

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 284
CASE NO. 4539
FILED April 8, 1963

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 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 191

#39,004

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 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. 16, Block H, 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 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 6, Folio 26.

BEING THE 4thly 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. Poddlich 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 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 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:

GUARANTEED REALTY CORPORATION
By MALCOLM W HARDESTY
Malcolm W. Hardesty Vice President
Corporate Seal.

ELSIE CURTIS
ELSIE CURTIS

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 Malcolm 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 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

Commission expires May 6, 1957
Notary
Public
Seal.

ELSIE CURTIS

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 191, 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 DEBT
Filed April 8, 1963

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. GUARANTEED REALTY CORPORATION, a body corporate

DOCKET TSP #2 FOLIO 284
CASE NO. 4539
FILED April 8, 1963

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CASE "C"

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 191.

Table with 2 columns: Description, Amount. Rows include Original Loan (\$10,500.00), Amount repaid (1,427.73), Loan Balance (\$9,072.27), Interest to 7-8-63 (1,811.00), Expense Account Deficit (208.76), and Total (\$11,092.03).

Corporate Seal.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F BRUNK
Dwight F. Brunk - President

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

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
Notary Public
(ELSIE CURTIS)

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 284
CASE No. 4539
FILED April 8, 1963

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 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 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 April 8, 1963

CERTIFIED COPY OF BOND
Filed April 29, 1963

Queen Anne's County, to wit: Be it remembered that on this 29th 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. 16 293 63

Aurora Federal Savings and Loan Association)
)
versus)
)
Guaranteed Realty 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 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 "C" now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounded 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 29, 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 218, 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 29th day of

Circuit
Court
Seal.

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. 4539
vs.	:	IN THE CIRCUIT COURT
GUARANTEED REALTY CORPORATION, a body corporate	:	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 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 1:40 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 Six Thousand and 00/100 (\$5,000.00) 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 Six Thousand and 00/100 (\$6,000.00) 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

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 HARBORVIEW
ON KENT ISLAND

In the 4th Election District of Queen Anne's County

By 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 "C"), 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 1:40 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. 16, Block H of the lands of Chester Beach, Inc., called or known as "Harborview" 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 "C" 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

CERTIFICATE OF PURCHASER
Filed May 14, 1963

1:40 PM

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on the 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 16, Block H. 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, JR (SEAL)
AURORA FED. SAV & LOAN ASSN Purchaser

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
Notary Public

ELSIE CURTIS
NOTARY
PUBLIC
SEAL.

ORDER NISI ON SALE
Filed May 14, 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
Guaranteed Realty Corporation)
a body corporate) Cause No. 4539

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 \$6,000.00.

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.
Guaranteed Realty Corporation
a body corporate

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

Cause No. 4539

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 \$6,000.00.

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. Guaranteed Realty Cause No. 4539 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 corporated

: CASE NO. 4539
:
: IN THE
:
: CIRCUIT COURT
:
: FOR QUEEN ANNE'S COUNTY
:
: IN EQUITY

CASE "C"

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

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. 4539

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 \$5,807.98.

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, 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. 4539

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:-----	\$6,000.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----	40.34
	By gross proceeds of said sales, to wit:-----	\$6,040.34

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:-----	452.01	\$487.01
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 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 -----	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 of 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 -----	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:		33.83
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 \$11,092.03, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of		5,284.05
	<u>\$6,040.34</u>	<u>\$6,040.34</u>

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

vs.

Guaranteed Realty Corporation

IN THE CIRCUIT COURT

FDR

QUEEN ANNE'S COUNTY

Equity No. 4539

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) days period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed July 31, 1963

NISI RATIFICATION OF AUDIT
Filed July 31, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan
Association

vs.

In the Circuit Court

for Queen Anne's County
In Equity

Guaranteed Realty Corporation)

Cause No. 4539

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 August 15, 1963

Aurora Federal Savings and Loan Association)

vs.)

Guaranteed Realty Corporation)

In the Circuit Court
for Queen Anne's County
in Equity
Cause No. 4539

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

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirteenth day of June in the year nineteen hundred and Fifty-six, the following BILL OF COMPLAINANT was filed for record, to wit:-

WILLIAM H. GREEN :
R.F.D. 1 :
Chestertown, Maryland :
Complainant :

vs. :

HELEN WILLIAMS, 1320 West :
2nd Street, Chester, Pa.; THE :
MALE AND FEMALE BENEFICIAL :
ASSOCIATION OF UNION, QUEEN :
ANNE'S COUNTY, MARYLAND, Assignee :
of Mortgage dated December 30, 1905 :
from J. Frank Coleman et ux to Elizabeth :
F. S. Jarrell, Church Hill, Maryland, and :
THE MALE AND FEMALE BENEFICIAL ASSOCIATION :
OF COLORED PEOPLE OF UNION, QUEEN ANNE'S :
COUNTY, MARYLAND, Church Hill, Maryland, and :
all PERSONS HAVING OR CLAIMING TO HAVE ANY :
INTEREST IN PROPERTY LYING AND BEING IN THE :
SEVENTH ELECTION DISTRICT OF QUEEN ANNE'S :
COUNTY, MARYLAND, LOCATED ON CHURCH HILL- :
FOREMAN BRANCH ROAD, ADJOINING THE LANDS OF :
OLIVER D. CREW, ASSESSED VALUE \$100.00, CON- :
SISTING OF A LOT AND ASSESSED TO HELEN :
WILLIAMS, AND THE UNKNOWN OWNER OF THE AFORE- :
SAID PROPERTY, HIS OR HER HEIRS, DEVISEES, and :
PERSONAL REPRESENTATIVES AND THEIR OR ANY OF :
THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRA- :
TORS, GRANTEES, ASSIGNS, OR SUCCESSORS IN :
RIGHT, TITLE AND INTEREST. :

Defendants :

IN THE CIRCUIT COURT

FOR

✓ QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4047

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That on the 17th day of May, 1955, at a public tax sale held in front of the Court House, Centreville, Maryland, The County Commissioners of Queen Anne's County, being then and there the highest bidder for the hereinafter described land, was issued by the Treasurer and Collector of Taxes of Queen Anne's County and the State of Maryland, a Certificate of Sale, which by mesne assignments is now vested in your Orator, as will more fully appear by reference to the same, which is filed herewith as a part hereof and marked Complainant's Exhibit A.

2. That the land so purchased is described in substantially the same form as the description appearing on the Collector's Tax Roll, as follows:

"The property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Church Hill-Foreman Branch Road adjoining the lands of Oliver D. Crew assessed value \$100.00 consisting of lot and assessed to Helen Williams."

3. That according to the records of the Circuit Court for Queen Anne's County, including the land records in said Court, and of the Register of Wills of Queen Anne's County, Helen Williams is the record owner of the aforementioned parcel of real estate, but since it is believed that Helen Williams may now be deceased and there is nothing in said records to indicate even the fact of her death or who would now be the owners of said property, all the unknown owners of said property have been included as party Defendants, and an affidavit by Clayton C. Carter, Attorney at Law, who made a search of the aforesaid records for a period of at least forty (40) years immediately prior to the institution of this suit, is attached hereto as a part hereof and marked Complainant's Exhibit B.

4. That said property has not been redeemed by any parties in interest, although more than a year and a day from the date of sale has expired.

5. That Forty Dollars and Fifteen Cents (\$40.15) with interest at six per centum per annum from May 17, 1955, is the amount necessary for the redemption of said lot or parcel of land.

TO THE END THEREFORE:

(1) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants in and to the property above-mentioned and described.

(2) That your Orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orator the Order of Publication giving notice to the following person who is a non-resident of the State of Maryland and does not reside herein:

Helen Williams, 1320 West 2nd Street,
Chester, Pa.

and to all persons having or claiming to have any interest in property lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Church Hill-Foreman Branch Road, adjoining the lands of Oliver D. Crew, assessed value \$100.00, consisting of a lot and assessed to Helen Williams, and the unknown owner of the aforesaid property, his or her heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest, of the object and substance of this Bill, warning them to be and appear in this Court, in person or by solicitor, on or before some certain day to be named therein, to answer this Bill or to redeem the property and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.,

CLAYTON C. CARTER
Solicitor for Complainant

Filed June 13, 1956

COMPLAINANT'S EXHIBIT A
CERTIFICATE OF SALE
Filed June 13, 1956

CERTIFICATE OF SALE

I, Claude Lowery, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 17, 1955, I sold to County Commissioners of Queen Anne's County at public auction for the sum of Forty, Dollars and fifteen Cents, of which Forty and fifteen cents Dollars has been paid, the property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Church Hill-Foreman Branch Road adjoining the lands of Oliver D. Crew assessed value 100.00 consisting of lot and assessed to Helen Williams.

The property described herein is subject to redemption. Upon redemption the holder of certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 18, 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate

Witness my hand and seal, this 17th day of May, 1955.

CLAUDE LOWERY
Treasurer and Collector

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

I HEREBY CERTIFY, THAT on this 17 day of May, 1955, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Claude Lowery, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the foregoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

KATHERINE LEWIS
Notary Public

My Commission Expires: May 6, 1957

Notary
Public
Seal

COMPLAINANT'S EXHIBIT "A"

COMPLAINANT'S EXHIBIT B
AFFIDAVIT OF TITLE SEARCH
Filed June 13, 1956

COMPLAINANT'S EXHIBIT "B"

AFFIDAVIT OF TITLE SEARCH

THIS IS TO CERTIFY that I have examined the title to The property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Church Hill-Foreman Branch Road adjoining the lands of Oliver D. Crew assessed value 100.00 consisting of lot and assessed to Helen Williams. for a period of 51 years, that is to say, from December 30, 1905 to June 11, 1956, and that, in my opinion, the fee simple title, according to the Land Records of Queen Anne's County, was vested in Helen Williams, by deed dated December 1st, 1938 and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 7A folio 381, subject to the legal operation and effect, if any, of a certain mortgage from J. Frank Coleman and wife to Elizabeth F.S. Jarrell dated December 30, 1905 and recorded among said land records in Liber J.E.G. No. 8 folio 577, which was duly assigned by said Mortgagee to "The Male and Female Beneficial Association of Union, Queen Anne's County, Maryland."

That the land records of Queen Anne's County indicate that the abovementioned property was conveyed by J. Frank Coleman to The Male and Female Beneficial Association of Colored People of Union, Queen Anne's County, Maryland, by deed dated December 28, 1914 and recorded in Liber W.F.W. No. 6 folio 346; and that by

deed dated February 2, 1929 the same abovementioned property was conveyed by John F. Coleman and wife to The Male and Female Beneficial Corporation of Colored People of Union, Queen Anne's County, Maryland, recorded in Liber B.H.T. No. 9 folio 216.

The said land records do not indicate that The Male and Female Beneficial Association of Colored People, of Union, Queen Anne's County, Maryland, ever conveyed the aforementioned property to any other person; but there is a deed dated February 4, 1929 recorded in Liber B.H.T. No. 9 folio 217 from The Male and Female Beneficial Corporation of Colored People, of Union, Queen Anne's County, Maryland, to the aforementioned property. In fact, the same property was later reconveyed to The Male and Female Beneficial Corporation of Colored People, of Union, of Queen Anne's County, by deed dated November 5, 1932 and recorded in Liber B.H.T. No. 16 folio 403, and by deed dated September 1st, 1933 and recorded in Liber B.H.T. No. 16 folio 450. The Male and Female Beneficial Corporation of Colored People, of Union, Queen Anne's County, Maryland, conveyed said property to Ellsworth Wilson, the predecessor in title to Helen Williams.

An examination of the Charter Record Book in the office of the Clerk of the Court, Liber W.D. 1 at folio 43 indicates that a Corporation was formed on May 12, 1879 by the name of "Male and Female Beneficial Association of Colored People, of Union, Queen Anne's County", to continue in existence not exceeding 40 years.

There is nothing in the records to indicate any Corporation in existence in 1914, 1929 or 1932 by the name of "The Male and Female Beneficial Corporation of Colored People of Union, Queen Anne's County, Maryland". For the aforesaid reasons this affiant is of the opinion that the last mentioned title holder to this property should be joined as a party defendant in any tax sale foreclosure proceeding which might be brought concerning this land.

Your affiant is informed that the said Helen Williams may be deceased, but there is nothing in the records in the office of the Clerk of the Circuit Court for Queen Anne's County, or the Register of Wills of Queen Anne's County to indicate either the fact of death or who might now be the owners of the aforesaid property, and for this reason your affiant is of the opinion that all unknown owners of said property should be joined as party defendants in any tax sale foreclosure proceeding to this property.

Given under my hand and seal this 13th day of June, 1956.

CLAYTON C. CARTER (SEAL)
Clayton C. Carter
Attorney at Law

Subscribed and sworn to before me this 13 day of June, 1956.

T. SORDEN PIPPIN
Clerk of the Court

Filed June 13, 1956

ORDER OF PUBLICATION
Filed June 13, 1956

ORDER OF PUBLICATION

WILLIAM H. GREEN :
R.F.D. 1 :
Chestertown, Maryland :
Complainant :

vs. :

HELEN WILLIAMS, 1320 West :
2nd Street, Chester, Pa.; THE :
MALE AND FEMALE BENEFICIAL :
ASSOCIATION OF UNION, QUEEN :
ANNE'S COUNTY, MARYLAND, Assignee :
of Mortgage dated December 30, 1905 :
from J. Frank Coleman et ux to :
Elizabeth F. S. Jarrell, Church Hill, :
Maryland, and THE MALE AND FEMALE :
BENEFICIAL ASSOCIATION OF COLORED :
PEOPLE OF UNION, QUEEN ANNE'S COUNTY, :
MARYLAND, Church Hill, Maryland, and all :
PERSONS HAVING OR CLAIMING TO HAVE ANY :
INTEREST IN PROPERTY LYING AND BEING IN :
THE SEVENTH ELECTION DISTRICT OF QUEEN :
ANNE'S COUNTY, MARYLAND, LOCATED ON CHURCH :
HILL-FOREMAN BRANCH ROAD, ADJOINING THE :
LANDS OF OLIVER D. CREW, ASSESSED VALUE :
\$100.00, CONSISTING OF A LOT AND ASSESSED TO :
HELEN WILLIAMS, AND THE UNKNOWN OWNER OF THE :
AFORESAID PROPERTY, HIS OR HER HEIRS, DEVISEES, :
and PERSONAL REPRESENTATIVES AND THEIR OR ANY OF :
THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, :
GRANTEES, ASSIGNS, OR SUCCESSORS IN RIGHT, TITLE :
AND INTEREST. :
Defendants :

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4047

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to Helen Williams in the Seventh Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes

for the County of Queen Anne's and the State of Maryland, to the assignor of the Complainant in this proceeding:

"The property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Church Hill-Foreman Branch Road adjoining the lands of Oliver D. Crew assessed value \$100.00 consisting of lot and assessed to Helen Williams."

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 13th day of June, 1956, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 13th day of August, 1956, and redeem the property assessed to Helen Williams and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant a title, free and clear of all incumbrances.

WM. R. HORNEY
Judge

Filed: June 13, 1956

SUBPOENA TO BE SERVED
Filed July 2, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit
Court
Seal

QUEEN ANNE'S COUNTY, TO WIT:

TO

The Male and Female Beneficial Association of Colored People of Union, Queen Anne's County, Maryland, Church Hill, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending August 13, 1956, thereafter cause your answer or other defense to be filed to the complaint of William H. Green, R.F.D. 1, 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 Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of May, 1956

Issued the 13th. day of June, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 13th. day of August, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Colicitor for Complainant(s)

Name Clayton C. Carter

T SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the foregoing is the following endorsement:

Medford Brown, President of association, summoned by reading subpoena to him, and leaving a copy of subpoena and bill of complaint with him this 2nd day of July, 1956.

ALEXIS M. BUTLER
Sheriff

SUBPOENA TO BE SERVED
Filed July 2, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit
Court
Seal

QUEEN ANNE'S COUNTY, TO WIT:

TO

The Male and Female Beneficial Association of Union,

#33 Williams
 Queen Anne's County, Maryland, Assignee of Mortgage
 dated December 30, 1905 from J. Frank Coleman et ux to
 Elizabeth F. S. Jarrell, Church Hill, Maryland.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending August 13, 1956, thereafter cause your answer or other defense to be filed to the complaint of William H. Green, R.F.D. 1, 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 Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of May, 1956.

Issued the 13th. day of June, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 13th. day of August, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name Clayton C. Carter

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

and on the back of the foregoing is the following endorsement:

Medford Brown, President of association,
 summoned by reading subpoena to him, and
 leaving copy of subpoena and bill of com-
 plaint with him this 2nd day of July, 1956.

ALEXIS M. BUTLER
 Sheriff

ORDER OF PUBLICATION
 Filed Aug. 29, 1956

WILLIAM H. GREEN
 R.F.D. 1
 Chestertown, Maryland
 Complainant

vs.

HELEN WILLIAMS 1320 West 2nd Street
 Chester, Pa.; THE MALE AND FEMALE
 BENEFICIAL ASSOCIATION OF UNION, QUEEN
 ANNE'S COUNTY, MARYLAND, Assignee of Mortgage
 dated December 30, 1905, from J. Frank
 Coleman et ux to Elizabeth F.S. Jarrell,
 Church Hill, Maryland, and THE MALE AND
 FEMALE BENEFICIAL ASSOCIATION OF COLORED
 PEOPLE OF UNION, QUEEN ANNE'S COUNTY, MARY-
 LAND, Church Hill, Maryland, and all PER-
 SONS HAVING OR CLAIMING TO HAVE AND IN-
 TEREST IN PROPERTY LYING AND BEING IN THE
 SEVENTH ELECTION DISTRICT OF QUEEN ANNE'S
 COUNTY, MARYLAND, LOCATED ON CHURCH HILL
 FOREMAN BRANCH ROAD, ADJOINING THE LANDS
 OF OLIVER D. CREW, ASSESSED VALUE \$100.00,
 CONSISTING OF A LOT AND ASSESSED TO HELEN
 WILLIAMS, AND THE UNKNOWN OWNERS OF THE A-
 FORESAID PROPERTY, HIS OR HER HEIRS, DE*
 VISEES, and PERSONAL REPRESENTATIVES AND THEIR
 OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, AD-
 MINISTRATORS, GRANTEEES, ASSIGNS, OR SUCCESSORS
 IN RIGHT, TITLE AND INTEREST.

Defendants

In The Circuit Court for
 Queen Anne's County

In Equity
 Cause No. 4047

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to Helen Williams in the seventh Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of Queen Anne's and the State of Maryland, to the assignor of the Complainant in this proceeding:

"The property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Church Hill-

Foreman Branch Road adjoining the lands of Oliver D. Crew, assessed value \$100.00, consisting of lot and assessed to Helen Williams."

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 13th day of June, 1956, by the Circuit Court for Queen Anne's County, in Equity ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for four successive weeks, warning all persons interested in the said Court by the 13th day of August, 1956, and redeem the property assessed to Helen Williams and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant a title, free and clear of all incumbrances.

WM. R. HORNEY, Judge

Filed: June 13, 1956
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case of Cause No. 4047 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 13th day of August, 1956, and that the first insertion of said advertisement in said Queen Anne's Record-Observer was on the 21st day of June 1956, and the last insertion on the 12th day of July, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Aug. 29, 1956

DECREE
Filed Sept. 7, 1956

WILLIAM H. GREEN	:	IN THE CIRCUIT COURT
R.F.D. 1	:	
Chestertown, Maryland	:	FOR
Complainant	:	
vs.	:	QUEEN ANNE'S COUNTY
HELEN WILLIAMS et al.	:	IN EQUITY
Defendants	:	No. 4047

D E C R E E

It appearing that the Defendants and all persons claiming through or under them, having been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed in this cause by the 13th day of August, 1956, and it further appearing that no such persons have appeared and answered, and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON, this 7th day of September, 1956, by the Circuit Court for Queen Anne's County, in Equity, ORDERED AND DECREED that an absolute and indefeasible title, in fee simple, free and clear of all alienations and descents of property occurring prior to this date, and free and clear of all encumbrances thereon, except taxes accruing subsequent to the date of sale, and such public easements, if any, to which the said property is subject, in and to all that lot or parcel of land described in these proceedings is vested in the complainant, William H. Green.

AND IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Treasurer of Queen Anne's County, as a Collector of taxes for the State of Maryland and said Queen Anne's County, be and he is hereby directed to execute a deed to William H. Green in fee simple, in and to all that said lot or parcel of land described in these proceedings, upon payment to the Collector of the balance of the purchase price, due on account of the purchase price of the said property, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; said deed to be prepared by the Complainant or his attorney, and all expenses incident to the preparation and execution of said deed to be paid by the Complainant.

Wm. R. Horney
Judge

Filed / Sept. 7, 1956

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Seventeenth day of May in the year nineteen hundred and sixty three, the following BILL TO QUIET TITLE was filed for record, to wit:

Robert B. Bayne and
Jean L. Bayne, his wife
Ceumpton, Maryland,
Complainants

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

Justin B. Sheppard and
Edwin H. Brown, Executors of the
Estate of Joseph C. Sheppard, Deceased,
and the unknown heirs, executors and
Administrators of Ida Sheppard, Justin
B. Sheppard, Francis V. Sheppard,
Joseph H. Sheppard, Issac M. Sheppard
and Maria E. Anderson, deceased and all
other persons, their heirs, executors &
administrators who could claim any interest in
the real estate mentioned in these proceedings,
or who could claim to hold a line or encum-
brance on the real estate mentioned in
these proceedings -
addresses unknown;

IN EQUITY

NO. 4549

Respondents

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Robert B. Bayne and Jean L. Bayne, his wife, by J. Thomas Clark, his Solicitor, respectfully represents:

1. That this proceedings is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

2. That on or about October 31, 1854, one Michael Newhold and Hilda L. Newhold, his wife, did by deed convey unto Joseph C. Sheppard and Maurice Welch, Jr. in fee simple as Tenants in Common a partial land which includes the land attempted to be to be cleared by this Bill and which at that time consisted of 190 acres of land, more or less, which your Petitioners are informed now comprises the village known as Crumpton, in Queen Anne's County, State of Maryland, and being recorded among the land records of Queen Anne's County aforesaid, in Liber J.P. No. 2 folio 259, certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "A".

3. That thereafter said one half interest of Maurice Welch, Jr. was by he and his wife, Ruth H. Welch, conveyed to the said Joseph C. Sheppard as to his undivided interest in said plat by deed dated March 30, 1857, and recorded among the land records in 1857, in Liber J. P. No. 3 folio 237, a certified copy which is hereby filed as Exhibit "B" to this Bill.

4. That the said Joseph C. Sheppard died during the year 1880 and by Will dated January 29, 1880, probated on March 2, 1880, in the Orphan's Court of Queen Anne's County, the same being duly recorded among the Will records of Queen Anne's County aforesaid, in Liber W.A.J. No. 1 folio 297, devise to his wife Susan B. Sheppard for life in lieu of dower said lands and to his granddaughter, Ida Sheppard, in fee; and the residue of his said property to be divided among his children, to wit: Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, wife of James Anderson; and that the Executors of said Will were Justin B. Sheppard and Edwin H. Brown, both of whom duly qualified. A certified copy of which Will is herewith and marked Exhibit "C".

5. That while the said Joseph C. Sheppard owned said real estate he had said village of Crumpton by an unrecorded plat which is presently located in the office of Clerk of The Circuit Court of Queen Anne's County, layed out into a village by lots numbered and streets marked and designated among which were Lots Nos. 3976, 3978 and 3980, among other lots so numbered.

6. That thereafter and after the deceased Joseph C. Sheppard on or about the year 1910, one Woodal Fenimore purchased from one Charles Nickerson certain tracts of land in the village of Crumpton which included Lots Nos. 3976, 3978 and 3980; said Woodal Fenimore entered into possession of the same and after openly, notoriously and adversely occupying the same against the claim of any of the above named repondents or anyone claiming through them, did die unmarried and intestate leaving surviving as his only heirs at law his mother, Sally H. Fenimore, a widow, and the following brothers and sisters, to wit: Garrett S. Fenimore, Mary Fenimore Sheppard and Hattie C. Rubsamen and that said Woodal Fenimore's Estate was never administered upon.

7. That thereafter said lots were openly, notoriously and adversely occupied by the said heirs of Woodal Fenimore, deceased, and sometime between the years 1918, the year of the death of said Woodal Fenimore, and 1924 the said Garrett S. Fenimore, Mary Fenimore Sheppard and Hattie C. Rubsamen, did by deed convey their interests in the same unto their mother, said Sally H. Fenimore; however, it appears that said deed has never been recorded or found.

8. That thereafter said Sally H. Fenimore after openly, notoriously and adversely occupying the same did die intestate; during the year 1931 without administration ever being had upon her said estate and thereafter possession of said real estate was taken by the said Garrett S. Fenimore, Mary Fenimore Sheppard and Hattie C. Rubsamen as the children and only heirs at law of the said Sally H. Fenimore, deceased, who thereafter continued to occupy said real estate openly, notoriously and adversely until sometime during the year 1956.

9. That the information stated in paragraph 6, 7 and 8 above was furnished by Garrett S. Fennimore, Walter Johnson, Leslie Nickerson and Herman Elliott, their respective affidavits being filed herewith and marked Exhibits D.E.F. and g, respectfully.

10. That thereafter on or about the 5th day of January, 1956, from straw deed transaction from the heirs at law of said Sally H. Fennimore, to wit:- Mary Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S. Fennimore and Mary Edna Fennimore, his wife, to Gertrude E. Morgan, single to Garrett S. Fennimore and Mary Edna Fennimore, his wife, said deeds being respectfully recorded among the land records of Queen Anne's County aforesaid, in Libers T.S.P. No. 27 and Libers 190 and 192, respectfully, certified copies of which are filed herewith are marked Exhibit H and I, and which was thereafter openly, notoriously and adversely occupied by the said Garrett S. Fennimore and Mary Edna Fennimore, his wife.

11. That thereafter the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey said lots heretofore mentioned to one Nelson D. Spencer and Martha R. Spencer, his wife, in fee simple, by deed dated May 28, 1959, and recorded among the land records of Queen Anne's County aforesaid on June 5, 1959, in Liber T.S.P. No. 46 folio 230, a certified copy of this deed is filed herewith and is marked Exhibit J, and that the said Nelson D. Spencer and Martha R. Spencer, his wife, notoriously, open and adversely occupied said land.

12. That thereafter by deed dated on or about the 12th. day of April, 1960, the said Nelson D. Spencer and Martha R. Spencer, his wife, did convey said land which included the fore said lots to your Compalinants, said Robert B. Bayne and Jean L. Bayne, his wife, by deed, recorded among the land records of Queen Anne's County aforesaid, in Liber T.S.P. No. 54 folio 286, and that your Complainers did thereafter enter upon said land and openly, notoriously and adversely occupied the same up until the date of filing of this Bill. A certified copy of said deed is filed herewith and is marked Exhibit K.

13. That thereafter your Complainers did engage one J. B. Metcalfe surveyor, to survey said land during the month of January 1962, whereby a metes and bounds description of the same is duly set forth, a copy of which plat marked "Lot and House Location Survey of Robt. D. Bayne and Jean L. Bayne, his wife, in Crumpton, the 7th. Elect. Dist of Queen Anne's County, Maryland" is filed herewith and Marked Exhibit L.

14. That your Complainers have attempted to secure a loan upon said real estate and said request for such a loan has been turned down until said title is cleared by Order of this Court, where upon it shall be decreed that title to the same shall be vested in your Complainers, unencumbered by claims of others.

15. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title to the land aforementioned.

TO THE END, THEREFORE:

1. That the Complainers may be decree of this Honorable Court be made the absolute owner of said land, and the perfect right to absolute disposition of the same as against the Respondents in this suit.

2. That your Complainant may have such other and further relief as his case may require.

3. That this Honorable Court will grant an absolute and permanent injunction against the assertion by any of the said Respondents in this cause of their claim to said property by any action either at law or equity or otherwise.

And as in duty bound, etc.

J THOMAS CLARK
J. Thomas Clark, Attorney
For Complainers
Centreville, Maryland
Phone-Centreville 392

State of Maryland, Queen Anne's County, to wit:

I hereby certify on this 15th day of May, 1963, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Robert B. Bayne, on of the Complainers, and he did make oath in due form of law that the matters and facts stated in the foregoing Bill are true to the best of his knowledge.

Witness my hand and Notarial Seal:

NOTARY
PUBLIC
SEAL.

WILLIAM R. TURNER
Notary Public

Filed May 17, 1963

ORDER OF PUBLICATION
Filed May 17, 1963

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY

Robert B. Bayne and
Jean L. Bayne, his wife

Crumpton, Maryland
Plaintiffs

vs.

Justin B. Sheppard and
Edwin H. Brown, Executors of the Estate of
Joseph C. Sheppard, Deceased, and the unknown
heirs, executors and Administrators of
Ida Sheppard, Justin B. Sheppard, Francis V.
Sheppard, Joseph H. Sheppard, Issac M. Sheppard
and Maria E. Anderson, deceased, and all other
persons, their heirs, executors & administrators
who could claim any interest in the real estate
mentioned in these proceedings, or who could
claim to hold a lien or encumbrance on the real
estate mentioned in these proceedings -
addresses unknown.

No. 4549

Respondents

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiff
made the absolute owner of a tract of land hereinafter described with the perfect
right of absolute disposition of the same, as against the Respondents and for an ab-
solute and permanent injunction against any of the Respondents to claiming any in-
terest in said land.

The bill recites that this proceedings is filed under the provi-
sions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Sec-
tion 128.

That on or about October 31, 1854, one Michael Newhold and Hilda
L. Newhold, his wife, did by deed convey unto Joseph C. Sheppard and Maurice Welch, Jr.
in fee simple as Tenants in Common a partial land which includes the land attempted
to be cleared by this Bill and which at that time consisted of 190 acres of land, more
or less, which your Plaintiffs are informed now comprises the village known as Crump-
ton, in Queen Anne's County, State of Maryland, and being recorded among the land
records of Queen Anne's County aforesaid, in Liber J.P. No. 2, folio 259,

That thereafter said one half interest of Maurice Welch, Jr. was
by he and his wife, Ruth H. Welch, conveyed to the said Joseph C. Sheppard as to his
undivided interest in said plat by deed dated March 30, 1857, and recorded among the
land records in 1857, in Liber J.P. No. 3, folio 237.

That the said Joseph C. Sheppard died during the year 1880 and by
Will dated January 29, 1880, probated on March 2, 1880, in the Orphan's Court of Queen
Anne's County, the same being duly recorded among the Will records of Queen Anne's
County aforesaid, in Liber W.A.J. No. 1, folio 297, devise to his wife Susan B. Shep-
pard for life in lieu of dower said lands and to his grand-daughter, Ida Sheppard, in
fee; and the residue of his said property to be divided among his children, to wit:
Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and
Maria E. Anderson, wife of James Anderson; and that the Executors of said Will were
Justin B. Sheppard and Edwin H. Brown, both of whom duly qualified.

That while the said Joseph C. Sheppard owned said real estate he
had said village of Crumpton by an unrecorded plat which is presently located in the
office of Clerk of the Circuit Court of Queen Anne's County, layed out into a village
by lots numbered and streets marked and designated among which were lots Nos. 3976,
3978 and 3980. among other lots so numberdd.

That thereafter and after the deceased Joseph C. Sheppard on or a-
bout the year 1910, one Woodal Fennimore purchased from one Charles Nickerson certain
tractstof land in the village of Crumpton which included Lots Nos. 3976; 3978 and 3980;
said Woodal Fennimore entered into possession of the same and after openly, notoriously
and adversely occupying the same against the claim of any of the above named Respondents
or anyone claiming through them, did die unmarried and intestate leaving surviving as
his only heirs at law his mother, Sally H. Fennimore, a widow, and the following bro-
thers and sisters, to wit: Garrett S. Fennimore, Mary Fennimore Sheppard and Hattie C.
Rubsamen; and that said Woodal Fennimore's Estate was never administered upon.

That thereafter said lots were openly, notoriously and adversely
occupied by the said heirs of Woodal Fennimore, deceased, and sometime between the
years 1918, the year of the death of said Woodal Fennimore, and 1924 the said Garrett
S. Fennimore, Mary Fennimore Sheppard and Hattie C. Rubsamen, did by deed convey their
interests in the same unto their mother, said Sally H. Fennimore; however, it appears
that said deed has never been recorded or found/

That thereafter said Sally H. Fennimore after openly, notoriously
and adversely occupying the same ded die intestate during the year 1931 without ad-
ministration ever being had upon her said estate and thereafter possession of said
real estate was taken by the said Garrett S. Fennimore, Mary Fennimore Sheppard and
Hattie C. Rubsamen as the children and only heirs at law of the said Sally H. Fennimore,
deceased, who thereafter continued to occupy said real estate openly, notoriously and
adversely until sometime during the year 1956.

That the information stated in the preceeding paragraphs above was
furnished by Garrett S. Fennimore, Walter Johnson, Leslie Nickerson and Herman Elliott,
their respective affidavits being filed in the Bill of Complaint filed in this Cause.

That thereafter on or about the 5th day of January, 1956, from Straw
Deed transaction from the heirs at law of Sally H. Fennimore, to wit: Mary Fennimore
Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S.
Fennimore and Mary Edna Fennimore, his wife, to Gertrude E. Morgan, single, to Garrett
S. Fennimore and Mary Edna Fennimore, his wife, said deeds being respectfully recorded

among the land records of Queen Anne's County aforesaid, in Libers T.S.P. No. 27 and Libers 190 and 192, respectfully, and which was thereafter openly, notoriously and adversely occupied by the said Garrett S. Fennimore and Mary Edna Fennimore, his wife.

That thereafter the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey said lots heretofore mentioned to one Nelson D. Spencer and Martha R. Spencer, his wife, in fee simple, by deed dated May 28, 1959, and recorded among the land records of Queen Anne's County aforesaid on June 5, 1959, in Liber T.S.P. No. 42, folio 230, and that the said Nelson D. Spencer and Martha R. Spencer, his wife, notoriously, openly and adversely occupied said land.

That thereafter by deed dated on or about the 12th. day of April, 1960, the said Nelson D. Spencer and Martha R. Spencer, his wife, did convey said land which included the foresaid lots to your Plaintiffs, said Robert B. Bayne and Jean L. Bayne, his wife, by deed, recorded among the land records of Queen Anne's County aforesaid, in Liber T.S.P. No. 54, folio 286, and that your Plaintiffs did thereafter enter upon said land and openly, notoriously and adversely occupied the same up until the date of filing of this Bill.

That thereafter your Plaintiffs did engage one J.B. Metcalfe, surveyor, to survey said land during the month of January 1962, whereby a metes and bounds description of the same is duly set forth in a copy of a plat filed in this Cause.

That your Plaintiffs have attempted to secure a loan upon said real estate and said request for such a loan has been turned down until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Plaintiffs, unencumbered by claims of others.

That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 17th day of May, 1963, that the Plaintiffs, 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 (4) successive weeks, before the 20th day of June, 1963, shall give notice to the Respondents, addresses unknown, 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 22nd day of July, 1963, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

Filed: May 17, 1963

CHARLES W. CECIL, Clerk

EXHIBIT A
TESTIMONY EXHIBIT #7
Filed May 24, 1963

Queen Anne County to wit: be it remembered that on the twenty eighth day of November eighteen hundred and fifty four; the following Deed was brought to be recorded, to wit:

This Indenture made this thirty first day of October in the year eighteen hundred and fifty four between Michael Newbold of Kent County in the State of Maryland and Hester L. Newbold his wife of the City of Philadelphia in the State of Pennsylvania of the one part, and Joseph C. Sheppard and Maurice Welch Jun of Salem County in the State of New Jersey of the other part. Witnesseth that for and in consideration of the sum of Eight thousand dollars current money to him the said Michael Newbold in hand paid by the said Joseph C. Sheppard and Maurice Welch Jun at and before the sealing and delivery of these presents the receipt whereof the said Maurice Newbold doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Joseph C. Sheppard and Maurice Welch Jun; their heirs executors and administrators they the said Michael Newbold and Hester L. Newbold his wife have given grant bargain sold aliened enfeoffed and confirmed and by these presents do give grant bargain sell alien enfeoff and confirm unto the said Joseph C. Sheppard and Maurice Welch Jun: their heirs and assigns as tenants in common all that tract or parcel of land situate in Queen Anns County in the State of Maryland near McCollisters Ferry on Chester River and called "Crumpton" laid out and surveyed for Twelve hundred and thirty nine acres more or less in pursuance of a warrant issued from the land office of the Eastern Shore of Maryland and granted to the late William Spencer of Kent County aforesaid by a patent from the State of Maryland dated the third day of October eighteen hundred and seven and recorded in Liber F.C. No B folio three hundred and fifty seven, and which said land by regular conveyances and transfers through and by sundry persons has become the property of the said Michael Newbold, together with all and singular the buildings improvements woods ways waters water courses rights liberties privileges hereditaments and appertenances whatsoever hereunto belonging or in any wise appertaining and the reversions and remainders thereof and all and singular the estate right title and interest whatsoever of them the said Michael Newbold and Hester L. Newbold his wife both at law and in equity of in to and out of the said tract or parcel of land and premises hereby bargained and sold and every part and parcel thereof except only and it is hereby declared to be the intention of the parties hereto to except out of this grant a lot of land containing twenty two acres more or less part of the above mentioned tract, and heretofore sold by the aforesaid William Spencer to Winbert Tschudy and contained within the following metes and bounds courses and distances to wit; beginning where a cedar tree formed the boundary of the said twenty two acres and running from thence South Sixty Seven degrees west twenty Six perches and Seven tenths of a perch, then South thirty degrees East one hundred and thirty two perches then North Seventy degrees East Seventy perches and Seven tenths of a perch to the Mill pond and thence by and with the pond and creek to the beginning; And the said Michael Newbold and Hester L. Newbold his wife for the consideration aforesaid have further given grant bargain sold aliened enfeoffed and confirmed and by these presents do give grant bargain and sell alien enfeoff and confirm unto the said Joseph C. Sheppard and Maurice Welch Jun: their heirs and assigns as tenants in common all that tract or par-

cel of land by whatsoever name or names the same may be called or known adjoining the aforesaid tract of land called "Crumpton" and contained within the metes and bounds courses and distances following towit beginning at a stone said to be in the twenty seventh line of "Crumpton" and running thence South Seventy Six degrees East fifty two perches to the land of Mr. Vansant, then North Fifteen degrees West eighty perches to a stone on a corner of Mr. Cosdens land, thence North twenty degrees East eighty perches then North twenty eight degrees thirty minutes East fifty four perches to a stone also on the corner of Mr. Cosdens land and then by and with the lines of "Crumpton" to the beginning supposed to contain about one hundred and nineteen acres of land more or less, together with all and singular the buildings improvements woods ways waters water courses rights privileges hereditaments and appertences whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders thereof and all and singular the estate right title and interest both at law and in equity of them the said Michael Newbold and Hester L. Newbold his wife of in to and out of the said last aforesaid parcel of land and premises hereby granted bargained and sold and every part and parcel thereof. To Have and To Hold the tract of land called "Crumpton" above bargained and sold and the other parcel of land so as aforesaid described by whatsoever name or names the same may be called together with the buildings and appertences and all and singular other the premises hereby bargained and sold or meant or intended hereby so to be and every part and parcel thereof with their and every of their appertences (excepting always the aforesaid twenty two acres so as aforesaid sold by the aforesaid William Spence to Winbert Tschudy unto the said Joseph C. Sheppard and Maurice Welch Jun: their heirs and assigns forever as tenants in common to and for the sole use and behoof of the said Joseph C. Sheppard and Maurice Welch Jun: their heirs and assigns as tenants in common and not as joint tenants, and to and for no other use intent or purpose whatsoever. An the said Michael Newbold for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said Joseph C. Sheppard and Maurice Welch Jun: their heirs executors administrators and assigns and every of them that he the said Michael Newbold and his heirs the said tract of land called "Crumpton" and every part and parcel thereof with the appertences thereto belonging (except as above excepted) to them the said Joseph C. Sheppard and Maurice Welch Jun their heirs and assigns against him the said Michael Newbold and his heirs and against all and every person or persons whatsoever claiming or to claim any right title or interest in and to the same or any part thereof shall and will warrant and forever defend And further that he the said Michael Newbold and his heirs the aforesaid piece or parcel of land supposed to contain One hundred and nineteen acres be the name thereof what it may to them the said Joseph C. Sheppard and Maurice Welch Jun their heirs and assigns against him the said Michael Newbold and his heirs and against all and every person or persons claiming or to claim any right title or interest in and to the same or any part thereof from by through or under him the said Michael Newbold and his heirs shall and will warrant and forever defend but it is expressly understood and agreed by and between the parties hereto that he the said Michael Newbold does not warrant and defend the said One hundred and nineteen acres of land against the claim or title or pretence of claim or title of any person or persons not claiming by through or under him or his heirs: In Witness whereof the said Michael Newbold and Hester L. Newbold his wife have hereunto subscribed their names and affixed their seals on the day and in the year first hereinbefore written.

Signed Sealed and delivered in the presence of) Michael Newbold (SEAL)
 C. N. Taylor. J. P. Montgomery) E. L. Newbold (SEAL)

State of Pennsylvania & City of Philadelphia SS: Be it remembered and it is hereby certified that on this thirty first day of October, in the year eighteen hundred and fifty four, before the Subscriber a Commissioner duly appointed and commissioned by the Governor of the State of Maryland and authorized, within the limits of Pennsylvania, to take the acknowledgment of deeds and other instruments of writing under Seal to be recorded in the said State of Maryland personally appeared Michael Newbold and Hester L. Newbold his wife they being satisfactorily proven by and testimony under oath received by me to be the identical persons named and described as and professing to be the parties to the foregoing deed or indenture and do severally acknowledge the said Indenture or Instrument of writing to be their respective act and deed: the said Hester L. Newbold having signed and sealed the said indenture before me out of the presence and hearing of her husband and the said Hester L. Newbold being by me examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure declarath and saith that she doth. In Testimony whereof I hereunto Subscribe my name and affix my Seal as Commissioner as aforesaid in the day and in the year aforesaid.

{ J. P. Montgomery } J. P. Montgomery Comm. for
 { } Maryland
 { Commissioner }

John Palmer Clerk of
 Queen Annes County
 Circuit Court

Rec'. one dollar Nov 28, 1854, the State duty on this Deed

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.P. No. 2, folio 259, 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 May in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
 Clerk

Filed May 24, 1963
 Filed Aug 8, 1963

EXHIBIT B
TESTIMONY EXHIBIT #8
Filed May 24, 1963

QUEEN ANNE'S COUNTY to wit:- be it remembered that on the Seventh day of July eighteen hundred and fifty Seven, the following Deed was brought to be recorded, to wit:-

This Deed made this thirtieth day of March in the year eighteen hundred and fifty Seven by Maurice Welch Jr, and Ruth H. his wife of Queen Anne's County in the State of Maryland Witnesseth that in consideration of two thousand two hundred and ten dollars and fifty cents (\$2210.50) the said Maurice Welch and Ruth H. his wife do grant unto Joseph C. Sheppard of the County of Salem in the State of New Jersey all their right and interest in and title to all that parcel of land situated in the County of Queen Anns in the State of Maryland which by survey made February 27", 1857 is bounded as follows and being a part of the tract known as "Crumpton" sold by Michael Newbold and wife to Joseph C. Sheppard and Maurice Welch Jun recorded in Liber J.P. No. 2, folios 259 and 260 of the Land Records of Queen Anne's County. Beginning at a stake in the middle of the road leading from Roberts' Mill to Crumpton Ferry opposite the mouth of Mechanic Street and running thence North Sixty one and a quarter degrees East Twenty rods and fifteen links thence South Sixty four and a quarter degrees East fourteen rods thence South eighty three and three quarter degrees East thirty four rods thirteen links thence North eighty eight and a half degrees East twelve rods thence North Sixty and three quarter degrees East eighteen rods fifteen links thence South fifty one and a quarter degrees East thirteen rods to a stone marked with the letter C. thence South Sixty eight and three quarter degrees East nine rods eleven links thence North Sixty eight and a half degrees East five rods ten links thence South twenty one degrees East thirty rods ten links thence South Seventy four degrees East twenty rods five links thence South eighty three degrees East ten rods thirteen links thence South twenty Six degrees East four rods Seventeen links thence South eighty eight degrees East seven rods twenty links thence South twenty Seven and a quarter degrees East Six rods nineteen links thence South thirteen degrees East nine rods thence South forty and a half degrees East twenty three rods ten links thence South fifty two and three quarter degrees East Sixteen rods twenty one links thence South eighty five and a quarter degrees Seventeen rods and twenty one links thence South twenty Seven degrees East Seven rods twenty two links, thence South nine and a half degrees West fourteen rods two links thence South one and a quarter degrees East fourteen rods two links thence South forty one and three quarter degrees West nineteen rods twenty two links thence South one and a half degrees West twenty rods five links to a corner of Mr. Godwins land thence with his line South sixty eight and a half West thirty three rods twelve links to a Second corner of Said land thence with Mr. Godwins second line South twenty eight and a quarter degrees East one hundred and thirty two rods thence North thirty Six and three quarter degrees West Seventy rods and twenty links thence North thirty two and a quarter degrees West three hundred and fourteen rods fifteen links to the peace of beginning containing one hundred and ninety acres and fourteen perches be the same more or less in fee simple. And the said Maurice Welch Jun and Ruth H. his wife do hereby covenant that they are seized of a half interest in the above parcel of land and have the right to convey the same and that the said Joseph C. Sheppard shall enjoy the same.

Witness our hands and seals.

Test: H. A. FORMAN

MAURICE WELCH, Jr. (SEAL)

RUTH H. WELCH (SEAL)

State of Maryland Queen Anne's County to wit:- I hereby certify that on this thirtieth day of March in the year eighteen hundred and fifty seven before the subscriber one of the Justices of the Peace of said County personally appeared Maurice Welch and Ruth H. his wife and did each acknowledge the foregoing deed to be their respective act.

HENRY A. FORMAN J.P.

State of Maryland,
County of Queen Anne's, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber J.P. No. 3, folio 333 etc., 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 17th day of May, in the year nineteen hundred and sixtythree.

CHARLES W. CECIL
Clerk.

Filed May 24, 1963
Filed Aug. 8, 1963

EXHIBIT C
TESTIMONY EXHIBIT #9
Filed May 24, 1963

In the name of God, Amen.

I, Joseph C. Sheppard, of Queen Anne's County, State of Maryland, being sick and weak in body, but of sound and disposing mind, memory, and understanding, being desirous to settle my worldly affairs on a just and equitable basis, do make and publish this my last Will and Testament.

First and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the direction of my Executors,

hereinafter named, and after my debts and funeral charges are fully paid, I devise and bequeath as follows:

Item - I hereby give and devise to my dear wife Susan B. Sheppard, in lieu of her dower in my estate, the farm known as the "Lower Farm" and recently named "Maple Shade", situate in the First Election District of QueenAnne's County State of Maryland, adjoining the village of Crumpton and containing forty-three acres, more or less, during her natural life, or during the continuance of her widowhood, whichever event shall first happen to exist, then I direct that the said farm, recently called "Maple Shade" shall revert to my granddaughter, Ida Sheppard, daughter of Justus B. and Emily Sheppard, in fee simple. The above devise to my dear wife, Susan B. Sheppard, during her natural life, or so long as she shall continue my widow, is in addition to a gift of twelve acres of land, heretofore made by deed executed and recorded, the said twelve acres being situate between the above devised farm and the village of Crumpton.

Item - The devise to my dear granddaughter, Ida Sheppard, daughter of Justus B. and Emily Sheppard aforesaid, I hereby make subject to a charge of the sum of one thousand dollars, when the same reverts to her, at the death, or marriage of my dear wife, Susan B. Sheppard.

Item - The said one thousand dollars directed to be paid by my granddaughter, Ida Sheppard, or her legal representatives, when the estate hereby devised shall revert to her, I hereby give and bequeath to my four children, Francis N. Sheppard and, Joseph A. Sheppard, Issac M. Sheppard and Maria E. Anderson, wife of James Anderson, and formerly Maria E. Sheppard, in equal portions, share and share alike, subject however to any charges I may have against any of them, either by book account or note.

Item - I hereby direct my Executor, hereinafter named, to sell at public sale, my personal estate and apply the same first to the payment of my burial expenses, and the residue to the liquidation of the first liens upon my real estate as far as the same will go; I further direct that my executor, divide all my real estate, save and excepting the forty-three acres, known as the "Lower Farm" and heretofore devised to my dear wife, Susan B. Sheppard, during her natural life, or so long as she remains my widow, and then to revert to my dear granddaughter, Ida Sheppard, in fee simple, into such parcels, farms, tracts and lots, as in his good judgment, will sell to the best advantage. I also direct that my said Executor, hereinafter named, shall sell upon the best and most equitable terms, which can be made with purchasers, without putting in jepardy my creditors.

Item - I devise and bequeath all the rest and residue of my estate, both real and personal, to be equally divided among my dear children, Justus B. Sheppard, Francis N. Sheppard, Joseph H. Sheppard, Isaac M. Sheppard, and Maria E. Anderson, wife of James Anderson, formerly Maria E. Sheppard, in equal portions, share and share alike; subject however to any charges I may have against them, either by book account, or note.

Item - And lastly, I do hereby constitute and appoint my dear son Justus B. Sheppard, to be my sole Executor of this my last Will and Testament, revoking and annulling all former Wills by me heretofore made, ratifying and confirming this, and none other to be my last Will and Testament.

In Testimony Whereof, I have hereto set my hand and affixed my seal this twenty-ninth day of January -- in the year eighteen hundred and eighty.

Joseph C. Sheppard (Seal)

Signed, sealed, published and delivered by Joseph C. Sheppard, the above named testator, as and for his last Will and Testament in the presence of us, who hereby affix our names as Witnesses to same
John R. Sparks
A E Tarbutton
H. Scott Roberts

Queen Anne's County sct)
March 2nd 1880) Then Came Justis B Sheppard the Executor constituted, and appointed by the foregoing Will and made Oath on the Holy Evangely of Almighty God, that the foregoing, is the true and whole, last will and testament of Joseph C. Sheppard, late of Queen Anne's County deceased, that came to his hands or possession and that he knows of no other.

W E Temple Reg: Wills

QUEEN ANNE'S COUNTY sct)
March 2nd 1880) Then came John B Sparks, A. E. Tarbutton and W. Scott Roberts the three subscribing witnesses to the foregoing Will and made Oath on the Holy Evangely of Almighty God, that they did see Joseph C. Sheppard, the foregoing named testator sign his name to the foregoing Will, that they heard him pronounce and declare the same to be his last will and testament, that at the time of so doing, he was to the best of their apprehension of a sound and disposing mind memory and understanding that they subscribed there names as witnesses to the said Will in the presence of each other, and in the presence of the testator and at his request.

W. E. Temple Reg: Wills

Filed May 24, 1963

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, Sct:

The Register of Wills for Queen Annes's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of JOSEPH C. SHEPPARD, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on March 2nd, 1880 and recorded in Liber W.A.J. No. 1 Folio, 297, etc. 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 27th day of May 1963.

ORPHANS' COURT SEAL

E. CLYDE WALLS
Register of Wills for Queen Anne's County, Maryland

Filed May 24, 1963
Filed Aug. 8, 1963

EXHIBIT D
TESTIMONY EXHIBIT #12
Filed May 17, 1963

AFFIDAVIT OF GARRETT S. FENNIMORE

I was the owner of a parcel of land situate in the twon of Crumpton Seventh Election Dictrict of Queen Anne's County, Maryland, fronting on Second Street between Market and Merchant Streets and being comprised of Lots Nos. 3974, 3976, 3978 and 10 feet of Lot No. 3980, as shown on map of Crumpton by J. B. Sheppard of 1865 and which land is now owned by Robert B. Bayne and Jean L. Bayne, his wife, which land, along with other parcels was on January 5, 1956, conveyed to me and my wife, Mary Edna Fennimore, by Gertrude E. Morgan, single lady, by deed recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 27, folio 192. This land originally belonged to my brother, Woodal Fennimore, who bought the same from Charles Nickerson, about eight or ten years before he died. Woodal died in 1918, unmarried, and left surviving as his only heirs at law, Sallie H. Fennimore, his mother, and the following brother and sisters, to wit: Myself, Mary Fennimore Sheppard and Hattie C. Rubsamen. My father died during the year 1896 and my mother never remarried. After my brother, Woodal's death, we children conveyed our interests in these lots to our mother, Sallie H. Fennimore sometime between 1918 and 1924. It appears that the deeds I have referred to are not recorded among the land records of Queen Anne's County, and I do not know where they are. My mother, Sallie H. Fennimore, died about 1931, leaving as her only heirs at law my two sisters and myself (above mentioned). Thereafter on January 5, 1956, my sisters, Mary Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl, her husband, and myself and Mary Edna Fennimore, by deed under a Straw Deed transaction conveyed the lots in question so that they finally vested in me and my wife, and thereafter by conveyances of record were duly conveyed to the said Bayne's. Lots/in and trucked for years by my brother Woodal, and upon his death your affiant trucked a part of it, put some of it in corn at diffenent intervals for years thereafter; that the fence surrouding these lots as well as others was torn doen about six years ago, when I started selling the same off in parcels; that I and my mother and sisters and deceased brother had paid taxes on the same for a period in excess of fifty yarrs, during which time we had claimed exclusive ownership to the same. I was 70 years old on March 8, 1962, and have lived at Crumpton all my life. About thirty or forty years ago Herman Elliott and Walter Johnson were employed by me and helped me set out potato plants on this land. To my knowledge no one except my immediate family have ever claimed ownership to the same during the last fifty years.

Nos. 3974, 3976, 3978, and 3980, among others were from my own personal knowledge fenced

Correction: In reference to the above underlined, should read as follows: conveyed to Nelson D. and Martha Spencer on May 28, 1959.

GARRETT S. FENNIMORE
Garrett S. Fennimore

Sworn and subscribed to before me this 15th day of May, 1962.

NOTARY PUBLIC SEAL.

MARY C. DIXON

Exhibit D
Testimony Exhibit #12
Filed May 17, 1963

EXHIBIT E
TESTIMONY EXHIBIT #5
Filed May 17, 1963

AFFIDAVIT OF WALTER JOHNSON

I am seventy years old and have lived at Pondtown, Queen Anne's County, Maryland, all my life. Pondtown is about 3 miles from the village of Crumpton. Sometime between thirty and forty years ago I was employed by Garrett S. Fennimore to plant potatoes on the land now owned by Robert B. Bayne and Jean L. Bayne, his wife, and which land is located on the southerly side of Second Street in a block between Market and Merchant Streets in the town of Crumpton, Maryland. At that time this land was supposed to be owned by Sallie H. Fennimore, Garrett S. Fennimore's mother, and it has always been claimed by the Fennimore's as belonging to them. It was also fenced at that time. I have never heard of any one else claiming ownership to the same.

This certifies that I worked for Mr. Garrett Fennimore, approximately about 1922-1925 in summer season sitting plants etc.

WALTER W. JOHNSON
Walter Johnson

Sworn and subscribed to before me this 11th day of May, 1962.

MARY C. DIXON
Notary Public NOTARY
PUBLIC
SEAL.

Exhibit E Testimony
Exhibit #5
Filed May 17, 1963
Filed Aug. 8, 1963

EXHIBIT F
TESTIMONY EXHIBIT #4
Filed May 17, 1963

AFFIDAVIT OF LESLIE NICKERSON

I am sixty years of age and have lived at Crumpton the last forty years. From my own personal knowledge I know that the land now owned by Robert B. Bayne and Jean L. Bayne, his wife, was formerly owned by Woodal Fennimore and thereafter by his mother, brother and sisters (Sallie H. Fennimore, Garrett S. Fennimore, Mary Fennimore Sheppard and Hattie C. Rubsamen) this land is located on the south side of Second Street between Market and Merchant Streets in the town of Crumpton, Maryland. This land was sold by my father, Charles Nickerson, to Woodal Fennimore many years ago, and as long as I can remember it has been owned, claimed and occupied by the said Fennimores. In fact up until a few years ago there was a fence around it. I have never heard of any one else claiming ownership to the same.

LESLIE NICKERSON
Leslie Nickerson

Sworn and subscribed to before me this 12th day of May, 1962.

MARY C. DIXON
Notary Public NOTARY
PUBLIC
SEAL

Exhibit F Testimony Exhibit #4
Filed May 17, 1963
Filed Aug. 8, 1963

EXHIBIT G
TESTIMONY EXHIBIT #6
Filed May 17, 1963

AFFIDAVIT OF HERMAN ELLIOTT

I am sixty-eight years old and have lived at Pondtown, Queen Anne's County, Maryland, all my life. Pondtown is about 3 miles from the village of Crumpton. Sometime between thirty and forty years ago, I was employed by Garrett S. Fennimore to plant potatoes on the land now owned by Robert B. Bayne and Jean L. Bayne, his wife, and which land is located on the sotherly side of Second Street in a block between Market and Merchant Streets in the town of Crumpton, Maryland. At that time this land was supposed to be owned by Sallie H. Fennimore, Garrett S. Fennimore's mother, and it has always been claimed by the Fennimore's as belonging to them. It was also fenced at that time. I have never heard of any one else claiming ownership to the same.

HERMAN ELLIOTT
Herman Elliott

Sworn and subscribed to before me this 11th day of May, 1962.

MARY C. DIXON
Notary Public NOTARY
PUBLIC
SEAL.

EXHIBIT G TESTIMONY EXHIBIT #6
Filed May 17, 1963
Filed Aug. 8, 1963

EXHIBIT H
TESTIMONY EXHIBIT #10
Filed May 24, 1963

#37,284

LIBER 27 PAGE 190

RECEIVED FOR RECORD Mar. 22, 1956

THIS DEED made this 5th day of January, in the year nineteen hundred

and fifty-six by Mary Fenimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S. Fenimore and Mary Edna Fenimore, his wife, all of Queen Anne's County, State of Maryland, parties of the first part; and Gertrude E. Morgan, single lady, of Queen Anne's County, State of Maryland, party of the second part;

WITNESSETH that for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, 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 those three tracts of land, parcels or lots of land situate, lying and being in or near the town of Crumpton in the Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit;

TRACT NUMBER ONE: All those lots being 40 in number lying between and comprising the block outlined by the intersections of Third and Fourth Streets and Merchant and Market Streets;

TRACT NUMBER TWO: All those ten (10) lots lying and being between Merchant and Market Street and Fourth and Fifth Street being lots number 3604, 3603, 3602, 3600, 3599, 3598, 3597, 3596 and 3595;

TRACT NUMBER THREE: All those 30 lots lying and being between Merchant and Market Street and Second and Third Street being lots number 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3974, 3975, 3976, 3977, 3978, 3979, 3980, 3981, 3982, 3983, 3984, 3985, 3986, 3987, 3988, 3989, 3990, 3991, 3992, 3993;

TRACT NUMBER FOUR: All those eight (8) lots lying and being between Market and Merchant Street and Fifth and Sixth Street being lots 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410;

BEING the lots of land which the said parties of the first part have been owners and occupiers since 1931, and which lots above conveyed have been owned, fenced and claimed by the said parties and their ancestors for over forty (40) years;

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

TO HAVE AND TO HOLD the said lots of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the Gertrude E. Morgan, single lady, her heirs and assigns, in fee simple, forever;

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

WITNESS the hands and seals of said Grantor

TEST: Witness as to all grantors:

HELEN E. PARDEE
(Witness as to all grantors)

MARY FENIMORE SHEPPARD (SEAL)

HATTIE C. RUBSAMEN (SEAL)

KARL RUBSAMEN (SEAL)

GARRETT S. FENIMORE (SEAL)

MARY EDNA FENIMORE (SEAL)

STATE OF MARYLAND :
Queen Anne's County to wit:

I HEREBY CERTIFY, that on this 5th 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 Mary Fenimore Sheppard, Hattie C. Rubsamen, Karl Rubsamen, Garrett S. Fenimore and Mary Edna Fenimore and acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Notary
Public
Seal.

HELEN E. PARDEE

STATE OF MARYLAND, :
QUEEN ANNE'S COUNTY, : to wit:

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber T.S.P. No. 27, folio 190, 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 May in the year nineteen hundred and sixty-three.

Filed May 24, 1963

CHARLES W. CECIL
Clerk

EXHIBIT I
TESTIMONY EXHIBIT #11
Filed May 24, 1963

#37,285 LIBER 27 PAGE 192
RECEIVED FOR RECORD Mar. 22, 1956

THIS DEED made this 5th day of January, in the year nineteen hundred and fifty-six by and between Gertrude E. Morgan, single lady, of Queen Anne's County, State of Maryland, party of the first part; and Garrett S. Fennimore and Mary Edna Fennimore, his wife, of Queen Anne's County, State of Maryland, parties of the second;

WITNESSETH that for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, 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 those three tracts of land, parcels or lots of land situate, lying and being in or near the town of Crumpton in the Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described as follows to wit:

TRACT NUMBER ONE: All those lots being 40 in number lying between and comprising the block outlined by the intersections of Third and Fourth Streets and Merchant and Market Streets;

TRACT NUMBER TWO: All those ten (10) lots lying and being between Merchant and Market Street and Fourth and Fifth Street being lots number 3604, 3603, 3602, 3601, 3600, 3599, 3598, 3597, 3596, and 3595.

TRACT NUMBER THREE: All those 30 lots lying and being between Merchant and Market Street and Second and Third Street being lots number 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3974, 3975, 3976, 3977, 3978, 3979, 3980, 3981, 3982, 3983, 3984, 3985, 3986, 3987, 3988, 3989, 3990, 3991, 3992 and 3993.

TRACT NUMBER FOUR: All those eight (8) lots lying and being between Market and Merchant Street and Fifty and Sixth Street being lots 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410;

BEING the same land granted and conveyed unto Gertrude E. Morgan by Mary Fenimore Shepard et al., by deed bearing even date herewith and recorded or intended to be recorded immediately preceding the recording of this deed;

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 anywise appertaining;

TO HAVE AND TO HOLD the said lot of land and premises unto and to the proper use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs, and assigns, in fee simple forever;

AND the said party of the first part 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 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)

GLADYS S. FOSTER

GERTRUDE E. MORGAN (SEAL)
Gertrude E. Morgan

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

I HEREBY CERTIFY that on this 5th day of January, in the year nineteen hundred and fifty-six before me the subscriber a Notary Public of the State and County abovementioned personally appeared Gertrude E. Morgan, single lady, and acknowledged the foregoing DEED to be her act;

WITNESS my hand and notarial seal.

Notary
Public
Seal.

GLADYS SPENCE FOSTER
Notary Public
Gladys Spence Foster

QUEEN ANNE'S COUNTY, STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 27, folio 192, 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 May in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed May 24, 1963

EXHIBIT J
TESTIMONY EXHIBIT #3
Filed May 24, 1963

#42,418

LIBER 48 PAGE 230

RECEIVED FOR RECORD June 5, 1959

One-Fifty Cent Int. Rev.
Stamp. Endorsed R.R.P.

One-Fifty Five Cent Recordation
Tax Stamp. Endorsed R.R.P.

THIS DEED, made this 28th day of May, in the year nineteen hundred and fifty-nine, by and between Garrett S. Fennimore and Mary Edna Fennimore, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Nelson D. Spencer and Martha R. Spencer, 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 receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, 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 lot or parcel of land situate, lying and being in the Town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, and located on Second Street between Merchant and Market Streets, more particularly described as follows:

BEGINNING for the same at a corner of the land herein to be conveyed, the southern right of way of Second Street and the land of Howard B. Moore and wife, thence along and with the southern right of way of Second Street in a easterly direction to the land of Robert Spence and wife, thence by and along the Spence land in a southerly direction a distance of 150 feet more or less to the land of Robert Crew and wife, thence along and with the Crew lands and parallel to Second Street to the land of Howard Moore and wife, thence in a northerly direction along and with the Moore land a distance of 150 feet, more or less, to the place of beginning.

BEING a part of tract Number III conveyed unto Garrett S. Fennimore and wife, by deed dated January 5, 1956, and recorded in Liber T.S.P. No. 27, folio 192, a Land Record Book for Queen Ann'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.

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)

ROBERT R. PRICE, Jr.

GARRETT S. FENNIMORE (SEAL)
Garrett S. Fennimore

ROBERT R. PRICE, Jr.

MARY EDNA FENNIMORE (SEAL)
Mary Edna Fennimore

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 28th day of May, in the year, nineteen hundred and fifty-nine, before me, the Subscriber, a Notary Public of the State of Maryland, and for the County aforesaid, personally appeared Garrett S. Fennimore and Mary Edna Fennimore, his wife, and each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

MARCY FOSTER COLLIER
Notary Public
My commission expires: 5-4-61

Notary
Public
Seal.

State of Maryland,
County of Queen Anne's, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber T.S.P. No. 48, folio 230, 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 17th day of May, in the year nineteen hundred and sixty-three.

Circuit
Court
Seal

CHARLES W. CECIL

EXHIBIT K
TESTIMONY EXHIBIT #1
Filed May 24, 1963

#44,140

LIBER 54 PAGE 286

RECEIVED FOR RECORD April 13, 1960

THIS DEED, made this 12th day of April, 1960, by and between NELSON D. SPENCER, and MARTHA R. SPENCER, his wife, parties of the first part, hereinafter called GRANTORS: and ROBERT B. BAYNE and JEAN L. BAYNE, his wife, parties of the second part, hereinafter called GRANTEEES.

WITNESS, that for and in comiseration of the sum of Five Dollars (\$5.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said Granorrs do hereby grant and convey unto the Grantees, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land, situate, lying and being in the town of Crumpton, Queen Anne's County, State of Maryland, on the South side of Second Street between Market and Merchant Streets as shown on a map of Crumpton by J. B. Sheppard, dated 1865, in the office of the Clerk of the Court of Queen Anne's County, adjoining on the East the property of Robert W. Spencer and wife, on the West by the property of Howard B. Moore and wife, on the South by the property of Robert Crew and on the North by said Second Street and more particularly described as follows:

BEGINNING for the same where this lot and the lot of Robert W. Spencer and wife corner at a distance of 120 feet Westerly from the West side of Merchant Street and running in a Westerly direction along the South side of Second Street for a distance of 100 feet, thence at a right angle with said Second Street and running in a Southerly direction a distance of 150 feet, thence at a right angle and parallel with said Second Street a distance of 100 feet and thence at a right angle and running in a northerly direction a distance of 150 feet to the place of beginning; and

CONTAINING 14,000 square feet of land; and

BEING a part of the same land which by deed dated May 28, 1959, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 48 folio 230 was granted and vonveyed by Garrett S. Fennimore and wife unto the said Grantors.

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

TO HAVE AND TO HOLD said tract of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the Grantees, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's heirs and assigns, in fee simple forever.

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

WITNESS the hands and seals of said Grantors:

TEST:

ANNA Q. SKINNER

NELSON D. SPENCER
Nelson D. Spencer

ANNA Q. SKINNER

MARTHA R. SPENCER

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, sct:

On this the 12th day of April, 1960, before me, a Notary Public in and for the county and state aforesaid, personally appeared NELSON D. SPENCER and MARTHA R. SPENCER, 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 purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and Notarial Seal:

Notary
Public
Seal.

ANNA Q. SKINNER
Notary Public

One-Fifty Five Cent. Int. Rev. Stamp.
Endorsed CCC 4/12/60

One Fifty Five Cent Recordation Tax
Stamp. Endorsed CCC 4/ /60

State of Maryland,
County of Queen Anne's , to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber T.S.P. No. 54, folio 286, 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 17th day of May, in the

Circuit
Court
Seal

year nineteen hundred and sixty-three.

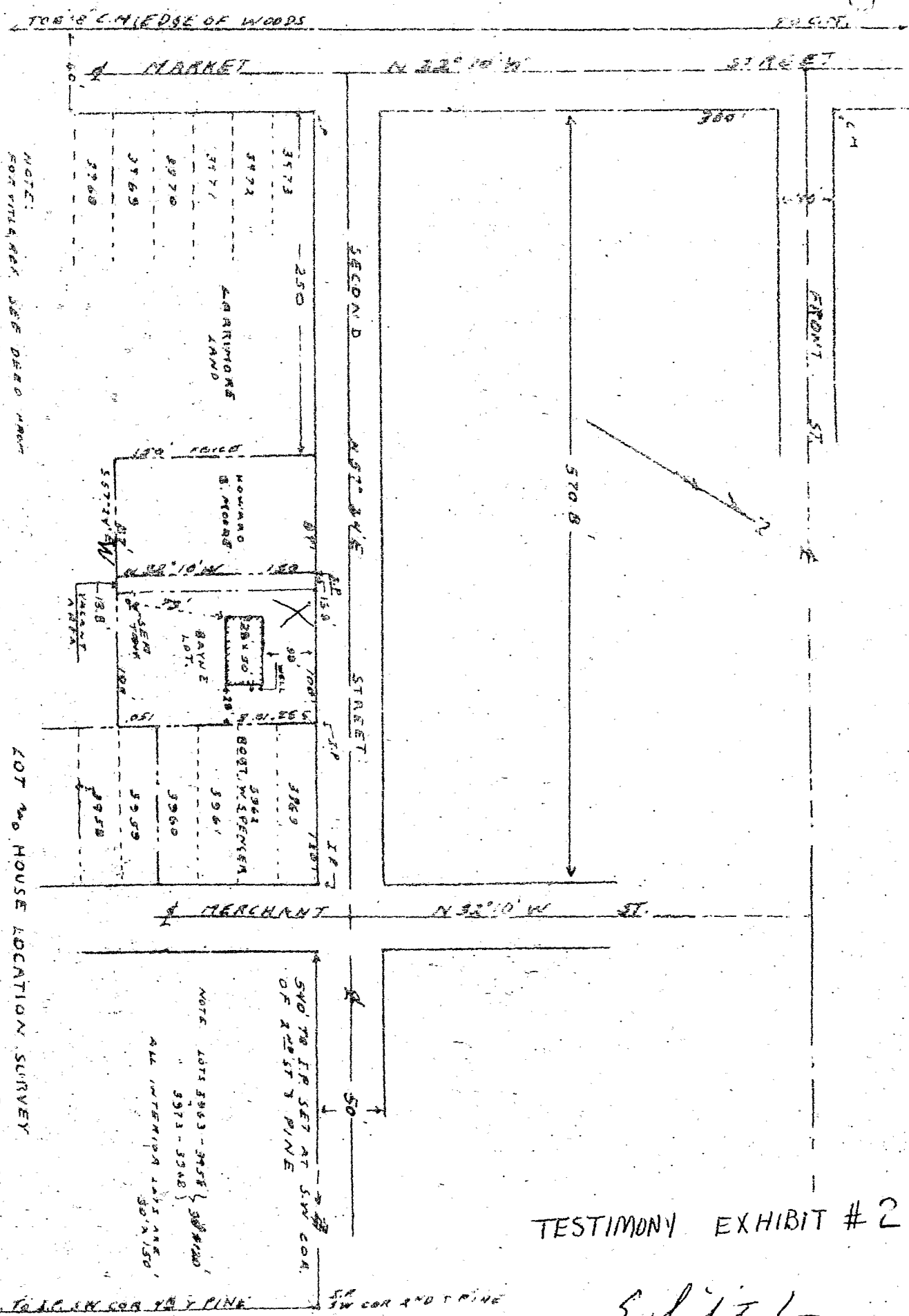
CHARLES W. CECIL

Clerk.

Filed May 24, 1964

Filed Aug. 8, 1963

U-13



NOTE:
 FOR VITIA REX SEE DEED FROM
 NELSON D. SPENCER ET AL
 APRIL - 10 - 1958.
 TYP 59-1584
 CERTIFYING THAT ALL INFORMATION
 HEREON SHOWN IS TRUE.
[Signature]

LOT NO. HOUSE LOCATION SURVEY
 OF ROBT. D. BAYNE & JEAN L. BAYNE, HIS WIFE
 IN CRUMPTON - THE TRIPLE DIST. OF
 QUEEN ANNES COUNTY, MARYLAND.
 SCALE 1" = 100'
 JANUARY - 1962
 S.B. MONTGOMERY, SURV.
 CHARLOTTE TOWN, MD.

NOTE: LOTS 3963 - 3978 & 3980
 3973 - 3982
 ALL INTERIOR LOTS ARE
 50' X 150'

TESTIMONY EXHIBIT # 2

Exhibit L

Filed May 17, 1963
 2nd Div. 9, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 22, 1963

In the Circuit Court For
Queen Anne's County
In Equity,

No. 4549

Robert B. Bayne and Jean L. Bayne,
his wife Crumpton, Maryland
Plaintiffs

vs.

Justin B. Sheppard and Edwin H.
Brown, Executors of the Estate of
Joseph C. Sheppard, Deceased, and
the unknown heirs, executors and
Administrators of Ida Sheppard,
Justin B. Sheppard, Francis V. Shep-
pard, Joseph H. Sheppard, Isaac M.
Sheppard and Maria E. Anderson, de-
ceased, and all other persons, their
heirs, executors & administrators who
could claim any interest in the real
estate mentioned, in these proceed-
ings, or who could claim to hold a
lien or encumbrance on the real e-
state mentioned in these proceed-
ings-addresses unknown.

Respondents

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plain-
tiff be made the absolute owner of a tract of land hereinafter described with the
perfect right of absolute disposition of the same, as against the Respondents and
for an absolute and permanent injunction against and of the Respondents to claim-
ing any interest in said land.

The bill recited that this proceedings is filed under the pro-
visions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16,
Section 128.

That on or about October 31, 1854, one Michael Newhold and Hil-
da L. Newhold, his wife did by deed convey unto Joseph C. Sheppard and Maurice
Welch, Jr., in fee simple as Tenants in Common a partial land which included the
land attempted to be cleared by this Bill and which at that time consisted of 190
acres of land, more or less, which your Plaintiffs are informed now comprises the
village known as Crumpton, in Queen Anne's County, State of Maryland, and being
recorded among the land records of Queen Anne's County aforesaid, in Liber J.P.
No. 2, folio 259.

That thereafter said one half interest of Maurice Welch, Jr.,
was by he and his wife, Ruth H. Welch, conveyed to the said Joseph C. Sheppard, as
to his undivided interest in said plat by deed dated March 30, 1857, and recorded
among the land records in 1857, in Liber J.P. No. 3, folio 237.

That the said Joseph C. Sheppard died during the year 1880 and
by Will dated January 29, 1880, probated on March 2, 1880, in the Orphans' Court
of Queen Anne's County, the same being duly recorded among the Will records of
Queen Anne's County, aforesaid, in Liber W.A.J. No. 1, folio 297, devise to his
wife, Susan B. Sheppard, for life in lieu of dower said lands and to his grand-
daughter, Ida Sheppard, in fee; and the residue of his said property to be divided
among his children to wit: Justin B. Sheppard; Francis V. Sheppard, Joseph H. Shep-
pard and Maria E. Anderson, wife of James Anderson; and that the Executors of said
Will were Justin B. Sheppard and Edwin H. Brown, both of whom duly qualified.

That while the said Joseph C. Sheppard owned said real estate he
had said village of Crumpton by an unrecorded plat which is presently located in
the office of Clerk of The Circuit Court of Queen Anne's County, layed out into
a village by lots numbered and streets marked and designated among which were lots
Nos. 3976, 3978 and 3980, among other lots so numbered.

That thereafter and after the deceased Joseph C. Sheppard, on
or about the year 1910, Woodal Fenimore purchased from one Charles Nickerson cer-
tain tracts of land in the village of Crumpton which included Lots Nos. 3976, 3978
and 3980; said Woodal Fenimore entered into possession of the same and after open-
ly, notoriously and adversely occupying the same against the claim of any of the a-
named Respondents or anyone claiming through them, did die unmarried and intestate,
leaving surviving as his only heirs at law his mother, Sally H. Fenimore, a widow
and the following brothers and sisters, to wit: Garrett S. Fenimore, Marry Fen-
imore Sheppard and Hattie C. Rubsamen; and that said Woodal Fenimore's Estate
was never administered upon.

That thereafter said lots were openly, notoriously and ad-
versely occupied by the said heirs of Woodal Fenimore, deceased, and sometime be-
tween the years 1918, the year of the death of said Woodal Fenimore, and 1924 the
said Garrett S. Fenimore, Mary Fenimore Sheppard and Hattie C. Rubsamen, did
by deed convey their interests in the same unto their mother, said Sally H. Fenni-
more; however, it appears that said deed has never been recorded or found.

That thereafter said Sally H. Fenimore after openly, notorious-

ly and adversely occupying the same did die intestate during the year 1931 without administration ever being had upon her said estate and thereafter possession of said real estate was taken by the said Garrett S. Fennimore, Mary Fennimore Sheppard and Hattie C. Rubsamen as the children and only heirs at law of the said Sally H. Fennimore, deceased, who thereafter continued to occupy said real estate openly, notoriously and adversely until sometime during the year 1956.

That the information stated in the preceding paragraphs above was furnished by Garrett S. Fennimore, Walter Johnson, Leslie Nickerson and Herman Elliott; their respective affidavits being filed in the Bill of Complaint filed in this Cause.

That thereafter on or about the 5th day of January, 1956, from Straw Deed transaction from the heirs at law of said Sally H. Fennimore, to wit: Mary Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S. Fennimore and Mary Edna Fennimore, his wife, to Gertrude E. Morgan, single, to Garrett S. Fennimore and Mary Edna Fennimore, his wife, said deeds being respectfully recorded among the land records of Queen Anne's County aforesaid, in Libers T.S.P. No. 27 and Libers 190 and 192, respectfully, and which was thereafter openly, notoriously and adversely occupied by the said Garrett S. Fennimore and Mary Edna Fennimore, his wife,

That thereafter the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey said lots heretofore mentioned to one Nelson D. Spencer and Martha R. Spencer, his wife, in fee simple, by deed dated May 28, 1959, and recorded among the land records of Queen Anne's County aforesaid on June 5, 1959, in Liber T.S.P. No. 42, folio 230, and that the said Nelson D. Spencer and Martha R. Spencer, his wife, notoriously, openly and adversely occupied said land.

That thereafter by deed dated on or about the 12th day of April, 1960, the said Nelson D. Spencer and Martha R. Spencer, his wife, did convey said which included the aforesaid lots to your Plaintiffs, said Robert B. Bayne and Jean L. Bayne, his wife, by deed, recorded among the land records of Queen Anne's County aforesaid, in Liber T.S.P. No. 54, folio 286, and that your Plaintiffs did thereafter enter upon said land and openly, notoriously and adversely occupied the same up until the date of filing of this Bill.

That thereafter your Plaintiffs did engage one J. B. Metcalfe, surveyor, to survey said land during the month of January 1962, whereby a metes and bounds description of the same is duly set forth in a copy of a plat filed in this Cause.

That your Plaintiffs have attempted to secure a loan upon said real estate and said request for such a loan has been turned down until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Plaintiffs, unencumbered by claims of others.

That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title to the land aforesaid.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 17th day of May, 1963, that the Plaintiffs, 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 (4) successive weeks, before the 20th day of June, 1963, shall give notice of the Respondents, addresses unknown, 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 22nd day of July, 1963, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL, Clerk

Filed: May 17, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 21, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication in the case of Robert B. Bayne and Jean L. Bayne, his wife vs. Justin B. Sheppard and Edwin H. Brown, Et Al In the Circuit Court for Queen Anne's County In Equity; No. 4559 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 20 day of June, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23 day of May 1963 and the last insertion on the 13 day of June, 1963.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed July 22, 1963

PETITION
Filed July 23, 1963

Robert B. Bayne, et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

vs.

Justin B. Sheppard, et al

NO. 4549

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert B. Bayne and Jean L. Bayne, his wife, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents;

1. That the defendants, Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, Deceased, and the unknown heirs, executors and Administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all other persons, their heirs, executors & administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, have been duly served, summons to appear, answer and defend in this cause, as evidenced by the order of publication issued in this cause and the certificate of publication of the same by the Queen Anne's Record-Observer, all of which is filed herein in this cause.

2. That although the time allowed by the said order of publication to the said defendants to answer and defend in this cause has long since passed the defendants have failed to enter their appearances, either in person or by solicitor, and have not filed any pleading herein.

3. That your petitioners are advised and therefore allege that they have a right to secure a decree pro confesso against the defendants, and that the papers be submitted to one of the examiners of this court, so that your petitioners may offer testimony in support of the allegations in the bill of complaint.

To the end, therefore:

(1) That a decree pro confesso may be granted by this Honorable Court against Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, Deceased, and the unknown heirs, executors and Administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all other persons, their heirs, executors & administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the defendants.

(2) That the papers in this cause may be submitted to one of the standing examiners of this Court, so that your petitioners may take testimony in support of the allegations of the bill of complaint.

(3) That your petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.,

J THOMAS CLARK
Attorney for Petitioners

Filed July 23, 1963

ORDER OF COURT
Filed July 29, 1963

ORDER OF COURT

The foregoing petition having been read and considered, and it appearing that the defendants, Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, Deceased, and the unknown heirs, executors and Administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all others, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the defendants, have been duly summoned and failed to appear, either in person or by solicitor to the bill of complaint filed herein, It is Thereupon, this 29th day of July, 1963, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGES, ORDERED AND DECREED that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be, and the same is hereby taken PRO CONFESSO against the defendants, Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, Deceased, and the unknown heirs, executors and Administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all other persons, their heirs, executors & administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further ordered and adjudged that leave be granted to the plaintiffs to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

GEORGE B. RASIN JR
Judge

Filed July 29, 1963

ORDER TO ISSUE SUMMONS:
Filed July 31, 1963

Robert B. Bayne, et al

vs.

Justin B. Sheppard, et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

NO. 4549

ORDER TO ISSUE SUMMONS:

To Charles W. Cecil, Clerk

Sir:

Please issue summons as hereinafter designated, all to appear at the law office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Wednesday, August 7, 1963, at 9:30 o'clock a.m. (EDT), to wit:

- A. Summons to Sheriff of Queen Anne's County
- 2. Robert B. Bayne, Crumpton, Maryland
- 3. Garrett S. Fennimore, Crumpton, Maryland
- 4. Leslie Nickerson, Crumpton, Maryland
- 5. Walter Johnson, Pondtown, Maryland
- 6. Hermit Elliott, Pondtown, Maryland
- 7. Nelson D. Spencer, Crumpton, Maryland
- B. Summons to Sheriff of Caroline County
- 2. U. L. Harman, Marydel, Maryland

To give testimony before the undersigned on behalf of the plaintiffs in the above entitled case.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.,
Examiner of the Circuit Court
of Queen Anne's County In Equity

Filed July 31, 1963

AFFIDAVIT
FILED Aug. 8, 1963

Robert B. Bayne, and wife

vs.

Justin B. Sheppard, et. al.

In The Circuit Court For
Queen Anne's County

In Equity

No. 4549

AFFIDAVIT AS TO RESIDENCE UNKNOWN AND MILITARY SERVICE

State of Maryland, Queen Anne's County, to wit:

I hereby certify, that on this 7th day of August, 1963, that before the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Robert B. Bayne, one of the plaintiffs in the above entitled cause, and made oath in due form of law that as to Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, Deceased, and the unknown heirs, executors and Administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issad M. Sheppard and Maria E. Anderson, deceased, that the residence and address of each of the aforesaid persons, who are defendants in the above entitled cause of action, is unknown although he has made reasonable efforts to locate the defendnats and to warn each of them of the pendency of the above entitled cause of action, each of them having been dead for many years, and that so far as he is able to ascertain none of the above named persons are now in the military service of the United States and have not been in such service either three months prior to the filing of the bill of complaints in this cause or prior to the present time.

WITNESSETH by hand and Notarial Seal.

Notary
Public
Seal

WILLIAM R. TURNER
Notary Public

Filed Aug, 8, 1963

TESTIMONY
FILED Aug. 8, 1963

ROBERT B. BAYNE, AND WIFE

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JUSTIN B. SHEPPARD, ET. AL.

EQUITY NO. 4549

* * * * *

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor for the Complainants, did, at the office of the said J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Wednesday, August 7, 1963, at 9:30 o'clock, a.m., after swearing the witnesses and the stenographer, proceed to take their testimony; and I do hereby further certify that the examination was properly conducted, and 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 testimony or in the conduct of the proceedings.

VACHEL A. DOWNES, JR.

Vachel A. Downes, Jr.,
Examiner

Filed Aug. 8, 1963

Robert B. Bayne, upon being sworn, did depose and say:

Q. State your name, residence, age and occupation.

A. Robert R. Bayne, Crumpton, 36, carpenter.

Q. Have you ever had any pending litigation other than this suit against you?

A. No.

Q. Mr. Bayne, I notice you gave your name as Robert R. Bayne, whereas this suit is titled in the name of Robert B. Bayne and Jean L. Bayne, your wife. Will you please explain the reason for the middle initial difference?

A. My true name is Robert R. Bayne, but the deed conveying this property was deeded to me under the name of Robert B. Bayne.

Q. Who is Jean L. Bayne?

A. My wife.

Q. When and where did you and your wife acquire the property in question, which is the subject of this suit?

A. We acquired this property on April 12, 1960, from Nelson D. Spencer and Martha R. Spencer, his wife.

Q. After you acquired this property, please state whether you had the deed recorded among the land records of Queen Anne's County.

A. Yes.

Q. I hand you a paper writing marked Exhibit K to the Bill of Complaint and which reports to be a deed from Nelson D. Spencer, and Martha R. Spencer to Robert B. Bayne and Jean L. Bayne, his wife, dated April 12, 1960, and recorded among the land records of Queen Anne's County on April 13, 1960, in Liber T.S.P. No. 54, folio 86, and ask you to identify it.

A. This is a certified copy of a deed which my wife and I received from Nelson D. Spencer and his wife.

Mr. Clark offered said Exhibit K as Exhibit No. 1 herein.

Q. What consideration was there for this property?

A. Natural love and affection and the sum of \$5.00

Q. I show you this paper writing marked Exhibit L to the Bill of Complaint and reported to be a lot and house location survey of Robert D. Bayne - Jean L. Bayne, his wife - Crumpton - the 7th Elect. Dist. of Queen Anne's County, Maryland, June, 1962, J. B. Metcalfe, Engr. Chestertown, Maryland, and ask you to identify it.

A. This shows the location of our lot in Crumpton and the house that is situated on the same which I hereby mark with an X.

Mr. Clark offered Exhibit L to be marked Exhibit No. 2 in this testimony.

Q. Have you occupied this land since April 12, 1960?

A. We started building the house in May of 1960 and moved into it in December, 1961 and have occupied the same ever since.

Q. Do you and your wife claim ownership to this purchase of land?

A. Yes.

Q. State whether or not you have held this property ever since you got a deed to the same from Mr. Spencer openly, notoriously and adversely to Justin B. Sheppard, and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, deceased, and the un-

known heirs, executors and administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and to the whole wide world.

A. Yes, we have paid taxes on the land ever since we have owned it and have let no one else occupy the same since we owned it and have tried to secure a mortgage on the property but have been unable to do so because, so I am informed, that the title is not clear and we will have to get a court decree showing that we are owners of the same before we can get a loan on the property.

Q. Who owned this property before you owned it?

A. Nelson D. Spencer and Martha R. Spencer owned the property since 1959, when they got a deed from Garrett S. Fennimore and Mary Edna Fennimore, his wife, that prior to that time it had been owned by the children of Sally H. Fennimore, who were Mary Fennimore Sheppard, Hattie C. Rubsamen and Garrett S. Fennimore, who had used this land to raise truck vegetables and had always claimed it as being their property ever since I can remember and I have lived in Crumpton for the last 33 years.

Nelson D. Spencer, upon being sworn, did depose and say:

Q. State your name, age, residence and occupation.

A. Nelson D. Spencer, Crumpton, Maryland, age 52, carpenter.

Q. Do you know Robert R. Bayne and Jean L. Bayne, his wife?

A. Yes.

Q. Will you state whether or not you conveyed the property shown in Exhibit No. 1 to Robert B. Bayne and Jean L. Bayne, his wife.

A. Yes.

Q. How long did you own this land?

A. About two years.

Q. I show you a deed dated May 28, 1959, between Garrett S. Fennimore and Mary Edna Fennimore, his wife, to Nelson D. Spencer and Martha R. Spencer, recorded among the land records of Queen Anne's County on June 5, 1959, in Liber T.S.P. No. 48, folio 230, and marked Exhibit J to the Bill of Complaint and ask you to identify it.

A. I can't identify the deed.

Q. How many deeds did you get from Garrett S. Fennimore?

A. One.

Q. What year did you get the deed?

A. The deed was dated May 28, 1959.

Q. Was this property located on Second Street between Merchant and Market Streets?

A. Yes.

Q. Would you say whether or not this Exhibit J is a deed from Fennimore and his wife to you and your wife.

A. Yes.

Q. How long had Garrett Fennimore and his wife owned this property prior to the time you acquired it in May, 1959?

A. I don't know.

Q. Can you state whether or not it was owned by Garrett Fennimore and his sisters when you bought the property from Garrett Fennimore and his wife?

A. I presume he owned it since he was selling it.

Q. Did you pay him a consideration for this property?

A. Certainly I paid him money.

Q. How much did you pay him?

A. \$300.00.

Q. When did you make the payment?

A. May 28, 1959.

Q. How long had you lived around Crumpton before acquiring the property which is the subject of this suit?

A. About 14 years.

Q. Who occupied the property prior to the time of your purchase?

A. Garrett Fennimore.

Q. Will you state whether or not he had claimed ownership to it ever since you had been in Crumpton.

A. He sold lots off of the same tract prior to the time I brought this land.

Q. Was it commonly known around Crumpton prior to this purchase that it was owned by Garrett Fennimore and members of his family?

A. Yes.

Q. Did Mr. Fennimore, prior to your purchase, openly, notoriously and adversely occupy this property against the whole wide world?

A. Yes. He had been selling lots off of this tract for several years before I purchased one.

Q. At the time you purchased this property will you state whether or not you thought you were getting a good merchantable title to the same.

A. Yes, other people had purchased lots and never had any trouble with a deed to their land.

Mr. Clerk offered Exhibit J. to be marked Exhibit #3 in this testimony.

Leslie Nickerson, upon being sworn, did depose and say :

Q. Will you please state your name, age, residence and occupation.

A. W. Leslie Nickerson, caretaker of Chestertown Armory, age 65, R.F.D. #1, Millington.

Q. Mr. Nickerson, how long have you lived in or around Crumpton?

A. For the past 58 years.

Q. Are you familiar with the real estate owned by Robert B. or R. Bayne and his wife?

A. Yes.

Q. Will you state whether or not the same is located on Second Street between Merchant and Market Streets.

A. Yes.

Q. Did you know the man Garrett S. Fennimore?

A. Yes.

Q. How long had you known him?

A. For the past 50 years.

Q. When did Mr. Fennimore die?

A. This last year.

Q. Will you state whether or not you also knew or know Sally H. Fennimore.

A. Yes. She was Garrett's mother and when she died without a will her heirs at law were Garrett S. Fennimore, Mary Fennimore Sheppard and Hattie C. Rubsamen.

