODLICH, Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland
Plaza 2-2850

TRUSTEE'S SALE
- OF -

VALUABLE IMPROVED FEE SIMPLE
REAL ESTATE

SITUATED ON KENT ISLAND WEST
OF KENT ISLAND SHOPPING CENTER
and NORTH OF U.S. ROUTE #50
DUAL HIGHWAY.

By Decree of the Circuit Court for Queen Anne's County, In Equity, in a cause entitled AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION VS. PENNICK CORPORATION, the undersigned Trustee will sell at public auction, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on -

TUESDAY, MAY 7, 1963
at 1:10 o'clock P.M.

All that fee simple parcel of land situated and lying in the Fourth Election District of Queen Anne's County, in the State of Maryland, on Kent Island, to wit:

BEGINNING at a point which is 320 feet east of the intersection of the eastern shore of Cox's Creek with the northern right-of-way line of the Dual Highway now known as U.S. Route 50 (said distance being measured eastward along the curve of the right-of-way line of the Dual Highway now known as U.S. Route 50), and 65 feet

north 3 degrees 03 minutes 24 seconds east of said Dual Highway now known as U.S. Route 50 along the west property line of the proposed roadway connecting the Dual Highway now known as U. S. Route 50 with Old U. S. Route 50; said point of beginning being also located 25 feet west of the center line of the westernmost paved approach apron connecting Limited Access Dual Highway now known as U.S. Route 50 with the proposed roadway running from the Dual Highway now known as U.S. Route 50 to Old U.S. Route 50 (said distance being measured westward along the curve of the northern right-of-way line of the Dual Highway now known as U.S. Route 50) and 65 feet north 3 degrees 24 seconds east of the said right-of-way line of the Dual Highway now known as U.S. Route 50 along the west property line of the proposed connecting roadway (said point of beginning being the southeast corner of the parcel being described); thence north 3 degrees 03 minutes 24 seconds east a distance of 150 feet; thence north 86 degrees 56 minutes 36 seconds west a distance of 100 feet; thence south 3 degrees 03 minutes 24 seconds west a distance of 148.66 feet; thence east a distance of 100 feet measured along a curve that is concentric with and 65 feet north of the northern right-of-way line of the Dual Highway now known as U.S. Route 50 to the point of beginning. The above parcel of land contains 0.34 acres, more or less.

IMPROVED by a one story concrete block and tile building built for use as a Gasoline Filling Station and Auto Repair Shop (and containing two rest rooms.)

TERMS OF SALE: A Cash Deposit of \$500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon final ratification of the sale by the Circuit Court for Queen Anne's County, and said balance shall bear interest at 6% from date of sale. All taxes and other public dues and charges are to be adjusted to date of sale. Cost of all documentary stamps to be paid by purchaser. Said property to be sold subject to restrictions of record, if any.

JOSEPH A. JACKSON, JR., Auctioneer
WILLIAM F. PODLICH, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case of Aurora Federal Savings and Loan Vs. Pennick Corp. Case a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of April 1963, and the last insertion on the 2nd day of May, 1963.

AND
THE QUEEN ANNE'S RECORD/OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed May 14, 1963

CERTIFICATE OF PURCHASER
Filed May 14, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Lawrence C. Thomas purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the Agent for the purchaser Aurora Federal Savings and Loan Association of the property at northwest corner of U.S. Route No. 50 and Proposed 50' Road (near Kent Island Shopping Center) in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for said property mentioned in the advertisement of sale.

LAWRENCE C. THOMAS for (SEAL)
Aurora Federal Sav U Lan Assn
Purchaser

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

NOTARY
PUBLIC
SEAL

Filed May 14, 1963

ORDER NISI ON SALE
Filed May 14, 1963

Aurora Federal Savings and Loan Association, a body corporate)
vs.)
Pennick Corporation, a body corporate)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4536

ORDERED, this 14th. day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th. day of June, 1963, unless cause to the contrary

thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of June, 1963.

The report states the amount of sale to be \$15,000.00.

CHARLES W. CECIL Clerk

Filed May 14, 1963.

CERTIFICATE OF PUBLICATION OF ORDER
NISI ON SALE
Filed June 19, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate
vs.

Pennick Corporation,
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4536

ORDERED, this 14th day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of June, 1963.

The report states the amount of sales to be \$15,000.00.

CHARLES W. CECIL, Clerk

Filed: May 14, 1963.
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 18, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Aurora Federal Vs. Pennick Cause No. 4536 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1963, and the the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of May, 1963, and last insertion on the 30th day of May, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E.A. DADDS

Filed June 19, 1963

FINAL ORDER OF RATIFICATION
Filed June 19, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate

vs.