Q. Did you know Mary Fennimore Sheppard and Hattie C. Rubsamen?

A. Yes.

Q. Who are they?

A. They were sisters to Garrett and children of Sally H. Fennimore.

Q. In regard to the Bayne real estate, how long had the Fennimore's owned it to your knowledge?

A. Woodal Fennimore, brother of Garrett and child of Sally, died sometime during the year 1917. Woodal owned the property at the time of his death and he had purchased this property from my father, Charles W. Nickerson, somewhere between 1910 and 1914. My father bought this property from John W. Prettyman between 1910 and 1914. I don't know whether my father got a deed for this property from Mr. Prettyman and I don't know whether my father gave Woodal a deed for this property.

Q. When Woodal died, will you state whether he died with or without a will and whether he was single.

A. He died single as far as I know he had no will.

Q. At the time that Woodal acquired this property from your father, will you state whether or not he occupied the same.

A. Yes. he tilled the property and raised crops on the same until his death.

Q. Who were Woodal Fennimore's heirs at law?

A. He was unmarried and had no children and his mother, Sally, his brother, Garrett, and his sisters, Mary and Hattie, survived him.

Q. After Woodal's death did his heirs at law continue to occupy these premises?

A. Yes, Garrett continued to raise crops on it and he pastured his farm animals.

Q. State whether or not this property was ever fenced in and if so for how long was it so fenced?

A. It was fenced in from the time my father bought it, because I helped put it up, and it was fenced until the time of Woodal's death in 1917.

Q. Since Woodal's death, who has claimed ownership to this property which Robert B. or R. Bayne and Jean L. Bayne, his wife, own in Crumpton and is the subject of this suit?

A. After Woodal's death ownership of this property was claimed by the heirs at law of Woodal Fennimore, who I have named previously in this testimony and after Woodal's mother's death, the two girls deeded their interest in the same to Garrett Fennimore and his wife and I remember somewheres around the time when they sold the lot to Nelson D. Spencer and his wife, who thereafter conveyed the same to Robert Bayne and wife, who own it now.

Q. Did each of the owners since Woodal's death, during the time they claimed ownership to the same, occupy the same adversely, notoriously and openly against the claim of anyother person?

A. Yes, I have never heard of any other person claiming ownership to the real estate in question. It is common knowledge around Crumpton that Robert Bayne and his wife own this property.

Q. I show you a paper writing marked Exhibit F to the Bill of Complaint, entitled Affidavit of Leslie Nickerson, and ask you to identify it.

A. This is my affidavit and I signed the same.

Mr. Clark offered Exhibit F to be marked Exhibit No. 4 in this testimony.

Walter Johnson, upon being sworn, did depose and say:

Q. State your name, age, residence and occupation.

A. My name is Walter W. Johnson, age 75, Pondtown, Maryland, and I am a farmer.

Q. Do you know the land now owned by Robert B. or R. Bayne and his wife?

A. Yes, I know where it is.

Q. How long have you been familiar with this land?

A. Since 1913 I have known about this land and between 1913 and about 1920, I helped Woodal Fennimore plant and harvest crops on this land at different times. At that time I thought Mr. Fennimore owned the land.

Q. After his death, who occupied the land?

A. Then I worked for his brother, Garrett, on this land at different times when he planted and harvested crops on the same up until about 30 or 35 years ago.

Q. Will you state whether or not Woodal Fennimore and after his death Sally Fennimore, his mother, and Garrett Fennimore and his sisters, Mary and Hattie, thereafter occupied the land in question openly, notoriously and adversely against the claim of all others?

A. Yes, up until it was sold by Garrett Fennimore.

Q. Have you ever heard anybody else claim ownership to this land before Garrett sold it to Nelson D. Spencer?

A. No.

Q. I show you a paper writing entitled Affidavit of Walter Johnson and ask you to identify it.

A. Yes, this is my signature and affidavit I made on May 11, 1962, and it is a true statement as far as I know.

Mr. Clark offered into evidence the affidavit marked Exhibit E to the Bill of Complaint to be marked Exhibit #5 to this testimony.

Herman Elliott, upon being sworn, did depose and say:

Q. State your name, age, occupation and residence.

A. Herman Elliott, Pondtown, Maryland, age 73 farmer.

Q. Are you familiar with the land owned and occupied by Robert B. or R. Bayne and Jean L. Bayne, his wife, in Crumpton, Maryland?

A. Yes.

Q. Who is supposed to own it at this time?

A. Bayne.

Q. Who owned this land prior to Bayne's occupancy of the same?

A. I don't know who Bayne got it from, but prior to that it was owned by the Fennimores.

Q. By the Fennimores, who do you mean?

A. It was owned by Garrett, Woodal, Sally, Mary and Hattie since I have worked for all of them on this land.

Q. How long has it been since you worked for them?

A. Since about 1915, when I helped set sweet potatoe plants on this land off and on after that date up until the year 1958, I worked for some of them and the last was Garrett.

Q. During this time from 1915 until 1958, can you state who claimed ownership to this real estate?

A. Garrett and before that it was owned by his mother, brother and sisters.

Q. Will you state whether or not the Fennimores at the time that they owned the property claimed and occupied the real estate which includes the lot owned by Robert B. or R. Bayne and wife openly, notoriously and adversely against anyone else.

A. Yes.

Q. I hand you a paper writing entitled affidavit of Herman Elliott and marked Exhibit G. to the Bill of Complaint and ask you to identify it.

A. Yes, this is my affidavit and it is true to the best of my knowledge.

Mr. Clark offered Exhibit G to be marked Exhibit No. 6 to this testimony.

U. L. Harman, upon being sworn, did depose and say:

Q. Please state your name, age, residence and occupation.

A. U. L. Harman, Marydel, Delaware, 63 years old, Building Materials Merchant.

Q. Did you know Robert B. or R. Bayne and Jean L. Bayne, his wife?

A. Yes.

Q. How long have you known them?

A. When they starting building the house in May of 1960.

Q. Are you familiar with the land owned by Mr. and Mrs. Bayne on which they built a house?

A. Yes.

Q. I show you Exhibit No. 2 and ask you to identify it.

A. It is a plat showing the lot and location of the house made by Mr. Metcalfe, a surbeyor, of the Bayne property in Crumpton.

Q. Will you state whether or not you furnished any material for the building of this dwelling on the Bayne property in Crumpton.

A. Yes, materials were furnished by U. L. Harman, Incorporated, of which I am President.

Q. Will you state whether or not these materials were furnished on a cash or credit basis.

A. They were furnished on a credit basis.

Q. With whom did you negotiate this transaction?

A. Mr. and Mrs. Bayne.

Q. About when was this negotiation made?

A. About May of 1960.

Q. At the time of the negotiation, who held themselves out as the owners of the real estate to which you furnished these materials.

A. Mr. and Mrs. Bayne.

Q. Can you state whether or not since you have become acquainted with Mr. and Mrs. Bayne, they have held the real estate in Crumpton, Maryland, shown on Exhibit No. 2 openly, adversely and notoriously against anyone else and the whole wide world.

A. That's right.

Q. Have you ever heard of anyone else claiming any interest in this property except Mr. and Mrs. Bayne.

A. No.

J. Thomas Clark, upon being sworn, did depose and say that my name is J. Thomas Clark and I am an attorney with address as Centreville, Maryland, that I did a title search upon the real estate owned by Robert B. or R. Bayne and Jean L. Bayne, his wife, and that according to the land records the change of title shows that on October 31, 1854, in a deed from Michael Newhold, et. al. to Joseph C. Sheppard and Maurice Welch, Jr., recorded among the land records of Queen Anne's County, November 28, 1854, in Liber J.P. No. 2, folio 259, a tract of land known as "Crumpton" where the village of Crumpton is now situated and which includes the lot owned by the Baynes, was conveyed to the grantees as tenants in common, a certified copy of which deed is marked Exhibit A to said Bill of Complaint and is hereby introduced as a part of this testimony as Exhibit #7.

Thereafter, by deed dated March 30, 1857, from Maurice Welch, Jr., and wife to Joseph C. Sheppard, said deed being recorded among the land records of Queen Anne's County on July 7, 1857, the undivided interest of said Welch in Crumpton was conveyed to said Sheppard as shown in Exhibit B to said Bill of Complaint, which is hereby introduced in evidence and marked Exhibit No. 8.

Thereafter, on March 2, 1880, a paper writing reported to be the last will and testament of Joseph C. Sheppard dated January 29, 1880, and recorded among the will records of said Queen Anne's County in Liber W.A.J., No. 1, folio 297, under an item which is in reality Item No. 4 of said will, said testator divides his property to his granddaughter, Ida Sheppard and the rest to be divided among his children, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson and that thereafter Justin B. Sheppard and Edwin H. Brown, qualified as executors of said Joseph C. Sheppard's estate, a certified copy of said will marked Exhibit C of said Bill of Complaint is hereby introduced in evidence as Exhibit No. 9.

Thereafter, by two deeds both dated January 5, 1956, and both recorded among the land records of Queen Anne's County aforesaid on March 22, 1956, in Liber T.S.P. No. 27, folio 190 and 192, respectively, one deed being from Mary Fennimore Sheppard, widow, et. al., to Gertrude E. Morgan and the other from Gertrude E. Morgan, single lady, to Garrett S. Fennimore and Mary Edna Fennimore, his wife, and being marked Exhibits H and I to said Bill of Complaint and in both deeds under tract No. 3 includes Lots numbers 3974, 3976, 3978 and 3980, which comprises the real estate of Robert B. or R Bayne and Jean L. Bayne his wife, and which is the subject of this suit and which he includes in evidence and marked as Exhibits 10 and 11 to this testimony.

I hereby offer Affidavit of Garrett S. Fennimore dated May 15, 1962, and marked Exhibit D to said Bill of Complaint as Exhibit No. 12 to this testimony.

The assessment records show that the property in this cause was assessed to Sally Fennimore up until the year 1933 and that thereafter assessed to Garrett Fennimore and his two sisters, Mary Sheppard and Hattie Rubsamen until conveyed to Garrett Fennimore and wife and that thereafter he paid on said real estate for each year thereafter.

Filed Aug 8, 1963

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Plaintiff as follows, to wit:

Betty M. Comegys, Stenographer, for taking and transcribing the testimony -----	\$30.00
Vachel A. Downes, Jr., Examiner -----	\$10.00

And I do further certify that said testimony was commenced at 9:30 o'clock, a.m., and was completed at 12:00 o'clock noon, or a period of two and one half hours.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr., Examiner

Filed Aug 8, 1963

REPORT OF EXAMINER AND ADDITIONAL
TESTIMONY AND TESTIMONY EXHIBITS Nos 1 & 2
Filed Aug. 12, 1963

ROBERT B. BAYNE, AND WIFE

IN THE CIRCUIT COURT FOR

VS.

QUEEN ANNE'S COUNTY

JUSTIN B. SHEPPARD, ET. AL.

EQUITY NO. 4549

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor for the Complainants, did, at the office of said J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Monday, August 12, 1963, at 9:30 o'clock, a.m., after swearing J. Thomas Clark, the sole witness, and the stenographer, proceed to take his additional testimony; and I do hereby further certify that the examination was properly conducted, and that I did not deem it necessary for me to examine the witness, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

Filed Aug. 12, 1963

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr., Examiner

J. Thomas Clark, upon being sworn, did depose and say:

That the plaintiffs in this cause have attempted to procure a loan of \$11,000.00 from Loyola Federal Savings and Loan Association, that the said Loyola Federal Savings and Loan Association did agree to make said loan upon the real estate of the plaintiffs described in this cause, upon the condition that title insurance would be granted upon the real estate described herein, that thereafter the plaintiffs through this witness attempted to procure title insurance from the Title Guarantee Company through the State Title Company, and by letter of July 6, 1962, from V. Charles Rinaudo to this witness, was notified that they would not issue mortgage title insurance on this property until a proper bill in Equity be brought to quiet the title and affirmatively state the ownership of the land.

Mr. Clark then offered aforesaid letter as Exhibit #1.

Thereafter, after this witness made application to The Security Title Guarantee Corporation of Baltimore on behalf of the plaintiffs for title insurance on the real estate described in this cause, he was notified by said corporation under date of August 9, 1962, signed by William C. Rogers, Jr., Vice President, that this title company also declined to issue title insurance on said property.

Mr. Clark then offered the said letter of the Security Title Guarantee Corporation as Exhibit #2.

And so far the plaintiffs in this cause have been unable to secure any title insurance on the real estate which they own and which is described in this cause.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Plaintiff as follows, to wit:

Betty M. Comegys, Stenographer,
for taking and transcribing
the testimony ----- \$10.00

Vachel A. Downes, Jr.,
Examiner ----- \$10.00

And I do further certify that said testimony was commenced at 9:30 o'clock, a.m., and was completed at 10:00 o'clock, a.m., or a period of 30 minutes.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr., Examiner

Filed Aug. 12, 1963

LAW OFFICES

RICHARD D. BIGGS
V. CHARLES RINAUDO

2 W. Preston Street
Baltimore 1, Maryland

July 6, 1962

J. Thomas Clark, Esquire
114 N. Commerce Street
Centreville, Maryland

RE: Robert R. Bayne and wife
Crumpton, Queen Anne's Co.

Dear Mr. Clark;

Your letter of June 27, 1962 arrived while I was out of town on business hence the delay in replying. Prior to my departure I resubmitted your certificate along with the affidavits (which I am now returning) that you have recently acquired to the legal department of the Title Guarantee Company for consideration.

I have just been informed that the Title Guarantee Company will decline to allow the State Title Company to issue a mortgagee title insurance policy on the property for the above captioned borrowers. While they feel that the affidavits which support your claim of adverse possession may be in good order there is still sufficient grounds for clouds to be raised on the title. Therefore, it is recommended that a proper bill in Equity be brought to quiet the title and affirmatively state the ownership of the land.

In order to expedite ultimate issuance of a title insurance binder please forward to the writer copy of all papers as filed.

If I may be of any assistance, please do not hesitate to call.

Very truly yours,

V Charles Rinaudo

VCR:cc
cc: Mr. Harry Clark
U.L. Harman, Inc.
Harry Turner

EXHIBIT #L

Filed Aug. 12, 1963

EXHIBIT #2
Filed Aug. 12, 1963

THE SECURITY TITLE GUARANTEE CORPORATION
OF BALTIMORE

The Rogers Building - 113 E. Baltimore Street - Baltimore 2, Md.

Saratoga 7-4456

August 9, 1962

William C. Rogers
President

William C. Rogers, Jr.
Vice-President

E. Taylor Boden
Vice-President & Secretary

Eskin T. Boden, Jr.
Treasurer

John C. Byan
Assistant Treasurer

Thomas E. Kelly, Jr.
Assistant Secretary

T. Hammond Welsh, Jr.
Assistant Secretary

J. Thomas Clark, Esq.
Legg Building
Centreville, Maryland

RE: House and Lot in Crumpton, Queen Anne's
County, Maryland, Robert B. Bayne and
wife

Dear Mr. Clark:

We have made a very thorough study of your letter of July 24 and your enclosures contained therein. Unfortunately, we do not feel that this title is insurable in its present status. I am, therefore, returning the letter from V. Charles Rinaudo and the various affidavits which accompanied your letter.

I do appreciate your considering our Company on this question and most certainly apologize for the delay in answering your letter.

Very truly yours,

WILLIAM C. ROGERS, JR
WILLIAM C. ROGERS, JR. per mk
Vice President

WCRjr:mch
Enclosures
CC: Harry E. Clark, Esq.

EXHIBIT #2

Filed Aug. 12, 1963

* SAFETY and SERVICE and SECURITY*

DECREE
Filed Aug 26, 1963

Robert B. Bayne and
Jean L. Bayne, his wife
Crumpton, Maryland,
Complainants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

vs.

NO. 4549

Justin B. Sheppard and
Edwin H. Brown, Executors of
the Estate of Joseph C. Sheppard,
Deceased, and the unknown heirs, executors
and Administrators of Ida Sheppard,
Justin B. Sheppard, Francis V. Sheppard,
Joseph H. Sheppard, Issac M. Sheppard
and Maria E. Anderson, deceased, and all
other persons, their heirs, executors &
administrators who could claim any
interest in the real estate mentioned in
these proceedings, or who could claim
to hold a lien or encumbrance on the real

estate mentioned in these proceedings -
addresses unknown, Respondents

DECREE

The above cause standing ready for hearing and being submitted without argument, the bill of complaint, testimony and all other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 26th day of August, 1963, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED, and DECREED that:

(1) That Robert B. Bayne and Jean L. Bayne, his wife, have absolute ownership and the perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings as against Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, deceased, and the unknown heirs, executors and administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, said real estate being more particularly described, as follows, to wit:

"All that lot or parcel of land situate, lying and being in the town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, on the south side of Second Street between Market and Merchant Streets as shown on a map of Crumpton by J. B. Sheppard, dated 1865, in the office of the Clerk of Circuit Court of Queen Anne's County aforesaid, and being more particularly described by metes and bounds, courses and distances, according to a survey made thereof by J. B. Metcalfe, Engineer, during the month of January, 1962, as follows, to wit: BEGINNING for the same on the south side of said Second Street between Market and Merchant Streets aforesaid 350.8 feet distant from an iron pipe set at the Northeast corner of the intersection of said Market Street and Second Street at a point, said point being North 57 degrees 24 minutes East, 1308 feet distant from an iron pipe set along the land of Howard B. Moore and land retained by Nelson D. Spencer, and running thence with said Second Street North 57 degrees 24 minutes East, 100 feet to an iron pipe set along the lands of Robert W. Spencer; thence with the Robert W. Spencer lands South 32 degrees 10 minutes East, 150 feet to a point along the lands of Robert Crew; thence with the lands of Robert Crew South 57 degrees 24 minutes West, 100 feet to a point along the retained lands of Nelson D. Spencer; thence with the retained lands of Nelson D. Spencer North 32 degrees 10 minutes West, 150 feet to the point of beginning." And being the same real estate conveyed to Robert B. Bayne and Jean L. Bayne, his wife, by Nelson D. Spencer and wife by deed dated April 12, 1960, and recorded among the land records for Queen Anne's County aforesaid in Liber T.S.P. No. 54, folio 286.

(2) Justin B. Sheppard and Edwin H. Brown, Executors of the Estate of Joseph C. Sheppard, deceased, and the unknown heirs, executors and administrators of Ida Sheppard, Justin B. Sheppard, Francis V. Sheppard, Joseph H. Sheppard, Issac M. Sheppard and Maria E. Anderson, deceased, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings are hereby enjoined and retained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

EDWARD D E ROLLINS

Judge

Filed Aug. 26, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fourth day of May in the year nineteen hundred and sixty-three, the following PETITION was filed for record, to wit:

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

Docket T S P #2 Folio 295
Case No. 4550
Filed May 24, 1963

vs.

WILLIAM JOSEPH BENDA and
BETTY JEAN BENDA, his wife

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 27th day of April A.D. 1960 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 \$6,700.00 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, 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

Filed May 24, 1963

PETITION'S EXHIBIT NO. 1
Filed May 24, 1963

#44,203 LIBER 54 PAGE 411 MARYLAND
RECEIVED FOR RECORD May 2, 1960

MORTGAGE

THIS MORTGAGE, made this 27th day of April, A.D. 1960, by and between WILLIAM JOSEPH BENDA and BETTY JEAN BENDA, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called the Mortgagor, and AURORA 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 Six Thousand Seven Hundred and 00/100 Dollars (\$6,700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & 1/4 th per centum (5 1/4%) per annum until paid, principal and interest being payable at the office of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of 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 and 15/100 Dollars (\$40.15), commencing on the first day of June, 1960, 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 May, 1958. 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 4th Election District of Queen Anne's County, in the State of Maryland, to wit:

BEGINNING AT A POINT that is nineteen feet (19 feet) south 29 degrees 30 minutes 20 seconds east of Station 112 * 5.65 of the State Roads Commission Base Line for right of way of Dominion Road (said Base Line for right-of-way being accurately established and located on State Roads Commission Plat No. 16,348 - Contract No. Q332-1-220 @ filed in the Commission's Office in Baltimore, and to be recorded in the Office of the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland), said point of beginning marked by an iron pipe and being the northwest corner of the pro-

erty being described; thence south 25 degrees 39 minutes 40 seconds east a corrected distance of 253.35 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the southwest corner of the property being described; thence south 81 degrees 42 minutes 55 seconds east a distance of 85.92 feet to an iron pipe which marks the southeast corner of the property being described; thence north 28 degrees 00 minutes 50 seconds west a corrected distance of 305.83 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the northeast corner of the property being described, which point lies on the south right-of-way line of Dominion Road as located and established by the State Roads Commission; thence south 60 degrees 29 minutes 40 seconds west a distance of 66.00 feet to the point of beginning; said point of beginning lying on the south right-of-way line of Dominion Road as established and located by the State Roads Commission. The area of the tract of land herein described is 0.44 acres 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.

The Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 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.

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

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, 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 sub-paragraph (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:

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

And 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 payment 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 or at Mortgagee's option, shall be refunded to Mortgagor. 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 my 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) paragraph 1 hereof, will pay promptly when due any premiums has theretofore. 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 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 continue for twenty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or William F. Podlich, 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 67 & 00/100 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:

ELSIE CURTIS
Elsie Curtis

WILLIAM JOSEPH BENDA (SEAL)
(William Joseph Benda)

BETTY JEAN BENDA (SEAL)
(Betty Jean Benda)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 27th 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 WILLIAM JOSEPH BENDA and BETTY JEAN BENDA, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared JOHN L. FISHER, the President - 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.

My commission expires May 1, 1961

Notary
Public
Seal

ELSIE CURTIS
Elsie Curtis

Notary Public.

Property - 0.44 acres - Dominion Road
Description Approved TTC
Execution Approved 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. 54, folio 411, 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 of May in the year nineteen hundred and sixty-three.

CHARLES W. CECIL

Clerk

Filed May 24, 1963

MILITARY AFFIDAVIT
Filed May 24, 1963

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.

WILLIAM JOSEPH BENDA and
BETTY JEAN BENDA, his wife

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Docket TSP #2 Folio 295
Case No. 4550
Filed May 24, 1963

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, President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he knows the defendants 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 defendnats 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
Dwight F. Brunk - Affiant.

Subscribed and sworn to before me
this 23rd day of May 1963.

ELSIE CURTIS Notary
Notary Public Public
ELSIE CURTIS Seal

Filed May 24, 1963

STATEMENT OF MORTGAGE CLAIM
Filed May 24, 1963

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

WILLIAM JOSEPH BENDA and
BETTY JEAN BENDA, his wife

DOCKET FOLIO
CASE NO.
FILED

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 WILLIAM JOSEPH BENDA and BETTY JEAN BENDA, his wife, to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated April 27, 1960, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 54, folio 411.

Original Loan	\$6,700.00
Amount repaid	330.24
Loan Balance	\$6,369.76
Interest to August 25, 1963	273.95
	\$6,643.71
Expense Account Credit	.74
	\$6,642.97

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 23rd day of May 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

Filed May 24, 1963

DECREE FOR SALE
Filed May 28, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

VS.

WILLIAM JOSEPH BENDA and
BETTY JEAN BENDA, his wife

DOCKET TSP #2 FOLIO 295
CASE NO. 45 50
FILED May 28, 1963

IN THE
CIRCUIT COURT

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 28th day of May 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, of by the Clerk thereof, in the penalty of \$5,000.00 Dollars, conditional 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 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 May 28, 1963

CERTIFIED COPY OF BOND
Filed June 20, 1963

Queen Anne's County, to wit: Be it remembered that on this Twentieth day of June, 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.
16 482 63

Aurora Federal Savings and Loan
Association

versus

William Joseph Benda and Betty
Jean Benda, his wife

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 21st day of June 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 William Joseph Benda and Betty Jean Benda, 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.

TEST

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schlepner
Witness as to Surety

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 June 20, 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 258, 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 20th day of June in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed July 11, 1963

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,
vs.
WILLIAM JOSEPH BENDA and BETTY JEAN BENDA, his wife

: CASE NO. 4550
: IN THE
: 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 to 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 25, 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 Six Thousand Nine Hundred Ninety-two and 00/100 (\$6,992.00) 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 attached hereto purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Six Thousand Nine Hundred Ninety-two and 00/100 (\$6,992.00) 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 July, 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

THELMA B. BREEDEN
Thelma B. Breeden
Notary Public

Filed July 11, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 11, 1963

WILLIAM F. PODLICH, Solicitor
301 AURORA FEDERAL BUILDING
BALTIMORE 1, MARYLAND
PLaza 2-2850

TRUSTEE'S SALE
OF
VALUED IMPROVED FEE
SIMPLE PROPERTY

Situated in the Fourth Election
District of Queen Anne's County
On the southease side of Dominion Road near Chester, Maryland

By Decree of the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in a cause entitled "AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. WILLIAM JOSEPH BENDA and BETTY JEAN BENDA, 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, on

TUESDAY, JUNE 25, 1963

at 1:30 o'clock p.m.

ALL that fee simple parcel of land situate and lying in the 4th Election District of Queen Anne's County, Maryland, and described as follows:

BEGINNING AT A POINT that is nineteen feet (19 feet) south 29 degrees 30 minutes 20 seconds east of Station 112 - 5.65 of the State Roads Commission Base Line for right-of-way being accurately established and located on State Roads Commission's Office in Baltimore, and to Q332-1-220 - filed in the Commission's Office in Baltimore, and to be recorded in the Office of the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland), said point of beginning marked by an iron pipe and being the northwest corner of the property being described; thence south 25 degrees 39 minutes 40 seconds east a corrected distance of 253.35 feet (correction made by the James H. Ludlow Associates Survey of August 18, 1956) to an iron pipe which marks the southwest corner of the property being described; thence south 81 degrees 42 minutes 55 seconds east a distance of 85.92 feet to an iron pipe which marks the southeast corner of the property being described; thence north 28 degrees 00 minutes 50 seconds west a corrected distance of 305.83 (correction made by the James H. Ludlow Associates Survey of August 18, 1956), to an iron pipe which marks the northeast corner of the property being described, which point lies on the south right-of-way of Dominion Road as located and established by the State Roads Commission; thence south 60 degrees 29 minutes 40 seconds west a distance of 66.00 feet to the point of beginning; said point of beginning lying on the south right-of-way line of Dominion Road as established and located by the State Roads Commission. The area of the tract of land herein described is 0.44 acres, more or less.

IMPROVED by a one and one-half 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.

WILLIAM F. PODLICH, TRUSTEE

JOSEPH A. JACKSON, JR.,
AUCTIONEER

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 9, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does here-

by certify that the Trustee's Sale of valuable Fee simple property in the case of Aurora Federal Savings and Loan Assn. Vs. William Joseph Benda and Betty Jean Benda, 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 June, 1963, and that the first insertion of said advertisement by said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of May 1963, and the last insertion on the 20th day of June, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By E A DADDS

Filed July 11, 1963

AFFIDAVIT OF PURCHASER
Filed July 11, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on the 25th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared L C Thomas, Agent of Aurora Federal Savings & L Assn. 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 property on southeast side of Dominion Road, near Chester, Maryland, in the 4th Election District of Queen Anne's County, as described in Advertisement of Sale in the RECORD-OBSERVER on June 20, 1963, and he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Advertisement of Sale.

L C THOMAS (SEAL)
Agent Purchaser

Witness my hand and Notarial Seal.

THELMA B. BREEN
THELMA B. BREEN Notary Public

Notary Public Seal
Filed July 11, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of July, 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
THELMA B. BREEN
THELMA B. BREEN Notary Public

Filed July 11, 1963

ORDER NISI ON SALE
Filed July 11, 1963

ORDER NISI ON SALE

Aurora Federal Savings and Loan Association, a body corporate)
vs.)
William Joseph Benda and Betty Jean Benda, his wife)
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4550

ORDERED, this 11th. day of July, 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 12th. 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 5th. day of August, 1963.

The report states the amount of sales to be \$6,992.00.

CHARLES W. CECIL Clerk

Filed July 11, 1963

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 5, 1963

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association, a body corporate
vs.
William Joseph Benda and Betty Jean Benda,
his wife

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

Cause No. 4550

ORDERED, this 11th day of July, 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 12th 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 5th day of August, 1963.

The report states the amount of sales to be \$6,992.00.

CHARLES W. CECIL,
Clerk

Filed July 11, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 2, 1963
THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale Cause No. 4550 in the case of Aurora Federal Savings and Loan Association vs. William Joseph Benda and Betty Jean Benda, his wife. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 5 day of August, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of July 1963, and the last insertion on the 1 day of August, 1963

THE RECORD-OBSERVER CORPORATION

By R. E. HURLOCK

Filed Aug. 5, 1963

FINAL ORDER OF RATIFICATION
Filed Aug. 12, 1963

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate

vs.

WILLIAM JOSEPH BENDA and BETTY
JEAN BENDA, his wife

CASE NO. 4550

IN THE
CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

FINAL ORDER OF RATIFICATION

ORDERED thks 12th day of August, 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 the Auditor.

GEORGE B. RASIN, JR.

JUDGE

Filed Aug. 12, 1963

** See page 56
REPORT AND ACCOUNT OF AUDITOR
AND EXHIBIT A

Filed August 29, 1963

Cause No. 4550

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
 Jun 25 By proceeds of the sale of land, per report of vendor, to wit----- \$6,992.00
 By interest on unpaid balance of purchase price, per statement of vendor, to wit:----- 54.10
 By gross proceeds of said sales, to wit: ----- \$7,046.10

Dr.

To William F. Podlich, Trustee, (and vendor),
 per terms of mortgage, as follows, to wit:
 1-His fee for his services -----\$67.00
 2-His commissions for making sale as per
 letter of August 26, 1962, attached
 and marked Exhibit A, Balance of same
 being waived, the sum of ----- 183.00 \$250.00

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 ----- \$ 29.60
 2-Appearance fee of Wm. F. Podlich,
 Attorney ----- 10.00 39.60

To do., for an amount paid Bland, Dugan
 & McMillian, Inc., Agent, for the
 premium on the corporate surety bond
 and additional bond filed in this
 cause, per receipt 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----- \$125.00 139.00
 2-Costs for publishing order nisi of
 sale ----- 14.00

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 for Notary Fee
 in this cause, per statement of
 vendor, 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: 39.45

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 \$6,642.97, as per statement of
 mortgage indebtedness filed in this cause,
 the balance, or the sum of \$6,487.05
\$7,046.10 \$7,046.10

August 27, 1963

J THOMAS CLARK

Filed Aug. 29, 1963

Auditor

PLaza 2-2850

WILLIAM F. PODLICH
 ROBERT F. PODLICH
 Attorneys At Law
 Aurora Federal Building
 Charles Street at Saratoga
 Baltimore 1, Maryland

August 26, 1963

J. Thomas Clark, Esq.
 Attorney at Law
 Centreville, Maryland

Re: Aurora Federal Savings and Loan
 Association

vs.

William Joseph Benda and Betty Jean
 Benda, his wife
 Equity No. 4550

Dear Mr. Clark:

As the above entitled foreclosure matter is with reference to a VA mortgage, I am

waiving all commissions due me over and above \$183.00. I, therefore, request that in your account you allow me the Attorney's fee stated in the mortgage of \$67.00 and commissions to the extent of \$183.00, making a total of \$250.00.

With kind regards, I am,

Very truly yours,

WILLIAM F. PODLICH
William F. Podlich

WPR:w

Auditor's Exhibit A

Filed Aug. 29, 1963

** See page 54

Aurora Federal Savings
and Loan Association

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

vs.

William Joseph Benda and
Betty Jean Benda, his wife

No. 4550

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 May 28, 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 \$155.92.

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

August 27, 1963

Filed Aug. 29, 1963

NISI RATIFICATION OF AUDIT
Filed August 29, 1963

NISI RATIFICATION OF AUDIT

Aurora Federal Savings and Loan
Association, a body corporate

VS.

William Joseph Benda and
Betty Jean Benda, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4550

ORDERED, this 29th. day of August, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th. day of September, 1963, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed August 29, 1963

CERTIFICATE OF NOTICES MAILED
Filed Aug. 29, 1963

Aurora Federal Savings
and Loan Association

vs.

William Joseph Benda and
Betty Jean Benda, his wife

In The Circuit Court For
Queen Anne's County

Equity No. 4550

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certified that on August 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

William Joseph Benda
Dominion Road
Chester, Maryland

Betty Jean Benda
Dominion Road
Chester, Maryland

Pursuant to Rule 595, Section G. Maryland Rules of Procedure, the undersigned notify each of them that said account was filed on August 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 (15) day period, the account may thereupon be ratified.

J THOMAS CLARK
Auditor

Filed Aug. 29, 1963

FINAL RATIFICATION OF AUDIT
Filed Sept. 16, 1963

Aurora Federal Savings and
Loan Association

vs.

William Joseph Benda and
Betty Jean Benda, his wife

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

Cause No. 4550

FINAL RATIFICATION OF AUDIT

ORDERED, this 16th. day of September, 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, Trustee, 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 Sept 16, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of November in the year nineteen hundred and sixty-two, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

JOHN PALMER SMITH, ASSIGNEE,
CENTREVILLE, MARYLAND

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY,

DAVID LEE JONES
1047 Southerland Road,
SILVER SPRING, MARYLAND
and

IN EQUITY.

CAUSE NO. 4500

PHYLLIS G. JONES, his wife
EASTON, MARYLAND,
MORTGAGORS

ORDER TO DOCKET SUIT

Mr. T. Sorden Pippin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from David Lee Jones and Phyllis G. Jones, his wife, to The Centreville National Bank of Maryland, a body corporate, dated July 27, 1961, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 61, folio 408, (assigned on August 2, 1962, by said Bank to William E. Denny and Ida G. Denny, his wife, and assigned by said Dennys on October 29, 1962, to John Palmer Smith for collection by foreclosure or otherwise,) default having occurred in the terms thereof by reason of non-payment of the principal and interest of the note secured by said mortgage, when due; and you will file in said suit the above described mortgage (and the assignment thereof) as well as the accompanying military affidavit and statement of indebtedness.

JOHN PALMER SMITH
John Palmer Smith
Assignee

Filed No. 8, 1962

MILITARY AFFIDAVIT
Filed Nov. 8, 1962

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

I HEREBY CERTIFY, that on this 8 day of November, 1962, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee, and made oath in due form of law that David Lee Jones and Phyllis G. Jones, his wife, the mortgagors named in the mortgage referred to in the foregoing Order to Docket Suit, are 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 Sailor' Civil Relief Act, and amendments, and that the information is gotten from persons who know the defendants.

T. SORDEN PIPPIN
Clerk

Filed Nov. 8, 1962

STATEMENT OF INDEBTEDNESS
Filed Nov. 8, 1962

JOHN PALMER SMITH, ASSIGNEE,

IN THE CIRCUIT COURT

VS.

FOR

QUEEN ANNE'S COUNTY

DAVID LEE JONES,
and
PHYLLIS G. JONES,

IN EQUITY.

CAUSE NO. 4500

STATEMENT OF INDEBTEDNESS

Principal of note dated July 27, 1961, in the amount of \$10,000.00 by David Lee Jones and Phyllis G. Jones, his wife, to The Centreville National Bank of Maryland, and assigned by said Bank unto William E. Denny and Ida G. Denny, his wife, on Aug. 1, 1962, for balance due thereunder the sum of \$9,439.62
and
Interest due thereon to July 27, 1962 94.39
And interest due from July 27, 1962, to November 8th, 1962 163.60
Commissions: 10% of \$9,697.61 per terms of note \$9,697.61
\$ 969.76

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

THIS IS TO CERTIFY, that on this 8th day of November, 1962, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William E. Denny and Ida G. Denny, his wife, and made oath in due form of law that the foregoing Statement of Mortgage Debt due by David Lee Jones and Pjyllis G. Jones, his wife, is true to the best of their knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the Mortgagee.

Witness my hand and notarial seal.

Notary
Public
Seal

HELEN E. PARDEE
Helen E. Pardee.
Notary Public.

Filed Nov. 8, 1962

MORTGAGE
Filed Nov. 8, 1962

No 46372

Re 56460 RECEIVED FOR RECORD July 27, 1961

THIS MORTGAGE, made this 27 day of July, 1961, by and between David Lee Jones and Phyllis G. Jones, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors", and The Centreville National Bank of Maryland, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagors are jointly and severally indebted unto the said Mortgagee in the full and just sum of Ten Thousand Dollars (\$10,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of Ten Thousand Dollars (\$10,000.00) bearing even date herewith and payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of six per centum (6%) per annum; in one hundred twenty (120) equal, consecutive, monthly installments in the sum of One Hundred Eleven Dollars and Three Cents (\$111.03) each, due one (1) month from the date of said note and monthly thereafter, said payments comprising both principal and interest; and

WHEREAS, it was a condition precedent to making the aforesaid loan of Ten Thousand Dollars (\$10,000.00) represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said David Lee Jones and Phyllis G. Jones, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot, part of a lot, parcel and tract of land, situate, lying and being in Coxe's Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded by the property of or formerly of Calvert Jones and wife, the property of or formerly of Annie Jones, and the property of T. Herman Palmer, being a part of a lot of land known or formerly known as the "Stewart Palmer Lot", lying on the North bank of Miles Cove (an inlet of Crab Alley Creek); which is more particularly described as follows: BEGINNING for the same at the Northeast corner of said "Stewart Palmer Lot", and in the line of land of the Annie M. Jones land and the Calvert Jones lands and running (1) thence by and with the Calvert Jones lands South 40 degrees 43 minutes West, 117.0 feet to the waters of said Miles Cove; (2) thence by and with the waters of Miles Cove North 83 degrees 47 minutes West, 189.4 feet; (3) thence by and with the remainder of the "Stewart Palmer Lot" North 38 degrees 40 minutes East, 220.0 feet to the lands of Annie M. Jones; (4) thence by and with the said Annie M. Jones lands South 50 degrees 00 minutes East, 162.7 feet to the point of beginning, containing 0.606 acres of land, more or less; being the same and all of the land which was granted to the Mortgagors by William W. Eversmann and Miriam L. Eversmann, his wife, by deed dated April 10, 1952, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 4, folio 403.

TOGETHER with the buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid; and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness; together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least

the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee, may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness 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, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or HOWARD WOOD, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: - first, to the payment of all expenses incident to such sale, including a counsel fee of \$50.00 - for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured nor not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors):

KATHERINE C. O'NEAL
Katherine C. O'Neal

DAVID LEE JONES (SEAL)
David Lee Jones

KATHERINE C. O'NEAL
Katherine C. O'Neal

PHYLLIS G. JONES (SEAL)
Phyllis G. Jones

STAT~~E~~ OF MARYLAND)
) TO WIT:
COUNTY OF QUEEN ANNE'S)

On this the 27 day of July , 1961, before me, * Katherine C. O'Neal, the undersigned officer, personally appeared David Lee Jones and Phyllis G. Jones, his wife, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared A. Sydney Gadd, Jr., President of the within named mortgagee corporation, 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 of the within named Mortgagee to make this affidavit.)

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

One-One Twenty-Two Dollar
Recordation Tax Stamp.
Endorsed H.W. 7/27/61

Notary
Public
Seal

KATHERINE C. O'NEAL
Katherine C. O'Neal
My Commission expires May 6, 1963

FOR VALUE RECEIVED, The Centreville National Bank of Maryland, a body corporate, does hereby transfer and assign unto William E. Denny and Ida G. Denny, his wife, or survivor, the within and aforegoing Mortgage and the Mortgage Note secured thereby in the amount due thereunder of \$9,439.62 and \$94.39 interest to July 27, 1962, without recourse.

WITNESS the hand of said corporation by A. Sydney Gadd, Jr., its President, and its corporate seal hereto affixed both duly attested by Clayton Wright, Jr., its Cashier, this 2nd day of August, 1962.

Attest: The Centreville National Bank of Maryland
By A SYDNEY GADD, JR.
A. Sydney Gadd, Jr., President
CLAYTON WRIGHT JR.
Clayton Wright, Jr.
Cashier
Corporate Seal.

FOR VALUE RECEIVED, we hereby transfer and assign the within and aforegoing Mortgage and the note secured thereby unto John Palmer Smith for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals this 29th day of October, 1962.

WITNESS:
MILDRED C. BOONE
W. E. DENNY (SEAL)
IDA G DENNY (SEAL)

Faint, illegible text, possibly a stamp or header.

CERTIFIED COPY OF BOND
Filed April 8, 1963

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 Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith, of Centreville, Queen Anne's Counth, State of Maryland, and New Amsterdam 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 Dollars (\$15,000.00), 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 these presents, sealed with our seals and dated this 4th day of April, nineteen hundred and sixty-three.

WHEREAS, a certain mortgage from David Lee Jones and Phyllis G. Jones, his wife, to The Centreville National Bank of Maryland, a body corporate, bearing date July 27, 1961, and recorded in Liber T.S.P. No. 61, folio 408, &, a Land Record Book for Queen Anne's County, Maryland, and assigned by said Bank at the foot of said mortgage to William E. Denny and Ida G. Denny, his wife, on August 2nd, 1962, and later assigned by William E. Denny and Ida G. Denny, his wife, to John Palmer Smith on October 29th, 1962, for the purpose of collection by foreclosure or otherwise, default having occurred in the terms of said mortgage by the non-payment of the principal and interest; and

WHEREAS, the above bounden, John Palmer Smith, as the Assignee as aforesaid of the above described mortgage, is about to execute the power of sale contained in the said above described mortgage 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 interest due on the principal mortgage debt covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof, and on the principal indebtedness as provided aforesaid.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That, if the above bounden John Palmer Smith, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by and Court of Equity in relation to the sale of the said mortgaged property and premises, 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: JOHN PALMER SMITH (SEAL)
John Palmer Smith
NELLIE B. WHITELEY
NEW AMSTERDAN CASUALTY COMPANY,
BY: R. H. NICHOLS
ITS ATTORNEY IN FACT.
R. H. Nichols, Corporate Seal

WITNESS:
S. ALVEY

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

Security approved and bond Filed April 8, 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 214, 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 8th day of April in the year nineteen hundred and sixty-three.

CHARLES W. CECIL

Clerk

REPORT OF SALE
Filed May 3, 1963

JOHN PALMER SMITH, ASSIGNEE
CENTREVILLR, MARYLAND.

VS.

DAVID LEE JONES,
1047 Southerland Road,
SILVER SPRING, MD.,
AND
PJYLLIS G. JONES, HIS WIFE,
EASTON, MD.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN

EQUITY

CHANCERY NO. 4500

Report of Sale

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Palmer Smith, Assignee of the mortgage given to The Centreville National Bank of Maryland by David Lee Jones and Phyllis G Jones, his wife, bearing date July 27, 1961, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 61, folio 408, etc., assigned on August 2, 1962, by said Bank to William E. Denny and Ida G. Denny, his wife, and assigned by said Dennys on October 29, 1962, to John Palmer Smith for collection by foreclosure or otherwise, respectfully shows:

That said mortgage, so assigned as aforesaid unto John Palmer Smith, for foreclosure, suit was instituted for its foreclosure on November 8, 1962;

That default was made by the mortgagors by reason of the non-payment of the interest on the note secured by said mortgage and covenants to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

That after giving bond with security for the faithful discharge of his trust, which bond 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 (20) days prior to the date of sale, said Assignee did attend, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 30th, 1963, at 1:30 P.M. Daylight Savings Time, and after having the Auctioneer cry the sale for a considerable time, and after reading the Advertisement of Sale, did sell the lot, parcel of land and tract of ground improved by a frame dwelling house known as "The David Lee Jones & Phyllis G. Jones Residential Property", on Kent Island, Fourth Election District of Queen Anne's County, Maryland, and described in the above mentioned Advertisement of Sale, to Herman S. Thompson and Mildred C. Thompson, his wife, as tenants by the entireties, they being there and then the highest bidders therefor, at and for the sum of Thirteen Thousand Dollars (\$13,000.00). The purchasers have complied with the terms of sale and have to your Assignee the sum of \$4,333.33, being one-third of the purchaser price as provided by the terms of sale. Purchasers' affidavit required by the Maryland Rules is attached hereto. Also certificate of the Auctioneer, together with certificate of Advertisement of Sale.

The Report states the amount of sale to be Thirteen Thousand Dollars (\$13,000.00).

Respectfully submitted,

JOHN PALMER SMITH

John Palmer Smith, Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of May, 1963, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee in the aforementioned proceedings, 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.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on November 8th, 1962, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

Filed May 3, 1963

CHARLES W. CECIL Clerk.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 3, 1963

ASSIGNEE'S PUBLIC SALE
OF
BEAUTIFUL AND VALUABLE

RESIDENTIAL WATERFRONT PROPERTY

On Cove near Eastern Bay 3 miles south
of U.S.-Md. Route 301, at Chester,
on Kent Island, Queen Anne's County
Maryland

* * * * *

Under and by virtue of the power of sale contained in a Mortgage from David Lee Jones and Phyllis G. Jones, his wife, dated July 27, 1961, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 61, folio 408, & default having occurred by non-payment of the note and interest secured by said mortgage, the undersigned Assignee of said mortgage will offer at PUBLIC AUCTION to the highest bidder, on

TUESDAY, APRIL 30th, 1963

At the hour of 1:30 P.M.- Daylight Saving Time - in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, the following described real estate and premises, to wit:

All that lot, part of a lot, parcel and tract of land, improved by a two story frame dwelling house and garage, situate, lying and being in Coxe's Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded by the property of or formerly of Calvert Jones and wife, the property of or formerly of Annie Jones, and the property of T. Herman Palmer, being a part of a lot of land known or formerly known as the "Stewart Palmer Lot," lying on the north bank of Miles Cove (an inlet of Crab Alley Creek, which is more particularly described as follows: BEGINNING for the same at the northeast corner of said "Stewart Palmer Lot," and in the line of land of the Annie M. Jones land and the Calvert Jones lands and running (1) thence by and with the Calvert Jones lands S. 40 deg. 43 min. west, 117 feet to the waters of said Miles Cove; (2) thence by and with the waters of Miles Cove N. 83 deg. 47 min. west, 186.4 feet; (3) thence by and with the remainder of the "Stewart Palmer Lot" N. 38 deg. 40 min. east, 220 feet to the lands of Annie M. Jones; (4) thence by and with the said Annie M. Jones lands S. 50 deg. 00 min. east, 162.7 feet to the point of beginning, containing 0.606 Acres of land, more or less.

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

This is an opportunity to purchase at public sale a family home on a pretty sheltered cove and harbor, spacious lawn, with large shade trees, sloping to a private bathing beach, and beyond deep water for boats and cabin cruisers, the water frontage being over 186 feet, with delightful Eastern Bay within 10 minute ride by boat for fishing, crabbing, sailing; and in the Fall and Winter close to the best hunting grounds on the Eastern Shore near the Atlantic Flyway of wild ducks and Canada geese; with quail and rabbits for upland shooting.

Truly-a beautiful and wonderful year-round family home site, private yet close to stores, markets, schools, colleges, churches, doctors, hospitals, located on hard surface road, within 10 minute ride of Chesapeake Bay Bridge, 3 miles South of U.S.-Md. Route 301 down Cox Neck Road. The home has 3 bedrooms, modern a bath and kitchen, dining room, living room, basement, automatic hot water heating system, all modern conveniences, hot and cold running water.

It is suggested that interested buyers personally inspect the property before day of sale. Call Mr. Wm. E. Denny, Sr., at his Garage in Stevensville, Md., Phone MIssion 3-3431, and Mr. Denny will be glad to show the property.

Instructions for reaching the property to inspect it, are:

1. Persons travelling from the west side of the Bay Bridge-When you reach the eastern terminus of the Bridge proceed 2 miles along the east-bound traffic lane to road sign reading "Cox Neck Road" at the Flying Horse Mobile Service Station, there turn right and proceed down Cox Neck Road 3 miles to Sale Sign, turn left at Sale Sign and proceed easterly following arrows to the property.
2. Persons travelling towards Bay Bridge from the east-Proceed along west-bound traffic lane of U.S.-Md. Route 301 to Chester, Maryland, to road sign reading "Cox Neck Road," across from Flying Horse Mobile Station, there turn left, cross east-bound traffic lane and proceed down "Cox Neck Road" 3 miles, to Sale Sign, turn left at Sale Sign and proceed easterly following arrows to the property.

TERMS OF SALE: 1/3 of purchase money on day of sale, balance by certified check within 60 days from date of sale. Possession day of sale. Taxes and insurance premiums adjusted as of date of sale. Transfer of title to property upon final ratification of sale by the Court. Title papers, recording costs, attorney, notary fees and all tax stamps at expense of purchaser.

JOHN PALMER SMITH, ASSIGNEE
113 Lawyers Row,
Centreville, Md. - Phone 350.

W. J. Barcus, Jr., Auctioneer

See
*/Certificate of Publication below
CERTIFICATE OF AUCTIONEER
Filed May 3, 1963

Centreville, Maryland

April 30th, 1963.

I HEREBY CERTIFY, that I did sell at public auction.

ALL that lot, part of a lot, parcel and tract of land improved by a two story frame dwelling house and garage, situate lying and being in Cox's Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded by the property of or formerly of Calvert Jone and wife, the property of or formerly of Annie Jones, and the property of T. Herman Palmer, being a part of a lot of land known or formerly known as the "Stewart Palmer Lot", lying on the north bank of Miles Cove (an inlet of Crab Alley Creek', which is more particularly described as follows: BEGINNING, for the same at the northeast corner of said "Stewart Palmer Lot", and in the line of land of the Annie M. Jones land and the Calvert Jones lands and running (1) thence by and with the Calvert Jones lands S. 40 deg. 43 min. west, 117 feet to the waters of said Miles Cove; (2) thence by and with the waters of Miles Cove N. 83 deg. 47 min. west, 186.4 feet; (3) thence by and with the remainder of the "Stewart Palmer Lot" N. 38 deg. 40 min. east, 200 feet to the lands of Annie M. Jones; (4) thence by and with the said Annie M. Jones lands S. 50 deg. 00 min, east, 162.7 feet to the point of beginning, containing 0.606 Acres of land, more or less.

In front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 30th, 1963, beginning at the hour of 1:30 P. M., -Daylight Saving Time- unto Herman S. Thompson Mildred C. Thompson, his wife, as tenants by the entireties, at and for the sum of Thirteen Thousand (\$13,000.00).

WILLIAM J. BARCUS JR
Auctioneer.

Filed May 3, 1963

CERTIFICATE OF PURCHASER
Filed May 3, 1963

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

I HEREBY CERTIFY, that on this 30th day of April, 1963, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Herman S. Thompson, one of the purchasers, Mildred C. Thompson, his wife, being also purchaser with him, purchasers at the foreclosure sale in this Cause, and made oath in due form of law that they are, the purchasers, and purchased the same as principals and not as agents for anyone, of the lot, parcel and tract of land, improved by a two story frame dwelling house and garage on Miles Cove on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and more particularly described in the advertisement of said property filed in this Cause, at and for purchase price of Dollars (\$13,000.00).

HERMAN S. THOMPSON (SEAL)

Witness my hand and Notarial Seal
this 30th day of April, 1963.

VIRGINIA S. WHITE
Notary Public
Virginia S. White
My commission expires May 6, 1963.

Notary
Public
Seal.

Filed May 3, 1963

QUEEN ANNE'S RECORD-OBSERVER

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 1, 1963

THE QUEEN ANNE'S RECORD AND OBSERBER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Public Sale in the case of David Lee Jones and Phyllis Jones 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 seccessive weeks before the 30th 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 25th day of April, 1963.

THE QUEEN ANNE'S RECORD AND OB-
SERVER PUBLISHING COMPANY

By E. A. DADDS

Filed May 3, 1963

ORDER NISI ON SALE
Filed May 3, 1963

ORDER NISI ON SALE

John Palmer Smith, Assignee,
vs.
David Lee Jones and
Phyllis G. Jones, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4500

ORDERED, this 3rd. day of May, 1963, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 3rd. 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 27th. day of May, 1963.

The report states the amount to be \$13,000.00.

CHARLES W. CECIL Clerk

Filed May 3, 1963

ORDER NISI ON SALE & CERTIFICATE
OF PUBLICATION
Filed June 5, 1963

ORDER NISI ON SALE

John Palmer Smith, Assignee
vs.
David Lee Jones and
Phyllis G. Jones, his wife

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

Cause No. 4500

ORDERED, this 3rd day of May, 1963, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, on or after the 3rd 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 27th day of May, 1963.

The report states the amount of sales to be \$13,000.00.

CHARLES W. CECIL, Clerk

Filed: May 3, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 5, 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 Palmer Smith, Assignee Vs. David Lee Jones and Phyllis G. Jones, his wife Cause No. 4500 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 27th day of May, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of May, 1963, and the last insertion on the 23th day of May, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed June 5, 1963

FINAL ORDER OF RATIFICATION OF SALE
Filed June 5, 1963

JOHN PALMER SMITH, Assignee,
vs.
DAVID LEE JONES
and
PHYLLIS G. JONES

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY No. 4500

FINAL ORDER OF RATIFICATION OF SALE

ORDERED this 5th day of June, 1963, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made by John Palmer Smith,

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 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 John Palmer Smith, Assignee, 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 June 5, 1963

PETITION OF REGIONAL DIRECTOR
Filed June 28, 1963

STATE OF MARYLAND

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

In Chancery
Cause No. 4500

John Palmer Smith,
Assignee vs David Lee Jones
and Phyllis G. Jones, Mortgagors

...oOo...

Mr. CLERK:

Please file the enclosed Petition and Order on behalf of the United States of America in the captioned case. If a hearing is required on this Petition please set it in on your Court Docket.

JOSEPH D. TYDINGS
Joseph D. Tydings
United States Attorney

June 27, 1963

J. EDWARD DAVIS
J. Edward Davis

Assistant United States Attorney

Certificate

I hereby certify that copy of foregoing pleadings have been mailed this day to John Palmer Smith, Esq., Lawyers Row, Centreville, Md., David Lee Jones and Phyllis G. Jones, Mortgagors, T/A Eastern Bay Packing Company, Chester, Maryland.

J. EDWARD DAVIS
J. Edward Davis

Assistant United States Attorney

June 27, 1963

Filed June 28, 1963

STATE OF MARYLAND

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

John Palmer Smith,
Assignee vs. David Lee Jones
and Phyllis G. Jones, Mortgagors

In Chancery
Cause No. 4500

P E T I T I O N

1. That your Petitioner, Clarence P. Moore, is Regional Director, Small Business Administration, an agency of the United States of America, with a Regional Office located at 1904 Byrd Avenue, Richmond, Virginia.
2. That Clarence P. Moore is an agent of the Small Business Administration, that he is duly authorized by the Small Business Administration to petition this court in its behalf, that the petition cannot be made by the Small Business Administration in person because it is an agency of the United States of America.
3. The above named Mortgagors are justly and truly indebted to the Small Business Administration in the sum of \$988.66 principal plus \$37.46 interest as of April 30, 1963.
4. That the consideration of the debt is as follows: Note to evidence a Direct Business Loan in the amount of \$4,000.00, made by the Small Business Administration to the Mortgagors, which note is secured by a Deed of Trust made by David L. Jones and Phyllis G. Jones, husband and wife, to Meredith R. Hoffmaster and G. D. Holden, Trustees, dated August 7, 1959, and recorded in Liber TSP 49 page 432 in the records for Queen Anne's County.

5. Your petitioner is advised that the assignee named above has caused the property conveyed in trust by the deed of trust described to be sold April 30, 1963, for \$13,000.00 pursuant to a mortgage superior to the lien of the deed of Trust described above.

6. The Small Business Administration is an agency of the United States of America and claims a priority pursuant to Title 31 United States Code Annotated Section 191.

7. Wherefore, your petitioner prays the court for an order in this cause that the debt and lien of the Small Business Administration be taken in account and any monies recovered in this cause to which the Small Business Administration is entitled be paid as the Small Business Administration is entitled to as an agency of the United States of America pursuant to Title 31 United States Code Annotated Section 191 and pursuant to this petition.

CLARENCE P. MOORE
Clarence P. Moore
Regional Director

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

Clarence P. Moore, after being duly sworn, says that he is the Clarence P. Moore, Regional Director, mentioned in the foregoing petition; and that the same is true to his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

CLARENCE P. MOORE
Clarence P. Moore

Subscribed and sworn to before me May 6, 1963.

CASSIE MUSE FOLKES
Notary Public

My commission expires May 15, 1964. (SEAL)

Notary
Public
Seal

Filed June 28, 1963

ORDER APPOINTING
SPECIAL AUDITOR
Filed July 8, 1963

JOHN PALMER SMITH, ASSIGNEE
VS
DAVID LEE JONES and
PHYLLIS G. JONES, MORTGAGORS

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

ORDER APPOINTING
SPECIAL AUDITOR

Due to the illness of J. Thomas Clark, Esq., the regular Auditor of this Court, it is, by the Circuit Court for Queen Anne's County, in Equity, ORDERED this 8th day of July 1963, that Vachel A. Downes, Jr., Esq. be and he is hereby appointed Special Auditor in this cause with authority to audit and state a report and account of the proceeds of the mortgage sale and in order to make distribution of the same he is directed to give notice to the creditors of the mortgagors and take such testimony as he may deem necessary for that purpose.

THOS J KEATING JR.
JUDGE

Filed July 8, 1963

ORDER
Filed July 8, 1963

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

John Palmer Smith,
Assignee bs. David Lee Jones
and Phyllis G. Jones, Mortgagors

In Chancery
Cause No. 4500

ORDER

Upon the foregoing petition and affidavit it is this 8th day of July, 1963, decreed by the Circuit Court of Queen Anne's County that the Small Business Administration be allowed to file its claim with the Special Auditor who has been appointed to state a report and account of distribution of the proceeds of

the mortgage sale.

THOS J. KEATING JR.
Judge

Filed July 8, 1963

NOTICE TO CLAIMANTS
Filed July 12, 1963

JOHN PALMER SMITH, ASSIGNEE

*

IN THE CIRCUIT COURT

v

*

FOR

DAVID LEE JONES and
PHYLLIS G. JONES, MORTGAGORS

*

QUEEN ANNE'S COUNTY
IN EQUITY

*

#4500

* * * * *

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County NOTICE IS HEREBY GIVEN to the mortgagors, judgment creditors, other lienors and assignees of the mortgagors, and all persons claiming an interest in the equity of redemption, of the real estate of David Lee Jones and Phyllis L. Jones warning them to file their claims, with the proper vouchers thereof, with the Clerk of court, at the Court House, in Centreville, Maryland, on or before the 16th day of September, 1963, 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 17th day of August, 1963.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Special Auditor

Copy mailed to Queen Anne's Record Observer on July 12, 1963 for 3 successive insertions commencing July 18, 1963

Vachel A Downes Jr
Special Auditor

Filed July 12, 1963

AMENDED STATEMENT OF INDEBTEDNESS
Filed August 13, 1963

JOHN PALMER SMITH,
ASSIGNEE,

IN THE CIRCUIT COURT

VS.

FOR

DAVID LEE JONES,

QUEEN ANNE'S COUNTY

and

IN EQUITY.

PHY LLIS G. JONES,

CAUSE NO. 4500

AMENDED STATEMENT OF INDEBTEDNESS

Principal of note dated July 27, 1961, in the amount of \$10,000.00 by David Lee Jones and Phyllis G. Jones, his wife, to The Centreville National Bank of Maryland, and assigned by said Bank unto William E. Denny and Ida G. Denny, his, on Aug. 1, 1962, for balance due thereunder	\$9,439.62
the sum of	
and	
Interest due thereon from May 27th, 1962 to April 30, 1963,.....	523.94
Commissions: 10% of \$9,963.56 per terms of note	\$9,963.56
	996.36

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

THIS IS TO CERTIFY, that on this 13 day of August, 1963, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith, and made oath in due form of law that the foregoing Amended Statement of Mortgage Debt due by David Lee Jones and Phyllis G. Jones, his wife, is true to the best of his knowledge and belief, and that is no credit due thereon, except as shown, nor any security therefor except the Mortgage.

CHARLES W. CECIL
Charles W. Cecil
Clerk of the Court

Filed Aug. 13, 1963

HWR TWD

<p>\$10,000.00 ASG Centreville, Maryland, July 27- 1961</p> <p>For Value received, I, we, or either of us, jointly and severally promise to pay to the order of</p> <p>THE CENTREVILLE NATIONAL BANK OF MARYLAND</p> <p>the sum of - - - - - Ten Thousand and 00/100 - - - - - Dollars</p> <p>Negotiable and payable at the Banking House in 120 equal consecutive monthly installments of \$ 111.03 each, beginning on the 27 day of August 1961</p> <p>Upon non-payment of any installment of the principal or interest all remaining installments shall immediately become due and payable, at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemption waived.</p> <p>DAVID LEE JONES (SEAL)</p> <p>PHYLLIS G. JONES (SEAL)</p> <p>SECURED BY Mortgage R.E. 25084</p>	<p>\$9439.62</p> <p>May 27 1962</p>
--	-------------------------------------

Filed Aug 13, 1963

PETITION
Filed Oct. 24, 1963

JOHN PALMER SMITH, ASSIGNEE

vs.

DAVID LEE JONES
PHYLLIS G. JONES

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY NO. 4500

PETITION

The Petition of Vachel A. Downes, Jr., Special Auditor, unto your Honors respectfully represents:

1. That due to the illness of J. Thomas Clark, regular Auditor of this Court, your Petitioner was appointed Special Auditor in said cause by order dated the 8th day of July, 1963, and did thereafter have published in a newspaper printed and published in Queen Anne's County a Notice to Claimants.
2. That your Special Auditor has not stated an account in said Cause.
3. That J. Thomas Clark, aforesaid, has recovered from his illness and has resumed the practice of law.

WHEREFORE, your Petitioner prays this Honorable Court to dismiss, remand and revoke its order of July 8, 1963, appointing a special auditor in said cause, and to have the papers therein directed to J. Thomas Clark, the regular auditor for said Court, state the audit therein.

AND AS IN DUTY BOUND, etc.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Special Auditor

Filed Oct. 24, 1963

ORDER
Filed Oct. 25, 1963

ORDER

Upon the foregoing Petition, it is thereupon ORDERED this 25th day of October, 1963, that the order of this Court of July 8, 1963, appointing a Special Auditor be remanded and revoked, that Vachel A. Downes, Jr., Special Auditor appointed by said Order, be relieved from all duties and obligations thereunder; and that the Clerk of Court forthwith direct the papers herein unto J. Thomas Clark, regular Auditor for this Court, for the purpose of stating his audit therein.

THOS J KEATING JR.
Judge

Filed Oct. 25, 1963

CERTIFICATE OF PUBLICATION OF
NOTICE TO CLAIMANTS
Filed Oct. 29, 1963

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagors, judgment creditors, other lienors and assignees of the mortgagors, and all persons claiming an interest in the equity of redemption of the real estate of David Lee Jones and Phyllis L. Jones warning them to file their claims, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 16th day of September, 1963, 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 17th day of August, 1963.

7/18/63

VACHEL A. DOWNES, JR.
Special Auditor

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 28, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice to Claimants in the estate of David Lee Jones and Phyllis L. Jones 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 17 day of August, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of July 1963 and the last insertion on the 1 day of August, 1963.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Oct. 29, 1963

REPORT OF AUDITOR
Filed Oct. 29, 1963

JOHN PALMER SMITH, ASSIGNEE

vs.

DAVID L. JONES, et.al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4500

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 pursuant to Order of this Court of October 25, 1963, wherein the Order of this Court of July 8, 1963, appointing Vachel A. Downes, Jr., Special Auditor was revoked.

2. That it appears that the proceeds of the mortgage sale were more than sufficient for the payment of the mortgage debt, interest, taxes and costs of collection in full.

3. That in the within account John Palmer Smith, Assignee and vendor, is charged with the gross proceeds of the sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond filed in this cause, his several costs of advertising Notice of Sale, the costs of advertising the order nisi of sale in this cause and of publishing the Notice to Claimants filed in this cause, the cost for additional fire insurance on the improvements located on the real estate sold hereunder, state and county taxes on the real estate sold in this cause for the year 1962 and for one-third of the year 1963, the fee of your auditor for stating this audit, and the mortgage debt, including interest and commissions for collection provided by the mortgage note of the mortgage foreclosed in this cause, per amended statement of debt filed herein, and interest for 60 days after date of sale on the principal mortgage indebtedness.

4. All of the surplus proceeds of this sale were directed to be paid to the Small Business Administration of United States of America as a partial payment on its second mortgage of the real estate foreclosed in this cause and which had a priority over the other claims filed in this cause. Since the funds are insufficient to pay the Small Business Administration claim in full there was nothing by way of money to allow the other creditors on the claims which they filed in this cause.

Respectfully submitted,

J THOMAS CLARK
Auditor

October 29, 1963

Filed Oct. 29, 1963

Cause No. 4500

The proceeds of the sale of land reported in this cause, in account with John Palmer Smith, Assignee, of the mortgage foreclosed in these proceedings (and

vendor of said land)

Cr.

1963		
Apr 30	By gross proceeds of the sale of said land, per report of said vendor, to wit:-----	\$13,000.00
	By interest collected from vendee on unpaid portion of purchase money, per statement of vendor, to wit:-----	86.67
	By total proceeds in hands of said vendor -----	<u>\$13,086.67</u>

Dr.

To John Palmer Smith, Assignee of mortgage, (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale on #13,000.00, per terms of mortgage ---	\$800.00	
2-His fee for his services -----	<u>50.00</u>	\$850.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk ----	\$ 58.35	
2-Appearance fee of John Palmer Smith, Atty -----	<u>10.00</u>	68.35
To do., for an amount paid Albert V. Stant Agency, Agent, for the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit: -----		60.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For advertising Notice of Sale -----	\$150.00	
2-For publishing Order Nisi of sale ---	<u>14.00</u>	164.00
To do., for an amount due Vachel A. Downes, Jr., for reimbursement of money advanced, while acting as Special Auditor in this cause, to Queen Anne's Record-Observer for publishing Notice to Claimants, per receipt showing payment by Vachel A. Downes, Jr., to wit:-----		16.63
To do., for an amount paid The Star-Democrat for publishing Notice of Sale, per receipt exhibited, to wit:-----		42.00
To do., for an amount paid The Kent County News for publishing Notice of Sale, per receipt exhibited, to wit:-----		40.50

J THOMAS CLARK
Auditor

October 29, 1963

To do., for an amount paid W. J. Barcus, Jr., Auctioneer, for crying said sale, per his receipt exhibited, to wit:-----		\$130.00
To do., for an amount paid Moffett Insurance Agency for insurance on real estate sold in this cause, per its receipt exhibited, to wit:-----		15.51
To do., for amounts paid Royden N. Powell, Jr., Treasurer, for state and county taxes on the real estate sold in this cause, per his receipt and statement of vendor, to wit:		
1-For taxes for year 1962, per receipt ---	\$101.14	
2-For taxes for one-third of year 1963, per advertised terms of sale and statement of vendor (in total sum of \$99.90 for year 1963)-----	<u>33.30</u>	134.44
To J. Thomas Clark, auditor, for stating this audit, the sum of -----		108.00
To John Palmer Smith, Assignee, in full payment of the mortgage debt and note secured thereby, together with interest to date of sale in sum of \$9,963.56, and in full for commissions for collection as provided in mortgage note of 10%, or sum of \$996.36, per amended statement of debt filed in this cause, plus interest for 60 days on principal debt shown in amended statement of debt filed in this cause and provided for under Sec. 8, Art. 66, 1957 Annotated Code of Maryland, in sum of \$94.39, making a total sum of -----		11,054.31
To balance carried forward prior to distribution of creditors of mortgagors, according to priority, the sum of -----		<u>402.93</u>

\$13,086.67 \$13,086.67

Cr.

By balance carried forward for distribution to creditors of mortgagors, according to priority, the sum of ----- \$402.93

Dr.

To Small Business Administration, United States of America, as a partial payment on its claim of \$1,039,86, by virtue of a second mortgage on the real estate sold in this cause from the said mortgagors, dated August 7, 1959; recorded August 8, 1959

J THOMAS CLARK
Auditor

October 29, 1963

among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 432, the balance or the sum of -----

\$402.93

\$402.93 \$402.93

October 29, 1963

Filed Oct. 29, 1963

J Thomas Clark
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Oct. 29, 1963

JOHN PALMER SMITH, ASSIGNEE

vs.

DAVID L. JONES, et. a l.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4500

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 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:

John Palmer Smith, Assignee
Lawyer's Row
Centreville, Maryland

Small Business Administration
The Executive Office Building
1904 Byrd Avenue
Richmond 26, Virginia

Howard Wood, Attorney
Lawyer's Row
Centreville, Maryland

Royden N. Powell, Jr., Treasurer
Court House
Centreville, Maryland

Herman S. Thompson
Grasonville, Maryland

Internal Revenue Service
Attention: E. A. Armstrong
Easton, Maryland

PURSUANT to Rule, 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on October 29, 1963, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than November 13, 1963, and that if no exceptions are filed within such fifteen days period, the account may thereupon be ratified on or after November 14, 1963.

J THOMAS CLARK
Auditor

Filed Oct. 29, 1963

NISI RATIFICATION OF AUDIT
Filed October 29, 1963

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee
Centreville, Maryland

vs.

David Lee Jones and
Phyllis G. Jones, his wife
Mortgagors

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4500

ORDERED, this 29th. day of October, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th. day of November, 1963, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed October 29, 1963

EXCEPTIONS TO AUDITOR'S REPORT
Filed Nov. 13, 1963

JOHN PALMER SMITH,
Assignee

vs.

DAVID L. JONES, et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY
NO. 4500

EXCEPTIONS TO AUDITOR'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The United States of America, Small Business Administration, by its counsel unto your Honors respectfully represents:

I. That J. Thomas Clark, Auditor, filed in this cause his report dated October 29, 1963.

II. That the proceeds of the mortgage sale in this cause as per above said report were more than sufficient for the payment of the mortgage debt, interest, taxes and costs of collection in full.

III. That the said report provides, in part, for the allowance of the following fees and commissions to John Palmer Smith, Assignee, to wit:

- 1. Commission for making sale on \$13,000. per terms of mortgage \$800.00
 - 2. Fee for services 50.00
 - 3. In full for commissions of 10% for collecting as provided in mortgage note. 996.36
- \$850.00
\$1,846.36

IV. That no collection was required of John Palmer Smith, Assignee, there being nothing to collect since the mortgage sales proceeds were more than sufficient to pay the mortgage debt in full.

THEREFORE the United States of America, Small Business Administration, takes exception to that part of the said Auditor's Report providing for the allowance of a 10% collection commission in the amount of \$996.36 to John Palmer Smith, Assignee, and prays that this Court disallow the same and take such action as may be appropriate on the ground that no collection commission is due John Palmer Smith, Assignee, and that the allowance of the same would be prejudicial to the just interests of the United States of America, Small Business Administration, holder of the second mortgage, and to the other creditors herein.

Respectfully submitted,
UNITED STATES OF AMERICA

Joseph D. Tydings
United States Attorney

By: J. EDWARD DAVIS
J. Edward Davis

Asst. United States Attorney

Filed Nov. 13, 1963

OPINION AND ORDER
Filed May 4, 1964

JOHN PALMER SMITH,
Assignee,

versus

DAVID L. JONES, et al,
Mortgagors

∅
∅
∅
∅

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 4500

OPINION and ORDER

IN this Mortgage Foreclosure Sale proceedings, the holder of a lien, junior to the Mortgage, excepts to the Auditor's Report and Account, allowing Vendor collection commissions on debt.

THE Mortgage recites that the Mortgage debt was evidenced by a Promissory Note for the sum of Ten Thousand Dollars (\$10,000.00) bearing even date with the Mortgage and payable, with interest, in certain installments. The Note itself contained the usual provision that upon non-payment of any installment the whole debt was to become due and payable and the makers and endorsers agreed to pay ten percent (10%) commission for collection and authorized any Attorney of Record to appear and confess Judgment, etc.

THE Mortgage Note and the Mortgage securing same were assigned by the original Mortgagee to a man and his wife as assignees for value and upon default these Assignees, as owners of the debt, assigned the Note and Mortgage to an Attorney, the Plaintiff here, "for collection by Foreclosure or otherwise". The Foreclosure Sale having been made and ratified, the Auditor, in his Account, allowed the Attorney who made the sale the Vendor's Commissions on the amount of sale, in accordance with the covenant in the Mortgage, and also allowed said Attorney, in accordance with the provisions of the Promissory Note, Commissions of ten percent (10%) on that portion of the sale proceeds which represented the unpaid principal and interest due the Mortgagees.

THE grounds of the Exceptions are "that no collection was required of John Palmer Smith, Assignee, there being nothing to collect since the Mortgage sales proceeds were more than sufficient to pay the Mortgage debt in full".

THE Exceptions were heard on April 22, 1964, at which time the Exceptant, the United States of America Small Business Administration, argued that there was no covenant in the Mortgage itself to pay any Attorney's collection Commissions but only a covenant to pay Vendor's Commissions on the sale as allowed Trustees selling under Decree, and as the Vendor was required, as Assignee of the Mortgage and Vendor, the account for and pay over to the Owners of the Mortgage the debt and interest due them, he had no other collection duties to perform and would, if allowed Commissions on the amount of the debt, be compensated twice for the same services at the expense of the Mortgagors or junior Lienors.

WE have given consideration to the matter and are of the opinion that the Exceptions should be overruled.

IN the case of GAITHER vs. TOLSON, 84, Md. 637, it was specifically held that where there was a covenant in the Mortgage to pay the debt, interest, costs and Attorney's Commissions and, further, that, in the event of a sale, the proceeds should be applied to the expenses incident to the sale, "including compensation to the person making the sale as to trustees in equity", both such allowances to the same person were permissible. The Court pointed out that the services, though rendered by the same person were of a different character. We do not find this interpretation to have been later reversed or challenged. We do find that in JOHNSON vs. PHILLIPS, 143 Md. 16, the Court of Appeals held that in order for an Attorney to claim Commissions on the confession of a Judgment by authorization contained in a Promissory Note, the specific rate of Commissions must be set forth or, if the Note provided for reasonable Commissions, the allowance and rate is subject to the Court's prior approval.

IN the instant case, the two (2) pertinent Covenants in the Mortgage were: "(1) To repay the indebtedness, together with interest, secured by this Mortgage, when due, - - - -"; (6) which contains the power of sale, and directs the application of the proceeds as follows: first, to the expenses incident to such sale, including a Counsel fee and also the payment of a Commission to the party making the sale as to Trustees in Equity; second, "to the payment of all claims of the Mortgagee, whether the same have matured or not".

WHILE we concede that the Covenants do not, in specific language, say that the Mortgagor covenants to pay "attorney's commissions incurred in the collection of the debt", we view the Covenant "to pay the indebtedness, together with interest, secured by this Mortgage, when due" as a Covenant to pay the Promissory Note which is recited in the preamble of the Mortgage in accordance with all the terms contained in the Note, and hence a Covenant to pay the collection Commission on default.

THE fact that two (2) separate amounts for separate services are earned or payable to the same individual was considered and disposed of in GAITHER vs. TOLSON, supra, which, in citing with approval BOWIE vs. HALL, 69 Md. 434, said "Parties have a right to make their contract in what form they please - - - - and it is the duty of the Courts so to construe them, if possible, as to maintain them in their integrity and entirety."

IT is our opinion that the Note with all its provisions was the Mortgage debt and when it was assigned to an Attorney to collect, by foreclosure or otherwise, the principal, interest and Attorney's Commissions of ten percent (10%) became the "indebtedness" and was a "claim of the Mortgagee" in contemplation of the two (2) Covenants in the Mortgage.

IT IS, therefore, ORDERED, this 2nd day of May, 1964, by the

Circuit Court for Queen Anne's County, in Equity, that the Exceptions of the United States of America Small Business Administration to the Report and Account of the Auditor heretofore filed in this case be and they are hereby overruled.

THOS J KEATING JR.
JUDGE

Filed May 4, 1964

FINAL RATIFICATION OF AUDIT
Filed May 7, 1964

JOHN PALMER SMITH : IN THE CIRCUIT COURT FOR
Assignee, : QUEEN ANNE'S COUNTY
versus : IN EQUITY.
DAVID L. JONES, et al, : Chancery No. 4500

FINAL RATIFICATION OF AUDIT.

In conformity with the Opinion heretofore filed in this Cause, IT IS ORDERED, this 7th day of May, 1964, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed; and John Palmer Smith, Assignee, 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.

THOS J KEATING JR.
JUDGE

Filed May 7, 1964

ORDER OF APPEAL
Filed May 29, 1964

RCD:CJB
59238

JOHN PALMER SMITH : IN THE CIRCUIT COURT FOR
Assignee : QUEEN ANNE'S COUNTY,
VS. : IN EQUITY
DAVID L. JONES, et al : Chancery No. 4500
Mortgagors :
.....

ORDER OF APPEAL

MR. CLERK:

Please enter an appeal from the Opinion and Order, and judgment of the Court heretofore rendered in this action by Opinion and Ordered dated the 2nd day of May, 1964, and filed herein on the 4th day of May, 1964.

THOMAS J. KENNEY
Thomas J. Kenney
United States Attorney

ROGER C. DUNCAN
Roger C. Duncan
Assistant United States Attorney

Certification

I hereby certify that copy of the Order of Appeal was mailed this 28th day of May, 1964, to John Palmer Smith, Esq., Lawyer's Row, Centreville, Md., Thomas Clark, Esq., Court Auditor, Queen Anne's County, Centreville, Md., David Lee Jones and Phyllis C. Jones, Mortgagors, t/a Eastern Bay Packing Company, Chester, Maryland.

ROGER C. DUNCAN
Roger C. Duncan
Assistant United States Attorney

Filed May 29, 1964

PETITION AND ORDER TO EXTEND TIME
FOR FILING RECORD
June 25, 1964

RCD:CMB
59238

JOHN PALMER SMITH : IN THE CIRCUIT COURT FOR
Assignee :
VS. : QUEEN ANNE'S COUNTY
: IN EQUITY
DAVID L. JONES, et al :
Mortgagors : Chancery No. 4500

.....

PETITION AND ORDER TO EXTEND TIME FOR FILING RECORD

Now comes United States of America, Petitioner, by Thomas J. Kenney, United States Attorney for the District of Maryland and Arthur G. Murphy, Assistant United States Attorney, and petitions the Court to extend the time for filing the record in the Court of Appeals for an additional sixty days and gives as reasonable grounds therefor as follows:

1. That a request for authority to prosecute this Appeal has been sent to the Department of Justice in Washington, D.C.
2. That the Department of Justice authorized filing a protective Order of Appeal pending review by the office of the Solicitor General.
3. That the Solicitor General has advised your Petitioner that due to the extreme overload of present litigation the Solicitor General has not yet had an opportunity to thoroughly review this matter regarding authority to prosecute this Appeal.

WHEREFORE your Petitioner prays this Honorable Court to pass this Order granting leave to the Petitioner an additional sixty days in which to file the record in this matter with the Court of Appeals of Maryland.

THOMAS J. KENNEY

Thomas J. Kenney
United States Attorney

ARTHUR G. MURPHY

Arthur G. Murphy
Assistant United States Attorney

Filed June 25, 1964

ORDER OF COURT
Filed June 25, 1964

ORDER OF COURT

Upon the foregoing Petition, it is this 25th day of June, 1964, ORDERED that the Petitioner be and he is hereby granted an additional sixty days from the date of this Order in which to file the record in these proceedings with the Court of Appeals of Maryland.

THOS J KEATING JR.

Judge

Filed June 25, 1964

I HEREBY CERTIFY on this 24th day of June, 1964, a copy of the foregoing Petition was sent to John Palmer Smith, Lawyers Row, Centreville, Maryland.

ARTHUR G. MURPHY

Arthur G. Murphy
Assistant United States Attorney

ORDER OF DISMISSAL
Filed Sept 3, 1964

RCD:CMB
59238

JOHN PALMER SMITH : IN THE CIRCUIT COURT FOR
Assignee :
vs. : QUEEN ANNE'S COUNTY
: IN EQUITY
DAVID L. JONES, et al :
Mortgagors : Chancery No. 4500

.....

ORDER OF DISMISSAL

MR. CLERK:

Please enter the Appeal to the Court of Appeals in this matter
DISMISSED WITH PREJUDICE.

THOMAS J. KENNEY

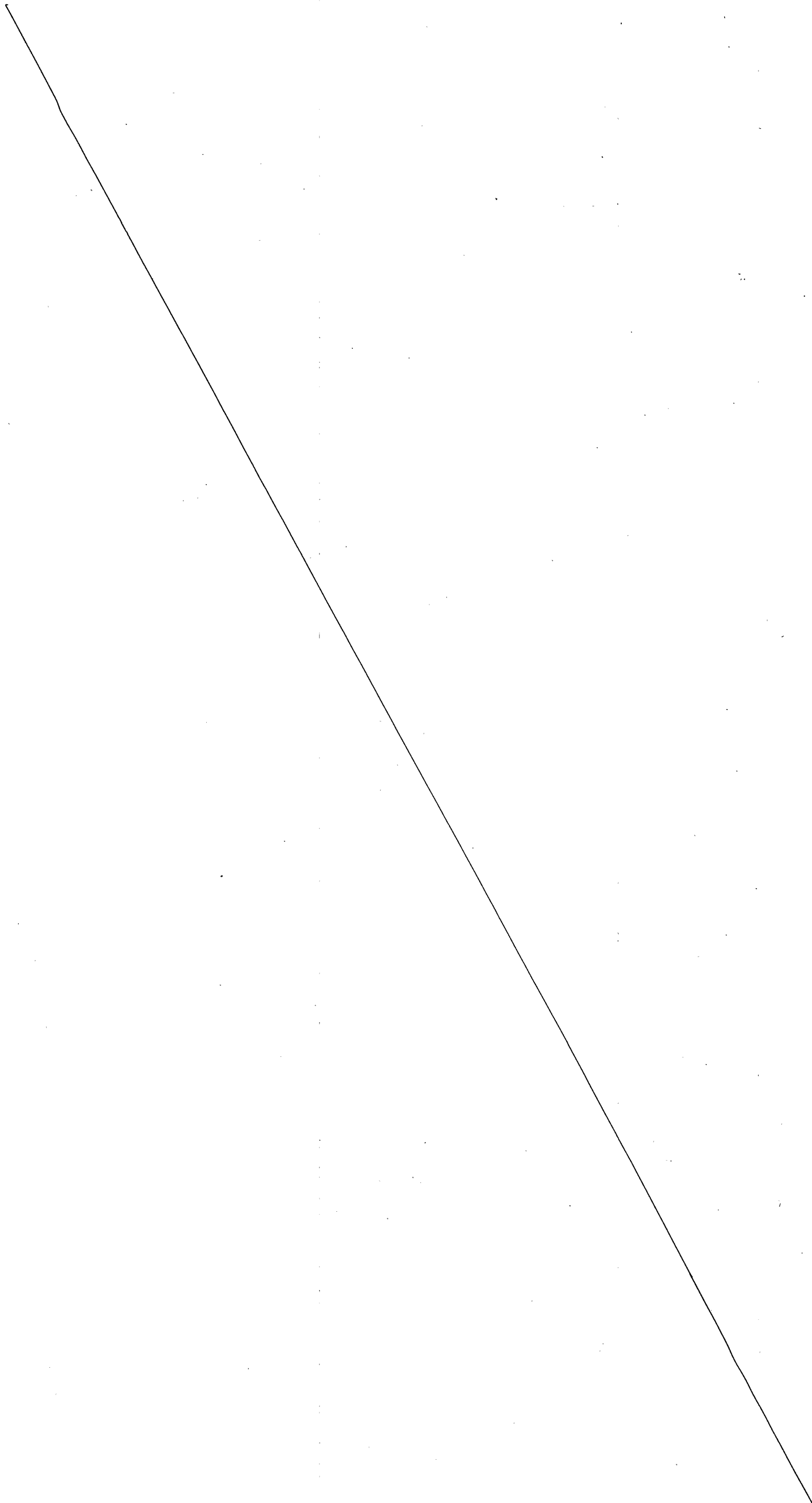
Thomas J. Kenney
United States Attorney

ROGER C. DUNCAN
Roger C. Duncan
Assistant United States Attorney

I hereby certify on this 2nd day of September, 1964, a copy of the foregoing Order of Dismissal was sent to John Palmer Smith, Lawyers Row, Centreville, Maryland.

ROGER C. DUNCAN
Roger C. Duncan
Assistant United States Attorney

Filed Sept. 3, 1964



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

ROY E. ALBERT
Centreville, Maryland,
Ancillary Administrator
C.T.A. of the Estate of Cora Albert,
also known as Cora Ethel Albert, also
known as Cora Gibbs, late of New-
castle County, State of Delaware, de-
ceased, Mortgagee,
Plaintiff,

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 4520

vs.

JOSEPH ALBERT, deceased
Mortgagor, formerly
residing at Centreville,
Maryland

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit, as per the above titling, for foreclosure of the mortgage from Joseph Albert, single, to Cora Albert dated September 28, 1929, and recorded among the land records for Queen Anne's County in Liber B.H.T. No. 10, folio 282, default having occurred in the terms thereof by reason of non-payment of principal and interest secured thereby; and you will file in said suit a certified copy of the above described mortgage, the accompanying certified copy of a Petition and Order of the Orphans' Court of Queen Anne's County authorizing this foreclosure, the accompanying statement of mortgage indebtedness, and the accompanying bond.

HOWARD WOOD
(Howard Wood)
Attorney for Plaintiff
Centreville, Maryland
Phone Number: Centreville 343

Filed Feb. 1, 1963.

CERTIFIED COPY OF MORTGAGE
Filed Jan. 10, 1961

#13,956. Q U E E N A N N E ' S C O U N T Y, to wit: Be it remembered that on the 15th. day of November, in the year nineteen hundred and twenty-nine, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 28th. day of September, in the year nine-
hundred and twenty nine, by Joseph Albert, single man, of Queen Anne's County, in the
State of Maryland, WITNESSETH,

WHEREAS, the said Joseph Albert is justly and bona fide indebted un-
to Cora Albert, his daughter, in the full and just sum of Three Hundred and Fifty Five
Dollars, for cash money loaned him to pay on the purchase money on the hereinafter des-
cribed real estate, which money the said Cora Albert loaned and advanced him, upon the
express condition precedent that she should be secured for the said amount of Three Hun-
dred and Fifty Five Dollars, cash money loaned him by a first purchase money mortgage on
the hereinafter described land executed by the said Joseph Albert to her as soon as he
received a Deed for the said land, and as he is about to receive the Deed for the said
land, he is ready and willing to execute these presents; Now, therefore, in consideration
of the premises and of the sum of one dollar, the said Joseph Albert, single man, does
hereby grant and convey in fee simple, unto the said Cora Albert,

ALL THAT TRACT, PART OF A TRACT OR PARCEL OF LAND situate, lying and being in the Sixth
Election District of Queen Anne's County, in the State of Maryland, on the North-East side
of the public road leading from Roseville to Clark's Corner, being a part of these lands
known as "Marlborough", or by whatsoever name or names the same may be called or known,
and more particularly described as follows, to wit: Beginning for the same at the bridge
over "Blocktown Branch" on the public road aforesaid, and running thence with said road
South 27 degrees East, 8 perches; thence South 46 degrees East 22 perches to a stake on
the North side of said road; thence 31 degrees East, 29 perches to a stone; thence East
142 and 8/10 perches with Roe's line to a post thence North 64 and 1/4 degrees West, 106
perches; thence North 35 degrees West, 15 and 7/10 perches; thence South 34 degrees West,
16 perches; thence South 51 degrees West, 8 perches to the lands of William Cuff, thence
down the Branch aforesaid, and with the lines of William Cuff's land South 83 degrees West
11 and 5.10 perches; thence South 67 degrees West, 22 perches, and South 38 and 1/2 degrees
West, 42 perches to the place of beginning, and containing 34 acres of land, more or less;
and is the same land as that described in the Deed from Sanford E. Spry to Joseph Albert,
bearing even date with these presents and intended to be recorded among the Land Record
Books for Queen Anne's County, in Liber B.H.T. No. 10, folios , immediately preceding
these presents, to which said Deed especial reference is hereby made for an accurate des-
cription of the land intended to be herein conveyed.

IT IS UNDERSTOOD AND AGREED THAT this Mortgage shall be due and payable

within one year from the date of these presents, the interest thereon to be due and payable each six months from the date of these presents.

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 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 Joseph Albert, his heirs, executors, administrators or assigns, shall well and truly pay to the said Cora Albert, her successors, executors, administrators or assigns, the aforesaid sum of Three Hundred and Fifty Five Dollars within one year from the date of these presents, and the interest thereon each six months, as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Joseph Albert, his heirs and assigns, shall possess said property.

And the said Joseph Albert, for himself and for his 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 Cora Albert, her 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, her 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, for 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 Cora Albert, her successors, executors, administrators or assigns, or J.H.C. LEGG, her and 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 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 Joseph Albert, 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 Cora Albert, her executors, administrators, successors or assigns, or J.H.C. LEGG, her and 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 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 Joseph Albert, for himself and for for his heirs, executors, administrators and assigns, hereby covenant to pay.

AS WITNESS HIS HAND AND SEAL.

TEST: E. M. Forman.

his
Joseph x Albert (SEAL)
mark.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 28th. day of September, in the year nineteen hundred and twenty nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Joseph Albert, and did acknowledge the foregoing Mortgage to be his act; and now at the same time also personally appeared before me, the subscriber, J.H.C. Legg, Agent for Cora Albert, the within named Mortgagee, and made oath in due form of law that the consideration set out in the foregoing Mortgage is just and true and bona fide as therein stated, and he did further make oath that he is the agent of the said Cora Albert, the within named Mortgagee, and duly authorized by her to make the oath as to the consideration stated in the foregoing Mortgage.

E. M. Forman,
Justice of the Peace.

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. 10, folio 282, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed

Circuit Court
Seal.

my name and affixed the seal of the Circuit Court for Queen Anne's County, this 10th day of January in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN
Clerk

Filed Feb. 1, 1963

CERTIFIED COPY OF PETITION AND ORDER OF ORPHANS' COURT
Filed Feb. 1, 1963.

IN THE MATTER OF THE ESTATE
OF

CORA ETHEL ALBERT, also known
as CORA GIBBS, deceased

In the Orphans' Court of
Queen Anne's County
No. 3593

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Roy E. Albert, Ancillary Administrator C.T.A. of the Estate of Cora Ethel Albert, also known as Cora Gibbs, deceased, unto your Honors respectfully shows:

1. That said decedent was at the time of her death the holder of the mortgage from Joseph Albert to said decedent under the name of Cora Albert dated September 28, 1929, and recorded among the land records of Queen Anne's County, Maryland, in Liber B.H.T. No. 10, folio 282.

2. That there is now due and unpaid to the estate of the decedent under said mortgage the entire principal debt of \$355.00 and interest thereon from September 28, 1929 at six per cent (6%) per annum.

WHEREFORE your petitioner prays your Honors to pass an order authorizing, directing and empowering him to exercise the power of sale contained in said mortgage and to institute proceedings for the foreclosure of said mortgage in the Circuit Court for Queen Anne's County in equity.

Respectfully submitted,

Roy E. Albert
(Roy E. Albert)
Ancillary Administrator C.T.A.