PENNICK CORPORATION, a body corporate

CASE NO. 4536

IN THE

CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

FINAL ORDER OF RATIFICATION

ORDERED, this 19th day of June, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOMAS J. KEATING JR.

THOMAS J. KEATING JR.

JUDGE

Filed June 19, 1963

ACCOUNT OF AUDITOR
Filed July 29, 1963

Aurora Federal Savings
and Loan Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

No. 4536

Pennick Corporation

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors,
respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee, (and vendor), who was duly appointed such Trustee by decree of this Court of April 8, 1963, in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$33,283.99.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale; to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, and the order nisi of sale, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgages as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

July 23, 1963

Filed July 29, 1963

Cause No. 4536

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963

May 7	By proceeds of the sale of land, per report of vendor, to wit:-----	\$15,000.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----	106.33
	By gross proceeds of said sales, to wit:-----	\$15,106.33

Dr.

To William F. Podlich, Trustee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$250.00	
2-His commissions for making sales, to wit:-----	905.32	\$1,155.32
To do., for an amount paid Charles W. Cecil, Clerk, as partial payment of court costs in this cause, per receipt for same exhibited, to wit:		10.00
To do., for an amount due Charles W. Cecil, Clerk, for balance of court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk---	\$21.20	
2-Appearence fee of Wm. F. Podlich, Attorney -----	10.00	31.20
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond and additional bond filed in this cause, per statement for the same exhibited, to wit:-----		10.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts		

for same exhibited, to wit:
 1-Costs for publishing advertisement
 of sale -----\$112.50
 2-Costs for publishing order nisi of
 sale ----- 14.00 126.50

To do., for an amount paid J. A. Jackson,
 Jr., Auctioneer, for crying said sale,
 per receipt for same exhibited, to wit: 25.00

To do., for an amount paid Elsie Cantis,
 Notary, for Notary fees in this Cause
 per her receipt for same exhibited, to wit: 2.00

To do., for allowance for an amount due as Vendor's
 share of 1963 State and County taxes on the
 real estate sold in this cause per
 statement of Vendor, to wit: 61.96

To J. Thomas Clark, auditor, for
 stating this audit, the sum of 72.00

To Aurora Federal Savings and Loan
 Association as a partial payment
 on the indebtedness due under terms of the
 mortgage foreclosed herein in the sum
 of \$46,896.34, as per statement
 of mortgage indebtedness filed in this
 cause, the balance, or the sum of 13,612.35

\$15,106.33 \$15,106.33

July 23, 1963

J THOMAS CLARK
 Auditor

Filed July 29, 1963

CERTIFICATE OF NOTICES MAILED
 Filed July 29, 1963

Aurora Federal Savings and
 Loan Association

vs.

Pennick Corporation

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4536

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 29,
 1963, the date the audit in the above entitled cause was filed in this court, that he
 did by U. S. First Class Mail notify the following interested parties to this cause,
 to wit:

Aurora Federal Savings
 and Loan Association
 Aurora Federal Building
 Charles Street at Saratoga
 Baltimore 1, Maryland

William F. Podlich, Esq.
 Aurora Federal Building
 Charles Street at Saratoga
 Baltimore 1, Maryland

Pennick Corporation
 15 West Franklin Street
 Baltimore 1, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that
 said account was filed on July 29, 1963, with the Clerk of this Court, Centreville,
 Maryland, and that exceptions to said audit must be filed within fifteen (15) days of
 said date, and that if no exceptions are filed within such fifteen (15) day period,
 the account may thereupon be ratified.

J THOMAS CLARK
 Auditor

Filed July 29, 1963

NISI RATIFICATION OF AUDIT
 Filed July 29, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Pennick Corporation, a body
corporateIn the Circuit Court
for Queen Anne's County

In Equity

Cause No. 45 36

ORDERED, this 29th. day of July, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th. day of August, 1963, unless cause to the contrary thereof be previously shown;

Filed July 29, 1963CHARLES W. CECIL Clerk

FINAL RATIFICATION OF AUDIT

Filed Aug. 13, 1963

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Pennick Corporation, a body corporate

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4536

Final RATIFICATION OF AUDIT

ORDERED, this 13th day of August, 1963, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and William F. Pdolich is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Aug. 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eighth day of April in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION,

Docket TSP #2 Folio 282
Case No. 4537
Filed April 8, 1963

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY

CASE "A"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 18th day of April A.D. 1957 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$10,500.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1." and filed herewith as part of this petition.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
(William F. Podlich)
Attorney for Plaintiff

PEITIONER'S EXHIBIT NO. 1
Filed April 8, 1963

LIBER 34 PAGE 182

#39,001
RECEIVED FOR RECORD April 25, 1957

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 18th day of April in the year one thousand nine hundred and fifty-seven, between GUARANTEED REALTY CORPORATION, a body corporate, duly incorporated under the Laws of ---, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said GUARANTEED REALTY CORPORATE, a body corporate, -- the sum of Ten Thousand Five Hundred and 00/100 (\$10,500.00)-- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) -- per cent per annum, in the manner following:

By the payment of Eighty-eight and 65/100 (\$88.65) dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the mortgagee in the following order.

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayments.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said GUARANTEED REALTY CORPORATION, a body corporate, doth grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in KENT ISLAND, 4th Election District of Queen Anne's County, State of Maryland, and described as follows:

ALL that lot or parcel of land being known and designated as Lot No. 14, Block L. of the lands of the Romancoke Holding Company, called or known as the THIRD SECTION OF KENT ISLAND ESTATES, as is more particularly set forth on a Plat of said SECTION ENTITLED "SECOND EDITION OF THE THIRD SECTION OF KENT ISLAND ESTATES," by J. B. Metcalfe, Registered Surveyor, recorded April 6, 1951, among the Land Records of Queen Anne's County in Liber TSP No. 1, Folio 191.

BEING THE -1st- lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from David M. Nichols and wife unto the Mortgagor herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever SUBJECT, HOWEVER, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated October 25, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 7, Folio 564, from Kent Island Holding Company, Inc., unto the Chesapeake Bay Corporation.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association as follows:

1. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expenses involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the -20th- day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereof. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor(s) who hereby agree(s) to pay to the said attorney, a fee of thirty five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a de-

proceed for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied to as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the corporate seal of said Mortgagor and the signature of its duly authorized officer.

TEST:

ELSIE CURTIS
Elsie Curtis

GUARANTEED REALTY CORPORATION

By MALCOMM W. HARDESTY
Vice President

Malcom W. Hardesty

Corporate
Seal

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Malcom W. Hardesty, Vice President of GUARANTEED REALTY CORPORATION, a body corporate, the mortgagor(s), named in the foregoing mortgage and he, as such Vice President acknowledged said mortgage to be the act of said body corporate. At the same time also appeared JOHN L. FISHER---- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL.

ELSIE CURTIS
Notary Public
Elsie Curtis

My commission expires on May 6, 1957.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 34, folio 182, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 8th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL

Clerk

STATEMENT OF MORTGAGE CLAIM
Filed April 8, 1963

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,)
)
vs.)
)
GUARANTEED REALTY CORPORATION,)
a body corporate)
)
CASE "A"

DOCKET TSP #2 FOLIO 282
CASE NO. 4537
FILED April 8, 1963

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from Guaranteed Realty Corporation, a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION dated April 18, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34, folio 182.

Original Loan	\$10,500.00
Amount repaid	1,421.62
Loan Balance	\$ 9,078.38
Interest to 7-7-63	1,888.31
	\$10,966.69
Expense Account Deficit	204.31
	\$11,171.00

Corporate Seal) AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
)
By DWIGHT F. BRUNK
Dwight F. Brunk President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of April in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Notary Public Seal) ELSIE CURTIS
)
(Elsie Curtis) Notary Public

DECREE FOR SALE OF MORTGAGED PREMISES
Filed April 8, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,)
)
vs.)
)
GUARANTEED REALTY CORPORATION,)
A body corporate)

DOCKET TSP #2 FOLIO 282
CASE NO. 4537
FILED April 8, 1963

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CASE "A"

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 8th day of April in the year nineteen hundred and sixty-three by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand (\$5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale; which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee

shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed to the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before); the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their successors, heirs and assigns, the property and estate to him her or them sold, free clear and discharged from all claims of the parties hereto. Petitioner and Mortgagor, and those claiming by, from or under them, or either of them And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the forementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS J KEATING JR
Judge

Filed April 8, 1963

CERTIFIED COPY OF BOND
FILED April 30, 1963

Queen Anne's County, to wit: Be it remembered that on this Thirtieth day of April in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:

Judicial 10-MARYLAND-TRUSTEE TO SELL

IN THE CIRCUIT COURT

OF
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

Bond No. 16 294 63

Aurora Federal Savings and Loan Association

versus

Guaranteed Realty Corporation -
Case "A"

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of May in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Guaranteed Realty Corporation - Case "A" now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Test ELSIE CURTIS

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

CAROL A. SCHLEUPNER
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth, Attorney in fact

Corporate
Seal

And at the foot of the foregoing Bond is the following endorsement, to wit:

Security approved & Bond filed April 30, 1963.