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

I HEREBY CERTIFY that on this 3rd day of January, 1963, before the subscriber, the Register of Wills of Queen Anne's County, personally appeared Roy E. Albert, Ancillary Administrator C.T.A. of the estate of Cora Ethel Albert, also known as Cora Gibbs, deceased, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth to the best of his knowledge and belief.

E. Clyde Walls
Register of Wills

ORDER OF COURT

Upon the foregoing petition and affidavit IT IS ORDERED this 8th day of January, 1963, by the Orphans' Court of Queen Anne's County, that Roy E. Albert, Ancillary Administrator C.T.A. of the estate of Cora Ethel Albert, also known as Cora Gibbs, deceased, is hereby authorized, directed and empowered to institute proceedings in the Circuit Court for Queen Anne's County in Equity for the foreclosure of the mortgage described in the petition and to exercise the power of sale contained in said mortgage all to the end that the debt and interest secured by the mortgage may be collected for the benefit of the estate of this non-resident decedent.

Gordon L. Shawn

Benj. L. Coppage

Wm. Albert Roe
Judges of the Orphans' Court of
Queen Anne's County

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Petition and Order of Court thereon authorizing, empowering and directing Roy E. Albert, ancillary administrator c.t.a. of the estate of Cora Ethel Albert, a/k/a Cora Gibbs, deceased, to exercise the power of sale contained in within described mortgage and to institute proceedings for the foreclosure of said mortgage in the Circuit Court for Queen Anne's County, in Equity, as filed and passed in this office on January 8th, 1963 and recorded in Liber E.C.W. No. 4 Folio 226 in Record Book of PETITIONS AND ORDERS 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 31st day of January 1963.

Orphans'
Court Seal.

E. CLYDE WALLS
Register of Wills for Queen Anne's County,

Maryland

Filed Feb. 1, 1963

STATEMENT OF DEBT
Filed Feb. 1, 1963

ROY E. ALBERT, ANCILLARY
ADMINISTRATOR, etc.

vs.

JOSEPH ALBERT

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

Cause No. 4520

STATEMENT OF DEBT

Joseph Albert, Mortgagor,
To Estate of Cora Albert, also known as Cora Ethel Albert,
also known as Cora Gibbs, deceased, Dr.

DR.

1963

Feb. 1 To amount of principal mortgage debt due by said Mortgagor as of February 1, 1963	\$ 355.00
To interest on \$355.00 from September 28, 1929, to February 1, 1963	688.82
	\$ 1,043.82
To 5% collection commissions on \$1,043.82	52.19
Total amount due under the mortgage foreclosed in this cause,.....	\$1,097.01

ROY E. ALBERT
Ancillary Administrator C.T.A. of
Estate

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

I HEREBY CERTIFY, that on this 1st day of February, 1963, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Roy E. Albert, Ancillary Administrator C.T.A. as aforesaid, and made oath, in due form of law, that the foregoing is a true statement of the indebtedness due by Joseph Albert, as Mortgagor under the Mortgage mentioned and described in the said statement, to the best of his knowledge and belief.

CHARLES W. CECIL
Clerk of the Circuit Court

Filed Feb. 1, 1963

CERTIFIED COPY OF BOND
Filed Feb. 1, 1963.

Queen Anne's County, to wit: Be it remembered that on this First day of February 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, Roy E. Albert, of Queen Anne's County, State of Maryland, Ancillary Administrator C.T.A. in Queen Anne's County of the Estate of Cora Ethel Albert, also known as Cora Gibbs, late of Newcastle County, State of Delaware, deceased, 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 Two Thousand Dollars (\$2,000.00) 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 1st day of February, 1963;

WHEREAS, the above bounded Ancillary Administrator C.T.A., by virtue of the power contained in a mortgage from Joseph Albert, single, to Cora Albert (The above mentioned decedent) bearing date the 28th day of September 1929 and recorded among the land records of said Queen Anne's County in Liber B.H.T. No. 10, folio 282, 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 Roy E. Albert, Ancillary Administrator C.T.A. as aforesaid, does and shall well, 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 shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

ANITA BOYD

ROY E. ALBERT (SEAL)
(Roy E. Albert) Ancillary
Administrator C.T.A.

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

Corporate
Seal.

BY HOWARD WOOD 3rd
Its Attorney-in-Fact

ATTEST:

ANITA BOYD

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

Security approved and bond filed Feb. 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 189, 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 February in the year nineteen hundred and sixty-three.

Circuit Court Seal.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Feb. 5, 1963

ROY E. ALBERT, ANCILLARY
ADMINISTRATOR, etc.

vs.

JOSEPH ALBERT

| In the Circuit Court for
| Queen Anne's County
| In Equity
| Cause No. 4520

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of real estate made in this cause by Roy E. Albert, Ancillary Administrator C.T.A. in Queen Anne's County of the Estate of Cora Albert, also known as Cora Ethel Albert, also known as Cora Gibbs, late of New Castle County, Delaware, deceased, unto your Honors, respectfully shows:

1. That Joseph Albert by mortgage dated September 28, 1929 and recorded among the land records of Queen Anne's County, Maryland in Liber B.H.T. No. 10, folio 282, mortgaged to Cora Albert (The above named decedent) the real estate hereinafter described to secure the payment of a principal debt of THREE HUNDRED FIFTY-FIVE DOLLARS (\$355.00) and interest payable thereon at the rate of six per cent (6%) per annum which said mortgage contains the power of sale of the mortgaged property to be exercised by the mortgagee, her executors, administrators or assigns in the event of default of the mortgagor in his covenants contained in said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal debt and the interest secured thereby said Ancillary Administrator of said deceased mortgagee filed in this Honorable Court his order to docket suit to foreclose said mortgage accompanied by a certified copy of an Order of the Orphans' Court of Queen Anne's County, authorizing this foreclosure, a certified copy of said mortgage, his sworn statement of the mortgage indebtedness, and his bond given to the State of Maryland executed by himself and the Hartford Accident and Indemnity Co. (a corporation having the authority to become sole surety on bonds of this character) as surety in the penal sum of TWO THOUSAND DOLLARS (\$2,000.00) containing the condition required by law relative to the foreclosure of mortgages under power of sale contained therein.

3. That thereafter said Administrator gave more than twenty 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 aforesaid, a certificate of the publication thereof being filed with this report.

4. That pursuant to the advertised notice of sale said Administrator did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland on the first day of February, 1963, at 1:30 o'clock P.M. and then and there proceeded to make sale of the property so mortgaged and advertised for sale in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by counsel for said administrator; said administrator then proceeded to offer for public sale at the time and place above mentioned to the highest bidder by William J. Barcus, Jr., auctioneer, the real estate described in the mortgage and advertisement of sale; and after said auctioneer had cried this sale said administrator at said time and place in execution of the power of sale contained in said mortgage sold said real estate unto Roy E. Albert the undersigned and Katie Albert, his wife, as tenants by the entireties, they being then and there the highest bidders therefor at and for the sum of Fifteen Hundred Dollars (\$1500.00); and said purchasers have made full settlement of the purchase price.

Respectfully submitted,

ROY E. ALBERT
Ancillary Administrator C.T.A.

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

I hereby certify, that on this 5th day of February, 1963, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Roy E. Albert 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 Ancillary Administrator C.T.A. of the Estate of Cora Albert, also known as Cora Ethel Albert, also known as Cora Gibbs, late of New Castle County, Delaware, deceased, as therein reported was fairly made.

Filed Feb. 5, 1963

CHARLES W. CECIL
Clerk of the Circuit Court

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
OF SALE
Filed Feb. 5, 1963.

FORECLOSURE SALE

Default having occurred in the terms of the mortgage from Joseph Albert to Cora Albert dated September 28, 1929 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber B.H.T. No. 10, folio 282, the undersigned, Roy E. Albert, Ancillary Administrator C.T.A. of the Estate of Cora Albert, also known as Cora Ethel Albert, also known as Cora Gibbs, late of Newcastle County, Delaware, deceased, by virtue of the power of sale contained in said mortgage and pursuant to an order of the Orphans' Court of Queen Anne's County, passed on January 8, 1963, in the matter of said Estate, will offer at public sale in front of the Court House door in Centreville, Maryland, on Friday, February 1, 1963, commencing at 1:30 o'clock p.m. all of the following described real estate to wit:

ALL that tract of land lying in the Sixth Election District of Queen Anne's County, Maryland, on the northeast side of the public road leading from Roseville to Clark's Corner containing 34 acres of land, more or less, which is fully described by metes and bounds, courses and distances in said mortgage.

Improvements consist of a fram house and minor outbuildings.

Terms of sale: one-half purchase price required on day of sale, balance to bear interest from day of sale, be secured to satisfaction of undersigned and be payable on ratification of sale by the Court; or entire purchase price may be paid on day of sale. Possession will be given and adjustments of taxes and insurance premiums made upon ratification of sale and payment of price. Title papers, all deed stamps, at purchaser's expense.

ROY E. ALBERT,
Ancillary Administrator C.T.A.
4t-1-31

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 4, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Foreclosure Sale in the case/estate of Joseph Albert to Cora Albert 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 1 day of February, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10 day of January 1963, and the last insertion on the 31 day of January, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By RUTH ALLEN.

Filed Feb. 5, 1963

ORDER NISI ON SALE
Filed Feb. 5, 1963

ORDER NISI ON SALE

Roy E. Albert, Ancillary Administrator
C.T.A. of the Estate of Cora Albert etc.,
vs.
Joseph Albert, deceased, mortgagor

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

Cause No. 4520

ORDERED, this 5th. day of February, 1963, that the sale of the real property, made and reported in this cause by Roy E. Albert, Ancillary Administrator C.T.A., be ratified and confirmed, on or after the 8th. 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 1st. day of March, 1963.

The report states the amount of sales to be \$1500.00.

CHARLES W. CECIL Clerk

Filed Feb. 5, 1963

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed March 7, 1963

ORDER NISI ON SALE

ROY E. ALBERT
Ancillary Administrator C.T.A.
of the estate of Cora Albert etc.
vs.
Joseph Albert, deceased, mortgagor

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

Cause No. 4520

ORDERED, this 5th day of February, 1963, that the sale of the real property, made and reported in this cause by Roy E. Albert, Ancillary Administrator C.T.A., be ratified and confirmed, on or after the 8th 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 1st day of March, 1963.

The report states the amount of sales to be \$1500.00.

Filed: Feb. 5, 1963

CHARLES W. CECIL, Clerk

True Copy

Test:

CHARLES W. CECIL, Clerk

3t-2-21

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 5, 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 Roy E. Albert Ancillary Administrator C.T.A. of the estate of Cora Albert etc., vs Joseph Albert, deceased, mortgagor Cause No. 4520 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, nQueen Anne's County, Maryland, once a week for 3 successive weeks before the 1st day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of February 1963, and the last insertion on the 21st day of February, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By E. A. DADDS

Filed Mar. 7, 1963

FINAL ORDER OF RATIFICATION OF SALE
Filed March 8, 1963.

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 8th day of March, 1963, 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 Roy E. Albert, Ancillary Administrator C.T.A., and reported by him in this cause, be and the same is hereby finally ratified and confirmed, no casue 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 said Ancillary Administrator C.T.A. is allowed the usual commissions and all expenses, not personal, upon producing vouchers therefor before the Auditor.

THOS. J. KEATING, Jr.
Judge

Filed March 8, 1963

AMENDED STATEMENT OF DEBT
Filed March 29, 1963

ROY E. ALBERT, ANCILLARY ADMINISTRATOR, etc.	:	In the Circuit Court for Queen Anne's County in Equity
vs.	:	Cause No. <u>4520</u>
JOSEPH ALBERT	:	

AMENDED STATEMENT OF DEBT

Joseph Albert, Mortgagor,
To Estate of Cora Albert, also known as Cora Ethel Albert, also known as Cora Gibbs, deceased, Dr. DR.

1963		
Feb. 1	To amount of principal mortgage debt due by said Mortgagor as of February 1, 1963	\$ 355.00
	To interest on \$355.00 from September 28, 1929, to February 1, 1963	688.82
	To State and County taxes on mortgaged real estate advanced by Mortgagee, and her Estate as follows:	
	1962	\$21.16
	1961	21.16
	1960	21.04
	1959	20.03
	1958	19.63
	1957	19.63
	1956	19.29
	1955	19.50
	1954	16.81
	1953	17.34
	1952	16.04
	1951	13.52
	1950	12.78
	1949	14.13
	1948	12.65
	1947	11.17
	1946	9.15
	1945	10.86
	1944	10.36
	1943	10.42
	1942	10.55
	1941	11.30
	1940	11.30
	Total amount due under the mortgage	349.82
	foreclosed in this cause.....	\$ 1,393.64

HOWARD WOOD
Atty for Ancillary Administrator C.T.A. of Estate

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

I HEREBY CERTIFY, that on this 29th day of March, 1963, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Attorney for Roy E. Albert, Ancillary Administrator C.T.A. as aforesaid, and made oath, in due form of law, that the foregoing is a true statement of the indebtedness due by Joseph Albert, as Mortgagor under the Mortgage mentioned and described in the said statement, to the best of his knowledge and belief, and that this information is supplied by Roy E. Albert.

CHARLES W. CECIL

Clerk of the Circuit Court

Filed March 29, 1963

AUDIT
Filed April 1, 1963

Roy E. Albert, Ancillary
Administrator, etc.

vs.

Joseph Albert, deceased

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

No. 4520

A U D I T

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 Roy E. Albert, Ancillary Administrator, etc., (and vendor) 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 in this proceeding and the amount due under the terms of the mortgage. The mortgage deficiency appears to be in the sum of \$208.42.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses of sale, to wit: the court costs, the bond premium, auctioneer's charges, costs of publishing the notice of sale, the order nisi of sale and the audit nisi to be passed as to this account, the fee of your auditor for stating this audit, the commissions of the said vendor for making said sale and the balance was directed to be paid to the Mortgagee as a partial payment on said mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

March 30, 1963

Filed April 1, 1963

NISI RATIFICATION OF AUDIT
Filed April 1, 1963

NISI RATIFICATION OF AUDIT

Roy E. Albert, Ancillary Administrator C.T.A. of estate of Cora Albert, also known as Cora Ethel Albert, also known as Cora Gibbs, deceased,

vs.

Joseph Albert, deceased, mortgagor

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

Cause No. 4520

ORDERED, this 1st. 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 1, 1963

CERTIFICATE OF AUDITOR
Filed April 2, 1963

Roy E. Albert, Ancillary
Administrator, etc.

vs.

Joseph Albert, deceased

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

No. 4520

CERTIFICATE OF AUDITOR

This is to certify that the undersigned auditor did fully comply

with Rule 595 g, Maryland Rules of Procedure, by mailing a postal card by U, S. Mail, Prepaid, notifying Roy E. Albert, Ancillary Administrator, etc., that the audit in the above entitled cause was filed with the Clerk on March 29, 1963, and that unless exceptions to the same were filed before April 19, 1963, the same would be ratified by the Court, he being the only party to this cause.

J. THOMAS CLARK
Auditor

Filed April 2, 1963

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed May 23, 1963

NISI RATIFICATION OF AUDIT

Roy E. Albert, Ancillary Administrator
C.T.A. of estate of Cora Albert, also
known as Cora Ethel Albert, also
known as Cora Gibbs, deceased,

vs.

Joseph Albert, deceased, mortgagor

In The Circuit Court
for Queen Anne's County
In Equity
Cause No. 4520

ORDERED, this 1st 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 1, 1963

True Copy

Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 23, 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 Roy E. Albert vs. Joseph Albert 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 May 23, 1963

FINAL RATIFICATION OF AUDIT
Filed May 24, 1963

ROY E. ALBERT, ANCILLARY
ADMINISTRATOR, etc.

vs.

JOSEPH ALBERT, DECEASED

In the Circuit Court for
Queen Anne's County

In Equity

No. 4520

FINAL RATIFICATION OF AUDIT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 24 day of May, 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 Ancillary Administrator C. T. A. and Vendor 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.

THOS. J. KEATING, Jr.
Judge

Filed May 24, 1963

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

EDWARD TURNER and B. HACKETT TURNER,
(As TURNER & TURNER)
Attorneys named in Mortgage
109 Lawyers Row
Centreville, Maryland

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

Cause No. 4571

vs.

WILLIAM CHARLES BOWEN AND
DOLORES JANE BOWEN, his wife, Mortgagors
Grasonville, Maryland

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the real estate mortgage from William Charles Bowen and Dolores Jane Bowen, his wife, to Herman S. Thompson, dated March 26, 1960 and recorded among the land records of Queen Anne's County in Liber T. S. P. No. 54, folio 131, default having occurred in the terms thereof by reason of non-payment of the principal indebtedness and interest thereon which is evidenced by the promissory note also dated March 26, 1960, mentioned in and secured by said real estate mortgage; and you will file in said suit the above described real estate mortgage as well as the accompanying military affidavit, and the accompanying corporate surety bond.

TURNER & TURNER

EDWARD TURNER

B. HACKETT TURNER

Attorneys named in Mortgage
109 Lawyers Roe
Centreville, Maryland
Telephone: Centreville 395

Filed Aug. 6, 1963.

MILITARY AFFIDAVIT
Filed Aug. 6, 1963

STATE OF MARYLAND

TO WIT:

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 31 day of July, 1963, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edward Turner and B. Hackett Turner, Attorneys named in the mortgage, and made oath in due form of law that William Charles Bowen and Dolores Jane Bowen the mortgagors named in the mortgage 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.

CHARLES W. CEDIL
Clerk

Filed Aug. 6, 1963

CERTIFIED COPY OF MORTGAGE
Filed Aug. 6, 1963

#44,065

LIBER 54 PAGE 131

RECEIVED FOR RECORD Mar. 28, 1960

THIS MORTGAGE, made this 26th day of March 1960, by WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said William Charles Bowen and Dolores Jane Bowen, his wife, are justly indebted unto HERMAN S. THOMPSON of Queen Anne's County, State of Maryland, in the full and just sum of SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$7,875.00), for money this day loaned and advanced unto then and for which said sum they have drawn and passed unto said Herman S. Thompson their promissory note bearing even date herewith and payable in monthly installments of SEVENTY FIVE DOLLARS (\$75.00) each, with interest at the rate of SIX PER CENTUM (6%) per annum payable on the unpaid balance at the date of each installment, the first of said installments to be payable on the 26th day of April, 1960;

AND WHEREAS, it was a condition precedent to make the aforesaid

loan, as represented by said 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, THEREFOR, THIS 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 William Charles Bowen and Dolores Jane Bowen, his wife, do hereby grant and convey unto the said Herman S. Thompson, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL of that lot, tract, parcel or part of a tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, improved by a frame dwelling house and other outbuildings, and being called or known as "The Walter M. Gardner Property", and being on the left side of the public road branching from the Queenstown-Kent Island stone road at the point called "Collier's Corner", and running to Perry's Corner, bounded on the North by the land of, or formerly of, Atwood Bryan and that of, or formerly of, the widow of Thomas G. Parks; on the East by the land formerly of James E. Mansfield, and now of, or formerly of, John Seaward; on the South by the land of, or formerly of, Charles Heath and on the West by the said road, as containing thirteen acres of land, more or less; EXCEPTING THEREFROM HOWEVER, that lot or parcel of land, 75 feet by 175 feet, which was a part of the hereinabove described land, which was granted and conveyed unto Herman A. Thompson and Betty Benton Thompson, his wife, as tenants by the entireties by Henry A. Rada and Mary Virginia Rada, his wife, by deed of conveyance bearing date the 15th day of June, 1948, and recorded in Liber N. B. W. No. 1, folio 57, etc., a land record book for Queen Anne's County, State of Maryland;

BEING the same land and premises which was granted and conveyed unto the said William Charles Bowen and Dolores Jane Bowen, his wife, by George C. Rada and Phyllis J. Rada, his wife, by deed of conveyance bearing date December 22, 1958, and recorded among the land record books of Queen Anne's County aforesaid in Liber T. S. P. No. 45, folio 52.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows (1) To repay the indebtedness, together with interest, secured by this mortgage, when due (s) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six 6% per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness 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 (5) 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, issues and profits of said premises and account thereof as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due or in any covenant of this Mortgage or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Turner & Turner, his hereby duly constituted attorney for the purpose are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceed-

ings, then such other counsel fees and expenses shall be allowed out of the proceeds, of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

VIRGINIA S. WHITE

WILLIAM CHARLES BOWEN (SEAL)
William Charles Bowen

VIRGINIA S. WHITE

DOLORES JANE BOWEN (SEAL)
Dolores Jane Bowen

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

On this the 26th day of March, 1960, before me Virginia S. White the undersigned officer, personally appeared William Charles Bowen and Dolores Jane Bowen, his wife, known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and at the same time appeared Edward Turner, Agent for Herman S. Thompson, 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 of the within named Mortgagee to make this affidavit.)

WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public Seal.

VIRGINIA S. WHITE
Virginia S. White, Notary Public
My commission expires May 1, 1961.

One-Five Dollar Fifty Cent, One-Two Dollar
Twenty Cent and One-Fifty Five Cent Recordation
Tax Stamps. Endorsed T & T.

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. 54, folio 131, 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 30th day of July in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed Aug. 6, 1963

CERTIFIED COPY OF BOND
Filed Aug. 6, 1963.

RECEIVED FOR RECORD Aug. 6, 1963

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

KNOW ALL MEN BY THESE PRESENTS, that we, EDWARD TURNER AND B. HACKETT TURNER of Queen Anne's County, State of Maryland, as principals; 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 TEN THOUSAND DOLLARS (\$10,000.00) 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 6th day of August, 1963;

WHEREAS, the above bounden Edward Turner and B. Hackett Turner, by virtue of the power contained in a mortgage from William Charles Bowen and Dolores Jane Bowen, his wife, to Herman S. Thompson, said mortgage bearing date March 26, 1960, and recorded in Land Liber Queen Anne's County T. S. P. No. 54, folio 131, etc.; 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;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edward Turner and B. Hackett Turner, do 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

EDWARD TURNER (SEAL)
Edward Turner

B. HACKETT TURNER (SEAL)
B. Hackett Turner

UNITED STATES FIDELITY AND GUARANTY CO.

BY B. HACKETT TURNER
B. Hackett Turner, Jr.
ITS ATTORNEY-IN-FACT

Attest:

Corporate Seal.

VIRGINIA S. WHITE

Security Approved and Bond filed Aug, 6, 1963.

CHARLES W. CECIL, Clerk

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is taken from the original recorded in Liber C.W.C. No. 1, folio 1, 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 Anne's County, this 6th day of August, in the year nineteen hundred and sixty-three.

Circuit Court Seal.

CHARLES W. CECIL Clerk

STATEMENT OF MORTGAGE DEBT
Filed Aug. 23, 1963

EDWARD TURNER and B. HACKETT TURNER (as TURNER & TURNER), Attorneys named in Mortgage 109 Lawyers Row Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	for
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, Grasonville, Maryland, MORTGAGORS	:	CAUSE NO. 4571
	:	
	:	
	:	
	:	

STATEMENT OF MORTGAGE DEBT

Principal of note dated March 26, 1960, and secured by mortgage, a certified copy of which is filed in this proceeding, in the amount of \$7,875.00 from William Charles Bowen and Dolores Jane Bowen, his wife, to Herman S. Thompson, and for balance due thereunder, the sum of - * \$6,800.00

Interest due thereon from October 26, 1960 through August 26, 1963	985.61
AND interest due from August 26, 1963 to October 26, 1963	68.00
	<u>\$7,853.61</u>
10% Commissions on \$7,853.61, per terms of note	785.36
TOTAL DEBT	<u>\$8,638.97</u>

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

I HEREBY CERTIFY that on this 23d day of August, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD TURNER, one of the attorneys named in mortgage, and made oath in due form of law that the aforesaid STATEMENT OF MORTGAGE DEBT due by William Charles Bowen and Dolores Jane Bowen, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor, except the aforesaid mortgage.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

My commission expires May 3, 1965.

Filed Aug. 23, 1963

REPORT OF SALE
Filed Aug. 30, 1964.

EDWARD TURNER and B. HACKETT TURNER (as TURNER & TURNER), Attorneys named in Mortgage 109 Lawyers Row Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, Grasonville, Maryland, MORTGAGORS.	:	CAUSE NO. 4571
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Edward Turner and B. Hackett Turner, Attorneys named in the mortgage to Herman S. Thompson by William Charles Bowen and Dolores Jane Bowen, his wife, bearing date March 26, 1960, and recorded among the land records of Queen Anne's County, Maryland, in Liber T. S. P. No. 54, folio 131, etc., respectfully shows:

That suit was instituted for the foreclosure of said mortgage on August 6, 1963;

That default was made by the mortgagors by reason of the non-payment of the note and interest secured by said mortgage and covenants to be paid by the terms of said mortgage at the times therein provided for the payment thereof;

That after giving bond, with security for the faithful discharge of their duties, which bond was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty (20) days prior to the date of sale, said Attorneys did attend, in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on Friday, August 30, 1963, at 2:00 P. M. D. S. T., and after having the Auctioneer cry the sale for a considerable time, after having read the advertisement of sale, and sell the lot, parcel and tract of land improved by the dwelling house, being known as, or formerly known as, "The Walter M. Gardner Property", in the Fifth Election District of Queen Anne's County, Maryland, and described in the above mentioned advertisement of sale to Herman S. Thompson and Mildred C. Thompson, his wife, they being there and then the highest bidder therefor, at and for the sum of ONE THOUSAND DOLLARS (\$1,000.00). The Purchasers have complied with the terms of sale and have paid to your Attorneys the sum of FIVE HUNDRED DOLLARS (\$500.00), being one-half (1/2) of the purchase price, as provided by the terms of sale. Purchasers' affidavit, required by the Maryland Rules, is attached hereto; also certificate of the Auctioneer, together with certificate of advertisement of sale.

The report states the amount of sale to be ONE THOUSAND DOLLARS (\$1,000.00).

Respectfully submitted,

EDWARD TURNER
Edward Turner

B. HACKETT TURNER
B. Hackett Turner

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

I HEREBY CERTIFY, that on this 30th day of August, 1963, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER and B. HACKETT TURNER, Attorneys named in the mortgage, 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 their knowledge and belief and that the sale was fairly made;

and further made oath that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on August 6, 1963, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

CHARLES W. CECIL
CLERK

Filed: Aug. 30, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Aug. 23, 1963

LEGAL NOTICES

ATTORNEY'S SALE
OF
VALUABLE REAL ESTATE

Under and by virtue of the power of sale contained in a mortgage from Charles William Bowen and Dolores Jane Bowen, his wife, to Herman S. Thompson, dated March 26, 1960 and recorded in land liber Queen Anne's County T.S.P. No. 54 folio 131, etc., and default having occurred by non-payment of the note and interest secured by said mortgage, the undersigned attorneys named in the mortgage, will offer at Public Auction to the highest bidder on Friday AUGUST 30TH, 1963 At the hour of 2 o'clock P.M. Daylight Saving Time in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, the following described real estate and premises, to wit:

ALL of that lot, tract, parcel or part of a tract of land situate, lying and being in the Fifth Election Distract of Queen Anne's County, State of Maryland, improvee by a frame dwelling house and other outbuildings, and being called or known as "The Walter M. Gardner Property", and being on the left side of the public road branching from the Queenstown-Kent Island stone road at the point called "Collier's Corner", and running to Perry's Corner, bounded on the North by the land of, or formerly of, Atwood Bryan and that of, or formerly of, the widow of Thomas G. Parks; on the East by the land formerly of James E. Mansfield, and now of, or formerly of, John Seward; on the South by the land of, or formerly of, Charles Heath and on the West by the said road, as containing thirteen acres of land, more or less; EXCEPTING THEREFROM HOWEVER, that lot or parcel of land, 75 feet by 175 feet, which was a part of the hereinabove described land, which was granted and conveyed unto Herman A. Thompson and Betty Benton Thompson, his wife, as tenants by the entireties by Henry A. Rada and Mary Virginia Rada, his wife, by deed of conveyance bearing date the 15th day of June, 1948, and recorded in Liber N.B.W. No. 1, folio 57, etc., a land record book for Queen Anne's County, State of Maryland;

BEING the same land and premises which was granted and conveyed unto the saie William Charles Bowen and Dolores Jane Bowen, his wife, by George C. Rada and Phyllis J. Rada, his wife, by deed of conveyance bearing date December 22, 1958, and recorded among the land record books of Queen Anne's County aforesaid in Liber T.S.P. No. 45, folio 52.

TOGETHER with all buildings and improvements and all and every the rights, roads, alleys ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining IMPROVEMENTS: Consist of a six room frame bungalow, with aluminum siding; house in good condition, with fireplace in living room.

THIS property is located in the heart of the fishing, swimming and hunting area of Queen Anne's County.

TERMS OF SALE: One half of purchase money required on day of sale, balance to bear interest from day of sale, be secured to satisfaction of undersigned and be payable on ratification of sale by the Court; or entire purchase price may be paid on day of sale. Possession will be given and adjustment of taxes and insurance premiums made upon ratification of sale and payment of purchase price. Title papers, deed and Federal and State stamps at purchasers expense.

Edward Turner
B. Hackett Turner
Attorneys named in mortgage.
Ross Rhodes, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 30, 1963.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Attorney's Sale in the case of Charles William Bowen and Dolores Jane Bowen, his wife, to Herman S. Thompson 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 30 day of August, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8 day of August 1963, and the last insertion on the 29 day of August, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Aug. 23, 1963

CERTIFICATE OF AUCTIONEER
Filed Aug. 23, 1963

Centreville, Maryland
August 30, 1963

I HEREBY CERTIFY that I did sell at public auction: All that tract or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, formerly called the "Walter M. Gardner Property", on the left side of the public road branching from the Queenstown-Kent Island stone road, and containing THIRTEEN (13) Acres, more or less; in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Friday, August 30, 1963, beginning at the hour of 2:00 o'clock P. M. D. S. T., unto Herman S. Thompson and Mildred C. Thompson, his wife, at and for the sum of ONETHOUSAND (\$1,000.00).

ROSS RHODES
Auctioneer

Filed Aug. 23, 1963

CERTIFICATE OF PURCHASER
Filed Aug. 23, 1964

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

I HEREBY CERTIFY, that on this 30th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared HERMAN S. THOMPSON, one of the purchasers at the foreclosure sale in this cause, and made oath in due form of law that Herman S. Thompson and Mildred C. Thompson, his wife, the purchasers, purchased the same as principals and not as agents for anyone, of the lot, parcel and tract of land, improved by a dwelling house in the Fifth Election District of Queen Anne's County and more particularly described in the advertisement of said property filed in this cause, at and for the purchase price of ONE THOUSAND DOLLARS (\$1,000.00).

WITNESS my hand and notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 3, 1965.

Filed Aug. 23, 1964

ORDER NISI ON SALE
Filed August 30, 1963

Edward Turner and B. Hackett Turner
(as Turner & Turner), Attorneys named in
Mortgage

vs.

William Charles Bowen and Dolores Jane
Bowen, his wife,
Grasonville, Maryland
Mortgagors

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

Cause No. 4571

ORDERED, this 30th. day of August, 1963, that the sale of the real property, made and reported in this cause by Edward Turner and B. Hackett Turner, Attorneys named in Mortgage, be ratified and confirmed, on or after the 30th. 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 three successive weeks before the 23rd. day of September, 1963.

The report states the amount of sales to be \$1,000.00.

CHARLES W. CECIL Clerk

Filed August 30, 1963

AFFIDAVIT OF PURCHASER
Filed Oct. 10, 1963

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

I HEREBY CERTIFY, that on this 10th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared HERMAN S. THOMPSON, one of the purchasers at the foreclosure sale in this cause, and made oath in due form of law that Herman S. Thompson and Mildred C. Thompson, his wife, the purchasers, purchased the same as principals and not as agents for anyone, of the lot, parcel and tract of land, improved by a dwelling house in the Fifth Election District of Queen Anne's County, and that they did not directly or indirectly discourage anyone from bidding for the said property, more particularly described in the advertisement of said property filed in this cause, at and for the purchase price of ONE THOUSAND DOLLARS (\$1,000.00),

WITNESS my hand and notarial seal.

Notary Public Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 3, 1965.

Filed Oct. 10, 1963.

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Oct. 10, 1963

ORDER NISI ON SALE

Edward Turner and B. Hackett
Turner (Turner & Turner), Attor-
neys named in Mortgage

vs.

William Charles Bowen and Do-
lores Jane Bowen, his wife,
Grasonville, Maryland
Mortgagors

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

Cause No. 4571

ORDERED, this 30th day of August, 1963, that the sale of the real property, made and reported in this cause by Edward Turner and B. Hackett Turner, Attorneys named in Mortgage, be ratified and confirmed, on or after the 30th 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 three successive weeks before the 23rd day of September, 1963.

The report states the amount of sales to be \$1,000.00.

CHARLES W. CECIL, Clerk

Filed: August 30, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 9, 1963.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Edward Turner and B. Hackett Turner (Turner & Turner), Attorneys named in Mortgage vs. William Charles Bowen and Dolores Jane Bowen, his wife, Grasonville, Maryland Mortgagors Cause #4571 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 23 day of September, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of September 1963, and the last insertion on the 19 day of September, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Oct. 10, 1963

FINAL ORDER OF RATIFICATION
Filed Oct. 10, 1963

EDWARD TURNER and B. HACKETT TURNER (as TURNER & TURNER), Attorneys named in Mortgage 109 Lawyers Row Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, Grasonville, Maryland, MORTGAGORS.	:	CAUSE NO. 4571
	:	
	:	

FINAL ORDER OF RATIFICATION

ORDERED, this 10th day of October 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 Edward Turner and B. Hackett Turner, Attorneys named in mortgage, 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 preceding Order Nisi, and the aforesaid Attorneys are allowed the usual commission and such proper expenses, not personal, as they shall produce vouchers for to the Auditor.

THOS. J. KEATING, Jr.
JUDGE

Filed: Oct. 10, 1963

REPORT AND ACCOUNT OF AUDITOR
Filed Oct. 11, 1964

EDWARD TURNER and B. HACKETT TURNER (as TURNER & TURNER), Attorneys named in Mortgage 109 Lawyers Row Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, Grasonville, Maryland MORTGAGORS	:	CAUSE NO. 4571

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 Edward Turner and B. Hackett Turner (as Turner & Turner), Attorneys named in Mortgage, (and vendor), of the mortgage foreclosed in this 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 \$8,050.47.

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, acutioneer's charges, the costs of advertising the notice of sale, and the order nisi of sale, 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, as therein set forth..

Respectfully submitted,

J. THOMAS CLARK
Auditor

Filed Oct. 11, 1963

Cause No. 4571

The proceeds of the sale of real estate reported in this cause, in account with Edward Turner and B. Hackett Turner (as Turner & Turner), Attorneys named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1963
Aug 30 By proceeds of the sale of land, per report of vendor, to wit-----\$1,000.00

Dr.

To Edward Turner and B. Hackett
Turner (as Turner & Turner),
Attorneys named in Mortgage,
(and vendor), per terms of
mortgage, as follows, to wit:
1-Their fee for their services-----\$50.00
2-Their commissions for making
sale per terms of mortgage and
Order of Court, the sum of-----100.00 \$150.00

To do., for an amount due or paid
Charles W. Cecil, Clerk, for
court costs, as follows, to wit:
1-Costs of Charles W. Cecil,
Clerk, paid, per statement, to wit:-----\$15.00
2-Costs of Charles W. Cecil,
Clerk, due, per statement, to wit:-----13.00
3-Appearance fee of Turner & Turner,
Attorneys, per Clerk's statement,
to wit:-----10.00 38.00

To do., for an amount paid Turner &
Turner, Agents, for the premium on
the corporate surety bond filed in
this cause, per receipt for the same
exhibited, to wit: 40.00

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-----\$81.25
2-Costs for publishing order nisi
of sale-----14.00 95.25

To do., for an amount due Charles W.
Cecil, Clerk, for costs of a
certified copy of the mortgage
foreclosed in these proceedings,
per statement of Clerk exhibited,
to wit: 2.25

J. THOMAS CLARK
Auditor

October 11, 1963

To do., for an amount due Ross Rhodes,
Auctioneer, for crying said sale,
per statement for same exhibited,
to wit: 50.00

To J. Thomas Clark, Auditor, for
stating this audit, the sum of 36.00

To Herman S. Thompson, Mortgagee,
as a partial payment on the
indebtedness due under terms
of the mortgage foreclosed
herein in the sum of \$8,638.97,
which includes a total mortgage
indebtedness in the sum of \$7,853.61,
and attorneys commissions in the
sum of \$785.36, as per statement of
mortgage indebtedness filed in this
cause, the balance, as follows, to wit:
1-As a partial payment on mortgage
indebtedness, the sum of-----\$535.00
2-To Turner & Turner, Attorneys, a
ten per cent commission for
collection, per terms of mortgage
note, the sum of-----53.50 588.50

\$1,000.00 \$1,000.00

October 11, 1963

J. THOMAS CLARK
Auditor

Filed Oct. 11, 1963

EDWARD TURNER and B. HACKETT TURNER
(as TURNER & TURNER), Attorneys
names in Mortgage
109 Lawyers Row
Centreville, Maryland

vs.

WILLIAM CHARLES BOWEN and
DOLORES JANE BOWEN, his wife,
GRASONVILLE, MARYLAND
MORTGAGORS

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE NO. 4571

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 11, 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 Charles Bowen
Grasonville, Maryland

Dolores Jane Bowen
Grasonville, Maryland

Turner & Turner
109 Lawyers Row
Centreville, Maryland

Herman S. Thompson
Grasonville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 11, 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 Oct. 11, 1963.

NISI RATIFICATION OF AUDIT
Filed Oct. 11, 1963

NISI RATIFICATION OF AUDIT

Edward Turner and B. Hackett
Turner (as Turner and Turner)
Attorneys named in Mortgage

vs.

William Charles Bowen and
Dolores Jane Bowen, his wife,
Mortgagors

In the Circuit Court
for Queen Anne's County
in Equity
Cause No. 4571

ORDERED, this 11th. day of October, 1963, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th. day of October, 1963, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Oct. 11, 1963

FINAL RATIFICATION OF AUDIT
Filed Oct. 29, 1963

Edward Turner and B. Hackett Turner
(as Turner and Turner)
Attorneys named in Mortgage

vs.

William Charles Bowen and
Delores Jane Bowen, his wife,
Mortgagors

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 4571

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th. day of October, 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 Edward Turner and B. Hackett Turner (as Turner & Turner) Attorneys named in mortgage are 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, Maryland

Filed Oct. 29, 1963

PETITION FOR A DECREE IN PERSONAM
AND ATTORNEY'S EXHIBIT NO. 1.
Filed Dec. 20, 1963.

EDWARD TURNER and	:	IN THE CIRCUIT COURT
B. HACKETT TURNER, Attorneys	:	
named in Mortgage,	:	FOR
109 Lawyers Row	:	
Centreville, Maryland,	:	QUEEN ANNE'S COUNTY
COMPLAINANTS	:	
	:	IN EQUITY
vs.	:	
	:	CHANCERY NO. 4571
WILLIAM CHARLES BOWEN and	:	
DOLORES JANE BOWEN, his wife,	:	
Grasonville, Maryland,	:	
DEFENDANTS.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Motion of Edward Turner and B. Hackett Turner, Attorneys named in mortgage in said cause, respectfully shows:

1. That according to the Auditor's Account filed in these proceedings, there is due unto your Petitioners by the Defendants herein, the sum of EIGHT thousand fifty dollars and forty seven cents (\$8,050.47), with interest thereon from October 26, 1963, as will more fully appear by reference to the Mortgagee's statement of mortgage claim filed herein, and the said Auditor's account, which has been duly ratified and confirmed.

2. That your Petitioners are entitled to a Decree in Personam for the said sum of EIGHT THOUSAND FIFTY DOLLARS AND FORTY SEVEN CENTS (\$8,050.47) against said Defendants.

Process may be served on said Defendants, as follows:

William Charles Bowen and Dolores Jane Bowen, Queen Anne, Maryland (on farm owned by Frank M. Barney)

3. That your Petitioners file herewith their affidavit concerning the Military status of the Defendants herein, which affidavit is marked "Attorneys' Exhibit No. 1", and is prayed to be taken as a part of this Petition.

WHEREFORE, YOUR PETITIONERS, pray and move for a Decree in Personam for the said sum of EIGHT THOUSAND FIFTY DOLLARS AND FORTY SEVEN CENTS (\$8,050.47) against the aforementioned Defendants upon due notice being given by summons, or otherwise, as the Court may direct to the said Defendants.

AND, AS IN DUTY BOUND, ETC.

EDWARD TURNER
Edward Turner

B. HACKETT TURNER
B. Hackett Turner
Attorneys named in Mortgage

Filed Dec. 20, 1963

EDWARD TURNER and	:	IN THE CIRCUIT COURT
B. HACKETT TURNER, Attorneys	:	
named in Mortgage,	:	FOR
109 Lawyers Row	:	
Centreville, Maryland,	:	QUEEN ANNE'S COUNTY
COMPLAINANTS	:	
	:	IN EQUITY
vs.	:	
	:	CHANCERY NO. 4571
WILLIAM CHARLES BOWEN and	:	

DOLORES JANE BOWEN, his wife, :
Grasonville, Maryland, :
DEFENDANTS. :

MILITARY AFFIDAVIT

(ATTORNEYS' EXHIBIT NO. 1)

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

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared EDWARD TURNER and B. HACKETT TURNER, Attorneys named in the Mortgage, and made oath in due form of law that they know WILLIAM CHARLES BOWEN and DOLORES JANE BOWEN, his wife, the persons against whom a Motion for a Decree in Personam is filed herewith, and that, to the best of his information, knowledge and belief -

1. Said persons are not in the Military Service of the United States.
2. Said persons are not in the Military Service of any nation allied with the United States.
3. Said persons have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
4. Said persons are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.
5. Said persons have not been engaged in any such Military Service within three (3) months prior to the date of this affidavit.

WITNESS my hand and Notarial Seal, this 20th day of December, 1963.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

My commission expires May 3, 1965.

Notary
Public
Seal.

Filed Dec. 20, 1963

ORDER OF COURT GRANTING ABOVE PETITION.
Filed December 23, 1963

ORDER

The foregoing Petition having been read and considered, it is thereupon ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of December, 1963, that the Clerk of this Court be, and is hereby directed to issue the Writ of Subpoena directed to the Defendants named in the foregoing Petition, commanding them to be and appear in this Court on the 6th day of January, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen (15) days from the return day of said Writ, why a Decree should not be entered as prayed.

THOS. J. KEATING, Jr.
JUDGE

Filed: Dec. 23, 1963

SUMMONS AND RETURN
Filed Jan. 6, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

January Return Day
File No. 4571 Chancery
Docket # 2 Chancery Docket T.S.P.

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

TO: William Charles Bowen and
Dolores Jane Bowen, his wife
Grasonville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of January, next, to answer an action at the suit of

Edward Turner and
B. Hackett Turner, Attorneys named in Mortgage,
(As Turner & Turner)

109 Lawyers Row
Centreville, Maryland

Issued the 23rd day of December 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turner
B. Hackett Turner
Attorneys
Centreville, Md.

CHARLES W. CECIL
Clerk

Seal of Court

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 21, 1964,
THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Jan. 6, 1964

And on the back of the foregoing is the following Return, to wit: "Non Est 1-6-64
Joseph S. Quimby, Sheriff".

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighteenth day of November, in the year nineteen hundred and sixty three, 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
ROBERT NATHAN THOMPSON AND	:	
MARGUERITE S. THOMPSON, HIS WIFE	:	(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 Robert Nathan Thompson and Marguerite S. Thompson, his wife to Baltimore Federal Savings and Loan Association, dated April 1st, 1957 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34 folio 4.

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

Baltimore Federal Building
Baltimore, Maryland - 21203

Le 9-6841

Filed Nov. 18, 1963

PLAINTIFF'S EXHIBIT "A"
Filed Nov. 18, 1963

#38,920
RECEIVED FOR RECORD April 3, 1957

LIBER 34 PAGE 4

MORTGAGE

This Mortgage, made this 1st day of April, A.D. 1947, by and between ROBERT NATHAN THOMPSON and MARGUERITE S. THOMPSON, 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, evidence by a promissory note of even date herewith, in the principal sum of NINE THOUSAND SEVEN HUNDRED AND FIFTY Dollars (\$9,750.00), 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 (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-four and 20/100ths Dollars (\$54.20), commencing on the first day of June, 1957, 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 31, 1982. 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, THEREFOR, 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 Lot No. 2 as laid out and shown on Plat entitled "Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md." which Plat is dated November 5, 1952 and duly recorded among the Plat Records of Queen Anne's County; and also as shown on the revised Plat of Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md., which Plat was duly recorded among the aforesaid Plat Records on April 11, 1956.

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 immediately prior hereto was 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:

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 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 hereb.

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 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, 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 seals(s) of the Mortgagor(s) on the day and year first above written.

Witness:

ROBERT E. NAYDEN
ROBERT E. NAYDEN

ROBERT NATHAN THOMPSON (SEAL)
Robert Nathan Thompson

MARGUERITE S. THOMPSON (SEAL)
Marguerite S. Thompson

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert Nathan Thompson and Marguerite S. Thompson, 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.

ROBERT F. NAYDEN
ROBERT F. NAYDEN Notary Public.

Notary Public
Seal.

MILITARY AFFIDAVIT
Filed Nov. 18, 1963

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of November 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, Robert Nathan Thompson and Marguerite S. Thompson, 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 Nov. 18, 1963

STATEMENT OF MORTGAGE DEBT
Filed Nov. 18, 1963

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.

IN THE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY

ROBERT NATHAN THOMPSON AND
MARGUERITE S. THOMPSON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from Robert Nathan Thompson and Marguerite S. Thompson his wife to Baltimore Federal Savings and Loan Association dated the 1st day of April 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34 Folio 4.

Amount of Mortgage	\$9750.00
Less - amount paid on principal	<u>1429.35</u>
	8320.65
Plus - interest to 11/8/63	<u>226.72</u>
	8547.37
Plus - overdraft in expense account	<u>50.81</u>
	8598.18

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of November 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 Eugene K. Reilly, 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.

Filed Nov. 18, 1963

CLARA M. LINK
Clara M. Link Notary Public

BOND WITH SECURITY APPROVED
Filed Dec. 16, 1963

RECEIVED FOR RECORD Dec. 16, 1963

Equity No. 4592

NEW AMSTERDAM
CASUALTY COMPANY

BOND NO: 0466-0274-2461-63

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 and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland in the full and just sum of EIGHTY-SIX HUNDRED AND NO/100 ---(\$86.00.00) ---- 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 12th day of December 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 Robert Nathan Thompson and Marguerite S. Thompson, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 1st day of April nineteen hundred and fifty-seven and recorded among the Land Records of Queen Annes County, in Liber TSP No. 34, Folio 4, (Lot 2, Section 2, Marling Farms, Queen Annes County, Md) 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.

Now the Conditions of this Obligation are such, That if the above bounden Walter S. Calwell 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

WALTER S. CALWELL (Seal)
Walter S. Calwell

CLARA M. LINK

Witness as to Surety:

J. McDUFFIE
J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

By J. RICHARD HAUSCHILD
J. Richard Hauschild, Attorney-in-fact

Security approved and Bond filed Dec. 16, 1963

Corporate
Seal.

Certified Copy of Power of Attorney attached.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 19, 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 16th day of December in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed Dec. 30, 1963

PETITION TO SUBSTITUTE A PURCHASER
Filed Dec. 23, 1963

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
ROBERT NATHAN THOMPSON AND	:	
MARGUERITE S. THOMPSON, HIS WIFE	:	In Equity - No. 4592

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings sold certain fee simple property situated in Queen Anne's County Maryland, known as Lot No. 2 on Plat of Marling Farms, Section 2 and also shown on Revised Plat thereof described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFOR YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

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

ASSENT

We Hereby assent to the relief prayed in the foregoing Petition.

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

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY CHARLES E. WILLIAMS
Charles E. Williams
Vice President

Filed Dec. 23, 1963

REPORT OF SALE
Filed Jan. 17, 1964

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
ROBERT NATHAN THOMPSON AND	:	
MARGUERITE S. THOMPSON, HIS WIFE	:	(In Equity) - No. 4592

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 1st, 1957 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34, folio 4 from said Robert Nathan Thompson and Marguerite S. Thompson, 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 "The Queen Anne 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 and by virtue thereof) did, pursuant to said notice, on the 17th day of December, 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 Lot No. 2 as laid out and shown on Plat entitled "Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md." which Plat is dated November 5, 1952 and duly recorded among the Plat Records of Queen Anne's County; and also as shown on the Revised Plat of Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md., which Plat was duly recorded among the aforesaid Plat Records on April 11, 1956, 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 purchased by Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Nine Thousand eighty-two Dollars (\$9082.00) said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of December, 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 the 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 Jan. 17, 1964

PURCHASERS CERTIFICATE
Filed Jan. 17, 1964

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
VS.	:	
	:	QUEEN ANNE'S COUNTY
ROBERT NATHAN THOMPSON AND	:	
MARGUERITE S. THOMPSON, HIS WIFE	:	EQUITY No. 4592

STATE OF MARYLAND, CITY OF BALTIMORE, sct:

I HEREBY CERTIFY, That on this 17th day of December, 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.

by CHARLES E. WILLIAMS
Purchaser
Charles E. Williams, Vice President

Notary Public Seal.

CLARA M. LINK
Clara M. Link Notary Public

Filed Jan. 17, 1964

CERTIFICATE OF PUBLICATION OF ADVERTISE-
MENT OF SALE
Filed Jan. 20, 1964

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building

ATTORNEY'S SALE

OF

VALUABLE FEE SIMPLE PROPERTY

Baltimore 2, Md.

Under and by virtue of the power and authority contained in a Mortgage from Robert Nathan Thompson and Marguerite S. Thompson, his wife, to Baltimore Federal Savings and Loan Association, dated April 1st, 1957, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 34, folio 4 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises, on Tuesday' December 17, 1963 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, Kent Island, on the west side of Queen Anne's Drive, second lot south of St. Mary's Road, having a frontage of 83.50 feet with a depth of 133 feet, more or less, and described as follows:

BEING known and designated as Lot No. 2 as laid out and shown on

111

Plat entitled "Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md.," which Plat is dated November 5, 1962, and duly recorded among the Plat Records of Queen Anne's County; and also as shown on the revised Plat of Marling Farms, Section 2, and Subdivision thereof, Kent Island, Queen Anne's County, Md., which Plat was duly recorded among the aforesaid Plat Records on April 11, 1956.

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, and to a reservation, 5 feet in width, along the rear thereof for utilities.

The improvements consist of a one story frame bungalow, containing 7 rooms (3 bedrooms), 1 bath, forced hot air 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. 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. JANUARY 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY in the case UNDER AND BY VIRTUE OF THE POWER AND AUTHORITY CONTAINED IN A MORTGAGE FROM ROBERT NATHAN THOMPSON AND MARGUERITE S. THOMPSON, HIS WIFE, TO BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCI., DATED APRIL 1, 1957 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 17 day of DECEMBER, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28 day of NOVEMBER 1963, and the last insertion on the 12 day of DECEMBER, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Jan. 20, 1964

ORDER NISI ON SALE
Filed January 20, 1964

Walter S. Calwell,
Attorney Named in Mortgage,

vs.

Robert Nathan Thompson and
Marguerite S. Thompson, his wife.

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

Cause No. 4592

ORDERED, THIS 20th day of January, 1964, 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 20th day of February, 1964, 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 February, 1964.

The report states the amount of sales to be \$9082.00.

CHARLES W. CECIL Clerk

Filed January 20, 1964

CONSENT TO SUBSTITUTE NAME OF PURCHASER
Filed Jan. 24, 1964

January 13, 1964

Walter S. Calwell, Esq.
Baltimore Federal Building
St. Paul and Fayette Streets

In Reply Refer to: 3013-26
THOMPSON, Robert N.
LHG 83111 MD
Lot 2, Section 2
Marling Farms

Baltimore, Maryland 21202

Queen Anne's County, Md.

Dear Mr. Calwell:

Consent is given to the Baltimore Federal Savings and Loan Association, mortgagee, who was purchaser at the foreclosure sale conducted by the Circuit Court for Queen Anne's County, and the trustee or assignee, the seller, by order of Court, by J. S. Gleason, Jr., Administrator of Veterans' Affairs, to substitute him as purchaser of Lot 2, Section 2, Marling Farms, Queen Anne's County, Maryland.

J. S. GLEASON, Jr.
J. S. GLEASON, JR.

Administrator of Veterans' Affairs

BY: S. W. ADAMSKI
 S. W. Adamski
 Assistant Loan Guaranty Officer

Filed Jan. 24, 1964

ORDER OF COURT GRANTING PETITION AND ASSENT AND CONSENT
 TO SUBSTITUTE NAME OF PURCHASER
 Filed Jan. 27, 1964

ORDER

UPON the foregoing Petition and Assent, and the Consent of the Substitute filed on Jan. 24, 1964 it is hereby this 27th day of January 1964

ORDERED by the Circuit Court for Queen Anne's County (In Equity) that J. S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as Lot No. 2 on Plat of Marling Farms, Section 2, and also shown on Revised Plat thereof, Queen Anne's County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

THOS. J. KEATING, Jr.
 Judge

Filed Jan. 27, 1964

CERTIFICATE OF PUBLICATION OF
 ORDER NISI ON SALE
 Filed Feb. 18, 1964

ORDER NISI ON SALE

Walter S. Calwell,
 Attorney Named in Mortgage

vs.

Robert Nathan Thompson and
 Marguerite S. Thompson, his wife

In The Circuit Court
 for Queen Anne's County
In Equity
 Cause No. 4592

ORDERED, this 20th day of January, 1964, 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 20th day of February, 1964, 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 February, 1964.

The report states the amount of sales to be \$9,082.00.

CHARLES W. CECIL, Clerk

Filed: January 20, 1964.
 True Copy
 Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. FEBRUARY 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE CAUSE NO. 4592 in the case of WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE VS. ROBERT NATHAN THOMPSON AND MARGUERITE S. THOMPSON, 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 13 day of FEBRUARY, 1964, and that the first insertion

of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23 day of JANUARY 1964, and the last insertion on the 6 day of FEBRUARY, 1964.

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Feb. 18, 1964

ORDER OF COURT FINALLY RATIFYING SALE
Filed Feb. 29, 1964

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

ROBERT NATHAN THOMPSON AND
MARGUERITE S. THOMPSON, HIS WIFE

IN THE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
SITTING IN EQUITY
No. 4592

ORDERED, By the Circuit Court for Queen Anne's County, this 29th day of February, 1964 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 20th day of January, 1964, 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.

J. DeWEESE CARTER
Judge.

Filed Feb. 29, 1964

REPORT AND ACCOUNT OF AUDITOR
Filed March 13, 1964

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

ROBERT NATHAN THOMPSON and
MARGUERITE S. THOMPSON, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4592

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), of the mortgage foreclosed in these proceedings; 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 \$309.67.

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 vendee's share of taxes, 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, 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, per statement of indebtedness filed in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

March 9, 1964

Filed Mar. 13, 1964

Cause No. 4592

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.

1964
Feb. 24 By proceeds of the sale of land, per report of vendor, ----- \$9,082.00
to wit:-----
By interest on unpaid balance of purchase price, per
statement of vendor, to wit:----- 108.98
By vendee's share of taxes, per statement of vendor,
to wit:----- 5.03
By gross proceeds of said sales, to wit:----- \$9,196.01

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
sales, to wit:-----609.55 \$659.55

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: 15.00

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-----\$17.80
2-Appearance fee of Walter S.
Calwell, Attorney----- 10.00 27.80

To do., for an amount paid Gorges
and Company, Agent, for the
premium on the corporate surety
bond, per receipt for same
exhibited, to wit: 34.40

To do., for amounts paid Queen Anne's
Record-Observer, per its receipts
for same exhibited, to wit:
1-Costs for publishing advertise-
ment of sale-----\$66.50
2-Costs for publishing order nisi
of sale----- 14.00 80.50

March 9, 1964

J. THOMAS CLARK
Auditor

To do., for an amount paid W. J.
Barcus, Jr., Auctioneer, for
Crying said sale, per receipt
for same exhibited, to wit: 35.00

To do., for an amount paid Clara M.
Link, Notary, for Notary fees
in this Cause, per her receipt
for same exhibited, to wit: 1.25

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 terms of the mortgage
foreclosed herein in the sum of
\$8,598.18, as per statement of
mortgage indebtedness filed in
this cause, the balance, or the
sum of 8,288.51

\$9,196.01 \$9,196.01

March 9, 1964

J. THOMAS CLARK
Auditor

Filed Mar. 13, 1964

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

ROBERT NATHAN THOMPSON and
MARGUERITE S. THOMPSON, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4592

CERTIFICATE OF MOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 13, 1964, 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, Esq.
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Maryland 21202

J. S. Gleason, Jr.
Administrator of Veterans' Affairs
Veterans Administration Regional Office
Fayette and St. Paul Sts.
Baltimore, Maryland 21202

Baltimore Federal Savings and Loan Association
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Maryland 21202

Robert Nathan Thompson
Marling Farms
Chester, Maryland

Marguerite S. Thompson
Marling Farms
Chester, Maryland

PURSUANT TO RULE 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on March 13, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than March 28, 1964, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after March 29, 1964.

J. THOMAS CLARK
Auditor

Filed Mar. 13, 1964

NISI RATIFICATION OF AUDIT
Filed Mar. 13, 1964

Walter S. Calwell,
Attorney Named in Mortgage

vs.

Robert Nathan Thompson and
Marguerite S. Thompson, his
wife.

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

Cause No. 4592

ORDERED, this 13th day of March, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th day of March, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Mar. 13, 1964

FINAL RATIFICATION OF AUDIT
Filed Mar. 31, 1964

WALTER S. CALWELL,
Attorney named in Mortgage

vs.

Robert Nathan Thompson, and

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

Cause No. 4592


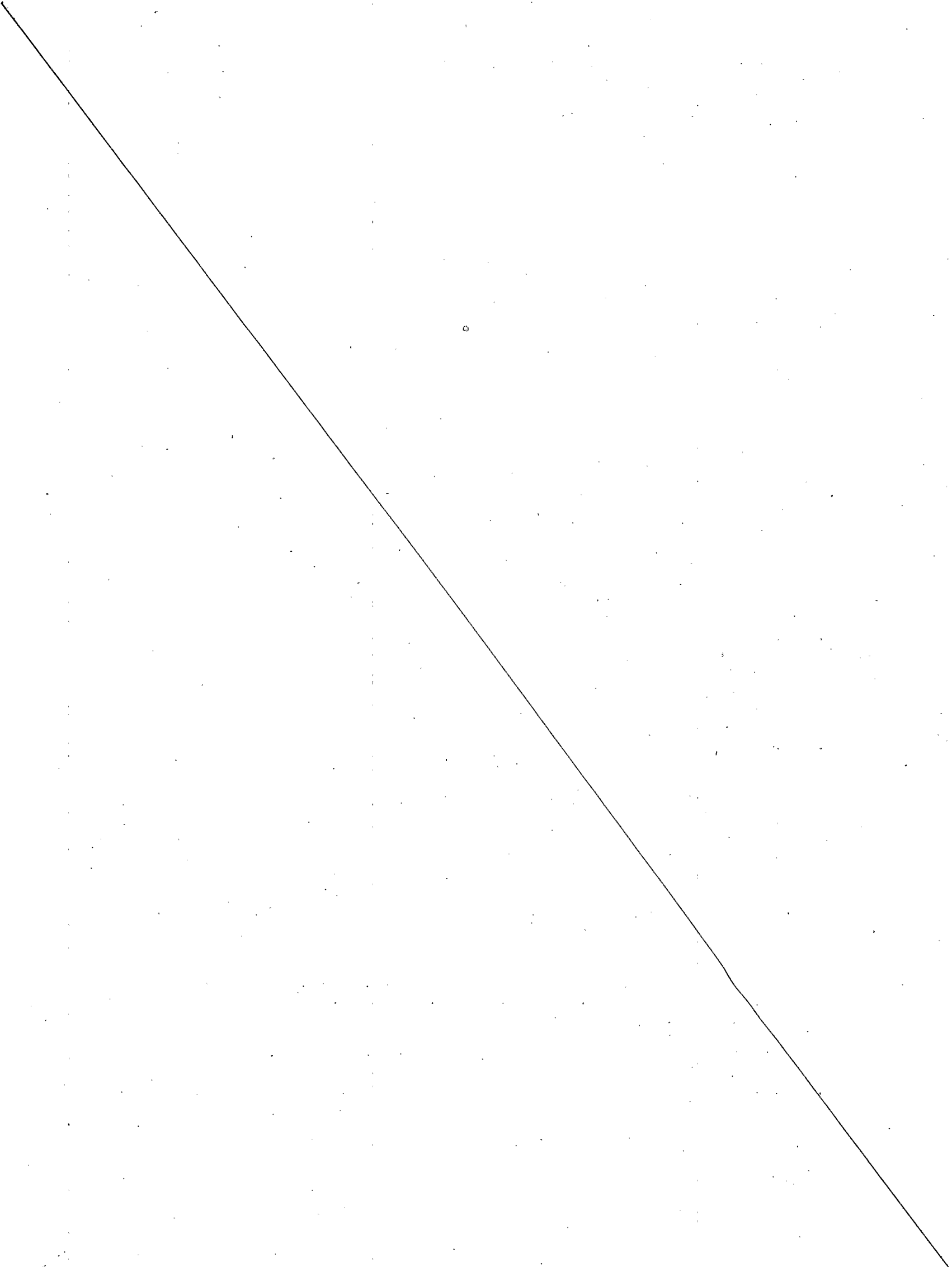
Marguerite S. Thompson, his wife. }

FINAL RATIFICATION OF AUDIT

ORDERED, this 30th. day of March, 1964, 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, Attorney named in Mortgage, 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
Anne's County, Maryland.

Filed Mar. 31, 1964



QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of May in the year nineteen hundred and sixty-two, the following ORDER TO DOCKET SUIT was filed for record to wit:-

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
from	*	FOR
HARRY G. STUBBS and PAULINE A. Stubbs, his wife	*	QUEEN ANNE'S COUNTY
to	*	In Equity No. 4458
WM. PEPPER CONSTABLE, Substituted Trustee	*	

* * * * *

MR. CLERK:

Please docket the above entitled case, file the original of the Deed of Trust marked "Substituted Trustee's Exhibit No. 1", Note secured by said Deed of Trust marked "Substituted Trustee's Exhibit No. 2", original Declaration of Substitution of Trustee, marked "Substituted Trustee's Exhibit No. 2", and original Claim and Statement of Mortgage Debt by Admiral Homes Acceptance Corporation, marked "Substituted Trustee's Exhibit No. 4", and enter my appearance for the Substituted Trustee.

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland
Centreville 395

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 1
Filed May 9, 1962

#43,806 RECEIVED FOR RECORD Jan. 27, 1960

CONVENTIONAL COMBINATION FORM

THIS DEED OF TRUST, Made this 26th day of January, in the year one thousand nine hundred and sixty, by and between HARRY G. STUBBS and PAULINE A. STUBBS, his wife, of Cecil County, State of Maryland, hereinafter referred to as party of the first part; and ERNEST S. COOKERLY, Trustee as hereinafter referred to, party of the second part.

WHEREAS, Harry G. Stubbs and Pauline A. Stubbs, are justly indebted unto Admiral Homes Acceptance Corp., hereinafter referred to as Beneficiary, in the full sum of Thirteen Thousand Five Hundred (\$13,500.00), Dollars, for money loaned for which the party of the first part has made and delivered to the Beneficiary a promissory note bearing even date with these presents, payable to the order of the Beneficiary, at its principal office located in West Newton, Pennsylvania or at such other place, either within or without the State, as the Beneficiary of said note may in writing from time to time direct, both principal and interest being payable in lawful money of the United State of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Interest accounting from the date hereof shall be payable monthly, at the rate of 6% per annum, on the unpaid principal balance of the aforesaid note, or so much as is advanced hereunder; said principal and interest remaining unpaid shall become due and payable six (6) months from the date hereof

SAID NOTE is countersigned by said Trustees for the purpose of identification.

WHEREAS, it is a condition precedent to the granting of the aforesaid loan by the Beneficiary to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to secure the performance of the obligations, covenants and agreements of this Deed of Trust.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part, in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, does grant, convey and assign unto the party of the second part, as Trustees, subject to provisions hereinafter provided, the following land and property, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 186 and 187 bordering on the West side of Central Drive, as shown on a plat entitled Section No. 1 of "Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959, and recorded, or intended to be recorded, among the Land Records for Queen Anne's County, Maryland, prior hereto.

SUBJECT to the restrictions set forth in the aforementioned deed.

IT IS PARTICULARLY UNDERSTOOD AND AGREED, that the said parties of the first part, their heirs and assigns, may anticipate payment in whole or in part on the principal of said Deed of Trust at any time, provided said Deed of Trust is not in default.

Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforesaid;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUSTS:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

And upon this further trust, that upon failure to erect upon the aforesaid land within six months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a contract existing between the party of the first part and the Beneficiary, or in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable without notice, notice of such election being expressly waived, and, at the election of the Beneficiary, the party of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper printed in Queen Anne's County, State of Maryland and such other notice as said Trustees deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale the property of the second part, as Trustees, shall have the power and it shall be the duty of the party of the second part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales; Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any, to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any, of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors, and assigns, covenants and agrees as follows:

To pay the aforesaid note in accordance with its terms;

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite;

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this deed of trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvement now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary; to procure such insurance in forms in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory of the Beneficiary; that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby;

That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefor, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both.

It is agreed that the terms party of the first part, party of the second part, Trustees and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the hands and seals of the party of the first part.

WITNESS:

PHOEBE P. ANTHONY

HARRY G. STUBBS (SEAL)
Harry G. Stubbs

PAULINE A. STUBBS (SEAL)
Pauline A. Stubbs

STATE OF MARYLAND, COUNTY OF KENT, TO WIT:

I HEREBY CERTIFY, that on this 26th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, personally appeared Harry G. Stubbs and Pauline A. Stubbs, his wife, parties of the first part herein, and acknowledged the foregoing Deed of Trust to be their act.

AS WITNESS my hand and Notarial Seal.

PHOEBE P. ANTHONY
Notary Public
Phoebe P. Anthony

Notary
Public
Seal

My commission expires:
May 1, 1961

Filed May 9, 1962

Two-Five Fifty; One-Two Twenty;
One-One Ten; One Fifty-five Cent
Recordation Tax Stamps. Endorsed
1/27/60

SUBSTITUTED TRUSTEE'S EXHIBIT No. 2
Filed May 9, 1962

January 26, 1960

FOR VALUE RECEIVED, Harry G. Stubbs and Pauline A. Stubbs promise to pay to the order of ADMIRAL HOMES ACCEPTANCE CORPORATION, Hereinafter referred to as the Beneficiary, the principal sum of Thirteen Thousand Five Hundred (\$13,500.00) Dollars, together with interest at the rate of six per cent (6%) on the principal balance of this note, or so much advanced hereof, such interest being payable monthly and said principal being due and payable six (6) months from date hereof, such principal and interest thereon being payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private at the time of payment at the office of Admiral Homes Acceptance Corporation in the City of West Newton, Pennsylvania, or at such other place either within or without the State, as the Beneficiary of this Note may in writing from time to time direct.

THIS NOTE is secured by a first Deed of Trust of even date herewith and executed and delivered by Harry G. Stubbs and Pauline A. Stubbs, his wife, the makers thereof, to Ernest S. Cookerly, Trustee, conveying certain real estate and property located in Queen Anne's County, State of Maryland, therein described, said property being more particularly described in a Deed dated November 5, 1959, by Chester Harbor, Inc. to Harry G. Stubbs and Pauline A. Stubbs, his wife, and duly recorded among the Land Records of Queen Anne's County; the terms and conditions of which said Deed of Trust are made a part thereof, and controlled in the interpretation and enforcement of this Note.

IT IS HEREBY AGREED, that if default be made in the payment of the principal sum of money, together with interest thereon, as provided or if default be made in the performance of or compliance with the covenants and continue for thirty days, then in any or all of such events the entire unpaid balance of the principal of this Note, with all interest thereon then accrued, shall at the option of the Beneficiary of this Note, become due and payable and collectible on the conditions as expressly provided in said Deed of Trust, time being of the essence of this obligation.

HARRY G. STUBBS (SEAL)
Harry G. Stubbs

PAULINE A. STUBBS (SEAL)
Pauline A. Stubbs

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 3
Filed May 9, 1962

No. 47672
Re 59233 RECEIVED FOR RECORD Apr. 18, 1962

THIS DECLARATION, made this 12th day of April, 1962, by ADMIRAL HOMES ACCEPTANCE CORPORATION, a body corporate, party of the First Part, and WM. PEPPER CONSTABLE, Esquire, Substitute Trustee as hereinafter set forth, party of the Second part.

WHEREAS, by a Deed of Trust by and between HARRY G. STUBBS and PAULINE A. STUBBS, his wife, of Cecil County, Maryland, dated the 26th day of January 1960 and recorded among the Land Records of Queen Anne's County, in Liber TSP NO. 53 Folio 200 & etc., a certain lot and parcel of ground was conveyed to ERNEST S. COOKERLY, Trustee, for the uses and purposes therein particularly set forth, securing a promissory note made to Admiral Homes Acceptance Corporation, as Beneficiary; and

WHEREAS, one of the provisions of said Deed of Trust reads as follows:

"That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefore, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both,"

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that in the exercise and pursuance of the powers and authority vested in it under the aforesaid provisions of said Deed of Trust, ADMIRAL HOMES ACCEPTANCE CORPORATION hereby appoints WM. PEPPER CONSTABLE, as Substitute Trustee in the place and stead of ERNEST S. COOKERLY, Trustee as set forth in said Deed of Trust for the purpose of carrying out each and all of the powers, rights and duties of said Trustee under the aforesaid Deed of Trust.

AS WITNESS, the corporate signature of ADMIRAL HOMES ACCEPTANCE CORPORATION by the hand of James J. Gallagher, its President, and its corporate seal hereto affixed, attested by its Assistant Secretary.

ATTEST:

CAMILLE A. PICCIANO
Camille A. Picciano, Ass't Sec.

Corporate
Seal

ADMIRAL HOMES ACCEPTANCE CORPORATION

JAMES J. GALLAGHER
James J. Gallagher, President

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of April, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, personally appeared James J. Gallagher, President of ADMIRAL HOMES ACCEPTANCE CORPORATION and he acknowledged the foregoing Declaration to be the act of said body corporate.

AS WITNESS my hand and notarial seal.

JAMES G. LYONS
James G. Lyons, Notary Public

Notary
Public
Seal

My Commission Expires: Notary Public, West Newton
Boro, Westmoreland Co.,
My Commission Expires
October 17, 1964

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 4
Filed May 9, 1962

CLAIM OF ADMIRAL HOMES ACCEPTANCE CORPORATION
WEST NEWTON, PENNSYLVANIA

April 12, 1962

Wm. Pepper Constable, Esq.
CONSTABLE, ALEXANDER & DANEKER
Attorneys-at-Law
1000 Maryland Trust Building
Baltimore 2, Maryland

RE: AHAC #2809
STUBBS, Harry G. & Pauline A., et ux
Lots #186 - #187, Section 1 of Chester Harbor
Second Election District, Queen Anne's County
State of Maryland

Dear Mr. Constable:

This is to certify that a certain Deed of Trust dated January 26, 1960 from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation and recorded January 27, 1960 in Liber TSP No. 53, Folio 200 one of the Record Land Books of Queen Anne's County, is now in default as follows:

Principal	\$12,126.90
Insurance Premium	51.23
Interest to April 12, 1962	<u>1,230.53</u>
TOTAL AMOUNT DUE	\$13,408.66

Interest will accrue at the rate of \$2.02 per day.

I, Camille A. Picciano, Treasurer, do hereby swear that the above is a true and correct statement of indebtedness due to Admiral Homes Acceptance Corporation.

IN WITNESS, WHEREOF, I have hereunto affixed my hand the day and year above written.

ATTEST:

JAMES J. GALLAGHER
James J. Gallagher, President

ADMIRAL HOMES ACCEPTANCE CORPORATION

CAMILLE A. PICCIANO
Camille A. Picciano, Treasurer

Corporate
Seal

Subscribed and sworn to me, before me, this 12th day of April, A.D.

1962.

JAMES G. LYONS
James G. Lyons, Notary Public

My Commission expires: Notary Public, West Newton
Boro. Westmoreland Co.,
My Commission Expires October 17, 1964

Notary
Public
Seal

Filed May 9, 1962

PETITION
Filed May 18, 1962

IN THE MATTER OF THE
DEED OF TRUST
FROM
HARRY G. STUBBS and
PAULINE A. STUBBS, hos wife

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IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

to
WM. PEPPER CONSTABLE,
Substituted Trustee

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* * * * *

In Equity

No. 4458

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Wm. Pepper Constable, Substituted Trustee in the above entitled case, respectfully represents unto your Honor:

1. That your Petitioner filed as an exhibit in the above entitled case, the original note from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation, dated January 26, 1960, and your Petitioner would like to withdraw said original note from the file of the Court, and file in its place a photostatic copy thereof.

AND as in duty bound, etc.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Attorney for Petitioner

Filed May 9, 1962

ORDER
Filed May 18, 1962

O R D E R

UPON consideration of the above Petition, it is this 18th day of May, 1962, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,

ORDERED that Wm. Pepper Constable, Substituted Trustee, be permitted to withdraw from the file of this Honorable Court the original note from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation, dated January 26, 1960, filed as an exhibit in the above entitled case, provided a photostatic copy of such instrument is filed with the Clerk of the Circuit Court for Queen Anne's County in lieu thereof.

THOS J KEATING JR
Judge

Filed May 18, 1962

CERTIFIED COPY OF BOND
Filed May 24, 1962

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

STANDARD ACCIDENT INSURANCE COMPANY
* * * * *
DETROIT

KNOW ALL MEN BY THESE PRESENTS, That we, William Pepper Constable, 1000 Maryland Trust Building, Baltimore 2, Maryland, as Principal and Standard Accident Insurance Company, a corporation of the State of Michigan, Detroit, Michigan, authorized to transact business in the State of Maryland, as Surety, are held and dirmly bound unto the State of Maryland in the full and just sum of Fourteen Thousand 00/100 (\$14,000.00) Dollars to be paid to the said State or to its certain Attorney, to which payment will 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 21st day of May, 1962

WPC Corporate
TNF Seal

WHEREAS, the above bounden William Pepper Constable, Substituted Trustee, by Virtue of the power contained in Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly bearing date of January 26, 1960 and recorded among the mortgage records of Queen Anne's County in Liber TSP No. 53, Folio 200 and William Pepper Constable 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 bounded William Pepper Constable 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 such 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 William Pepper Constable 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 herein above mentioned.

WITNESS:

JANE C. RENALD

WILLIAM PEPPER CONSTABLE (SEAL)
William Pepper Constable

SUE E. BRACY
Sue E. Bracy

STANDARD ACCIDENT INSURANCE COMPANY
910 Keyser Building, Baltimore 2, Maryland

By T N FERCIOT
T.N. Ferciot, 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 24, 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 137, 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 24th day of May in the year nineteen hundred and sixty-two.

Circuit Court Seal

T. SORDEN PIPPIN
Clerk

MILITARY AFFIDAVIT
Filed May 24, 1962

IN THE MATTER OF THE DEED OF TRUST

from

HARRY G. STUBBS and PAULINE A. STUBBS, his wife

to

WM. PEPPER CONSTABLE
Substituted Trustee
1000 Maryland Trust Building
Baltimore 2, Maryland

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IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No.

MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSULVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared CAMILLE A. PICCIANO, Treasurer of ADMIRAL HOMES ACCEPTANCE CORPORATION, and made oath in due form of law that he knows the defendants 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.

CAMILLE A. PICCIANO
Camille A. Picciano,
Affiant

Subscribed and Sworn to before me this 11th day of May, 1962.

JAMES G. LYONS
JAMES G. LYONS, Notary Public

Notary Public Seal

Notary Public, West Newton Bor, Westmoreland Co.,
MY COMMISSION EXPIRES OCTOBER 17, 1964

Filed May 24, 1962

REPORT OF SALE
Filed June 22, 1962

IN THE MATTER OF THE
DEED OF TRUST

from

HARRY G. STUBBS and
PAULINE A. STUBBS, his wife

to

WM. PEPPER CONSTABLE
Substituted Trustee

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IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

No. 4458

* * * * *
REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Wm. Pepper Constable, Substituted Trustee, in pursuance of the special power and authority vested in him as Substituted Trustee in and by a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife to Ernest S. Cookerly, Trustee, dated January 26, 1960 and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, folio 200, Wm. Pepper Constable being the Substituted Trustee; the original of said Deed of Trust and Declaration of Substitution of Trustee being duly filed in the above entitled cause, respectfully shows:

That after default had occurred under said Deed of Trust, and after having docketed the above entitled case and filed the said Deed of Trust, and after giving bond with security for the faithful performance of his duty as Substituted Trustee, which bond was duly approved, and after having complied with all the other prerequisites as required by law and the said Deed of Trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a weekly newspaper published and printed in Queen Anne's County, in the State of Maryland, for twenty (20) days preceeding the day of sale, he, the said Substituted Trustee, did, pursuant to said Notice, on the 9th day of June, 1962, at 12 noon, E.D.S.T., attend on the premises at or near Chestertown, Maryland, and then and there proceeded to sell said property in the manner following: that is to say; he, the Substituted Trustee, offered at public auction to the highest bidder, the property mentioned in said Deed of Trust, situate in the Second Election District of Queen Anne's County, Maryland, situate on Central Drive approximately two miles southeast of Chestertown, Maryland near Route No. 213, and known as "Chester Harbor" in Queen Anne's County, Maryland, and he, the said Substituted Trustee, sold the said property to ADMIRAL HOMES ACCEPTANCE CORPORATION for the sum of \$9,000.00, upon the terms and conditions set forth in said advertisement, and announced by the auctioneer at said sale; at which time the said ADMIRAL HOMES ACCEPTANCE CORPORATION paid to him, the said Substituted Trustee, the sum of \$1,000.00; the said ADMIRAL HOMES ACCEPTANCE CORPORATION being at that sum the highest bidder therefor; a copy of which advertisement containing the terms and conditions of sale, and a description of said property is attached hereto as a part hereof; and the terms of said sale being contained in a contract by him, the said Substituted Trustee, and the said ADMIRAL HOMES ACCEPTANCE CORPORATION, an original of which is filed herewith and prayed to be taken as part hereof, marked "Substituted Trustee's Exhibit, Contract of Sale between Wm. Pepper Constable, Substituted Trustee, Vendor, and ADMIRAL HOMES ACCEPTANCE CORPORATION, Purchaser, Vendee."

B. HACKETT TURNER JR
B. Hackett Turner, Jr.,
Attorney for Substituted Trustee

WM. PEPPER CONSTABLE
Wm. Pepper Constable
Substituted Trustee

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE COUNTY, personally appeared WM. PEPPER CONSTABLE, the Substituted Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true as therein stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal
My Commission expires: 5/6/63

JANE C. RENALD
Notary Public

Filed June 22, 1962

TRUSTEE'S SALE
-OF-
VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lots No. 186 and 187 Bordering on the West Side of Central Drive,
In Section 1 of "Chester Harbor."

BY VIRTUE of the power and authority contained in a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee, dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 200, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9TH, 1962
at 12 NOON, E.D.S.T.

ALL those lots or parcels of ground situate in the Second Election District of Queen Anne's County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME in the Second Election District of Queen Anne's County, Maryland, and being known and designated as Lots Nos. 186 and 187 bordering on the West Side of Central Drive, as shown on a plat entitled Section 1 of "Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded January 27, 1960 among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 53, Folio 199.

The improvements consist of a 24x40 one-story dwelling of level siding with split rock type veneer on front, with full basement and one-car attached garage; containing three bedrooms, kitchen and bath; oil forced air heat; situate on Central Drive approximately two miles southeast of Chestertown, Maryland near Route No. 213. This property will require additional interior trim work.

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE-CASH. A deposit of \$1,000.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE
Substituted Trustee

ROSS RHODES-Suctioneer

AFFIDAVIT OF PURCHASER
Filed June 22, 1962

IN THE MATTER OF THE
DEED OF TRUST

from

HARRY G. STUBBS and
PAULINE A. STUBBS, his wife

to

WM. PEPPER CONSTABLE,
Substituted Trustee

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IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No. 4458

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of June, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, aforesaid, personally appeared JAMES J. GALLAGHER, President of ADMIRAL HOMES ACCEPTANCE CORPORATION, the purchaser at the foreclosure sale in this cause, and made oath in due form of law that Admiral Homes Acceptance Corporation is the purchaser and purchased the same as principal and not as agent for anyone, and that neither he nor Admiral Homes Acceptance Corporation have directly or indirectly discouraged anyone from bidding for the said Lots No. 186 and 187, Section 1, at Chester Harbor, Queen Anne's County, Maryland mentioned in the said Report of Sale.

AS WITNESS my hand and Notarial Seal.

JAMES G. LYONS
Notary Public

My Commission expires
Notary Public, West Newton Boro,
Westmoreland Col,
MY COMMISSION EXPIRES OCTOBER 17, 1964

ADMIRAL HOMES ACCEPTANCE CORPORATION

By: JAMES J. GALLAGHER
James J. Gallagher, President
Purchaser

Notary
Public
Seal

Filed June 22, 1962

"SUBSTITUTED TRUSTEE'S EXHIBIT, CONTRACT
OF SALE BETWEEN WM. PEPPER CONSTABLE,
SUBSTITUTED TRUSTEE, VENDOR, AND
ADMIRAL HOMES ACCEPTANCE CORPORATION
PURCHASER, VENDEE"

RECEIVED this 9th day of June, 1962 of ADMIRAL HOMES ACCEPTANCE COR-
PORATION, the sum of One Thousand Dollars (\$1,000.00) on account of the Purchase Money
of the real estate described in the annexed Notice of Sale, this day to ADMIRAL HOMES
ACCEPTANCE CORPORATION sold, at the Public Auction on the premises in said Notice men-
tioned, at and for the sum of NINE THOUSAND Dollars (\$9,000.00).

WM. PEPPER CONSTABLE
Wm. Pepper Constable
Substituted Trustee

* * * * *

I HEREBY AGREE that on this 9th day of June, 1962, I have purchased
from Wm. Pepper Constable, Substituted Trustee, at the public auction on the premises
mentioned in the annexed Notice of Sale, the real estate described in said Notice, at
and for the sum of NINE THOUSAND Dollars (\$9,000.00); and having paid the sum of One
Thousand Dollars (\$1,000.00) on account of the aforesaid Purchase Money of said property
so as aforesaid by me purchased, I hereby covenant and agree to pay the remainder of
said Purchase Money as follows: Balance in cash upon final ratification of sale by the
Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase
money from date of sale to date of settlement; and in all things to comply with the
terms of sale of said Notice set forth.

AS WITNESS my hand and seal.

WITNESS:

CAMILLE A. PICCIANO
Camille A. Picciano, Ass't Sec. Corporate Seal
Filed June 22, 1962

ADMIRAL HOMES ACCEPTANCE CORPOR-
ATION
By: JAMES J. GALLAGHER (SEAL)
James J. Gallagher, President

TRUSTEE'S SALE
-OF-
VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lots No. 186 and 187 Bordering on the West Side of Central Drive,
In Section 1 of "Chester Harbor."

BY VIRTUE of the power and authority contained in a certain Deed of
Trust from Harry G. Stubbs and Pauline A. Stubbs his wife, to Ernest S. Cookerly, Trus-
tee, dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of
Queen Anne's County in Liber T.S.P. No. 53, Folio 200, default having occurred under
the terms thereof, and the Beneficiary named therein having elected that the unpaid
principal and accrued interest be immediately due and payable; and having elected that
the Trustee sell the property described therein, the undersigned Substituted Trustee
Will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9th, 1962
at 12 NOON, E.D.S.T.

ALL those lots or parcels of ground situate in the Second Election
District of Queen Anne's County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME, in the Second Election District of Queen
Anne's County, Maryland, and being known and designated as Lots Nos. 186 and 187 bor-
dering on the West Side of Central Drive, as shown on a plat entitled Section 1 of
"Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's
County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A.
Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded
January 27, 1960 among the Land Records for Queen Anne's County, Maryland, in Liber T.S.
P. No. 53, Folio 199.

The improvements consist of a 24x40 one-story dwelling of bevel sid-
ing with split rock type veneer on front, with full basement and one-car attached garage;
containing three bedrooms, kitchen and bath; oil forced air heat; situate on Central
Drive approximately two miles southeast of Chestertown, Maryland near Route No. 213.
This property will require additional interior trim work.

The property will be sold subject to conditions, restrictions, ease-
ments and agreements of record affecting same, if any.

TERMS OF SALE-CASH. A deposit of \$1,000.00 will be required by the
purchaser or purchasers at the time and place of sale; balance in cash upon ratification
of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid
purchase money from date of sale to date of settlement. Taxes and all other public
charges to be adjusted to date of sale. All conveyancing costs and costs for State and
Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

ROSS RHODES -Auctioneer

WM. PEPPER CONSTABLE
Substituted Trustee

ORDER NISI ON SALE
Filed June 22, 1962

ORDER NISI ON SALE

IN THE MATTER OF THE)
DEED OF TRUST)
from)
Harry G. Stubbs and Pauline A.)
Stubbs, his wife, to Wm. Pepper C)
Constable, Substituted Trustee)

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

Cause No. 4458

ORDERED, this 22nd. day of June, 1962, that the sale of the real property, made and reported in this cause by Wm. Pepper Constable, Substituted Trustee, be ratified and confirmed, on or after the 23rd. 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 16th. day of July, 1962.

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

T. SORDEN PIPPIN Clerk

Filed June 22, 1962

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed June 22, 1962

TRUSTEE'S SALE
-OF-
VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lost No. 186 and 187 Bordering on the West Side of Central Drive,
In Section 1 of "Chester Harbor."

BY VIRTUE of the power and authority contained in a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee, dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 200, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9th, 1962
at 12 NOON, E.D.S.T.

ALL those lots or parcels of ground situate in the Second Election District of Queen Anne's County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME in the Second Election District of Queen Anne's County, Maryland, and being known and designated as Lots No.s 186 and 187 bordering on the West Side of Central Drive as shown on a plat entitled Section 1 of "Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded January 27, 1960 among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 53, Folio 199.

The improvements consist of a 24x40 one-story dwelling of bevel siding with split rock type veneer on front, with full basement and one-car attached garage containing three bedrooms, kitchen and bath; oil forced air heat; situate on Central Drive approximately two miles southeast of Chestertown, Maryland near Route No. 213. This property will require additional interior trim work.

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE-CASH. A deposit of \$1,000.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE
Substituted Trustee

ROSS RHODES - AUctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 22, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TRUSTEE'S SALE Lots No. 186 and 187 in the case/estate of Harry G. Stubbs and Pauline A. Stubbs 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 June, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of May 1962, and the last insertion on the 7th day of June, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed June 22, 1962

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed July 23, 1962

ORDER NISI ON SALE

IN THE MATTER OF THE DEED
of TRUST
from

Harry G. Stubbs and Pauline A. Stubbs, his wife, to Wm. Pepper Constable, Substituted Trustee

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

Cause No. 4458

ORDERED, this 22nd day of June, 1962, that the sale of the real property, made and reported in this cause by Wm. Pepper Constable, Substituted Trustee, be ratified and confirmed on or after the 23rd 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 16th day of July, 1962.

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

T. SORDEN PIPPIN, Clerk

Filed: July 22, 1962
True Copy
Test:

T.SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 19, 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 Harry G. Stubbs and Pauline A. Stubbs 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 3t successive weeks before the 23rd day of July, 1962, and that the first insertion of said advertisements in said Queen Anne's Record-Observer was on the 28 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 23, 1962

FINAL ORDER OF RATIFICATION ON SALE OF TRUSTEE
Filed Aug. 6, 1962

IN THE MATTER OF THE DEED OF TRUST

from

HARRY G. STUBBS and
PAYLINE A. STUBBS, HIS WIFE,

to

WM. PEPPER CONSTABLE,
Substituted Trustee.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO.

FINAL ORDER OF RATIFICATION ON SALE OF TRUSTEE

ORDERED by the Circuit Court of Queen Anne's County, this 6 day of Augusr, 1962, that the sale made and reported by Wm. pepper Constable, Substituted

Trustee, be, and 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 property expenses as he shall produce vouchers for to the auditor.

GEORGE B. RASIN, JR.
JUDGE

Filed: Aug. 6, 1962

REPORT AND ACCOUNT OF AUDITOR
Filed Oct. 15, 1962

IN THE MATTER OF THE DEED
OF TRUST FROM HARRY G. STUBBS
AND PAULINE A. STUBBS, HIS WIFE

VS.

WM. PEPPER CONSTABLE,
SUBSTITUTED TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4458

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

1. That this audit is stated at the request of Wm. Pepper Constable, Substituted Trustee (and Vendor) of the deed of trust 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 allowed thereafter, the following expenses, to wit: his commissions for making sale with the excess of the same being waived, the court costs, the bond premium, the auctioneer's charges for his services, the costs of advertising the advertisement of sale, the order nisi of sale, and the audit nisi to be passed as to this account, the 1962 state and county taxes, and the balance was directed to be distributed to the said Vendor as a partial payment on said indebtedness.

3. The net proceeds, after deduction of the above expenses, was in the sum of \$8,294.75, and the same was directed to be credited as a partial payment on the total indebtedness due under the deed of trust of \$13,408.66, per claim filed in this cause, whereby it appears there is a deficiency in the sum of \$5,113.91.

Respectfully submitted,

J THOMAS CLARK
Auditor

October 11, 1962

Filed Oct. 15, 1962

Cause No. 4458

The proceeds of the sale of real estate sold under a Deed of Trust and reported in this cause, in account with Wm. Pepper Constable, Substituted Trustee (and vendor of said land)

Cr.

1962
Aug. 6 By proceeds of the sale of said land, per report of said vendor, to wit: ----- \$9,000.00

Dr.

To Wm. Pepper Constable, Substituted Trustee, (and vendor) his commissions for making sale, per terms of deed of trust and order of Court, excess being hereby waived by vendor, the sum of ----- \$300.00

To do., for an amount due Clerk of this Court, per statement of same exhibited, to wit:
1-Costs of T. Sorden Pippin, Clerk --\$41.20
2-Appearance fee of B.H. Turner, Atty. 10.00 51.20

To do., for an amount paid Poor, Bowen, Bartlett and Kennedy, Inc., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit:----- 56.00

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 ----- \$64.00
2-Costs of publishing order nisi of sale ----- 14.00 78.00

To do., for an amount paid Ross Rhodes, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit: ----- 35.00

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for vendor's share of 1962 taxes, state and county, on the real estate sold in this cause, per receipt for same exhibited, to wit:----- 101.05

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 ----- 72.00

To Wm. Pepper Constable, Substituted Trustee, on behalf of his beneficiary, Admiral Homes Acceptance Corp., as a partial payment due under terms of deed of Trust foreclosed in these proceedings, total debt being in the sum of \$13,408.66, per claim filed, the balance or the sum of -----8,294.75
\$9,000.00 \$9,000.00

J THOMAS CLARK
Auditor

October 11, 1962
Filed Oct. 15, 1962

NISI RATIFICATION OF AUDIT
Filed Oct. 15, 1962

NISI RATIFICATION OF AUDIT

IN THE MATTER OF THE DEED OF TRUST FROM HARRY G. STUBBS AND PAULINE A. STUBBS, HIS WIFE
VS.
WM. PEPPER CONSTABLE, SUBSTITUTED TRUSTEE

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4458

ORDERED, this 15th. day of October, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd. 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 be fore the 26th. day of October, 1962.