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney attached thereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 226, a Bond Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 30th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL

Clerk

REPORT OF SALE
Filed May 14, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4537
vs.	:	IN THE
	:	CIRCUIT COURT
GUARANTEED REALTY CORPORATION, a body corporate	:	FOR QUEEN ANNE'S COUNTY
	:	IN EQUITY
		CASE "A"

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 7, 1963, at 1:20 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Eight Thousand and 00/100 (\$8,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Eight Thousand and 00/100 (\$8,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

ELSIE CURTIS
Notary Public

ELSIE CURTIS

Filed May 14, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 14, 1963

WILLIAM F. PODLICH, Solicitor
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MARYLAND
Plaza 2-2850

TRUSTEE'S SALE
- OF -

VALUABLE IMPROVED FEE SIMPLE
REAL ESTATE

SITUATED IN THE THIRD SECTION OF KENT
ISLAND ESTATES ON KENT ISLAND IN THE
FOURTH ELECTION DISTRICT OF QUEEN
ANNE'S COUNTY, MARYLAND

By a Decree of the Circuit Court for Queen Anne's County, In Equity, in a cause entitled AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION VS. GUARANTEED REALTY CORPORATION (Case "A"), the undersigned Trustee will sell at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on -

TUESDAY, MAY 7, 1963

At 1:20 o'clock P.M.

All that fee simple parcel of land situated and lying in the Fourth Election District of Queen Anne's County, in the State of Maryland on Kent Island, to wit:

ALL that lot or parcel of land being known and designated as Lot No. 14, Block L, of the lands of the Romancoke Holding Company, called or known as the Third Section of Kent Island Estates, as is more particularly set forth on a Plat of said lands, entitled "Second Edition of the Third Section of Kent Island Estates," by J.B. Metcalfe, Registered Surveyor, recorded April 6, 1951, among the Land Records of Queen Anne's County in Liber TSP No. 1, folio 191.

IMPROVED by a one story frame dwelling containing six rooms and one bath.

The above described property will be sold subject to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated October 25, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 7, folio 564, from Kent Island Holding Company, Inc., to Chesapeake Bay Corporation.

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon final ratification of the sale by the Circuit Court for Queen Anne's County, and said balance shall bear interest at 6% from date of sale. All taxes and other public dues and charges are to be adjusted to date of sale. Cost of all documentary stamps to be paid by purchaser.

WILLIAM F. PODLICH, Trustee

JOSEPH A. JACKSON, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case of Aurora Federal Savings and Loan Case "A" in true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 11th day of April 1963, and the last insertion on the 2nd day of May, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed May 14, 1963

CERTIFICATE OF PURCHASER
Filed May 14, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Lawrence C. Thomas purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the Agent for the purchaser Aurora Federal Savings and Loan Association) of Lot 14, Block L, Third Section of Kent Island Estates, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for said property mentioned in the advertisement of sale.

LAWRENCE C. THOMAS JR (SEAL)
Purchaser
Aurora Fed. Sav & Loan Assn

WITNESS MY hand and Notarial Seal.

<u>ELSIE CURTIS</u>	NOTARY
Notary Public	PUBLIC
ELSIE CURTIS	SEAL

Filed May 14, 1963

ORDER NISI ON SALE
Filed May 14, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate

vs.

Guaranteed Realty Corporation,
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4537

ORDERED, this 14th. day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th. day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of June, 1963.

The report states the amount of sales to be \$8,000.00.

CHARLES W. CECIL Clerk

Filed May 14, 1963

ORDER NISI ON SALE
Filed June 19, 1963

ORDER NISI ON SALE

Aurora Federal Savings
And Loan Association, a
body corporate

vs.

Guaranteed Realty Corporation
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4537

ORDERED, this 14th day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of June, 1963.

The report states the amount of sales to be \$8,000.00.

CHARLES W. CECIL, Clerk

Filed: May 14, 1963
True Copy Test:

CHARLES W. CECIL' Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 18, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Aurora Federal Savings Vs. Guaranteed Realty Cause No. 4537 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, A WEEKLY NEWSPAPER printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of May, 1963, and the last insertion on the 30th day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E A DADDS

Filed June 19, 1963

FINAL ORDER OF RATIFICATION
Filed June 19, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION,
a body corporate

vs.

GUARANTEED REALTY CORPORATION,
a body corporate

CASE NO. 4537

IN THE

CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY

CASE "A"

FINAL ORDER OF RATIFICATION

ORDERED this 19th day of June, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J KEATING JR.