T SORDEN PIPPIN Clerk

Filed October 15, 1962

CERTIFICATE OF PUBLICATION OF ORDER OF NISI
Filed Nov. 5, 1962

NISI RATIFICATION OF AUDIT

In The Matter Of The Deed of Trust From Harry G. Stubbs and Pauline A. Stubbs, his wife
vs.
Wm. Pepper Constable, Substituted Trustee

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

Cause No. 4458

ORDERED, this 15th day of October, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd 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 26th day of October, 1962.

T. SORDEN PIPPIN, Clerk

Filed: October 15, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 30, 1962

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 Harry G. Stubbs and Pauline A. Stubbs 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 26th day of October, 1962, and that the first insertion of said advertisements in said Queen Anne's Record-Observer was on the 18th day of October, 1962, and the last insertion on the 25th day of October, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Nov. 5, 1962

FINAL RATIFICATION OF AUDIT
Filed Nov. 7, 1962

IN THE MATTER OF THE DEED OF
TRUST FROM HARRY G. STUBBS AND
PAULINE A. STUBBS, HIS WIFE

vs.

WM. PEPPER CONSTABLE,
SUBSTITUTED TRUSTEE.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 4458

: : : : : : :
FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 7th day of November, 1962, 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 Wm. Pepper Constable, Substituted Trustee, is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest, as the same may hereafter be received.

THOS J. KEATING JR.
JUDGE

Filed Nov. 7, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of May in the year nineteen hundred and sixty-two, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

IN THE MATTER OF THE DEED OF TRUST	*	IN THE
	*	CIRCUIT COURT
from	*	FOR
HARRY G. STUBBS and PAULINE A. STUBBS, his wife	*	QUEEN ANNE'S COUNTY
to	*	In Equity
WM. PEPPER CONSTABLE, Substituted Trustee	*	No.
	*	
* * *	* * *	

MR. CLERK:

Please docket the above entitled case, file the original of the Deed of Trust marked "Substituted Trustee's Exhibit No. 1", Note secured by said Deed of Trust marked "Substituted Trustee's Exhibit No. 2", original Declaration of Substitution of Trustee marked "Substituted Trustee's Exhibit No. 3, original Claim and Statement of Mortgage Debt by Admiral Homes Acceptance Corporation, marked "Substituted Trustee's Exhibit No. 4", and enter my appearance for the Substituted Trustee.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland
Centreville 395

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 1
Filed May 9, 1962

#43,807 RECEIVED FOR RECORD Jan. 27, 1960

Two-Five Fifty; One-Two Twenty;
One-Fifty five Cent Recordation
Stamps. Endorsed 1/27/60

CONVENTIONAL COMBINATION FORM

THIS DEED OF TRUST, Made this 26th day of January, in the year one thousand nine hundred and sixty, by and between HARRY G. STUBBS and PAULINE A. STUBBS, his wife, of Cecil County, State of Maryland, hereinafter referred to as party of the first part; and ERNEST S. COOKERLY, Trustee as hereinafter referred to, party of the second part.

WHEREAS, Harry G. Stubbs and Pauline A. Stubbs, are justly indebted unto Admiral Homes Acceptance Corp. hereinafter referred to as Beneficiary in the full sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, for money loaned for which the party of the first part has made and delivered to the Beneficiary a promissory note bearing even date with these presents, payable to the order of the Beneficiary, at its principal office located in West Newton, Pennsylvania, or at such other place, either within or without the State, as the Beneficiary of said note may in writing from time to time direct, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Interest accounting from the date hereof shall be payable monthly at the rate of 6% per annum, on the unpaid principal balance of the aforesaid note, or so much as is advanced hereunder; said principal and interest remaining unpaid shall become due and payable six (6) months from the date hereof.

SAID NOTE is countersigned by said Trustees for the purpose of identification.

WHEREAS, it is a condition precedent to the granting of the aforesaid loan by the Beneficiary to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to secure the performance of the obligations, covenants and agreements of this Deed of Trust.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part, in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, does grant, convey and assign unto the party of the second part, as Trustees, subject to provisions hereinafter provided, the following land and property, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 378 and 379 bordering on the East side of Central Drive, as shown on a plat entitled Section No. 1 of "Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49 Folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959, and recorded, or intended to be recorded, among the Land Records for Queen Anne's County, Maryland, prior hereto.

SUBJECT to the restrictions et forth in the aforementioned deed.

IT IS PARTICULARLY UNDERSTOOD AND AGREED, that the said parties of the first part, their heirs and assigns, may anticipate payment in whole or in part on the principal of said Deed of Trust at any time, provided said Deed of Trust is not in default.

Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforesaid;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUSTS:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust:

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

And upon this further trust, that upon failure to erect upon the aforesaid land within six months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a contract existing between the party of the first part and the Beneficiary, or in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable without notice, notice of such election being expressly waived, and, at the election of the Beneficiary, the party of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper printed in Queen Anne's County, State of Maryland and such other notice as said Trustees deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale the party of the second part, as Trustees, shall have the power and it shall be the duty of the party of the second part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales: Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any, to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any, of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors, and assigns, covenants and agrees as follows:

To pay the aforesaid note in accordance with its terms;

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite;

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this deed of trust;

To keep the aforesaid land and property in a good state of repair and in tenable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvement now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory of the Beneficiary; that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby;

That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefor, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both.

It is agreed that the terms party of the first part, party of the second part, Trustess and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the hands and seals of the party of the first part.

WITNESS:

PHOEBE P. ANTHONY

HARRY G. STUBBS (SEAL)
Harry C. Stubbs

PAULINE A. STUBBS (SEAL)
Pauline A. Stubbs

STATE OF MARYLAND, COUNTY OF KENT, TO WIT:

I HEREBY CERTIFY, that on this 26th day of January, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, personally appeared Harry G. Stubbs and Pauline A. Stubbs, his wife, parties of the first part herein, and acknowledged the foregoing Deed of Trust to be their act.

AS WITNESS my hand and Notarial Seal.

PHOEBE P. ANTHONY
Notary Public
Phoebe P. Anthony

My commission expires:
May 1, 1961

Notary
Public
Seal

Filed May 9, 1962

EXHIBIT NO. 2
Filed May 9, 1962

January 26, 1960

FOR VALUE RECEIVED, Harry G. Stubbs and Pauline A. Stubbs promise to pay to the order of ADMIRAL HOMES ACCEPTANCE CORPORATION, hereinafter referred to as the Beneficiary, the principal sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, together with interest at the rate of six per cent (6%) on the principal balance of this note, or so much advanced hereof, such interest being payable monthly and said principal being due and payable six (6) months from date hereof, such principal and interest thereon being payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private at the time of payment at the office of Admiral Homes Acceptance Corporation in the City of West Newton, Pennsylvania, or at such other place either within or without the State, as the Beneficiary of this Note may in writing from time to time direct.

THIS NOTE is secured by a first Deed of Trust of even date herewith and executed and delivered by Harry G. Stubbs and Pauline A. Stubbs, his wife, the makers thereof, to Ernest S. Cookerly, Trustee, conveying certain real estate and property located in Queen Anne's County, State of Maryland, therein described, said property being more particularly described in a Deed dated November 5, 1959, by Chester Harbor, Inc. to Harry G. Stubbs and Pauline A. Stubbs, his wife, and duly recorded among the Land Records of Queen Anne's County; the terms and conditions of which said Deed of Trust are made a part thereof, and controlled in the interpretation and enforcement of this Note.

IT IS HEREBY AGREED, that if default be made in the payment of the principal sum of money, together with interest thereon, as provided or if default be made in the performance of or compliance with the covenants and continue for thirty days, then in any or all of such events the entire unpaid balance of the principal of this Note, with all interest thereon then accrued, shall at the option of the Beneficiary of this Note, become due and payable and collectible on the conditions as expressly provided in said Deed of Trust, time being of the essence of this obligation.

HARRY G. STUBBS (SEAL)
Harry G. Stubbs

PAULINE A. STUBBS (SEAL)
Pauline A. Stubbs

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 3
Filed May 9, 1962

No. 47673
Re 59233 RECEIVED FOR RECORD Apr. 18, 1962

THIS DECLARATION, made this 12th day of April, 1962, by ADMIRAL HOMES ACCEPTANCE CORPORATION, a body corporate, party of the First Part, and WM. PEPPER CONSTABLE, Esquire, Substitute Trustee as hereinafter set forth, party of the Second Part.

WHEREAS, by a Deed of Trust by and between HARRY G. STUBBS and PAULINE A. STUBBS, his wife, of Cecil County, Maryland, dated the 26th day of January, 1960 and recorded among the Land Records of Queen Anne's County, in the State of Maryland, in Liber TSP No. 53 Folio 205 etc., a certain lot and parcel of ground was conveyed to ERNEST S. COOKERLY, Trustee, for the uses and purposes therein particularly set forth, securing a promissory note made to Admiral Homes Acceptance Corporation, as Beneficiary; and

WHEREAS, one of the provisions of said Deed of Trust reads as follows:

"That the Beneficiary at any time during the continuance of this trust, at the sole discretion of the Beneficiary and without specifying any reason therefore, may appoint substitute Trustees to act in the execution of this trust with the powers and duties of the Trustees designated herein, and this privilege may be exercised upon more than one occasion. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other trustee with the same legal force and effect as though executed by both."

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that in the exercise and pursuance of the powers and authority vested in it under the aforesaid provisions of said Deed of Trust, ADMIRAL HOMES ACCEPTANCE CORPORATION hereby appoints WM. PEPPER CONSTABLE as Substitute Trustee in the place and stead of ERNEST S. COOKERLY, Trustee as set forth in said Deed of Trust for the purpose of carrying out each and all of the powers, rights and duties of said Trustee under the aforesaid Deed of Trust.

AS WITNESS, the corporate signature of ADMIRAL HOMES ACCEPTANCE CORPORATION by the hand of James J. Gallagher, its President, and its corporate seal hereto affixed, attested by its Assistant Secretary.

ATTEST:

CAMILLE A. PICCIANO
Camille A. Picciano, Ass't. Sec.

ADMIRAL HOMES ACCEPTANCE CORPORATION

JAMES J. GALLAGHER
James J. Gallagher, President

Corporate
Seal

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of April, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, personally appeared James J. Gallagher, President of ADMIRAL HOMES ACCEPTANCE CORPORATION, and he acknowledged the foregoing Declaration to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

JAMES G. LYONS
James G. Lyons, Notary Public

Notary
Public
Seal

My Commission expires: Notary Public West Newton
Boro, Westmoreland, Co.,
My Commission Expires October
17, 1964

Filed May 9, 1962

SUBSTITUTED TRUSTEE'S EXHIBIT NO. 4
Filed May 9, 1962

CLAIM OF ADMIRAL HOMES ACCEPTANCE CORPORATION
WEST NEWTON, PENNSYLVANIA

April 12, 1962

Wm. Pepper Constable, Esq.
CONSTABLE, ALEXANDER & DANEKER
Attorneys-at-Law
1000 Maryland Trust Building
Baltimore 2, Maryland

RE: AHAC #2820
STUBBS, Harry G. & Pauline A., et ux
Lot #378 - #379, Section #1 of Chester Harbor
Second Election District, Queen Anne's County
State of Maryland

Dear Mr. Constable:

This is to certify that a certain Deed of Trust dated January 26, 1960 from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation and recorded on January 26, 1960 in Liber TSP No. 53, Folio 205 one of the Record Land Books of Queen Anne's County, is now in default as follows:

Principal	\$12,476.90
Insurance Premium	66.23
Interest to April 12, 1962	<u>1,312.72</u>
TOTAL AMOUNT DUE	<u>\$13,855.85</u>

Interest will accrue at the rate of \$2.09 per day.

I, Camille A. Picciano, Treasurer, do hereby swear that the above is a true and correct statement of indebtedness due to Admiral Homes Acceptance Corporation.

IN WITNESS, WHEREOF, I have hereunto affixed my hand the day and year above written.

ATTEST:

ADMIRAL HOMES ACCEPTANCE CORPORATION

JAMES J. GALLAGHER
James H. Gallagher, President

CAMILLE A. PICCIANO
Camille A. Picciano, Treasurer

Corporate
Seal

Subscribed and sworn to me, before me, this 12th day of April
a.d., 1962.

JAMES G. LYONS
James G. Lyons, Notary Public

Notary
Public
Seal

My Commission expires: Notary Public, West Newton
Boro, Westmoreland Co.,
My Commission Expires October 17, 1964

Filed May 9, 1962

PETITION
Filed May 9, 1962

IN THE MATTER OF THE
DEED OF TRUST

FROM

IN THE
CIRCUIT COURT

FOR

HARRY G. STUBBS and
PAULINE A. STUBBS, his wife

*
*
*

QUEEN ANNE'S COUNTY

to

In Equity
No. 4459

WM. PEPPER CONSTABLE,
Substituted Trustee

* * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Wm. Pepper Constable, Substituted Trustee in the above entitled case, respectfully represents unto your Honor:

1. That your Petitioner filed as an exhibit in the above entitled case, the original note from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation, dated January 26, 1960, and your Petitioner would like to withdraw said original note from the file of the Court, and file in its place a photostatic copy thereof.

AND as in duty bound, etc.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Attorney for Petitioner

Filed May 9, 1962

ORDER
Filed May 18, 1962

ORDER

UPON consideration of the above Petition, it is this 18th day of May, 1962, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,

ORDERED that Wm. Pepper Constable, Substituted Trustee, be permitted to withdraw from the file of this honorable Court the original note from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Admiral Homes Acceptance Corporation, dated January 26, 1960, filed as an exhibit in the above entitled case, provided a photostatic copy of such instrument is filed with the Clerk of the Circuit Court for Queen Anne's County in lieu thereof.

THOS J. KEATING JR
Judge

Filed May 18, 1962

MILITARY AFFIDAVIT
Filed May 24, 1962

IN THE MATTER OF THE
DEED OF TRUST

*
*
*

IN THE

CIRCUIT COURT

FOR

from
HARRY G. STUBBS and
PAULINE A. STUBBS, his wife

QUEEN ANNE'S COUNTY

to

In Equity

WM. PEPPER CONSTABLE
Substituted Trustee
1000 Maryland Trust Building
Baltimore 2, Maryland

* * * * *

MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared CAMILLE A. PICCIANO, Treasurer of ADMIRAL HOMES ACCEPTANCE CORPORATION, and made oath in due form of law that he knows the defendants 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.

CAMILLE A. PICCIANO
Camille A. Picciano
Affiant

Subscribed and Sworn to before
me this 11th day of May, 1962

JAMES G. LYONS
JAMES G. LYONS, Notary Public

Notary
Public
Seal

Notary Public, West Newton Boro, Westmoreland Co.,
MY COMMISSION EXPIRES OCTOBER 17, 1964

Filed May 24, 1962

CERTIFIED COPY OF BOND
Filed May 28, 1962

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

STANDARD ACCIDENT INSURANCE COMPANY

DETROIT

KNOW ALL MEN BY THESE PRESENTS, That we, William Pepper Constable, 1000 Maryland Trust Building, Baltimore 2, Maryland, as Principal and Standard Accident Insurance Company, a corporation of the State of Michigan, Detroit, Michigan, authorized to transact 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 Fifteen Thousand and 00/100 (\$15,000.00) Dollars to be paid to the said State or to 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 May, 1962, WPC

T.NF

Corporate
Seal

WHEREAS, the Above bounden William Pepper Constable, Substituted Trustee by virtue of the power contained in Deed of Trust form Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly bearing date of January 26, 1960 and recorded among the mortgage records of Queen Anne's County in Liber TSP No. 53, Folio 205 and William Pepper Constable 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 Pepper Constable 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 such 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 William Pepper Constable 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 herein above mentioned.

WITNESS:

JANE C RENAID

WILLIAM PEPPER CONSTABLE (SEAL)
William Pepper Constable

STANDARD ACCIDENT INSURANCE COMPANY
910 Keyser Building, Baltimore 2, Md.

SUE E. BRACY

By: T N FERCIOT
T.N. Ferciot, 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 28, 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 139, 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 28th day of May in the year nineteen hundred and sixty-two.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed June 22, 1962

REPORT OF SALE
Filed June 22, 1962

IN THE MATTER OF THE
DEED OF TRUST

From

HARRY G. STUBBS and
PAULINE A. STUBBS, HIS WIFE
to

WM. PEPPER CONSTABLE
Substituted Trustee

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IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity
No. 4459

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Wm. Pepper Constable, Substituted Trustee, in pursuance of the special power and authority vested in him as Substituted Trustee in and by a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee, dated January 26, 1960 and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 205, Wm. Pepper Constable being the Substituted Trustee; the original of said Deed of Trust and Declaration of Substitution of Trustee being duly filed in the above entitled cause, respectfully shows:

That after default had occurred under said Deed of Trust, and after having docketed the above entitled case and filed the said Deed of Trust, and after giving bond with security for the faithful performance of his duty as Substituted Trustee, which bond was duly approved, and after having complied with all the other prerequisites as required by law and the said Deed of Trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a weekly newspaper published and printed in Queen Anne's County, in the State of Maryland, for twenty (20) days preceding the day of sale, he, the said Substituted Trustee, did, pursuant to said Notice, on the 9th day of June, 1962 at 12:15 P.M., E.D.S.T., attend on the premises at or near Chestertown, Maryland, and then and there proceeded to sell said property in the manner following: that is to say; he, the Substituted Trustee, offered at public auction to the highest bidder, the property mentioned in said Deed of Trust, situate in the Second Election District of Queen Anne's County, Maryland, situate on Central Drive approximately two miles southeast of Chestertown, Maryland near Route No. 213, and known as "Chester Harbor" in Queen Anne's County, Maryland, and he, the said Substituted Trustee, sold the said property to ADMIRAL HOMES ACCEPTANCE CORPORATION for the sum of \$9,500.00, upon the terms and conditions set forth in said advertisement, and announced by the auctioneer at said sale; at which time the said ADMIRAL HOMES ACCEPTANCE CORPORATION paid to him, the said Substituted Trustee, the sum of \$1,000.00; the said ADMIRAL HOMES ACCEPTANCE CORPORATION being at that sum the highest bidder therefor; a copy of which advertisement containing the terms and conditions of sale, and a description of said property is attached hereto as a part hereof; and the terms of said sale being contained in a contract by him, the said Substituted Trustee, and the said ADMIRAL HOMES ACCEPTANCE CORPORATION, an original of which is filed herewith and prayed to be taken as part hereof, marked "Substituted Trustee's Exhibit, Contract of Sale between Wm. Pepper Constable, Substituted Trustee, Vendor, and ADMIRAL HOMES ACCEPTANCE CORPORATION, Purchaser, Vendee."

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.
Attorney for Substituted Trustee

WM. PEPPER CONSTABLE
Wm. Pepper Constable
Substituted Trustee

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of June, 1962, before me, the undersigned, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WM. PEPPER CONSTABLE, the Substituted Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true as therein stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

JANE C. RENALD
Notary Public

Notary
Public
Seal

My Commission expires: 5/6/63

Filed June 22, 1962

TRUSTEE'S SALE
- OF -
VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lots No. 378 and 379 Bordering on the East Side of Central Drive, in Section 1 of "Chester Harbor,"

BY VIRTUE of the power and authority contained in a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee, dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 205, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell

the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9th, 1962
at 12:15 P.M., E.D.S.T.

ALL THOSE lots or parcel of ground situate in the Second Election District of Queen Anne's County, Maryland, and more particularly described as following:

BEGINNING for the same in the Second Election District of Queen Anne's County, Maryland, and being known and designated as Lots 378 and 379 bordering on the East Side of Central Drive, as shown on a plat entitled Section 1 of "Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded January 27, 1960 among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 53, Folio 199.

THE improvements consist of a 24x32 1 1/2 story bevel siding dwelling with full basement; containing two bedrooms, bath and modern kitchen with built-in oven and range on first floor and two bedrooms on second floor; wood double hung windows; oil forced air heat; situate on Central Drive approximately two miles southeast of Chestertown, Maryland, near State Route No. 213.,

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of \$1,000.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE
Substituted Trustee

ROSS RHODES - Auctioneer

AFFIDAVIT OF PURCHASER
Filed June 22, 1962

IN THE MATTER OF THE
DEED OF TRUST

from

HARRY G. STUBBS and
PAULINE A. STUBBS, his wife

to

WM. PEPPER CONSTABLE
Substituted Trustee

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IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No.

* * * * *

COMMONWEALTH OF PENNSYLVANIA, WESTMORELAND COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of June, 1962, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Westmoreland County, aforesaid, personally appeared JAMES J. GALLAGHER, President of ADMIRAL HOMES ACCEPTANCE CORPORATION, THE purchaser at the foreclosure sale in this cause, and made oath in due form of law that Admiral Homes Acceptance Corporation is the purchaser and purchased the same as principal and not as agent for anyone, and that neither he nor Admiral Homes Acceptance Corporation have directly or indirectly discouraged anyone from bidding for the said Lots No. 378 and 379, Section 1 of Chester Harbor, Queen Anne's County Maryland, mentioned in the said Report of Sale.

AS WITNESS my hand and Notarial Seal.

JAMES G. LYONS
Notary Public

My Commission expires
Notary Public, West Newton Boro,
Westmoreland Co.,
My Commission Expires October 17, 1964

Notary
Public
Seal

ADMIRAL HOMES ACCEPTANCE CORPORATION

By: JAMES J. GALLAGHER
James J. Gallagher, President
Purchaser

Filed June 22, 1962

EXHIBIT AND CONTRACT OF SALE
Filed June 22, 1962

"SUBSTITUTED TRUSTEE'S EXHIBIT, CONTRACT
OF SALE BETWEEN WM. PEPPER CONSTABLE,
SUBSTITUTED TRUSTEE, VENDOR, AND
ADMIRAL HOMES ACCEPTANCE CORPORATION
PURCHASER, VENDEE"

RECEIVED this 9th day of June, 1962 of ADMIRAL HOMES ACCEPTANCE CORPORATION, the sum of One Thousand Dollars (\$1,000.00) on account of the Purchase Money of the real estate described in the annexed Notice of Sale, this day to ADMIRAL HOMES ACCEPTANCE sold, at the Public Auction on the premises in said Notice mentioned, at and for the sum of NINETY-FIVE HUNDRED Dollars (\$9500.00).

WM. PEPPER CONSTABLE
Substituted Trustee

I HEREBY AGREE that on this 9th day of June, 1962, I have purchased from Wm. Pepper Constable, Substituted Trustee, at the public auction on the premises mentioned in the annexed Notice of Sale, the real estate described in said Notice, at and for the sum of NINETY-FIVE HUNDRED Dollars (\$9500.00); and having paid the sum of One Thousand Dollars (\$1,000.00) on account of the aforesaid Purchase Money of said property, so as aforesaid by me purchased, I hereby covenant and agree to pay the remainder of said Purchase Money as follows: Balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money from date of sale to date of settlement; and in all things to comply with the terms of sale of said Notice set forth.

AS WITNESS my hand and seal.

WITNESS:

ADMIRAL HOMES ACCEPTANCE CORPORATION

CAMILLE A. PICCIANO
Camille A. Picciano, Ass't. Sec.
Corporate
Seal

By: JAMES J. GALLAGHER (SEAL)
James J. Gallagher, President

TRUSTEE'S SALE
- OF -
VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lots No. 378 and 379 Bordering on the East Side of Central Drive, in Section 1 of "Chester Harbor,"

BY VIRTUE of the power and authority contained in a certain Deed of Trust form Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee, dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, Folio 205, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9th, 1962
at 12:15 P.M., E.D.S.T.

ALL THOSE lots or parcel of ground situate in the Second Election District of Queen Anne's County, Maryland, and more particularly described as following:

BEGINNING for the same in the Second Election District of Queen Anne's County, Maryland, and being known and designated as Lots Nos. 378 and 379 bordering on the East Side of Central Drive, as shown on a plat entitled Section 1 of "Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded January 27, 1960 among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 53, Folio 199.

THE improvements consist of a 24x32 1½ story bevel siding dwelling with full basement; containing two bedrooms, bath and modern kitchen with built-in oven and range on first floor and two bedrooms on second floor; wood double hung windows; oil forced air heat; situate on Central Drive approximately two miles southeast of Chester-town, Maryland, near State Route No. 213.,.,

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of \$1,000.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, Interest to be charged on unpaid purchase money from date of sale to date of settlement, Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE
Substituted Trustee

ROSS RHODES- AUCTIONEER

ORDER NISI ON SALE

IN THE MATTER OF THE
DEED OF TRUST

from

Harry G. Stubbs and Pauline A.
Stubbs, his wife, to Wm. Pepper
Constable, Substituted Trustee

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Cause No. 4459

ORDERED, this 22nd. day of June, 1962, that the sale of the real property, made and reported in this cause by Wm. Pepper Constable, Substituted Trustee, be ratified and confirmed, on or after the 23rd. 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 16th. day of July, 1962.

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

Filed June 22, 1962

T. SORDEN PIPPIN Clerk

CERTIFICATE OF PUBLICATION OF SALE
Filed June 22, 1962

TRUSTEE'S SALE
- OF -

VALUABLE FEE SIMPLE
RESIDENCE PROPERTY

Lots No. 378 and 379 Bordering on the East Side of Central Drive, in Section 1 of "Chester Harbor."

BY VIRTUE of the power and authority contained in a certain Deed of Trust from Harry G. Stubbs and Pauline A. Stubbs, his wife, to Ernest S. Cookerly, Trustee dated January 26, 1960, and recorded on January 27, 1960 among the Land Records of Queen Anne's County in Liber T.S.P. no. 53, Folio 205, default having occurred under the terms thereof, and the Beneficiary named therein having elected that the unpaid principal and accrued interest be immediately due and payable; and having elected that the Trustee sell the property described therein, the undersigned Substituted Trustee will offer for sale at public auction, on the premises, on

SATURDAY, JUNE 9th, 1962
at 12:15 P.M., E.D.S.T.

ALL THOSE lots or parcel of ground situate in the Second Election District of Queen Anne's, Maryland, and more particularly described as follows:

BEGINNING for the same in the Second Election District of Queen Anne's County, Maryland, and being known and designated as Lots Nos. 378 and 379 bordering on the East side of Central Drive, as shown on a plat entitled Section 1 of "Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING a part of the land conveyed to Harry G. Stubbs and Pauline A. Stubbs, his wife, by Chester Harbor, Inc., by deed dated November 5, 1959 and recorded January 27, 1960 among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 53, Folio 199.

THE improvements consist of a 24x32 1½ story bevel siding dwelling with full basement; containing two bedrooms, bath and modern kitchen with built-in-oven and range on first floor and two bedrooms on second floor; wood double hung windows; oil forced air heat; situate on Central Drive approximately two miles southeast of Chestertown, Maryland, near State Route No. 213.,,

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of \$1,000.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

Residence open for inspection from 9:00 A.M. on day of sale.

WM. PEPPER CONSTABLE
Substituted Trustee

ROSS RHODES- Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 22, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the TRUSTEE'S SALE Lots No. 378 and 379 in the case/estate of Harry G. Stubbs and Pauline A. Stubbs a true copy of which is annexed hereto, was published at

Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 9th day of June, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of May 1962, and the last insertion on the 7th day of June, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed June 22, 1962

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed July 23, 1962

ORDER NISI ON SALE

IN THE MATTER OF THE
DEED OF TRUST

from

Harry G. Stubbs and Pauline A.
Stubbs, his wife, to Wm. Pepper
Constable, Substituted Trustee

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

Cause No. 4459

ORDERED, this 22nd day of June, 1962, that the sale of the real property, made and reported in this cause by Wm. Pepper Constable, Substituted Trustee, be ratified and confirmed, on or after the 23rd 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 16th day of July, 1962.

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

T. SORDEN PIPPIN, Clerk

Filed: June 22, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 19, 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 Harry G. Stubbs and Pauline A. Stubbs 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 3t successive weeks before the 23rd 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

File July 23, 1962

FINAL ORDER RATIFYING SALE
Filed Aug. 6, 1962

IN THE MATTER OF THE
DEED OF TRUST

from

HARRY G. STUBBS and
PAULINE A. STUBBS, HIS WIFE,

to

WM. PEPPER CONSTABLE,
Substituted Trustee.

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IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4459

FINAL ORDER OF RATIFICATION ON SALE OF TRUSTEE

ORDERED by the Circuit Court of Queen Anne's County, this 6th day of August, 1962, that the sale made and reported by Wm. Pepper Constable, Substituted Trustee, be, and is hereby, finally ratified and confirmed, no cause to the con-

trary 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 the auditor.

GEORGE B. RASIN JR
JUDGE

FILED: Aug. 6, 1962

AUDIT
Filed Oct. 15, 1962

IN THE MATTER OF THE DEED
OF TRUST FROM HARRY G. STUBBS
AND PAULINE A. STUBBS, HIS WIFE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

VS.

WM. PEPPER CONSTABLE,
SUBSTITUTED TRUSTEE

IN EQUITY No. 4459

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this audit is stated at the request of Wm. Pepper Constable, Substituted (and Vendor) of the deed of trust 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 allowed the following expenses, to wit: his commissions for making sale with the excess of the same being waived, the court costs, the bond premium, the auctioneer's charge for his services, the costs of advertising the advertisement of sale, the order nisi of sale, and the audit nisi to be passed as to this account, the fee of your auditor for stating this account, the 1962 state and county taxes, and the balance was directed to be distributed to the said Vendor as a partial payment on said indebtedness.

3. The net proceeds, after deduction of the above expenses, was in the sum of \$8,790.75, and the same was directed to be credited as a partial payment on the total indebtedness due under the deed of trust of \$13,855.85 per claim filed in this cause, whereby it appears there is a deficiency in the sum of \$5,065.10.

Respectfully submitted,

J THOMAS CLARK
Auditor

October 11, 1962

Filed Oct. 15, 1962

Cause No. 4459

The proceeds of the sale of real estate sold under a Deed of Trust and reported in this cause, in account with Wm. Pepper Constable, Substituted Trustee (and vendor of said land)

Cr.

1962
Aug. 6 By proceeds of the sale of said land, per report
of said vendor, to wit: ----- \$9,500.00

Dr.

To Wm. Pepper Constable, Substituted Trustee,
(and vendor) his commissions for making
sale, per terms of deed of trust and order
of court, excess being hereby waived by
vendor, the sum of ----- \$300.00

To do., for an amount due Clerk of this Court,
per statement of same exhibited, to wit:
1-Costs to T. Sorden Pippin, Clerk \$41.20
2- Appearance fee of B.H. Turner, Atty. 10.00 51.20

To do., for an amount paid Poor, Bowen,
Bartlett and Kennedy, Inc., Agent,
for the premium on the corporate surety
bond filed in this cause, per receipt
for same exhibited, to wit: ----- 60.00

To do., for amounts paid Queen Anne's
Record-Observer, per its' receipts
for same exhibited, to wit:
1-Costs of publishing advertisement \$64.00
of sale -----
2-Costs of publishing order nisi of
sale ----- 14.00 78.00

To do., for an amount paid Ross Rhodes, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:--	35.00	
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for vendor's share of 1962 taxes, state and county, on the real estate sold in this cause, per receipt for same exhibited, to wit: -----	101.05	
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 -----	72.00	
To Wm. Pepper Constable, Substituted Trustee, on behalf of his beneficiary, Admiral Homes Acceptance Corp., as a partial payment due under terms of deed of trust foreclosed in these proceedings, total debt being in the sum of \$13,855.85, per claim filed, the balance or the sum of -----	8,790.75	
	<u>\$9,500.00</u>	<u>\$9,500.00</u>

October 11, 1962

J THOMAS CLARK
Auditor

Filed Oct. 15, 1962

NISI RATIFICATION OF AUDIT
Filed Oct. 15, 1962

NISI RATIFICATION OF AUDIT

IN THE MATTER OF THE DEED OF TRUST
FROM HARRY G. STUBBS AND PAULINE A.
STUBBS, HIS WIFE

VS.

WM. PEPPER CONSTABLE, SUBSTITUTED
TRUSTEE

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4459

ORDERED, this 15th. day of October, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd. 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 26th. day of October, 1962.

T. SORDEN PIPPIN Clerk

Filed October 15, 1962

CERTIFICATE OF PUBLICATION OF
RATIFICATION OF AUDIT
Filed Nov. 5, 1962

NISI RATIFICATION OF AUDIT

In The Matter Of The Deed of
Trust From Harry G. Stubbs,
and Pauline A. Stubbs, his wife

vs.

Wm. Pepper Constable, Sub-
stituted Trustee

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

Cause No. 4459

ORDERED, this 15th day of October, 1962, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd 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 26th day of October, 1962.

T. SORDEN PIPPIN, Clerk

Filed: October, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 30, 1962

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 Harry G. Stubbs and Pauline A. Stubbs 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 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 26th day of October, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of October, 1962, and the last insertion on the 25th day of October, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed No. 5, 1962

FINAL ORDER OF RATIFICATION
Filed Nov. 7, 1962

IN THE MATTER OF THE DEED OF TRUST FROM HARRY G. STUBBS AND PAULINE A. STUBBS, HIS WIFE

vs.

WM. PEPPER CONSTABLE, SUBSTITUTED TRUSTEE.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4459

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 7th day of Nov. 1962, 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 Wm. Pepper Constable, Substituted Trustee, is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest, as the same may hereafter be received.

THOS J KEATING JR
JUDGE

Filed Nov. 7, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of December in the year nineteen hundred and Thirteen, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

JAMES T. BRIGHT, Assignee	)	IN THE CIRCUIT COURT
vs.	)	FOR
ROLAND C. PARKS	)	QUEEN ANNES COUNTY

WM. F. WATSON, Clerk,

Your will docket suit as per above titling and make certified copy of mortgage, filed same in this cause.

JAMES T. BRIGHT
Atty for Assignee

BOND WITH SECURITY APPROVED
Filed December 9, 1913

KNOW ALL MEN BY THESE PRESENTS; THAT we, James T. Bright, of the town of Centreville, in Queen Anne's County, in the State of Maryland, and the NEW ENGLAND CASUALTY COMPANY, a body corporate, incorporated under the laws of the State of Massachusetts, duly authorized to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this Ninth day of December, in the year Nineteen hundred and thirteen.

WHEREAS the above bounden James T. Bright, as assignee thereof, is about to execute a power of sale contained in a mortgage from Roland C. Parks and Nora Parks, his wife, to Jr John Benton, bearing date the 29th day of August, in the year Nineteen hundred and ten, and recorded in Liber S.S. #8, folios 415 &c, a Land Record Book for Queen Anne's County, and assigned to the said James T. Bright.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden James T. Bright 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 mortgage premises or the proceeds thereof, then the above obligations shall be void, otherwise to remain in full force and virtue in law.

JAMES T. BRIGHT (SEAL)

Signed, Sealed and delivered
in the presence of

A. A. M. DEWING

NEW ENGLAND CASUALTY COMPANY,
by CHAS. E. TUCKER
Its Agent and Attorney in fact.

Corporate
Seal

CERTIFIED COPY OF MORTGAGE
Filed December 9, 1913

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Sixteenth day of September in the year nineteen hundred and ten, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 29th day of August in the year nineteen hundred and ten, 1910 by Roland C. Parks and Norah Parks, his wife, of Queen Anne's County in the State of Maryland. Whereas we the said Roland C. Parks and Norah Parks, his wife, are indebted unto Dr. John R. Benton of Kent Island, Queen Anne's County, in the full and just sum of Four Hundred Dollars (\$400.00) current money of the State of Maryland, with interest thereon until paid. The said amount of four hundred dollars being secured by promissory notes for principal and interest for two years from above date, said notes to be paid as they fall due.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, we, the said Roland C. Parks and Nora Parks, his wife, do hereby grant and convey unto Jr. John R. Benton, in fee simple, one house and lot of land, to wit: ALL that lot or parcel of land situated, lying and being on the right hand side of the public road in the 5th Election District of Queen Anne's Co., State of Maryland, known as "Block Lane" and between the said public road known as "Block Lane," and the Maryland, Delaware and Virginia Railroad tracks, and in the corner of the tract of land decreed to be sold by the Circuit Court of Queen Anne's Co and, in Equity, passed on the twenty third day of February in the year nineteen hundred and ten, in the case of Roland C. Parks, Plaintiff vs. Minnie E. Curlett, John F. Curlett, her husband, Christopher Parks, et. al. Defendant etc etc, and situated in the corner of the above named whole tract nearest to the "Jackson Creek Road", and containing one and one quarter acres of land, more or less, and whereon stands the new store house and dwelling erected by Roland C. Parks and being the lot of land described as Lot No. 1. as the first described lot or parcel of land in the advertisement and Report of Sales filed in the aforesaid Chancery Case or Cause No. 1874 filed and pending in the Circuit Court of Queen Anne's Co. and, Together with all rights, roads, ways, waters, privileges and advantages thereto belong-

ing or in anywise appertaining, Provided that if the said Roland C. Parks and Nora Parks, his wife or their agent, heirs, executors, administrators or assigns shall pay unto Dr. John R. Benton, his heirs executors, administrators or assigns the said interest notes each six months from date of this mortgage and the said sum of four hundred dollars (\$400.00) loaned at the end of two years from the date of this mortgage on August the 29th nineteen hundred and twelve, 1912, and shall perform all the covenants and conditions herein or their part to be performed, then this mortgage shall be void; and until default the said Roland C. Parks and Nora Parks, his wife, or their heirs and assigns shall possess said property. And Roland C. Parks and Nora Parks his wife, 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, or any part thereof, and in insure, and pending this mortgage to keep insured the improvements on said premises to the amount of six hundred dollars (\$600.00) and to have the policy so framed or endorsed, that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgage 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 or condition in this mortgage, then the whole debt intended hereby to be served, all money owing hereunder or secured hereby shall be due and demandable, and the said John R. Benton his wife or their legal representatives or assigns or are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale in a newspaper published in Queen Anne's County, Maryland, 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 and to be secured by the notes of the purchaser with approved securities and to apply the proceeds to the payment of first, all expenses incident to such sale (including compensation to the person making the sale the same as to Trustees in Equity): second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to Roland C. Parks or whoever may be entitled to the same,

WITNESS our hands and seals

TEST: T. A. TOLSON

ROLAND C. PARKS (SEAL)

NORA PARKS (SEAL)

STATE OF MARYLAND, COUNTY, to wit:

I hereby certify that on this twenty ninth day of Aug. in the year nineteen hundred and ten before the subscriber a Justice of the Peace of the State of Maryland, in and for County, aforesaid, personally appeared Roland C. Parks and Nora Parks, his wife, and acknowledged the foregoing mortgage to be their act.

T. A. TOLSON J.P.

STATE OF MARYLAND, COUNTY, to wit

I hereby certify that on this 29th day of Aug. in the year nineteen hundred and ten before the subscriber, a Justice of the Peace of the State of Maryland, in and for County, aforesaid, personally appeared Dr. John R. Benton, and made oath on the Holy Evangely of Almighty God that the consideration stated in the foregoing mortgage is true and bona as herein set forth.

T. A. TOLSON J.P.

QUEEN ANNES COUNTY, to wit: be it remembered that on the ninth day of December, in the year nineteen hundred and thirteen, the following assignment was brought to be recorded, to wit:

For value received, I do hereby assign the within and foregoing mortgage to James T. Bright for purposes of foreclosure and collection.

Witness my hand and and seal this 15th day of October in the year nineteen hundred and thirteen.

TEST: L. H. MEREDITH

JON. R. BENTON (SEAL)

STATE OF MARYLAND, QUEEN ANNES COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S.S. No. Eight, folio 415 &c., a Land Record Book for Queen Annes County

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 9th day of December A.D. 1913

Wm. F. WATSON, Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed

ASSIGNEE'S SALE
- OF VALUABLE -
STORE PROPERTY AND REAL
ESTATE
IN WINCHESTER, QUEEN ANNE'S COUNTY, MD.

By virtue of the Power of Sale contained in the mortgage from Roland C. Parks and wife to John R. Benton, and assigned to James T. Bright, dated August 29th, 1910, and recorded in Liber S.S. No. 8, folio 415, a Land Record Book for Queen Anne's County, default having been made in said mortgage, the undersigned, as Assignee of said Mortgage, will sell at public sale, in front of the Court House door, in Centreville, Queen Anne's County, Maryland, on

TUESDAY, DECEMBER 9, 1913
AT 1:30 O'CLOCK P.M.

ALL THAT LOT,

or Parcel of Land, situate, lying and being in or near Winchester, on the right hand side of the public road in the Fifth Election District of Queen Anne's County aforesaid, known as "Block Lane" and between the said public road known as "Block Lane" and the Maryland, Delaware & Virginia Railway track and in the corner of the Tract of Land decreed to be sold by the Circuit Court for Queen Anne's County in equity, passed on the 23rd day of February, in the year nineteen hundred and ten, in the case of Roland C. Parks, vs. Minnie E. Curlett, et. all, and situated in the corner of the above named whole tract nearest of Jackson's Creek road, and containing

1 $\frac{1}{4}$ ACRES OF LAND

More or Less, and whereon stands the New Store House and Dwelling erected by Roland C. Parks, and being the Lot of Land described as Lot No. 1, as the first described Lot or Parcel of Land in the advertisement and report of sales filed in Chancery No. 1874. Improved by a New

FRAME DWELLING AND LARGE STORE HOUSE

and necessary Outbuildings.

TERMS OF SALE. -One-half of the purchase money in cash on day of sale, and the balance in two equal installments of six and twelve months from day of sale with interest therefrom, and the payment of same with interest to be secured by note of the purchaser with surety or sureties to be approved by the Assignee, or the Whole in cash with interest from day of sale at the option of the purchaser on the final ratification of the sale by the court.

JAMES T. BRIGHT, Assignee.

Geo. A. Whiteley, Auct.

Centreville, Md., Dec. 12 1913

I hereby certify that the advertisement in the case of J. T. Bright Assignee of Roland C. Parks 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 (1st insertion Nov. 15 (1913) before the 9th day of December 191_

E. H. BROWN, JR.

REPORT OF SALE
Filed Sept. 29, 1914

James T. Bright, Assignee of mortgage	*	In the Circuit Court for
	*	Queen Anne's County
vs	*	In Equity.
Roland C. Parks and C. Parks, his wife	*	Chancery No.

The report of James T. Bright, Assignee named in Mortgage, to Your Honors, respectfully shows:

That in and by virtue of a power of sale contained in a mortgage from Roland C. Parks and wife, to John R. Benton, and assigned to James T. Bright said mortgage bearing date the 29th day of August, nineteen hundred and ten, and recorded in Liber S. S. No. 8, Folio 415, a Land record book for Queen Anne's County, default having been made in the covenants and conditions of said mortgage, the said James T. Bright, Assignee as aforesaid, having given more than three weeks, time prescribed by said mortgage, of the time, place, manner and terms of sale, by advertisement in the Centreville Record, a newspaper printed and published at Centreville, in Queen Anne's County aforesaid, and having given bond for the faithful performance of the trust reposed in him by said power of sale, pursuant to said notice did attend in person in the town of Centreville, in Queen Anne's County aforesaid, in front of the Court House door in said town, on Tuesday, December the ninth, in the year nineteen hundred and thirteen, at the hour of 1:30 o'clock P.M., and then and there proceeded to sell the property covered by said mortgage, at public auction, as follows: Your Assignee named in mortgage offered at public auction to the highest bidder, the following real estate, to wit: ALL that lot, or parcel of land, situate, lying and being in or near Winchester, on the right hand side of the public road in the Fifth Election District of Queen Anne's County aforesaid, known as "Block Lane" and between the said public road known as "Block Lane" and the Maryland, Delaware and Virginia Railway track and in the corner of the tract of land decreed to be sold by the Circuit Court for Queen Anne's County in equity, passed on the 23rd day of February, in the year nineteen hundred and ten, in the case of Roland C. Parks vs. Minnie E. Curlett, et al, and situated in the corner of the above named whole tract nearest to Jackson's Creek road, and containing one and one fourth acres of land, more or less, and whereon stand the new store house and dwelling

erected by Roland C. Parks, and being the lot of land described as Lot No. 1, as the first described lot or parcel of land in the advertisement and report of sales filed in Chancery No. 1874. Improved by a new frame dwelling and large store house and necessary outbuildings, and sold the same to H. I. Freeman, he being then and there the highest bidder therefor, at and for the sum of eight hundred and twenty-five dollars. The purchaser has not complied with the terms of sale, but will do so upon final ratification thereof.

JAMES T. BRIGHT
Assignee named in mortgage.

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

I hereby certify that on this 29th day of Sept., in the year nineteen hundred and thirteen, before me, the Subscriber, a Clerk of the Circuit Court of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, the Assignee named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing sale, are true as therein set forth to the best of his knowledge and belief, and the sale therein reported was fairly made.

Wm. F. WATSON
Clerk of the Circuit Court

ORDER NISI
Filed Sept. 29, 1914

NISI

JAMES T. BRIGHT, Assignee of
Mortgage

VS.

ROLAND C. PARKS and
C. PARKS, his wife

) IN THE CIRCUIT COURT FOR QUEEN ANNE'S
)
) COUNTY, IN EQUITY.

) CHANCERY NO. 2065
)

ORDERED, this 29th day of September A.D., 1914, that the sale of the Real Estate made and reported in this cause by James T. Bright, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of November next.

The report states the amount of sale to be \$825.00.

Wm. F. WATSON Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed January 19, 1916

NISI

James T. Bright, Assignee of
Mortgage

vs.

Roland C. Parks and C. Parks,
his wife.

In the Circuit Court for Queen
Anne's County, in Equity,
Chancery No. 2065.

ORDERED, This 29th day of Sept. A.D., 1914, that the sale of the Real Estate made and reported in this cause by James T. Bright Assignee of Mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th 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 4th day of November next.

The Report states the Amount of sales to be \$825.00.

True Copy-
Test:
Filed September 29th, 1914.

Wm. F. WATSON, Clerk.

Wm. F. Warson, Clerk.

Centreville, Md., Jan 19th 1916

I hereby certify that the adver attached order nisi in the case of James T. Bright, Assignee vs. Roland C. Parks and C. Parks, his wife 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 4th day of November 1914.

E. B. GOLDSBOROUGH

ORDER
Filed January 24, 1916

James T. Bright, Assignee in Mortgage	*	In the Circuit Court
	*	For Queen Anne's County
vs.	*	In Equity
Roland C. Parks, and Parks, his wife	*	Chancery No. 2065

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of January in the year nineteen hundred and sixteen, that the sale made and reported by James T. Bright, Assignee 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 the Auditor.

PHILEMON B. HOPPER

Filed January 24th 1916

STATEMENT OF MORTGAGE DEBT
Filed Jan 24, 1916

Bright, Assignee

VS

Parks

STATEMENT OF MORTGAGE DEBT.

Amount of principal -----\$400.00
 Interest from February 28th, 1912 ----- .

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 24th day of January in the year Nineteen hundred and sixteen before me, the subscriber, a CLERK of the CIRCUIT COURT for QUEEN ANNE'S COUNTY, personally appeared James T. Bright, attorney for the Mortgagee in this Cause and made oath in due form of law that the foregoing statement of the mortgage debt is just and true to the best of his knowledge and belief: and also made oath that he was acquainted with the facts pertaining to the payment of either principal of mortgage in this case on account of the interest payments having been made to him.

Wm. F. WATSON
 CLERK OF THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY.

PETITION AND ORDER OF COURT
Filed August 25, 1921

PETITION and ORDER OF COURT

In the Matter of the Estate of
 Harrison A. Freeman
 Deceased,

In the
 Orphans Court
 of
 Baltimore City

----- " -----

To the Honorable, The Judges of said Court,

The petition of Margaret W. Freeman, administratrix of the estate of the above deceased, respectfully represents.

1. That on or about the 29th day of November, 1915, your petitioner filed in this Honorable Court a petition stating that said Harrison A. Freeman during his lifetime was seized of a piece of real estate situate in Queen Anne County, Maryland, and that said Harrison A. Freeman in his lifetime sold said piece of real estate to one Roland C. Parks, but departed this life before executing and delivering a deed to said purchaser.

2. That this Honorable Court forthwith passed an order dated November 29th, 1915, authorizing your petitioner to execute and deliver a deed of said real estate to said purchaser, Roland C. Parks.

3. Your petitioner now represents that at the time of filing the petition aforesaid she was under a misapprehension that said Roland C. Parks was the purchaser, whereas in fact his wife Nora Parks was in fact the actual purchaser, and the deed executed by your petitioner conveyed said property to her. That the said Nora Parks has since conveyed her interest in said property, the deed conveying the same having been signed by both her and her husband Roland C. Parks. That for the purpose of avoiding any possible question of title to said property the present owner thereof has requested your petitioner to have the Order of Court heretofore passed on the 29th day of November, 1915, changed by interlineation inserting the name of Nora Parks in the place and stead of Roland C. Parks.

Your petitioner therefore prays that this Honorable Court will pass

an order directing the Clerk to make said interlineation and change on the proceedings docket of this Court.

And is in duty, etc.

Margaret N. Freeman

Sworn to before me this 27th day of July, 1921.

Henry L. Wortche
Notary Public

I hereby assent to the passage of an Order as herein prayed.

Roland C. Parks.

Upon the foregoing petition and affidavit it is by the Orphans' Court of Baltimore City this 16th day of August 1921, Ordered that the name of Nora Parks be inserted in the place and stead of Roland C. Parks on the order set forth in the foregoing petition, and that the change be accordingly mae on the proceedings docketsof this court.

Judges (Harry C. Gaither
(William M. Dunn

MARYLAND
SEAL

STATE OF MARYLAND

Baltimore City, ss.

I, HOWARD W. JACKSON, Register of Wills, and by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Petition and Order of Court. Estate of Harrison A. Freeman late of said city, deceased, taken from Proceedings Liber HWJ No. 131 folio 564 - being one of the Records, filed, recorded, kept in the office of Register of Wills for Baltimore City.

ORPHANS
COURT
SEAL

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 19th day of August in the year of our Lord nineteen hundred and twenty one.

HOWARD W. JACKSON
Register of Wills for
Baltimore City.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Third day of June, in the year nineteen hundred and sixty, the following ORDER TO DOCKET SUIT was filed for record, 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
DUDLEY F. EWING and MELVA C.	:	IN EQUITY No. 4318
EWING, his wife	:	
Chester, Maryland	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	

TO THOMAS SORDEN PIPPIN, CLERK

Mr. Clerk:

Please docket suit for the foreclosure of the Mortgage from DUDLEY F. EWING and MELVA C. EWING, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated February 13, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26, Folio 468, 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

MILITARY AFFIDAVIT
Filed June 3, 1960

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this day of May, 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 Dudley F. Ewing and Melva C. Ewing, his wife of Chester, 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 have they been in such service within three months prior hereto.

Witness my hand and Notarial Seal.

Notary
Public
Seal

ELSIE CURTIS
Elsie Curtis, Notary Public

STATEMENT OF MORTGAGE CLAIM
Filed June 3, 1960

WILLIAM F. PODLICH,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
-vs-	:	FOR QUEEN ANNE'S COUNTY
DUDLEY F. EWING and	:	IN EQUITY
MELVA C. EWING, his wife	:	NO. 4318

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 DUDLEY F. EWING and MELVA C. EWING, his wife, dated February 13, 1956, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 26, Folio 468.

Original Loan -----	\$ 14,700.00
Amount repaid -----	1,300.08
Loan Balance -----	\$ 13,399.92
Expense Account Deficit -----	1.15
	<u>\$ 13,401.07</u>

Interest on unpaid principal of Mortgage
Debt to September 5, 1960, at 4½% (60 days
beyond date of sale, per Art. 66, Sec. 8,
1957 Code - provided Auditor's Account is
not ratified prior to September 5, 1960)-- 460.65

\$ 13,861.72

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 2nd day of June, 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.

Notary
Public
Seal

ELSIE CURTIS
ELSIE CURTIS Notary Public

Filed June 3, 1960

EXHIBIT NO. 1
Filed June 3, 1960

#37,145 LIBER 26 PAGE 468
RECEIVED FOR RECORD Feb. 23, 1956

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 13th day of February, A.D. 1956, by and between DUDLEY F. EWING and MELVA C. EWING, his wife, of Queen Anne County, in the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the UNITED STATE 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 Fourteen Thousand Seven Hundred and 00/100 Dollars (\$14,700.00), 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 AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eighty-one and 75/100 Dollars (\$81.75), commencing on the first day of March, 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 the first day of February, 1981. Privilege is reserved to repay 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 premissible 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 Fourth Election District of Queen Anne's County, in the State of Maryland, to wit:

Lot No. 1 of Block F as shown on a Plat intitled "PLAT OF HARBOR VIEW" prepared by William D. Purdum, Registered Surveyor, dated August 6, 1953, and now of record 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 C. Roy Hubscher and A. La Rue Ferguson, co-partners, trading as Tidewater Builders of Queen Anne's County, unto the Mortgagors herein.

The Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 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:

TO HAVE AND TO HOLD the above described property and improvements

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 modified by an Agreement between the above parties and others dated October 29, 1952, and recorded among the aforesaid Land Records in Liber TSP No. 7, Folio 304.

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 costs, charges, commissions and expenses as herein provided. When this mortgage shall have been duly 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:
 - (1) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (11) interest on the indebtedness secured hereby; and
 - (111) 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 and 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 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) 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 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 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 twenty days) and the said Mortgagor hereby authorized and directs the said Mortgagee, its successors or assigns, or William F. Podlich, 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 Thirty-five 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:

THELMA B. BREEDEN
(Thelma B. Breedon)

DUDLEY F. EWING (SEAL)
(Dudley F. Ewing)

MELVA C. EWING (SEAL)
(Melva C. Ewing)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 13th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DUDLEY F. EWING and MELVA C. EWING, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared JOHN L. FISHER, the President of the within body corporate, Mortgage, 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.

My commission expires May 6, 1957.

THELMA B. BREEDEN
Notary Public
(Thelma B. Breedem)

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

I HEREBY CERTIFY, that the a foregoing is truly taken and copied from Liber T.S.P. No. 26, folio 468, 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 3rd day of June in the year nineteen hundred and sixty.

TE SORDEN PIPPIN
Clerk

CERTIFIED COPY OF BOND
Filed June 24, 1960

Queen Anne's County, to wit: Be it remembered that on this Twenty-fourth day of June 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. 16 535 60

WILLIAM F. PODLICH,
Attorney Named in Mortgage

vs.

DUDLEY F. EWING and
MELVA C. EWING, his wife.

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, 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 Two Thousand Five Hundred and 00/100 --- Dollars (\$2,500.00), 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 1st day of July, 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 Dudley F. Ewing and Melva C. Ewing his wife to Aurora Federal Savings and Loan Association bearing date the day of February 13, 1956, 19 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26 Folio 468 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 bounded 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
E lsie Curtis

UNITED STATES FIDELITY AND GUARANTY
COMPANY

CAROL A. SEITZ
Witness as to Surety

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

Corporate
Seal.

The Mortgage in this case is guaranteed by the Administrator of Veterans Affairs under the Serviceman's Readjustment Act of 1944, as amended. In the event that a sale of the

mortgaged property is made to a purchaser other than the Mortgagee, the penalty of the bond filed in this case shall be increased to an amount sufficient to cover the amount of the sale.

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

Security approved and Bond filed June 24, 1960

T. SORDEN PIPPIN, 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 26, 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 24th day of June in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

ADDITIONAL BOND
Filed July 14, 1960

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

ADDITIONAL

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

WILLIAM F. PODLICH,
Attorney Named in Mortgage

vs.

DUDLEY F. EWING, and
MELVA C. EWING

BOND OF Attorney

TO SELL Real Estate

Bond No. 15 -598-60

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 Eleven Thousand Eight Hundred and 00/100 --- Dollars (\$11,800.00), 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 7th day of July, 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 Dudley F. Ewing and Melva C. Ewing, his wife to Aurora Federal Savings and Loan Association bearing date the 13th day of February, 1956 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26 Folio 468 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 bounded 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

UNITED STATES FIDELITY AND
GUARANTY COMPANY

CAROL A. SEITZ
Witness as to Surety

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 Bond filed July 14, 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 31, 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 14th day of July in the year nineteen hundred and sixty.

T. SORDEN PIPPIN

Clerk

REPORT OF SALE OF REAL ESTATE
Filed July 14, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage

-vs-

DUDLEY F. EWING and
MELVA C. EWING, his wife

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

DOCKET 2 - FOLIO 62 - NO. 4318

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Default having occurred in the terms of the mortgage from Dudley F. Ewing and Melva C. Ewing, his wife, dated February 13, 1956, unto Aurora Federal Savings and Loan Association and recorded among the Land Records of Queen Anne's County in Liber TSP No. 26, Folio 468, the undersigned Attorney Named in Mortgage, having authority to exercise the power of sale the rein 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 Two Thousand Five Hundred (\$2,500.00) Dollars, with surety duly approved by the Clerk of this Court, did attend, in front of the Court House Door, in the Twon of Centreville, Queen Anne's County, Maryland, on Tuesday, July 5, 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 Helen Franzke (widow), she being then and there the highest bidder therefor, at and for the sum of Fourteen Thousand Three Hundred and 00/100 (\$14,300.00) 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 she 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 Fourteen Thousand Three Hundred and 00/100 (\$14,300.00) Dollars.

Respectfully submitted,

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 11th day of July, 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

Notary Public

Filed July 14, 1960

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 14, 1960

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

ATTORNEY'S SALE
OF
VALUABLE IMPROVED FEE S IMPL
REAL ESTATE
SITUATED

On the Northeast corner of Chester Drive and Harbor 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 February 13, 1956, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 26, folio 468, from Dudley F. Ewing and Melva C. Ewing, 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, JULY 5, 1960
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:

BEING KNOWN AND DESIGNATED as Lot No. 1, Block F, as shown on a Plat, entitled "Plat of Harborview" prepared by William D. Purdum, Registered Surveyor, dated August 6, 1952, and now of record 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 six rooms, one bath, breezeway and one car frame garage.

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 of 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. 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

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 14, 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/estate of Dudley F. Ewing and Melva C. Ewing, 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 5th day of July, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of June 1960, and the last insertion on the 30th day of June, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By GAIL SCHAEFFER

ORDER NISI on sale
Filed July 14, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage

vs.

DUDLEY F. EWING and
MELVA C. EWING, his wife

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4318

ORDERED, this 14th. day of July, 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 15th. day of August, 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 8th. day of August, 1960.

The report states the amount of sales to be \$14,300.00.

T. SORDEN PIPPIN Clerk

Filed July 14, 1960

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 11, 1960

ORDER NISI ON SALE

William F. Podlich,
Attorney Named in Mortgage

vs.

Dudley F. Ewing and
Melva C. Ewing, his wife

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

Cause No. 4318

ORDERED, this 14th day of July, 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 15th day of August, 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 8th day of August 1960.

The report states the amount of sales to be \$14,300.00.

Filed July 14, 1960
True Copy

T. SORDEN PIPPIN, Clerk
T. SORDEN PIPPIN, Clerk

Test:

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 11, 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, Att., vs. Dudley F. Ewing and Melva, his wife in the Circuit Court for Queen Anne's County In Equity Cause No. 4318 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 August, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of July 1960, and the last insertion on the 4th day of August, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By E A DADDS

Filed Aug. 11, 1960

** (FINAL ORDER OF RATIFICATION will be found on page 164)

AUDIT
Filed Aug. 27, 1960

William F. Podlich, Attorney
Named in Mortgage

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

vs.

Dudley F. Ewing and
Melva C. Ewing, his wife

No. 4318

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 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 proceedings and the amount due under the mortgage. The Mortgage deficiency appears to be in the sum of \$96.31.

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 fire insurance premiums 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 vendor's share of 1960 state and county taxes on the realty sold herein, his fee for his services and commissions, not waived by said vendor, 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 the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

August 25, 1960

J THOMAS CLARK
Auditor

Filed Aug. 27, 1960

Cause No. 4318

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			
July 5	By proceeds of the sale of land , per report of vendor, to wit:	\$14,300.00	
	By interest on unpaid balance of purchase price, per statement		
	of vendor, to wit:-----		63.98

By refund of unearned portion of fire insurance premiums, per statement
of vendor, to wit: ----- 22.46
By gross proceeds of said sale, to wit:-----\$14,386.44

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, with excess over and
above sum herein allowed be-
ing waived, as per waiver
filed herewith and made a
part hereof -----215.00 \$250.00

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---- \$32.75
2-Appearance fee of Wm. F. Podlich,
Attorney ----- 10.00 42.75

To do., for an amount paid Bland, Dugan &
McMillian, Inc., Agent, for the premium
on the corporate surety bond and addition-
al bond filed in this cause, per receipts
for the same exhibited, to wit:----- 57.20

To do., for an amount paid J. A. Jackson, Jr.,
Auctioneer, for crying said sale, per re-
ceipt for 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 for publishing advertisement
of sale ----- \$82.50
2-Costs for publishing nisi of sale--- 11.77 94.27

To do., for an allowance for an amount due as
Vendor's share of 1960 State and County
taxes, per statement of Vendor, to wit: ----- 78.81

August 25, 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 ----- 63.00

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 \$13,861.72, as per statement of
mortgage indebtedness filed in this cause,
the balance, or the sum of ----- 13765.41

\$14386.44 \$14,386.44

August 25, 1960

J THOMAS CLARK
Auditor

Filed Aug. 27, 1960

PLaza 2-2850

WILLIAM F. PODLICH
ROBERT F. PODLICH
ATTORNEYS AT LAW
Meyerhoff Building
Charles Street At Saratoga
Baltimore 1, Maryland

August 26, 1960

William F. Podlich, Attorney Named in Mortgage : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNES COUNTY
: Case 4318 In Equity
Dudley F. Ewing and wife :

J. Thomas Clark, Esq., Auditor,
Centreville, Maryland.

Dear Mr. Clerk:

In connection with your statement of the Auditor's Account to be filed in the above en-
titled matter, I hereby waive all Attorney's Commissions, ordinarily allowable in such
accounts, which are in excess of the sum of \$215.00, and you are requested to make a
net allowanecd to me in the Auditor's Account in the sum of \$215.00, in full for all

attorney's commissions (exclusive, however, of a \$35.00 attorney's fee permitted to be allowed under the terms of the mortgage).

Very truly yours,
WILLIAM F. PODLICH
William F. Podlich.

WFP:c

NISI RATIFICATION OF AUDIT
Filed Aug. 27, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in mortgage	)	In the Circuit Court
	)	for Queen Anne's County
VS.	)	In Equity
Dudley F. Ewing and Melva C. Ewing, his wife	)	Cause No. <u>4318</u>

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 Sept. 21, 1960

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney
named in mortgage
vs.
Dudley F. Ewing and
Melva C. Ewing, his wife

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

Cause No. 4318

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 before 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
T. SORDEN PIPPIN, Clerk

True Copy
Test:

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 21, 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 Vs. Dudley F. Ewing and Melva C. Ewing, 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

Filed Sept. 21, 1960

FINAL RATIFICATION OF AUDIT
Filed Sept. 21, 1960

WILLIAM F. PODLICH,
Attorney Named in Mortgage

VS.

DUDLEY F. EWING
MELVA C. EWING

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4318

FINAL RATIFICATION OF AUDIT

ORDERED this 21st day of September, 1960, 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 Sept. 21, 1960

ASSIGNMENT

Filed Sept. 27, 1960

WILLIAM F. PODLICH
Attorney Named in Mortgage,
Plaintiff

-vs-

DUDLEY F. EWING and
MELVA C. EWING, his wife,
Defendants

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
NO. 4318

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, Mortgagee in the above entitled case, and WILLIAM F. PODLICH, Attorney Named in Mortgage filed in the above entitled case, do, as their respective interest may appear, hereby assign all of their rights, titles and interests in and to the above proceeding and in and to any claim of the Mortgagee and the Attorney against the Mortgagors for a right to a Decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of \$96.31, and costs, to SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an officer of the UNITED STATES OF AMERICA, and his successors and assigns, and directs the Clerk to enter said proceeding to the use of the said SUMNER G. WHITTIER, as Administrator of Veterans Affairs, an officer of the UNITED STATES OF AMERICA, and his successors and assigns.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

CORPORATE
SEAL

September 23, 1960

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of September, 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, and acknowledged the foregoing Order to be the act and deed of said body corporate.

At the same time also appeared WILLIAM F. PODLICH, the Attorney Named in the Mortgage filed in the above entitled cause, and he, as such Attorney, acknowledged the foregoing Assignment to be his act and deed.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

ELSIE CURTIS
(Elsie Curtis) Notary Public

Filed Sept. 27, 1960

** (Omitted from page 161)

FINAL ORDER OF RATIFICATION
Filed Aug. 15, 1960

FINAL ORDER OF RATIFICATION

ORDERED this 15th day of August, 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.

EDWARD D. E. ROLLINS
Judge

Filed Aug. 15, 1960

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fifth day of June in the year nineteen hundred and sixty-three, 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, 1962

*
*
*
*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

In Equity No. 4560

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 1961 and 1962, 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, 1963.

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, 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, 1963, 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, 1963, 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, 1963, 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 21, 1963, 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-Roberts Road adjoining the land of (or formerly of) Joshua Sewey containing 6 acres of land more or less. Assessed value \$200.00, assessed to Josephine Hall Estate for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 4.30
Interest -----	\$.17
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	\$28.47
5% Treasurer's Commission -----	\$ 3.75
	\$32.22

The Property was sold to James B. Clements & J. Wilbur Stafford, at and for the sum of Seventy-five Dollars (\$75.00), they 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 Barclay-Sudlersville Road adjoining the land of (or formerly of) Alexander Cassidy containing 3.75 acres of land, more or less. Assessed value \$550.00, assessed to Elizabeth Queen for \$23.62 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$23.62
Interest -----	\$ 1.54
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$51.16</u>
5% Treasurer's Commission -----	\$ 7.50
	<u>\$58.66</u>

The Property was sold to James M. Nickerson, at and for the sum of One Hundred Fifty Dollars (\$150.00), he 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 Johnson Road adjoining the land of (or formerly of) William R. Wilson containing 14½ acres of land, more or less, and house and building. Assessed value \$815.00, assessed to Albert G. and Reuben Richardson for \$17.51 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$17.51
Interest -----	\$.70
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$42.21</u>
5% Treasurer's Commission -----	\$42.50
	<u>\$84.71</u>

The Property was sold to Oliver and Mildred Richardson, at and for the sum of Eight Hundred Fifty Dollars (\$850.00), they 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 near Carson's Corner adjoining the land of (or formerly of) Pennington containing 30 acres of land, more or less. Assessed value \$450.00, assessed to Harvey Thomas for \$9.66 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 9.66
Interest -----	\$.39
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$34.05</u>
5% Treasurer's Commission -----	\$31.50
	<u>\$65.55</u>

The Property was sold to Michael and Elizabeth Revyuk, at and for the sum of Six Hundred Thirty Dollars (\$630.00), they 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 near Carson's Corner adjoining the land of (or formerly of) Warner containing lot and house. Assessed value \$500.00, assessed to Harvey Thomas for \$10.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$10.75
Interest -----	\$.44
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 7.00
	<u>\$34.19</u>
5% Treasurer's Commission -----	\$ 7.50
	<u>\$41.69</u>

The Property was sold to George Clough, at and for the sum of One Hundred Fifty Dollars (\$150.00), he 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 near Carson's Corner adjoining the land of (or formerly of) Blanche Brown containing lot. Assessed value \$150.00, assessed to Harvey Thomas for \$3.21 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 3.21
Interest -----	\$.12
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 7.00
	<u>\$26.33</u>
5% Treasurer's Commission -----	\$ 2.50
	<u>\$28.83</u>

Started

The Property was sold to Charles Denny, at and for the sum of Fifty Dollars (\$50.00), he 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 in Big Woods adjoining the land of (or formerly of) Bessie Jefferies containing lot, house, and building. Assessed value \$850.00, assessed to Raymond H. and Catherine D. Tiller for \$36.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$36.52
Interest -----	\$ 2.56
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$65.08</u>
5% Treasurer's Commission ----	\$10.00
	<u>\$75.08</u>

The Property was sold to James B. Clements and J. Wilbur Stafford, at and for the sum of Two Hundred Dollars (\$200.00), they 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 at Queenstown, Corsica Neck adjoining the land of (or formerly of) Louis Ryan containing lot of land, more or less. Assessed value \$100.00, assessed to Mary Dill for \$4.30 taxes in arrears plus interest costs, and expenses to day of sale.

Taxes -----	\$ 4.30
Interest -----	\$.29
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$30.59</u>
5% Treasurer's Commission ----	\$ 4.50
	<u>\$35.09</u>

The Property was sold to William Dill, at and for the sum of Ninety Dollars (\$90.00), he 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 Burrisville and adjoining the land of (or formerly of) Teat containing a lot. Assessed value \$100.00, assessed to Annie Sewell for \$2.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 2.15
Interest -----	\$.09
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$26.24</u>
5% Treasurer's Commission ----	\$14.25
	<u>\$40.49</u>

The Property was sold to Charles and Lillian Watson, at and for the sum of Two Hundred Eighty-five Dollars (\$285.00), they 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 Burrisville adjoining the land of (or formerly of) W. Thomas containing a lot. Assessed value \$100.00, assessed to Annie Sewell for \$2.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 2.15
Interest -----	\$.09
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 7.00
	<u>\$25.24</u>
5% Treasurer's Commission ----	\$ 6.00
	<u>\$31.24</u>

The Property was sold to Amos Hynson, Jr., at and for the sum of One Hundred Twenty Dollars (\$120.00), 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 Lot 3, Block C - Kentmorr Airpark containing lot. Assessed value \$500.00, assessed to George C. and Laura Brinkerhoff for \$10.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$10.75
Interest -----	\$.44
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$35.19</u>
5% Treasurer's Commission	\$11.50
	<u>\$46.69</u>

The Property was sold to Hackett Turner, at and for the sum of Two Hundred Thirty Dollars (230.00), 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 Lot 35, Block D, Section 1 - Romancoke on the Bay containing lot. Assessed value \$100.00, assessed to Chester Beach, Inc. for \$2115 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 2.15
Interest -----	\$.09
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$26.24</u>
5% Treasurer's Commission	\$ 2.00
	<u>\$28.24</u>

The Property was sold to Charles Denny, at and for the sum of Forty Dollars (\$40.00), 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 Section 2 Ronamcoke adjoining the land of (or formerly of) ---- containing 60 Lots. Assessed value \$4500.00, assessed to Chester Beach, Inc. for \$96.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 96.75
Interest -----	\$ 3.87
Attorney -----	\$ 10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$124.62</u>
5% Treasurer's Commission	\$ 42.50
	<u>\$167.12</u>

The Property was sold to Michael and Elizabeth Revyuk, at and for the sum of Eight Hundred Fifty Dollars (\$850.00), they 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 _____ adjoining the land of (or formerly of) Rayfield Wright containing a lot. Assessed value \$200.00, assessed to Morgan J. Dunn Heirs for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 4.30
Interest -----	\$.17
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$28.47</u>
5% Treasurer's Commission	\$ 6.50
	<u>\$34.97</u>

The Property was sold to Beulah Green, at and for the sum of One Hundred Thirty Dollars (\$130.00), she 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 at Cox's Neck adjoining the land of (or formerly of) Herman Rozier containing a lot. Assessed value \$100.00, assessed to Lawrence W. and Evelyn C. Green for \$2.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 2.15
Interest -----	\$.09
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$26.24</u>
5% Treasurer's Commission	\$ 3.00
	<u>\$29.24</u>

The Property was sold to Rastus and Louise Watkins, at and for the sum of Sixty Dollars (\$60.00), they 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 Lot 9 Block B - Section 3 -

Kent Island Estate containing a lot. Assessed value \$1650, assessed to Murray and Fae Gruber for \$35.46 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$35.46
Interest -----	\$ 1.42
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$60.88</u>
5% Treasurer's Commission -----	\$21.00
	<u>\$81.88</u>

The Property was sold to William P. Pardee, at and for the sum of Four Hundred Twenty Dollars (\$420.00), 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 QueenAnne's County, Maryland, located Lot 9, Block I - Kentmorr Park adjoining the land of (or formerly of) Kentmorr Development Co. containing a lot. Assessed value \$500.00, assessed to Stewart A. and Catherine Reis for \$21.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$21.50
Interest -----	\$ 1.51
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$49.01</u>
5% Treasurer's Commission -----	\$ 4.00
	<u>\$53.01</u>

The Property was sold to William P. Pardee, at and for the sum of Eighty Dollars (\$80.00), 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 QueenAnne's County, Maryland, located Lot 26, Block L, Section 3, Kent Island Estate contain- a lot. Assessed value \$420.00, assessed to John and Mary Ryan for \$16.75 taxes in arrears plus interest, costs, and expenses to day of Sale.

Taxes -----	\$16.75
Interest -----	\$ 1.13
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$43.88</u>
5% Treasurer's Commission -----	\$ 3.75
	<u>\$47.63</u>

The property was sold to James S. and Drucilla A. Tolson, at and for the sum of Seventy-five Dollars (\$75.00), they being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of QueenAnne's County, Maryland, located at Stevensville, Love Point Road, adjoining the land of (or formerly of) Ardina Gray containing 1 1/2 acres of land, more or less, and house-building. Assessed value \$2240, assessed to Clinton Spence for \$48.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$48.15
Interest -----	\$ 1.93
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$74.08</u>
5% Treasurer's Commission -----	\$12.50
	<u>\$86.58</u>

The Property was sold to John P. Emerson, at and for the sum of Two Hundred Fifty Dollars (\$250.00), 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 QueenAnne's County, Maryland, located Lot 18 - Block 24 - Bay City - Section 2 adjoining the land of . Assessed value \$1200.00, assessed to William H. and Myrtle E. Stedding for \$25.80 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$25.80
Interest -----	\$ 1.03
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$50.83</u>
5% Treasurer's Commission -----	\$15.50
	<u>\$66.33</u>

The Property was sold to James S. and Drucilla A. Tolson, at and for the sum of Three Hundred and Ten Dollars (\$310.00), they 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 at Price's Lane adjoining the land of (or formerly of) Thomas Jones containing a lot and house. Assessed value \$2650, assessed to Andrew Jr. and Margaret Wright for \$56.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$56.96
Interest -----	\$ 2.28
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$83.24</u>
5% Treasurer's Commission -----	<u>\$10.50</u>
	<u>\$93.74</u>

The Property was sold to Lee G. and Virginia C. Bell, at and for the sum of Two Hundred Ten Dollars (\$210.00), they 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 Lot 2, Block L, Sunny Isle of Kent. Assessed balue \$600.00, assessed to Comelia Yuditsky and Roy C. Wells for \$25.80 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$25.80
Interest -----	\$ 1.81
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$53.61</u>
5% Treasurer's Commission -----	<u>\$ 6.25</u>
	<u>\$59.86</u>

The Property was sold to William P. Pardee, at and for the sum of One Hundred Twenty Five Dollars (\$125.00), 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 at Carmichael-Wye Island Road adjoining the land of (or formerly of) Charles Griffin containing a lot. Assessed value \$250.00, assessed to Nannie Hazleton Heirs for \$5.36 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 5.36
Interest -----	\$.21
Attorney -----	\$10.00
Atctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$29.57</u>
5% Treasurer's Commission -----	<u>\$10.00</u>
	<u>\$39.57</u>

The Property was sold to Daisey L. Hazelton, at and for the sum of Two Hundred Dollars (\$200.00), she 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 Sawmill Lane-Grasonville adjoining the land of (or formerly of) George Jones containing 6 acres of land, more or less Assessed value \$150.00, assessed to Thomas and William Wilson for \$6.42 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 6.42
InFerest -----	\$.45
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$32.87</u>
5% Treasurer's Commission -----	<u>\$11.00</u>
	<u>\$43.87</u>

The Property was sold to Michael and Elizabeth Revyuk, at and for the sum of Two Hundred Twenty Dollars (\$220.00), they being then and there the highest bidders therefor.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Hayden Brick School Road adjoining the land of (or formerly of) Wilson Leager containing 6 acres of land, more or less, and house. Assessed value \$310.00, assessed to Abraham Gibbs for \$6.65 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 6.65
Interest -----	\$.27
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$30.92</u>
5% Treasurer's Commission -----	\$22.50
	<u>\$53.42</u>

The Property was sold to Lloyd J. Andrew, at and for the sum of Four Hundred Fifty Dollars (\$450.00), he being then and ther the highest bidder therefor.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of QueenAnne's County, Maryland, located in Big Woods adjoining the land of (or formerly of) Isaac Younger containing 13 acres of land, more or less, and house and building. Assessed value \$925.00, assessed to Andrew A. Davis for \$39.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$39.74
Interest -----	\$ 2.79
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$68.53</u>
5% Treasurer's Commission -----	\$20.00
	<u>\$88.53</u>

The Property was sold to Herbert Pennicott, at and for the sum of Four Hundred Dollars (\$400.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of QueenAnne's County, Maryland, located on the Millington-Crumpton Road adjoining the land of (or formerly of) Ethel Scofield containing 1 1/4 acres of land, more or less. Assessed value \$125.00, assessed to Mary M. Hicks for \$5.34 taxes in arrears plus interest, costs, and expenses to dai of sale.

Taxes -----	\$ 5.34
Interest -----	\$.38
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$10.00
	<u>\$31.72</u>
5% Treasurer's Commission -----	\$ 3.75
	<u>\$35.47</u>

The Property was sold to Ralph K. Jackson, at and for the sum of Seventy-five Dollars (\$75.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of QueenAnne's County, Maryland, located on Pine Tree Road adjoining the land of (or formerly of) Dudley Orem containing a lot. Assessed value \$150.00, assessed to Mary A. Holden 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
	<u>\$27.34</u>
5% Treasurer's Commission -----	\$ 4.00
	<u>\$31.34</u>

The Property was sold to Barbara Wilson, at and for the sum of Eighty Dollars (\$80.00), she being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Second Street, Crumpton adjoining the land of (or formerly of) Robert Spencer containing a lot and house and garage. Assessed value \$100.00, assessed to Nelson D. and Martha Spencer for \$2.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----	\$ 2.15
Interest -----	\$.09
Attorney -----	\$10.00
Auctioneer -----	\$ 5.00
Notary Public -----	\$ 1.00
Advertising -----	\$ 8.00
	<u>\$26.24</u>
5% Treasurer's Commission -----	\$ 2.50
	<u>\$28.74</u>

The Property was sold to Charles Denny, at and for the sum of Fifty Dollars (\$50.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located at Sandtown adjoining the land of (or formerly of) Edward Vasant containing a lot, more or less, and house and buildings. Assessed value \$750.00, assessed to John Watson for \$16.11 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -----\$16.11
Interest -----\$.64
Attorney -----\$10.00
Auctioneer -----\$ 5.00
Notary Public -----\$ 1.00
Advertising -----\$ 8.00
\$40.75
5% Treasurer's Commission -----\$ 4.00
\$44.75

The Property was sold to Hackett Turner, at and for the sum of Eighty Dollars (\$80.00), 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,)
) TO WIT:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY that on this 25th day of June, 1963, 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 of information and belief.

WITNESS my hand and Notarial Seal.

NOTARY
PUBLIC
SEAL

HELEN E. PARDEE

Notary Public

Filed June 25, 1960

CERTIFICATE OF PUBLICATION OF TAX SALES
Filed June 26, 1963

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 26, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Tax Sales in the case of Delinquent tax payers of 1961 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 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 26, 1963

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 the State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby give notice that the following taxes are due and owing for the State, County and Town for the Year 1961 and 1962, 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 1963, to wit:

TUESDAY

MAY 21, 1963

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, in-

terest, 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: INTERESTS, 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 Barclay-Roberts Road, adjoining the land of (or formerly of) Joshua Seney containing 6 acres of land, more or less. Assessed value \$200, assessed to Josephine Hall Estate for \$4.30 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 First Election District of Queen Anne's County, Maryland, located Barclay-Sudlersville Road, adjoining the land of (or formerly of) Alexander Cassidy containing 3.75 acres of land, more or less. Assessed value \$550, assessed to Elizabeth Queen for \$23.62, 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 Johnson Road, adjoining the land of (or formerly of) Wm. R. Wilson containing 14½ acres of land, more or less, and house and building. Assessed value \$815, assessed to Albert G. and Reuben Richardson for \$17.51 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 Carson's Corner, adjoining the land of (or formerly of) Pennington containing 30 acres of land, more or less. Assessed value \$450, assessed to Harvey Thomas for \$9.66 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 Carson's Corner, adjoining the land of (or formerly of) Warner containing lot and house. Assessed value \$500.00, assessed to Harvey Thomas for \$10.75 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 First Election District of Queen Anne's County, Maryland, located near Carson's Corner, adjoining the land of (or formerly of) Blanche Brown containing lot. Assessed value \$150, assessed to Harvey Thomas 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 veing in the First Election District of Queen Anne's County, Maryland, located in Big Woods, adjoining the land of (or formerly of) Bessie Jefferies containing, house and building, Assessed value \$850, assessed to Raymond H. and Catherine D. Tiller for \$36.52 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 Price-Roseville Road, containing 29 acres of land, more or less, and house. Assessed value \$2,435, assessed to Lewis W. and Eleanor C. Rash for \$52.34 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) Earl Cumings containing lot of land more or less, and house. Assessed value \$2275, assessed to Howard C. and Lucy R. Cummings for \$48.90 taxes and 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 Queenstown-Corsica Neck Road,

adjoining the land of (or formerly of) Louis Ryan containing lot of land, more or less. Assessed value \$100, assessed to Mary Dill for \$4.30 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 Third Election District of Queen Anne's County, Maryland, located Liberty St., Centreville, adjoining the land of (or formerly of) Emma Conyer containing lot of land, more or less, and house and building. Assessed value \$2290, assessed to U. Grant Emory Estate for \$86.56 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 Burrisville, adjoining the land of (or formerly of) Teat containing lot. Assessed value \$100, assessed to Annie Sewell for \$2.15 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 Burrisville, adjoining the land (or formerly of) W. Thomas containing lot. Assessed value \$100, assessed to Annie Sewell for \$2.15 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 Rt. 50, on Easton Road, adjoining the land of (or formerly of) Adj A.M.Y. CORP. containing 1.429 acres of land, more or less, and filling station. Assessed value \$11,475, assessed to Wise Oil and Fuel Inc. for \$246.70 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 Newtown, adjoining the land of (or formerly of) Rayfield Wright containing Lot 42x200 and house and out bldg. Assessed value \$2150, assessed to Lena C. Aytch for \$46.21 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 Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck, adjoining the land of (or formerly of) Wm. E. Denny containing Lot 60x150, house and storage. Assessed value \$1050, assessed to Perry Bailey for \$22.56 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 3, Blk. G, Kentmorr Airpark, containing lot. Assessed value \$500, assessed to George C. and Lauer Brinkerhoff for \$10.75 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 Fourth Election District of Queen Anne's County, Maryland, located Dominion-Little Creek Road, adjoining the land of (or formerly of) Medford Golt containing Lot 100x150 and house. Assessed value \$1850, assessed to William L. and Cleo PL Brock for \$39.76 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 35, Blk. D, Sec. 1m Romancoke on the Bay, containing lot. Assessed value \$100, assessed to Chester Beach Inc. for \$2.15 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 Sect. 2, Romancoke, containing 60 lots. Assessed value \$4,500, assessed to Chester Beach, Inc. for \$96.75 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 Fourth Election District of Queen Anne's County, Maryland, adjoining the land of (or formerly of) Rayfield Wright containing lot. Assessed value \$200, assessed to Morgan J. Dunn Heirs for \$4.30 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 Lot 18, Blk. J, Plat 4, Cloverfields, containing lot. Assessed value \$800, assessed to Walter Ebbett for \$17.20 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 Lot 20, Blk. K, Harbor View, containing lot, Assessed value \$400, assessed to Federated Corp. of Florida & Md. & First Management for \$30.10 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 13 & 14 Bl. G, and Lot 5, Blk, F, Chesapeake Estates, containing 3 lots. Assessed value \$450, assessed to Federated Corp. of Florida for \$19.32 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 20, Blk, 28, Bay City Sect. 2, containing lot. Assessed value \$200, assessed to Federated Corp. of Maryland for \$4.30 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 Chester-Dominion Road, adjoining the land of (or formerly of) Wm. H. Harris containing two lots, house and 2 out bldgs. Assessed value \$2125, assessed to Roland H. and Effie A. Gernert for \$45.67 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 Fourth Election District of Queen Anne's County, Maryland, located Cox's Neck, adjoining the land or (or formerly of) Herman Rozier containing lot. Assessed to Lawrence W. and Evelyn G. Green for \$2.15 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 Fredericktown, containing 1½ acres of land, more or less, and house and shanty. Assessed value \$1,300, assessed to Walter Green, Lee Cohee, Philip Nichols for \$53.75 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 Fourth Election District of Queen Anne's County, Maryland, located Lane to Warner Wilkins, containing 0.498 acres of land, more or less, and house, Assessed value \$1,975, assessed to Edward E. Grimes for \$42.45 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) Geo. Hill, Jr. containing lot of land, more or less, and house. Assessed value \$1,050, assessed to Wesley and Edna Mae Grimes for \$22.56 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 9, Blk. B, Sect. 3, Kent Island Estates, containing lot. Assessed value \$1,650, assessed to Murray and Fae Gruber for \$35.46 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, adjoining the land of (or formerly of) J. B. Ringgold containing lot and out bldg. Assessed value \$900, assessed to Elton L. and Shirley B. Legg for \$25.80 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 Stevensville, Love Point Rd., adjoining the land of (or formerly of) James A. Cockey containing lot and house. Assessed value \$500, assessed to Daniel and Carrie Nickerson for \$10.75 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 Fourth Election District of Queen Anne's County, Maryland, located Stevensville, Love Pt. Road, adjoining the land of (or formerly of) Soloman Grollman containing lot and house. Assessed value \$4,325, assessed to John W. Price for \$177.34 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 Stevensville, adjoining the land of

(or formerly of) Gene Long containing lot and house. Assessed value \$2,400, assessed to John W. and Edith H. Price for \$103.20 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 Stevensville, adjoining the land of (or formerly of) J. Benton property containing lot and house, Assessed value \$1,050, assessed to John W. and Edith H. Price for \$45.12 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 9 Blk, 1, Kentmorr Park, adjoining the land of (or formerly of) Kentmorr Development Co. containing lot. Assessed value \$500, assessed to Stewart A. and Catherine Reis for \$21.50 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 26, Bl. L, Sect. 3, Kent Island Estates, containing lot. Assessed value \$420, assessed to John and Mary Ryan for \$16.75 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 Fourth Election District of Queen Anne's County, Maryland, located Stevensville, Love Point Rd., adjoining the land of (or formerly of) Ardina Gray containing $1\frac{1}{2}$ acres of land, more or less, and house building. Assessed value \$2,240, assessed to Clinton Spence for \$48.15 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 18, Blk, 24 Bay City, Sect. 2. Assessed value \$1,200, assessed to Wm. H. and Myrtle E. Stedding for \$25.80 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 Rd., adjoining the land of (or formerly of) Mary Brown containing lot and house. Assessed \$900, assessed to Margaret White for \$9.03 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 Price's Lane, adjoining the land of (or formerly of) Thomas Jones containing lot and house, Assessed value \$2,650, assessed to Andrew Jr. and Margaret Wright for \$56.96 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 2, Blk, L, Sunny Isle of Kent. Assessed value \$600, assessed to Cornelia Yuditsky and Roy C. Wells for \$25.80 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 Perry's Corner Rd., adjoining the land of (or formerly of) Wilbur Lewis containing 12 acres of land, more or less, and house and buildings. Assessed value \$3,725, assessed to Wm. Charles and Delores J. Bowen for \$160.14 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 Carmichael-Wye Island Rd., adjoining the land of (or formerly of) Charles Griffin containing lot. Assessed value \$250, assessed to Nannie Hazleton Heirs for \$5.36 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 Rd., adjoining the land of (or formerly of) Back of Wm, Carroll containing 9 acres of land, more or less, and house and buildings. Assessed value \$1,400, assessed to George Henry Jones for \$60.20 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 Old Grasonville-Narrows Rd., adjoining the land of (or formerly of) Mary E. Mattee containing lot and house, Assessed value

\$2,435, assessed to Emma M. Price for \$52.34 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 Fifth Election District of Queen Anne's County, Maryland, located Old Grasonville-Narrows Rd., adjoining the land of (or formerly of) Floyd Price containing lot. Assessed value \$500, assessed to Roxanna Wharton for \$21.50 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 Sawmill Lane, Grasonville, adjoining the land of (or formerly of) George Jones containing 6 acres. Assessed value \$150, assessed to Thomas and William Wilson for \$6.42 taxes in arrears plus interest, costs, and expenses to day of sale.