JUDGE

Filed June 19, 1963

ACCOUNT OF AUDITOR
Filed July 31, 1963

Aurora Federal Savings and Loan
Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

Guaranteed Realty Corporation

No. 4537

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee, (and vendor), who was duly appointed such Trustee by decree of this Court of April 8, 1963, in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$3,978.78.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's charges, the costs of advertising the notice of sale, and the order nisi of sale, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgages as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

July 25, 1963

Filed July 31, 1963

Cause No. 4537

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these (and vendor of said land)

Cr.

1963		
May 7	By proceeds of the sale of land, per report of vendor, to wit:---	\$8,000.00
	By interest on unpaid balance of purchase price per statement of vendor, to wit:-----	55.00
	By gross proceeds of said sales, to wit:-----	\$8,055.00

Dr.

To William F. Podlich, Trustee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$35.00	
2-His commissions for making sales, to wit*-----	552.75	\$587.75
To do., for an amount paid Charles W. Cecil, Clerk, as partial payment of court costs in this cause, per receipt for same exhibited, to wit:		10.00
To do., for an amount due Charles W. Cecil, Clerk, for balance of court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk	\$21.20	31.20
2-Appearence fee of Wm. F. Podlich, Attorney -----	10.00	
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the		

premium on the corporate surety
bond and additional bond filed in
this cause, per statement for the
same exhibited, to wit:-----

10.00

To do., for amounts paid Queen Anne's
Record-Obserber, per its receipts
for same exhibited, to wit:

1-Costs for publishing
advertisement of sale -----\$93.75
2-Costs for publishing order
nisi of sale ----- 14.00

107.75

To do., for an amount paid J. A. Jackson,
Jr., Auctioneer, for crying said sale,
per receipt for same exhibited, to wit:

25.00

To do., for an amount paid Elsie Curtis,
Notary, for Notary fees in this Cause
per her receipt for same exhibited,
to wit:

2.00

To do., for allowance for an amount
due as Vendor's share of 1963
State and County taxes on the
real estate sold in this cause
per statement of Vendor, to wit:

39.58

To Jc. Thomas Clark, auditor, for
stating this audit, the sum of

49.50

To Aurora Federal Savings and Loan
Association as a partial payment
on the indebtedness due under
terms of the mortgage foreclosed
herein the sum of \$11,171.00
as per statement of mortgage
indebtedness filed in this cause,
the balance, or the sum of

7,192.22
\$8,055.00

\$8,055.00

July 25, 1963

J THOMAS CLARK
Auditor

Filed July 31, 1963

CERTIFICATE OF NOTICES MAILED
Filed July 31, 1963

Aurora Federal Savings
and Loan Association

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

Guaranteed Realty Corporation

Equity No. 4537

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 31,
1963, the date the audit in the above entitled cause was filed in this Court, that
he did, by U. S. First Class Mail notify the following interested parties to this
cause, to wit:

William F. Podlich, Esq.
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Aurora Federal Savings
and Loan Association
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Guaranteed Realty Corporation
15 West Franklin Street
Baltimore 1, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that
said account was filed on July 31, 1963, with the Clerk of this Court, Centreville,
Maryland, and that exceptions to said audit must be filed within fifteen (15) days of
said date, and that if no exceptions are filed within such fifteen (15) days period,
the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 31, 1963

NISI RATIFICATION OF AUDIT
Filed July 31, 1963

Aurora Federal Savings and Loan Association)

Vs. (

Guaranteed Realty Corporation,)
a body corporate)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4537

ORDERED, this 31st. day of July, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 15th. day of August, 1963, unless cause to the contrary thereof be previously shown.

Filed July 31, 1963

CHARLES W. CECIL Clerk

FINAL RATIFICATION OF AUDIT
Filed Aug. 15, 1963

Aurora Federal Savings and Loan Association)

vs. (

Guaranteed Realty Corporation,)
a body corporate)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4537

FINAL RATIFICATION OF AUDIT

ORDERED, this 15th day of August, 1963, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and William F. Podlich is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

Filed Aug. 15, 1963

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of April in the year nineteen hundred and sixty-three, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION,
a body corporate

DOCKET TSP # 2 FOLIO 283
CASE No. 4538
FILED April 8, 1963

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY
IN EQUITY

Case "B"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 18th day of April A.D. 1957 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$10,500.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid property.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