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SIXTH DISTRICT

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Hayden Brick School Rd., adjoining the land of (or formerly of) Wilson Leager containing 6 acres of land, more or less, and house. Assessed value \$310, assessed to Abraham Gibbs for \$6.65 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 Sixth Election District of Queen Anne's County, Maryland, located Lot 9, Blk, I, Kentmorr Park, adjoining the land of (or formerly of) Kentmorr Development Co. containing lot. Assessed value \$500, assessed to Stewart A. and Catherine Reis for \$21.50 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 26, Bl. L, Sect. 3, Kent Island Estates, containing lot. Assessed value \$420, assessed to John and Mary Ryan for \$16.75 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 Fourth Election District of Queen Anne's County, Maryland, located Stevensville, Love Point Rd., adjoining the land of (or formerly of) Ardina Gray containing 1½ acres of land, more or less, and house-building. Assessed value \$2,240, assessed to Clinton Spence for \$48.15 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 18, Blk, 24, Bay City, Sect. 2. Assessed value \$1,200, assessed to Wm. H. and Myrtle E. Stedding for \$24.80 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 Rd., adjoining the land of (or formerly of) Mary Brown containing lot and house. Assessed value \$900, assessed to Margaret White for \$9.03 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 Price's Lane, adjoining the land of (or formerly of) Thomas Jones containing lot and house. Assessed value \$2,650, assessed to Andrew Jr. and Margaret Wright for \$56.96 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 2, Blk. L, Sunny Isle of Kent. Assessed value \$600 assessed to Cornelia Yuditsky and Roy C. Wells for \$25.80 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 Perry's Corner Rd., adjoining the land of (or formerly of)

SIXTH DISTRICT

All that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Hayden Brick School Rd., adjoining the land of (or formerly of) Wilson Leager, containing 6 acres of land more or less, and house. Assessed value \$310, assessed to Abraham Gibbs for \$6.65 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 Sixth Election District of Queen Anne's County, located Starr-Ruthsburg Rd., adjoining the land of (or formerly of) Earl Winer containing 4 acres of land, more or less, and house. Assessed value \$450, assessed to George Handy for \$9.66 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-Queen Anne Rd., adjoining the land of (or formerly of) Frank Barney containing 25 acres of land, more or less, and house. Assessed value \$1250, assessed to William J. Hawkins Heirs for \$26.86 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-Queen Anne Rd., adjoining the land of (or formerly of) Perry Jacobs containing lot and house. Assessed value \$1,540, assessed to Lloyd R. and Delores Hoxter of \$33.10 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 Millington-Sudlersville Rd., adjoining the land of (or formerly of) Catherine Embert containing lot, house, and buildings. Assessed value \$1,660, assessed to Lloyd C. and Doris E. Cannon for \$37.83 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 in Big Woods adjoining the land of (or formerly of) Isaac Younger containing 13 acres of land, more or less, and house and buildings. Assessed value \$925, assessed to Andrew A. Davis for \$39.74 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 Pondtown-Finetree Rd., adjoining the land of (or formerly of) Cohey containing 2 acres of land, more or less, and house and buildings. Assessed value \$950, assessed to Clarence Hall for \$20.41 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 Seventh Election District of Queen Anne's County, Maryland, located Millington-Crumpton Rd., adjoining the land of (or formerly of) Ethel Scofield, containing 1 $\frac{1}{4}$ acres of land, more or less. Assessed value \$125, assessed to Mary M. Hicks 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 Election District of Queen Anne's County, Maryland, located Pine Tree Road, adjoining the land of (or formerly of) Dudley Orem containing lot. Assessed value \$150, assessed to Mary A. Holden 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 Seventh Election District of Queen Anne's County Maryland, located Double Creek Rd., adjoining the land of (or formerly of) Emory Marcus containing 6 acres of land, more or less, and house. Assessed value \$1,200, assessed to James Hynson for \$7.76, 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 Seventh Election District of Queen Anne's County, Maryland, located 1st St., Crumpton, adjoining the land of (or formerly of) Chas. R. Maule containing lot, more or less, and house and garage. Assessed value \$6,675, assessed to James R. and Nancy J. Skinner for \$84.52 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 2nd St., Crumpton, adjoining the

land of (or formerly of) Robert Spencer containing lot, house, and garage. Assessed value \$100, assessed to Nelson D. and Martha Spencer for \$2.15 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 Pondtown, adjoining the land of (or formerly of) Edward Vansant containing lot, more or less, and house and buildings. Assessed value \$750, assessed to John Watson for \$16.11 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 Pondtown-I. B. Rd., adjoining the land of (or formerly of) Harlan Hensley containing 3 acres of land, more or less, and house and buildings. Assessed value \$1,300, assessed to Allen G. and Mildred Wilson for \$55.90 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 in Big Woods, containing 2 acres of land, more or less, and house. Assessed value \$1,700, assessed to Linwood Walker for \$36.55 taxes in arrears plus interest, costs, and expenses to day of sale.

ROYDEN N. POWELL, JR.
Treasurer of Queen Anne's County

ORDER NISI
Filed July 2, 1963

IN THE MATTER OF THE
TAX SALES IN QUEEN ANNE'S
COUNTY, MARYLAND, FOR THE
YEAR, 1962

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY
*
* In Equity No. 4560

ORDERED, this 1st day of July, 1963, 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 12th day of August, 1963, 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 four successive weeks commencing on the 3rd day of July, 1963, and ending on the 25th day of July, 1963.

And the report states amount of sales to be \$6,935.00

THOS J KEATING JR
Judge

Filed: July 2, 1963

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed May 22, 1964

NOTICE

In the Matter of the Tax Sales in Queen Anne's County, Maryland,
for the year 1962

In The Circuit Court for
Queen Anne's County

In Equity No. 4560

ORDERED, this 1st day of July, 1963, 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 12th day of August, 1963, 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 four successive weeks commencing on the 3rd day of July, 1963, and ending on the 25th day of July, 1963.

And the report states amount of sales to be \$6,935.00

THOS. J. KEATING, JR.
Judge

Filed: July 2, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 22, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the Matter of the Tax Sales in Queen Anne's County, Maryland in the case of In Equity No. 4560 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 25th day of July, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of July 1963, and the last insertion on the 25th day of July, 1963.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed May 22, 1964.

ORDER OF COURT RATIFYING SALE	*	IN THE CIRCUIT COURT FOR
Filed May 25, 1964	*	QUEEN ANNE'S COUNTY
IN THE MATTER OF THE	*	In Equity No. <u>4560</u>
TAX SALES IN QUEEN ANNE'S	*	
COUNTY, MARYLAND, FOR THE	*	
YEAR 1962	*	

ORDERED this 25th day of May, 1964, 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 21st day of May, 1963, 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:

- Josephine Hall Estate - First Election District
- Elizabeth Queen - First Election District
- Albert G. & Reuben J. Richardson - First Election District
- Harvey Thomas - First Election District
- Raymond H. & Catherine D. Tiller - First Election District
- Mary Dill - Third Election District
- Annie Sewell - Third Election District
- George C. & Laura Brinckerhoff - Fourth Election District
- Chester Beach, Inc. - Fourth Election District
- Morgan J. Dunn Heirs - Fourth Election District
- Lawrence W. & Evelyn C. Green - Fourth Election District
- Murray & Fae Gruber - Fourth Election District
- Capt. Stewart A. & Catherine Reis - Fourth Election District
- John & Mary Ryan - Fourth Election District
- Clinton Spence - Fourth Election District
- William H. & Myrtle E. Stedding - Fourth Election District
- Andrew Jr. & Margaret Wright - Fourth Election District
- Cormelia R. Yuditsky & Roy C. Wells, - Fourth Election District
- Nannie Hazelton Heirs - Fifth Election District
- Thomas & William Wilson - Fifth Election District
- Abraham Gibbs - Sixth Election District
- Andrew A. Davis - Seventh Election /District
- Mary M. Hicks - Seventh Election District
- Mary A. Holden - Seventh Election District
- Nelson D. & Martha Spencer - Seventh Election District
- John Watson - 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 1st day of July, 1963, 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 25, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-ninth day of December in the year nineteen hundred and sixty, the following BILL TO QUIET TITLE was filed for record, to wit:-

W. EDWARD BARTON, Administrator as Trustee, of the Estate of Eva Wilson Dorsey, deceased, Centreville, Maryland.	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
The Unknown Heirs, Executors & Administrators of William Wallace, deceased, and all other persons, their heirs, executors & administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings - addresses unknown.	:	NO. <u>4357</u>

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of W. Edward Barton, Administrator as Trustee of the Estate of Eva Wilson Dorsey, late of Queen Anne's County, deceased, by J. Thomas Clark, his Solicitor, respectfully representss:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

2. That on the 6th day of January, 1927, one, Charles E. Tucker and Florence Smith Tucker, his wife, did by deed convey to one, William Wallance, the following described real estate, to wit:

A lot or parcel of land improved by a double dwelling house situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, Maryland, on the South side of the street called or known as Little Kidwell, adjoining the land of Louise Kenton on its East, and the land of Isaih Newman, Jr., on its West, and having a frontage on said street of 34 feet and said width being uniform throughout its depth of 180 feet.

Right as use, that is to say, a right of ingress and egress at all times over and to that part of said alley way between the double building on the property conveyed and that other double property next to this building, which deed is recorded among the Land Records of Queen Anne's County, in Liber B.H.T. No. 6, folio 266, the original of which is filed, herewith, and marked "Exhibit A".

3. That the said William Wallance entered into possession of said real estate and occupied the same until his death sometime about the year 1930.

4. That thereafter and upon the death of the said William Wallace the said Eva Wilson Dorsey did on or about the year 1930; enter into possession of said real estate and did hold said real estate in her sole possession continuously, openly, notoriously, and adversely to all the world and against anyone claiming the same up to and including the time of her death on March 1, 1960, which is for a period greater than twenty years.

5. That your Plaintiff, who was appointed by the Orphans' Court of Queen Anne's County, and thereafter duly qualified as administrator of the Estate of said Eva Wilson Dorsey, deceased, on August 30th, 1960, as per Certificate of Letters filed herewith as Exhibit B; and that upon the appointment of your Plaintiff as said Administrator, he at once proceeded to take possession of said premises on behalf of his deceased, which he has held ever since.

6. That thereafter, your Plaintiff was, by the Orphans' Court of Queen Anne's County, appointed administrator as Trustee of Eva Wilson Dorsey, deceased, on the 13th day of September, 1960, to sell the aforesaid real estate of said Eva Wilson Dorsey, deceased, a certified copy of said Order filed herewith and marked "Exhibit C".

7. That thereafter your Plaintiff did sell said real estate to Rosie K. Nicholas, and after down payment, the same was duly reported to the Orphans' Court of Queen Anne's County, wherein your Plaintiff requested permission of said Court to clear title to said real estate to effect said sale, as per certified copy of said Report of Sale and Order thereon marked "Exhibit D".

8. That since said sale your Petitioner has been informed by said purchaser that said title must be cleared before she will pay the balance of the purchase price.

9. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title to the land aforementioned.

TO THE END, THEREFORE, Your Petitioner prays:

(1) That the Plaintiff may be decreed by this Honorable Court to be made the absolute owner of said land, and the perfect right to absolute disposition of the same as against the Defendants in this suit.

(2) That this Honorable Court will grant an absolute and permanent

injunction against the assertion by any of the said defendants in this cause to said property by any action either at law or equity or otherwise.

(3) That your Petitioner may have such other and further relief as his case may require.

Respectfully submitted,

J THOMAS CLARK
J. Thomas Clark,
Attorney for Plaintiff
Centreville, Md.
Phone 392

W. EDWARD BARTON
Creditor and Administrator as Trustee

State of Maryland)
Queen Anne's County) to wit:

ON this 29 day of December, 1960, before me, the Subscriber, a Clerk of Circuit Court of the County and State aforesaid, personally appeared W. Edward Barton, Creditor and Administrator of the Estate of Eva Wilson Dorsey, deceased, and made oath in due form of law that the matters and facts stated in the foregoing Bill to Quiet Title are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed Dec. 29, 1960

EXHIBIT A
Filed December 29, 1960

THIS DEED, made this sixth day of January, in the year of Nineteen hundred and twenty seven, by Chas, E. Tucker, and Florence Scott Tucker his wife, of Queen Anne's County, in the state of Maryland.

WITNESSETH: that for and inconsideration of the sum of THREE HUNDRED and FIFTY DOLLARS (\$350.00) receipt of which is hereby acknowledged, the said Chas. E. Tucker and Florence Scott Tucker his wife do hereby grant and convey unto William Wallance, of Queen Anne's County, State of Maryland, his heirs and assigns in fee simple; All that lot, part of lot or parcel of land situate, lying and being in the southern part of Centreville, in the third Election District of Queen Anne's County, State of Maryland, on the south side of Kidwell Lane adjoining the property of Esaih Newman and Montgomery Handy, and in the rear adjoining the land of the Estate of Ja. A. Slaughter and more particularly described as follows;

The land hereby conveyed or intended to be conveyed being the same land which was conveyed to the said Chas. E. Tucker by deed of Hattie Dulaney and Sara L. Jenkins bearing the date the fourteenth day of June in the year Nineteen hundred and Nineteen and recorded in Liber J.F.R. #2 Folio 328 one of the Land Record Books of Queen Anne's County, aforesaid:

The right of way that was conveyed in said deed to said Chas. E. Tucker, and all of his rights therein and thereto are hereby conveyed to the said William Wallance, his heirs and assigns

TOGETHER, with the Buildings and improvements thereupon erected and being and all and every, the rights, roads, ways, alleys, waters, privileges, and appurtenances thereto belonging or in any wise appertaining.

AND the said Chas. E. Tucker covenants he will warrant specially, except as to State and County TAXES for 1926, the land hereby conveyed or intended to be conveyed and that he will issue such other and further assurances of land as may be requisite or necessary.

Witness the hands and seals of the said grantors the day and date first above written.

TEST: ROBERT COURSEY -CHAS E. TUCKER (SEAL)
ROBERT COURSEY FLORENCE SCOTT TUCKER (SEAL)

EXHIBIT A

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify, that on this sixth day of January in the year Nineteen hundred and Twenty-Seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Chas. E. Tucker and Florence Scott Tucker his wife, the within named grantees, and each acknowledged the foregoing deed to be their respective act.

ROBERT COURSEY
JUSTICE OF THE PEACE.

Filed Dec. 29, 1960

EXHIBIT B
Filed Dec. 29, 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 EVA WILSON DORSEY, late of Queen Anne's County, deceased, were on the 30th day of August in the year of our Lord one thousand nine hundred and sixty_____ granted and committed unto W. Edward Barton who was then and there appointed ADMINISTRATOR 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 Seal of my office, this 19th day of December in the year of our Lord, nineteen hundred and sixty

(SEAL'S
PLACE)

Test:

E. CLYDE WALLS
Register of Wills for Queen
Anne's County

Filed Dec. 29, 1960

EXHIBIT B

ORDER OF COURT- EXHIBIT C
Filed Dec. 29, 1960

In The Matter of the
Estate of Eva Wilson
Dorsey, deceased.

In The Orphans' Court For
Queen Anne's County

ORDER OF COURT

Upon the foregoing Petition and Affidavit thereto, it is thereupon this 13th day of September, 1960, by the Orphans' Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, it appearing by the Inventory that the same does not exceed the sum of \$2,500.00 in value, and that W. Edward Barton, Creditor and Administrator, be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

That he may sell at either public or private sale, and if at private sale, at a sum not less than its appraised value, and if at public sale, he shall give at least three (3) weeks notice by advertisement inserted in some newspaper published in Queen Anne's County of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after such sale, the Trustee shall return to this Court a full and particular account of his proceedings relative to said sale, with an annexed affidavit as to the truth and of the fairness of said sale, and on obtaining the Court's ratification of the sale, and on the payment of the whole of the purchase money (and not before), the said Trustee shall be a good and sufficient deed, to be executed, acknowledge and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns, the property and estate to him, her or to them sold, free, clear and discharged from all claims of the parties hereto, complainants 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 Administration, and such commissions to the said Trustee as this Court shall think proper to allow.

Gordon. L. Shawn

Benj. L. Coppage

JOSEPH S. QUIMBY
Judges of the Orphans' Court
for Queen Anne's County,
Maryland

Exhibit C

Filed Dec. 29, 1960

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 ORDER OF COURT appointing W. Edward Barton, Creditor and Administrator, Trustee to make sale of certain Real Estate in the estate of EVA WILSON DORSEY, deceased as filed and passed in this office on September 13th, 1960 and recorded in Liber E.C.W. No. 3 Folio 118 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 20th day of December 1960.

E. CLYDE WALLS
Register of Wills for Queen
Anne's County, Maryland

Filed Dec. 29, 1960

EXHIBIT D
Filed Dec. 29, 1960

IN THE MATTER OF THE ESTATE
OF EVA WILSON DORSEY,
DECEASED.

:
:

IN THE ORPHANS' COURT FOR
QUEEN ANNE'S COUNTY

NO. 3448

REPORT OF SALE, PETITION, & AFFIDAVIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of W. Edward Barton, Administrator as Trustee in this cause, respectfully represents:

1. That by authority obtained by Order of this Honorable Court, dated September , 1960, the undersigned was duly appointed trustee with power to sell the real estate of Eva Wilson Dorsey, Deceased, either at public or private sale, but if at private sale for not less than the appraised value of \$1,000.00.

2. That this trustee, after diligent inquiry, decided that it would be to the interest and advantage of all parties concerned to sell the real estate privately, and after further diligent inquiry in the community for a purchaser sold said property to Rosie K. Nichols, of Baltimore City, Maryland, for the sum of \$1,000.00 of which the sum of \$200.00 has been paid to the trustee and the balance to be paid to your trustee upon the ratification of this sale by the Court, and said amount is, in the opinion of your trustee, the highest offer which he could obtain for said property.

3. That this trustee believes that the said Rosie K. Nichols will forthwith, after ratification of this sale finally pay unto your said trustee the balance due on said purchase price in the sum of \$800.00 and your trustee deems said sale to have been fairly made and prays the usual order thereon.

4. That the said real estate was held by the said Eva Wilson Dorsey, Deceased, under for more than 20 years prior to her death adversely to the heirs of William Wallace, and that in order to give good title to said purchaser, it will be necessary for your petitioner to file a bill in the Circuit Court for Queen Anne's County to quiet said title, which will of course, involve considerable expense.

TO THE END, THEREFORE, YOUR PETITIONER PRAYS:

(1) That he may be authorized to employ counsel and proceed forthwith by way of a bill in the Circuit Court for Queen Anne's County to quiet said title to the real estate involved in this cause.

(2) That your Petitioner may have such other and further relief as his case may require.

Respectfully submitted,

W. Edward Barton
Creditor and Administrator, as Trustee

Exhibit D

State of Maryland)
Queen Anne's County) to wit:

I HEREBY CERTIFY that on this 6th day of December, 1960, before me, the Subscriber, a Register of Wills of Queen Anne's County aforesaid, personally appeared W. Edward Barton, Administrator as Trustee of the Estate of Eva Wilson Dorsey, Deceased, and made oath in due form of law that the matters and facts set forth in a foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made; and at the same time, the said Administrator as Trustee further made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of his knowledge and belief.

E. Clyde Walls
Register of Wills

ORDER OF COURT

Upon the foregoing Petition and Affidavit of W. Edward Barton, Administrator as Trustee of the Estate of Eva Wilson Dorsey, Deceased, it is the this 6th day of December, 1960, ORDERED by the Orphans' Court of Queen Anne's County, that the said W. Edward Barton, Administrator as Trustee, as aforesaid, is hereby authorized to employ counsel and forthwith to file any and all suits necessary in the Circuit Court of Queen Anne's County, to clear title to the real estate in this cause, and any and all expenses which may occur shall be allowed in his Administration Account which he may hereafter file.

Gordon L. Shawn

Benj. L. Coppage

Joseph S. Quimby

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 REPORT OF SALE & PETITION of W. Edward Barton, Administrator as Trustee and Creditor of the estate of EVA WILSON DORSEY, deceased, together with ORDER OF COURT thereon authorizing the said Administrator as Trustee to employ Counsel and to file any and all suits necessary in the Circuit Court of Queen Anne's County in order to clear title to said Real Estate as filed and passed in this office on December 6th, 1960 and recorded in Liber E.C.W. No. 1 Folio _____ in Record Book of ACCOUNTS OF SALES 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 19th day of December 1960.

E. CLYDE WALLS
Register of Wills for Queen Anne's
County, Maryland

Filed Dec. 29, 1960

ORDER OF PUBLICATION
Filed Jan. 9, 1961

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY

W. EDWARD BARTON,
Administrator as Trustee
of the Estate of Eva Wilson
Dorsey, deceased, Plaintiff
Centreville, Maryland

No. 4357

vs.

The Unknown Heirs, Executors &
Administrators of William Wallace
deceased, and all other persons,
their heirs, executors & administrators
who could claim any interest in the real
estate mentioned in these proceedings, or who could claim to hold a lien or
encumbrance on the real estate mentioned in these
proceedings, Defendants
Addresses unknown

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiff be made the absolute owner of a tract of land hereinafter described with the perfect right of absolute disposition of the same, as against the Defendants and for an absolute and permanent injunction against any of the Defendants to claiming any interest in said land.

The bill recites that this proceedings is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That on January 6, 1927, one Charles E. Tucker and Florance Smith Tucker, his wife, did by deed convey to one, William Wallace, the following described real estate, to wit:

"A lot or parcel of land improved by a double dwelling house situate lying and being in the Town of Centreville, Third Election District of Queen Anne's County, Maryland, on the South side of the street called or known as Little Kidwell, adjoining the land of Louise Kenton on its East, and the land of Isaih Newnam, Jr., on its West, and having a frontage on said street of 34 feet and said width being uniform throughout its depth of 180 feet. Right as user, that is to say, a right of ingress and egress at all times over and to that part of said alley way between the double building on the property conveyed and that ~~othe~~ double building property next to this building." Said deed being recorded among the land records for Queen Anne's County aforesaid in Liber B.H.T., No. 6, folio 266.

That the said William Wallace possessed and occupied said real estate thereafter until his death sometime about the year 1930.

That upon the death of the said William Wallace, the said Eva Wilson Dorsey did during the year 1930, enter into possession of said real estate and did hold the same in her sole possession continuously, openly, notoriously and adversely to all the world and against anyone claiming the same up to and including the time of her death on March 1, 1960, which is for a period greater than twenty years.

That thereafter the Plaintiff was on August 30th, 1960 appointed Administrator of the estate of Eva Wilson Dorsey, deceased, by the Orphans' Court of Queen Anne's County, and at once qualified and forthwith did take possession of said deceased's real estate on behalf of her estate and has held the same ever since.

That thereafter the Plaintiff was appointed Administrator as Trustee of Eva Wilson Dorsey, deceased, by order of the said Orphans' Court of Queen Anne's County of September 13, 1960, to sell the hereinbefore described real estate of said deceased.

That thereafter the Plaintiff did sell said real estate to Rosie K. Nichols, and after down payment, the same was duly reported to the said Orphans' Court of Queen Anne's County, whereupon the Plaintiff was given permission to clear

title to said real estate by said court, after having been informed by said purchaser that she would not accept title in its present state.

That no action at law or equity is now pending to test the validity of or to quiet or remove the cloud from the said title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 9th day of January, 1961, that the Plaintiff, 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 (4) successive weeks, before the 9th day of February, 1961, shall give notice to the Defendants who are non-residents 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 13th day of March, 1961, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

Filed: Jan. 9, 1961

T. SORDEN PIPPIN, Clerk

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION
Filed April 1, 1961

In The Circuit Court
Queen Anne's County
In Equity

W. Edward Barton
Administrator as Trustee of
the Estate of Eva Wilson Dorsey,
deceased, Plaintiff,
Centreville, Maryland
vs.

The Unknown Heirs, Executors &
Administrators of William Wallace,
deceased, and all other
persons, their heirs, executors
& administrators who could claim
any interest in the real estate
mentioned in these proceedings,
or who could claim to hold a lien
or encumbrance on the real estate
mentioned in these proceedings,
Defendants Addresses unknown

No. 4357

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiff be made the absolute owner of a tract of land hereinafter described with the perfect right of absolute disposition of the same, as against the Defendants and for an absolute and permanent injunction against any of the defendants to claiming any interest insaid land.

The bill recites that this proceedings is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That on January 6, 1927, one Charles E. Tucker and Florence Smith Tucker, his wife, did by deed convey to one, William Wallace, the following described real estate, to wit:

"A lot or parcel of land improved by a double dwelling house situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, Maryland, on the South side of the street called or known as Little Kidwell, adjoining the land of Louise Kenton on its East, and the land of Isaih Newman, Jr., on its West, and having a frontage on said street of 34 feet and said with being uniform through its depth of 180 feet. Right as user, that is to say, a right of ingress and egress at all times over and to that part of said alley way between the double building on the property conveyed and that other double building property next to this building." Said deed being recorded among the land records for Queen Anne's County aforesaid in Liber B.H.T. No. 6 folio 266.

That the said William Wallace possessed and occupied said real estate thereafter until his death sometime about the year 1930.

That upon the death of the said William Wallace, the said Eva Wilson Dorsey did during the year 1930, enter into possession of said real estate and did hold the same in her sole possession continuously, openly, notoriously and adversely to all the world and against anyone claiming the same up to and including the time of her death on March 1, 1960 which is for a period greater than twenty years.

That thereafter the Plaintiff was on August 30th, 1960, appointed Administrator of the estate of Eva Wilson Dorsey, deceased, by the Orphans' Court of Queen Anne's County, and at once qualified and forthwith did take possession of said deceased's real estate on behalf of her estate and has held the same ever since.

That thereafter the Plaintiff was appointed Administrator as Trustee of Eva Wilson Dorsey, deceased, by order of the said Orphans' Court of Queen Anne's County of September 13, 1960, to sell the hereinbefore described real estate of said deceased.

That thereafter the Plaintiff did sell said real estate to Rosie K. Nichols, and after down payment, the same was duly reported to the said Orphans' Court of Queen Anne's County, whereupon the Plaintiff was given permission to clear title to said real estate by said court, after having been informed by said purchaser that she would not accept title in its present state.

That no action at law or equity is now pending to test the validity of or to quiet or remove the cloud from the said title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 9th day of January, 1961, that the Plaintiff, 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 (4) successive weeks, before the 9th day of February 1961, shall give notice to the Defendants who are non-residents 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 13th day of March, 1961, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or final decree may be entered for the relief demanded by the Plaintiff.

Filed: Jan. 9, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER.

Centreville, Md., March 31, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication No. 4357 in the case/estate of Eva Wilson Dorsey 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, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of January 1961, and the last insertion on the 2 day of February, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BETTY BISCOE

Filed April 1, 1961

PETITION FOR DECREE PRO CONFESSO
Filed April 1, 1961

W. Edward Barton, Administrator
as Trustee

vs.

The Unknown Heirs, Executors
and Administrators of William
Wallace, deceased etc.

In The Circuit Court for
Queen Anne's County In
Equity No. 4357

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of W. Edward Barton, Administrator as Trustee, by J. Thomas Clark, his attorney, respectfully represents:

1. That the defendants, the unknown heirs, executors and administrators of William Wallace, deceased, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, have been duly summons to appear, answer and defend in this cause as evidenced by the certificate of publication of the Queen Anne's Record-Observer, a newspaper published in Centreville, Queen Anne's County, Maryland, of the order of publication heretofore issued in this cause.

2. That although the time allowed by said order of publication to the defendants to answer and defend in this cause has long since expired, the defendants have failed to enter their appearance, either in person or by solicitor, nor filed any pleading herein.

3. That your petitioner is advised and therefore alleges that he has a right to secure a Decree Pro Confesso against the said defendants, and that the papers be submitted to an Examiner of this Court so that your petitioner may offer testimony in support of the allegations of his bill of complaint.

To the end, therefore:

a-That a decree pro confesso may be granted by this Honorable Court against the defendants named herein.

b-That the papers in this cause may be submitted to one of the standing examiners of this court, so that your petitioner may take testimony in support of the allegations of the bill of complaint.

c-That your petitioner may have such other and further relief as his case may require.

And as in duty bound, etc.,

J THOMAS CLARK
Attorney for xPetitioner

Filed April 1, 1961

ORDER OF COURT
Filed April 1, 1961

ORDER OF COURT

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the Queen Anne's Record-Observer, a newspaper published in or at Centreville, in said Queen Anne's County, as prescribed by said order, and the defendants, the unknown heirs, executors and administrators of William Wallace, deceased, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them.

It is thereupon, this 5th day of April, 1961, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the bill of complaint be, and the same is hereby taken pro confesso against said defendants.

And it is further ordered that depositions be taken before one of the standing examiners of this Court, in support of the allegations of the bill.

THOS J KEATING JR.
Judge

Filed April 5, 1961

TESTIMONY
Filed May 3, 1961

W. EDWARD BARTON, et al

vs.

THE UNKNOWN HEIRS, EXECUTORS
AND ADMINISTRATORS OF WILLIAM
WALLACE, DECEASED, et al

* IN THE CIRCUIT COURT FOR
*
* QUEEN ANNE'S COUNTY
*
* In Equity No. 4357
*
* Fd. May 3, 1961

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Attorney for Plaintiff, did, at the office of J. Thomas Clark, Esq., Commerce Street, Centreville, Maryland at 2:30 o'clock, P.M., after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and 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 testimony or in the conduct of the proceedings.

B. HACKETT TURNER
Examiner

William Edward Barton, the first witness, being duly sworn did depose and say:

Questions by the Examiner:

Q: State your name, age, residence and occupation.

A: William Edward Barton of Barton Bros., 66, Centreville, Maryland, occupation, funeral director.

Q: Mr. Barton, has there been any previous litigation between you as Administrator of the estate of Eva Wilson Dorsey, deceased, and The Unknown Heirs, Executors and Administrators of William Wallace, deceased, et al.

A: No.

Questions by Mr. Clark:

Q: Will you state whether or not you are the Administrator as Trustee of the Estate of Eva Wilson Dorsey, late of Queen Anne's County, deceased,

A: I am.

Q: By which Court were you appointed?

A: By the Orphans' Court for Queen Anne's County, and I qualified on August 30, 1960.

Q: Now on what date were you appointed Administrator as Trustee of the Estate of Eva

Wilson Dorsey with power to sell the real estate owned by Eva Wilson Dorsey.

A: The 6th day of December, 1960, by the Orphans' Court for Queen Anne's County.

Q: Mr. Barton, upon your appointment as Administrator of the Estate of Eva Wilson Dorsey on August 30, 1960, will you please state whether or not you took possession of her property?

A: I did.

Q: And this property consisted of what?

A: Of a lot situated on Little Kidwell, Centreville, Maryland, improved by a dwelling where the deceased had resided for a number of years, more than twenty years, prior to her death.

Q: When did she die?

A: March 1st, 1960.

Q: After your appointment as Administrator as Trustee of this Estate, will you state whether or not you had occasion to sell this real estate involved in these proceedings?

A: Yes, I did.

Q: To whom was it sold?

A: Rosie K. Nichols.

Q: Did she make a down payment on this property?

A: She did.

Q: Why have you not given her a deed to the same?

A: She has asked for a clear title and that is the reason for this proceeding.

Q: Since you have been appointed Administrator of this Estate, have you taken possession of this property as against all other persons in the world on behalf of your decedent?

A: Yes.

Q: And you still hold it as such?

A: Yes.

Q: This real estate in question, which is located on Little in the Town of Centreville, Third Election District, Queen Anne's County, Maryland, according to the land records, to whom was this property last conveyed?

A: It was conveyed to one William Wallace by Charles E. and Florence Scott Tucker, by Deed dated the 6th day of January, 1927, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. , No. 6, folio 266.

Q: Do you know about when William Wallace became deceased?

A: Yes, according to the burial records of the Chesterfield Cemetery, he was buried on or about May 8, 1929.

Perry Trusty, the second witness, being duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, age, residence and occupation.

A: Perry Trusty, 68, Little Kidwell, Centreville, Maryland, drugstore clerk.

Q: Did you know William Wallace?

A: Yes sir.

Q: Did you know the house or real estate that he occupied during his lifetime?

A: Yes sir.

Q: Where was it located?

A: Up the street from me on Little Kidwell Avenue.

Q: How long has William Wallace been dead?

A: Thirty some year.

Q: Who was Eva Wilson Dorsey?

A: She was my second cousin.

Q: How long has Eva Wilson Dorsey been dead?

A: About a year.

Q: Where did Eva Wilson Dorsey live in Centreville?

A: Up the road on Little Kidwell in the house where William Wallace lived.

Q: About how long did Eva Wilson Dorsey live there after William Wallace died?

A: Until she died, over twenty years.

Q: Did anybody else live there with Eva?

A: Nobody except her mother until her mother died, and her mother died some years before Eva.

Q: Did Eva, while she lived there, did she claim ownership to this property?

A: Yes.

Q: Did she ever make any repairs to the property?

A: Yes sir.

Q: What were these repaired if you can recall?

A: She repaired the porch.

Q: Did she occupy the whole premises?

A: Yes sir.

Q: And how did she occupy the premises?

A: She kept the yard cleaned up and she lived in the house.

Q: Who paid the taxes on this property?

A: Eva Wilson Dorsey paid them.

Q: You have stated that Eva lived in this premises which was owned by William Wallace at his death from after he died up until the time of her death, and for a period of over twenty years. Was this occupancy by Eva continuous, was it open, adverse, notorious, visible, hostile, and exclusive to all of the rest of the world?

A: Yes, because I have heard her speak of this property many time, and refer to the place where she lived on Little Kidwell as her home.

Bertha H. Trusty, the third witness, being duly sworn, did depose and say:

Questions by Mr. Clark:

Q: Bertha, state your name, age, occupation and residence.

A: Bertha H. Trusty, 71, housewife, Little Kidwell, Centreville, Maryland.

Q: Did you know William Wallace during his lifetime?

A: Yes sir.

Q: How long has he been dead?

A: Around thirty years.

Q: Did Wallace own any real estate in the neighborhood during his lifetime?

A: Yes sir.

Q: Did he own the same real estate at the time of his death?

A: Yes sir.

Q: Where is the location of this real estate?

A: Right up from us on the same street.

Q: Who was Eva Wilson Dorsey?

A: She was my cousin by marriage.

Q: How long have you known her?

A: I been knowing her for just as well say around twenty-five or thirty years I reckon.

Q: When did Eva Wilson Dorsey die?

A: March 1st. 1960.

Q: Where did Eva Wilson Dorsey live during her lifetime while you knew her?

A: During the last twenty-five years she lived in Centreville.

Q: Where did she live in Centreville?

A: Up Little Kidwell, right up the road from us, in the house that belonged to William Wallace before he died.

Q: Will you please state whether or not Eva claimed ownership of the property?

A: I have heard her say she owned the place and it belonged to her.

Q: Did she exercise any rights that an owner usually does?

A: Yes.

Q: What were some of these rights if you can recall?

A: Well she would say it belonged to her, it was her home.

Q: Do you ever recall any repairs she made to the place?

A: Had the porch fixed, I know.

Q: Have you ever heard her acknowledge that anybody else had a claim to the property besides herself?

A: No sir.

Q: How many continuous years prior to her death did Eva live at the William Wallace property on Little Kidwell in Centreville, Maryland?

A: Around twenty-five years.

Q: Was her occupancy of this property actual, open, notorious, exclusive, continuous, adverse, and hostile to all others who might claim ownership to the same?

A: Yes, because during the last fifteen or twenty years she has lived there by herself.

Lillian R. Cromwell, the fourth witness being duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, age, residence and occupation.

A: My name is Lillian R. Cromwell. I live on Trayer Road, Monkton, Maryland, 60 years old.

Q: What is your occupation?

A: Housewife.

Q: Did you know William Wallace?

A: I knowed him as Uncle George. His name was William Wallace, but we always since I knowed him called him Uncle George.

Q: Do you/^{know}the real estate which he owned during his lifetime?

A: I do.

Q: Where was it located?

A: Little Kidwell, Centreville, Maryland, always was just Kidwell now it is Little Kidwell, cause you have a mail carrier.

Q: Did you know Eva Wilson Dorsey during her lifetime?

A: Yes, I did.

Q: Will you state whether or not she lived in Centreville during her lifetime?

A: She has lived up there where she is now on Little Kidwell for over twenty years.

Q: She lived where the property is on Little Kidwell for over twenty years?

A: Yes.

Q: Is this the property that belonged to William Wallace during his lifetime?

A: Yes it is.

Q: About when did Eva Wilson Dorsey die?

A: About a year ago.

Q: While Eva lived in the Wallace property, will you state whether or not she claimed ownership to the same?

A: Yes, she did.

Q: State any acts that you know that --- whereby she claimed ownership to the same?

A: She had the front porch repaired, and she made other necessary repairs to the house, she lived there by herself and she kept the yard cleaned up, and several times when I would come down the yard was cleaned up, the grass cut, I would help her. We could not do any burning because it was too close to the neighbors. She kept it cleaned up like you would to take care of a home, the usual procedure, the best she could.

Q: During Eva Wilson Dorsey's occupancy of the Wallace property, will you state

whether or not the same was a continuous one for over twenty years prior to her death?

A: Yes.

Q: Will you further state whether or not her occupancy was actual, open, notorious, exclusive, adverse and hostile as to anyone else and as against all persons.

A: Yes, that is right.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Complainant, as follows, to wit:

Beverly C. Larrimore, Stenographer,
for taking and transcribing the
testimony -----\$10.00

B. Hackett Turner, Examiner -----\$10.00

And I do further certify that said testimony was commenced at 2:30 o'clock, P.M., and was completed at 3:00 o'clock, P.M. or a period of thirey minutes.

B. HACKETT TURNER
Examiner

Filed May 3, 1961

MILITARY AFFIDAVIT
Filed May 4, 1961

W. Edward Barton, Admrx
as Trustee

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

Vs.

The Unknown Heirs, Executors
and Administrators of William
Wallance, deceased, etc.

No. 4357

Military Affidavit

State of Maryland, Queen Anne's County, to wit:

I Hereby certify, that on this 4 day of May, 1961, that before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared W. Edward Barton, the plaintiff in this cause, who made oath in due form of law that so far as he has been able to ascertain none of the unknown heirs, executors and administrators of William Wallace, deceased, or any person who could claim any interest in said real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, are not now in the military service of the United States and have not been in such service within three months prior to December 29, 1960.

T. SORDEN PIPPIN Clerk

Filed May 4, 1961

DECREE
Filed May 17, 1961

W. Edward Barton,
Administrator as Trustee
of the Estate of Eva Wilson
Dorsey, Deceased

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

Vs.

The Unknown Heirs, Executors and
Administrators of William Wallance,
deceased, and all other persons,
their heirs, executors and adminis-
trators who could claim any interest
in the real estate mentioned in these
proceedings, or who could claim to hold
a lien or encumbrance on the real estate
mentioned in these proceedings.

No. 4357

DECREE

The above cause standing ready for hearing and being submitted without argument, the bill of complaint, testimony and all the other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 17th day of May, 1961, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That W. Edward Barton, Administrator as Trustee of the estate of Eva Wilson Dorsey, deceased, has absolute ownership and the perfect right to ab-

solute disposition of the real estate in Queen Anne's County mentioned in these proceedings as as against the unknown heirs, executors and administrators of William Wallace, deceased, and all persons, their heirs, ececutors and administrators who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, said real estate being more particularly described, as follows, to wit:

"A lot or parcel of land improved by a double dwelling house situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, Maryland, on the South side of the street called "Little Kidwell", adjoining the land of Louise Kenton on its East, and the land of Isaih Newman, Jr., on its West, and having a frontage on said street of 34 feet and said width being uniform throughout its depth of 180 feet; with a right of ingress and egress at all times over and to that part of said alley-way lying between the double dwelling on the property herein described and the double dwelling on the Louise Kenton property which adjoins the herein described property on its Eastern boundary." And being the same real estate conveyed to William Wallace by Charles E. Tucker and Florence Smith Tucker, his wife, by deed dated January 6, 1927, and recorded among the land records for Queen Anne's County aforesaid in Liber B.H.T. , No. 6, folio 266.

(2) The unknown heirs, executors and administrators of William Wallace, deceased, and all other persons, their heirs, executors and administrators, who could claim any interest in the real estate herein mentioned or described or who could claim to hold a lien or encumbrance on the real estate herein described are hereby enjoined and restrained from asserting any claim to the aforesaid estate by any action at law, equity or otherwise.

THOS J KEATING JR.
Judge

Filed May 17, 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 three, the following Bill of Complaint was brought to be recorded, to wit:-

WILLIAM DUDLEY SHORT
AS NEXT FRIEND OF
PHYLLIS DIANE SHORT,
INFANT, MILLINGTON,
MARYLAND

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4584

VS.

PHYLLIS DIANE SHORT,
INFANT, MILLINGTON,
QUEEN ANNE'S COUNTY,
Maryland

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, as next friend of Phyllis Diane Short, infant, complaining, says:

1. That the said Phyllis Diane Short 12 years of age is an infant under the age of 21 years and resides in Queen Anne's County, Maryland.

2. That the said infant is seized in fee simple of 3 acres of land on which is a dwelling house, situate in the Seventh Election District of Queen Anne's County, Maryland, the same having been devised to her under Item 5 of the last will and testament of George Washington Short, deceased, bearing date of the 10th day December, 1962, and having been admitted to probate by the Orphans' Court of Queen Anne's County on April 22, 1963, and recorded among the Will Records of said county in Liber E.C.W., No. 1, folio 481, and filed herewith as a part hereof is a certified copy of said last will and testament marked "Exhibit A".

3. That said real estate as marked by William Dudley Short and John Hayden Short in accordance with Item 5 of said will is more particularly described as follows, to wit:

All that parcel of land improved by a frame dwelling situate in the Seventh Election District of Queen Anne's County, Maryland, on the public road leading from Dudley's Corner to Crumpton and being a part of the land known as "The Walter Wiggins Farm" and more particularly described as follows: BEGINNING at an iron post set in the ground along the eastern edge of said Dudley's Corner - Crumpton public road known as Maryland Route 290 where the land hereinafter described corners with the land of Carroll Williams and thence running with the said Carroll Williams' land in an easterly direction a distance of 570 feet, more or less, to an iron post along other lands of "The Walter Wiggins Farm" now owned by John H. Short; thence with the said John H. Short lands in a southerly direction to an iron post, a distance of 230 feet, more or less; thence with the lands of said John H. Short in a westerly direction to an iron post along the eastern edge of said public road, a distance of 570 feet, more or less; thence with said public road in a northerly direction, a distance of 230 feet, more or less, to an iron post, the place of beginning, containing 3 acres of land, more or less.

For title reference to said land see deed from Millard Ellingsworth to George W. Short dated March 26, 1939, and recorded among the Land Records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 11, folio 153.

4. That said house is now and for some time passed has been unoccupied, and is therefore producing no income, and that to procure a suitable tenant for the same, a large outlay of money for needed repairs and improvements which would be required.

5. That it would be for the benefit and advantage of the said infant to sell the said real estate, and to invest the proceeds thereof in some productive fund for her benefit.

To the end, therefore,

(1) That the said real estate may be sold, and the proceeds thereof re-invested under the authority of this Court.

(2) That your orator may have such other and further relief as his case may require.

And as in duty bound, etc.

WILLIAM DUDLEY SHORT
William Dudley Short
as next friend of
Phyllis Diane Short, infant

J. THOMAS CLARK
J. Thomas Clark
114 North Commerce Street
Centreville, Maryland

196

Phone - Centreville 392
Attorney for Plaintiff

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 24th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William Dudley Short and made oath in due form of law that the matters and facts stated in the foregoing bill are true to the best of his knowledge and belief.

Witness my hand and notarial seal.

EVELYN D. NELSON
Notary Public

Notary Public Seal.

Filed Sept. 27, 1963

CONSENT OF NEXT FRIEND
Filed Sept. 27, 1963

Millington, Maryland
September 19, 1963

J. Thomas Clark, Esq.
114 North Commerce Street
Centreville, Maryland

Dear Mr. Clark:

You are hereby authorized to use my name as next friend for my half sister, Phyllis Diane Short, minor, in a suit to be filed in the Circuit Court of Queen Anne's County, In Equity, for the sale of the real estate which my half sister was devised under the will of my father, George Washington Short, deceased.

WILLIAM DUDLEY SHORT
William Dudley Short

Filed Sept. 27, 1963

EXHIBIT "A" WILL BE FOUND IMMEDIATELY AFTER THIS NEXT PAPER, WHICH WAS FILED ON Sept. 27, 1963.

SUMMONS AND RETURN
Filed Oct. 2, 1963

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

File No. 4584

Docket T.S.P. #2, fol. 331

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

TO: Phyllis Diane Short, infant,
Millington, Queen Anne's County, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of October, next, to answer an action at the suit of

William Dudley Short, as next friend of
Phyllis Diane Short, infant,
Millington, Queen Anne's County, Maryland

Issued the 27th. day of September 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNE(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce Street
ADDRESS: CENTREVILLE, Maryland
Phone: 392 Centreville

CHARLES W. CECIL
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

If you fail to file an answer or other defense on or before October 22 1963, The Plaintiff may obtain a Decree Pro Confesso against you.

Filed Oct. 2, 1963

And on the back of the foregoing is the following Return, to wit:-

Served by delivering a copy of the Summons to Howard Short, and by leaving with him a copy of the Bill of Complaint this 1st day of Oct. 1963. Also copy of Summons and Bill of Complaint left with Phyllis Diane Short, this 1st day of Oct. 1963.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

EXHIBIT A
Filed Sept. 27, 1963

LAST WILL AND TESTAMENT
OF
GEORGE WASHINGTON SHORT

I, GEORGE WASHINGTON SHORT, of the Seventh Election District of Queen Anne's County, State of Maryland, Post Office Sudlersville, Maryland, being of sound and disposing mind, memory and understanding do make, publish and declare this as my Last Will and Testament in the manner following, that is to say:

After payment of all my just debts and funeral expenses, including a marker for my grave, I give, devise and bequeath my estate, as follows:

ITEM 1 - To my son, William Dudley Short, I give, devise and bequeath my farm located in the Seventh Election District of Queen Anne's County, State of Maryland, containing 57 acres of land, more or less, which was granted and conveyed unto me by Robert Andrews and wife on the 22nd day of March, 1951, and recorded in Liber T. S. P. No. 1, folio 123, of the Land Records for Queen Anne's County, absolutely and in fee simple.

ITEM 2 - To my son, John Hayden Short, I give, devise and bequeath my home farm located in the Seventh Election District of Queen Anne's County, State of Maryland, known as "California" and containing 83 acres of land, more or less, which was granted and conveyed unto me by the Kent County Savings Bank, Inc., on the 3rd day of April, 1951, and recorded in Liber T. S. P. No. 4, folio 222, of the Land Records of Queen Anne's County, absolutely and in fee simple. AND ALSO, I give, devise and bequeath unto my son, John Hayden Short, that farm known as "The Walter Wiggins Farm" containing 40 acres of land, more or less, which was granted and conveyed by Millard Ellingsworth to me on the 26th day of March, 1939, and recorded in Liber A. S. G. Jr. No. 11, folio 153, of the Land Records of Queen Anne's County.

ITEM 3 - I give, devise and bequeath unto my two (2) sons, William Dudley Short and John Hayden Short, as joint tenants, and not as tenants in common, all that tract of land containing 77.7 acres of land, located in the Seventh Election District of Queen Anne's County which was granted and conveyed unto me on the 13th day of January, 1955, and recorded in Liber T. S. P. No. 20, folio 42, of the Land Records of Queen Anne's County.

ITEM 4 - To my Grandson, George Elwood Short, I give, devise and bequeath the twelve (12) acres of land located in the Seventh Election District of Queen Anne's County, State of Maryland, on Route #290, which was granted and conveyed unto me on the 11th day of April, 1955, by John F. Teat and recorded in Liber T.S.P. No. 21, folio 153, of the Land Records of Queen Anne's County.

ITEM 5 - I give, devise and bequeath unto my daughter, Phyllis Diane Short, the home in which we live on the Wiggins Farm adjoining the property of Carroll Williams and with said home three (3) acres of land surrounding same and marked by my said son, the said William Dudley Short and John Hayden Short, the said executors hereinafter named. I also give and bequeath unto my said daughter, Phyllis Diane Short, all the furniture and furnishings in the above said home.

ITEM 6 - I hereby direct my two (2) sons, the said William Dudley Short and John Hayden Short, to pay unto my said daughter, Phyllis Diane Short, the sum of Seven Hundred (\$700.00) Dollars each per year, until she reaches the age of 21 years, the first of said payments to be one (1) year from the date of my death. Said payments to become a lien upon the property devised unto my said sons, in Item Nos. 1, 2 and 3 of this my Last Will and Testament.

ITEM 7 - All my livestock and machinery located on these two (2) farms, I give, devise and bequeath unto my two (2) sons, William Dudley Short and John Hayden, as joint tenants.

ITEM 8 - I constitute and appoint my two (2) said sons, William Dudley Short, and John Hayden Short, to be the Executors of this my Last Will and Testament, hereby revoking all other Wills and Codicils heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 10th day of December, 1962.

George Washington Short (SEAL)
George Washington Short

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testator, George Washington Short, as and for his Last Will and Testament in the presence of us, who, at his request, in his presence and in the presence of each other, and believing him to be of sound and disposing mind, memory and understanding, have hereunto subscribed our names as witnesses thereto.

Names: Robert R. Price Jr
Harry C. Butler

Addresses: Centreville, Maryland
Centreville, Maryland

State of Maryland, Queen Anne's County, to wit:

On the 22nd day of April A.D., 1963, came Harry C. Butler of Centreville, Maryland, Custodian of the within and foregoing instrument of writing purporting to be the last Will and Testament of GEORGE WASHINGTON SHORT, 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 a a file in his office where the same had been filed by the Testator on or about 10th day of December, A.D. 1962.

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 22nd day of April 1963, came Harry C. Butler and Robert R. Price, Jr., of Centreville, Maryland, the two subscribing witnesses to the foregoing last Will and Testament of GEORGE WASHINGTON SHORT, 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 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.

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 GEORGE WASHINGTON SHORT, 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 22nd day of April, A.D., 1963, that the same be admitted in this Court as the true and genuine last Will and Testament of the said GEORGE WASHINGTON SHORT, deceased.

E. CLYDE WALLS
Register of Wills of Queen Anne's County, Maryland.

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 GEORGE WASHINGTON SHORT, late of Queen Anne's County, deceased, as filed and passed in this office on April 22, 1963 and recorded in Liber E.C.W. No. 1 Folio 481 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 18th day of September 1963.

E. CLYDE WALLS
Register of Wills for Queen Anne's County, Maryland

Seal's Place

Filed Sept. 27, 1963

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
Filed Oct. 7, 1963.

WILLIAM DUDLEY SHORT,
as next frien of
PHYLLIS DIANE SHORT,
infant, Millington,
Maryland
Plaintiff

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

vs.

NO. 4584

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland
Defendant

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William Dudley Short, as next friend of Phyllis Diane Short, infant, the Defendant in the above cause, respectfully represents:

That the said Phyllis Diane Short, the Defendant in this cause, has been duly returned summoned, but being an infant she cannot defend herself in this suit.

Your Petitioner therefor prays your Honor to appoint 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
114 N. Commerce Street
Centreville, Maryland
Phone - Centreville 392

WILLIAM DUDLEY SHORT (SEAL)
William Dudley Short

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

I HEREBY CERTIFY that on this 7th day of October, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, Personally appeared William Dudley Short and made oath in due form of law that the matters and facts stated in the above Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

EVELYN D. NELSON
Notary Public

Filed Oct. 7, 1963

ORDER OF COURT
Filed Oct. 8, 1963

ORDER OF COURT

ORDERED, this 8th day of October, 1963, by the Circuit Court of Queen Anne's County, in Equity, upon the foregoing Petition and Affidavit, that Betty M. Comegys be, and she is hereby appointed guardian ad litem to appear and answer for Phyllis Diane Short, infant defendant in said cause.

THOS. J. KEATING, Jr.
JUDGE

Filed Oct. 8, 1963

ANSWER OF GUARDIAN AD LITEM
Filed Oct. 9, 1963.

WILLIAM DUDLEY SHORT,
as next friend of
PHYLLIS DIANE SHORT,
infant, Millington,
Maryland
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

vs.

No. 4584

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland
Defendant

ANSWER OF GUARDIAN AD LITEM

The Answer of Phyllis Diane Short, infant, by Betty M. Comegys, guardian ad litem, duly appointed by an Order of this Court, to the Bill of Complaint of William Dudley Short against her in this Court exhibited.

This Defendant, being an infant, cannot admit any of the matters and things in said Bill alleged, and submit her rights thereunder, to the protection

of this Court.

AND AS IN DUTY BOUND, ETC.

BETTY M. COMEGYS
Betty M. Comegys, Guardian

Service of a copy of the foregoing Answer of Guardian Ad Litem hereby admitted this 9th day of October, 1963.

J. THOMAS CLARK
Attorney For Plaintiff

Filed Oct. 9, 1963.

REPORT OF EXAMINER AND TESTIMONY
Filed Oct. 9, 1963

WILLIAM DUDLEY SHORT,
as next friend of
PHYLLIS DIANE SHORT,
infant, Millington,
Maryland
Plaintiff

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4584

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland
Defendant

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor for the Plaintiff, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Wednesday, October 9, 1963, at 9:30 o'clock, a.m., after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and 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 testimony or in the conduct of the proceedings. Parties to this cause waived the required notice as to the taking of the said depositions.

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed Oct. 9, 1963

William Dudley Short, upon being sworn, did depose and say:

Questions by the Examiner:

Q. State your name, age, residence and occupation.
A. William Dudley Short, 37, Millington, Maryland, farmer.

Q. Will you state whether or not there has been any prior litigation between you and Phyllis Diane Short?
A. No.

Questions by Mr. Clark:

Q. Who is Phyllis Diane Short?
A. She is my half-sister and she inherited under the will of my father, George Washington Short.

Q. When did your father die?
A. April 18, 1963.

Q. Is she one of the heirs or devisees under the will of your father?
A. Yes.

Q. I show you this paper writing that recites the Last Will and Testament of George Washington Short, the same being a certified copy dated December 10, 1962, and recorded among the Will Records of Queen Anne's County in Liber E.C.W. No. 1, folio 481, and ask you to identify it.
A. This is a certified copy of my father's last will and testament.

Mr. Clark introduced into evidence the certified copy of George Washington Short's Last Will and Testament to be marked Exhibit 1 to this testimony.

Q. Under this will, can you state what Phyllis Diane Short inherited?
A. Under Item 5 of the will she was to be given 3 acres of land on which a dwelling house is located and the land was to be marked off by myself and my brother, John Hayden Short, who are Executors of the estate.

Q. Is this estate being administered upon in the Orphans' Court of Queen Anne's County?
A. Yes.

Q. Who are the Executors?

A. Myself and my brother, John Hayden Short.

Q. When did you qualify?

A. On April 22, 1963.

Q. In accordance with Item 5 of said will, have you and your brother, John Hayden Short, marked off the land devised to your half-sister, Phyllis Diane Short?

A. Yes.

Q. Can you tell me the dimensions of the property as marked off?

A. We marked off a plot of ground and set iron posts at the four corners and the house is located on this ground.

Q. What is the description of this plot of ground that you set off for your half-sister?

A. It is a parcel of land located on the eastern side of the Dudley's Corner - Crumpton public road known as Maryland Route 290 and is located in the Seventh Election District of Queen Anne's County. We began at an iron post on the eastern side of the Dudley's Corner - Crumpton public road where the land we have set off corners with the land of Carroll Williams and then we ran with the land of Carroll Williams in an easterly direction 570 feet, more or less, to an iron post that we set in the ground along lands that my brother, John Hayden Short, inherited from my father under my father's will; and then we went with John's land in a southerly direction to an iron post 230 feet, more or less; then we continued with the land of John's in a westerly direction to an iron post, which is along the easterly edge of the Dudley's Corner - Crumpton public road, a distance of 570 feet, more or less; and then we went along the eastern edge of the Dudley's Corner - Crumpton public road in a northerly direction 230 feet, more or less, to the iron post where we began and which contains according to our estimate approximately 3 acres of land.

Q. Does this land contain the home in which your father lived?

A. Yes.

Q. What is this land a part of?

A. The Walter Wiggins Farm.

Q. I hand you a certified copy of a deed from Millard Ellingsworth to George W. Short dated March 26, 1939, and recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr., No. 1, folio 153, and ask you to identify it.

A. This is the deed which my father obtained title to the Wiggins Farm.

Mr. Clark introduced into evidence the certified copy of the deed to be marked Exhibit 2 to this testimony.

Q. How old is Phyllis Diane Short?

A. She is 11 years old and will be 12 years old in March.

Q. Is the house on this land inherited by your half-sister occupied?

A. No.

Q. How long has it been vacant?

A. About 2 months.

Q. What are the chances of obtaining a suitable tenant on these premises?

A. There is not very much of a chance since the house has no bath room, no running water and is very cheaply constructed.

Q. In your opinion would it be to the benefit and advantage of the infant to sell this real estate and invest the proceeds in some productive fund for her benefit?

A. Yes. The costs of maintaining the property with insurance and taxes and repairs wouldn't produce the income that the money invested in a savings account would. You couldn't rent it for more than \$25.00 even after a bath room and other repairs were made and with the type of tenants you would get, there would be a problem of collection of rent.

John E. George, upon being sworn, did depose and say:

Question by the Examiner:

Q. State your name, age, residence and occupation.

A. John E. George, 51, Sudlersville, Maryland, Grain Dealer and Bank Director.

Q. Are you familiar with the plot of ground that has been laid off by William Dudley Short and John Hayden Short in accordance with the will of George Washington Short for Phyllis Diane Short?

A. Yes.

Q. Are you familiar with the dwelling house that is located thereon?

A. I am.

Q. Have you had occasion to personally inspect this premises?

A. I have.

Q. Are you familiar with the land values in the vicinity in which this property is located?

A. Yes. I own some farm land a short distance from this property and I would be quite familiar with land values in this area.

Q. What do you consider the land value of the 3 acres on which the house is located?

A. \$2,500.00

Q. Will you please state how you arrived at this evaluation?

A. In arriving at the value, I am taking in consideration the size of the house and

the construction. It is a small four-room cottage with no heat and no running water. The construction is fair to poor. The acreage would have no commercial size for farming at all.

Q. Do you know Phyllis Diane Short?

A. I know of her.

Q. Can you state whether or not she is an infant under the age of 21 years?

A. That is my understanding.

Q. In your opinion would it be to the interest and advantage of this infant to sell the real estate described in this proceedings and if so why?

A. I feel that the child should sell the property because the type of tenants would raise a problem of collecting rent and the rent would be eaten up in repairs and maintenance of the property, as well as the taxes and insurance. I would think that \$300.00 a year would be a fairly accurate gross income. The \$2,500 invested in a savings account at 3% interest would be about \$85.00.

Q. Would the \$300 a year bring any net income?

A. No net income.

Q. Do you think that in your opinion it would be more to the benefit of said child to sell the property and invest the money in a savings account?

A. Yes.

Herbert A. Willis, upon being sworn did depose and say:

Question by the Examiner:

Q. State your name, age, residence and occupation.

A. Herbert A. Willis, 52, Sudlersville, Maryland, Real Estate Broker.

Q. Are you familiar with the plot of land that has been laid off by William Dudley Short and John Hayden Short under the provisions of the will of George Washington Short for Phyllis Diane Short, which contains 3 acres of land and a house?

A. Yes.

Q. Have you inspected this premises?

A. Yes.

Q. What do you consider a true value of the lot and dwelling house located thereon?

A. This dwelling is a cheaply constructed dwelling. It is built of rough lumber and other odds and ends of lumber that give it the cheap appearance. It doesn't contain bath or running water or heat. It doesn't lend itself to rental because of the type of tenant that would want the property without conveniences. The value of the property is \$2,500.00 including the three acres of land. This has been arrived at by values in the community and sales of like property. Also, the amount of money needed or necessary to make this property comparable to other properties bring more in the market. In other words, the cost of modernizing this house the income would not be sufficient to carry the expenses, the costs of repairs and maintenance. The money received from the sale of this property would be better invested in guaranteed savings account.

Q. Do you think that \$2,500.00 would be a very good price for the property in its present condition?

A. Yes.

Q. Do you think that it would be to the interest and benefit and advantage of the infant to sell this real estate and invest the proceeds in a savings account?

A. Yes.

Q. Why?

A. For the reasons I have stated above.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Plaintiff, as follows, to wit:

Betty M. Comegys, Stenographer,
for taking and transcribing the
testimony-----\$15.00

B. Hackett Turner, Examiner-----\$10.00

And I do further certify that said testimony was commenced at 9:30 o'clock, a.m. and was completed at 10:45 o'clock, a.m. or a period of one hour and fifteen minutes.

B. HACKETT TURNER
Examiner

Filed Oct. 9, 1963

DEPOSITION EXHIBIT #1

Filed Oct. 9, 1963 has already been recorded earlier in this proceedings under titling of Exhibit A, filed Sept. 27, 1963.

DEPOSITION EXHIBIT #2

Filed Oct. 9, 1963

.....
#19,368. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Sixth day of April, in the year nineteen hundred and thirty nine, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Fifty Cent
Int. Rev. Stamps. Endorsed Apr.
26 1939 M.E.

One-One Dollar, One-Twenty Cent and
One-Ten Cent Recordation Tax Stamps.
Endorsed 4/26/39 G.W.S.

THIS DEED, made this Twenty Sixth day of April, in the year nineteen hundred and thirty nine, between Millard Ellingsworth of Queen Anne's County in the State of Maryland, party of the first part, Margaret Ellingsworth, his wife, or same place, party of the second part, and George W. Short and Florence Short, his wife, of the same place, parties of the third part,

WITNESSETH: that the said party of the first part and the said party of the second part, for and in consideration of the sum of thirteen hundred dollars to them in hand paid at or before the delivery of these presents, the receipt of which is hereby acknowledged, do hereby grant and convey unto them, the said George W. Short, and Florence Short, his wife, the parties of the third part, their heirs and assigns forever, in fee simple, as tenants by the entireties,

all that farm or tract of land called or known as "The Walter Wiggins Farm" and/or "Kaintuck" (a part of a larger tract called or formerly called "Kaintuck"), situate, lying and being in the Seventh District of Queen Anne's County in the State of Maryland, on the right side of the cement road leading from Dudley's Corner (on the Sudlersville-Church Hill Road) to Crumpton adjoining the land of Medford Graham (formerly the land of Phillip Grimm) and also adjoining the land of Oscar Pleasanton (formerly the land of Enoch Pleasanton), and contained within the following metes and bounds, courses and distances, according to a survey of the same made in the month of April, 1939, by J. E. Spear, surveyor, to wit:-

Beginning for the same in the center of said road at a point which is twenty one feet North fifty degrees west from a stone set in the line of the land hereby conveyed and in the line of the land of said Medford Graham and running thence with the center of said road
North 26 degrees west 1288 feet to the branch or stream of water called "Kaintuck Branch"; thence with said branch
South 81.5 degrees east 424 feet, thence also with said branch
North 428 degrees east 1230 feet to land of or said to be Joel McGuinness; thence
South 41.1 degrees east, 1102 feet to land of said Medford Graham; thence with his lands as follows, to wit:
South 83.5 degrees, west 215 feet;
South 31.0 degrees west 369 feet; and thence
South 50.0 degrees west 1314 feet to the point of beginning, containing 40.4 acres, more or less.

Being the same land conveyed by Mary C. Anderson and other heirs at law of Walter Wiggins to the party of the first part by deed dated December 20, 1934, recorded in Liber B. H. T. No. 18, on folios 548, etc.

Being the same land conveyed by Charles W. Slagle et al. by deed dated February 4, 1903, recorded in Liber J. E. G. No. 4, folios 513, etc., unto the said Walter Wiggins, who died in 1934 seised and possessed thereof and intestate, leaving as heirs at law the grantors named in above mentioned deed.

Being the same land described in the deed to Charles W. Slagle from John B. Brown, trustee, dated November 20, 1895, recorded in Liber W. H. G. No. 3, folios 545.

The Libers mentioned are land records of Queen Anne's County.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in any wise appertaining.

AND the party of the first part covenants that he will warrant specially the property hereby conveyed; that he is seised of the land hereby conveyed; that he has done no act to encumber said property, and that he will exexute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part and the party of the second part have hereunto affixed their names and seals day and year first above written.

MILLARD ELLINGSWORTH (SEAL)
MARGARET ELLINGSWORTH (SEAL)

TEST:-
FRANCES BUTLER

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

I hereby certify that on this Twenty Sixth day of April, 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 Millard Ellingsworth and Margaret Ellingsworth, his wife, grantors above named, and

each did acknowledge the foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal Notarial the day and year first above written.

JOHN F. STOKES
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY THAT THE AFOREGOING IS TRULY TAKEN AND COPIED FROM Liber A.S.G. Jr. No. 1, folio 153, 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 9th day of October in the year nineteen hundred and sixty-three.

Seal's Place

CHARLES W. CECIL
Clerk

Filed Oct. 9, 1963

WAIVER OF TIME FOR TESTIMONY TO LIE IN COURT
Filed Oct. 9, 1963

WILLIAM DUDLEY SHORT,
as next friend of
PHYLLIS DIANE SHORT,
infant, Millington,
Maryland
Plaintiff

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland
Defendant

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4584

We, J. Thomas Clark, Attorney for Plaintiff, and Betty M. Comegys, Guardian Ad Litem, under the provisions of Rule 580-P, Maryland Rules of Procedure, hereby waive the ten day time limit that the depositions should lie in Court, and request that the same be considered forthwith.

J. THOMAS CLARK
Attorney for Plaintiff

BETTY M. COMEGYS
Guardian Ad Litem

Filed Oct. 9, 1963

DECREE Oct. 11, 1963 Filed.

WILLIAM DUDLEY SHORT,
as next friend of
PHYLLIS DIANE SHORT,
infant, Millington,
Maryland,
Plaintiff

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland
Defendant

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4584

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 11th day of October, 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 infant party owning said real estate. And it is further adjudged, ordered and decreed that J. Thomas Clark, be and he is hereby appointed trustee for the purpose of making such sale.

And it is further adjudged, ordered and decreed as follows:

1. 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 this decree or which may be reposed in him by any future decree or order in the premises.

2. That said real estate may be sold at either private or public sales but if at private sale for not less than the sum of Two Thousand five hundred Dollars (\$2500.00) and if at public sale said trustee shall then give at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County, Maryland, and such other matter as he shall deem proper, of the time, place, manner and terms of sale, which terms, whether at public or private sale, shall be as follows: ten per cent of the purchase money to be paid in cash on day of sale, and in case of private sale shall include a written contract of the terms of this decree, and the balance of the purchase money to be paid on date of final ratification by the Court, or all cash at the option of the purchaser, the credit payment, if any, to bear interest from the day of sale.

3. That as soon as convenient after such sale, the said trustee shall return to this Court, a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money, and not before, the said trustee is hereby authorized, by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser, his, her or their heirs, the property and and estate to him, her or them sold, free clear and discharged from all claims of the parties to this Cause.

4. And the said trustee shall bring into this Court the money arising from the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of suit 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 Oct. 11, 1963

CERTIFIED COPY OF BOND
Filed Oct. 14, 1963

RECEIVED FOR RECORD Oct. 14, 1963

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J. Thomas Clark, of Queen Anne's County, State of Maryland, as principal, and Maryland Casualty 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 Six Hundred Dollars (\$2,600.00), 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 14th day of October, 1963.

WHEREAS, the above bounden, J. Thomas Clark, has by decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 11th day of October, 1963, been appointed Trustee in a cause entitled "William Dudley Short, as next friend of Phyllis Diane Short, infant, Millington, Maryland, vs. Phyllis Diane Short, infant, Millington, Maryland," being Chancery No. 4584, 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 Six Hundred Dollars (\$2,600.00) as required by said decree; and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, J. Thomas Clark, 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 14th day of October, 1963.

WITNESS:

JOSEPH S. QUIMBY

J. THOMAS CLARK
J. Thomas Clark
Trustee

ATTEST:

MARYLAND CASUALTY COMPANY

JOSEPH S. QUIMBY

By: DOROTHY E. CONNOLLY
Dorothy S. Connolly Attor-
ney-in-fact
Surety

Security approved and Bond filed Oct. 14, 1963.

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney attached.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I Hereby Certify that the foregoing was truly taken and copied from Liber C.W.C. No. 1, folios 9, etc., 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 14th. day of October, in the year nineteen hundred and sixty three.

Seal's Place

CHARLES W. CECIL
Clerk

Filed Oct. 14, 1963

REPORT OF SALE
Filed Oct. 14, 1963

WILLIAM DUDLEY SHORT,
as next friend of Phyllis
Diane Short,
infant, Millington,
Maryland

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4584

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this cause by J. Thomas Clark, Trustee, respectfully represents unto Your Honors:

The pursuant to a decree of this Honorable Court passed on the 11th day of October, 1963, your trustee did file in this cause a bond with corporate surety thereon in the penalty of Two Thousand Six Hundred Dollars (\$2,600.00) 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 parcel of land, with the improvements thereon, situate in the Seventh Election District of Queen Anne's County, Maryland, on the eastern side of the public road leading from Dudley's Corner to Crumpton, as more fully described in the Bill of Complaint filed herewith, was sold at private sale unto John H. Short in accordance with the terms and conditions of a written Contract of Sale filed herewith and made a part hereof, for the sum of Two Thousand Six Hundred Dollars (\$2,600.00)

Your Trustee further reports that said purchaser has paid unto your Trustee the initial deposit of Two Hundred Sixty Dollars (\$260.00) and he believes said purchaser 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 Three Hundred Forty Dollars (\$2,340.00) with interest at the legal rate, 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 Six Hundred Dollars (\$2,600.00).

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark
Trustee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

This is to certify that on this 14 day of Oct. 1963, before the subscriber, The Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J. Thomas Clark, 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.

Seal's Place

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County
in Equity

Filed Oct. 14, 1963

THIS AGREEMENT, Made this 14th day of October nineteen hundred and sixty-three, between J. Thomas Clark Trustee in Chancery No. 4584, in the Circuit Court for Queen Anne's County, in Equity, of Queen Anne's County, Maryland, party of the first part and John H. Short, of Queen Anne's County, Maryland, party of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Seventh Election District of Queen Anne's County, Maryland, on the public road leading from Dudley's Corner to Crumpton, and being a part of the land known as "The Walter Wiggins Farm", and having a width of 230 feet, more or less, on said public road, said width being uniform throughout its depth of 570 feet, more or less, containing three acres of land, more or less.. Being the same parcel of land devised to Phyllis Diane Short, infant, by the last will and testament of George Washington Short, dated December 10, 1962, and recorded among the Will Records of Queen Anne's County aforesaid in Liber E.C.W. No. 1, folio 481, and being a part of the land conveyed to George Washington Short by Millard Elingsworth by deed dated March 26, 1939, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 1, folio 153 At and for the price of Two Thousand Six Hundred Dollars, of which the sum of Two Hundred Sixty Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: upon final Order of Ratification of said sale by the Circuit Court of Queen Anne's County, in Equity

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee..

Taxes, and insurance to be paid or allowed for by the Vendor to to date of final settlement

Time is the essence of this contract.

Witness our hands and seals.

TEST:

J. THOMAS CLARK (SEAL)
J. Thomas Clark, Trustee

JOHN H. SHORT (SEAL)
John H. Short

ELMER KESSLER

Filed Oct. 14, 1963

ORDER NISI ON SALE
Filed October 14, 1963

ORDER NISI ON SALE

William Dudley Short as next friend
of Phyllis Diane Short, Infant,
Millington, Maryland

vs.

Phyllis Diane Short, Infant,
Millington, Queen Anne's County,
Maryland

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

Cause No. 4584

ORDERED, this 14th. day of October, 1963, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Trustee, be ratified and confirmed, on or after the 14th. day of November, 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 November, 1963.

The report states the amount of sales to be \$2,600.00.

CHARLES W. CECIL Clerk

Filed October 14, 1963.

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE THAT WAS FILED NOV. 14, 1963 had incorrect dates in the certificate and the corrected one will appear after the next paper.

AFFIDAVIT
Filed Nov. 14, 1963

WILLIAM DUDLEY SHORT,
as next friend of
Phyllis Diane Short,
infant, Millington,
Maryland

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4584

*** AFFIDAVIT ***

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 13th day of November, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John H. Short being the purchaser named in the Report of Sale filed in this cause and made oath in due form of law as follows:

1. That the said purchaser or purchasers are not acting in said purchase as agent for any other person, firm or corporation;
2. That the said purchaser or purchasers are the sole principal purchaser or purchasers involved in said sale; and
3. That the said purchaser or purchasers have not directly or indirectly discouraged any one from bidding for the property involved in said sale.

Notary
Public
Seal.

EVELYN D. NELSON
Notary Public

Filed Nov. 14, 1963

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE
Filed Nov. 14, 1963

ORDER NISI ON SALE

William Dudley Short as next friend
of Phyllis Diane Short, In-
fant,
Millington, Maryland

vs.

Phyllis Diane Short, Infant,
Millington, Queen Anne's County,
Maryland

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

Cause No. 4584

ORDERED, this 14th day of October, 1963, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Trustee, be ratified and confirmed, on or after the 14th day of November, 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 November, 1963.

The report states the amount of sales to be \$2,600.00.

CHARLES W. CECIL, Clerk

Filed October 14, 1963

True Copy

Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 14, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale Cause No. 4584 in the case of William Dudley Short vs. Phyllis Diane Short 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 7 day of November, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of October 1963, and the last insertion on the 31 day of October, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Nov. 14, 1963

FINAL ORDER OF RATIFICATION ON SALE

Filed Nov. 14, 1963

WILLIAM DUDLEY SHORT,
as next friend of
Phyllis Diane Short,
infant, Millington,
Maryland

vs.

PHYLLIS DIANE SHORT,
infant, Millington,
Queen Anne's County,
Maryland

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4584

FINAL ORDER OF RATIFICATION ON SALE

ORDERED by the Circuit Court of Queen Anne's County in Equity this 14th day of November, 1963, 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; and B. Hackett Turner, Jr. Esq. is hereby appointed special auditor to audit the account in this cause, after first taking his oath of office before the Clerk of this Court.

THOS. J. KEATING, Jr.
Judge

Filed Nov. 14, 1963

CERTIFICATE OF NOTICES MAILED

Filed April 1, 1964

William Dudley Short,
as next friend of Phyllis
Diane Short, infant

vs.

Phyllis Diane Short, infant

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4584

CERTIFICATE OF NOTICES MAILED

TO THE HONROABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 1, 1964, 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:

J. Thomas Clark, Trustee
114 N. Commerce Street
Centreville, Maryland

Phyllis Diane Short, infant
Millington, Maryland

William Dudley Short, next
friend of Phyllis Diane Short, infant
Millington, Maryland

Queen Anne's County Welfare Board
Centreville, Maryland

Herbert A. Willis, Guardian of Phyllis Diane Short
Sudlersville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on April 1, 1964, 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.

B. HACKETT TURNER
Special Auditor

Filed April 1, 1964

AUDIT
Filed April 1, 1964

WILLIAM DUDLEY SHORT
AS NEXT FRIEND OF PHYLLIS DIANE
SHORT, INFANT,
Millington, Maryland

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4584

vs.

PHYLLIS DIANE SHORT,
INFANT, Millington,
Queen Anne's County,
Maryland

AUDIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of B. Hackett Turner, special auditor, unto Your Honors respectfully sets forth:

1. That your special auditor was appointed by Order of this Court of November 14, 1963, to audit the proceeds of sale reported herein, and has duly qualified.

2. That thereafter this account was stated at the request of J. Thomas Clark, Trustee, who was appointed by Decree of this Court of October 11, 1963, to make sale of the real estate sold in this cause and disburse the proceeds received therefrom.

3. 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 were produced, as well as his commissions and the costs of stating this account.

4. That after the payment of all expenses, the balance was directed to be distributed to Herbert A. Willis, Guardian of Phyllis Diane Short, minor, who was duly appointed to the same by Order of the Orphan's Court of Queen Anne's County, as per certified copy filed herewith and marked Exhibit "A" to this audit. The amount distributed to said Guardian in said account was the sum of \$2,181.73.

Respectfully submitted,

B. HACKETT TURNER
Special Auditor

March 31, 1964

Filed April 1, 1964

Cause No. 4584

The proceeds of the sale of real estate reported in this cause, in account with J. Thomas Clark, Trustee, appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1963

Nov 14	By gross proceeds of the sale of said land, per report of sale of said vendor, to wit:-----	\$2,600.00
	By interest on unpaid balance of purchase price, per statement of said vendor, to wit:-----	11.70
	By total proceeds of sale, to wit:-----	\$2,611.70

Dr.

To J. Thomas Clark, Trustee and vendor

his commissioners for making said sale
per order of Court,-----\$261.17

To do., for an amount paid Charles W. Cecil, Clerk, for Court costs, per receipt wxhibited as follows, to wit:

- 1-Costs of Charles W. Cecil, Clerk-----\$59.80
- 2-Costs of Joseph S. Quimby, Sheriff----- 4.00
- 3-Costs of B. H. Turner, Examiner----- 10.00
- 4-Costs of Betty M. Comegys, Stenographer----- 15.00
- 5-Costs of E. Clyde Walls, Register of Wills----- 10.00
- 6-Appearence fee of J. Thomas Clark, Attorney----- 10.00 108.80

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 the same exhibited, to wit:----- 10.00

To do., for an amount paid Queen Anne's Record-Observer for publishing the Order nisi of sale, per receipt exhibited, to wit:----- 14.00

To B. Hackett Turner, special auditor, for stating this account, the sum of----- 36.00

To Herbert A. Willis, Guardian of Phyllis Diane Short, minor, the balance or the sum of----- 2181.73

2611.70

2,611.70

March 31, 1964

B. HACKETT TURNER
Special Auditor

CERTIFICATE OF GUARDIANSHIP
Filed April 1, 1964

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 and 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 8th day of October A.D., nineteen hundred and sixty-three, that Herbert A. Willis was appointed Guardian of Phyllis Diane Short, infant child of George Washington Short late of Queen Anne's County, deceased, after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

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 26th day of March nineteen hundred and sixty-four.

Seal's Place

E. CLYDE WALLS
Register of Wills for Queen Anne's County.

Filed April 1, 1964

NISI RATIFICATION OF AUDIT
Filed April 1, 1964

NISI RATIFICATION OF AUDIT

William Dudley Short,
as next friend of Phyllis
Diane Short, Infant,

vs.

Phyllis Diane Short, Infant.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4584

ORDERED, this 1st day of April, 1964, that the report and account filed in these proceedings by B. Hackett Turner, Special Auditor, be ratified on or after the 17th day of April, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed April 1, 1964

FINAL RATIFICATION OF AUDIT
Filed April 17, 1964

William Dudley Short,
as next friend of Phyllis
Diane Short, Infant,

vs.

Phyllis Diane Short, Infant.

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

Cause No. 4584

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th. day of April, 1964, that the Report and Account filed herein by B. Hackett Turner, Special 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 Special Auditor; and J. Thomas Clark, Trustee, 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 April 17, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighteenth day of November, in the year nineteen hundred and sixty four, the following Petition was brought to be recorded, to wit:-

CHARLES WASKINS, and
MARY WASKINS
118-E. 25th Street
Baltimore 18, Md.

Plaintiffs

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Md.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity No. 4593

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PETITION FOR FORCLOSURE OF LAND
INSTALLMENT SALES AGREEMENT

To the Honorable, The Judge of Said Court,

The Petitioners by Malcolm W. Hardesty, their solicitor respectfully show:

1. That on the 8th day of April 1960, the Plaintiffs and Defendants entered into a conditional Sales Agreement for the purchase and sale of the leasehold premises, known as Sot 7, Block K. First Section, Kent Island Estates, Queen Anne's County, Maryland, wherein said Defendants assented to the passage of a decree for the sale of said property to take place at any time after any default in any covenant or condition of said Agreement; all of which will appear from said Agreement which is marked "Petitioners Exhibit No. 1", and filed herewith as part of this Petition.

2. That the Defendants are in default of their payment of said contract in the amount of Six Thousand Nine Hundred and Forty-Seven Dollars and Ninety-four cents (\$6,947.94) and that on September 20, 1963, the Plaintiffs notified the Defendant by Registered Mail of their intentions of declaring default of the payment on the Contract, (See copy of letter marked "Petitioner's Exhibit No. 2")

3. That your Petitioners prays that a decree may be passed for the sale of said property in accordance with Article 21, Section 113 and 115 of the Annotated Code of Maryland.

And as in duty bound, etc.

MALCOLM W. HARDESTY
Malcolm W. Hardesty
1800 N. Charles Street
Baltimore 1, Maryland
SA 7-1483

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

This is to certify that on this 18th day of November before me a Notary Public for the city aforesaid personally appeared Charles Waskins and Mary Waskins, Petitioners who made oath in due form of law that the matters and facts in the foregoing Petition are true to the best of their information knowledge and belief.

Notary
Public
Seal.

RAYMOND E. GRANT
Notary Public

Filed Nov. 18, 1963

PETITIONERS EXHIBIT NO. 1
Filed Nov. 18, 1963

CHARLES WASKINS, and
MARY WASKINS
118 E. 25th Street
Baltimore 18, Md.

Plaintiffs

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Md.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity No. 4593

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! ! !

This Agreement of Sale, made this 8th day of April 1960, between Charles Waskins and Mary B. Waskins, his wife, who resides at 4520 North Charles St., and whose post-office address is Baltimore 10, Maryland Seller, and CHARLES G. STALLINGS and GENEVA A. STALLINGS, his wife, who resides at Kent Island Estates and whose post-office address is Stevensville, 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 the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 7, Block K, of the First Section of Kent Island Estates, and more particularly described according to a Plat and Survey thereof entitled "Second Edition of the First Section of Kent Island Estates", made by J. B. Metcalfe, Registered Surveyor, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 190. at and for the cash price of EIGHT THOUSAND FIVE HUNDRED DOLLARS

\$ 8,500.00

Fees and other charges, if any \$ none

Insurance, covering loss by fire,

in the amount of \$8,500.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires One Year from Date

Total Purchase Price \$ 8,500.00

Paid on account by Buyer \$ 500.00

Principal balance owed by Buyer \$ 8,000.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) 15 W. Franklin Street, Baltimore 1, Maryland in consecutive (monthly) installments of \$76.00 each, which shall severally become due and payable on the fifteenth day of each and every (month) (week) beginning with the first installment due on the 15th day of April, 1960.

Interest at 6% per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) \$ none

Present Annual Taxes (estimated) \$ 75.00

Estimated Annual Water Rent \$ none

Insurance Premiums \$ 31.37

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 Sellers 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, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of _____ 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 understandings 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 _____, 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. Cost 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.

ROSE L. KILMER
Witness

CHARLES WASKINS (SEAL)
Seller's Signature Charles Waskins

ROSE L. KILMER
Witness

MARY B. WASKINS (SEAL)
Seller's Signature Mary B. Waskins

Date signed by Seller _____ 19____

IRVIN J. LANGSTROM
Witness

CHARLES G. STALLINGS (SEAL)
Buyer's Signature Charles G. Stallings

M. G. STEW
Witness

GENEVA A. STALLINGS (SEAL)
Buyer's Signature Geneva A. Stallings

Date signed by Buyer _____ 19_____.

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this _____ day of _____ 19_____.

Irvin J. Lanstrom

CHARLES G. STALLINGS Buyer

M. G. Stew

GENEVA A. STALLINGS Buyer

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY THAT the foregoing is truly taken and copied from the Original Standard Land Installment Contract filed on March 29th 1962 in Chancery Number 4451, and the same now remains on file in said Chancery Cause.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 18th day of November in the year nineteen hundred and sixty-three.

Circuit Court
Seal.

CHARLES W. CECIL
Clerk of Circuit Court

PETITIONERS EXHIBIT NO. 2
Filed Nov. 18, 1963

CHARLES WASKINS , and
MARY WASKINS
118 E. 25th Street
Baltimore 18, Md.

Plaintiffs

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Md.

! ! ! ! ! ! ! ! ! ! ! ! ! ! !

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4593

"PETITIONERS EXHIBIT NO. 2"

September 20, 1963

CHARLES G. AND GENEVA STALLINGS
Kent Island Estates
Stevensville, Maryland

Re: Lot 7 Block K Sec. 1
Kent Island Estates

Dear Mr. and Mrs. Stallings,

In compliance with the provision of Chapter 596 Laws of Maryland 1951, this constitutes written notice of the intentions of Charles and Mary B. Waskins to terminate the contract and Land Installment Agreement of Sale, dated April 8, 1960, for the above property.

1. Payments in the amount of \$381.00 are now in default.
2. This Contract shall terminate on October 21, 1963.

Failure to remedy this default will result in a sale of the property as provided in the contract.

Very truly yours,

M. W. Hardesty
Attorney for
Charles and Mary B. Waskins

MWH/cas
Certified Mail

The following is the Return Receipt.

Registered Mail No. 541881

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Charles G. Land Geneva Stallings

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Kent Island Estates

DATE DELIVERED: 11-23-63 ADDRESS WHERE DELIVERED (only if requested in form 3825)
Stevensville, Maryland

INSTRUCTIONS: Fill in items below and copy them on other side, when applicable. Mention number of articles and attach to back of article. Place on front of article: RETURN RECEIPT

REGISTERED NO.	NAME OF SENDER
541881	Malcolm W. Hardesty
STREET AND NO. OR P. O. BOX	
1000 E. Charles Street	
CITY, ZONE AND STATE	
Baltimore 1, Maryland	

Military Affidavit
Filed Nov. 18, 1963

CHARLES WASKINS and
MARY WASKINS
118 E. 25th Street
Baltimore 18, Md.

Plaintiffs

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Md.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity No. 4593

I

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 Malcolm W. Hardesty, solicitor for Petitioners and made oath in due form of law that he knows the defendants 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 whom have been ordered to report for military service.

Notary Public Seal.

Subscribed and sworn to before me
this 18th day of November 1963.

MALCOLM W. HARDESTY
Affiant.

RAYMOND E. GRANT
Notary Public

Filed Nov. 18, 1963.

STATEMENT OF LAND INSTALLMENT CONTRACT DEBT
Filed Nov. 18, 1963

CHARLES WASKINS, and
MARY WASKINS
118 E. 25th Street
Baltimore 18, Maryland

IN THE
CIRCUIT COURT

vs.
 CHARLES G. STALLINGS, and
 GENEVA STALLINGS
 Kent Island Estate
 Stevensville, Maryland

*
 *
 *
 *
 *
 *

QUEEN ANNE'S COUNTY
 In Equity No. 4593

STATEMENT OF LAND INSTALLMENT CONTRACT DEBT

Contract dated April 8, 1960	\$8,500.00
Balance	\$6,879.15
Interest 9/10 to 11/10/63	68.79
Total	<u>\$6,947.94</u>

STATE OF MARYLAND, CITY OF BALTIMORE, sct:

I HEREBY CERTIFY, That on this 10th day of October 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 Charles Waskins and Mary B. Waskins, the plaintiffs in the above entitled cause, and made oath that he 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.

JURZY WERNER

Notary Public
 Seal.

Filed Nov. 18, 1963

DECREE FOR SALE OF PREMISES UNDER LAND INSTALLMENT CONTRACT
 Filed Nov. 19, 1963

CHARLES WASKINS and
 MARY WASKINS
 118 E. 25th Street
 Baltimore 18, Maryland
 Plaintiffs

vs.

CHARLES G. STALLINGS and
 GENEVA STALLINGS
 Kent Island Estates
 Stevensville, Maryland

IN THE
 CIRCUIT COURT
 VOR
 QUEEN ANNE'S COUNTY
 IN EQUITY No. 4593

DECREE FOR SALE OF PREMISES UNDER LAND INSTALLMENT CONTRACT

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 19th day of November in the year nineteen hundred and sixty-three by the Circuit Court for Queen Anne's County, Maryland in equity, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentioned to be sold, at or after any one of the periods limited in Article 21 Sec. 113 & 115 for the forfeiture of said Sales Agreement that Malcolm W. Hardesty 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 \$8,500.00 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 week's notice in accordance with Maryland Rule W74 by advertisement, inserted in such newspaper published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be a cash deposit of \$500.00 at time and place of sale; balance of purchase money on or before 30 days after ratification of the sale by this Court and to bear interest from the day of sale; 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 the 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, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate sold to him, her or 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.

Value of Property \$8,500.00

THOS. J. KEATING, Jr.
Judge

Filed Nov. 19, 1963

BOND
Filed Dec. 12, 1963

IN THE CIRCUIT COURT FOR Queen Anne's County MARYLAND

Charles Waskins and
Mary Waskins Plaintiffs,

vs.

Equity No. 4593

Charles G. Stallings and
Genevieve Stallings, his wife
Defendant.

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Malcolm W. Hardesty as principal, and Queen Insurance Company of America, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand, Five Hundred and no/100 Dollars, to which payment well and truly to be made and paid we bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bounden Malcolm W. Hardesty is/about to exercise the power of sale contained in a certain mortgage/Deed of Trust from _____, said Mortgage/Deed of Trust dated the _____ and heretofore recorded among the Land Records of _____ County, Maryland, in Liber _____, at folio _____, et seq., default having occurred under the terms thereof.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Malcolm W. Hardesty does and shall well and truly perform the trust reposed in him/them and shall abide by and perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such encumbered property, or the proceeds thereof, then this obligation is to be void; otherwise, to be and remain in full force and virtue at law.

WITNESS the hand and seal of said principals and the corporate execution hereof by said surety by Marjorie Johnson., its attorney in fact, this 10th day of December 1963.

Signed, sealed and delivered
in the presence of:

MALCOLM W. HARDESTY
Malcolm W. Hardesty

Queen Insurance Company of America
Surety

BY: MARJORIE JOHNSON.
Marjorie Johnson
Attorney-in-Fact

BOND NO
CP66857-500-9-63

Corporate Seal.

Certified Copy of Power of Attorney attached.
Security approved and Bond filed Dec. 12, 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 C.W.C. No. 1, folio 17 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 12th day of December in the year nineteen hundred and sixty-three.

Circuit Court
Seal.

CHARLES W. CECIL
Clerk

Filed Dec. 12, 1963

REPORT OF SALE
Filed December 30, 1963

CHARLES WASKINS and
MARY WASKINS, his wife

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS, his wife

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity No. 4593

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of Malcolm W. Hardesty, Trustee appointed by the decree in the above entitled cause, to make sale of the Land Installment Contract covering Lot 7, Block K, Section 1, Kent Island Estates, 4th Election District, Queen Anne's County, Maryland 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 having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Queen Anne's Record - Observer, a weekly newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee who did pursuant to said notice on Tuesday the 17th day of December, 1963 at 2:00 o'clock P.M. attend on the premises and then and there sold the above described property to Charles Waskins and Mary B. Waskins, his wife, they being the highest bidder therefor, at and for the sum of Four Thousand Five Hundred (\$4,500.00) Dollars upon the terms mentioned in the said advertisement.

This report states the amount of sale to be Four Thousand Five Hundred (\$4,500.00) Dollars.

MALCOLM W. HARDESTY
Malcolm W. Hardesty, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 30th day of December, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Malcolm W. Hardesty, Trustee, and made Oath 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.

As witness my hand and Notarial Seal,

JERZY WERNER
Notary Public

Corporate
Seal.

Filed Dec. 30, 1963

CERTIFICATE OF PUBLICATION OF TRUSTEE'S SALE
Filed January 3, 1964

MALCOLM W. HARDESTY, Solicitor
1800 N. Charles Street
Baltimore, 1, Maryland

TRUSTEE'S SALE

of Valuable Improved Fee Simple

REAL ESTATE

Situated

On Worcester Road in Kent Island Estates, Section 1, a development located in the 4th Election District of Queen Anne's County, Maryland.

By virtue of a decree of the Circuit Court for Queen Anne's County, the undersigned, Trustee, will sell at public auction, on the premises, on-

TUESDAY, DECEMBER 17, 1963

at 2:00 o'clock p.m.
Eastern Standard Time

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 designed as Lot 7, Block K, as shown on a Plat entitled "Second Edition of the First Section of Kent Island Estates" made by J. B. Metcalfe, Registered Surveyor, and recorded among the Land Records of Queen Anne's County

in Liber T.S.P. No. 1, Folio 190; in fee simple.

Improved by a one story frame dwelling house, containing 4 rooms, one bath and a utility room.

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

Terms of Sale: A Cash deposit of \$500.00 at the time and place of Sale, balance of purchase money on or before 30 days after ratification of the 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. 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.

MALCOLM W. HARDESTY
Trustee

JOSEPH JACKSON, JR., Auctioneer

3t-12-12

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. DECEMBER 31, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE BEING KNOWN AND DESIGNATED AS LOT 7, BLOCK K, AS SHOWN ON A PLAT ENTITLED "SECOND EDITION OF THE FIRST SECTION OF KENT ISLAND ESTATES" MADE BY J. B. METCALFE, REGISTERED SURVEYOR 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 17 day of DECEMBER, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28 day of NOVEMBER 1963, and the last insertion on the 12 day of DECEMBER, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Jan. 3, 1964

ORDER NISI ON SALE
Filed January 3, 1964

CHARLES WASKINS and
MARY WASKINS, his wife,

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4593

ORDERED, this 3rd day of January, 1964, that the sale of the real property, made and reported in this cause by Malcolm W. Hardesty, Trustee, be ratified and confirmed, on or after the 3rd day of February, 1964, 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 27th day of January, 1964.