WILLIAM F. PODLICH
(William F. Podlich) Attorney for
Plaintiff

PETITIONER'S EXHIBIT NO. 1
Filed April 8, 1963

LIBER 34 PAGE 185

#39,002
RECEIVED FOR RECORD April 25, 1957

Form-No. 1-CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 8th day of April in the year one thousand nine hundred and fifty-seven, between GUARANTEED REALTY CORPORATION, a body corporate, duly incorporated under the Laws of, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said GUARANTEED REALTY CORPORATION, a body corporate, the sum of Ten Thousand Five Hundred and 00/100 (\$10,500.00)-- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%)-- per cent per annum, in the manner following:

By the payment of Eighty-eight and 65/100 (\$88.65)-- dollars on or before the -20th- day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said GUARANTEED REALTY CORPORATION, a body corporate,-- do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in KENT ISLAND, 4th Election District of Queen Anne's County-- State of Maryland, and described as follows:

ALL that lot or parcel of land being known and designated as Lot No. 12, Block K, of the lands of Chester Beach, Inc., called or known as "Harbor View," all as is more particularly shown on a Plat of said lands by William D. Purdum, Re-

gistered Surveyor, dated August 6th, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 26.

BEING THE 6thly described lot of ground in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from David M. Nichols and wife unto the Mortgagor herein.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever: SUBJECT, HOWEVER, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated August 12, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 27, from Chester Beach, Inc., unto Robert F. Podlich as amended by an Agreement between said parties and others, dated October 29, 1952, and recorded among the aforesaid Land Records in Liber TSP No. 7, Folio 304.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) with the said Aurora Federal Savings and Loan Association, as follows:

1. To pay the indebtedness, together with interest, as herein provided.

11. To pay a "late charge", not to exceed four per cent, (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

111. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the -20th- day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder or said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described in advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided),

and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall unure, to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the corporate seal of said Mortgagor and the signature of its duly authorized officer.

TEST:

ELSIE CURTIS
Elsie Curtis

GUARANTEED REALTY CORPORATION

By MALCOLM W. HARDESTY
Malcolm W. Hardesty Vice President
Corporate
Seal.

STATE OF MARYLAND CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Malcom W. Hardesty, Vice President of GUARANTEED REALTY CORPORATION, a body corporate, named in the foregoing mortgage and he, as such Vice President she or they acknowledged said mortgage to be the act of said body corporate. At the same time also appeared, -- JOHN L. FISHER--- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of alw that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

My commission expires on May 6, 1957.
Notary
Public
Seal.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 34, folio 185, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 8th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION, a body corporate

CASE "B"

DOCKET TSP #2 FOLIO
CASE NO. 4538
FILED April 8, 1963

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage from Guaranteed Realty Corporation, a body corporate, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated April 18, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34, folio 185.

ORIGINAL LOAN	\$10,500.00
AMOUNT REPAID	1,496.56
LOAN BALANCE	\$ 9,003.44
Interest to 7-7-63	1,816.22
	\$10,819.66
Deficit Expense Account	223.34
	\$11,043.00

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal

By DWIGHT R BRUNK
Dwight F. Brunk President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of April in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

NOTARY PUBLIC SEAL.

ELSIE CURTIS
(Elsie Curtis) Notary Public.

DECREE FOR SALE OF MORTGAGED PREMISES
Filed April 8, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

GUARANTEED REALTY CORPORATION, a body corporate

DOCKET TSP #2 FOLIO 283
CASE NO. 4538
FILED April 9, 1963

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

CASE "B"

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered;

IT IS THEREUPON, this 8th day of April in the year nineteen hundred and sixty-three by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand (\$5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall be a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their success-

ors, heirs and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the aforementioned Bond shall be increased to an amount sufficient to cover the amount of the sale, by the filing of an additional Bond.

THOS J KEATING JR
Judge

Filed April 8, 1963

CERTIFIED COPY OF BOND
Filed April 30, 1963

Queen Anne's County, to wit: Be it remembered that on this Thirtieth day of April in the year nineteen hundred and sixty-three, the following Bond was filed for record, to wit:-

Judicial 10-MARYLAND-TRUSTEE TO SELL

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY
STATE OF MARYLAND BOND NO. 16 292 63

Aurora Federal Savings and Loan Association)
versus)
Guaranteed Realty Corporation -)
Case "B")

BOND TOF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore 2, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of May in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association versus Guaranteed Realty Corporation - Case "B" now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

TEST

ELSIE CURTIS

WILLIAM F. PODLICH (SEAL)
William F. Podlich

UNITED STATES FIDELITY AND GUARANTY COMPANY

CAROL A. SCHLEUPNER
Witness as to Surety

By ROBERT J. NOETH
Robert J. Noeth, Attorney in fact.
Corporate Seal.

And at the foot of the foregoing Bond is the following endorsement, to wit:-

Security approved and Bond filed April 30, 1963

CHARLES W. CECIL, Clerk
Certified copy of Power of Attorney attached thereto.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 228, a Bond Record for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 30th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 14, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	CASE NO. 4538
vs.	:	IN THE
	:	CIRCUIT COURT
GUARANTEED REALTY CORPORATION, a body corporate	:	FOR QUEEN ANNE'S COUNTY
		IN EQUITY
		CASE "B"

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows; That after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 7, 1963, at 1:30 o'clock, P.M., and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the mortgaged property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, it being then and there the highest bidder therefor, at and for the sum of Seven Thousand and 00/100 (\$7,000.00) Dollars, upon the terms mentioned in said advertisement.

Said Trustee further certified that he believes said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of the sale by the Court; and he attaches hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Seven Thousand and 00/100 (\$7,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Filed May 14, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 14, 1963

WILLIAM F. PODLICH SOLICITOR
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MARYLAND
PLaza 2-2850

TRUSTEE'S SALE
-OF-
VALUABLE IMPROVED FEE SIMPLE
REAL ESTATE

SITUATE IN HARBOR VIEW ON KENT ISLAND
In the 4th Election District of Queen Anne's
Maryland.

By Decree of the Circuit Court for Queen Anne's County, In Equity, in a cause entitled AURORA FEDERAL SAVINGS AND LOAN ASSOCIATIONS VS. GUARANTEED REALTY CORPORATION (Case B), the undersigned Trustee will sell at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on -

TUESDAY, MAY 7, 1963

at 1:30 o'clock P.M.

All that fee simple parcel of land situated and lying in the Fourth Election District of Queen Anne's County, in the State of Maryland, on Kent Island, to wit:

ALL that lot or parcel of land being known and designated as Lot No. 12, Block K, of the lands of Chester Beach, Inc., called or known as "Harbor View" all as is more particularly shown on a Plat of said lands by William D. Purdum, Registered Surveyor, dated August 6th, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, folio 26.

IMPROVED by a one story frame dwelling containing five rooms and one bath.

The above described property will be sold subject to the legal operation and effect of the restrictions, conditions, covenants and agreements set out in a Deed dated August 12, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, folio 27, from Chester Beach, Inc., unto Robert F. Podlich, as amended by an Agreement between Said parties and others dated October 29, 1952, and recorded among the aforesaid Land Records in Liber TSP No. 7, folio 304.

TERMS OF SALE: A Cash deposit of \$500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon final ratification of the sale by the Circuit Court for Queen Anne's County, and said balance shall bear interest at 6% from date of sale. All taxes and other public dues and charges are to be adjusted to date of sale. Cost of all documentary stamps to be paid by purchaser.

WILLIAM F. PODLICH, Trustee

JOSEPH A. JACKSON, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 10, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case of Aurora Federal Savings and Loan Case "B" a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of April 1963, and the last insertion on the 2nd day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By E.A. DADDS

Filed May 14, 1963

PURCHASER'S CERTIFICATE
Filed May 14, 1963

1:30 P.M.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Lawrence C. Thomas purchaser at the foreclosure sale in this cause, and made oath in due form of law (That he is the Agent for the purchaser Aurora Federal Savings and Loan Association) of Lot 12, Block K, Harborview, in the 4th Election District of Queen Anne's County, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the advertisement of sale.

LAWRENCE C. THOMAS for (SEAL)

Aurora Federal Sav & Loan Assn
Purchaser

WITNESS my hand and Notarial Seal

ELSIE CURTIS
Notary Public
ELSIE CURTIS

NOTARY
PUBLIC
SEAL

Filed May 14, 1963

ORDER NISI ON SALE
Filed May 14, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate

vs.

Guaranteed Realty Corporation, a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4538

ORDERED, this 14th. day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be

ratified and confirmed, on or after the 14th. day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th. day of June, 1963.

The report states the amount of sales to be \$7,000.00.

Filed May 14, 1963

CHARLES W. CECIL Clerk

ORDER NISI ON SALE
Filed June 9, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate
vs.
Guaranteed Realty Corporation,
a body corporate

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4538

ORDERED, this 14th day of May, 1963, that the sale of the real property, made and reported in this cause by William F. Podlich, Trustee, be ratified and confirmed, on or after the 14th day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of June, 1963.

The report states the amount of sales to be \$7,000.00.