The report states the amount of sales to be \$4,500.00.

CHARLES W. CECIL Clerk

Filed January 3, 1964

AUCTIONEER'S REPORT OF SALE
Filed Jan. 6, 1964

Joseph Jackson Jr.
Auctioneer
Queen Anne, Maryland

Malcolm W. Hardesty, Trustee
1800 N. Charles Street
Baltimore 1, Maryland

REPORT OF SALE

PROPERTY: Lot 7, Block K, Section 1, Kent Island Estates, 4th Election District,

222
Queen Anne's County

SOLD TO: Charles Waskins and Mary B. Waskins
ADDRESS: 118 E. 25th Street, Baltimore 18, Maryland
AMOUNT OF SALE: \$4,500.00
DEPOSIT: \$500.00

Very truly yours,
JOSEPH JACKSON JR., Auctioneer

By: J. A. JACKSON, Jr.

Filed Jan. 6, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

ORDER NISI ON SALE

Charles Waskins and
Mary Waskins, his wife

vs.

Charles G. Stallings and
Geneva Stallings, his wife

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

Cause No. 4593

ORDERED, this 3rd day of January, 1964, that the sale of the real property, made and reported in this cause by Malcolm W. Hardesty, Trustee, be ratified and confirmed, on or after the 3rd day of February, 1964, 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 27th day of January, 1964.

The report states the amount of sales to be \$4,500.00.

CHARLES W. CECIL, Clerk

Filed: January 3, 1964

True Copy

TEST:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. FEBRUARY, 13, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE CAUSE NO. 4593 in the case of CHARLES WASKINS AND MARY WASKINS, HIS WIFE VS. CHARLES G. STALLINGS AND GENEVA STALLINGS, 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 27 day of JANUARY, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9 day of JANUARY 1964, and the last insertion on the 23 day of JANUARY, 1964

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed Mar. 9, 1964

AFFIDAVIT BY PURCHASERS
Filed Mar. 24, 1964

CHARLES WASKINS and *

MARY WASKINS *

118 E. 25th Street	*	IN THE
Baltimore 18, Maryland	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
CHARLES G. STALLINGS, and	*	In Equity No. 4593
GENEVA STALLINGS	*	
Kent Island Estate:	*	
Stevensville, Maryland	*	
	*	

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, a Notary Public of said state and county, personally appeared Charles Waskins and Mary B. Waskins, his wife who made oath in due form of law that

- (1) they were acting on their own behalf and not as agents in the purchase of the said property,
- (2) no other parties are interested as principals in the said property,
- (3) they have not directly or indirectly discouraged anyone from bidding for said property.

CHARLES WASKINS
Affiant.

MARY B. WASKINS
Affiant.

Subscribed and sworn to before me
 this 20th day of March 1964
JERZY WERMER
 Notary Public

Notary Public Seal.

Filed Mar. 24, 1964

FINAL ORDER OF RATIFICATION
 Filed March 25, 1964

CHARLES WASKINS and	!	IN THE
MARY WASKINS, his wife	!	CIRCUIT COURT
vs.	!	FOR
CHARLES G. STALLINGS and	!	QUEEN ANNE'S COUNTY
GENEVA STALLINGS, his wife	!	In Equity No. 4593

FINAL ORDER OF RATIFICATION

ORDERED this 25th day of March, 1964, 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 Malcolm W. Hardesty, Trustee, 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 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 Mar. 25, 1964

REPORT AND ACCOUNT OF AUDITOR
 Filed May 6, 1964

CHARLES WASKINS and	IN THE
MARY WASKINS	CIRCUIT COURT
118 E. 25th Street	

Baltimore 18, Maryland
Plaintiffs

FOR

vs.

QUEEN ANNE'S COUNTY

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Maryland

In Equity No. 4593

TO THE HONORABLE, THE JUDGE 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 Malcolm W. Hardesty, Trustee, (and vendor), of the Land Installment Contract foreclosed in these proceedings; 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 contract. The deficiency appears to be in the sum of \$3,037.49.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses of sale, to wit: his commissions for making said sale, court costs, bond premium, the costs of advertising the notice of sale and the order nisi of sale, the auctioneer's charges, the fee of your auditor for stating this account, and the balance has been directed to be applied as a partial payment on the indebtedness due under the Land Installment Contract, as per statement of indebtedness filed in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

April 29, 1964

Filed May 6, 1964.

Cause No. 4593

The proceeds of the sale of real estate reported in this cause, in account with Malcolm W. Hardesty, Trustee of the Land Installment Contract, foreclosed in these proceedings (and vendor of said land)

Cr.

1964
Mar 25 By proceeds of the sale of land, per report of vendor,
to wit:-----\$4,500.00

Dr.

To Malcolm W. Hardesty, Trustee,
(and vendor), per Order of Court
of March 25, 1964, his commissions
for making sale, to wit:-----\$375.00

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:----- 15.00

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-----\$18.80
2-Appearence fee of Malcolm W.
Hardesty, Attorney----- 10.00 28.80

To do., for an amount paid Raymond E.
Grant Insurance Agency, Agent, for
the premium on the corporate surety
bond of said Trustee's filed in this
cause, per receipt for same exhibited,
to wit:----- 34.00

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-----\$61.75
2-Costs for publishing order nisi
of sale----- 14.00 75.75

To do., for an amount paid J. A. Jackson, Jr., Auctioneer, for crying said sale, per receipt for same exhibited, to wit:----- 25.00

April 29, 1964

J. THOMAS CLARK
Auditor

To J. Thomas Clark, auditor, for stating this audit, the sum of----- 36.00

To Malcolm W. Hardesty as a partial payment on the indebtedness due under terms of the Land Installment Contract foreclosed herein in the sum of \$6,947.94, as per statement of Land Installment Contract Debt filed in this cause, the balance or the sum of----- 3,910.45

 #4,500.00 \$4,500.00

April 29, 1964

J. THOMAS CLARK
Auditor

Filed May 6, 1964

CERTIFICATE OF NOTICES MAILED
Filed May 6, 1964

CHARLES WASKINS and
MARY WASKINS
118 E. 25th Street
Baltimore 18, Maryland
Plaintiffs

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS
Kent Island Estates
Stevensville, Maryland

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity No. 4593

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certified that on May 6, 1964, 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:

Charles Waskins
118 E. 25th Street
Baltimore 18, Maryland

Mary Waskins
118 E. 25th Street
Baltimore 18, Maryland

Charles G. Stallings
Kent Island Estates
Stevensville, Maryland

Geneva Stallings
Kent Island Estates
Stevensville, Maryland

Malcolm W. Hardesty, Trustee
1800 N. Charles Street
Baltimore 1, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on May 6, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than May 21, 1964, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after May 22, 1964.

J. THOMAS CLARK
Auditor

Filed May 6, 1964

NISI RATIFICATION OF AUDIT

Filed May 6, 1964

NISI RATIFICATION OF AUDIT

Charles Waskins and
MARY WASKINS

vs.

CHARLES G. STALLINGS and
GENEVA STALLINGS

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

) Cause No. 4593
)

ORDERED, this 6th. day of May, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 22nd. day of May, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed May 6, 1964

FINAL RATIFICATION OF AUDIT
Filed May 22, 1964

Charles Waskins and
Mary Waskins

vs.

Charles G. Stallings and
Geneva Stallings

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

Cause No. 4593

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd. day of May, 1964, 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 Malcolm W. Hardesty, Trustee, 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, Maryland.

Filed May 22, 1964

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 TO DOCKET SUIT was filed for record, to wit:-

PHILANDER B. BRISCOE,	:	IN THE
Attorney named in mortgage	:	CIRCUIT COURT
for purposes of collection	:	FOR
and foreclosure of mortgage,	:	QUEEN ANNE'S COUNTY
Plaintiff	:	In Chancery
vs.	:	Docket 4347
WILLIAM GARFIELD BUTLER,	:	Folio
MARY ELIZABETH BUTLER, his wife	:	Number
BETTY LOUISE BUTLER, Unmarried	:	
MARY ELIZABETH LIVELY, unmarried,	:	
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 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

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 the 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) 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, 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 guaran-

tee 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 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 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 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 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 same 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 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 thereby), 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:

(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)

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, 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 Metropolis 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.

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, 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, 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 & Mary Elizabeth Butler & Betty Louise Butler & Mary Elizabeth Lively 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 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 endoresement, 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.

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.

CIRCUIT COURT SEAL

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

Table with 2 columns: Description and Amount. Rows include Original Loan (\$4,290.00), Paid on Account (207.45), 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% (81.65), Expense Account - Credit Balance (\$4,369.00), Due Association (113.18), Attorney's Fee (\$4,255.82), President's Fee (10.00), Gross Amount Due (\$4,275.82).

STATE OF MARYLAND, CITY OF BALTIMORE, ToWit:

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. PAPAN Alice C. Papan, 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 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 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 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, for title reference 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 B.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.

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 foreclosure of mortgage,

vs.

William Garfield Butler
Mary Elizabeth Butler, his wife
Betty Louise Butler, unmarried,
Mary Elizabeth Libely, unmarried,

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4347

ORDERED, this 22nd. day of Decmber, 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 fore-
closure 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 OF PUBLICATION 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

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 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 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 & Betty Louise Butler & Mary Elizabeth Bively 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. 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:

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 is 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

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 service -----\$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:-----		
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 amount paid for notary fees in this cause, per statement of vendor's 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 \$25.77, per advertise- ment of sale, to wit: -----	24.33	
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 indebted- ness 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	
	<u>\$1900.00</u>	<u>\$1,900.00</u>

February 10, 1961

J. THOMAS CLARK

Filed Feb. 14, 1961

Auditor

EXHIBIT A

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, re-
spectfully represents:

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 audit 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,

February 10, 1961

Auditor

EXHIBIT A

Filed Feb. 14, 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-Appearence 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
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
		<u>\$2000.00</u>
		<u>\$2,000.00</u>

February 10, 1961

Auditor

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, 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 preciously 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.

Filed: February 14, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

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

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,
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 be fore the 24th. day of February, 1961.

Filed February 14, 1961

T. SORDEN PIPPIN, Clerk

FINAL ORDER OF COURT
Filed May 17, 1961

PHILANDER B. BRISCOE
Attorney named in mortgage
for purpose of collection
and foreclosure of mortgage,
Plaintiff

vs

WILLIAM GARFIELD BUTLER
MARY ELIZABETH BUTLER, his wife
BETTY LOUISE BUTLER, Unmarried

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

IN CHANCERY

MARY ELIZABETH LIVELY, Unmarried,
Defendants

Docket
Folio
Case No. 4347

:: :: : : : : : : : : : : : :
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 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 Second day of June in the year nineteen hundred and sixty-one, the following ORDER TO DOCKET SUIT was filed for record, to wit:

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
Howard F. Lilley, Jr. and Helen L. Lilley, his wife	*	QUEEN ANNE COUNTY
	*	Equity No. 4385

* * * * *

Mr. Clerk:

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

H. ALLEN MEZGER
H. Allen Meager, Attorney named
in Mortgage

Filed June 2, 1961

MORTGAGE

Filed June 2, 1961

Two-Five Dollar Fifty Cent;
One-Two Dollar Twenty Cent
Recordation Tax Stamps, En-
dorsed X

THIS MORTGAGE, Made this 28th day of December --, in the year one thousand nine hundred and fifty-nine, between Howard F. Lilley, Jr. and Helen L. Lilley, his wife ---- of the City of Baltimore, in 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 Twelve Thousand Four Hundred (\$12400.00 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 Eighty-Nine and no/100 (\$89.00) dollars commencing on the First day of February, 1960, 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 those lots of ground situate and lying in the Fourth Election District, Queen Anne County, in the State of Maryland, and described as follows:

PARCEL 1:

Being known as Lot Forty (40), Block K, Section 1 of Kent Island Estates, as shown on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J.B. Metcalfe, Registered Surveyor, dated February, 1951, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 190.

PARCEL 2:

Being known as Lot 40-A, Block K, Section 1 of Kent Island Estates, as shown on a plat entitled "Revised Plat of Section K of the First Section of Kent Island Estates", by J.B. Metcalfe, Registered Surveyor, dated February, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 43 folio 376.

BEING the same lots of ground which by Deed, dated August 3rd, 1959, recorded in the Land Records of Queen Anne County of Liber T.S.P. Number 49, Folio 398, were granted and conveyed by the Federated Corporation of Maryland to Howard F. Lilley, Jr., one of the within named Mortgagors.

See also confirmatory Deed, dated December 11th, 1959 and recorded or intended to be recorded immediately prior hereto among the land records of Queen Anne County, State of Maryland, from the Federated Corporation of Maryland, to Howard F. Lilley, Jr., one of the within named 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 lots 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 First ---- day of each and every month the sum of Eighteen (\$18.00) 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 ten 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 of 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 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 hand and seals of the said mortgagors.

Witness:

H ALLEN MEZGER
H. Allen Mezger

HOWARD F. LILLEY, JR (SEAL)
Howard F. Lilley, Jr.

HELEN L. LILLEY (SEAL)
Helen L. Lilley

STATE OF MARYLAND, County OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of December -, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard F. Lilley, Jr. and Helen L. Lilley, his wife ---- known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared John P. Helmer -- President of the within named 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.

Notary
Public
Seal

H ALLEN MEZGER
H. Allen Mezger

My Commission Expires May 1st, 1961.

Filed June 2, 1961

STATEMENT OF MORTGAGE DEBT

Filed June 2, 1961

H. Allen Mezger, Attorney
named in the Mortgage

VS

Howard F. Lilley, Jr. and
Helen L. Lilley, his wife

:
:
:
:
:
:
:
:

IN THE
CIRCUIT COURT
-OF-
QUEEN ANNE'S COUNTY
Equity No. 4385

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		\$12,400.00
Less-Total amount paid on account of Principal	\$149.34	
Less-Credit Expense Account	<u>298.22</u>	<u>447.56</u>
Net Balance	\$447.56	\$11,952.44
Plus accumulated interest to June 30th, 1961 (with interest thereafter at rate of 6% per annum)		<u>122.81</u>
Total Amount of Mortgage Indebtedness		\$12,075.25

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

Corporate
Seal

By: HENRY C. BOURKE, Jr.
Henry C. Bourke, Jr. Treasurer
Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, that on this _____ day of _____ 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 Henry C. Bourke, Jr. Treasurer of Arundel Federal Savings & Loan Association of Baltimore City 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

GARY S WASE
Gary S. Wase Notary Public

My Commission Expires May 6, 1963.

Filed June 1, 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:-

MORTGAGEE OR ATTORNEYS' BOND NO _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE H. Allen Mezger of 200 West 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 Twelve Thousand One Hundred and No/100 (\$12,100.00)---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 30th day of June in the year of our Lord nineteen hundred and sixty-one.

WHEREAS, THE ABOVE BOUNDEN H. Allen Mezger by virtue of a power contained in mortgage from Arundel Federal Savings and Loan Association of Baltimore City to Howard F. Lilley, Jr. and Helen L. Lilley, his wife dated December 28, 1959 and recorded in Liber TSP No 52 folio 504 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 agout 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 ELSIE C EVANS
Elsie C. Evans Attorney-in-Fact.
Corporate Seal

ATTEST:

L. PILL.
L. PILL (Witness as to Surety)

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

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 115, a Bond Record Boof 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 30th day of June in the year nineteen hundred and sixty-one.

Circuit Court Seal

T. SORDEN PIPPIN
Clerk

MILITARY AFFIDAVIT
Filed June 30, 1961

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.)
Howard F. Lilley, Jr. and
Helen L. Lilley, his wife)

IN THE
CIRCUIT COURT
OF
QUEEN ANNE COUNTY

Docket.....Folio.....
Equity No. 4385

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

Corporate Seal

By: JOHN P. HELMER
John P. Helmer Affiant. President

Subscribed and sworn to before me
this 23 rd day of June 1961

E JANE RUSINEK
E. Jane Rusinek Notary Public

Notary Public Seal

My commission expires May 6th, 1963.

Filed June 30, 1961

REPORT OF SALE
Filed July 11, 1961

H. Allen Mezger, Attorney named
in Mortgage

IN THE

CIRCUIT COURT

vs.

Howard F. Lilley, Jr. and
Helen L. Lilley, his wife

FOR
QUEEN ANNE COUNTY

Equity No. 4385

* * * * *

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 Howard F. Lilley, Jr. and Helen L. Lilley, his wife, 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 therein described, default having occurred under said mortgage, 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 Record-Observer", a newspaper published in Queen Anne's County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, July 7th, at 2 o'clock P.M. E.D.T. attend on the premises and then and there sold at public auction, all those lots of ground located in the Fourth 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 Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Ten Thousand and no/100 (\$10,000.00) dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to day 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 10th day of July, 1961, 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.

Notary Public Seal

GARY S. WASE
Gary S. Wase, Notary Public

My Commission Expires May 6, 1963.

Filed July 11, 1961

ORDER NISI
Filed July 11, 1961

ORDER NISI ON SALE

H. Allen Mezger, Attorney named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
Howard F. Lilley, Jr. and Helen L. Lilley, his wife.	)	Cause No. <u>4385</u>

ORDERED, this 11th. day of July, 1961 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 11th. 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 4th. day of August, 1961.

The report states the amount of sale to be \$10,000.00.

T. SORDEN PIPPIN Clerk

Filed July 11, 1961

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed August 17, 1961

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

ATTORNEY'S MORTGAGE SALE
VALUABLE FEE SIMPLE
RESIDENTIAL PROPERTY

IMPROVED WITH a six room dwelling (two baths, electric pump,
septic tank).

Situate Lots Forty (40) and Forty-A (40-A), Block K, Section One
(1), Kent Island Estates (St. Mary's Road) Fourth Election District, Queen Anne's
County, Maryland.

Under and by virtue of the power of sale contained in the mort-
gage dated December 28, 1959, from Howard F. Lilley, Jr. and Helen L. Lilley, his
wife, said mortgage being duly recorded among the Land Records of Queen Anne's County
in Liber T.S.P. No. 52 folio 504, the undersigned, as Attorney, will offer for sale at
public auction on the premises on;

FRIDAY, JULY 7, 1961
At 2:00 P.M., E.D.T.

the following described property:

PARCEL 1:
BEING known as Lot Forty (40) Block K, Section 1 of the Kent Island Estates, as shown
on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J.
B. Metcalfe, Registered Surveyor, dated February, 1951, and recorded among the Land
Records of Queen Anne's County in Liber T.S.P. No. 1, folio 190.

PARCEL 2:
BEING known as Lot Forty-A (40) Block K, Section 1 of Kent Island Estates, as shown
on a plat entitled "Revised Plat of Section K of the First Section of Kent Island
Estates", by J.B. Metcalfe, Registered Surveyor, dated February, 1953, and recorded
among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 376.

TERMS OF SALE: A cash deposit of 10 per cent 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, ATTORNEY NAMED IN
MORTGAGE

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

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 28, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does
hereby certify that the ATTORNEY'S MORTGAGE SALE in the case/estate of Howard F.
Lilley, Jr. and Helen L. Lilley, his wife a true copy of which is annexed hereto,
was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and pub-
lished at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive
weeks before the 7th day of July, 1961, and that the first insertion of said adver-
tisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of June 1961, and
the last insertion on the 6th day of July, 1961

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Aug. 17, 1961

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Aug. 28, 1961

ORDER NISI ON SALE

H. Allen Mezger,
Attorney named in Mortgage
vs.
Howard F. Lilley, Jr., and
Helen L. Lilley, his wife

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

Cause No. 4385

ORDERED, this 11th day of July, 1961, 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 11th day of August, 1961, unless cause to the contrary thereof be preciously 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 4th day of August, 1961.

The report states the amount of sales to be \$10,000.00.

Filed July 11, 1961
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 28, 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 H. Allen Mezger vs. Howard F. Lilley and Helen L. Lilley, 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 11th day of August, 1961, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of July 1961, and the last insertion on the 3rd day of August, 1961

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Aug. 28, 1961

FINAL ORDER OF RATIFICATION
Filed Sept. 7, 1961

H. Allen Mezger, Attorney
named in Mortgage

vs.

Howard F. Lilley, Jr. and
Helen L. Lilley, his wife

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE COUNTY
Equity N. 4385

* * * * *

FINAL ORDER - RATIFICATION OF SALE

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY:

ORDERED, by the Circuit Court for Queen Anne County, in Equity, this 7th day of September, 1961, that the said sale, made and reported by H. Allen Mezger, Esq. the aforesaid Attorney, 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 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 Sept. 7, 1961

AUDIT
Filed Sept. 26, 1961

H. Allen Mezger, Attorney
named in Mortgage

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

vs.

No. 4385

Howard F. Lilley, Jr.,
and wife

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 these foreclosure 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 deviciency appears to be in the sum of \$3,299.73. In arriving at such deficiency, consultation was made with the Attorney for closing said mortgage or the Complainant in these proceeding and as a result of the same interest was added for the unpaid balance of the purchase money by the purchaser and also unto the mortgage indebtedness from June 30th to Sept. 7, 1961, under the terms of the wording of said mortgage indebtedness, and which is provided by law.

2. That in the within account, the vendor is charged with the proceed of sale, interest which should have accrued on the unpaid balance of purchase money, and the adjustment of state and county taxes for the year 1961, court costs, bond, premium, auctioneer's charges, costs of advertising the notice of sale, order nisi of sale and the audit nisi of this audit to be hereafter passed, the fee and the commissions of the attorney named in said mortgage, 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 indebtedness of the mortgage foreclosed herein.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 19, 1961

Filed Sept. 26, 1961

Cause No. 4385

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.

1961			
July 7	By proceeds of the sale of land, per report of vendor, to wit:-----	\$10,000.00	
	By interest on unpaid balance of purchase price from date of		
	sale to date of ratification of sale, to wit:-----	100.00	
	By gross proceeds of said sale, to wit:-----	\$10,100.00	

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:-----	650.00	\$750.00

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.S. Pippin, 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:---		
		48.40

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 -----	\$77.00	
2-Costs of publishing order nisi of sale -----	12.00	89.00

To do., for an allowance for vendor's share of 1961 state and county taxes on real estate sold in these proceedings for 6 months and 7 days, per advertisement of sale, to wit:-----		
		79.17

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 -----	76.50	
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 \$12,208.71, and which includes the principal sum of \$11,952.44 plus accumulated interest to June 30th, 1961 in sum of \$122.81 and with interest thereafter per Maryland Code and Statement of debt to Sept. 7, 1961 (date of final ratification of sale) at legal rate in the sum of \$133.46, making the above total, wherefore the balance is paid on said mortgage indebtedness account, or the sum of -----	8908.98	
	<u>\$10100.00</u>	<u>\$10,100.00</u>

J THOMAS CLARK
Auditor

September 19, 1961

Filed Sept. 26, 1961

NISI RATIFICATION OF AUDIT
Filed Sept. 26, 1961

NISI RATIFICATION OF AUDIT

H. Allen Mezger, Attorney named in Mortgage	)	In the Circuit Court for Queen Anne's County
VS.	)	In Equity
Howard F. Lilley, Jr., and Helen L. Lilley, his wife	)	Cause No. <u>4385</u>

ORDERED, this 26th. 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 prviously 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 September 26, 1961

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed Oct. 11, 1961

NISI RATIFICATION OF AUDIT

H. Allen Mezger
Attorney named in Mortgage
vs.
Howard F. Lilley, Jr., and
Helen L. Lilley, his wife

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

Cause No. 4385

ORDERED, this 26th 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 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 September 26, 1961

True Copy

Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 11, 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 H. Allen Mezger vs Howard F. Lilley, Jr. and Helen L. Lilley, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 13th 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 September 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. 11, 1961

FINAL RATIFICATION OF AUDIT
Filed Oct. 16, 1961

H. Allen Mezger, Attorney
named in Mortgage

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

vs.

Howard F. Lilley, Jr., at al

No. 4385

FINAL RATIFICATION OF AUDIT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 13th day of October, 1961, that the report and account filed in these proceedings by J. Thomas Clark, 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 H. Allen Mezger, Attorney named in mortgage, 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.

THOS J. KEATING JR.
Judge

Filed Oct. 16, 1961

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighteenth day of February in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was filed for record, to wit:

J. Thomas Clark,
Attorney named in Mortgage
114 North Commerce Street
Centreville, Maryland

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4606

vs.

CHESTER L. JONES and
PEARL D. JONES, his wife, Mortgagors
Chester, Maryland

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the real estate mortgage for Chester L. Jones and Pearl D. Jones, his wife, to Linwood C. Yates and Angelene K. Yates, his wife, and by mesne assignments now assigned to Ruth W. Draper, said mortgage bearing date of July 30, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 57, folio 480, and having been duly assigned to said Ruth W. Draper on February 14, 1964, default having accrued in the terms thereof by reason of non-payment of the principal indebtedness and interest thereon which is evidenced by the promissory note also dated July 30, 1962, mentioned in and secured by said real estate mortgage; and you will file in said suit the above described real estate mortgage as well as the accompanying military affidavit, and the accompanying corporate surety bond.

J THOMAS CLARK

Ji Thomas Clark
114 North Commerce Street
Centreville, Maryland
Phone: Centreville 392
Attorney named in Mortgage

Filed Feb. 18, 1964

MORTGAGE

Filed Feb. 18, 1964

No.48211

Re60493 RECEIVED FOR RECORD Aug. 6, 1962

THIS PURCHASE MONEY MORTGAGE, Made this 30th day of July, in the year nineteen hundred and sixty-two by and between Chester L. Jones and Pearl D. Jones, his wife, Mortgagors of the County of Queen Anne, in the State of Maryland, of the first part, and Linwood C. Yates and Angelene K. Yates, his wife, Mortgagees, of the second part:

WHEREAS, the said Mortgagors are justly and bona fided indebted unto the said Mortgagees in the sum of Two Thousand Two Hundred Dollars (\$2,200.00), for money this day loaned and advanced unto them as a partial payment of the hereinafter described real estate, and as evidenced by the said Mortgagors promissory note of even date herewith, and which sum shall be repaid in sixty (60) consecutive monthly payments of Forty two dollars and fifty four cents (\$42.54) each, beginning one month from the date of these presents, and said monthly payments shall include interest at the rate of six per cent per annum.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Chester L. Jones and Pearl D. Jones, his wife, do grant and convey unto the said Linwood C. Yates and Angelene K. Yates, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in or near the village of Dominion in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING at the southeast corner of this property where it intersects the land of (or formerly of) Susan Catherine Jones at a boundary one foot, more or less, east of a cherry tree and running thence in a northerly direction parallel and along the divisional line of this property and the lot of (or formerly of) Charles Thompson 160 feet until it intersects the lanes of (or formerly of) Thomas J. Thompson; thence westerly along the line of the lands of the said Thomas J. Thompson 85 feet 6 inches until it intersects the lands of (or formerly of) John H. Thompson; thence southerly along the line of the lands of the said John H. Thompson and across the lane 158 feet to a stone boundary and the lands of Susan Catherine Jones; and thence easterly along the line of the said Susan Catherine Jones 87 feet to the said place of beginning, containing 1/2 acre of land, more or less.

Being all and the same land granted and conveyed to the Mortgagors hereof by Linwood Yates et al, by deed of even date herewith and intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding these presents.

TOGETHER with the buildings and improvements thereupon, and the rights, allies, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Linwood C. Yates and Angelene K. Yates, his wife, as tenants by the entireties their heirs and assigns, forever.

PROVIDED, that if the said Chester L. Jones and Pearl D. Jones, his wife, their executors, administrators or assigns, shall well and truly pay, or cause

to be paid, the aforesaid principal sum of two thousand two hundred --- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only 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 Mortgagees, their personal representatives, or assigns, or J. Thomas Clark, their duly authorized Attorney or Agent of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. 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 66 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 such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One 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 Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and 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.

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 of decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives, and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or J. Thomas Clark, their 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 the said expenses, costs, and commission, but said shall may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments, said Chester L. Jones and Pearl D. Jones, his wife, the said parties of the first part covenant to pay when legally payable.

AND the said parties of the first part further covenant, to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two thousand two hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators, or assigns, to the extent of the aforesaid mortgage lien or claim hereunder.

WITNESS our hands and seals.

TEST:

CHESTER L. JONES (SEAL)
Chester L. Jones

RUTH W. DRAPER

PEARL D. JONES (SEAL)
Pearl D. Jones

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SS:

I Hereby Certify, that on this 30th day of July, in the year one thousand nine hundred and sixty-two before me, a Notary Public of the State of Maryland, in and for the Queen Anne's County aforesaid, personally appeared Chester L. Jones and Pearl D. Jones, 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 Linwood C. Yates, one of the Mortgagee's and he made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Notary
Public
Seal

RUTH W. DRAPER
Notary Public

For value received, we hereby guarantee and assign the within mortgage, to the Centreville National Bank of Maryland.

WITNESS our hands and seals this 30th day of August, 1962.

Test:

LINWOOD C. YATES (SEAL)
Linwood C. Yates

J. THOMAS CLARK
J. Thomas Clark

ANGELENE K. YATES (SEAL)
Angelene K. Yates

For value received, without recourse, The Centreville National Bank of Maryland, does

hereby assign the foregoing mortgage and note secured thereby, to Ruth W. Draper, in the amount of \$1777.43 with interest from August 30, 1963, at 6%.

Witness the hand of the said body corporate by A. Sydney Gadd, Jr. its President, attested by and its seal affixed by Katherine C. O'Neal. its Assistant Cashier, this 14th day of February 1964.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

Bank Seal By: A. SYDNEY GADD JR.
A. Sydney Gadd, Jr.
its President
Attest: KATHERINE C. O'NEAL
Katherine C. O'Neal
its Assf Cashier

MILITARY AFFIDAVIT
Filed Feb. 18, 1964

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of Febtuary, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Thomas Clark, Attorney named in Mortgage, and made oath in due form of law that Chester L. Jones and Pearl D. Jones, the mortgagors named in the mortgage 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 Sailor's Civil Relief Act, and amendments, and that this information is gotten from persons who know the Defendants.

CHARLES W. CECIL
Clerk

Filed Feb. 18, 1964

CERTIFIED COPY OF BOND
Filed Feb. 18, 1964

RECEIVED FOR RECORD Feb. 18, 1964

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. THOMAS CLARK of Queen Anne's County, State of Maryland, as principal; and the NEW HAMPSHIRE INSURANCE COMPANY of Manchester, New Hampshire, 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 TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) 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 Seventeenth day of February, 1964.

WHEREAS, the above bounden J. Thomas Clark, vy virtue of the power contained in a mortgage from Chester L. Jones and Pearl D. Jones, his wife, to Linwood C. Yates and Angelene K. Yates, his wife, and by nesne assignments now assigned to Ruth W. Draper, said mortgage bearing date of July 30, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 57, folio 480, etc. 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:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. Thomas Clark, do 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:

Attest: J. THOMAS CLARK (SEAL)
J. Thomas Clark
MARILEE H. THOMPSON
NEW HAMPSHIRE INSURANCE COMPANY
Attest: S. ALEXANDER TUBMAN IV
S. Alexander Tubman, IV
Attorney-in-Fact Corporate Seal

Security approved and Bond filed Feb. 18, 1964

CHARLES W. CECIL, Clerk

POWER OF ATTORNEY
FROM
NEW HAMPSHIRE INSURANCE COMPANY
MANCHESTER, N. H.

KNOW ALL MEN BY THESE PRESENTS; That the NEW HAMPSHIRE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of New Hamp-

shire, with Executive Offices at 1750 Elm Street, in the City of Manchester, New Hampshire, does hereby nominate, constitute and appoint S. Alexander Tubman IV and/or Linwood C. Yates Centreville, Md. its true and lawful Attorney(s)-in-Fact, with full power and authority to make, execute and deliver, for and on its behalf as surety, and as its act and deed, Any and all bonds, no one bond to exceed \$25,000.00 and the execution of such bond(s), undertaking(s), or writing(s) obligatory, in pursuance of these presents, shall be as binding upon said Corporation, to all intents and purposes, as if duly executed by the President or Vice-President of the Corporation, sealed with its corporate seal, and attested by its Secretary or Assistant Secretary; and said Corporation hereby ratifies and confirms the acts of said Attorney(s)-in-Fact done pursuant to the power and authority herein given.

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors of which the following is a true and exact copy.

"RESOLVED:

That the President or a Vice-President with the Treasurer or Assistant Treasurer or a Secretary or Assistant Secretary is hereby authorized to:

1. Appoint attorneys-in-fact with authority to execute on behalf of this company bonds, applications, contracts and agreements; also to execute such instruments as may be necessary or proper in connection with the settlement of claims or the recovery of reinsurance or salvage.

2. Execute and deliver on behalf of the company qualifying bonds, or deposit securities for such amounts as may be required by the laws of the various states, countries or provinces in which the company transacts or proposes to transact business."

IN WITNESS WHEREOF, the NEW HAMPSHIRE INSURANCE COMPANY has caused these to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed, this 17th day of June 1963.

Seal

NEW HAMPSHIRE INSURANCE COMPANY

Attest:
Jeanne R. Robitails

By Clark B. Bristol
Execo. Vice-President

By L. A. Burton
Assistant Secretary

State of New Hampshire)
County of Hillsborough) SS:

On this 17th day of June 1963, before me, a Notary Public in and for the State of New Hampshire, personally came Clark B. Bristol and L. A. Burton to me known, who acknowledged execution of the prededing instrument and, being by me duly sworn, do depose and say, that they are Executive President and Assistant Secretary respectively of NEW HAMPSHIRE INSURANCE COMPANY; that the seal affixed to said instrument is the corporate seal of NEW HAMPSHIRE INSURANCE COMPANY; that said corporate seal was affixed and their signatures subscribed to said instrument by authority and order of the Board of Directors of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Manchester, New Hampshire, the day and year first above written.

William K. Crigaron
Notary Public

State of New Hampshire)
County of Hillsborough) SS:

I, L. A. Burton Assistant, Secretary of the NEW HAMPSHIRE INSURANCE COMPANY do hereby certify that the foregoing is a true and correct copy of a Power of Attorney, executed by said NEW HAMPSHIRE INSURANCE COMPANY, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the said Corporation, at Manchester, New Hampshire, this seventeenth day of February 1964.

L. A. BURTON
Assistant Secretary

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing was truly taken and copied from Liber C.W.C. No. 1, folio 36, a Bond Record Book for Queen Anne's County aforesaid.

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 February, in the year nineteen hundred and sixty four.

CHARLES W. CECIL
Clerk

STATEMENT OF MORTGAGE DEBT
Feb. 18, 1964

J. THOMAS CLARK,
Attorney named in Mortgage
114 North Commerce Street
Centreville, Maryland

vs.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

CHESTER L. JONES and
PEARL D. JONES, his wife, Mortgagors
Chester, Maryland

No. 4606

STATEMENT OF MORTGAGE DEBT

Principal of note dated July 30, 1962, and secured by mortgage, the same is hereby filed in this proceeding, in the amount of \$2,200.00 from Chester L. Jones and Pearl D. Jones, his wife, to Linwood C. Yates and Angelene K. Yates, his wife, and assigned to Ruth W. Draper, and for balance due thereunder, the sum of	\$1,777.43
Interest due thereon from August 30, 1963, through March 14, 1964	66.37
And interest due from March 14, 1964, to May 14, 1964	17.77
	<u>\$1,861.57</u>
20% Commissions on \$1,861.57, per terms of note	372.31
TOTAL DEBT	<u>\$2,233.88</u>

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of February, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. THOMAS CLARK, the Attorney named in the mortgage, and made oath in due form of law that the foregoing STATEMENT OF MORTGAGE DEBT due by Chester L. Jones and Pearl D. Jones, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor, except the aforesaid mortgage.

CHARLES W. CECIL
Clerk

Filed Feb. 18, 1964

Note secured by mortgage of even date

\$2,200.00 Chester, Md., July 30, 1962

after date we _____ promise to pay to the order of Linwood C. Yates and Angelene K. Yates, his wife, monthly, beginning one month from date the sum of Forty two dollars and fifty four cents--Dollars, which includes interest, at 104 North Commerce St. Centreville, Maryland, monthly payments to continue for sixty consecutive months Value Received without defalcation, and we do hereby authorize and empower any attorney of any Court of Record within the United States to appear for us in any Court or before any Justice of the Peace within the United States and confess judgment for the amount of this note, with the interest thereon aforementioned and the cost of suit and attorney's fees of 20 per cent., hereby waiving and releasing all errors and all rights of exemption, appeal, stay of execution, inquisition and extension upon any levy on real estate, or personal property to which we may otherwise be entitled under the Laws of any State or possession of the United States now in force or which may hereafter be passed.

Witness our hands and seals

WITNESS

J. THOMAS CLARK

CHESTER L. JONES (SEAL)

PEARL D. JONES (SEAL)

REPORT OF SALE
Filed March 23, 1964

J. THOMAS CLARK,
Attorney named in Mortgage

vs.

CHESTER L. JONES and
PEARL D. JONES, his wife
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4606

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Thomas Clark, Attorney named in the mortgage to Linwood C. Yates and Angelene K. Yates, his wife, by Chester L. Jones and Pearl D. Jones, his wife, bearing date July 30, 1962, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 57, folio 480, and by mesne assignments duly assigned to Ruth W. Draper on February 14, 1964, respectfully shows:

1. That suit was instituted for the foreclosure of said mortgage on February 18, 1964;
2. That default was made by the mortgagors by reason of the non-payment of the note and interest secured by said mortgage and covenants to be paid by the terms of said mortgage at the times therein provided for the payment thereof;
3. That after giving bond, with security for the faithful discharge of his duties, which bond was duly approved, and after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertise-

ment in the Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty (20) days prior to the date of sale, said Attorney did attend, in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, on Thursday, March 19, 1964, at 11:00 A.M., and after having the Auctioneer cry the sale for a considerable time, after having read the advertisement of sale, did sell that lot or parcel of ground situate and lying in or near the village of Dominion in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County State of Maryland, and more particularly described as follows, to wit: BEGINNING at the southeast corner of this property where it intersects the land of (or formerly of) Susan Catherine Jones at a boundary one foot, more or less, east of a cherry tree and running thence in a northerly direction parallel and along the divisional line of this property and the lot of (or formerly of) Charles Thompson 160 feet until it intersects the lanes of (or formerly of) Thomas J. Thompson; thence westerly along the line of the lands of the said Thomas J. Thompson 85 feet 6 inches until it intersects the lands of (or formerly of) John H. Thompson; thence southerly along the line of the lands of the said John H. Thompson and across the lane 158 feet to a stone boundary and the lands of Susan Catherine Jones; and thence easterly along the line of the said Susan Catherine Jones 87 feet to the said place of beginning, containing $\frac{1}{2}$ acre of land, more or less, to Ruth W. Draper, she being there and then the highest bidder therefor, at and for the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00),

The Purchaser has complied with the terms of sale and has paid to your Attorney the sum of SEVEN HUNDRED DOLLARS (\$700.00), as provided by the terms of sale. Purchaser's affidavit, required by the Maryland Rules, is attached hereto; also certificate of the Auctioneer, together with certificate of advertisement of sale.

The report states the amount of sale to be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00).

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark
Attorney Named in Mortgage

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of March, 1964, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. THOMAS CLARK, Attorney named in the mortgage, 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; and further made oath that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on February 18, 1964, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

CHARLES W. CECIL
Clerk

Filed Mar. 23, 1964

AFFIDAVIT OF PURCHASER
Filed March 23, 1964

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of March, 1964, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared RUTH W. DRAPER, the purchaser at the foreclosure sale in this cause, and made oath in due form of law that she, RUTH W. DRAPER, the purchaser, purchased the same as principal and not as agent for anyone, of all that lot or parcel of ground situate and lying in or near the village of Dominion in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING at the southeast corner of this property where it intersects the land of (or formerly of) Susan Catherine Jones at a boundary one foot, more or less, east of a cherry tree and running thence in a northerly direction parallel and along the divisional line of this property and the lot of (or formerly of) Charles Thompson 160 feet until it intersects the lanes of (or formerly of) Thomas J. Thompson thence thence westerly along the line of the lands of the said Thomas J. Thompson 85 feet 6 inches until it intersects the lands of (or formerly of) John H. Thompson, thence southerly along the line of the lands of the said John H. Thompson and across the lane 158 feet to a stone boundary and the lands of Susan Catherine Jones; and thence easterly along the line of the said Susan Catherine Jones 87 feet to the said place of beginning, containing $\frac{1}{2}$ acre of land, more or less, at and for the purchase price of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00).

CHARLES W. CECIL
Clerk

Filed Mar. 23, 1964

AFFIDAVIT OF AUCTIONEER
Filed March 23, 1964

Centreville, Maryland
March 23, 1964

I HEREBY CERTIFY that I did sell at public auction: All that lot or parcel of ground situate and lying in or near the village of Dominion in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING at the south-

east corner of this property where it intersects the land of (or formerly of) Susan Catherine Jones at a boundary one foot, more or less, east of a cherry tree and running thence in a northerly direction parallel and along the divisional line of this property and the lot of (or formerly of) Charles Thompson 160 feet until it intersects the lanes of (or formerly of) Thomas J. Thompson; thence westerly along the line of the lands of the said Thomas J. Thompson 85 feet 6 inches until it intersects the lands of (or formerly of) John H. Thompson; thence southerly along the line of the lands of the said John H. Thompson and across the lane 158 feet to a stone boundary and the lands of Susan Catherine Jones; and thence easterly along the line of the said Susan Catherine Jones 87 feet to the said place of beginning, containing $\frac{1}{2}$ acre of land, more or less; in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Thursday, March 19, 1964, beginning at the hour of 11:00 o'clock A.M., unto Ruth W. Draper, at and for the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00).

LLOYD ANDREWS
Auctioneer

Filed Mar. 23, 1964

CERTIFICATE OF ADVERTISEMENT OF
PUBLICATION OF SALE
Filed March 23, 1964

ATTORNEY'S SALE
OF VALUABLE
REAL ESTATE

Under and by virtue of the power of sale contained in a mortgage from Chester L. Jones and Pearl D. Jones, his wife, to Linwood C. Yates and Angelene K. Yates, his wife, dated July 30, 1962; and recorded in land liber Queen Anne's County T.S.P. No. 67, folio 480, etc., and by mesne assignments duly assigned to Ruth W. Draper on February 14, 1964, and default having occurred by non-payment of the note and interest secured by said mortgage, the undersigned attorney named in the mortgage, will offer at Public Auction to the highest bidder on

THURSDAY, MARCH 19, 1964

At the hour of 11 o'clock a.m., in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, the following described real estate and premises, to wit:

ALL that lot or parcel of ground situate and lying in or near the village of Dominion in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING at the southeast corner of this property where it intersects the land of (or formerly of) Susan Catherine Jones at a boundary one foot, more or less, east of a cherry tree and running thence in a northerly direction parallel and along the divisional line of this property and the lot of (or formerly of) Charles Thompson 160 feet until it intersects the lanes of (or formerly of) Thomas J. Thompson; thence westerly along the line of the lands of the said Thomas J. Thompson 85 feet 6 inches until it intersects the lands of (or formerly of) John H. Thompson; thence southerly along the line of the lands of the said John H. Thompson and across the lane 158 feet to a stone boundary and the lands of Susan Catherine Jones; and thence easterly along the line of the said Susan Catherine Jones 87 feet to the said place of beginning, containing $\frac{1}{2}$ acre of land, more or less.

BEGINNING the same land which was granted and conveyed unto the said Chester L. Jones and Pearl D. Jones, his wife, by Linwood C. Yates and Angelene K. Yates, his wife, by deed dated July 30, 1962, and recorded among the Land Records of Queen Anne's County aforesaid in Liber T.S.P. No. 67, folio 478.

TOGETHER with all buildings and appurtenances thereto.

IMPROVEMENTS: Consist of a frame dwelling with asbestos shingles.

TERMS OF SALE: A deposit of \$700.00 required on day of sale, balance to bear interest from day of sale, be secured to satisfaction of undersigned and be payable on ratification of sale by the Court; or entire purchase price may be paid on day of sale. Possession will be given and adjustment of taxes and insurance premiums made upon ratification of sale and payment of purchase price. Title papers, deed and Federal and State stamps and recording costs to be at purchaser's expense.

J. THOMAS CLARK
Attorney named in Mortgage

Lloyd Andrews, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 23, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ATTORNEY'S SALE OF VALUABLE REAL ESTATE in the estate of UNDER AND BY VIRTUE OF THE POWER OF SALE CONTAINED IN A MORTGAGE FROM CHESTER L. JONES AND PEARL D. JONES, HIS WIFE, TO LINWOOD C. YATES AND ANGELENE K. YATES a true copy of which is annexed hereto, was published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 19 day of March, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of February 1964, and the last insertion on the 12 day of March, 1964.

THE RECORD-OBSERVER CORPORATION

Filed Mar. 23, 1964

By RICHARD E. HURLOCK

ORDER NISI ON SALE
Filed March 23, 1964

ORDER NISI ON SALE

J. Thomas Clark,
Attorney Named in Mortgage

VS.

Chester L. Jones and Pearl
D. Jones, his wife Mortgagors

In the Circuit Court
for Queen Anne's County

In Equity
Cause No. 4606

ORDERED, this 23rd. day of March, 1964, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Attorney Named in Mortgage, be ratified and confirmed; on or after the 23rd. day of April, 1964, 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 April, 1964.

The report states the amount of sales to be \$1,500.00.

CHARLES W. CECIL Clerk

Filed March 23, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed April 17, 1964

ORDER NISI ON SALE

J. Thomas Clark
Attorney named in Mortgage
vs.
Chester L. Jones and
Pearl D. Jones, his wife
Mortgagors

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

Cause No. 4606

ORDERED, this 23rd, day of March, 1964, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Attorney Named in Mortgage, be ratified and confirmed, on or after the 23rd day of April, 1964, 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 April, 1964.

The report states the amount of sales to be \$1,500.00.

CHARLES W. CECIL, Clerk

Filed: March 23, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 16, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case of Chester L. Jones and Pearl D. Jones 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 THREE successive weeks before the 16th day of April, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of March 1964, and the last insertion on the 9th day of April, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
JEAN P. STEARNS

Filed April 17, 1964

***** (See page 257)
AUDIT
Filed May 28, 1964

J. THOMAS CLARK,
Attorney Named in Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

VS.
CHESTER L. JONES and PEARL
D. JONES, his wife,
Mortgagers

No. 4606

Audit

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert R. Price, Jr., special auditor, unto your Honors, respectfully represents:

1. That your special auditor was appointed by order of this Court of April 24, 1964, to state the account in this cause, and after taking his oath of office did proceed to do the same.

2. That this account is stated at the request of J. Thomas Clark, Attorney named in Mortgage (and vendor) 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 in this proceeding and the amount due under the mortgage. The deficiency appears to be in the total sum of \$1,231.47, and which includes the sum of \$1,022.76 deficiency on the mortgage debt and the sum of \$208.71 deficiency on the commissions provided for in the note secured by said mortgage.

3. 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 costs of publishing the notice of sale and the order nisi of sale, taxes for the year 1963 and the vendor's share of 1964 taxes, his fee for his services and his commissions for making said sale, the fee of your special auditor for stating this account, and the balance has been directed as a partial payment on the mortgage indebtedness as per statement filed in this cause.

Respectfully submitted,

ROBERT R. PRICE Jr.

Special Auditor

May 28, 1964
Filed May 28, 1964

Cause No. 4606

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

	Cr.	
1964 Mar. 19	By proceeds of the sale of land, per report of said vendor, to wit:-----	\$1,500.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:-----	2.40
	By gross proceeds of said sale, to wit:-----	<u>\$1,502.40</u>

	Dr.	
	To J. Thomas Clark, 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>150.00</u>
		\$250.00
	To do., for an amount paid Charles W. Cecil, Clerk, for court costs in this cause, per his receipt for same exhibited, to wit:	
	1-Costs of Charles W. Cecil, Clerk	31.20
	2-Appearance fee of J. Thomas Clark, Attorney -----	<u>10.00</u>
		41.20
	To do., for an amount due Tubman & Yates, Agents, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:-----	10.00
	To do., for an amount due Lloyd Andrew, Auctioneer, for crying said sale, per statement for 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-For publishing notice of sale-----	71.25
	2-For publishing order nisi of sale	<u>14.00</u>
		85.25
	To do., for amounts paid Royden N. Powell, Jr., Treasurer, for state and county taxes on the real estate sold in this cause, per receipts and statement of vendor, to wit:	
	1-For 1963 taxes and interest-----	40.63
	2-For 3 months and 25 days of 1964 one-half year taxes-----	<u>11.91</u>
		52.54

To Robert R. Price, special auditor,
for stating this accounty-----

\$36.00

To Ruth W. Draper as a partial payment
on the mortgage foreclosed in this
cause, as per statement of mortgage
indebtedness filed herein in the
sum of \$1,861.57, and commissions
provided by said mortgage note in
the sum of \$372.31, the balance or
the sum of \$838.81 as a credit on
said mortgage debt and the sum of
\$163.60, or the total sum of

1,002.41
\$1,502.40 \$1,502.40

May 28, 1964

ROBERT R. PRICE JR
Special Auditor

Filed May 28, 1964

***** (See page 255)
FINAL ORDER OF RATIFICATION
Filed April 24, 1964

FINAL ORDER OF RATIFICATION

ORDERED, this 24th day of April, 1964, 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 J. Thomas Clark, Attorney named in mortgage, 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 preceding Order Nisi, and the aforesaid Attorney is allowed the usual commission and such proper expenses, not personal, as he shall produce vouchers for to the Auditor; and Robert R. Price, Jr. Esq. is hereby appointed special auditor to audit the account in this cause, after first taking his oath of office before the Clerk of this Court.

THOS J KEATING JR.
Judge

Filed April 24., 1964

CERTIFICATE OF NOTICES MAILED
Filed May 28, 1964

J. THOMAS CLARK,
Attorney named in Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

CHESTER L. JONES and
PEARL D. JONES, his wife
Mortgagors

IN EQUITY

XNo. 4606

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor hereby certifies that on May 28, 1964, 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:

Chester L. Jones
Chester, Maryland

Pearl D. Jones
Chester, Maryland

Ruth W. Draper
Centreville, Maryland

J. Thomas Clark
114 N. Commerce St.
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 28, 1964, 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.

ROBERT R. PRICE JR.
Special Auditor

Filed May 28, 1964

NISI RATIFICATION OF AUDIT
Filed May 28, 1964

J. Thomas Clark
Attorney named in Mortgage

In the Circuit Court
for Queen Anne's County

vs.

Chester L. Jones and
 Pearl D. Jones, his wife
 Mortgagors

In Equity

Cause No. 4606

ORDERED, this 28th. day of May, 1964, that the report and account filed in these proceedings by Robert R. Price, Jr., Special Auditor, be ratified on or after the 15th. day of June, 1964, unless cause to the contrary thereof be previously shown.

Filed May 28, 1964

CHARLES W. CECIL Clerk

FINAL RATIFICATION OF AUDIT
 Filed June 15, 1964

J. Thomas Clark
 Attorney named in Mortgage

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

vs.

Chester L. Jones and
 Pearl D. Jones, his wife,
 Mortgagors

Cause No. 4606

FINAL RATIFICATION OF AUDIT

ORDERED, this 15th. day of June, 1964, that the Report and Account filed herein by Robert R. Price, Jr., Special 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 J. Thomas Clark, Attorney Named in Mortgage, 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,
 Maryland

Filed June 15, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-first day of February, in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was filed for record, to wit:-

PETITION FOR FORECLOSURE

ROWILL TITLE HOLDING CORPORATION)
a body corporate, Assignee)
VS.)
UNION DEVELOPMENT COMPANY, INC.)
a body corporate)

IN THE
CIRCUIT COURT
QUEEN ANNE'S COUNTY
4607
Re-5371

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 20th day of March A.D. 1962 the defendant executed and delivered to Theodore Marks a mortgage upon certain fee simple property in the Queen Anne's County, Maryland, therein described, to secure the payment of the mortgage of \$500,000.00 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; and owing to a breach of the covenants therein said mortgage is now in default. (Short Assignment to Rowill Title Holding Corporation by Theodore Marks dated March 20, 1962, and recorded among the land records of Queen Anne's County in Liber TSP No. 65, folio 320; Extension Agreement between Rowill Title Holding Corporation and Union Development Company, Inc. dated June 25, 1963, recorded among Land Records of Queen Anne's County in Liber CWC No. 1, folio 317, filed herewith as "Petitioner's Exhibit No. 2".

And your petitioner pray 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 C. ROGERS
Attorney for Plaintiff

Filed Feb. 21, 1964

EXHIBIT NO. 1
Filed Feb. 21, 1964

No.47551 Liber 65 page 315
Re58929 RECEIVED FOR RECORD Mar 22, 1962

MORTGAGE-THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

THIS MORTGAGE, made this 20th day of March, in the year one thousand nine hundred and sixty-two, by and between UNION DEVELOPMENT COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, of the first part, Mortgagor; and THEODORE MARKS, of Baltimore City, in the State of Maryland, of the second part, Mortgagee.

WHEREAS, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS, for money this day loaned and advanced, which said sum the said Mortgagor has agreed to repay unto the said Mortgagee with interest thereon at the rate of six per cent (6%) per annum, until the whole of said principal and interest shall be paid, payable in twenty-two (22) consecutive quarterly installments in the manner following: (1) Beginning on the 20th day of June, 1962, by the payment of interest on said indebtedness, payable quarterly, for a period of two (2) quarters; and, thereafter, (2) By the payment of Quarterly installments of TWELVE THOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS each on account of said principal sum together with the quarterly payment of interest on said indebtedness, for a period of nineteen (19) consecutive quarters, the first quarterly payment being due on the 20th day of December, 1962; and, thereafter (3) By the payment of the whole remaining portion of said principal sum on the 20th day of September, 1967, together with interest at the rate of six per cent (6%) per annum, on the balance of said principal sum then due and owing by the said Mortgagor; and upon default in the payment of any one of the quarterly installments of interest and/or the quarterly installments of TWELVE THOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS, as aforesaid, on said principal sum; with interest thereon as aforesaid, or default in the payment of said remaining balance due as aforesaid, together with interest then due on the unpaid balance due and owing upon the said principal sum by the said Mortgagor, then this Mortgage shall be deemed and taken to be in default, and the properties herein after described liable to foreclosure and sale as hereinafter provided.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of ONE DOLLAR, the said UNION DEVELOPMENT COMPANY, INC., Mortgagor, doth grant and convey unto the said THEODORE MARKS, Mortgagee, his heirs, personal representatives and assigns, in fee simple, all those lots or parcels of ground situate and lying in Queen Anne's County, State of Maryland, and described as follows: (Including all right, title, interest and estate of said Mortgagor in the Marina Basin area, channel, and easements, as herein described.

BEGINNING for the first thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 28, 1961, at the edge of the Chester River at the point where the edge of said River is interested by the twenty-second line of that parcel of land which by Deed dated September 14, 1951, and

recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guaranteed Realty Corporation, said point being also the beginning of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. 55, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company Inc., and running thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above last mentioned parcel of land north 86 degrees 23 minutes 53 seconds west 1543.76 feet to a point thereon thence running for a line of division, as now drawn, south 07 degrees 39 minutes 10 seconds west 1458.07 feet to a point on the westernmost line of Cox's Neck Road, 60 feet wide, as shown on the Plat of Section One, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 81, said point being also distant 1246.84 feet northerly from Cox's Neck Road (a County Road), thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the northern outlines of Cox's Neck Road, Tackle Circle and Anchor Lane, as shown on the aforesaid Plat the ten following courses and distances, viz: (1) south 82 degrees 20 minutes 50 seconds east 60.00 feet, (2) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 37 degrees 20 minutes 50 seconds east and a long chord distance of 35.35 feet, (3) south 82 degrees 20 minutes 50 seconds east 20.00 feet, (4) 257.91 feet in an easterly direction along the arc of a curve to the left having a radius of 554.48 feet and a long chord bearing of north 84 degrees 19 minutes 40 seconds east and a long chord distance of 255.59 feet, (5) north 71 degrees 00 minutes 10 seconds east 105.67 feet, (6) 531.87 feet in a southeasterly direction along the arc of a curve to the right having a radius of 369.39 feet and a long chord bearing of south 67 degrees 44 minutes 55 seconds east and a long chord distance of 487.10 feet; (7) south 26 degrees 30 minutes 00 seconds east 50.00 feet, (8) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 71 degrees 30 minutes 00 seconds east and a long chord distance of 35.35 feet, (9) 266.16 feet in an easterly direction along the arc of a curve to the right having a radius of 500.00 feet and a long chord bearing of north 78 degrees 45 minutes 00 seconds east and a long chord distance of 263.03 feet, and (10) south 86 degrees 00 minutes 00 seconds east 630.00 feet to the end thereof, thence running for lines of division, as now drawn, the two following courses and distances, viz: (1) 607.16 feet in a northeasterly direction along the arc of a curve to the left having a radius of 386.53 feet and a long chord bearing of north 49 degrees 00 minutes 00 seconds east and a long chord distance of 546.63 feet, and south 86 degrees 00 minutes 00 seconds east 285 feet, more or less, to the edge of the Chester River and running thence with the edge of the Chester River 740 feet, more or less, to a point on the southern outline of the channel entrance leading to and from a Marina Basin, and running thence along the southern outline of the aforesaid channel entrance and along the outlines of the aforesaid Marina Basin the fourteen following courses and distances, viz: (1) south 59 degrees 00 minutes 00 seconds west 210.00 feet, (2) south 10 degrees 00 minutes 00 seconds west 255.00 feet, (3) south 59 degrees 30 minutes 00 seconds west 1245.00 feet, (4) north 35 degrees 00 minutes 00 seconds west 350.00 feet, (5) north 55 degrees 00 minutes 00 seconds east 850.00 feet, (6) north 19 degrees 50 minutes 20 seconds east 92.99 feet, (7) south 88 degrees 45 minutes 00 seconds west 688.00 feet, (8) north 01 degree 15 minutes 00 seconds west 211.00 feet, (9) north 88 degrees 45 minutes 00 seconds east 220.00 feet, (10) north 84 degrees 15 minutes 00 seconds east 475.00 feet, (11) north 88 degrees 45 minutes 00 seconds east 170.00 feet, (12) north 01 degrees 15 minutes 00 seconds west 220.00 feet, (13) south 88 degrees 45 minutes 00 seconds west 120.00 feet, and (14) north 01 degree 15 minutes 00 seconds west 136.10 feet to the place of beginning. Containing 55.70 acres of land, more or less. Situate on Anchor Lane, Tackle Circle, and Cox's Neck Road (Extended), Kent Island, Queen Anne's County, Maryland.

BEING also the same parcel of land as shown on the Plat of the Commercial Area, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. No. 1, at folio 85.

BEGINNING for the second thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 29, 1961, at the dege of Macum Creek at the point where the edge of said creek is intersected by the last line of that parcel of land which by Deed dated September 14, 1951, recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guaranteed Realty Corporation, said point being also the beginning of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. 55, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company, Inc. and running thence with the edge of Macum Creek and with the edge of the Chester River to intersect the southeasternmost corner of the Plat of the Commercial Area, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 85, thence leaving the edge of the Chester River and binding along the southern outlines of the aforesaid Plat of the Commercial Area, Castle Marina, the two following courses and distances, viz: (1) north 86 degrees 00 minutes 00 seconds west 285 feet, more or less, and (2) 607.16 feet in a southwesterly direction along the arc of a curve to right having a radius of 386.53 feet and a long chord bearing of south 49 degrees 00 minutes 00 seconds west 546.63 feet to the northeasternmost corner of the Plat of Section One, Castle Marina, said Plat being recorded among the aforesaid Plat Book Records in Liber T.S.P. 1, at folio 81, thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the southern outlines of the aforesaid Plat of the Commercial Area, Castle Marina, the ten following courses and distances, viz: (1) north 86 degrees 00 minutes 00 seconds west 630.00 feet, (2) 266.16 feet in a southwesterly direction along the arc of a curve to the left having a radius of 500.00 feet and a long chord bearing of south 78 degrees 45 minutes 00 seconds west and a long chord distance of 263.03 feet, (3) 39.27 feet in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet and along chord bearing of north 71 degrees 30 minutes 00 seconds west and a long chord distance of 35.35 feet, (4) north 26 degrees 30 minutes 00 seconds west 50.00 feet, (5) 531.87 feet in a northwesterly direction along the arc of a curve to the

left having a radius of 369.39 feet and along chord bearing of north 67 degrees 44 minutes 55 seconds west and a long chord distance of 487.10 feet (6) south 71 degrees 00 minutes 10 seconds west 105.67 feet, (7) 257191 feet in a westerly direction along the arc of a curve to the right having a radius of 554.48 feet and along chord bearing of south 84 degrees 19 minutes 40 seconds west and along chord distance of 255.59 feet, (8) north 82 degrees 20 minutes 50 seconds west 20.00 feet, (9) 39127 feet in a north-westerly direction along the arc of a curve to the right having a radius of 25.00 feet and along chord bearing of north 37 degrees 20 minutes 50 seconds west a long chord distance of 35.35 feet, and (10) north 82 degrees 20 minutes 50 seconds west 60.00 feet to the northwest corner of the aforesaid Plat of Section One, Castle Marina, and the southwest corner of the aforesaid Plat of the Commercial Area, Castle Marina, thence leaving the northwest corner of the aforesaid Plat of Section One, Castle Marina, and binding along the western outline of the aforesaid Plat of the Commercial Area, Castle Marina, north 07 degrees 39 minutes 10 seconds east 1458.07 feet to intersect the twenty-second line of the above first mentioned parcel of land and the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land, thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land north 86 degrees 23 minutes 53 seconds west 1361.78 feet to the easternmost edge of Cox's Creek, thence with the easternmost edge of Cox's Creek and the western outlines of the above second mentioned parcel of land the thirteen following courses and distances, viz: (1) south 03 degrees 28 minutes 31 seconds east 335.47 feet, (2) south 47 degrees 48 minutes 56 seconds west 86.37 feet, (3) south 02 degrees 07 minutes 16 seconds east 162.11 feet, (4) south 07 degrees 32 seconds west 334.90 feet, (5) south 35 degrees 32 minutes 16 seconds west 275.27 feet, (6) south 39 degrees 48 minutes 20 seconds west 390.51 feet, (7) south 33 degrees 41 minutes 24 seconds east 151.43 feet, (8) south 51 degrees 44 minutes 44 seconds east 264.88 feet, (9) south 08 degrees 14 minutes 08 seconds west 307.17 feet, (10) south 08 degrees 01 minutes 02 seconds east 143.40 feet (11) south 10 degrees 13 minutes 20 seconds west 123.97 feet, (12) south 29 degrees 55 minutes 53 seconds west 152.12 feet, and (13) south 36 degrees 04 minutes 10 seconds west 317.03 feet to the beginning of the last line of the above second mentioned parcel of land, thence binding along said line south 85 degrees 51 minutes 32 seconds east 4268.64 feet to the place of beginning. Containing 154.20 acres of land, more or less. Situate on both sides of Cox's Neck Road (County Road) and Cox's Neck Road (Extended), Kent Island Queen Anne's County, Maryland.

SAVING AND EXCEPTING from the land hereinabove secondly described that parcel of land which by Deed dated May 18, 1901, and recorded among the aforesaid Land Records in Liber J.E.G. No. 2, at folio 17, was conveyed by JOHN F. RUTH and GRACE R. RUTH, his wife, to the QUEEN ANNE RAILROAD COMPANY; and

SAVING AND EXCEPTING, ALSO, from the land hereinabove secondly described Lots 4, 6, 13 and 15, in Block A, and Lots 9, 13 and 28, in Block B, and Lot 7, in Block C, as shown on a Plat entitled "Section One - Castle Marina, Kent Island, Queen Anne's County, Maryland," made by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated April 10, 1961, and recorded June 14, 1961, among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 60, page 573, and further recorded in Plat Book T.S.P. No. 1, folio 81.

THE said second - parcel herein described being subject, however, to the legal operation and effect of the following Mortgages:

(1) Mortgage from Tidewater Enterprises, Inc., et al. to The Augusta Building and Loan Association, Inc., dated March 12, 1956, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 27, folio 96, said Mortgage having since been assumed by Union Development Company, Inc.

(2) Mortgage from Tidewater Enterprises, Inc., et al. to Bessie C. Stern, dated November 18, 1958, and recorded among the aforesaid Land Records in Liber T.S.P. No. 44, folio 235.

(3) Mortgage from Union Development Company, Inc. to Tidewater Enterprises, Inc., dated July 15, 1960, and recorded among the aforesaid Land Records in Liber T.S.P. No. 55, folio 456, short assigned at foot of Mortgage to James E. Thompson, Jr., on July 15, 1960, and recorded among the aforesaid Land Records in Liber T.S.P. No. 55, folio 459.

BEING part of that parcel of land which by Deed dated July 15, 1960, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. 55, at folio 454, was granted and conveyed by TIDEWATER ENTERPRISES, INC. to UNION DEVELOPMENT COMPANY, INC., the within Mortgagor.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in full at anytime, without penalty, provided said Mortgage is not in default; however, it is also understood and agreed that with reference to the parcel of ground herein secondly described, the Mortgagor shall have the following rights and privileges, in addition to the right of prepayment in full, without penalty, provided the Mortgage is not in default:

(1) Mortgagor shall have the right to subdivide and record Plat or Plats for unused acreage, without obtaining prior permission or waiver from Mortgagee.

(2) Mortgagor shall have the right to record Restrictions in similar form of Restrictions presently imposed upon the development known as "Section One Castle Marina," herein referred to, without obtaining prior permission or waiver from Mortgagee.

(3) Mortgagor shall have the right to obtain Release or Releases for recording lots in any future sub-division at the rate of ONE HUNDRED DOLLARS (\$100.00) per lot, for the first sixteen (16) lots released, and at the rate of fifty per cent (50%) of sales price, but not less than TWO THOUSAND DOLLARS (\$2,000.00) per lot, for the release of any remaining lots; it being also particularly understood and agreed that any lot so released shall have the right of ingress and egress over existing roads to Cox's Neck Road, a County Road, in common with others having a like right.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, ways, waters, privileges, appurtenances and advantages therego belonging, or in anywise appertaining, and especially the right of ingress and egress to and from the above described land over and upon all and every the streets, roadways, lanes and/or alleys, in the Subdivision known as Section One - Castle Marina, in common with the Mortgagor herein and others entitled thereto; and subject to the rights of others to use the same streets, roadways, lanes and/or alleys for ingress and egress to and from Cox's Neck Road (a County Road); and

ALSO TOGETHER with all walks, bulkheads, docks, wharves, pilings, abutments and slips erected thereon or extending into any body or water contiguous thereto; and

ALSO TOGETHER with all right, title, interest and estate of said Mortgagor, at law or in equity, in and to the Marina Basin area and channel to the Chester River; and

Twenty-Fifty-five Dollar
Recordation Tax Stamps
Endorsed 3-22-62

ALSO, TOGETHER with the buildings and improvements thereupon, and the rights, allyes, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of land, with improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, successors and assigns, forever in fee simple.

PROVIDED that if the said principal sum of money loaned as aforesaid and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or, his bruits attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lot, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

AND it is agreed that upon any sale of said property under this mortgage, 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 twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; 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, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to keep the improvements on the land insured against loss by fire and other hazards required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause

the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

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.

WITNESS the corporate seal of UNION DEVELOPMENT COMPANY, INC., Mortgagor, and the signature of Mark M. Mayers, President, duly authorized and attested.

UNION DEVELOPMENT COMPANY, INC.

ATTEST: Corporate Seal

BY: MARK M. MAYERS
MARK M. MAYERS President

GUSTAVE LISS
GUSTAVE LISS

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 20th day of March in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Mark M. Mayers, President of UNION DEVELOPMENT COMPANY, INC., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of said body corporate.

At the same time also appeared Theodore Marks 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 also made oath that he is agent of the mortgagee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notary Seal here.)

HERBERT E. MUSE Notary Public
HERBERT E. MUSE

My commission expires May 6th, 1963.

Notary
Public
Seal

FOR VALUE RECEIVED, I, THEODORE MARKS, hereby assign all my right, title and interest in and to the within Mortgage, and the debt thereby secured, unto ROWILL TITLE HOLDING CORPORATION.

AS WITNESS my hand and seal this 20th day of March, 1962.

TEST:

THEODORE MARKS (SEAL)
THEODORE MARKS

HERBERT E. MUSE
HERBERT E. MUSE

Partial Release of Above Mortgage is recorded in Liber T.S.P. No. 69, folio 192, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 69, folio 185, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 71, folio 389, a Land Record Book for Queen Anne's County.

Agreement of Modification recorded in Liber C.W.C. No. 1, folio 317.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 1, folio 322, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 1, folio 328, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 1, folio 332, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 1, folio 84, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 2, folio 92, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 3, folio 14, a Land Record Book for Queen Anne's County.

State of Maryland,
County of Queen Anne's, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber T.S.P. No. 65, folio 315 etc., 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 February, in the year nineteen hundred and sixty four.

CHARLES W. CECIL

Clerk

Filed Feb. 21, 1964

EXHIBIT NO. 2
Filed Feb. 21, 1964

No. 49843
Re2397 RECEIVED FOR RECORD July 2, 1963

THIS AGREEMENT, made this 25th day of June in the year one thousand, nine hundred and sixty-three, by and between, ROWILL TITLE HOLDING CORPORATION, a body corporate party of the first part; THEODORE MARKS, party of the second part; and UNION DEVELOPMENT COMPANY, INC., a body corporate, party of the third part,

WHEREAS, the said party of the first part is the holder of a mortgage from UNION DEVELOPMENT COMPANY, INC., to the party of the second part, dated March 20th 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 65, folio 315, made to secure the sum of Five Hundred Thousand (\$500,000.00) Dollars, which mortgage was short assigned to the party of the first part, and

WHEREAS, the parties of the first and second parts have consented to modify said mortgage, as hereinafter set forth which the party of the third part hereto has accepted, as is evidenced by their signatures hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises and the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree that the above mentioned mortgage is amended as follows:

The legal operation and effect of the following release clause, set forth in said mortgage, namely:

"Mortgagor shall have the right to obtain Release or Releases for recorded lots in any present or future sub-division at the rate of ONE HUNDRED (\$100.00) DOLLARS per lot, for the first sixteen (16) lots released, and at the rate of fifty per cent (50%) of sale price but not less than TWO THOUSAND (\$2000.00) DOLLARS per lot, for the release of any remaining lots; it being also particularly understood and agreed that any lot so released shall have the right of ingress and egress over existing roads to Cox's Neck Road, a County Road, in common with others having a like right."

is hereby suspended, and shall not again become effective, until payment in full has been made of a mortgage dated July 12, 1962, and recorded among said Land Records in Liber T.S.P. No. 67, folio 285, from Union Development Company, Inc. to Theodore Marks, made to secure the sums of \$50,000.00, which mortgage has been assigned to Rowill Title Holding Corporation.

For so long as the mortgage dated July 12th 1962 and recorded as aforesaid in Liber T.S.P. 67, folio 285 (\$50,000.00), is unpaid in whole or in part, and a release or releases of home sites or lands are obtained by the Mortgagor therefrom, under the modified terms thereof, then said Mortgagor shall have the right to simultaneously obtain a release or releases of the same home site or lands thus released, without payment therefor under said mortgage dated March 20, 1962 and recorded as aforesaid in Liber T.S.P. No. 65, folio 315 (\$500,000.00); each such release to grant the right of ingress and egress over the existing roads to Cox's Neck Road, A County Road, in common with others having a like right.

It is further agreed that the requirements that the sum of \$12,500.00 shall be paid on account of principal each quarter year (the 20th day of March, June, September and December) is hereby modified, so that such quarterly principal payments need not be made by the Mortgagor until the quarter beginning with September 20, 1964.

It is further agreed that, as to the principal quarterly payments of \$12,500.00 to be made on the \$500,00.00 mortgage (dated March 20, 1962, aforementioned), beginning with September 20, 1964, there shall be credited against such required quarterly payments, all sums paid hereafter by the Mortgagor to the Mortgagee thereunder, for the release of lots; provided there is sufficient payments to meet said payments of \$12,500.00, otherwise the Mortgagor shall pay the whole instalment or the difference as the case may be. If such lot release payments exceed the quarterly principal payment, the excess shall be credited to the next succeeding principal quarterly payment.

The said party of the third part, for itself, its successors and assigns, does hereby accept and agree to the aforesaid Agreement, in the manner set forth, and agrees that all the remaining covenants and conditions mentioned in the aforesaid mortgage shall continue in full force and effect.

THEODORE MARKS, mortgagee in the mortgage dated 20th day of March, 1962, hereby joins in this Agreement for the purpose of showing his consent and authorization therefor, as herein set forth.

WITNESS, the signature of ROWILL TITLE HOLDING CORPORATION, by the hand of WILLIAM C. ROGERS, SR., its President, and its corporate seal hereto affixed.

WITNESS, the hand and seal of THEODORE MARKS.

WITNESS, the signature of UNION DEVELOPMENT COMPANY, INC., by the hand of MARK M. MAYERS, its President, and its corporate seal hereto affixed.

WITNESS: ROWILL TITLE HOLDING CORPORATION
By: WILLIAM C. ROGERS SR.
Mary C. Turner William C. Rogers, Sr., Pres.

WITNESS: SOPHIE FRIEDMAN
Sophie Friedman Theodore Marks

WITNESS: UNION DEVELOPMENT COMPANY, INC.
By: MARK M. MAYERS
Mary C. Turner Mark M. Mayers, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of June, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared WILLIAM C. ROGERS, Sr., the President of the said ROWILL TITLE HOLDING CORPORATION, and personally appeared MARK M. MAYERS, President of UNION DEVELOPMENT COMPANY, INC., and they respectively acknowledged the foregoing Agreement to be the act of each of said bodies corporate.

AS WITNESS, my hand and Notarial Seal, the day and year first written above.

Notary Public Seal MARY C. TURNER
Notary Public
Mary C. Turner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17 day of June, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared THEODORE MARKS, party of the second part, and he acknowledged the foregoing Agreement to be his act and deed.

AS WITNESS, my hand and Notarial Seal, the day and year first written above.

Notary Public Seal SOPHIE FRIEDMAN
Notary Public
Sophie Friedman

49842

AGREEMENT

By and Between:-

ROWILL TITLE HOLDING CORPORATION,

THEODORE MARKS and

UNION DEVELOPMENT COMPANY INC.

State of Maryland, Queen Anne's County, Sct,

I HEREBY CERTIFY THAT

THIS Agreement was RECEIVED FOR RECORD THIS 2 DAY OF July 1963 RE 2397 AND RECORDED IN LIBER CWC No. 1 folio 317, Land RECORD BOOK FOR QUEEN ANNE'S COUNTY.

Charles W. Cecil, CLERK

CL MORTON GOLDSTEIN Attorney At Law 1154 Maryland National Bank Building Baltimore 2, Maryland

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

I HEREBY CERTIFY that the foregoing was truly taken and copied from Liber C.W.C. No. 1, folios 317, etc., 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 February, in the year nineteen hundred and sixty four.

CHARLES W. CECIL
Clerk

STATEMENT OF MORTGAGE CLAIM
Filed Feb. 21, 1964

STATEMENT OF MORTGAGE CLAIM

ROWILL TITLE HOLDING CORPORATION a body corporate, Assignee	)	IN THE
vs.	)	CIRCUIT COURT
UNION DEVELOPMENT COMPANY, INC. a body corporate	(	FOR
	)	QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Rowill Title Holding Corporation under the mortgage from Union Development Company, Inc., to Theodore Marks, dated March 29, 1962 and recorded among the Land Records of Queen Anne's County in Liber TSP No. 65, folio 315. (Short Assignment to Rowill Title Holding Corporation, dated March 20, 1962 and recorded among the Land Records of Queen Anne's County in Liber TSP No. 65, folio 320. Extension agreement dated June 25, 1963, recorded in Liber CWC No. 1, folio 317).

Union Development Company, Inc.
c/o Mark M. Mayers
7620 Labyrinth Road
Pikesville, Md.

Original Amount of Mortgage 3/20/62	\$500,000.00	
Interest to 2/20/64	49,125.00	
	\$549,125.00	
Principal paid	\$12,500.00	
Interest paid	36,937.50	49,437.50
Balance due as of 2/20/64		\$499,687.50

ROWILL TITLE HOLDING CORPORATION
BY JOHN C RYAN
JOHN C. RYAN, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th day of February in the year nineteen hundred and sixty-four, before me, as Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John C. Ryan, Secretary of Rowill Title Holding Corporation 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

HERBERT C MOORE
HERBERT C. MOORE, Notary Public

Filed Feb. 21, 1964

DECREE FOR SALE
Filed Feb. 29, 1964

DECREE FOR SALE OF MORTGAGE PREMISES

ROWILL TITLE HOLDING CORPORATION a body corporate, Assignee	)	IN THE
vs.	)	CIRCUIT COURT
UNION DEVELOPMENT COMPANY, INC. a body corporate	(	FOR
	)	QUEEN ANNE'S COUNTY Chy No. 4607

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 29th day of February, in the year nineteen hundred and sixty-four, by the Circuit Court for QUEEN ANNE'S COUNTY, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers 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 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 \$500,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any 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 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, deposit of \$25,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; 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 the 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 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 personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claim 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 cost 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; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

J DEWEESE CARTER
JUDGE.

Filed Feb. 29, 1964

CERTIFIED COPY OF BOND
Filed March 24, 1964

RECEIVED FOR RECORD March 24, 1964

FIDELITY AND DEPOSIT COMPANY
HOME OFFICE OF MARYLAND BALTIMORE 3
Bond No. 77 96 201

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, 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 Five Hundred Thousand and 00/100 (\$500,000.00) 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 23rd day of March in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William C. Rogers 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 certain property mentioned in the proceedings in the case of Rowill Title Holding Corporation, a body corporate, assignee vs: Union Development Company, Inc., a body corporate now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William C. Rogers 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:

HERBERT C. MOORE
HERBERT C. MOORE

WILLIAM C. ROGERS (SEAL)
William C. Rogers

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By SHARON GREEN
Sharon Green As to Surety

By CLINTON A. KILLAN, JR.
Clinton A. Killan, Jr.
Attorney-in-Fact

Security approved and Bond filed Mar. 24, 1964

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 43, a Bond 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 24th day of March in the year nineteen hundred and sixty-four.

CHARLES W. CECIL

Clerk

CLAIM OF STATE OF MARYLAND
(Retail Sales Tax Division)
Filed April 13, 1964

Maryland
Seal

STATE OF MARYLAND
COMPTROLLER OF THE TREASURY
301 West Preston Street
Baltimore, E, Maryland

April 9, 1964

Mr. Charles W. Cecil
Circuit Court of Queen Anne's County
Court House - Centreville, Md.

RE: Rowill Title holding
Corp

vs.
Union Development Co. Inc.
In Equity - Chancery No.
4607

Dear Sir:

We are enclosing our Foreclosure Proceedings claim against the captioned in the amount of \$385.02.

Will you please enter this claim with the proceedings so that the State of Maryland will participate in the distribution of the assets. We understand the State has a preferred claim since this represents sales taxes.

Very truly yours,

BERNARD F. MOAN
Bernard F. Moan

BFM:Y
Enc.

STATE OF MARYLAND,

Sct.

BE IT REMEMBERED, and I hereby certify, that on this 9th day of April, A.D. 1964, before me, the subscriber, a Notary Public duly appointed, commissioned and qualified in and for the City of Baltimore, State of Maryland aforesaid, and having authority by law to administer oaths therein, personally appeared Bernard F. Moan and made oath in due form of law that he is an officer, holding the position of Attorney-Retail Sales Tax Div., of the Office of the Comptroller, State of Maryland and that there is fully due and owing to said corporation upon the annexed account by Castle Marina, Inc., (Union Development Co. Inc.) the sum of Three Hundred Eighty Five dollars and two cents, together with interest from May 1, 1964 until paid, over and above all discounts; and further that the annexed account is correctly made out, and that said claim is just and true as stated and is unpaid; and that the said St. of Md. keeps regular books of accounts, that the keeping of such books is in the charge or under the supervision of the affiant, and that the entries in such books made in the regular course of business show that the defendant is indebted therefor to the said St. of Md. in the amount above stated; and further that he, the said affiant, believes the taxes charged in annexed account were bona fide as charged, and that he hath not, nor hath the said St. of Md. received any payment or satisfaction for the taxes charged more than credit* is duly given for in and appearing upon said account, nor hath he or the said St. of Md. received any security for the same, and that the balance charged and claimed is justly due; and said affiant further made oath that said defendant is not in the military service as defined by the Soldiers and Sailors Relief Act of 1940; and further, that he is the duly authorized agent of said St. of Md. to make this affidavit, and that he hath personal knowledge of the matters herein contained.

BERNARD F. MOAN
Bernard F. Moan, Attorney

AND I DO FURTHER CERTIFY, that at the same time and place, before me, the subscriber, a Notary Public as aforesaid, personally appeared also Frank T. Blatter, Chief Accountant of the said St. of Md. and made oath in due form of law that the taxes charged in the annexed account, were as charged by the said St. of Md. to the said Castle Marina, Inc., (Union Development Co. Inc.) and that the said Castle Marina, Inc., (Union Development Co. Inc.) assumed to pay for the same at the price therein charged.

*Except for claim filed in the Circuit Court of Baltimore County-Ex Parte in the Matter of the Trust Estates of: The Amity Corp., Union Development Co. Inc., Mayers, Construction Co. Inc., Castle Marina, Inc. & Temar Land Co. Inc.

FRANK T. BLATTER
Frank T. Blatter, Chief Accountant

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this day and year above written.

MADELINE M. YOUNGHEIN
Notary Public.

Filed April 13, 1964

Notary
Public
Seal

April 9, 1964

STATEMENT OF ACCOUNT

The following constitutes a true and perfect computation of sales tax and/or use and interest due and owing by Castle Marina, Inc., (Union Development Co.Inc.,) to the State of Maryland:

COMPUTATION OF SALES TAX:

Period covered: August 1, 1963 thru
September 30, 1963 \$385.02

Tax due \$365.99

Interest..... 19.03

Total amount of Claim \$385.02

BERNARD F. MOAN
Bernard F. Moan, Attorney

Filed April 13, 1964

REPORT OF SALE
Filed April 13, 1964

ROWILL TITLE HOLDING CORPORATION, a body corporate, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
UNION DEVELOPMENT COMPANY, INC., a body corporate	*	QUEEN ANNE'S COUNTY
	*	Chancery No. 4607
*	*	* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of William C. Rogers, Sr., Trustee to make sale of properties known as Castle Marina, Queen Anne's County, Maryland, 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 law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Queen Anne's Record-Observer, a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of said sale, said Trustee, William C. Rogers, Sr., did pursuant to said notice on Saturday, April 4, 1964 at 11:00 o'clock a.m. attend on the premises, Queen Anne's County, Maryland, and then and there sold at public auction for the highest amount bid, the fee simple parcels of property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report; (1) the property advertised as Parcel No. 1, Castle Marina unto Commodity Credit Co., Inc. at and for the sum of \$200,000.00, which price was the highest amount bid for said property and (2) the property advertised as Parcel No. 2, Castle Marina unto Commodity Co., Inc. at and for the sum of \$100,000.00, subject to outstanding mortgages in the approximate amount of \$37,389.61 plus interest from March 31, 1964, which price was the highest amount bid for said property; the total sales of said Parcels Nos. 1 and 2 being therefore \$300,000.00.

WILLIAM C. ROGERS SR.
WILLIAM C. ROGERS, ST., Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

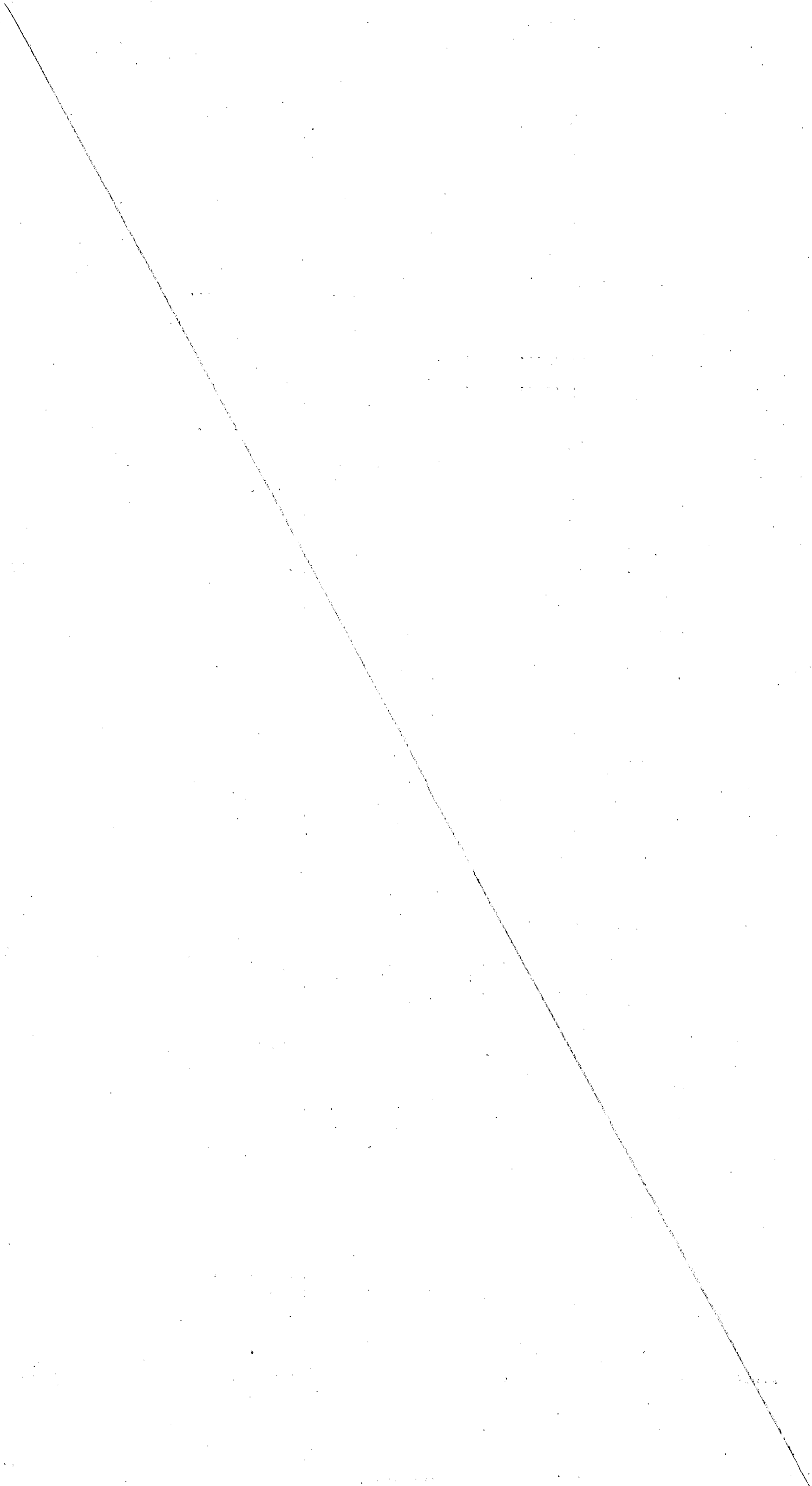
I HEREBY CERTIFY that on this 6th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Sr., Trustee and made oath in due form that the facts stated in the foregoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Notary
Public
Seal

HERBERT C. MOORE
HERBERT C. MOORE Notary Public

Filed April 13, 1964



CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed April 13, 1964

THE QUEEN ANNE'S RECORD-OBSERVER, CENTREVILLE, MARYLAND, THURSDAY, MARCH 12, 1964

TRUSTEE'S SALE OF
Valuable Fee Simple Waterfront Property
KNOWN AS CASTLE MARINA

Situate In The Fourth Election District Queen Anne's County, Maryland

**CONSISTING OF AN OPERATING MARINA AND FACILITIES,
CLUB HOUSE, RESTAURANT, COCKTAIL LOUNGE, SWIM-
MING POOL, SKEET RANGE, PRIVATE AIR STRIP, RESIDENTIAL
DEVELOPMENT LAND AND COMMERCIAL AREA.**

Whereas, by decree of the Circuit Court for Queen Anne's County, In Equity, dated the 29th day of February, 1964, in a cause pending in said Court, entitled "Rowill Title Holding Corporation vs. Union Development Company, Inc.", being Chaucery No. 4607, the undersigned Trustees will sell at public auction

On The Premises

On Saturday, April 4, 1964, at 11:00 o'clock, a.m.

the following described real estate, to wit:

PARCEL NO. 1

All that tract or parcel of land, situate, lying and being in Queen Anne's County, State of Maryland, on the Chester River, and including all right, title, interest and estate of Union Development Company, Inc., in and to the Marina Basin Area, Channel, and Easements, as herein described, to wit:

BEGINNING for the first thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 28, 1961, at the edge of the Chester River at the point where the edge of said River is intersected by the twenty-second line of that parcel of land which by Deed dated September 14, 1951, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guaranteed Realty Corporation, said point being also the beginning of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. No. 55, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company, Inc., and running thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above last mentioned parcel of land north 86 degrees 23 minutes 53 seconds west 1543.76 feet to a point thereon thence running for a line of division, as now drawn, south 07 degrees 39 minutes 10 seconds west 1458.07 feet to a point on the westernmost line of Cox's Neck Road, 60 feet wide, as shown on the Plat of Section One, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 81, said point being also distant 1246.84 feet northerly from Cox's Neck Road (a County Road), thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the northern outlines of Cox's Neck Road, Tackle Circle and Anchor Lane, as shown on the aforesaid Plat the ten following courses and distances, viz: (1) south 82 degrees 20 minutes 50 seconds east 60.00 feet, (2) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 37 degrees 20 minutes 50 seconds east and a long chord distance of 35.35 feet, (3) south 82 degrees 20 minutes 50 seconds east 20.00 feet, (4) 257.91 feet in an easterly direction along the arc of a curve to the left having a radius of 554.48 feet and a long chord bearing of north 84 degrees 19 minutes 40 seconds east and a long chord distance of 255.59 feet, (5) north 71 degrees 00 minutes 10 seconds east 105.67 feet, (6) 531.87 feet in a southeasterly direction along the arc of a curve to the right having a radius of 369.39 feet and a long chord bearing of south 67 degrees 44 minutes 55 seconds east and a long chord distance of 487.10 feet, (7) south 26 degrees 30 minutes 00 seconds east 50.00 feet, (8) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 71 degrees 30 minutes 00 seconds east and a long chord distance of 35.35 feet, (9) 266.16 feet in an easterly direction along the arc of a curve to the right having a radius of 500.00 feet and a long chord bearing of north 78 degrees 45 minutes 00 seconds east and a long chord distance of 263.05 feet, and (10) south 86 degrees 00 minutes 00 seconds east 630.00 feet to the end thereof, thence running for lines of division, as now drawn, the two following courses and distances, viz: (1) 607.16 feet in a northeasterly direction along the arc of a curve to the left having a radius of 386.53 feet and a long chord bearing of north 49 degrees 00 minutes 00 seconds east and a long chord distance of 546.63 feet, and south 86 degrees 00 minutes 00 seconds east 285 feet, more or less, to the edge of the Chester River and running thence with the edge of the Chester River 740 feet, more or less, to a point on the southern outline of the channel entrance leading to and from a Marina Basin, and running thence along the southern outline of the aforesaid channel entrance and along the outlines of the aforesaid Marina Basin the fourteen following courses and distances, viz: (1) south 59 degrees 00 minutes 00 seconds west 210.00 feet, (2) south 10 degrees 00 minutes 00 seconds west 255.00 feet, (3) south 59 degrees 30 minutes 00 seconds west 1245.00 feet, (4) north 35 degrees 00 minutes 00 seconds west 350.00 feet, (5) north 55 degrees 00 minutes 00 seconds east 850.00 feet, (6) north 19 degrees 50 minutes 20 seconds east 92.99 feet, (7) south 88 degrees 45 minutes 00 seconds west 688.00 feet, (8) north 01 degree 15 minutes 00 seconds west 211.00 feet, (9) north 88 degrees 45 minutes 00 seconds east 220.00 feet, (10) north 84 degrees 15 minutes 00 seconds east 475.00 feet, (11) north 88 degrees 45 minutes 00 seconds east 170.00 feet, (12) north 01 degree 15 minutes 00 seconds west 220.00 feet, (13) south 88 degrees 45 minutes 00 seconds west 120.00 feet, and (14) north 01 degree 15 minutes 00 seconds west 136.10 feet to the place of beginning. Containing 55.70 acres of land, more or less. Situate on Anchor Lane, Tackle Circle, and Cox's Neck Road (Extended), Kent Island, Queen Anne's County, Maryland.