Filed: May 14, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 18, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does here by certify that the Order Nisi on Sale in the case of Aurora Federal Va. Guaranteed Realty Cause No. 4538 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of May 1963, and the last insertion on the 30th day of May, 1963.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed June 9, 1963

FINAL ORDER OF RATIFICATION
Filed June 19, 1963

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

GUARANTEED REALTY CORPORATION,
A body corporate

CASE NO. 4538

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY

CASE "B"

FINAL ORDER OF RATIFICATION

ORDERED this 19th day of June, 1963, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the sale of the real estate made and reported in this cause by WILLIAM F. PODLICH, Trustee herein, be and the same is hereby ratified and confirmed, no cause to the contrary thereof being shown, although due notice appears to have been given by the preceding Order nisi, and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Filed June 19, 1963

THOS J KEATING JR

JUDGE

ACCOUNT OF AUDITOR
Filed July 31, 1963

Aurora Federal Savings and
Loan Association

In The Circuit Court For
Queen Anne's County
In Equity

vs.

No. 4538

Guaranteed Realty Corporation

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unot your Honors,
respectfully represents:

1. That this account is stated at the request of William F. Podlich, Trustee, (and vendor), who was duly appointed such Trustee by decree of this Court of April 8, 1963, in this foreclosure proceeding; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceedings and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$4,799.62.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid balance of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, auctioneer's chartes, the costs of advertising the notice of sale, and the order nisi of sale, the vendor's share of 1963 state and county taxes on the realty sold herein, Notary fees, his fees for his services and commissions, as per terms of said mortgage, the fee of our auditor for stating this account, and the balance of said proceeds have been by your auditor directed to be paid the Mortgages as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

July 24, 1963

Filed July 31, 1963

Cause No. 4538

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963			
May 7	By proceeds of the sale of land, per report of vendor, to wit:-----	\$7,000.00	
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----		47.67
	By gross proceeds of said sales, to wit: -----		<u>\$7,047.67</u>

Dr.

To William F. Podlich, Trustee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services -----	\$35.00	
2-His commissions for making sales, to wit:-----	<u>502.38</u>	\$537.38
To do., for an amount paid Charles W. Cecil, Clerk, as partial payment of court costs in this cause, per receipt for same exhibited, to wit:		10.00
To do., for an amount due Charles W. Cecil, Clerk, for balance of court costs in this cause, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk -----	\$21.20	
2-Appearance fee of Wm. F. Podlich, Attorney -----	<u>10.00</u>	31.20
To do., for an amount due Bland, Dugan & McMillian, Inc., Agent, for the premium on the corporate surety bond and additional bond filed in this cause, per statement for the same exhibited, to wit:-----		10.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-Costs for publishing advertisement of sale -----	\$93.75	
2-Costs for publishing order nisi of sale -----	<u>14.00</u>	107.75
To do., for an amount paid J. A. Jackson, Jr., Auctioneer, for crying said sale, per receipt for same exhibited, to wit:		25.00

To do., for an amount paid Elsie Curtis, Notary, for Notary fees in this Cause per her receipt for same exhibited, to wit:	2.00	
To do., for allowance for an amount due as Vendor's share of 1963 State and County taxes on the real estate sold in this cause, per statement of Vendor, to wit:	31.46	
To J. Thomas Clark, auditor, for stating this audit, the sum of	49.50	
To Aurora Federal Savings and Loan Association as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of \$11,043.00 as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of	6,243.38	
	<u>\$7,047.67</u>	<u>\$7,047.67</u>

J THOMAS CLARK

Auditor

July 24, 1963

Filed July 31, 1963

CERTIFICATE OF NOTICES MAILED
Filed July 31, 1963

Aurora Federal Savings and Loan Association

vs.

Guaranteed Realty Corporation

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4538

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 31, 1963, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

William F. Podlich, Esq.
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Aurora Federal Savings
and Loan Association
Aurora Federal Building
Charles Street at Saratoga
Baltimore 1, Maryland

Guaranteed Realty Corporation
15 West Franklin Street
Baltimore 1, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 31, 1963, with the Clerk of this Court, Centerville, Maryland, and that exceptions to said audit must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 31, 1963

NISI RATIFICATION OF AUDIT
Filed July 31, 1963

Aurora Federal Savings and Loan Association

vs.

Guaranteed Realty Corporation

In the Circuit Court
for Queen Anne's County
In Equity

Cause No. 4538

ORDERED, this 31st, day of July, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 15th. day of August, 1963, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 31, 1963

FINAL RATIFICATION OF AUDIT
Filed Aug. 15, 1963

Aurora Federal Savings and Loan
Association

vs.

Guaranteed Realty Corporation

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In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4538

FINAL RATIFICATION OF AUDIT

ORDERED, this 15th day of August, 1963, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and William F. Podlich is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County

Filed Aug. 15, 1963