BEING also the same parcel of land shown on the Plat of the Commercial Area, Castle Marina, by Purdum and Jeschke, registered engineers and land surveyors, dated September 21, 1961, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 63 folio 23 and in Plat Book T.S.P. No. 1 folio 85.

ALSO TOGETHER with all walks, bulkheads, docks, wharves, pilings, abutments and slips erected thereon or extending into any body of water contiguous thereto; and

ALSO TOGETHER with all right, title, interest and estate of said Union Development Company, Inc., at law or in equity, in and to the Marina Basin area and channel to the Chester River.

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; and especially the right of ingress and egress to and from the above described lands over and upon all and every the streets, roadways, lanes, and/or alleys in the subdivision known as Castle Marina, in common with and subject to the rights of others to use the same streets, roadways, lanes and/or alleys, for ingress and egress to and from the county road known as Cox's Neck Road; and

SUBJECT to publicly recorded easements.

AND IMMEDIATELY THEREAFTER

the undersigned Trustee will sell at public auction the following described lands, to wit:

PARCEL NO. 2

All that tract or parcel of land situate, lying and being in Queen Anne's County, State of Maryland, adjacent to Parcel No. 1 hereinabove described, on the Chester River and Macum Creek, and described as follows, to wit:

BEGINNING for the second thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 29, 1961, at the edge of Macum Creek at the point where the edge of said creek is intersected by the last line of that parcel of land which by Deed dated September 14, 1951, recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guarantee Realty Corporation, said point being also the beginning of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. 53, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company, Inc. and running thence with the edge of Macum Creek and with the edge of the Chester River to intersect the south-easternmost corner of the Plat of the Commercial Area, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 85, thence leaving the edge of the Chester River and binding along the southern outlines of the aforesaid Plat of the Commercial Area, Castle Marina, the two following courses and distances, viz: (1) north 85 degrees 00 minutes 00 seconds west 285 feet, more or less, and (2) 607.16 feet in a southwesterly direction along the arc of a curve to right having a radius of 386.53 feet and a long chord bearing of south 49 degrees 00 minutes 00 seconds west 546.63 feet to the northeasternmost corner of the Plat of Section One, Castle Marina, said Plat being recorded among the aforesaid Plat Book Records in Liber T.S.P. 1, at folio 81, thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the southern outlines of the aforesaid Plat of the Commercial Area,

Castle Marina, the ten following courses and distances, viz: (1) north 86 degrees 00 minutes 00 seconds west 630.00 feet, (2) 266.16 feet in a southwesterly direction along the arc of a curve to the left having a radius of 500.00 feet and a long chord bearing of south 78 degrees 45 minutes 00 seconds west and a long chord distance of 263.03 feet, (3) 39.27 feet in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet and a long chord bearing of north 71 degrees 30 minutes 00 seconds west and a long chord distance of 35.35 ft., (4) north 26 degrees 30 minutes 00 seconds west 50.00 ft., (5) 531.87 ft. in a northwestern direction along the arc of a curve to the left having a radius of 369.39 ft. and a long chord bearing of north 67 deg. 44 minutes 55 seconds west and a long chord distance of 487.10 feet, (6) south 71 degrees 00 minutes 10 seconds west 105.67 feet, (7) 257.91 feet in a westerly direction along the arc of a curve to the right having a radius of 554.48 feet and a long chord bearing of south 84 degrees 19 minutes 40 seconds west and a long chord distance of 255.59 feet, (8) north 82 degrees 20 minutes 50 seconds west 20.00 feet, (9) 39.27 feet in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet and a long chord bearing of north 37 degrees 20 minutes 50 seconds west and a long chord distance of 35.35 feet, and (10) north 82 degrees 20 minutes 50 seconds west 60.00 feet to the northwest corner of the aforesaid Plat of Section One, Castle Marina, and the southwest corner of the aforesaid Plat of the Commercial Area, Castle Marina, thence leaving the northwest corner of the aforesaid Plat of Section One, Castle Marina, and binding along the western outline of the aforesaid Plat of the Commercial Area, Castle Marina, north 07 degrees 39 minutes 10 seconds east 1458.07 feet to intersect the twenty-second line of the above first mentioned parcel of land and the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land, thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land north 86 deg. 23 minutes 53 seconds west 1361.78 ft. to the easternmost edge of Cox's Creek, thence with the easternmost edge of Cox's Creek and the western outlines of the above second mentioned parcel of land the thirteen following courses and distances, viz: (1) south 03 degrees 28 minutes 31 seconds east 335.47 feet, (2) south 07 degrees 48 minutes 56 seconds west 86.37 feet, (3) south 02 degrees 07 minutes 16 seconds east 162.11 feet, (4) south 07 degrees 32 minutes 58 seconds west 334.90 feet, (5) south 35 degrees 32 minutes 16 seconds west 275.27 feet, (6) south 39 degrees 48 minutes 20 seconds west 390.51 feet, (7) south 33 degrees 41 minutes 24 seconds east 151.43 feet, (8) south 51 degrees 44 minutes 44 seconds east 264.88 feet, (9) south 08 degrees 14 minutes 08 seconds west 307.17 feet, (10) south 08 degrees 01 minute 02 seconds east 143.40 feet (11) south 10 degrees 13 minutes 20 seconds west 123.97 feet, (12) south 29 degrees 55 minutes 53 seconds west 152.12 feet, and (13) south 36 degrees 04 minutes 10 seconds west 317.03 feet to the beginning of the last line of the above second mentioned parcel of land, thence binding along said line south 85 degrees 51 minutes 32 seconds east 4268.64 feet to the place of beginning, containing 154.20 acres of land, more or less, Situate on both sides of Cox's Neck Road (County Road) and Cox's Neck Road (Extended), Kent Island, Queen Anne's County, Maryland.

SAVING AND EXCEPTING from the land hereinabove secondly described that parcel of land which by Deed dated May 18, 1901, and recorded among the aforesaid Land Records in Liber J.E.G. No. 2, at folio 17, was conveyed by John F. Ruth and Grace R. Ruth, his wife, to the Queen Anne Railroad Company; and

AND ALSO SAVING AND EXCEPTING from the land hereinabove secondly described all those lots or parcels of land set forth and shown on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," made by Purdum and Jeschke, registered engineers and land surveyors, dated April 10, 1961, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 60 folio 573, and further recorded in Plat Book T.S.P. No. 1 folio 81, and known and designated thereon as

Lots Nos. 4, 6, 7, 13 and 15 Block A

Lots Nos. 1,4,5,6,7,8,9,13,16,17,28 and 35 Block B

Lot No. 7 Block C

of Castle Marina, Section One.

The said second parcel herein described being subject, however, to the legal operation and effect of the following mortgages, to wit:

(1) Mortgage from Tidewater Enterprises, Inc., et al. to Bessie C. Stern, dated November 18, 1958, and recorded among the aforesaid Land Records in Liber T.S.P. No. 44, folio 235.

(2) Mortgage from Union Development Company, Inc. to Tidewater Enterprises, Inc., dated July 15, 1960, and recorded among the aforesaid Land Records in Liber T.S.P. No. 55 folio 456.

Portions of the said second parcel having been released from one or both of the aforesaid mortgages, prospective purchasers are referred to the Land Records of Queen Anne's County for further and more definite information relating thereto.

The precise amounts due under the aforesaid mortgages will be announced on the day of sale.

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; and especially the right of ingress and egress to and from the above described lands over and upon all and every the streets, roadways, lanes and/or alleys in the subdivision known as Castle Marina, in common with and subject to the rights of others to use the same streets, roadways, lanes and/or alleys, for ingress and egress to and from the county road known as Cox's Neck Road; and

SUBJECT, however, to publicly recorded easements and restrictive covenants and conditions as contained in a Declaration of Restrictions made by Union Development Company, Inc., dated the 30th day of June, 1961, recorded among the Land Records of Queen Anne's County in Liber 1.S.P. No. 61, folio 508.

THE TWO PARCELS ABOVE DESCRIBED BEING ALL, AND INTENDED TO BE ALL, of the lands described in a certain mortgage from Union Development Company, Inc., to Theodore Marks, dated the 20th day of March, 1962, recorded among the Land Records of Queen Anne's County in Liber 1.S.P. No. 65, folio 315, and duly assigned to Rowill Title Holding Corporation by short assignment recorded at the foot thereof, except so much thereof as has been heretofore released.

MANNER OF SALE: The Trustee reserves the right to alter the order of sale of said properties. The foregoing properties will first be offered separately, and bids reserved, then offered as an entirety, and will be sold in the manner producing the greater amount of money.

TERMS OF SALE: A cash deposit of at least \$12,500.00 on each parcel, if sold separately, or \$25,000.00 if sold as an entirety, will be required of the purchaser at the time and place of sale, the balance of the purchase price to be paid upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, or within fifteen (15) days thereafter, and shall bear interest at the rate of six per cent (6%) per annum from the date of sale to the date of settlement. All taxes and other public dues and charges to be adjusted to the date of sale. Cost of Federal and State stamps, preparation and recording of deed or other conveyances, title examination, notary fees, etc., to be paid by the purchaser.

Castle Marina is located near Stevensville, Maryland, approximately one and one-half miles east to the Chesapeake Bay Bridge. From the Western Shore, follow U. S. Route No. 50-301 past the Kent Island Shopping Center, and turn left at next intersection at the Texaco Station on the Cox's Neck Road to the property.

FURTHER information concerning the above described property may be obtained by application to the undersigned Trustee. Inspection of the premises and of the improvements may be made by application to the undersigned Trustee.

WILLIAM C. ROGERS, SR., Trustee
SAM W. PATTISON AND CO., Auctioneer

William C. Rogers, Sr., Solicitor
113 E. Baltimore Street
Baltimore 2, Maryland
SAratoga 7-4456

4t-4-2

9

Queen Anne's Record-Observer

Centreville, Md. APRIL 10, 19.64.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY in the ~~XXXXXXX~~ KNOWN AS CASTLE MARINA SATURDAY, APRIL 4, 1964.

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 1 successive weeks before the 4 day of APRIL, 19.64, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of MARCH, 19.64, and the last insertion on the 12 day of MARCH, 19.64.

THE RECORD-OBSERVER CORPORATION

By Richard E. Hullock

Filed April 13, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed April 13, 1964

THE QUEEN ANNE'S RECORD-OBSERVER, CENTREVILLE, MARYLAND, THURSDAY, APRIL 2, 1964

TRUSTEE'S SALE OF
Valuable Fee Simple Waterfront Property
KNOWN AS CASTLE MARINA

Situate In The Fourth Election District Queen Anne's County, Maryland

**CONSISTING OF AN OPERATING MARINA AND FACILITIES,
CLUB HOUSE, RESTAURANT, COCKTAIL LOUNGE, SWIM-
MING POOL, SKEET RANGE, PRIVATE AIR STRIP, RESIDENTIAL
DEVELOPMENT LAND AND COMMERCIAL AREA.**

Whereas, by decree of the Circuit Court for Queen Anne's County, In Equity, dated the 29th day of February, 1964, in a cause pending in said Court, entitled "Rowill Title Holding Corporation vs. Union Development Company, Inc.", being Chancery No. 4607, the undersigned Trustees will sell at public auction

On The Premises

On Saturday, April 4, 1964, at 11:00 o'clock, a.m.

the following described real estate, to wit:

PARCEL NO. 1

All that tract or parcel of land, situate, lying and being in Queen Anne's County, State of Maryland, on the Chester River, and including all right, title, interest and estate of Union Development Company, Inc., in and to the Marina Basin Area, Channel, and Easements, as herein described, to wit:

BEGINNING for the first thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 28, 1961, at the edge of the Chester River at the point where the edge of said River is intersected by the twenty-second line of that parcel of land which by Deed dated September 14, 1951, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guaranteed Realty Corporation, said point being also the beginning of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. No. 55, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company, Inc., and running thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above last mentioned parcel of land north 86 degrees 23 minutes 53 seconds west 1543.76 feet to a point thereon thence running for a line of division, as now drawn, south 07 degrees 39 minutes 10 seconds west 1458.07 feet to a point on the westernmost line of Cox's Neck Road, 60 feet wide, as shown on the Plat of Section One, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 81, said point being also distant 1246.84 feet northerly from Cox's Neck Road (a County Road), thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the northern outlines of Cox's Neck Road, Tackle Circle and Anchor Lane, as shown on the aforesaid Plat the ten following courses and distances, viz: (1) south 82 degrees 20 minutes 50 seconds east 60.00 feet, (2) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 37 degrees 20 minutes 50 seconds east and a long chord distance of 35.35 feet, (3) south 82 degrees 20 minutes 50 seconds east 20.00 feet, (4) 257.91 feet in an easterly direction along the arc of a curve to the left having a radius of 554.48 feet and a long chord bearing of north 84 degrees 19 minutes 40 seconds east and a long chord distance of 255.59 feet, (5) north 71 degrees 00 minutes 10 seconds east 105.67 feet, (6) 531.87 feet in a southeasterly direction along the arc of a curve to the right having a radius of 369.39 feet and a long chord bearing of south 67 degrees 44 minutes 55 seconds east and a long chord distance of 487.10 feet, (7) south 26 degrees 30 minutes 00 seconds east 50.00 feet, (8) 39.27 feet in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet and a long chord bearing of south 71 degrees 30 minutes 00 seconds east and a long chord distance of 35.35 feet, (9) 266.16 feet in an easterly direction along the arc of a curve to the right having a radius of 500.00 feet and a long chord bearing of north 78 degrees 45 minutes 00 seconds east and a long chord distance of 263.03 feet, and (10) south 86 degrees 00 minutes 00 seconds east 630.00 feet to the end thereof, thence running for lines of division, as now drawn, the two following courses and distances, viz: (1) 607.16 feet in a northeasterly direction along the arc of a curve to the left having a radius of 386.53 feet and a long chord bearing of north 49 degrees 00 minutes 00 seconds east and a long chord distance of 546.63 feet, and south 86 degrees 00 minutes 00 seconds east 285 feet, more or less, to the edge of the Chester River and running thence with the edge of the Chester River 740 feet, more or less, to a point on the southern outline of the channel entrance leading to and from a Marina Basin, and running thence along the southern outline of the aforesaid channel entrance and along the outlines of the aforesaid Marina Basin the fourteen following courses and distances, viz: (1) south 59 degrees 00 minutes 00 seconds west 210.00 feet, (2) south 10 degrees 00 minutes 00 seconds west 255.00 feet, (3) south 59 degrees 30 minutes 00 seconds west 1245.00 feet, (4) north 35 degrees 00 minutes 00 seconds west 350.00 feet, (5) north 55 degrees 00 minutes 00 seconds east 350.00 feet, (6) north 19 degrees 50 minutes 20 seconds east 92.99 feet, (7) south 88 degrees 45 minutes 00 seconds west 688.00 feet, (8) north 01 degree 15 minutes 00 seconds west 211.00 feet, (9) north 88 degrees 45 minutes 00 seconds east 220.00 feet, (10) north 84 degrees 15 minutes 00 seconds east 475.00 feet, (11) north 88 degrees 45 minutes 00 seconds east 170.00 feet, (12) north 01 degree 15 minutes 00 seconds west 220.00 feet, (13) south 88 degrees 45 minutes 00 seconds west 120.00 feet, and (14) north 01 degree 15 minutes 00 seconds west 136.10 feet to the place of beginning. Containing 55.70 acres of land, more or less. Situate on Anchor Lane, Tackle Circle, and Cox's Neck Road (Extended), Kent Island, Queen Anne's County, Maryland.

BEING also the same parcel of land shown on the Plat of the Commercial Area, Castle Marina, by Purdum and Jeschke, registered engineers and land surveyors, dated September 21, 1961, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 63 folio 23 and in Plat Book T.S.P. No. 1 folio 85.

ALSO TOGETHER with all walks, bulkheads, docks, wharves, pilings, abutments and slips erected thereon or extending into any body of water contiguous thereto; and

ALSO TOGETHER with all right, title, interest and estate of said Union Development Company, Inc., at law or in equity, in and to the Marina Basin area and channel to the Chester River.

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; and especially the right of ingress and egress to and from the above described lands over and upon all and every the streets, roadways, lanes, and/or alleys in the subdivision known as Section 1 Castle Marina, in common with and subject to the rights of others to use the same streets, roadways, lanes and/or alleys, for ingress and egress to and from the county road known as Cox's Neck Road; and SUBJECT to publicly recorded easements.

AND IMMEDIATELY THEREAFTER

the undersigned Trustee will sell at public auction the following described lands, to wit:

PARCEL NO. 2

All that tract or parcel of land situate, lying and being in Queen Anne's County, State of Maryland, adjacent to Parcel No. 1 hereinabove described, on the Chester River and Macum Creek, and described as follows, to wit:

BEGINNING for the second thereof, according to survey by Purdum and Jeschke, Consulting Engineers and Land Surveyors, dated December 29, 1961, at the edge of Macum Creek at the point where the edge of said creek is intersected by the last line of that parcel of land which by Deed dated September 14, 1951, recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 2, at folio 597, was conveyed by Theodore C. Waters, Surviving Executor of Will of Theodore Cooke, Jr. to Guarantee Realty Corporation, said point being also the beginning of that parcel of land which by Deed dated July 15, 1960, recorded among the aforesaid Land Records in Liber T.S.P. 55, at folio 454, was conveyed by Tidewater Enterprises, Inc. to Union Development Company, Inc. and running thence with the edge of Macum Creek and with the edge of the Chester River to intersect the south-easternmost corner of the Plat of the Commercial Area, Castle Marina, said Plat being recorded among the Plat Book Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, at folio 85, thence leaving the edge of the Chester River and binding along the southern outlines of the aforesaid Plat of the Commercial Area, Castle Marina, the two following courses and distances, viz: (1) north 86 degrees 00 minutes 00 seconds west 285 feet, more or less, and (2) 607.16 feet in a southwesterly direction along the arc of a curve to right having a radius of 386.53 feet and a long chord bearing of south 49 degrees 00 minutes 00 seconds west 546.63 feet to the northeasternmost corner of the Plat of Section One, Castle Marina, said Plat being recorded among the aforesaid Plat Book Records in Liber T.S.P. 1, at folio 81, thence binding along the northern outlines of the aforesaid Plat of Section One, Castle Marina, and along the southern outlines of the aforesaid Plat of the Commercial Area,

Castle Marina, the ten following courses and distances, viz: (1) north 86 degrees 00 minutes 00 seconds west 630.00 feet, (2) 266.16 feet in a southwesterly direction along the arc of a curve to the left having a radius of 500.00 feet and a long chord bearing of south 78 degrees 45 minutes 00 seconds west and a long chord distance of 273.03 feet, (3) 39.27 feet in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet and a long chord bearing of north 71 degrees 30 minutes 00 seconds west and a long chord distance of 35.35 ft., (4) north 26 degrees 30 minutes 00 seconds west 50.00 ft., (5) 531.87 ft. in a northwestern direction along the arc of a curve to the left having a radius of 369.39 ft. and a long chord bearing of north 67 deg. 44 minutes 55 seconds west and a long chord distance of 487.10 feet (6) south 71 degrees 00 minutes 10 seconds west 105.67 feet, (7) 257.91 feet in a westerly direction along the arc of a curve to the right having a radius of 554.46 feet and a long chord bearing of south 84 degrees 19 minutes 40 seconds west and a long chord distance of 255.59 feet, (8) north 82 degrees 20 minutes 50 seconds west 20.00 feet, (9) 39.27 feet in a northwesterly direction along the arc of a curve to the right having a radius of 25.00 feet and a long chord bearing of north 37 degrees 20 minutes 50 seconds west and a long chord distance of 35.35 feet, and (10) north 82 degrees 20 minutes 50 seconds west 60.00 feet to the northwest corner of the aforesaid Plat of Section One, Castle Marina, and the southwest corner of the aforesaid Plat of the Commercial Area, Castle Marina, thence leaving the northwest corner of the aforesaid Plat of Section One, Castle Marina, and binding along the western outline of the aforesaid Plat of the Commercial Area, Castle Marina, north 07 degrees 39 minutes 10 seconds east 1458.07 feet to intersect the twenty-second line of the above first mentioned parcel of land and the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land, thence binding along part of the twenty-second line of the above first mentioned parcel of land and along part of the north 86 degrees 23 minutes 53 seconds west 2905.54 feet line of the above second mentioned parcel of land north 86 deg. 23 minutes 53 seconds west 1361.78 ft. to the easternmost edge of Cox's Creek, thence with the easternmost edge of Cox's Creek and the western outlines of the above second mentioned parcel of land the thirteen following courses and distances, viz: (1) south 03 degrees 28 minutes 31 seconds east 335.47 feet, (2) south 47 degrees 48 minutes 56 seconds west 86.37 feet, (3) south 02 degrees 07 minutes 16 seconds east 162.11 feet, (4) south 07 degrees 32 minutes 58 seconds west 334.90 feet, (5) south 35 degrees 32 minutes 16 seconds west 275.27 feet, (6) south 39 degrees 48 minutes 20 seconds west 390.51 feet, (7) south 33 degrees 41 minutes 24 seconds east 151.43 feet, (8) south 51 degrees 44 minutes 44 seconds east 264.88 feet, (9) south 08 degrees 14 minutes 08 seconds west 307.17 feet, (10) south 08 degrees 01 minute 02 seconds east 143.40 feet (11) south 10 degrees 13 minutes 20 seconds west 123.97 feet, (12) south 29 degrees 55 minutes 53 seconds west 152.12 feet, and (13) south 36 degrees 04 minutes 10 seconds west 317.03 feet to the beginning of the last line of the above second mentioned parcel of land, thence binding along said line south 85 degrees 51 minutes 32 seconds east 4268.64 feet to the place of beginning. Containing 154.20 acres of land, more or less. Situate on both sides of Cox's Neck Road (County Road) and Cox's Neck Road (Extended), Kent Island, Queen Anne's County, Maryland.

SAVING AND EXCEPTING from the land hereinabove secondly described that parcel of land which by Deed dated May 18, 1901, and recorded among the aforesaid Land Records in Liber J.E.G. No. 2, at folio 17, was conveyed by John F. Ruth and Grace R. Ruth, his wife, to the Queen Anne Railroad Company; and

AND ALSO SAVING AND EXCEPTING from the land hereinabove secondly described all those lots or parcels of land set forth and shown on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," made by Purdum and Jeschke, registered engineers and land surveyors, dated April 10, 1961, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 60 folio 573, and further recorded in Plat Book T.S.P. No. 1 folio 81, and known and designated thereon as

Lots Nos. 4, 6, 7, 13 and 15 Block A

Lots Nos. 1,4,5,6,7,8,9,13,16,17,28 and 35 Block B

Lot No. 7 Block C

of Castle Marina, Section One.

The said second parcel herein described being subject, however, to the legal operation and effect of the following mortgages, to wit:

(1) Mortgage from Tidewater Enterprises, Inc., et al, to Bessie C. Stern, dated November 18, 1958, and recorded among the aforesaid Land Records in Liber T.S.P. No. 44, folio 235.

(2) Mortgage from Union Development Company, Inc. to Tidewater Enterprises, Inc., dated July 15, 1960, and recorded among the aforesaid Land Records in Liber T.S.P. No. 55 folio 456.

Portions of the said second parcel having been released from one or both of the aforesaid mortgages, prospective purchasers are referred to the Land Records of Queen Anne's County for further and more definite information relating thereto.

The precise amounts due under the aforesaid mortgages will be announced on the day of sale.

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; and especially the right of ingress and egress to and from the above described lands over and upon all and every the streets, roadways, lanes and/or alleys in the subdivision known as Section 1 Castle Marina, in common with and subject to the rights of others to use the same streets, roadways, lanes and/or alleys, for ingress and egress to and from the county road known as Cox's Neck Road; and

SUBJECT, however, to publicly recorded easements and restrictive covenants and conditions.

THE TWO PARCELS ABOVE DESCRIBED BEING ALL, AND INTENDED TO BE ALL, of the lands described in a certain mortgage from Union Development Company, Inc., to Theodore Marks, dated the 20th day of March, 1962, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 65, folio 315, and duly assigned to Rowill Title Holding Corporation by short assignment recorded at the foot thereof, except so much thereof as has been heretofore released.

MANNER OF SALE: The Trustee reserves the right to alter the order of sale of said properties. The foregoing properties will first be offered separately, and bids reserved, then offered as an entirety, and will be sold in the manner producing the greater amount of money.

TERMS OF SALE: A cash deposit of \$12,500.00 on each parcel, if sold separately, or \$25,000.00 if sold as an entirety, will be required of the purchaser at the time and place of sale, the balance of the purchase price to be paid upon ratification of the sale by the Circuit Court for Queen Anne's County, In Equity, or within fifteen (15) days thereafter, and shall bear interest at the rate of six per cent (6%) per annum from the date of sale to the date of settlement. All taxes and other public dues and charges to be adjusted to the date of sale. Cost of Federal and State stamps, preparation and recording of deed or other conveyances, title examination, notary fees, etc., to be paid by the purchaser.

Castle Marina is located near Stevensville, Maryland, approximately one and one-half miles east of the Chesapeake Bay Bridge. From the Western Shore, follow U. S. Route No. 50-301 past the Kent Island Shopping Center, and turn left at next intersection at the Texaco Station on the Cox's Neck Road to the property.

FURTHER information concerning the above described property may be obtained by application to the undersigned Trustee. Inspection of the premises and of the improvements may be made by application to the undersigned Trustee.

WILLIAM C. ROGERS, SR., Trustee
SAM W. PATISON AND CO., Auctioneer

William C. Rogers, Sr., Solicitor
113 E. Baltimore Street
Baltimore 2, Maryland
SAratoga 7-4456

4t-4-2

10

Queen Anne's Record-Observer

Centreville, Md. APRIL 10, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY in the ~~XXXXXX~~ KNOWN AS CASTLE MARINA SATURDAY, APRIL 4, 1964

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 4 day of APRIL, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19 day of MARCH, 1964, and the last insertion on the 2 day of APRIL, 1964

THE RECORD-OBSERVER CORPORATION

By Richard E. Herbeck

Filed April 13, 1964

AFFIDAVIT OF PURCHASER FOR PARCEL No. 1
Filed April 13, 1964

Re: Parcel No. I, Castle Marina

STATE OF MARYLAND, CITY OF BALTIMORE, SCT

I HEREBY CERTIFY, that on this 4th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. A. WENNAGEL, President of Commodity Credit Co. Inc., purchaser of said property at the foreclosure sale in this case (for) \$200,000.00 and made oath in due form of law that Commodity Credit Co., Inc. is/are the purchaser (s) of said property as individually or as agent for ---- and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale
Commodity Credit Co., Inc.
Commodity Credit Co., Inc.

PURCHASER

By: L A. WENNAGEL President
L. A. Wennagel, President
PURCHASER

JOHN PAUL ROGERS
NOTARY PUBLIC
JOHN PAUL GOGERS

Notary
Public
Seal

Filed April 13, 1964

AFFIDAVIT OF PURCHASER FOR PARCEL No. 2
Filed April 13, 1964

Re: Parcel No. 2, Castle Marina

STATE OF MARYLAND, CITY OF BALTIMORE, SCT

I HEREBY CERTIFY, that on this 4th day of April 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. A. WENNAGEL, President of Commodity Credit Co., Inc., purchaser of said property at the foreclosure sale in this case (for) \$100,000.00 subject to outstanding mortgage in the approximate amount of \$37,389.61 plus interest from March 31, 1964 and made oath in due form of law that Commodity Credit Co., Inc. is the purchaser(s) of said property as individually or as agent for ----, and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale

Commodity Credit Co., Inc.

COMMODITY CREDIT CO., INC.
PURCHASER

BY L A WENNAGEL President
L. A. Wennagel, President
PURCHASER

JOHN PAUL ROGERS
NOTARY PUBLIC
JOHN PAUL ROGERS

Notary
Public
Seal

Filed April 13, 1964

ORDER NISI ON SALE
Filed April 13, 1964

ORDER NISI ON SALE

Rowill Title Holding Corporation,)
a body corporate, Assignee)

vs.)

Union Development Company, Inc.,)
a body corporate)

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4607

ORDERED, this 13th. day of April, 1964, that the sale of the real property, made and reported in this cause by William C. Rogers, Sr., Trustee, be ratified and confirmed, on or after the 14th. day of May, 1964, 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 May, 1964.

The report states the amount of sales to be \$300,000.00.

CHARLES W. CECIL Clerk

Filed April 13, 1964

280
AMENDED STATEMENT OF ACCOUNT OF
STATE OF MARYLAND
Filed April 16, 1964

Maryland
Seal

STATE OF MARYLAND
COMPTROLLER OF THE TREASURY
301 West Preston Street
Baltimore 1, Maryland

April 15, 1964

Mr. Charles W. Cecil,
Circuit Court of Queen
Anne's County
Court House-Centreville, Md.

RE: Rowill Title Holding Corp.,
vs
Union Development Co., Inc.,
IN EQUITY- Chancery #4607

Dear Sir:

We are enclosing our Amended Foreclosure Proceedings' Claim against the captioned in the amount of \$585.02.

Will you please enter this claim with the proceedings so that the State of Maryland will participate in the distribution of the assets. We understand the State has a preferred claim since this represents sales taxes.

Very truly yours,

BERNARD F. MOAN
Bernard F. Moan

BFM:Y
Enc.

STATE OF MARYLAND,

SCT.

BE IT REMEMBERED, and I hereby certify, that on this 15th day of April, A.D. 1964, before me, the subscriber, a Notary Public duly appointed commissioned and qualified in and for the City of Baltimore, State of Maryland aforesaid, and having authority by law to administer oaths therein, personally appeared Bernard F. Moan and made oath in due form of law that he is an officer, holding the position of Attorney-Retail Sales Tax Div., of the Office of the Comptroller, State of Maryland and that there is fully due and owing to said St. of Md. upon the annexed account of Castle Marina, Inc. (Union Development Co. Inc) the sum of Five Hundred Eighty Five dollars and Two cents; together with interest from May 31, 1964 until paid, over and above all discounts; and further that the annexed account is correctly made out, and that said claim is just and true as stated and is unpaid; and that the said St. of Md. keeps regular books of accounts, that the keeping of such books is in the charge or under the supervision of the affiant, and that the entries in such books made in the regular course of business show that the defendant is indebted therefor to the said St. of Md. in the amount above stated; and further that he, the said affiant, believes the taxes charged in annexed account were bona fide charged, and that he hath not, nor hath the said St. of Md. received any payment or satisfaction for the taxes charged, more than credit is duly given for in and appearing upon said account, nor hath he or the said corporation received any security for the same, and that the balance charged and claimed is justly due; and said affiant further made oath that said defendant is not in the military service as defined by the Soldiers and Sailors Relief Act of 1940; and further, that he is the duly authorized agent of said St. of Md. to make this affidavit, and that he hath personal knowledge of the matters herein contained.

BERNARD F. MOAN
Bernard F. Moan, Attorney

AND I DO FURTHER CERTIFY, that at the same time and place, before me, the subscriber, a Notary Public as aforesaid, personally appeared also Frank T. Blatter, Chief Accountant of the said St. of Md. and made oath in due form of law that the taxes charged in the annexed account, were charged by the said St. of Md. to the said Castle Marina, Inc. (Union Development Co. Inc.) and that the said Castle Marina, Inc./assumed to pay for the same at the prices therein chargeed.
(Union Development Co. Inc)

FRANK T. BLATTER
Frank T. Blatter, Chief
Accountant

*Except for claim filed in the Circuit Court of Baltimore County-Ex Pare in the matter Union Development Co. Inc., Mayers Construction Co. Inc., Castle Marina, Inc. & Tamar Land Co. Inc.

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this day and year above written.

MADELINE M. YOUNGHEIN
Notary Public

Filed April 16, 1964

4-9-64

STATEMENT OF ACCOUNT

The following constitutes a true and perfect computation of sales tax and/or use tax and interest due and owing by Castle Marina, Inc., (Union Development Co. Inc.) to the State of Maryland:

COMPUTATION OF SALES TAX:

Period Covered: August 1, 1963 thru September 30, 1963 \$585.02

Tax due \$365.99
Interest 19.03
Bad check rec'd. 200.00
Total amount due \$585.02

BERNARD F. MOAN
Bernard F. Moan, Attorney

Filed April 16, 1964

CERTIFICATE OF PUBLICATION OF
NISI ON SALE
Filed May 6, 1964

ORDER NISI ON SALE

Rowill Title Holding Corporation
a body corporate, Assignee
VS.

Union Development Company, Inc.
a body corporate

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

Cause No. 4607

ORDERED, this 13th day of April, 1964, that the sale of the real
property, made and reported in this cause by William C. Robers, Sr., Trustee, be
ratified and confirmed, on or after the 14th day of May 1964, 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 7th day of May, 1964.

The report states the amount of sales to be \$300,000.00.

CHARLES W. CECIL, Clerk

Filed: April 13, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 4, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order
Nisi On Sale in the case of Rowill Title Holding Corporation vs. Union Development
Company, Inc., Cause No. 4607 a true copy of which is annexed hereto, was published
in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Cen-
treville, in Queen Anne's County, Maryland, once a week for three successive weeks
before the 7th day of May, 1964, and that the first insertion of said advertisement in
said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of April 1964, and the last in-
sertion on the 30th day of April, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed May 6, 1964

FINAL ORDER OF RATIFICATION OF SALE
Filed May 20, 1964

ROWILL TITLE HOLDING
CORPORATION, a body
corporate, Assignee

vs.

UNION DEVELOPMENT COMPANY, INC.
a body corporate

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 4607

* * * * *

Ordered this 20th day of May, 1964, by the Circuit Court for

Queen Anne's County, in Equity, that the Report of Sale of the Trustee in the above entitled matter dated April 1964, is finally ratified and confirmed, no exceptions having been filed, although due notice of the order nisi appears to have been given; the Trustee to 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 20, 1964

ACCOUNT OF AUDITOR
Filed June 3, 1964

ROWILL TITLE HOLDING CORPORATION,
a body corporate, Assignee

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

UNION DEVELOPMENT COMPANY, INC.
a body corporate

IN EQUITY

No. 4607

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 C. Rogers, Trustee, (and vendor) who was duly appointed such Trustee by Decree of this Court of February 29, 1964, 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 \$224,633.77.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, the several costs of publishing notice of sale, the costs of publishing the order nisi of sale, the charges for preparing drawings of the real estate sold in this cause, the total charges for 1963 taxes and for three months and five days of 1964 taxes, the maximum allowed under the Local Rules for The Second Judicial Circuit of Maryland the rule being set forth in the account, and the same being \$800.00 less than the amount claimed by the auctioneer as his fee for his services for crying the sale of the real estate sold in this cause, there being no order of court authorizing a larger fee for said auctioneer, the Trustee's fee for his services and his commissions for making said sale, and the fee of your auditor for stating this account, and the balance has been directed to be paid to the mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted

J THOMAS CLARK
Auditor

May 25, 1964
Filed June 3, 1964

Cause No. 4607

The proceeds of the sale of real estate reported in this cause, in account with William C. Rogers, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1964
Apr. 4 By proceeds of the sale of land, per report of vendor, to wit:--\$300,000.00

Dr.

To William C. Rogers, Trustee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$ 25.00	
2-His commissions for making sales, to wit:-----	15,150.00	\$14,175.00
To do., for an amount paid Charles W. Cecil, Clerk, for court costs in this cause, per receipt exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk-----	\$ 46.60	
2-Appearance fee of William C. Rogers, Attorney -----	10.00	56.60
To do., for an amount paid Fidelity and Deposit Company of Maryland, Surety, on the corporate surety bond filed in this cause, per receipt exhibited, to wit:		2,000.00

To do., for an amount paid Purdum and Jeschke, Engineers, for preparing drawings of real estate sold in this proceedings, per receipt for same exhibited, to wit: 315.00

To do., for an amount paid Moses Advertising Service for advertising sale as set forth in its receipt exhibited, to wit:

1-Wall Street Journal-----	\$ 1,348.80	
2-Washington Post-----	697.60	
3-Washington Star-----	528.00	
4-Wilmington News-Journal-----	146.52	2,720.92

To do., for an amount paid Sam W. Pattison & Co., for advertising sale as set forth in its receipt exhibited, to wit:

1-Baltimore Sun-----	\$ 187.60	
2-Baltimore News Post-----	82.00	
3-Samuel E. Hoover Signs-----	255.00	524.60

To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:

1-Costs for publishing advertisement or sale -----	\$ 500.00	
2-Costs for 500 handbills of sale-----	18.80	
3-Costs for publishing order nisi of sale -----	14.00	532.80

To do., for an amount allowed and paid Sam W. Pattison & Co., Auctioneers, for crying said sale, in accordance with Rule 1300 (b), Local Rules for The Second Judicial Circuit of Maryland, per receipt showing payment, to wit: 200.00

To do., for amounts due Royden N. Powell, Jr., Treasurer of Queen Anne's County and Collector of Taxes, for taxes due and unpaid pertaining to the real estate, etc. sold in this cause, per statements exhibited, to wit:

1-1963 Taxes-----	\$ 1,906.07	
2-1963 State of Maryland Corporation taxes-----	627.44	
3-Trustee's share of 1964 State of Maryland Corporation Taxes for 3 months and 5 days on 6 months tax bill in sum of \$297.33---	156.85	
4-Trustee's share of 1964 taxes on real estate for 3 months and 5 days on 6 months tax bill in sum of \$884.65-----	466.90	
5-Trustee's share of 1964 Taxes on real estate for 3 months and 5 days on 6 months tax bill in sum of \$159.31-----	84.09	3,241.35

To J. Thomas Clark, auditor, for stating this audit, the sum of 180.00

To Towill Title Holding Corporation as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of \$499,687.50, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of 275,053.73

\$300,000.00 \$300,000.00

May 25, 1964

J. THOMAS CLARK
Auditor

Filed June 3, 1964

NISI RATIFICATION OF AUDIT

Rowill Title Holding Corporation
a body corporate, Assignee

In the Circuit Court
for Queen Anne's County

Vs.

In Equity

Union Development Company Inc.
a body corporate

Cause No. 4607

ORDERED, this 3rd, day of June, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th. day of June, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 3, 1964

CERTIFICATE OF NOTICES MAILED
Filed June 3, 1964

ROWILL TITLE HOLDING CORPORATION, a body corporate, Assignee

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

UNION DEVELOPMENT COMPANY, INC.
a body corporate

No. 4607

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 28, 1964, 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:

Rowill Title Holding Company
113 E. Baltimore St.
Baltimore 2, Maryland

Union Development Company, Inc.
c/o Burke, Gerger & Wilen
326 St. Paul Place
Baltimore, Maryland
ATTN: Irving Cohn, Esquire

William C. Rogers, Trustee
The Rogers Building
113 East Baltimore Street
Baltimore, Maryland 21202

Comptroller of the Treasury
301 West Preston Street
Baltimore 1, Maryland
ATTN: Bernard F. Moan

PURSUAND to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on June 3, 1964, 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 June 3, 1964

FINAL RATIFICATION OF AUDIT
Filed June 26, 1964

ROWILL TITLE HOLDING CORPORATION,
a body corporate, Assignee

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

UNION DEVELOPMENT COMPANY, INC.
A Body Corporate

No. 4607

FINAL RATIFICATION OF AUDIT

ORDERED, this 26th. day of June, 1964, 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 C. Rogers, Trustee, 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, Maryland

Filed June 26, 1964

PETITION FOR DECREE IN PERSONAM
Filed Sept. 15, 1964

ROWILL TITLE HOLDING CORPORATION
a body corporate, Assignee

vs.

UNION DEVELOPMENT COMPANY, INC.,
a body corporate

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*

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IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

NO. 4607

**

*

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The motion of Rowill Title Holding Corporation, Assignee, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of Two Hundred Twenty-four Thousand Six Hundred Thirty-three Dollars and Seventy-seven cents (\$224,633.77), as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 26th day of June, 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of the Maryland Rules of Procedure, (Rule W75b) your petitioner is entitled to a decree in personam for the said sum of \$224,633.77 against the said Union Development Company, Inc., being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this cause for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of \$224,633.77 against the said Union Development Company, Inc. upon due notice being given by summons or otherwise as the Court may direct to the said Union Development Company, Inc.

AND AS IN DUTY BOUND &c.

WILLIAM C. ROGERS
WILLIAM C. ROGERS
Attorney for Mortgagee
113 E. Baltimore St.
Baltimore, Md. 21202
Sa. 7-4456

Filed Spet. 15, 1964

SHOW CAUSE ORDER
Filed Sept. 21, 1964

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court for Queen Anne's County this 15th day of September, 1964, that the Clerk of this Court be and he is directed to issue the writ of subpoena directed to the said Union Development Company, Inc. commanding it to be and appear in this Court on the first Monday of October, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

THOS J KEATING JR.
JUDGE

Filed Sept 21, 1964

SUMMONS
Filed Sept. 28, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October _____ Return Day
File No. 4607
Docket T.S.P. #2, fol. 356

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

TO: Union Development Company Inc., a body corporate,

To be served on Mark M. Mayers, President, and Resident Agent of Union Development Company, at 2028 Maryland Avenue, Baltimore, Md. 21218.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of October, next, to answer an action at the suit of Rowill Title Holding Corporation, a body corporate, Assignee

Issued the 21st. day of September, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: William C. Rogers
113 E. Baltimore St.
ADDRESS: Baltimore, Md. 21202

CHARLES W. CECIL
Clerk
(Seal Of Court)
Circuit
Court
Seal

NOTICE TO THE PERSONS(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE
October 20, 1964, THE PLAINTIFF MAY OBTAIN A DECREE IN PERSONAM AGAINST YOU.

Filed Sept. 28, 1964

And on the back of the foregoing is the following endorsement.

Summoned Union Development Company Incorporated, a corporation by
service of Mark M. Mayers, President, and a copy of the Process with a copy of the
Petition and Order of Court left with said President on the 24th day of September
1964 in the presence of Louis Bessowitz; also notice of said Summons left at the
Principal office of said Corporation

Frank J. Pez.
Sheriff

Fees \$6.00

ORDER OF COURT
Filed Oct. 23, 1964

Union Development Company, Inc. the mortgagor in the above en-
titled cause having been duly summoned to appear in accordance with the Order of this
Court passed on the 15th day of September, 1964, as appears from the return of the
Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the
terms of the said order, it is this 23rd day of October, 1964, by the Circuit
Court for Queen Anne's County adjudged and ordered, that the decree of this Court be
and it is hereby entered in favor of Rowill Title Holding Corporation the plaintiff
herein for the sum of Two Hundred-four Thousand Six Hundred Thirty-three Dollars and
Seventy-seven Cents (\$224,633.77) against the said Union Development Company, Inc.
with interest until paid from the date of final ratification of the Auditor's
account herein, and all costs of suit accruing since ratification of said account

THOS J JEATING JR
JUDGE

Filed Oct. 23, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-Eighth day of October in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was filed for record, to wit:

DOROTHY P. STARKEY,	*	IN THE
CAROL J. STARKEY, her husband	*	
Millington, Maryland	*	
CATHERINE P. ALEXANDER,	*	
DAVID I. ALEXANDER, her husband	*	CIRCUIT COURT
Milford, Delaware	*	
JANICE F. TEAT, Divorced	*	
Millington, Maryland	*	
JEAN G. HUSFELT,	*	FOR
ROBERT L. HUSFELT, her husband	*	
Sudlersville, Maryland	*	
JOANN T. STARKEY,	*	
JAMES J. STARKEY, her husband	*	QUEEN ANNE'S COUNTY
Sudlersville, Maryland	*	
CHARLES G. THORPE,	*	
ANN MURPHY THORPE, his wife,	*	
Sudlersville, Maryland	*	
CHARLOTTE M. SCHMITT, Divorced	*	MARYLAND
Clifton Heights, Pennsylvania	*	
Complainants	*	
VS.	*	
NANCY C. THORPE, Infant	*	IN EQUITY NO. <u>4590</u>
Millington, Maryland	*	
Respondent	*	

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Wavia P. Thorpe departed this life on or about the 30th day of April, 1960, seized and possessed of a lot or parcel of land, with the improvements thereon, more particularly described as follows, to wit:

All those lots or parcels of ground situate, lying and being, in the Seventh Election District of Queen Anne's County, Maryland, and more particularly described as follows:

Parcel No. 1 -Beginning on the west side of the main street or road of Sandtown in the line of the lands herein conveyed and the line of lands of James E. Higman and running westward with the lands of the said Higman about 165 feet, then southward with the Higman lands about 55 feet to the lands of the heirs of B. T. Biggs, then with the said Biggs lands eastward about 165 feet to the main street or road aforesaid, then with the said road about 55 feet northward to the beginning.

Parcel No. 2 - All that lot, piece or parcel of land and premises, situated in Sandtown (Millington) Queen Anne's County, State of Maryland, on the west side of the Main Street or road, leading through Sandtown, beginning in the building line of the west side of said street or road, in the line of the lands of J. E. Higman, and running with his lands north forty-one degrees, forty minutes west eleven and forty-hundredths rods to the lands of James E. Higman thence north forty-nine degrees thirty-fiveminutes east, five and four tenths rods, thence south forty-two degrees and forty minutes east, eleven and eighty-four hundredths rods to the aforesaid street or road, thence south fifty-four degrees, west five and six thenths rods to the place of beginning containing sixty-three and five eithts square rods of land, be the same more or less.

Parcel No. 3 - AND ALSO all that tract of land in Queen Anne's County on Chester River on the west side of the public road leading from Millington to Sudlersville.

BEGINNING about twenty feet from the bridge or shore of the river at the thorn hedge between this lot and the lands sold by said J. Wesley Jarman to Thomas R. Quimby and running thence by and with said public road about two hundred yards to the lands of John Waters, thence southwardly with the lands of said Waters to the line of John Hammond's land, thence with Hammond's land to the land of Benjamin T. Biggs, thence with the land of the said biggs to Chester River, thence northwardly with the waters of the river to the line of the lot sold by Thomas R. Quimby, and thence with the lines of the Quimby lot to the beginning.

SAVING AND EXCEPTING therefrom the following:

All that parcel of land beginning at the Queen Anne end of the Chester River Bridge at center of a marker placed by the United States Coast and Geodatic Survey in 1940 and running in a southwest direction a distance of 164 feet 9

inches to a point representing a lot reserved by the grantors, beginning at this point and running in a northwest direction 52 feet 3 inches, thence in a southwest direction 60 feet 3 1/2 inches, thence in a southeasterly direction 52 feet 3 inches and thence in a northeasterly direction 60 feet 3 1/2 inches to the place of beginning of the reserved lot, which place of beginning is 58 inches to the westerly side of the cement road leading from Millington into Sudlersville containing 3148.32375 square feet of land, more or less. The lot reserved being a part of lots No. 2 and/or 3 or a part of both. "A certified copy of said Deed is filed herewith as Exhibit No. 1."

Being the same property conveyed to Charles Thorpe and Wavia Thorpe, his wife, by John W. Higman and Nettie M. Higman, his wife, Henry L. Higman and Helen B. Higman, his wife, by Deed dated November 8, 1944, and recorded among the Land Records for Queen Anne's County, Maryland in Liber A.S.G. Jr., No. 10, Folio 259, etc.

The said Charles Thorpe departed this life on or about the 5th day of October, 1954, thus vesting the entire fee simple title in Wavia P. Thorpe, the surviving spouse.

Parcel No. 4 - All that tract or parcel of land, situated in the Seventh Election District of Queen Anne's County, State of Maryland, lying on the west side of the Public Road Passing through Sandtown Bounded by Chester River and lands of E. W. Spear and John Biggs, better described in Deed from J. Wesley Jarman and Elizabeth Jarman to T. R. Quimby and recorded at Centreville, Maryland, in Liber S.C.D., No. 9, Folio 565, a Land Record Book for Queen Anne's County. "A certified copy of said Deed is filed herewith as Exhibit No. 2".

Being the same property which was conveyed to Charles G. Thorpe and Wavia R. Thorpe, his wife, by Elizabeth B. Smith, and Henry E. Smith, her husband, by Deed, dated May 12, 1948, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 19, Folio 498, etc.

2. The said Wavia P. Thorpe left surviving her all the same heirs at law, her children, who are named as the parties to this suit, and who have inter-married as set forth in the title hereto.

3. That the said Nancy C. Thorpe, age 18, is an infant, and resides at Millington, Maryland.

4. That those lots or parcels of land here and before described cannot be divided without material loss or injury to parties owning the same, and your Complainants are advised they are entitled to have said real estate sold under a Decree of this Court and a division of the monies 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.

5. That said Complainants have entered into a contract for the sale of said land with Robert F. Irwin, dated the 20th day of May, 1963, at and for a purchase price of \$3500.00 less a 6 per cent real estate broker's commission to Linwood C. Yates and Co. for bringing about said sale, said contract including the interest of said infant 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 "Complainants' Exhibit No. 3," and pray it be made a part hereof.

6. That

(1) The Contract of Sale, aforesaid, provides, among other things as follows:

"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 Vendee the hereinabove described property, including all the undivided right, title, interest and estate of Nancy C. Thorpe, infant child of Wavia P. Thorpe, 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 by said Court in the premises. Said proceedings shall be prepared, instituted and handled by an attorney named by the Vendee, and all costs pertaining thereto, including court costs, publication costs and all commissions and fees of any nature due to the Vendee's attorney or to any trustee appointed by the Court to convey said lands shall be paid by the Vendee. The Vendors do agree to cooperate with the Vendee in all matters relating to said proceedings and to assist the Vendee in the same to insure prompt completion thereof."

7. That the Ratification of said Contract of Sale would be to the interest and advantage of said infant, with the proceeds thereof to which said infant may be entitled, to be invested in some productive fund for the benefit of said infant.

TO THE END THEREFORE:

(a) That the lots or premises, with the improvements thereon, as herein above 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 interests therein under the direction of this Court.

(b) That the Contract of Sale herein before mentioned be confirmed and ratified by this Honorable Court.

(c) That a Trustee be appointed by this Honorable Court to convey said lands unto Robert F. Irwin, vendee, his 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.

And, as in duty bound, etc.

WM. PARSONS FENNELL
 Wm. Parsons Fennell
 Solicitor for Complainants
 300 Park Row
 Chestertown, Maryland
 Phone: 778-3520

DOROTHY P. STARKEY
 Dorothy P. Starkey

CARL STARKEY
 Carl J. Starkey

CATHERINE P. ALEXANDER
 Catherine P. Alexander

DAVID I. ALEXANDER SR
 David I. Alexander

JANICE F. TEAT
 Janice F. Teat

JEAN G HUSFELT
 Jean G. Husfelt

ROBERT L. HUSFELT
 Robert L. Husfelt

JOANNT. STARKEY
 Joann T. Starkey

JAMES J. STARKEY
 James J. Starkey

CHARLES G THORPE
 Charles G. Thorpe

ANN MURPHY THORPE
 Ann Murphy Thorpe

CHARLOTTE M. SCHMITT
 Charlotte M. Schmitt

Filed Oct. 28, 1963

EXHIBIT NO. 1
 Filed Oct. 28, 1963

1-One Dollar; 1-10 Cent Fed. Tax Stamps
 1-One Dollar Recordation Tax Stamp
 Endorsed C T 11/15/44

THIS DEED, Made this 8th day of November in the year one thousand nine hundred and forty-four by and between John W. Higman and Nettie M. Higman, his wife, Henry L. Higman and Helen B. Higman, his wife, of Kent County and State of Maryland, of the one part and Charles Thorpe and Wavia Thorpe, his wife, of said County and State of Maryland, of the other part.

WITNESSETH, that in consideration of the sum of One thousand (\$1000.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do grant and convey unto the said Charles Thorpe and Wavia Thorpe, his wife, as tenants by the entireties, their heirs and assigns in fee simple, all those tracts or parcels of land situate, lying and being in Seventh Election District of Queen Anne's County aforesaid and described as follows, that is to say,

Parcel No. 1 - BEGINNING on the west side of the main street or road of Sandtown in the line of the lands herein conveyed and the line of lands of James E. Higman and running westward with the lands of the said Higman about 165 feet, then southward with the said Higman lands about 55 feet to the lands of the heirs of B. T. Biggs, then with the said Biggs lands eastward about 165 feet to the main street or road aforesaid, then with the said road about 55 feet northward to the beginning.

Parcel No. 2 - All that lot, piece or parcel of land and premises, situated in Sandtown (Millington) Queen Anne's County, State of Maryland, on the west side of the Main Street or road, leading through Sandtown, beginning in the building line of the west side of said street or road, in the line of the lands of J. E. Higman, and running with his lands north forty-one degrees, forty minutes west eleven and forty-hundredths rods to the lands of James E. Higman, thence north forty-nine degrees thirty-five minutes east, five and four tenths rods, thence south forty-two degrees and forty minutes east, eleven and eighty-four hundredths rods to the aforesaid street or road, thence south fifty-four degrees, west five and six tenths rods to the place of beginning, containing sixty-three and five eighths square rods of land, be the same more or less.

Parcel No. 3 - AND ALSO all that tract of land in Queen Anne's County on Chester River on the west side of the public road leading from Millington to Sudlersville.

BEGINNING about twenty feet from the bridge or shore of the river at the thorn hedge between this lot and the lands sold by said J. Wesley Jarman to Thomas R. Quimby and running thence by and with said public road about two hundred

yards to the lands of John Waters, thence southwardly with the lands of said Waters to the line of John Hammond's land, thence with Hammond's land to the land of Benjamin T. Biggs, thence with the land of the said Biggs to Chester Riber, thence northwardly with the waters of the river to the line of the lot sold by Thomas R. Quimby, and thence with the lines of the Quimby lot to the beginning.

BEING A PART of the property conveyed to the grantors by Catherine H. Higman, widow, by deed dated June 9th. 1942, and recorded in Liber A.S.G.Jr. No. 6, folio 277, a Land Record Book for Queen Anne's County, Maryland

The Estate of James E. Higman was administered on in Kent County and closed, and all tax on real and personal property in Kent and Queen Anne's Counties was paid. He being the husband of the said Catherine H. Higman.

The grantors are reserving unto themselves the following:

All that parcel of land beginning at the Queen Anne end of the Chester River Bridge at center of a marker placed by the United States Coast and Geodetic Survey in 1940 and running in a southwest direction a distance of 164 feet 9 inches to a point representing a lot reserved by the grantors, beginning at this point and running in a northwest direction 52 feet 3 inches, thence in a southwest direction 60 feet 3½ inches, thence in a southeasterly direction 52 feet 3 inches and thence in a northeasterly direction 60 feet 3½ inches to the place of beginning of the reserved lot, which place of beginning is 58 inches to the westerly side of the cement road leading from Millington into Sudlersville, containing 3148.32375 square feet of land, more or less. The lot reserved being a part of lots No. 2 and/or 3 or a part of both.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the right, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the lots or parcel of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto, belonging or appertaining unto and to the proper use and benefit of the said Charles Thorpe and Wavia Thorpe, his wife, as tenants by the entirities, their heirs and assigns, in fee simple And the said grantors covenant 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:

C. M. MELVIN JR

JOHN W. HIGMAN (SEAL)
John W. Higman

NETTIE M. HIGMAN (SEAL)
Nettie M. Higman

HENRY L. HIGMAN (SEAL)
Henry L. Higman

HELEN B. HIGMAN (SEAL)
Helen B. Higman

EXAMINERS EXH. No. 1

Filed June 17, 1964

STATE OF MARYLAND, KENT COUNTY to wit:

I HEREBY CERTIFY, that on this 8th day of November in the year one thousand nine hundred and forty-four before me, the subscriber a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared John W. Higman Nettie M. Higman, his wife, Henry L. Higman and Helen B. Higman, his wife, and they acknowledged the foregoing Deed to be their act,

As witness my hand and notarial seal.

Notary
Public
Seal

C. M. MELVIN JR
Notary Public.

My Commission expires May 7, 1945

EXHIBIT NO. 2
Filed Oct. 28, 1963

THIS DEED, Made this 12th day of May, in the year one thousand nine hundred and forty eight by and between Elizabeth B. Smith, and Henry C. Smith, her husband, of Kent County, and State of Maryland, of the one part; and Charles G. Thorpe and Wavia R. Thorpe, his wife, of Queen Anne's County, and State of Maryland, of the other part.

2-Twenty-five Cent; 1-Five Cent Fed. Stamps
1-Fifty-five Recordation Tax Stamp
Endorsed C G T 5-15-48

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt in full whereof is hereby acknowledged, the said Elizabeth B. Smith and Henry C. Smith, her husband, do grant and convey unto the said Charles G. Thorpe and Wavia R. Thorpe, his wife, as tenants by the entirities, and to the survivor of them, and the survivor's heirs and assigns in fee simple all that tract or parcel of land, situated in the Seventh Election District of Queen Anne's

County, State of Maryland, lying on the Queen Anne County aforesaid west side of the Public Road passing through Sandtown bounded by Chester River and lands of E. W. Spear and John Biggs, better described in deed from J. Wesley Jarman and Elizabeth Jarman to T. R. Quimby and recorded at Centreville, Maryland, in Liber S.C.D. No. 9, Folio 565, a Land Record Book for Queen Anne's County.

IT BEING the same property which was conveyed to Elizabeth B. Smith (formerly Elizabeth S. Bottomley), by Frank S. Bottomley, by deed dated the 14th day of September, 1933, and recorded among the Land Records for Queen Anne's County aforesaid in Liber B.H.T. No. 16, Folio 434, etc.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid piece or parcel of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto, belonging or appertaining unto and to the proper use and benefit of the said Charles G. Thorpe and Wavia R. Thorpe, his wife, as tenants by the entireties, and to the survivor of them, and the survivor's heirs and assigns, in fee simple, And the said Elizabeth B. Smith and Henry C. Smith, covenant that they will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of the said grantors;

TEST:

C. M. MELVIN JR

Notary
Public
Seal

EXAMINERS EXH. No. 2

Filed June 17, 1964

STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY, that on this 12th day of May, in the year one thousand nine hundred and forty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for aforesaid, personally appeared Elizabeth B. Smith and Henry C. Smith her husband, and they each acknowledged the foregoing Deed to be their act,

As witness my hand and notarial seal.

C. M. MELVIN, JR
Notary Public.

My Commission expires 5/2/49

EXHIBIT NO. 3
Filed Oct. 28, 1963

THIS CONTRACT OF SALE, made this 20th day of May, 1963, by and between DOROTHY P. STARKEY and CARL STARKEY, her husband, CATHERINE P. ALEXANDER and DAVID I. ALEXANDER, SR., her husband, JANICE F. TEAT, divorced, all of Kent County, State of Maryland, and AJEAN G. HUSFELT and LEWIS ROBERT HUSFELT, her husband, JOANN T. STARKEY and JAMES H. STARKEY; her husband; and CHARLES G. THORPE, unmarried, all of Queen Anne's County, State of Maryland, and CHARLOTTE M. SCHMITT, divorced, of the County of Delaware, State of Pennsylvania, parties of the first part, hereinafter referred to as Vendors; and ROBERT F. IRWIN of Kent County, State of Maryland, hereinafter referred to as Vendee.

WHEREAS, the said Wavia P. Thorpe departed this life on or about the 30th day of April, 1960, seized and possessed of the hereinafter described property survived by Dorothy P. Starkey (formerly known as Dorothy P. Alexander), Charles P. Alexander, Janice F. Teat, Nancy C. Thorpe, Jean G. Husfelt, Joann T. Starkey, Charles G. Thorpe and Charlotte M. Schmitt, as her only children and heirs at law; and

WHEREAS, all of the said heirs of Wavia P. Thorpe are adults except Nancy C. Thorpe who is still an infant; and

WHEREAS, it would be to the interest and advantage of all persons having an interest in the real estate hereinafter mentioned, including the interest and advantage of said Nancy C. Thorpe, infant, to sell and dispose of the property; and

WHEREAS, the said Dorothy P. Starkey, Catherine P. Alexander, Janice F. Teat, Jean G. Husfelt, Joann T. Starkey, Charles G. Thorpe and Charlotte M. Schmitt desire to sell and dispose of their undivided right, title, interest and estate in and to the following described property, to wit:

ALL that tract, parts of a tract, or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in the village known as Sandtown, description thereof being more fully set out in the hereinafter mentioned deeds, which were incorporated herein as a part hereof for a more particular description of said lands, and which deeds are as follows:

(1) From John W. Higman, et. al., to Charles Thorpe and Wavia Thorpe, dated the 8th day of November, 1944, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 10 folio 259.

(2) From Elizabeth B. Smith, et. ux., to Charles G. Thorpe and Wavia R. Thorpe, dated the 12th day of May, 1948, recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 19 folio 498.

The said Charles Thorpe, husband of Wavia P. Thorpe, predeceased his said wife, vesting fee simple title to the above mentioned lands in the survivor of them.

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 Vendee, and the Vendee does 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 Vendee the hereinabove described property, including all the undivided right, title, interest and estate of Nancy C. Thorpe, infant child of Wavia P. Thorpe, 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 by said Court in the premises. Said proceedings shall be prepared, instituted and handled by an attorney named by the Vendee, and all costs pertaining thereto, including court costs, publication costs and all commissions and fees of any nature due to the Vendee's attorney or to any trustee appointed by the Court to convey said lands shall be paid by the Vendee. The Vendor's do agree to cooperate with the Vendee in all matters relating to said proceedings and to assist the Vendee in the same to insure prompt completion thereof.

2. The title and interest of said Vendors and said infant in the premises is to be conveyed unto the Vendee by a good and sufficient deed in form usual and customary conveying the 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 Vendee does agree to pay the sum of Three Thousand Five Hundred Dollars (\$3,500.00) of which the sum of Three Hundred Fifty Dollars (\$350.00) has been paid upon the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of Three Thousand One Hundred Fifty Dollars (\$3,150.00) 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 Vendee by Linwood C. Yates, real estate broker. In the event of default by the Vendors herein, said deposit shall be returned by the escrow agent unto the Vendee, 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 Vendee, said money shall be turned over to the Vendors by said escrow agent 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 Vendee for compliance with this Contract of Sale. Upon settlement hereunder, as provided, said escrow agent 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 Vendee, and all costs of the equity proceedings shall be paid by the Vendee.

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 the Vendee's attorney, and Vendee does 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 Vendee.

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 Vendee's and the Vendee as his interest may appear; and with the privilege extended to the Vendee to place whatever additional insurance he may desire on the property at his own expense.

7. Said Vendee shall have the right to assign this contract of sale prior to final settlement without the consent of the Vendors, and in the event of such assignment, said Vendors shall, at final settlement, convey the herein described lands unto the assignee of said Vendee.

8. It is hereby understood and agreed that this sale was consummated by Linwood C. Yates and Company, licensed real estate brokers, and that a 6% real estate commission due will be paid by Vendors unto said broker.

9. 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 Lawyers Row, Centreville, Maryland, or at such other time and place as may be mutually agreed upon, and the Vendee shall receive full possession of the premises after final settlement hereunder.

This Contract of Sale, executed in duplicate originals, shall 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:

RICHARD M. PHIDE

DOROTHY P. STARKEY (SEAL)
Dorothy P. Starkey

RICHARD M. PHIDE

CARL STARKEY (SEAL)
Carl Starkey

FLORENCE ALEXANDER

CATHERINE P. ALEXANDER (SEAL)
Catherine P. Alexander

FLORENCE ALEXANDER

DAVID I. ALEXANDER SR. (SEAL)
David I. Alexander, Sr.

LEE C BRAMBLE

JANICE F. TEAT (SEAL)
Janice F. Teat

GRACIE SMITH

JEAN G. HUSFELT (SEAL)
Jean G. Husfelt

GRACIE SMITH

LEWIS ROBERT HUSFELT (SEAL)
Lewis Robert Husvelt

GRACIE SMITH

JOHNN T. STARKEY (SEAL)
Joann T. Starkey

JUDY A ALEXANDER

JAMES H. STARKEY (SEAL)
James H. Starkey

JUDY A. ALEXANDER

CHARLES G. THORPE (SEAL)
Charles G. Thorpe

RICHARD M. PHIDE

CHARLOTTE M. SCHMITT (SEAL)
Charlotte M. Schmitt
Vendors

W CLAUDE SHIVERY

ROBERT F. IRWIN (SEAL)
Robert F. Irwin
Vendee

Filed June 17, 1964

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
Filed Oct. 28, 1963

DOROTHY P. STARKEY, et al *
Millington, Maryland

IN THE

CIRCUIT COURT

Complainants *

FOR

vs.

QUEEN ANNE'S COUNTY, MARYLAND

NANCY C. THORPE, Infant *
Millington, Maryland

IN EQUITY NO. 4590

Respondent *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Petition of Dorothy P. Starkey and Carl J. Starkey, her husband; Catherine P. Alexander and David I. Alexander, her husband; Janice F. Teat, divorced; Jean G. Husfelt and Robert L. Husfelt, her husband; Joann T. Starkey and James J. Starkey, her husband; Charles G. Thorpe and Ann Murphy Thorpe, his wife; and Charlotte M. Schmitt, divorced, Complainants in the above entitled cause, by Wm. Parsons Fennell, their Solicitor, to your Honors respectfully represents:

1. That as will appear by reference to the Bill of Complaint filed in this cause, the Defendant herein, Nancy C. Thorpe, is an infant under the age of 21 years.

2. That your Petitioners are advised that because of the infancy of the said Nancy C. Thorpe, it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend the suit for said infant.

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 Nancy C. Thorpe, infant, with instruction to said Guardian Ad Litem to answer and defend said suit for said infant.

Respectfully submitted,

WM. PARSONS FENNEL
Wm. Parsons Fennell
Solicitor for Complainants

Filed Oct. 28, 1963

SUMMONS RETURNED "ENDORSED"
Filed Nov. 4, 1963

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

November Return Day
File No. 4590
Docket T.S.P. #2, fol. 337

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

TO: Nancy C. Thorpe, Infant,
Millington, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of November, next, to answer an action at the suit of Dorothy P. Starkey and Carl J. Starkey, her husband, Millington, Maryland, Catherine P. Alexnader and David II Alexander, her husband, Milford, Delaware, Janice F. Teat, divorced, Millington, Maryland, Jean G. Husfelt and Robert L. Husfelt, her husband, Sudlersville, Maryland, Joann T. Starkey and James J. Starkey, her husband, Sudlersville, Maryland, Charles G. Thorpe and Ann Murphy Thorpe, his wife, Sudlersville, Maryland, and Charlotte M. Schmitt, divorced, Clifton Heights, Pennsylvania, Ussued the 28th. day of October, 1963.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wm. Parsons Fennell
300 Park Row
ADDRESS: Chestertown, Marylnad
Phone: 778-3520

CHARLES W. CECIL
Clerk

(SEAL OF COURT)

Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE
November 19, 1963, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 4, 1963

And on the back is the following endorsement, to wit:

Summons served and copy of Summons and Bill of Complaint left with Nancy Thorpe and with Roda Teat, the person with whom she resides, this 31st day of October, 1963.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

ORDER OF COURT
Filed Nov. 20, 1963

ORDER OF COURT

Upon the foregoing Petition, it is thereupon Ordered, this 20th day of November, 1963, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Earl Teat, Jr., of Queen Anne's County, Maryland, by and he is hereby appointed Guardian Ad Litem of Nancy C. Thorpe, infant respondent in said cause, and said Guardian Ad Litem is instructed to answer and defend the suit instituted against said infant by the Bill of Complaint filed herein.

THOS J KEATING JR.
Judge

Filed Nov. 20, 1963.

ANSWER
Filed Dec. 3, 1963

DOROTHY P. STARKEY, et al
Millington, Maryland
Complainants

vs.

NANCY C. THORPE, Infant
Millington, Maryland
Respondant

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY NO. 4590

* * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Nancy C. Thorpe, Infant, by Earl Teat, Jr., Guardian Ad Litem, to the Bill of Complaint filed against her in said cause, says:

1. That the Defendant neither admits nor denies any of the matters or things alleged in the Bill of Complaint, and submits her rights to the protection of this Honorable Court.

Respectfully submitted,

EARL TEAT JR
Earl Teat, Jr.
Guardian Ad Litem

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of November, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Earl Teat, Jr., the above named Guardian Ad Litem for Nancy C. Thorpe, Infant, 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 and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

FRANCES E. BUTLER
Notary Public

I hereby acknowledge receipt of a copy of the foregoing Answer of Earl Teat, Jr., Guardian Ad Litem of Nancy C. Thorpe, Infant, this 2 of December, 1963.

WM PARSONS FENNEL
Wm. Parsons Fennell
Attorney for Complainants

Filed Dec. 3, 1963

NOTICE TO TAKE TESTIMONY
Filed April 13, 1964

DOROTHY PL STARKEY, et al
Millington, Maryland
Complainants

*

IN THE

CIRCUIT COURT

*

vs.

FOR

NANCY C. THORPE, Infant
Millington, Maryland
Respondent

*

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4590

*

* * * * *

NOTICE TO TAKE TESTIMONY

Wm. Parsons Fennell, Solicitor for Complainants, will take the testimony of the following named witnesses upon oral examination before B. Hackett Turner, Jr., Standing Examiner of the Court, at the Jury Room, Court House, Centerville, Maryland, at 2:00 P.M., on April 17, 1964:

Dorothy P. Starkey
Millington, Maryland

Janice F. Teat
Millington, Maryland

Jean G. Husfelt
Sudlersville, Maryland

Wm. PARSONS FENNEL
Wm. Parsons Fennell
Solicitor for Complainants

I HEREBY CERTIFY, that on this 10th day of April, 1964, a copy of the foregoing Notice to Take Testimony was mailed via U.S. Mail, to Earl Teat, Jr., Guardian Ad Litem for Nancy C. Thorpe, Infant, Millington, Maryland.

WM. PARSONS FENNEL
Wm. Parsons Fennell

Filed April 13, 1964

TESTIMONY
Filed April 28, 1964

DOROTHY P. STARKEY, Et Al
Millington, Maryland
Complainants

*

IN THE CIRCUIT COURT FOR

*

QUEEN ANNE'S COUNTY, MARYLAND

Vs

*

EQUITY NO. 4590

NANCY C. THORPE, Infant
 Millington, Maryland
 Respondent

*
 *

TESTIMONY

The above Cause being at issue and notice having been given me by the Solicitor for the Complainants of a desire to take testimony in the same, I, Hackett B. Turner, Jr., Esq., Standing Examiner of said Court, assigned Friday, April 17th, 1964, at 2:00 P.M. at the Court House, Centreville, Maryland, as the time and place for the examination of witnesses in said Cause, due notice having been given, at which mentioned time and place I attended, and proceeded in the presence of the Solicitor for the Complainants to take the following depositions:

Dorothy P. Starkey, a witness of lawful age, produced on her own behalf, being duly sworn, deposes and says as follows:

Questions by Mr. Fennell:

Q. Will you please state your full name?

A. Dorothy Pauline Starkey.

Q. Where do you live?

A. Millington, Maryland.

Q. What was your relationship to Wavia P. Thorpe?

A. Daughter.

Q. She was your mother and you are her daughter?

A. That's right.

Q. Did Wavia P. Thorpe depart this life on or about April 30, 1960?

A. Yes she did.

Q. Would you please name for me all of your brothers and sisters?

A. Catherine Alexander, Charlotte Schmitt, Jean Husfelt, Janice Teat, Joanne Starkey, Nancy Thorpe, Charles Thorpe, and Dorothy Starkey.

Q. Are they the same persons who are parties to this proceedings?

A. They are.

Q. Are they all adults?

A. All but Nancy. Nancy is 18.

Q. Are they all competent?

A. I would say so.

Q. What was your father's name?

A. Charles G. Thorpe.

Q. And your father Charles Thorpe predeceased your mother on or about October 5, 1954, is that correct?

A. Right.

Q. Did your mother own any real property at the time of her death?

A. Yes.

Q. Where is this property located?

A. Millington, Queen Anne's County.

Q. Approximately how much land is involved?

A. Between 4 and 5 acres. I think that is right, I really don't know.

Q. Would you describe any improvements, if any, upon this property?

A. There are two houses, a two story house and a bungalow.

Q. In what sort of repair are the houses?

A. In bad condition right now.

Q. In your opinion, what is the value of this property?

A. I don't know that.

Q. In your opinion, would this property be susceptible to partition without material loss? By partition I mean to hack it up - to divide it up, and subdivide it.

A. I really don't know.

Question by Mr. Turner:

Q. He means by dividing it, could you divide one house between eight or ten people?

A. No. The little house was just built for one person only.

Questowns by Mr. Fennell:

Q. Then in your opinion would it be advantageous to all of the parties involve, including your infant sister, Nancy C. Thorpe, if the property were sold and the proceeds of the sale distributed according to law?

A. Yes.

Q. Now a contract of sale has been entered into between the Complainants who are parties to this proceeding and Robert F. Ervin to sell the property at and for a purchase price of \$3,500, less a 6% Real Estate Broker's commission. In your opinion is this a better price than could be obtained by offering the property for sale at public sale or public auction?

A. I suppose it is. We couldn't sell it any other way and we tried and tried. I think that is a good price for it. We did have it appraised after my mother died and they appraised it for \$4500 or \$5500, but then the flood came through. The house sits right on the road and it just completely washed through it. We can't even live in it. Then that new bridge just went in and of course it made the land a little more valuable. So I really don't know.

Jean G. Husfelt, a witness of lawful age, produced on her own behalf, being duly sworn, deposes and says as follows:

Questowns by Mr. Fennell:

Q. Please give us your name, address and age?

A. Jean G. Husfelt, 34, Sudlersville, Maryland.

Q. What was your relationship to Wavia P. Thorpe?

A. She was my mother.

Q. Would you state please, if you recall, when your mother died?

A. I am not sure if it was the last of April or the first of May.

Q. Was that in 1960?

A. Yes.

Q. Would you please name all of your brothers and sisters:

A. Dorothy Starkey, Catherine Alexander, Charlotte Schmitt, Janice Teat, Joanne Starkey, Charles Thorpe, Nancy Thorpe, and myself.

Q. Are all of these people the same people who are parties to this proceedings?

A. Yes.

Q. Are they all adults?

A. All except Nancy.

Q. How old is Nancy?

A. 18.

Q. Are they all competent?

A. Yes.

Q. What was your father's name?

A. Charles G. Thorpe.

Q. Did your father predecease your mother on or about October 5, 1954?

A. Yes.

Q. Did your mother own any real property at the time of her death?

A. Yes.

Q. Where is this property located?

A. Millington, Maryland.

Q. How much land is involved, approximately?

A. I don't really know.

Q. Would you describe the improvements on the property?

A. There is just one bungalow and a two story house.

Q. What sort of condition are these improvements in?

- A. They are in bad shape.
- Q. Is there a particular reason why they are in bad shape?
- A. Due to the flood that went through there and of course, I guess not being taken care of and being unoccupied.
- Q. How long have they been unoccupied?
- A. Four years?
- Q. In your opinion, what is the value of this property?
- A. I don't really know.
- Q. In your opinion, is this property subject to partition without material loss?
- A. I don't know that either.
- Q. Would you think it would be more advantageous to all of you to sell the property as one property, or do you think it should be divided up between all of these people who are parties to the suit?
- A. Do you mean do I think it would be better to sell it?
- Q. Yes.
- A. Yes, I think it would be better to sell it.
- Q. A Contract of Sale has been entered into between the complainants, who are parties to this suit, and Robert F. Ervin to sell the property for \$3500 less 6% Real Estate Broker's commission. In your opinion, is this a better price than could be obtained for the property by now offering the same for public sale or public auction?
- A. I can't really say, but I think so. We have tried to sell it for some time.

No other witnesses being named or produced to me, I then at the request of the Solicitor for the Complainants, closed the depositions taken in said Cause, and herewith return them closed under my hand and seal this 28 day of April, 1964.

I hereby certify that, pursuant to General Equity Rule 580G I remained 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 testimony or the conduct of the proceedings. My presence was requested by the Complainant and I served one-half hour.

B. HACKETT TURNER (SEAL)
HACKETT B. TURNER, Jr.,
Examiner

Statement of Costs

Hackett B. Turner, Jr., Examiner	\$10.00
Florence L. Sutton, Stenographer	\$ 5.00
	\$15.00

I hereby certify that the above statement of costs is correct.

B. HACKETT TURNER
Hackett B. Turner, Jr.,
Examiner

Filed April 28, 1964

NOTICE TO TAKE TESTIMONY
Filed May 27, 1964

DOROTHY P. STARKEY, et al	*		IN THE
Millington, Maryland			
Complainants	*		CIRCUIT COURT
	*		
vs.	*		FOR
NANCY C. THORPE, Infant	*		QUEEN ANNE'S COUNTY
Millington, Maryland			
Respondent	*		IN EQUITY NO. <u>4590</u>
	* * * * *		

NOTICE TO TAKE TESTIMONY

Wm. Parsons Fennell, Solicitor for Complainants, will take the testimony of the following named witnesses upon oral examination before B. Hackett Turner, Jr., Standing Examiner of the Court, at the Jury Room, Court House, Centreville, Maryland, at 2:00 P.M., on May 27, 1964:

Dorothy P. Starkey
Millington, Maryland

Jean G. Husfelt
Sudlersville, Maryland

Herbert A. Willis, Realtor
Sudlersville, Maryland

WM. PARSONS FENNELL
Wm. Parsons Fennell
Solicitor for Complainants

I HEREBY CERTIFY, that on this 19th day of May, 1964, a copy of the foregoing Notice to Take Testimony was mailed via U. S. Mail, to Earl Teat, Jr., Guardian Ad Litem for Nancy C. Thorpe, Infant, Millington, Maryland.

WM. PARSONS FENNELL
Wm. Parsons Fennell
Solicitor for Complainants

Filed May 27, 1964

NOTICE TO TAKE TESTIMONY
Filed June 3, 1964

DOROTHY P. STARKEY, et al	*	IN THE
Millington, Maryland	*	CIRCUIT COURT
Complainants	*	
vs.	*	FOR
NANCY C. THORPE, Infant	*	QUEEN ANNE'S COUNTY
Millington, Maryland	*	IN EQUITY NO. <u>4590</u>
Respondent	*	
	* * * * *	

NOTICE TO TAKE TESTIMONY

Wm. Parsons Fennell, Solicitor for Complainants, will take the testimony of the following named witnesses upon oral examination before B. Hackett Turner, Jr., Standing Examiner of the Court, at the Jury Room, Court House, Centreville, Maryland, at 2:00 P.M., on June 8, 1964;

Dorothy P. Starkey
Millington, Maryland

Jean G. Husfelt
Sudlersville, Maryland

Herbert A. Willis, Realtor
Sudlersville, Maryland

WM. PARSONS FENNELL
Wm. Parsons Fennell
Solicitor for Complainants

I HEREBY CERTIFY, that on this 2nd day of June, 1964, a copy of the foregoing Notice to Take Testimony was mailed via U. S. Mail, to Earl Teat, Jr., Guardian Ad Litem for Nancy C. Thorpe, Infant, Millington, Maryland.

WM. PARSONS FENNELL
Wm. Parsons Fennell

Filed June 3, 1964

TESTIMONY
Filed June 17, 1964

DOROTHY P. STARKEY, et al	*	IN THE CIRCUIT COURT
Millington, Maryland	*	FOR QUEEN ANNE'S COUNTY
Complainants	*	
Vs.	*	EQUITY NO. 4590
NANCY C. THORPE, Infant	*	
Millington, Maryland	*	
Respondent	*	

T E S T I M O N Y

The above cause being at issue and notice having been given my by the Solicitor for the Complainants of a desire to take additional testimony in the same, I, B. Hackett Turner, Jr., Esq., Standing Examiner of said Court, assigned Monday, June 8th, 1964, at 2 P.M., D.S.T., at the Queen Anne's County Court House, Centreville, Maryland, as the time and place for the examination of witnesses in said Cause, due notice having been given, which mentioned time and place I attended, and proceeded in the presence of the Solicitor for the Plaintiff to take the following depositions:

Filed June 17, 1964

Mrs. Dorothy P. Starkey, a witness of lawful age, being duly sworn deposes and says as follows:

Q. Will you state your full name please?

A. Dorothy Thorpe Starkey.

Q. I hand you this Deed marked Plaintiff's Exhibit #1 and ask you to identify it, stating who it is from and who it is to.

A: This Deed was from John W. Higman and Nettie M. Higman, his wife, Henry L. Higman and Helen B. Higman, his wife, to Charles Thorpe and Wavia Thorpe, his wife.

Q. Now what is the date of this deed you referred to?

A. This Deed was made the 8th day of November, 1944.

Q. And could you tell me where this Deed is recorded?

A. A.S.G., Jr., #10, folio 259.

Q. And is that recorded among the Land Records for Queen Anne's County, Maryland?

A. Yes.

Q. Does this Deed describe the property of which your mother died seized and possessed?

A. Yes.

Q. Is this property part of the property which is the subject of this proceeding?

A. Yes.

Q. Could you describe for us where this property is located?

A. On the road from Millington through Sand Town to Sudlersville.

Q. And that is in Queen Anne's County, Maryland?

A. In Queen Anne's County, on the right hand side of the road.

Q. Could you tell us who the adjoining property owners are?

A. The Chester River and Alda B. & John Robbins.

Q. Now I hand you this Deed marked Plaintiff's Exhibit #2 and ask you to identify it.

A. This deed is the 12th day of May in the year 1948, and it is between Elizabeth B. Smith and Henry G. Smith, her husband, of Kent County, to Charles G. Thorpe and Wavia P. Thorpe, his wife, of Queen Anne's County.

Q. And where is this Deed recorded?

A. A.S.G., Jr., #19, folio 498.

Q. Is that recorded among the Land Records for Queen Anne's County, Maryland?

A. Yes it is.

Q. Does this Deed describe property of which your mother died seized and possessed?

A. Yes it does.

Q. Is this property part of the property which is the subject of this proceeding?

A. Yes it is.

Q. Could you tell us where this property is located? Does it adjoin the property we first talked about?

A. Yes it does.

Q. Do the two Deeds just referred to constitute all of the real property of which your mother died seized and possessed?

A. Yes it does.

Q. In your opinion, is this property susceptible of partition without material loss or injury?

A. No.

Q. Would you tell me why?

A. The property is run down so bad. The houses are unliveable.

Q. Would you describe the houses for us?

A. Well, they don't have any conveniences and the flood came through and just ruined the inside. They have been empty for 4 years now and that hasn't helped any.

Q. And have repeated efforts been made to sell this particular piece of property?

A. Yes.

Q. You mentioned there are two houses on this property. Would you tell us how many rooms there are in each house?

A. The big house has 5 rooms and the small house has 3 rooms.

Q. In your opinion could these houses be divided up amongst the 8 heirs?

A. No.

Q. Why not?

A. There is nothing there to divide up.

Q. In your opinion then it definitely would be advantageous to sell the whole property as one thing?

A. Yes.

Q. In your opinion is the Contract which has been obtained and which is a part of this proceeding for the amount of \$3500 a fair price for the property?

A. I think so.

Q. I hand you this Contract marked Exhibit #3 and ask you to identify it.

A. This Contract of Sale made this 20th day of May, 1963, by and between Dorothy P.

Starkey and Carl Starkey, her husband, Catherine P. Alexander and David I. Alexander, Sr., her husband, Janice F. Teat, Divorced, all of Kent County, State of Maryland, Jean G. Husfelt and Louis Robert Husfelt, her husband, Joanne T. Starkey and James H. Starkey, her husband, and Charles G. Thorpe, Unmarried, all of Queen Anne's County, State of Maryland, and Charlotte M. Schmidt, Divorced, County of Delaware, State of Pennsylvania, Parties of the 1st Part, hereinafter referred to as Vendors, and Robert F. Irwin, of Kent County, State of Maryland.

Q: Is this the Contract that I referred to earlier in the Testimony and that we discussed at the sales price of \$3500, the Contract for the sale of your mother's property which is the subject of this proceeding?

A: Yes.

At this point, Mr. Fennell, Attorney for Complainants asked that Plaintiff's Exhibit #1, Plaintiff's Exhibit #2 and Plaintiff's Exhibit #3 be made a part of this cause and marked Plaintiff's Exhibit #1-Examiner's Exhibit #1; Plaintiff's Exhibit #2 - Examiner's Exhibit #2; and Plaintiff's Exhibit #3 - Examiner's Exhibit #3.

Mrs. Jean G. Husfelt, a witness of lawful age, being duly sworn deposes and says as follows:

Q: Would you please state your full name?

A: Jean G. Husfelt.

Q: Mrs. Husfelt, I hand you this deed marked Plaintiff's Exhibit #1 and Examiner's Exhibit #1 and I ask you to identify it.

A: This Deed made this 8th day of November in the year 1944 by and between John W. Higman and Nettie M. Higman, his wife, and Henry L. Higman and Helen B. Higman, his wife, of Kent County, State of Maryland, of the one part, and Charles Thorpe and Wavia Thorpe, his wife, of said County, State of Maryland, of the other part.

Q: Does this Deed describe property of which your Mother died seized and possessed?

A: Yes.

Q: Would you tell me where this property is located?

A: A.S.G.Jr., #10, folio 259.

Q: Is that among the Land Records for Queen Anne's County, Maryland?

A: Yes.

Q: Is this property part of the property which is the subject of this proceeding?

A: Yes.

Q: I hand you this Deed marked Plaintiff's Exhibit #2 and Examiner's Exhibit #2 and ask you to identify it.

A: Made this 12th day of May, 1948, by and between Elizabeth B. Smith and Henry G. Smith, her husband, of Kent County and State of Maryland of the one part and Charles G. Thorpe and Wavia R. Thorpe, his wife, of Queen Anne's County, State of Maryland, of the other part.

Q: Could you tell me where this Deed is recorded?

A: A.S.G., Jr., #19, folio 498.

Q: Does this deed describe property of which your mother died seized and possessed?

A: Yes.

Q: Is this property part of the property which is the subject of this proceeding?

A: Yes.

Q: Do the two deeds just referred to constitute all of the real property of which your mother died seized and possessed?

A: Yes.

Q: Now, in your opinion is this property susceptible of partition without material loss or injury?

A: No.

Q: Would you tell me why not? Would you describe the property and tell us about the improvements on the property and why you think it could not be hacked up and divided into 8 pieces among the 8 heirs?

A: Well you can't live in the houses. They are not liveable.

Q: In your opinion, could you divide the houses up among the 8 heirs?

A: No.

Q: Would you describe the houses for us?

A: One is 5 rooms and the other one is 3.

Q: I hand you this Contract which has been marked Examiner's Exhibit #3 and Plaintiff's Exhibit #3 and ask you to identify it.

A: This Contract of Sale made this 20th day of May, 1963, by and between Dorothy P. Starkey and Carl Starkey, her husband, Catherine P. Alexander and David I. Alexander, Sr., her husband, Janice F. Teat, Divorced, all of Kent County, State of Maryland, and Jean G. Husfelt and Louis Robert Husfelt, her husband, Joanne T. Starkey and James H. Starkey, her husband, and Charles G. Thorpe, Unmarried, all of Queen Anne's County, State of Maryland, and Charlotte M. Schmidt, Divorced, of the County of Delaware, State of Pennsylvania, Parties of the 1st Part, hereinafter referred to as Vendors, and Robert F. Irwin, of Kent County, State of Maryland, hereinafter referred to as Vendee.

Q: Now is this the same Contract which you and the other heirs entered into to sell the property to Robert Irwin?

A: Yes it is.

Q: What is the consideration for this property - the sale price?

A: \$3500.

Q: In your opinion is this a fair price for the property?

A: Yes it is.

Q: Could you tell me why?

A: The property is run down and it is not liveable.

Q: Why is it not liveable?

A: Because of the flood.

Mr. Herbert A. Willis, a witness of lawful age, being duly sworn deposes and says as follows.

Q: Would you state your full name?

A: My name is Herbert A. Willis, Realtor, Sudlersville, Maryland. I have been in the Real Estate business since 1944, and have been an appraiser for the past 14 years. I have made many appraisals for banks, insurance companies, courts, and so on. I am familiar with the property under contract of sale in this instance, because I once had the listing. I am also familiar with the values of properties in this general area. The property that is the subject of these proceedings is located on the North side of Route 313 in Sand Town, Seventh Election District, Queen Anne's County, Maryland. It is bound on the South by Route 313, on the North and West by the Chester River, and on the South West by the lands of Aida Robbins. It contains 8.821 acres of land. Improvements: 2 story frame dwelling with 5 rooms, a cottage, one story frame, 3 rooms. No conveniences in either building. Both of these improvements have deteriorated, are obsolete and have been damaged by water to the point where they would not pay to restore them. They are not subject to division. They are 8 heirs and the improvements could not be divided. The plot of land could not be divided in this instance because there is not sufficient road frontage and the back-land on the Chester River will not lend itself to division because the Kent Concrete Company took the gravel out of this property some years ago and left deep ponds or pits. Therefore I consider the price of \$3500 the fair market value of this property.

No other witnesses being named or produced to me, I then at the request of the Solicitor for the Complainant closed the depositions taken in said Cause and herewith return them closed under my hand and seal this 17 day of June, 1964.

I hereby certify, that pursuant to General Equity Rule 580G I remained 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 testimony or the conduct of the proceedings. My presence was requested by the Complainant, and I served one-half hour.

B. HACKETT TURNER JR. (SEAL)
B. Hackett Turner, Jr., Examiner

Statement of Costs:

B. Hackett Turner, Jr., Examiner \$10.00
Florence L. Sutton, Stenographer \$10.00

Filed June 17, 1964

FOR EXAMINER'S EXHIBIT #1, Filed June 17, 1964
See EXHIBIT #1 Filed Oct. 28, 1963

FOR EXAMINER'S EXHIBIT #2, Filed June 17, 1964
See EXHIBIT #2 Filed Oct. 28, 1963

FOR EXAMINER'S EXHIBIT #3, Filed June 17, 1964
See EXHIBIT #3, Filed Oct. 28, 1963

DECREE
Filed June 23, 1964

DOROTHY P. STARKEY, et al * IN THE
Millington, Maryland * CIRCUIT COURT
Complainants *
VS. * FOR
NANCY C. THORPE, Infant * QUEEN ANNE'S COUNTY
Millington, Maryland *
Respondent * IN EQUITY NO. 4590

* * * * *

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 23rd day of June, 1964, 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 respondent, 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 Robert F. Irwin, at and for the sum of Three Thousand Five Hundred (\$3,500.00) Dollars, 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 respondent, 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 respondent 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 Wm. Parsons Fennell, 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 THIRTY-FIVE HUNDRED Dollars, (\$3500.00), 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 Trustee shall then proceed to sell said real estate, at private sale unto Robert F. Irwin, his heirs and assigns, in fee simple, at and for the sum of Three Thousand Five Hundred (\$3,500.00) Dollars, 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 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 purchaser, his heirs and assigns, the real estate so sold to 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 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 23, 1964

CERTIFIED COPY OF BOND
Filed June 29, 1964

RECEIVED FOR RECORD June 29, 1964

KNOW ALL MEN BY THESE PRESENTS,

That we, Wm. Parsons Fennell, as principal and the Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Five Hundred (\$3,500.00) 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 26th day of June in the year one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Wm. Parsons Fennell, by virtue of a Decree of the Circuit Court of Queen Anne's County, Maryland, in Equity No. 4590, has been appointed Trustee, in the cause of Dorothy P. Starkey, et al vs. Nancy C. Thorpe, Infant, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the above bounden Wm. Parsons Fennell 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; other wise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

MARGARET WALLS

WM. PARSONS FENNELL
Wm. Parsons Fennell
Principal

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

PHOEBE P. ANTHONY

BY ERNEST S COOKERLY (SEAL)
Ernest S. Cookerly,
Attorney-in-Fact
Corporate Seal

Security approved and Bond filed June 29, 1964

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 C.W.C. No. 1, folio 63, a Bond 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 29th day of June in
the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed June 29, 1964

DOROTHY P. STARKEY, et al
Millington, Maryland
Complainants

VS

NANCY C. THORPE, Infant
Millington, Maryland
Respondent

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4590

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this cause by Wm. Parsons Fennell, Trustee, respectfully represents unto your Honors:

That pursuant to a decree to this Honorable Court passed on the 23rd day of June, 1964, your Trustee did file in this cause a bond with corporate surety thereon in the penalty of (\$3,500.00) Dollars, 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 tract, or parcel of land, with the improvements thereon, located in the village known as Sandtown, in the Seventh 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 Robert F. Irwin, 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 Three Thousand Five Hundred (\$3,500.00) Dollars.

Your Trustee further reports that the said purchaser has paid unto Linwood C. Yates, real estate broker, the initial deposit of Three Hundred Fifty (\$350.00) Dollars, which is being held in escrow in the Centreville National Bank of Maryland, for the benefit of the Vendors and Bendee, and he believes said purchaser 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 your Trustee, being the sum of Three Thousand One Hundred Fifty (\$3,150.00) Dollars, 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 Three Thousand Five Hundred (\$3,500.00) Dollars.

Respectfully submitted,

WM. PARSONS FENNELL
Wm. Parsons Fennell, Trustee

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

I HEREBY CERTIFY, that on this 26th day of June, 1964, before the subscriber, a Notary Public for Queen Anne's County, Maryland personally appeared Wm. Parsons Fennell, 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 Notarial Seal.

Notary
Public
Seal

H. ELIZABETH BURRIS
Notary Public

Filed June 29, 1964

ORDER NISI ON SALE
Filed June 29, 1964

ORDER NISI ON SALE

Dorothy P. Starkey, et al.
Complainants

vs.

Nancy C. Thorpe, infant
Respondent

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4590

ORDERED, this 29th. day of June, 1964, that the sale of the real property, made and reported in this cause by Wm. Parsons Fennell, Trustee, be ratified and confirmed, on or after the 30th. day of July, 1964, 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 July, 1964.

The report states the amount of sales to be \$3,500.00.

CHARLES W. CECIL Clerk

Filed June 29, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 3, 1964

ORDER NISI ON SALE

Dorothy P. Starkey,
et al. Complainants
vs.
Nancy C. Thorpe, in-
fant Respondent

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

Cause No. 4590

ORDERED, this 29th day of June, 1964, that the sale of the real property, made and reported in this cause by Wm. Parsons Fennell, Trustee, be ratified and confirmed, on or after the 30th day of July, 1964, 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 July, 1964.

The report states the amount of sales to be \$3,500.00.

CHARLES W. CECIL, Clerk

Filed: June 29, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 31, 1964.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Dorothy P. Starkey, et al. vs. Nancy C. Thorpe, Cause No. 4590 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 three successive weeks before the 23rd day of July, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of July 1964, and the last insertion on the 16th day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS

Filed Aug. 3, 1964

FINAL ORDER OF RATIFICATION
Filed Aug. 3, 1964

DOROTHY P. STARKEY, et al Millington, Maryland	*	IN THE
Complainants	*	CIRCUIT COURT
Vs.	*	FOR
NANCY C. THORPE, Infant Millington, Maryland	*	QUEEN ANNE'S COUNTY
Respondent	*	IN EQUITY NO. <u>4590</u>

* * * * *

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of August, 1964, that the sale made and reported by Wm. Parsons Fennell, 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 Wm. Parsons Fennell, Trustee, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

EDWARD D E ROLLINS
Judge

Filed Aug. 3, 1964

ACCOUNT OF AUDITOR
Filed Aug. 12, 1964

DOROTHY P. STARKEY, et al.,	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
NANCY C. THORPE, Infant	IN EQUITY No. 4590

TO THE HONORABLE, THE JUDGE 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 Wm. Parsons Fennell, Trustee, who was by decree of this Court of June 23, 1964, appointed such trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is a suit for the sale of real estate which is not susceptible to partition.

2. That in the within account, which is divided into three parts, Part I showing the proceeds of sale less the expenses to be borne out of such proceeds, Part II showing the proceeds of sale less the expenses chargeable to said trustee from the realty sold herein plus the other expenses in this cause, which are chargeable to the vendee or purchaser of the real estate sold herein, all in accordance with Exhibit No. 3, a Contract of Sale for the real estate sold in this cause dated May 20, 1963, by and between Dorothy P. Starkey, et al., Vendors, and Robert F. Irwin, Vendee, all of which matters were ratified by this Court by its Order of August 3, 1964, Part III of said account makes distribution of the net proceeds to the respective heirs at law of Wavia P. Thorpe, deceased, as well as payment of any and all inheritance taxes due thereon. In the within account, the said Trustee has been charged with all expenses in this suit, which are not personal for which vouchers and statements have been produced, which are allowed as deductions as well as his commissions for making said sale, the commission of the real estate broker for procuring said sale and the costs of stating this account.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 12, 1964
Filed Aug. 12, 1964

Cause No. 4590

PART I

The proceeds of the sale of real estate reported in this cause, in account with Wm. Parsons Fennell, Trustee, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1964
Aug. 3 By proceeds of the sale of land, per report of sale of
said vendor, to wit:-----\$3,500.00

Dr.

To costs to be charged against the proceeds of sale, per Contract of Sale dated May 20, 1963, by and between Dorothy P. Starkey, et al., vendors, and Robert F. Irwin, vendee, to wit:

To Wm. Parsons Fennell, Trustee, as payment in full to Linwood C. Yates & Company, real estate brokers, his commissions for procuring said sale at rate of six per cent of purchase price, per paragraph nine of said Contract of Sale, the sum of ----- \$210.00

To do., for amounts due on real estate sold in this cause to Royden N. Powell, Treasurer, for taxes for one and one-half months of fiscal year beginning July 1, 1964, per paragraph five of said Contract of Sale, to wit:----- 5.97

To do., for amounts due on real estate sold in this cause to Royden N. Powell, Treasurer, for taxes for first six months of 1964, including interest accrued thereon, per paragraph five of said Contract of Sale, to wit:----- 23.04

To do., for an amount to be carried forward for distribution to heirs at law of Wavia P. Thorpe, to wit:----- 3,260.99

\$3,500.00 \$3,500.00

August 12, 1964

J THOMAS CLARK
Auditor

Cause No. 4590
PART II

To ascertain monies due by Robert F. Irwin, vendee in Contract of Sale dated May 20, 1963, in which Dorothy P. Starkey, et al., are the vendors, to be accounted for by the said Wm. Parsons Fennell, Trustee, in this cause, and which sums, being expenses in this suit, are to be furnished by said vendee.

To Wm. Parsons Fennell, Trustee, proceeds of sale of real estate, per his report of sale, to wit:-----\$3,500.00 \$3,470.99
Less vendor's share of taxes as shown in Part I ----- 29.01

To do., for his commissions for making said sale, per Order of this Court of August 3, 1964,----- 325.00

To do., for an amount due the Clerk of this Court, per statement exhibited, to wit:

1-Costs of Charles W. Cecil, Clerk---	72.45	
2-Costs of Sheriff of Queen Anne's County -----	4.00	
3-Appearance fee of Wm. Parsons Fennell, Attorney -----	10.00	
4-Fee of Earle Teat, Jr., Guardian ad litem -----	4.50	
5-Costs of B. H. Turner, Examiner----	20.00	
6-Costs of Florence L. Sutton, Steno. -----	15.00	125.95

To do., for an amount paid to the Clerk of the Circuit Court for Queen Anne's County, as filing charges in this cause and which is credited against the Court costs in this cause, per receipt exhibited, to wit:----- 15.00

To do., for an amount paid Queen Anne's Record-Observer, for publishing the Order Nisi of Sale in this cause, per its receipt exhibited, to wit: ----- 14.00

To do., for an amount due Herbert A. Willis, expert witness in this cause, per his statement exhibited to wit:----- 25.00

To do., for an amount due J. Thomas Clark
auditor, for stating this
account, the sum of ----- 54.00

To an amount due by Robert W. Irwin,
vendee, to Wm. Parsons Fennell,
Trustee, under the aforesaid
Contract of Sale as payment in full
in this cause in which the original
down payment in the sum of \$350.00
has not been accounted for, to wit: \$4,029.94

August 12, 1964

J THOMAS CLARK
Auditor

Cause No. 4590
PART III

Cr.

By balance carried forward from Part I for distribution to the respective
heirs at law of Wavia P. Thorpe, deceased, the sum of ----- \$3,260.99

Dr.

To Dorothy P. Starkey, child and heir
at law of Wavia P. Thorpe, a one-
eighth share of the same or the
sum of ----- \$407.62
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.54

To Catherine P. Alexander, child and
heir at law of Wavia P. Thorpe,
an one-eighth share of the same or
the sum of ----- \$407.62
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.54

To Janice F. Teat, child and heir at
law of Wavia P. Thorpe, a one
eighth share of the same or
the sum of ----- \$407.62
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.54

To Jean G. Husfelt, child and heir at
law of Wavia P. Thorpe, a one-
eighth share of the same, or the
sum of ----- \$407.62
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.54

To JoAnn T. Starkey, child and heir
at law of Wavia P. Thorpe, a one-
eighth share of the same or the
sum of ----- \$407.62
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.54

To Charles G. Thorpe, child and heir at
law of Wavia P. Thorpe, a one
eighth share of the same or the
sum of ----- \$407.63
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.55

To Charlotte M. Schmitt, child and heir
at law of Wavia P. Thorpe, a one-
eighth share of the same or the
sum of ----- \$407.63
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.55

To Nancy C. Thorpe, minor, or her
legal guardian, child and heir at
law of Wavia P. Thorpe, a one-eighth
share of the same or the sum of ----- \$407.63
Less the State of Maryland lineal
inheritance tax of 1% on same ----- 4.08 \$403.55

To Dorothy E. Connolly, Register of Wills
of Queen Anne's County, as payment in
full to the State of Maryland of the
lineal inheritance tax due by the
respective heirs at law of Wavia P.
Thorpe, deceased, on their interest,
inherited, the sum of ----- 32.64

\$3,260.99 \$3,260.99

August 12, 1964
Filed Aug. 12, 1964

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Aug. 12, 1964

DOROTHY P. STARKEY, et al.,
vs.
NANCY C. THORPE, Infant

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO. 4590

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 12, 1964, 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:

Dorothy P. Starkey,
Carol J. Starkey, her husband
Millington, Maryland

Charles G. Thorpe
Ann Murphy Thorpe, his wife,
Sudlersville, Maryland

Catherine P. Alexander,
David I. Alexander, her husband
Milford, Delaware

Charlotte M. Schmitt
Clifton Heights, Pennsylvania

Janice F. Teat
Millington, Maryland

Nancy C. Thorpe
Millington, Maryland

Jean G. Husfelt,
Robert L. Husfelt, her husband
Sudlersville, Maryland

Wm. Parsons Fennell
300 Park Row
Chestertown, Maryland

JoAnn T. Starkey,
James J. Starkey, her husband
Sudlersville, Maryland

PURSUANT to Rule 595, Section G. Maryland Rules of Procedure, notify each of them that said account was filed on August 12, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed August 27, 1964, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on August 28, 1964.

J THOMAS CLARK
Auditor

Filed Aug. 12, 1964

NISI RATIFICATION OF AUDIT
Filed August 12, 1964

NISI RATIFICATION OF AUDIT

Dorothy P. Starkey, et al.)
VS. ()
Nancy C. Thorpe, Infant)

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

Cause No. 4590

ORDERED, this 12th. day of August, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th. day of August, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed August 12, 1964

FINAL RATIFICATION OF AUDIT
Filed Aug. 28, 1964

Dorothy P. Starkey, et al)
vs. ()
Nancy C. Thorpe, Infant)

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

Cause No. 4590

FINAL RATIFICATION OF AUDIT

ORDERED, this 28th. day of August, 1964, 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 Wm. Parsons Fennell, Trustee, 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, Maryland.

Filed Aug. 28, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of September, in the year nineteen hundred and sixty-three, the following BILL OF COMPLAINT was filed for record, to wit:

JOHN F. HEATH and EDITH *
HEATH, his wife, Queenstown *
Queen Anne's County, Maryland, *
and WINFIELD STEWART and *
DOROTHY STEWART, his wife *
Queenstown, Queen Anne's *
County, Maryland, and DAISY *
ELEANOR HEATH, Queenstown, *
Queen Anne's County, Maryland *
Plaintiffs *

vs.

IN THE CIRCUIT COURT FOR *
QUEEN ANNE'S COUNTY *
Equity No. 4582 *

FANNIE COLE, Street Address *
Unknown, Philadelphia, Penn- *
sylvania, GEORGE M. COLE and *
VIOLA COLE, his wife, Street *
Address Unknown, Philadelphia, *
Pennsylvania and GLADYS BROWN *
and GARLAND BROWN, her husband, *
Exact Address Unknown, Kent *
County, Delaware, AND ALSO ALL *
OTHER PERSON UNKNOWN CLAIMING ANY *
RIGHT, TITLE, ESTATE, LIEN OR IN- *
TEREST IN THE REAL PROPERTY DESCRIBED IN *
PLAINTIFFS' COMPLAINANT ADVERSE TO THE *
PLAINTIFFS' OWNERSHIP OR ANY CLOUD UPON *
THE PLAINTIFFS' OWNERSHIP THERETO AND *
ANY UNKNOWN HEIRS OF JACOB BEDWELL, *
DECEASED, LATE OF QUEEN ANNE'S COUNTY, *
STATE OF MARYLAND *

Defendants *

BILL OF COMPLAINT

The Plaintiffs complain of the Defendants above-named and also of all other persons unknown claiming any right, title, estate, lien or interest in the real property hereinafter described adverse to the Plaintiffs' ownership, or any cloud upon the plaintiff's title thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, Maryland, and for further cause of action alleg:

1. That Jacob Bedwell departed this life seized and possessed of a parcel of land conveyed unto him by Caroline C. Davis, Trustee, et al, by Deed dated October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, a certified copy of which is attached hereto as a part hereof, marked "Plaintiffs' Exhibit No. 1".

2. That by Deed dated Devember 7th, 1948, recorded December 9, 1948, in Liber N.B.W. No. 2, folio 252, a Land Record Book for Queen Anne's County, Maryland, Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, granted and conveyed the aforesaid property unto James E. DeCoursey, and as a title reference therein recited that it was the same land that was granted to Jacob Bedwell by Deed da ed October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, and which upon the death of Jacob Bedwell intestate, vested in Fannie Cole, George M. Cole and Gladys Brown, his only heirs-at-law. A Certified copy of the Deed as recorded in Liber N.B.W., No. 2, folio 252, a Land Record Book for Queen Anne's County, Maryland, is attached hereto as a part hereof and marked "Plaintiffs' Exhibit No. 2".

3. That by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W., No. 2, folio 410, James E. DeCoursey and Ethel M. DeCoursey, his wife, granted and conveyed a portion of the aforesaid property unto John F. Heath and Edith Heath, his wife, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 3".

4. That by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W. No. 6, folio 134, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Winfield Stewart and Dorothy Stewart, his wife, a portion of the aforesaid property, a certiried copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 4".

5. That by Deed dated June 30, 1954, and recorded August 31, 1954, in Liber T.S.P. No. 17, folio 548, a Land Record Book for Queen Anne's County, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Hollen Winston Taylor a portion of the aforesaid property; a certified copy of said Deed is attached hereto as a part hereof, and marked "Plaintiffs' Exhibit No. 5". and subsequently said parcel of property was by H_ollen Winston Taylor and Gladys Taylor, his wife, conveyed unto Daisy Eleanor Heath, by Deed dated October 28 1957, recorded October 28 ,957, in Liber T.S. P., No. 37, folio 438, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 6".

6. That the Plaintiffs are in actual and exclusive possession of their respective properties as above described.

7. That the Plaintiffs are now advised that the aforesaid Jacob Bedwell had three cildren, Hester Bedwell, Charlies Bedwell and Herman Bedwell, all of whom are deceased, but who may have left surviving them either widows or widowers and/or children or grandchildren or other heirs-at-law. If, however, the said Jacob Bedwell left heirs-at-law in addition to those who joined in the Deed to James E. DeCoursey, hereinabove referred to, their names and whereabouts are unknown.

8. That the Plaintiffs do not have an adequate remedy at law or otherwise than in Equity.

WHEREFORE your Plaintiffs pray:

1. That this Court make a final order declaring that the title of the Plaintiffs to their respective real property has been established.

2. That an order be made for publication of notice requiring all persons claiming any interest in the real property above described appear before this Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.

3. That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court, as Guardian ad Litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' Complaint adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' title thereto, and all unknown heirs of Jacob Bedwell deceased, late of Queen Anne's County, with instructions to him to answer and defend the suit instituted against the aforesaid by the Bill of Complaint filed in the above-entitled cause.

4. And for such other and further relief as the case of the Plaintiffs may require.

AND AS IN DUTY BOUND, ETC.

JOHN F HEATH
John F. Heath

EDITH HEATH
Edith Heath

WINFIELD STEWART
Winfield Stewart

DOROTHY STEWART
Dorothy Stewart

DAISY ELEANOR HEATH
Daisy Eleanor Heath

JAMES E THOMPSON JR
James E. Thompson, Jr.
Attorney for Plaintiffs

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

I HEREBY CERTIFY that on this 9th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John F. Heath and Edith Heath, his wife, Winfield Stewart and Dorothy Stewart, his wife, and Daisy Eleanor Heath, and made oath in due form of law that the matters and facts stated in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public

Filed Sept. 9, 1963

Notary
Public
Seal

ORDER OF PUBLICATION
Filed Sept. 9, 1963

JAMES E. THOMPSON, JR.
Attorney at Law
Centreville, Maryland

JOHN F. HEATH and EDITH HEATH, *
his wife, Queenstown, Maryland, *
and WINFIELD STEWART and DOROTHY *
STEWART, his wife, Queenstown, *
Queen Anne's County, Maryland, *
and DAISY ELEANOR HEATH, Queens- *
town, Queen Anne's County, Maryland. *
Plaintiffs *

vs.

FANNIE COLE, Street Address Unknown, *
Philadelphia, Pennsylvania, and *
GEORGE M. COLE and VIOLA COLE, his *
wife, Street Address Unknown, Phila- *
delphia, Pennsylvania, and GLADYS *
BROWN and GARLAND BROWN, her hus- *
band, Exact Address Unknown, Kent *
County, Delaware, AND ALSO ALL *
OTHER PERSON UNKNOWN CLAIMING ANY *
RIGHT, TITLE, ESTATE, LIEN OR INTEREST *
IN THE REAL PROPERTY DESCRIBED IN PLAIN- *
TIFFS' COMPLAINT ADVERSE TO THE *

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

Equity No. 4582

PLAINTIFFS' OWNERSHIP OR ANY CLOUD *
 UPON THE PLAINTIFFS' OWNERSHIP THERE- *
 TO AND ANY UNKNOWN HEIRS OF JACOB *
 BEDWELL, DECEASED, LATE OF QUEEN *
 ANNE'S COUNTY, STATE OF MARYLAND *
 Defendants *

ORDER OF PUBLICATION

The object of the Bill of Complaint filed in the above entitled cause is to quiet title to the following three parcels of land.

Parcel No. 1: ALL that tract or lot of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining on the North the property of Ella Scott, on the South other property of the said James E. DeCoursey, bounded on the West by the State Road from Wye Mills to Matapeake and on the East by the property of Theodore Fletcher, and more particularly described in a survey made by John C. Fisher on the 3rd day of January, 1949, which certificate of survey and plat is filed herewith and which described the land as follows:

BEGINNING for the outlines thereof at a fence post on the East side of said Wye Mills - Matapeake Road at the southwest corner of the land of Ella Scott, thence with said road, South 16 degrees East 85 feet to a stake, thence with a new line North 84 degrees East 594 feet to a stake on the line of the land of Theodore Fletcher at a wire fence; thence with said Fletcher land and wire fence North 18 degrees and 15 minutes East 67.5 feet to an iron axle; thence with the land of Ella Scott South 86 degrees West 637 feet to the place of beginning, containing one and one tenth (1.1) acres, more or less.

BEING the same and all the land granted and conveyed to John E. Heath and Edith Heath, his wife, by James E. DeCoursey et ex, by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W., No. 2, folio 410, a Land Record Book for Queen Anne's County, Maryland.

Parcel No. 2: ALL that lot or tract of land situate, lying and being on the East side of the Wye Mills - Matapeake State Road in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the farm of Theodore Fletcher and the land of James E. Heath and wife, and described as follows, to wit:

BEGINNING for the outlines thereof at a stake at the Southwest corner of the Heath lot and on the East side of the aforesaid State Road, thence with the said State Road South 16 degrees East, 85 feet to a stake; thence North 82 degrees East 551 feet to a stake on line with the land of Theodore Fletcher at a wire fence; thence with said Fletcher land and wire fence North 18 degrees 15 minutes East 67.5 feet to a stake; thence with the Heath lot South 84 degrees West 597 feet to the place of beginning. Containing ninety-five one hundredths of an acre of land, more or less.

BEING all of the land granted and conveyed to Winfield Stewart and Dorothy Stewart, his wife, by James E. DeCoursey and wife by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W. No. 6, folio 134, a Land Record Book for Queen Anne's County, Maryland.

Parcel No. 3: ALL that lot, parcel and tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the North by the lands of Winfield Stewart, bounded on the East or rear by the lands of Theodore Fletcher, bounded on the South by the lands of John or Edward Newton, and bounded on the west by State Road former Route 404, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the East side of the Wye Mills - Matapeake Road which is 85 feet North 16 degrees West from an iron rod at the northwest corner of a lot now or formerly owned by Wright Everngam; thence with lot of or formerly of John (or Edward) Newton, North 80 degrees East 508 feet to the land now or formerly owned by Theodore Fletcher; thence with same North 18 degrees 15 minutes East 67.5 feet to the east side of the Winfield Stewart land; thence with Winfield Stewart Lands, South 82 degrees West 551 feet to the east side of the aforesaid State Road Route No. 404; thence with said road south 16 degrees East, 85 feet to the point of beginning. Containing eighty-seven one hundredths (.87) acre of land, more or less, according to certificate and plat of survey made by John C. Fisher, surveyor on January 3, 1949, which plat and certificate are filed with this deed.

BEING the same and all of the land granted and conveyed to Daisy Eleanor Heath, by Hollen Winston Taylor and wife, by Deed dated October 28, 1957, recorded October 28, 1957 in Liber T.S.P., No. 37, folio 438, a Land Record Book for Queen Anne's County, Maryland.

The Bill of Complaint states as follows:

The Plaintiffs complain of the Defendants above-named and also of all other persons unknown claiming any right, title, estate, lien or interest in the real property hereinafter described adverse to the Plaintiffs' ownership, or any cloud upon the Plaintiffs' title thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, Maryland, and for further cause of action allege:

1. That Jacob Bedwell departed this life seized and possessed of a parcel of land conveyed unto him by Caroline C. Davis, Trustee, et al, by Deed dated October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, a certified copy of which is attached hereto as a part hereof, marked "Plaintiffs' Exhibit No. 1".

2. That by Deed dated December 7th, 1948, recorded December 9, 1948, in Liber N.B.W. No. 2, folio 252, a Land Record Book for Queen Anne's County,

Maryland, Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, granted and conveyed the aforesaid property unto James E. DeCoursey and as a title reference therein recited that it was the same land that was granted to Jacob Bedwell by Deed dated October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, and which upon the death of Jacob Bedwell intestate, vested in Fannie Cole, George M. Cole and Gladys Brown, his only heirs-at-law. A certified copy of the Deed as recorded in Liber N.B.W., No. 2, folio 252, a Land Record Book for Queen Anne's County, Maryland, is attached hereto as a part hereof and marked "Plaintiffs' Exhibit No. 2".

3. That by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W., No. 2, folio 410, James E. DeCoursey and Ethel M. DeCoursey, his wife, granted and conveyed a portion of the aforesaid property unto John F. Heath and Edith Heath, his wife, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 3".

4. That by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W., No. 6, folio 134, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Winfield Stewart and Dorothy Stewart, his wife, a portion of the aforesaid property, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 4".

5. That by Deed dated June 30, 1954, and recorded August 31, 1954, in Liber T.S.P., No. 17, folio 548, a Land Record Book for Queen Anne's County, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Hollen Winston Taylor a portion of the aforesaid property; a certified copy of said Deed is attached hereto as a part hereof, and marked "Plaintiffs' Exhibit No. 5". and subsequently said parcel of property was by Hollen Winston Taylor and Gladys Taylor, his wife, conveyed unto Daisy Eleanor Heath, by Deed dated October 28, 1957, recorded October 28, 1957, in Liber T.S.P., No. 37, folio 438, a certified copy of said Deed is attached hereto as a part hereof, marked "Plaintiffs' Exhibit No. 6".

6. That the Plaintiffs are in actual and exclusive possession of their respective properties as above described,

7. That the Plaintiffs are now advised that the aforesaid Jacob Bedwell had three children, Hester Bedwell, Charlie Bedwell and Herman Bedwell, all of whom are deceased, but who may have left surviving them either widows or widowers and/or children or grandchildren or other heirs-at-law. If, however, the said Jacob Bedwell left heirs-at-law in addition to those who joined in the Deed to James E. DeCoursey, hereinabove referred to, their names and whereabouts are unknown.

8. That the Plaintiffs do not have an adequate remedy at law or otherwise than in Equity.

WHEREFORE your Plaintiffs pray:

1. That this Court make a final order declaring that the title of the Plaintiffs to their respective real property has been established.

2. That an order be made for publication of notice requiring all persons claiming any interest in the real property above described appear before this Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.

3. That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court as Guardian ad litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' Complaint adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' title thereto, and all unknown heirs of Jacob Bedwell deceased, late of Queen Anne's County, with instructions to him to answer and defend the suit instituted against the aforesaid by the Bill of Complaint filed in the above-entitled cause.

4. And for such other and further relief as the case of the Plaintiffs may require.

AND AS IN DUTY BOUND, ETC.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 9th day of September, 1963, that the Plaintiffs 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 10th day of October, 1963, shall give notice to the Defendants, Fannie Cole, George M. Cole and Viola Cole, his wife, and Gladys Brown and Garland Brown, her husband, and also all other persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' complaint adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' ownership thereto and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, 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 12th day of November, 1963, and file his answer or other defense in the Clerk's Office of said Court at Centreville, Maryland, within fifteen days thereafter, otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL

Clerk

Filed Sept. 9, 1963

PLAINTIFFS' EXHIBIT NO. 1
Filed Sept. 9, 1963

Queen Anne's County, to wit: Be it remembered that on the 6th day of November in the year nineteen hundred and One the following Deed was brought to be recorded, to wit:

This Deed of Conveyance, made this 26th day of October Nineteen hundred by Caroline C. Davis, Trustee, of the City of Baltimore, Charlotte Gosley nee Cole and Charles Gosley, her husband, of Cecil County, State of Maryland; Witnesseth: that for and in consideration of the sum of Two hundred & fifty dollars the said Caroline C. Davis, Charlotte Gosley and Charles Gosley do hereby grant and convey unto Jacob Bi-gell, his heirs, and assigns, in fee simple, all that lot or parcel of land on the north of the public road leading from Queenstown to Wye Mills, in the fifth Election district of Queen Annes County and containing four acres of land more or less. The tract or parcel of land hereby conveyed being the same tract or parcel of land which was conveyed to the said Caroline C. Davis in trust by Emily Cole, colored, for certain purposes therein mentioned, by deed bearing date the nineteenth day of November, eighteen hundred and eighty four and recorded in Liber S.C.D. 5, folio 265, a Land Record book for Queen Anne's County. And the said Caroline C. Davis Charlotte Gosley, and Charles Gosley covenant to warrant specially the property hereby conveyed and to execute such other and further assurances of said land as may be requisite and necessary.

As witness our hands and seals the day and year first above written.

Test as to Caroline C. Davis, Trustee CAROLINE C. DAVIS (SEAL)
Witness: Jasper M. Berry Jr. CHARLOTTE GOSLEY (SEAL)
Albert H. Redding CHARLES GOSLEY (SEAL)

STATE OF MARYLAND, BALTIMORE City, to wit:

I hereby certify that on this 26th day of October nineteen hundred before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Caroline C. Davis Trustee and acknowledged the foregoing deed to be her act.

In Testimony, whereof, I hereunto subscribe my name and notarial seal affix the day and year last above written.

Jasper W. Berry Jr.
Notary Public

Notary
Public
Balto City
Md

STATE OF MARYLAND, Kent County, to wit:

I hereby certify that on this twenty ninth day of October nineteen hundred, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Cicil County aforesaid, personally appeared Charlotte Gosley and Charles Gosley, her husband, and did each acknowledge the foregoing deed to be their respective act.

Clerk of Court as to authority of
Certificate of J P recorded on folio
587, this Liber

Albert H. Redding J.P.
Justice of the Peace

Plaintiff's Exhibit No. 1

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.E.G. No. 2, folio 409, 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 9th day of September in the year nineteen hundred and sixty-three.

Circuit
Court
Seal

CHARLES W. CECIL
Clerk

Filed Sept. 9, 1963

PLAINTIFF'S EXHIBIT NO. 2
Filed Sept. 9, 1963

.....
#27,238. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Ninth day of December, in the year nineteen hundred and forty eight, the following Deed was brought to be recorded, to wit:-

One-Fifty Five Cent Recordation Tax
Stamp. Endorsed RTE 10/9/48

THIS DEED made this 7th day of December in the year nineteen hundred and forty eight by Fanny Cole, widow, George M. Cole and Viola V. Cole, his wife, all of County of Philadelphia, State of Pennsylvania, and Gladys Brown and Garland Brown, her husband, of Kent County, State of Delaware,

WITNESSETH:

WHEREAS, Jacob Bedwell died intestate in Queen Anne's County, Maryland, more than twenty years ago, leaving surviving him as his only heirs at law, the

said Fanny Cole, George M. Cole and Gladys Brown:

Now therefore in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), the receipt of which is hereby acknowledged, the said Fanny Cole, George M. Cole and Viola Cole, his wife, and the said Gladys Brown and Garland Brown, her husband, do hereby grant and convey unto and to James E. DeCoursey, his heirs and assigns, in fee simple, all that lot or tract of land situate, lying and being on the North side of the public road from Queenstown to Wye Mills, in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described as follows, to wit: Beginning for the same at a stone near where an oak tree now stands or stood on the line running between the land formerly owned by George Coursey and the land formerly owned by Perry Coursey and running from thence to the aforesaid public road; thence with said road to the lot of land formerly owned by Solomon Bolding; thence with said last named lot to the aforesaid line of the George Coursey lot or the lot formerly owned by him, thence with said aforesaid line to the place of beginning, containing four acres of land, more or less; being the same land granted to Jacob Bedwell by deed dated October 26th., 1900, and recorded in Liber J.E.G. No. 2, folio 409, a Land Record Book for Queen Anne's County, from Caroline C. Davis, Trustee, Charlotte Gosley and Charles Gosley, her husband, and which upon the death of Jacob Bedwell intestate vested in the within named grantors as his on only heirs-at-law.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining to the same.

TO HAVE AND TO HOLD the within described premises, appurtenances, improvements and advantages unto the use and benefit of the said James E. DeCoursey, his heirs and assigns forever.

AND the said Fanny Cole, George M. Cole and Gladys Brown do hereby covenant that they have not done any act or thing nor suffered to the same to be done by others to encumber said property and they will warrant specially the title to the land hereby granted and conveyed or intended to be so granted and conveyed and will execute such other and further assurances of same as may be now or shall hereafter become requisite or necessary.

In witness whereof we have hereunto subscribed our names and affixed our seals.

Witness as to Fanny Cole, George M. Cole and Viola V. Cole, his wife:	<u>FANNY COLE</u> (SEAL) Fanny Cole
	<u>GEORGE M. COLE</u> (SEAL) George M. Cole
Witness as to Gladys Brown and Garland Brown, her husband:	<u>VIOLA V. COLE</u> (SEAL) Viola V. Cole
<u>ELMER G. THOMAS</u> Elmer G. Thomas	<u>GLADYS BROWN</u> (SEAL) Gladys Brown
	<u>GARLAND BROWN</u> (SEAL) Garland Brown

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, to wit:

I hereby certify that on this 7 day of December, 1948, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Philadelphia County, personally appeared the above named Fanny Cole, George M. Cole and Viola V. Cole, his wife, and each acknowledged the within and foregoing deed to be their respective act and deed. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and date last above written.

Notary
Public
Seal.

REBECCA P. McFADDEN
Rebecca P. McFadden
Notary Public
My Commission expires
2/7/51

STATE OF DELAWARE, KENT COUNTY, to wit:

I hereby certify that on this 7 day of December, 1948, before me, the subscriber, a Notary Public of the State of Delaware in and for Kent County, personally appeared before me the above named Gladys Brown and Brown, her husband, and each acknowledged the within and foregoing deed to be their respective act and deed. In witness whereof I have hereunto subscribed my name and affixed by Notarial Seal, the day and date last above written.

Notary
Public
Seal.

ELMER G. THOMAS
Elmer G. Thomas
Notary Public

My commission expires Oct 22nd 1949

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken from the Original recorded in Liber N.B.W. No. 2, folio 252, 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 9th day of September in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

Filed Sept. 9, 1963
Plaintiff's Exhibit No. 2

PLAINTIFFS' EXHIBIT NO. 3
Filed Sept. 9, 1963

.....
#27,364. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Sixth day of January, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent Int.
Rev. Stamps. Endorsed JEH. 1/26/49.

One-Fifty Five Cent Recordation Tax
Stamp. Endorsed J.E.H. 1/26/49.

THIS DEED made this 26th day of January in the year nineteen hundred and forty nine by James E. DeCoursey and Ethel M. Decoursey, his wife, of Queen Anne's County, State of Maryland,

WITNESSETH:

That for and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00), the receipt of which is hereby acknowledged, the said James E. DeCoursey and the said Ethel M. DeCoursey, his wife, do hereby grant and convey unto and to John F. Heath and Edith Heath, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all that tract or lot of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland adjoining on the North the property of Ella Scott, on the South other property of the said James E. DeCoursey, bounded on the West by the State Road from Wye Mills to Matapeake and on the East by the property of Theodore Fletcher, and more particularly described in a Survey made by John C. Fisher on the 3rd. day of January, 1949, which certificate of survey and Plat is filed herewith, and which described the land as follows, to wit: Beginning for the outlines thereof at a fence post on the East side of said Wye Mills-Matapeake Road at the South West corner of the land of Ella Scott, thence with said Road South 16 degrees West, 85 feet to a stake, thence with a new line North 84 degrees East 594 feet to a stake on the line of the land of Theodore Fletcher at a wire fence; thence with said Fletcher Land and wire fence North 18 degrees and 15 minutes East, 67.5 feet to an iron axle; thence with the land of Ella Scott South 86 degrees West, 637 feet to the place of beginning, containing one and one tenth (1.1) acres, more or less, being a part of the land granted and conveyed to the said James E. DeCoursey by deed dated December 7th., 1948, from Fanny Cole et al, and recorded in Liber N.B.W. No.2, folio 252, a Land Record Book for Queen Anne's County.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining to the same.

AND the said James E. DeCoursey does hereby covenant that he has done no act or thing nor suffered the same to be done by others to encumber the land hereby granted and conveyed or intended to be granted and conveyed and that he will warrant the same specially and will execute such other and further assurances of title to the same as may be now or shall hereafter become requisite or necessary.

In witness whereof we have hereunto subscribed our names and affixed our seals.

Witness as to both grantors:
W. I. TUTTLE
W. I. Tuttle
JAMES E. DeCOURSEY (SEAL)
James E. DeCoursey
ETHEL M. DeCOURSEY (SEAL)
Ethel M. DeCoursey

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 26 day of January 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared the above named grantors, James E. DeCoursey and Ethel M. DeCoursey, his wife, and each acknowledged the within and foregoing deed to be their respective act and deed. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and date last above written.

Notary Public Seal
WASHINGTON I. TUTTLE
Washington I. Tuttle
Notary Public Com ex May 1. 1949

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is taken from the original recorded in Liber N.B.W. No. 2, folio 410, 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 9th day of September in the year nineteen hundred and sixty-three.
CHARLES W. CECIL
Clerk

PLAINTIFFS' EXHIBIT NO. 3

Filed Sept. 9, 1963

PLAINTIFFS' EXHIBIT NO. 4

Filed Sept. 9, 1963

.....
#28,884. QUEEN ANNE'S COUNTY, to wit; Be it remembered that on this Sixteenth day of May, in the year nineteen hundred, and fifty, the following Deed was brought to be recorded, to wit:-

One-Five Cent and Two-Twenty Five Cent
Int. Rev. Stamps. Endorsed WS 5/6/50.

One-Fifty Five Cent Recordation Tax
Stamp. Endorsed WS 5/16/50.

THIS DEED made this 15th day of May in the year nineteen hundred and fifty by JAMES E. DeCOURSEY and ETHEL M. DeCOURSEY, his wife, of Queen Anne's County, State of Maryland,

WITNESSETH:

That for and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00), the receipt of which is hereby acknowledged, the said James E. DeCoursey and the said Ethel M. DeCoursey, his wife, do hereby grant and convey unto and to WINFIELD STEWART and DOROTHY STEWART, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot or tract of land situate, lying and being on the East side of the Wye Mills, -Matapeake State Road in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the farm of Theodore Fletcher and the land of James E. Heath and wife and described as follows, to wit:

BEGINNING FOR THE outlines thereof at a stake at the South west corner of the Heath lot and on the East side of the aforesaid State Road, thence with the said State Road South 16 degrees East, 85 feet to a stake; thence North 82 degrees East, 551 feet to a stake on line with the land of Theodore Fletcher at a wire fence, thence with said Fletcher Land and wire fence North 18 degrees 15 minutes East, 67.5 feet to a stake; thence with the Heath lot South 84 degrees West, 594 feet to the place of beginning, containing ninety five one hundredths of an acre of land, more or less; being a part of the land granted and conveyed to the said James E. DeCoursey by deed bearing date of December 7th., 1948, from Fannie Cole et al. and recorded in Liber N.B.W. No. 2, folio 252 & etc., a Land Record Book for Queen Anne's County.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges, and advantages thereto attached or appertaining thereto.

AND the said James E. DeCoursey does hereby warrant specially the title to the same and will execute such other and further assurances of title to the same as may be requisite or necessary.

In witness whereof we have hereunto subscribed our names and affixed our seals.

Witness as to both grantors:

CATHERINE A. BUTLER
Catherine A. Butler

JAMES E. DeCOURSEY (SEAL)
James E. DeCoursey

ETHEL M. DeCOURSEY (SEAL)
Ethel M. DeCoursey

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 15th day of May 1950, before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared the above named, James E. DeCoursey and Ethel M. DeCoursey, his wife, and each acknowledged the within and foregoing deed to be their respective act and deed. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

Notary
Public
Seal

CATHERINE A. BUTLER
Catherine A. Butler
Notary Public

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken from the original and recorded in Liber N.B.W. No. 6, folio 134, 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 9th day of September, in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

PLAINTIFFS' EXHIBIT NO. 4

Filed Sept. 9, 1963

PLAINTIFFS' EXHIBIT NO. 5
Filed Sept. 9, 1963

#34,975

LIBER 17 PAGE 548

RECEIVED FOR RECORD Aug. 31, 1954

One-Fifty-five Cent Int. Rev. Stamp

One-Fifty-five Cent Recordation
Stamp. Endorsed _____

THIS DEED made this 30th day of June in the year nineteen hundred and fifty four by JAMES E. DeCOURSEY and ETHEL M. DeCOURSEY, his wife, of Queen Anne's County, State of Maryland,

W I T N E S S E T H:

That for and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00), the receipt of which is hereby acknowledged, the said James E. DeCoursey and the said Ethel M. DeCoursey, his wife, do hereby grant and convey unto and to HOLLEN WINSTON TAYLOR, his heirs and assigns, in fee simple, All that lot or tract of land, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described as follows, to wit: Beginning for same at a point, on the East side of the Wye Mills-Matapeake State Road, which is eighty five (85) feet North 16 degrees West from an iron rod at the North West Corner of a lot now or formerly owned by Wright Everngam, thence with the lot of or formerly of John Newton North 80 degrees East, five hundred and eight (508) feet to the land now or formerly owned by Theodore Fletcher; thence with same North 18 degrees 15 minutes East, sixty seven and one half (67.5) feet; thence South 82 degrees West, five hundred and fifty one (551) feet to the East side of the aforesaid State Road; thence with said road South 16 degrees East, eighty five (85) feet to the point of beginning, containing eighty seven one hundredths (.87) of an acre of land, more or less, being a part of the land granted and conveyed to the said James E. DeCoursey from Fannie Cole et al. by deed dated December 7, 1948, and recorded in Liber N.B.W. No. 2, folio 252 & etc., a Land Record Book for Queen Anne's County.

TOGETHER with all buildings thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining to the same

TO HAVE AND TO HOLD the aforesaid premises, appurtenances, improvements and advantages unto the use of the said Hollen Winston Taylor, his heirs and assigns forever.

AND the said James E. DeCoursey does hereby covenant that he had done no act or thing nor suffered the same to be done by others to encumber the title to the property hereby granted and conveyed or intended to be granted and conveyed, and that he will warrant specially the title to same and will execute such other and further assurances of same as may be now or shall hereafter become requisite or necessary.

In testimony whereof we have hereunto subscribed our names and attached our seals.

Test as to both grantors:

WILLIAM R. WOLCOTT
William R. Wolcott

JAMES E. DECOURSEY (SEAL)
James E. DeCoursey

ETHEL M. DECOURSEY (SEAL)
Ethel M. DeCoursey

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 30th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland is and for Queen Anne's County, personally appeared the above named grantors, James E. DeCoursey and Ethel M. DeCoursey, his wife, and each acknowledged the foregoing deed to be their respective act and deed, in witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

WYE MILLS F. CO.

Notary
Public
Seal.

WILLIAM R. WOLCOTT
William R. Wolcott
Notary Public
My commission Expires May 2, 1955

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken from the original, recorded in Liber T.S.P. No. 17, folio 548, 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 9th day of September, in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
Clerk

PLAINTIFFS' EXHIBIT NO 5
Filed Sept. 9, 1963

PLAINTIFFS' EXHIBIT NO. 6
Filed Sept. 9, 1963

#39,870

LIBER 37 PAGE 438

RECEIVED FOR RECORD Oct. 28, 1957

THIS DEED made this 28th day of October, in the year one thousand nine hundred fifty-seven, by Hollen Winston Taylor and Gladys Taylor, his wife, of Queen Anne's County, Maryland, at the time of the execution of these presents.

WITNESSETH: That, in consideration of the sum of Two Hundred and Fifty Dollars (\$250.00), the receipt of which is hereby acknowledged, the said Hollen Winston Taylor and Gladys Taylor, his wife, do hereby grant and convey unto Daisy Eleanor Heath, her heirs and assigns, in fee simple, the following described property and real estate, to wit:

ALL that lot, parcel and tract of land situate, lying and being in the fifth Election District of Queen Anne's County, State of Maryland, bounded on the north by the lands of Winfield Stewart, bounded on the east or near by the lands of Theodore Fletcher, bounded on the south by the lands of John or Edward Newton, and bounded on the west by State Road former Route 404, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the east side of the Wye Mills-Matapeake State Road which is 85 feet North 36 deg. west from an iron rod at the northwest corner of a lot now or formerly owned by Wright Everngam, thence with lot of or formerly of John (or Edward) Newton

North 80 deg. east, 508 feet to the land now or formerly owned by Theodore Fletcher; thence with same

North 18 deg. 15 min. east, 67.5 feet to the east side of the Winfield Stewart land; thence with Winfield Stewart lands

South 82 deg. west, 551 feet to the east side of the aforesaid State Road Route 404; thence with said road

South 36 deg. east, 85 feet to the point of beginning,

containing Eighty seven one hundredths (.87) Acre of land, more or less, according to Certificate and Plat of Survey made by John C. Fisher, surveyor on Jan. 3rd, 1949, which Plat and certificate are filed with this deed.

Being the same and all the property conveyed unto Hollen Winston Taylor by James E. DeCoursey and wife by deed dated June 30th, and recorded in Land Liber T.S.P. #17, folio 548.

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

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Daisy Eleanor Heath, her heirs and assigns, in fee simple, forever.

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

WITNESS the hands and seals of said Grantors.

TEST:

HELEN E. PARDEE
Helen E. Pardee

HOLLEN WINSTON TAYLOR (SEAL)
Hollen Winston Taylor

HELEN E. PARDEE
Helen E. Pardee

GLADYS TAYLOR (SEAL)
Gladys Taylor

STATE OF MARYLAND, :
QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day of October, 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 the County aforesaid, personally appeared Hollen Winston Taylor and Gladys Taylor, his wife, the Grantors herein, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Notary
Public
Seal

HELEN E. PARDEE
Helen E. Pardee
Notary Public

One-Fifty-five Cent Intl Rev. Stamp

One-One Dollar Ten Recordation
Stamp. Endorsed _____

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken from the original, and recorded in Liber T.S.P. No. 37, folio 438, 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 9th day of September in the year nineteen hundred and sixty-three.

CHARLES W. CECIL
CLERK

PLAINTIFFS' EXHIBIT NO. 6
Filed Sept. 9, 1963

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed April 6, 1964

JAMES E. THOMPSON, JR.
Attorney at Law
Centreville, Maryland

JOHN F. HEATH and EDITH HEATH,
his wife, Queenstown, Maryland,
and WINFIELD STEWART and DOROTHY
STEWART, his wife, Queenstown,
Queen Anne's County, Maryland,
and DAISY ELEANOR HEATH, Queens-
town, Queen Anne's County, Mary-
land,

Plaintiffs

vs.

FANNIE COLE, Street Address Un-
known, Philadelphia, Pennsylvania,
and GEORGE M. COLE and VIOLA COLE,
his wife, Street Address Unknown,
Philadelphia, Pennsylvania, and
GLADYS BROWN and GARLAND BROWN, her
husband, Exact Address Unknown, Kent
County, Delaware, AND ALSO ALL OTHER
PERSONS UNKNOWN CLAIMING ANY RIGHT,
TITLE, ESTATE, LIEN OR INTEREST IN
THE REAL PROPERTY DESCRIBED IN PLA-
INTIFFS' COMPLAINT ADVERSE TO THE
PLAINTIFFS' OWNERSHIP OR ANY CLOUD
UPON THE PLAINTIFFS' OWNERSHIP
THERETO AND ANY UNKNOWN HEIRS OF
JACOB BEDWELL, DECEASED, LATE OF
QUEEN ANNE'S COUNTY STATE OF
MARYLAND,

Defendants

In the Circuit Court for Queen
Anne's County

Equity No. 4582

ORDER OF PUBLICATION

The object of the Bill of Complaint filed in the above entitled cause is to quiet title to the following three parcels of land.

PARCEL NO. 1: ALL that tract or lot of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining on the North the property of Ella Scott, on the South other property of the said James E. DeCoursey, bounded on the West by the State Road from Wye Mills to Matapeake and on the East by the property of Theodore Fletcher, and more particularly described in a survey made by John C. Fisher on the 3rd day of January, 1949, which certificate of survey and plat is filed herewith and which described the land as follows:

BEGINNING for the outlines thereof at a fence post on the East side of said Wye Mills-Matapeake Road at the Southwest corner of the land of Ella Scott, thence with said road, South 16 degrees East 85 feet to a stake, thence with a new line North 84 degrees East 594 feet to a stake on the line of the land of Theodore Fletcher at a wire fence; thence with said Fletcher Land and wire fence North 18 degrees and 15 minutes East 67.5 feet to an iron axle; thence with the land of Ella Scott South 86 degrees West 637 feet to the place of beginning, containing one and one tenth (1.1) acre, more or less.

BEING the same and all the land granted and conveyed to John F. Heath and Edith Heath, his wife, by James E. DeCoursey et ux, by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W. No. 2, folio 410, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 2: ALL that lot or tract of land situate, lying and being on the East side of the Wye Mills-Matapeake State Road in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the farm of Theodore Fletcher and the land of James E. Heath and wife, and described as follows, to wit:

BEGINNING for the outlines thereof at a stake at the Southwest corner of the Heath lot and on the East side of the aforesaid State Road, thence with the said State Road South 16 degrees East, 85 feet to a stake; thence North 82 degrees East 551 feet to a stake on line with the land of Theodore Fletcher at a wire fence; thence with said Fletcher land and wire fence North 18 degrees 15 minutes East 67.5 feet to a stake; thence with the Heath lot South 84 degrees West 597 feet to the place of beginning. Containing ninety-five one hundredths of an acre of land, more or less.

BEING all of the land granted and conveyed to Winfield Stewart and Dorothy Stewart, his wife, by James E. DeCoursey and wife by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W. No. 6, folio 134, a Land Record Book for Queen Anne's County, Maryland.

PARCEL NO. 3: ALL that lot, parcel and tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the North by the lands of Winfield Stewart, bounded on the East or rear by the lands of Theodore Fletcher, bounded on the south by the lands of John or Edward Newton, and bounded on the West by State Road former Route 404, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the East side of the Wye Mills-Matapeake Road which is 85 feet North 16 degrees West from an iron rod at the northwest corner of a lot now or formerly owned by Wright Everngam; thence with lot of or formerly of John (or Edward) Newton, North 80 degrees East 508 feet to the land now or formerly owned by Theodore Fletcher; thence with same North 18 degrees 15 minutes East 67.5 feet to the east side of the Winfield Stewart land; thence with the Winfield Stewart land; thence with Winfield Stewart Lands, South 82 degrees West 551 feet to the east side of the aforesaid State Road Route No. 404; thence with said road South 16 degrees East, 85 feet to the point of beginning. Containing eighty-seven one hundredths (.87) acre of land, more or less, according to certificate and plat of survey made by John C. Fisher, surveyor, on January 3, 1949, which plat and certificate are filed with this deed.

BEING the same and all of the land granted and conveyed to Daisy Eleanor Heath, by Hollen Winston Taylor and wife; by Deed dated October 28, 1957, recorded October 28, 1957, in Liber T.S.P. No. 37, folio 438, a Land Record Book for Queen Anne's County, Maryland.

The Bill of Complaint states as follows:

The Plaintiff complain of the Defendants above-named and also of all other persons unknown claiming any right, title, estate, lien or interest in the real property hereinafter described adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' title thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, Maryland; and for further cause of action allege:

1. That Jacob Bedwell departed this life seized and possessed of a parcel of land conveyed unto him by Caroline C. Davis, Trustee, et al, by Deed dated October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, a certified copy of which is attached hereto as a part hereof, marked "Plaintiffs' Exhibit No. 1".
2. That by Deed dated December 7th, 1948, recorded December 9, 1948, in Liber N.B.W. No. 2, folio 252, a Land Record Book for Queen Anne's County, Maryland, Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband granted and conveyed the aforesaid property unto James E. DeCoursey and as a title reference therein recited that it was the same land that was granted to Jacob Bedwell by Deed dated October 26, 1900, recorded in Liber J.E.G., No. 2, folio 409, and which upon the death of Jacob Bedwell intestate, vested in Fannie Cole, George M. Cole and Gladys Brown, his only heirs-at-law. A Certified copy of the Deed as recorded in Liber N.B.W., No. 2, folio 252, a Land Record Book for Queen Anne's County, Maryland, is attached hereto as part hereof and marked "Plaintiffs' Exhibit No. 2".
3. That by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W., No. 2, folio 410, James E. DeCoursey and Ethel M. DeCoursey, his wife, granted and conveyed a portion of the aforesaid property unto John F. Heath and Edith Heath, his wife, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 3".
4. That by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W., No. 6, folio 134, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Winfield Stewart and Dorothy Stewart, his wife, a portion of the aforesaid property, a certified copy of said Deed is attached hereto as a part hereof marked "Plaintiffs' Exhibit No. 4."
5. That by Deed dated June 30, 1954, and recorded August 31, 1954, in Liber T.S.P., No. 17, folio 548, a Land Record Book for Queen Anne's County, James E. DeCoursey and Ethel M. DeCoursey, his wife, conveyed unto Hollen Winston Taylor a portion of the aforesaid property; a certified copy of said Deed is attached hereto as a part hereof, and marked "Plaintiffs' Exhibit No. 5," and Subsequently said parcel of property was by Hollen Winston Taylor and Gladys Taylor, his wife, conveyed unto Daisy Eleanor Heath, by Deed dated October 28, 1957, recorded October 28, 1957, in Liber T.S.P., No. 37, folio 438, a certified copy of said Deed is attached hereto as a part hereof, marked "Plaintiff' Exhibit No. 6,"
6. That the Plaintiffs are in actual and exclusive possession of their respective properties as above described.
7. That the Plaintiffs are now advised that the aforesaid Jacob Bedwell had three children, Hester Bedwell, Charlie Bedwell and Herman Bedwell, all of whom are deceased, but who may have left surviving them either widows or widowers and/or children or grandchildren or other heirs-at-law. If, however, the said Jacob Bedwell left heirs-at-law in addition to those who joined in the Deed to James E. DeCoursey, hereinabove referred to, their names and whereabouts are unknown.
8. That the Plaintiffs do not have an adequate remedy at law or otherwise than in Equity.

WHEREFORE your Plaintiffs pray:

1. That this Court make a final order declaring that the title of the plaintiffs to their respective real property has be esbablished.
2. That an order be made for publication of notice requiring all persons claiming any interest in the real property above described appear before this Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.
3. That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court as Guardian and litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' Complaint adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' title thereto, and all unknown heirs of Jacob Bedwell deceased, late of Queen Anne's County, with instructions to him to answer and defend the suit instituted against the aforesaid by the Bill of Complaint filed in the above-entitled cause.
4. And for such other and further relief as the case of the Plaintiffs may require.

AND AS IN DUTY BOUND, ETC.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 9th day of September, 1963, that the Plaintiffs 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 10th day of October, 1963, shall give notice to the Defendants, Fannie Cole, George M. Cole and Viola Cole, his wife, and Gladys Brown and Garland Brown, her husband, and also all other persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' complaint adverse to the Plaintiffs' ownership or any cloud upon the Plaintiffs' ownership thereto and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, 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 12th day of November, 1963, and file his answer or other defense in the Clerk's Office of said Court at Centreville, Maryland, within fifteen days thereafter, otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL, Clerk

Filed: Sept. 9, 1963
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 12, 1964

THE RECORD-OBSERVER CORPORATION, A body corporate, does hereby certify that the ORDER OF PUBLICATION EQUITY NO. 4582 in the case of JOHN F. HEATH AND EDITH HEATH, HIS WIFE, QUEENSTOWN, MARYLAND, VS. FANNIE COLE, STREET ADDRESS UNKNOWN, PHILADELPHIA, PENNSULVANIA AND GEORGE M. COLE AND VIOLA COLE, HIS WIFE, STREET ADDRESS UNKNOWN, PHILADELPHIA, PENNSYLVANIA 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 10 day of OCTOBER, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of SEPTEMBER 1963, and the last insertion on the 3 day of OCTOBER, 1963

THE RECORD-OBSERVER CORPORATION

By RICHARD E. HURLOCK

Filed April 6, 1964

PETITION OF PLAINTIFF FOR DECREE
PRO CONFESSO
Filed April 6, 1964

JOHN F. HEATH, et al
Plaintiffs

VS.

FANNIE COLE, et al
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Equity No. 4582

* * * * *

TO THE HONOTABLE, THE JUDGES OF SAID COURT:

The Petition of John F. Heath, et al, Plaintiffs, by James E. Thompson, Jr., their attorney, unto your Honors respectfully shows:

1. That the Defendants, Fannie Cole, George M. Cole, Viola Cole, Gladys Brown and Garland Brown, have been duly served with the Bill of Complaint in the above entitled case by Order of Publication.
2. That said Bill of Complaint has been duly served as required by law in such case made and provided and the Defendants have failed to appear in this Court, either in person or by solicitor, within the time prescribed by ruly of Court, and file their answer or other defense to the Bill of Complaint.
3. That your Plaintiffs are advised and therefore allege that they have the right to secure a decree pro confesso against the Defendants, and that the

papers be submitted to an Examiner of this Court so that the Plaintiffs may offer testimony to support the allegations of their Bill of Complaint.

TO THE END THEREFORE:

a) That a decree pro confesso may be granted by this Court against the Defendants, Fannie Cole, George M. Cole, Viola Cole, Gladys Brown, and Garland Brown, all adult Defendants.

b) That the papers in this cause may be submitted to one of the standing Examiners of this Court so that the Complainant may take testimony to support the allegations of the Bill of Complaint.

c) That your Petitioner may have such other and further relief as her case may require.

AND AS IN DUTY BOUND, ETC.

JAMES E. THOMPSON JR
James E. Thompson, Jr.
Attorney for Plaintiffs

Filed April 6, 1964

PETITION OF PLAINTIFF FOR DECREE
PRO CONFESSO
Filed April 6, 1964

JOHN F. HEATH, et al	*	IN THE CIRCUIT COURT
Plaintiffs	*	
	*	
vs.	*	FOR
	*	
FANNIE COLE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	Equity No. 4582
	*	

* * * * *

TO THE HONOTABLE, THE JUDGED OF SAID COURT:

The Petition of John F. Heath, et al, Plaintiffs, by James E. Thompson, Jr., their attorney, unto your Honors respectfully represents:

1. That as will appear by reference to the Bill of Complaint in this cause there are possibly "other persons unknown claiming a right, title, estate, lien or interest in the real property described in the Plaintiffs' Complaint adverse to the Plaintiffs' ownership, or any cloud upon the Plaintiffs' ownership thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County".

2. That there has been issued an duly published in The Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, an Order of Publication giving notice to all unknown heirs or claimants as above set forth.

WHEREFORE, your Petitioner prays this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for all persons unknown claiming any right, title, estate, lien or interest in the real property described in Plaintiffs' Complaint adverse to the Plaintiffs' ownership, or any cloud upon the Plaintiffs' ownership thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, State of Maryland, with instructions to said Guardian Ad Litem to answer and defend said suit for all such owners, claimants, or heirs.

JAMES E. THOMPSON JR
James E. Thompson, Jr.
Attorney for Plaintiffs

Filed April 6, 1964

ORDER OF COURT
Filed Field April 13, 1964

ORDER OF COURT

Upon the foregoing Petition, it is this 13th day of April, 1964, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that VACHEL A. DOWNES JR., ESQ. of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem for all persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiffs' Complaint in Cause No. 4582 adverse to the Plaintiffs' ownership, or any cloud upon the Plaintiffs' ownership thereto, and any unknown heirs of Jacob Bedwell, deceased, late of Queen Anne's County, State of Maryland, with instructions to answer and defend the suit instituted against said persons by the Bill of Complaint filed in the above entitled cause.

THOS J KEATING JR.
JUDGE

Filed April 13, 1964

ANSWER
Filed May 4, 1964

JOHN F. HEATH, et. al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY, IN EQUITY

FANNIE COLE, et. al.

No. 4582

* * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Vachel A. Downes, Jr., Guardian Ad Litem for all persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's complaint adverse to the Plaintiff's ownership or any cloud upon the Plaintiff's ownership thereto, and any unknown heirs of Jacob Bedwell, deceased, for an Answer to the Bill of Complaint heretofore filed in this cause says:

That such Defendants can neither admit nor deny any of the matters or things alleged in the said Bill of Bomplaint, and submit thier rights to the protection of this Honorable Court.

Respectfully submitted,

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Guardian Ad Litem

I hereby certify that a copy of the foregoing Answer was served on James E. Thompson, Jr., Solicitor for the Plaintiff's by leaving a copy of the same at his law office at 117 Lawyer's Row, Centreville, Maryland, this 2nd day of May, 1964.

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Guardian Ad Litem

Filed May 4, 1964

AFFIDAVIT

Filed June 5, 1964

JOHN F. HEATH, et.al.

*

IN THE CIRCUIT COURT FOR

vs.

*

QUEEN ANNE'S COUNTY

FANNIE COLE, et. al.

*

In Equity No. 4582

* * * * *

AFFIDAVIT

STATE OF MARYLAND)
)
QUEEN ANNE'S COUNTY;)

TO WIT:

I HEREBY CERTIFY, that on this 5th day of June. 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John F. Heath and Edith Heath, his wife, Winfield Steward, and Daisy Eleanor Heath, and made oath in due form of law that they had made diligent inquiry in an effort to locate the addresses for Fannie Cole, George M. Cole, Viola Cole, Gladys Brown, and Garland Brown, and also to locate the names and addresses of all other heirs of Jacob Bedwell, but have been unable to locate addresses for known heirs or names and addresses for the unknown heirs.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public

My Commission Expires:
May 3, 1965

Notary
Public
Seal

Filed June 5, 1964

ORDER OF COURT
Filed June 5, 1964

ORDER OF COURT

The foregoing Petition having been read and considered and it appearing that the adult Defendants, Fannie Cole, George M. Cole, Viola Cole, Gladys Brown, and Garland Brown, have been duly served with the Bill of Complaint by Order of Publication, and have failed to appear either in person or by solicitor to the Bill of Complaint, or file an answer thereto, it is this 5th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUSTED, ORDERED and DECREED, that the Plaintiffs are entitled to relief in the premises and that the Bill of Complaint be and it is hereby taken pro confesso against the adult Defendants, Fannie Cole, George M. Cole, Viola Cole, Gladys Brown, and Garland Brown, but because it does not certainly appear to what relief the Plaintiffs entitled, IT IS FURTHER ADJUSTED, ORDERED and DECREED, that leave be granted to the Plaintiffs to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill of Complaint.

THOS J KEATING JR
JUDGE

Filed June 5, 1964

TESTIMONY

Filed June 12, 1964

The first witness, John Frederick Heath, being first duly sworn, did depose and say:

Questions by Mr. Thompson:

Q: State your name, age, and address.

A: My name is John Frederick Heath, address Queenstown, Maryland, age 39.

Q: Are you married?

A: Yes, I am married, family of four.

Q: What is your wife's name?

A: My wife's name is Evelyn Edith Heath.

Q: Were you ever acquainted with anyone by the name of Jacob Bedwell?

A: I have been advised by my attorney that he owned my property at one time, but I never knew him.

Q: Can you identify this paper writing?

A: It's a deed from Caroline C. Davis and some other people to Jacob Bigell. It's for some property in the Fifth District and the property I own is a part of it.

By Mr. Thompson:

Mr. Examiner, I would like to have this certified copy of deed introduced into evidence and marked Plaintiff's Exhibit No. 1.

Q: Will you identify this paper writing?

A: This is a copy of a deed from Fannie Cole, George M. Cole, and Viola V. Cole, and Gladys Brown and Garland Brown to James E. DeCoursey for four acres of ground. This is the same property in the deed before Plaintiff's Exhibit No. 1, and my property is now a part of this.

By Mr. Thompson:

Mr. Examiner, I would like to introduce this paper writing into evidence and have the same marked Plaintiff's Exhibit No. 2.

Questions by Mr. Thompson:

Q: Do you know whether or not the people who gave the deed, that is Plaintiff's Exhibit No. 2, to James E. DeCoursey were the only heirs at law or the only relatives of Jacob Bedwell, as they claimed to be?

A: No. I don't.

Q: Do you know any of the people who gave the deed to James DeCoursey, that is do you know Fannie Cole, George M. Cole, Viola Cole, Gladys Brown, or Garland Brown or any of them?

A: No. I don't.

Q: Have you ever heard of any other relatives that Jacob Bedwell may have had?

A: When I tried to get a loan from the Queenstown Bank to build on to my house, they said my title wasn't clear because we didn't know if there were any other relatives of Jacob Bedwell. Mr. Friel said he understood Bedwell had a child who lived somewhere in Virginia, he thought, and whose name was Charles Homier.

Q: Do you know if Charles Homier was legitimate or an illegitimate child of Jacob Bedwell?

A: I don't know but it looks like if he was legitimate his name would have been Bedwell and not Homier.

Q: Have you made any effort to locate Charles Homier?

A: Yes, we tried through Mr. Friel, Mr. John Palmer Smith, we wrote letters to Charles Homier at different cities in Virginia, and also wrote to Charles Bedwell at different cities in Virginia. We also tried through Joe Rhyans. It's been a long time, right now I'm not sure if Mr. Rhyans said Charles Homier was a son or grandson. He may have been grandson of Bedwell.

Q: Will you identify this paper writing?

A: That's my deed. That's the deed for my property that James DeCoursey gave me when I bought the property in 1949.

By Mr. Thompson:

Mr. Examiner, I would like to introduce this paper writing into evidence and have the same marked Plaintiff's Exhibit No. 3.

Questions by Mr. Thompson:

Q: Have you put any improvements on the property?

A: A bungelow, a garage, and a tool shed.

Q: How much did these items cost you?

A: When I built the house in 1949, it cost \$3,000.00. I built the garage myself, it cost about \$200.00. I built the tool shed myself and I don't have much in it, not over \$100.00.

Q: Has anyone, including this Charles Homier of Charles Bedwell, ever made any claim to your property?

A: No, they haven't.

Q: Why did you bring this law suit to clear your title?

A: Because I want to build on to my house and I want to borrow some money from the bank, and I also want to clear my title up so I can leave my house to my wife and children.

Q: Do you know if any body else bought any of this property from James DeCoursey?

A: Winfield Stewart, my sister and a man named Gernert.

Q: Is your sister Daisey Heath?

A: Yes.

Q: Do you know why Mr. Gernert didn't join into this suit with you?

A: Begining he said he was but he didn't want to put up any money so we went on without him.

Q: Can you identify this paper writing?

A: That's a copy of the deed from DeCoursey to Winfield Stewart and his wife. They own the lot right adjoining mine and it was part of the same piece.

By Mr. Thompson:

Mr. Examiner, I would like to offer this deed into evidence and have the same marked Plaintiff's Exhibit No. 4.

Q: Will you identify this paper writing?

A: That's a deed from James DeCoursey to Holland Winston Taylor. He sold to Daisey, my sister, Daisey Heath. This lots next to Winfield and is part of the same piece.

By Mr. Thompson:

Mr. Examiner, I would like to offer this deed into evidence and have the same marked Plaintiff's Exhibit No. 5.

Q: Will you identify this paper writing?

A: That's the deed from Holland Winston Taylor and Gladys Taylor to my sister, Daisey Eleanor Heath. That's the lot that joins Winfield and is part of the same property.

By Mr. Thompson:

Mr. Examiner, I would like to offer this deed into evidence and have the same marked Plaintiff's Exhibit No. 6.

Q: Are there any improvements on either your sister's lot or Winfield Stewart's lot?

A: No there's not.

Q: Since you purchased your property in 1949, have you been in actual and exclusive possession of that property?

A: Yes.

Q: Do you know if Winfield Stewart and your sister, Daisey Heath, have, since they bought their lots, been in actual and exclusive possession of them.

A: Yes, they have.

The second witness, Winfield Stewart, being first duly sworn, did depose and say:

Questions by Mr. Thompson:

Q: Will you state your name, address, and age please?

A: My name is Winfield Stewart, Queenstown, Maryland, age 51.

Q: I show you Plaintiff's Exhibit No. 4 and ask you if that is not the deed to a parcel of property which you purchased from James E. DeCoursey in 1950?

A: Yes, it is.

Q: Do you have any improvements on this property?

A: No, I don't.

Q: Do you plan to put any improvements on it?

A: I plan to put a trailer on it if I can get zoning permission.

Q: Do you know whether or not this parcel of property that you own was originally a part of the same property that is owned by John Heath and Daisey Heath?

A: Yes it is.

Q: Are you in actual and exclusive possession of your property?

A: Yes I am.

Q: Have you been in such possession since you purchased it in 1950?

A: Yes, I have.

Q: Has anyone to your knowledge ever made any adverse claim against your property?

A: No, they haven't.

Q: Why are you a party to this suit?

A: Because Buddy he wanted to clear his property up and I'm a part of it and so I join in to help him clean up both properties at one time.

Q: Did you ever know Jacob Bedwell?

A: No, I didn't.

Q: Do you know anything about his children or his family?

A: I don't know anything about any of his family except what I've heard.

Q: Do you know where any of them live at the present time?

A: No. I don't.

The third witness, Joseph W. Rhyans, being first duly sworn, did depose and say:

Questions by Mr. Thompson:

Q: State your name, your address, and your age.

A: Joseph W. Rhyans, Queenstown, Maryland, R.F.D.#1, Box 51, age 68.

Q: Did you ever know Jacob Bedwell? or Bigell?

A: Yes, sir. Worked with him when I was a boy, his name was Bedwell.

Q: Do you know if he is living or dead?

A: He's dead, long time ago, when I was a boy.

Q: Was Jacob Bedwell ever married?

A: Yes, sir.

Q: To whom?

A: Hester Bedwell.

Q: Is Hester Bedwell now living or dead?

A: Dead.

Q: Do you know if Hester Bedwell before she died had any children other than those born as a result of her marriage with Jacob Bedwell?

A: Not to my knowings.

Q: Do you know if Hester Bedwell died before or after Jacob Bedwell?

A: Before.

Q: Do you know if Jacob Bedwell remarried?

A: Yeah/

Q: To whom?

A: I can't think of her name.

Q: Is she living or dead?

A: Oh, she's dead.

Q: Do you know if she had any children either by Jacob Bedwell or anyone else?

A: None by Jacob Bedwell. I don't know of any other children.

Q: Did Jacob and Hester Bedwell have any children?

A: Yeah.

Q: Will you name his children?

A: Fannie Bedwell living in Philadelphia, I don't know where, name now is Fannie Cole, and she's a wodow now.

Q: What was Fannie Cole's husband name?

A: Perry Cole.

Q: Did Fannie Cole and her husband, Perry, have any children?

A: Yes, Fannie and Perry had some children.

Q: What were their names?

A: One that's living now is Mary and Blanche.

Q: Do you know where they are living?

A: No, somewhere in Philadelphia.

Q: Were there any other children of Jacob Bedwell?

A: Yeah, Hennie Bedwell, Hennie Cole by marriage.

Q: Is she living or dead?

A: She is dead.

Q: Is her husband living or dead?

A: He's dead.

Q: Did they have any children?

A: Yes, they had children.

Q: Do you know their names?

A: I only one of them that's living and the others is dead.

Q: What is the living ones name?

A: George Milton Cole.

Q: Is he married?

A: He's a widow now.

G: What was his wife's name?

A: Viola Cole.

Q: Do you know if Viola Cole had any children?

A: Yes.

Q: What was the child's name?

A: Gladys.

Q: Do you know her married name?

A: Don't know if she's married or not.

Q: Were there any other children of Jacob Bedwell?

A: Yes, Herman Bedwell.

Q: And is he living or dead?

A: He's dead.

Q: Did he have a wife?

A: Yes, he had a wife.

Q: Is she living or dead?

A: She died before he did.

Q: Did they have any children?

A: One to my knowledge.

Q: And what was his name?

A: Charles Henry Bedwell, or Charles Henry Homier.

Q: Where does he live?

A: Last I heard of him he was in Washington or Virginia.

Q: Were there any other children of Jacob Bedwell?

A: Not to my knowledge.

Q: Do you know of a yone in this community who has any more knowledge about the Jacob Bedwell family than you would have?

A: Not to my knowledge.

Q: To your knowledge, are there any relatives of Jacob Bedwell who live in or near Queen Anne's County or to your knowledge in the state of Maryland?

A: Not to my knowledge.

Q: The property that John F. Heath owns now and that Daisey Heath owns and that Winfield Stewart owns was once the property of Jacob Bedwell, was it not?

A: Yes, sir.

Q: Did you have personal knowledge of that?

A: Yes, sir.

Q: Did you have personal knowledge of the fact that at least some of the heirs of Jacob Bedwell sold a piece of property in the Fifth Election District of Queen Anne's County made up of approximately four acres to James DeCoursey?

A: Yes, sir.

Q: Did Jacob Bedwell live on the property that was sold to DeCoursey?

A: Yes, before he died.

Q: Do you know what James DeCoursey did with the property after he got it from the Bedwell heirs?

A: Yes, he sold one piece to Winston Taylor and Taylor sold it to Daisey Heath, the second piece he sold to John or Buddy, as he's called, Heath and Evelyn Heath, his wife, another piece he sold to Winfield Stewart and his wife, and fourth piece he sold to John Newton and Newton sold to Willis and Willis sold to Gernert.

Q: Is that all of the property that Jacob Bedwell owned at the time of his death?

A; Yes.

Q: Were you requested to assist in locating any of the Bedwell heirs?

A: Yes.

Q: By whom?

A: Mr. Friel.

Q: On whose behalf, if you know?

A: On behalf of John Heath and his wife, Winfield Stewart and his wife, and Daisy Heath.

Q: Did you make any effort to locate the heirs?

A: Yes, I got some information from a man named Ross who used to live at Blakeford. Ross used to be a friend of the boy named Charlie Bedwell or Charlie Homier, when he lived in Washington. Homier or Bedwell then moved somewhere in northern Virginia, somewhere near Falls Church. I checked this out personally and by telephone, but there was nobody there by that name.

The fourth witness, Daisey Eleanor Heath, being first duly sworn, did depose and say:

Questions by Mr. Thompson:

Q: Will you state your name, address, and age?

A: Daisey Eleanor Heath, my address is Queenstown, Maryland, my age is 43.

Q: I show you Plaintiff's Exhibit No. 6 and ask you if that is not a copy of the deed by which you obtained title to a parcel of property in the Fifth Election District of Queen Anne's County, from Holland Winston Taylor and Gladys Taylor, his wife, in the year 1957?

A: Yes.

Q: Do you know from whom Taylor purchased the property?

A: DeCoursey

Q: Do you know where DeCoursey got the property?

A: From the Bedwell heirs.

Q: Since you have had the property, 1957, has anyone ever claimed any title adverse to yours?

A; No they haven't.

Q: Do you have any personal knowledge of the Bedwell heirs or where they live at the present time?
 A: No. I don't.
 Q: Did you ever know Jacob Bedwell?
 A: No, I never.
 Q: Do you know anything about the children of Jacob Bedwell?
 A: No, I don't.
 Q: Have you put any improvements on your property?
 A: No, I haven't.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Plaintiffs as follows, to wit:

Jane L. Young, Stenographer, for taking and
 and transcribing the testimony ----- \$15.00
 B. Hackett Turner, Jr., Examiner ----- \$10.00

And I do further certify that said testimony was commenced at 3:00 o'clock, P.M. and was completed at 4:30 o'clock, P.M., or a period 1 hour 30 minutes.

B. HACKETT TURNER
 B. Hackett Turner, Jr., Examiner

JOHN F. HEATH and EDITH
 HEATH, his wife, Queenstown,
 Queen Anne's County, Maryland,
 and WINFIELD STEWART and
 DOROTHY STEWART, his wife,
 Queenstown, Queen Anne's
 County, Maryland, and DAISY
 ELEANOR HEATH, Queenstown,
 Queen Anne's County, Maryland

Plaintiffs

vs.

FANNIE COLE, Street Address
 Unknown, Philadelphia, Penn-
 sylvania, GEORGE M. COLE and
 VIOLA COLE, his wife, Street
 Address Unknown, Philadelphia,
 Pennsylvania and GLADYS BROWN
 and GARLAND BROWN, her husband,
 Exact Address Unknown, Kent
 County, Delaware, AND ALSO ALL
 OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE
 LIEN OR INTEREST IN THE REAL PROPERTY*
 DESCRIBED IN PLAINTIFFS' COMPLAINT *
 ADVERSE TO THE PLAINTIFFS' OWNERSHIP *
 OR ANY CLOUD UPON THE PLAINTIFF'S OWNERSHIP THERETO
 AND ANY UNKNOWN HEIRS OF JACOB
 BEDWELL, DECEASED, LATE OF QUEEN
 ANNE'S COUNTY, STATE OF MARYLAND

Defendants

* * * * *
 *
 *

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4582

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of James E. Thompson, Jr., Solicitor for the Complainant, did, at the office of the said James E. Thompson, Jr., on Lawyer's Row, Centreville, Maryland, on Friday, June 5, 1964, at 3:00 o'clock, P.M., after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said Testimony, that the examination was properly conducted, and 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 testimony or in the conduct of the proceedings. Those present, in addition to the Examiner, stenographer, and witnesses as above set forth, were James E. Thompson, Jr., representing the Plaintiffs and Vachel A. Downes, Jr., Guardian Ad Litem.

B. HACKETT TURNER, JR.
 B. Hackett Turner, Jr., Examiner

DECREE

Filed July 13, 1964

JOHN F. HEATH and EDITH HEATH, his wife, Queenstown, Queen Anne's County, Maryland, and WINFIELD STEWART and DOROTHY STEWART, his wife, Queenstown, Queen Anne's County, Maryland and DAISY ELEANOR HEATH, Queenstown, Queen Anne's County, Maryland

Plaintiffs

vs.

FANNIE COLE, Street Address Unknown, Philadelphia, Pennsylvania, GEORGE M. COLE and VIOLA COLE, his wife, Street Address Unknown, Philadelphia, Pennsylvania and GLADYS BROWN and GARLAND BROWN, her husband, Ecact Address Unknown, Kent County, Delaware, AND ALSO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN PLAINTIFFS' COMPLAINT ADVERSE TO THE PLAINTIFFS' OWNERSHIP OR ANY CLOUD UPON THE PLAINTIFFS' OWNERSHIP THERETO AND ANY UNKNOWN HEIRS OF JACOB BEDWELL, DECEASED, LATE OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND

Defendants

* * * * *

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4582

DECREE

The above cause standing ready for hearing and being submitted without argument the Bill of Complaint, Testimony and all other proceedings were by the Court read and considered,

It is thereupon this 13th day of July, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED, and DECREED

That John F. Heath and Edith Heath, his wife, have absolute fee simple ownership and the perfect right of possession, disposition and all other rights consistent with fee simple ownership as against Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, and all other persons unknown claiming any right, title, estate, line, or interest in the hereinafter described real estate adverse to the ownership of John F. Heath and Edith Heath, his wife, or any cloud upon their ownership thereto, and as against any heirs of Jacob Bedwell, deceased, late of Queen Anne's County, State of Maryland, or any of them their heirs, assigns, executors, or administrators who could claim any interest in the following described real estate adverse to that of John F. Heath and Edith Heath, his wife, to wit:

ALL that tract or lot of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining on the North the property Ella Scott, on the South of the property of the said James E. DeCoursey, bounded on the West by the state road from Wye Mills to Matapeake and on the East by the property of Theodore Fletcher, and more particularly described in a survey made by John C. Fisher on the 3rd day of January, 1949, which Certificate of Survey and Plat is filed herewith and which describes the land as follows, to wit:

BEGINNING for the outlines thereof at a fence post on the East side of the said Wye Mills-Matapeake road at the Southwest corner of the land of Ella Scott; thence with said road South 16 degrees East, 85 feet to a stake; thence, with a new line North 84 degrees East, 594 feet to a stake on the line of the land of Theodore Fletcher at a wire fence; thence, with said Fletcher land and wire fence North 18 degrees 15 minutes East, 67.5 feet to an iron axle; thence, with the land of Ella Scott, South 86 degrees West, 637 feet to the place of beginning, containing one and one tenth (1.1) acres of land, more or less.

BEING the same and all of the land granted and conveyed unto John F. Heath and Edith Heath, his wife, by James E. DeCoursey and Ethel M. DeCoursey, his wife, by Deed dated January 26, 1949, recorded January 26, 1949, in Liber N.B.W., No.2, folio 410, a Land Record Book for Queen Anne's County.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED,

That Winfield Stewart and Dorothy Stewart, his wife, have absolute fee simple ownership and the perfect right of possession, disposition and all other rights consistent with fee simple ownership as against Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, and all other persons unknown claiming any right, title, estate, lien, or interest in the hereinafter described real estate adverse to the ownership of Winfield Stewart and Dorothy Stewart, his wife, or any cloud upon their ownership thereto, and as against any heirs of Jacob Bedwell, deceased, late of Queen Anne's County, State of Maryland, or any of them, their heirs, assigns, executors, or administrators who could claim any interest in the following described real estate adverse to that of Winfield Stewart and Dorothy Stewart, his wife, to wit:

ALL that lot or tract of land situate, lying and being on the East side of the Wye Mills-Matapeake State Road in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the farm of Theodore Fletcher and the land of James E. Heath and wife and described as follows, to wit:

BEGINNING for the outlines thereof at a stake at the Southwest corner of the Heath lot and on the East side of the aforesaid state road, thence with the said state road South 16 degrees East, 85 feet to a stake; thence, North 82 degrees East, 551 feet to a stake on the line of the land of Theodore Fletcher at a wire fence; thence with said Fletcher land and wire fence North 18 degrees 15 minutes East, 67.5 feet to a stake; thence, with the Heath lot South 84 degrees West, 594 feet to the place of beginning, containing 95 one hundredths (0.95) of an acre of land, more or less.

BEING the same and all of the land granted and conveyed unto Winfield Stewart and Dorothy Stewart, his wife, by James E. DeCoursey and Ethel M. DeCoursey, his wife, by Deed dated May 15, 1950, recorded May 16, 1950, in Liber N.B.W. No. 6, folio 134, a Land Record Book for Queen Anne's County.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED,

That Daisy Eleanor Heath has absolute fee simple ownership and the perfect right of possession, disposition and all other rights consistent with fee simple ownership as against Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, and all other persons unknown claiming any right, title, estate, lien, or interest in the hereinafter described real estate adverse to the ownership of Daisy Eleanor Heath or any cloud upon her ownership thereto, and as against any heirs of Jacob Bedwell, deceased, late of Queen Anne's County, State of Maryland, or any of them, their heirs, assigns, executors, or administrators who could claim any interest in the following described real estate adverse to that of Daisy Eleanor Heath, to wit:

ALL that lot, parcel and tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the North by the lands of Winfield Stewart, bounded on the East or rear by the lands of Theodore Fletcher, bounded on the South by the lands of John or Edward Newton, and bounded on the West by State Road former Route 404 and more particularly described as follows, to wit:

BEGINNING for the same at a point on the East side of the Wye Mills-Matapeake state road which is 85 feet North, 16 degrees West from an iron rod at the Northwest corner of a lot now or formerly owned by Wright Everngam; thence, with the lot of or formerly of John (Edward) Newton, North 80 degrees East, 508 feet to the land now or formerly owned by Theodore Fletcher; thence, with the same North 18 degrees, 15 minutes East, 67.5 feet to the East side of Winfield Stewart land; thence, with Winfield Stewart land South 82 degrees West, 551 feet to the East side of the aforesaid State Route 404; thence, with said roads South 16 degrees East, 85 feet to the point beginning, containing eighty-seven one-hundredths (0.87) acre of land, more or less.

BEING the same and all the land granted and conveyed unto Daisy Eleanor Heath by Holland Winston Taylor and Gladys Taylor, his wife, by Deed dated October 28, 1957, recorded October 28, 1957, in Liber T.S.P., No. 37, folio 438, a Land Record Book for Queen Anne's County.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Fannie Cole, George M. Cole and Viola Cole, his wife, Gladys Brown and Garland Brown, her husband, and any other person unknown claiming any right, title, estate, lien or interest in the above described three parcels of real estate adverse to that of John F. Heath and Edith Heath, Winfield Stewart and Dorothy Stewart, Daisy Eleanor Heath, respectively, or any cloud upon their respective ownerships thereto and any heirs of Jacob Bedwell, deceased, late of Queen Anne's County, or any of them, their heirs, assigns, executors, or administrators who could claim any interest in the above described three parcels of real estate are enjoined and restrained from asserting any claim to the aforesaid three parcels of real estate by any action at law, equity or otherwise.

THOS J KEATING JR
JUDGE

Filed July 13, 1964

QUEEN ANNE'S COUNTY, STATE OF MARYLAND, to wit: Be it remembered that on this Twenty-Ninth day of January in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was filed for record, to wit:-

HERMAN VOSHELL, a/k/a Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased Millington, Maryland Plaintiff	:	
	:	IN THE
vs.	:	
	:	CIRCUIT COURT
HERMAN W. VOSHELL, SR. and JOSEPHINE D. VOSHELL, his wife, Millington, Maryland	:	
	:	FOR
J. WILLIAM VOSHELL and CLARA V. VOSHELL, his wife, R.R. No. 1, Millington, Maryland	:	QUEEN ANNE'S COUNTY
	:	
HELEN VOSHELL JONES SMITH and WILMER SMITH, her husband, Parsonsborg, Maryland	:	IN EQUITY
	:	
	:	No. <u>4602</u>
JAMES FRANKLIN JONES, JR. and JOSEPHINE JONES, his wife, both minors East Locust Street Salisbury, Maryland	:	
	:	
HARRY JONES, Single minor, c/o Helen V. Smith, Parsonsborg, Maryland Defendants	:	

BILL OF COMPLAINT

Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased, by his attorney, Clayton C. Carter, alleges:

1. That Hannah Voshell, late of Queen Anne's County, died on October 7, 1963, leaving a last will and testament dated August 9, 1955, duly admitted to probate by the Register of Wills of Queen Anne's County on October 14, 1963, and recorded in Liber E.C.W. No. 1 folio 569 in Record Book of Wills in the Orphans' Court of Queen Anne's County, a certified copy of which is filed herewith and marked "Exhibit A".

2. That said decedent left a small personal estate upon which letters testamentary were granted unto the Plaintiff as Executor appointed in said will, as will more fully appear by reference to the certificate of the Register of Wills of Queen Anne's County filed herewith and marked "Exhibit B".

3. That the said Hannah Voshell died seized and possessed of certain real estate which was devised unto her by her late husband, James L. Voshell, by his will dated April 12, 1939, duly admitted to probate in the Orphans' Court of Kent County and recorded among its will records in Liber E.E. No. 1 folio 4, (a certified copy of which was filed among the will records in the Orphans' Court of Queen Anne's County in Liber E.E.C. No. 1 folio 237) a certified copy of which is filed herewith and marked "Exhibit C"; which real estate was conveyed to the said James L. Voshell by deed dated November 23, 1915 and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 8 folio 165 from Charles P. Jones et ux., a certified copy of which is filed herewith and marked "Exhibit D", wherein said real estate is described as follows, to wit:

ALL THAT LOT, PARCEL or TRACT of land, lying and being in SAND-TOWN in Queen Anne's County, in the State of Maryland, and described as follows, TO WIT: As by survey and Plot of same made by Henry Tonkin, Surveyor, on December the Twenty Sixth, in the year 1899, will show-To-Wit: BEGINNING for the same in the Street on line with front of house, and North of same four feet, and running with said Street fifty two and three quarters degrees West two and 68/100 perches to a post, thence North thirty seven and 1/4 degrees West seven and 12/100 perches to a stake, thence South fifty two and 3/4 degrees West two and 2/100 perches to a stake, thence North forty five and 1/4 degrees West twenty seven perches to the line between said lot and the Biggs land, thence with said land North thirteen degrees East five and 55/100 perches to the Walters Lot, thence with said Lot and the Dulin lot South Forty three and 3/4 degrees East twenty five and 4/100 perches, South forty four and 1/4 degrees West 3/10 perches, thence South forty three and 1/4 degrees East six perches, thence South forty four and 1/4 degrees West two-tenths perches, thence South forty three and 3/4 degrees East four perches to the place of beginning, and containing One Acre of Land, more or less.

4. That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including the funeral expenses of said decedent, and the costs of administration, but the sum now in his hands will be applied to the payment of said funeral expenses and the said decedent's debts and the costs of administration, so far as the same will extend.

5. That your Plaintiff alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above-mentioned and described.

6. That the said Hannah Voshell, being so seized and possessed, died leaving to survive her the following heirs at law, viz:

Herman W. Voshell, Sr., adult son

J. William Voshell, adult son
Helen Voshell Jones Smith, adult daughter

and the following devisees named in the Second Item of her last will, viz:

James Franklin Jones, Jr., minor grandson
Harry Jones, minor grandson

7. That all parties known to the Plaintiff to have any interest in said real estate so devised to her aforesaid grandsons or who might have any interest as an heir at law of said Hannah Voshell, deceased, have been made parties to this proceeding, as will more fully appear as follows, that is to say:

- (a) Herman W. Voshell, Sr., is married to Josephine D. Voshell.
- (b) J. William Voshell is married to Clara V. Voshell.
- (c) Helen Voshell Jones Smith is married to Wilmer Smith.
- (d) James Franklin Jones, Jr., is married to Josephine Jones.
- (e) Harry Jones is single.

WHEREFORE Plaintiff prays:

(1) That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Hannah Voshell, deceased.

(2) That the balance of the proceeds, if any, may be distributed to the parties entitled according to their respective interests therein.

(3) That he may have such other and further relief as the case may require.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiff
11 Lawyers Row
Centreville, Maryland
Telephone: 368

Filed Jan. 29, 1964

EXHIBIT A
Filed Jan. 29, 1964

"EXHIBIT A"

" IN THE NAME OF GOD, AMEN"

I, Hannah Voshell, of the town of Millington, County of Queen Anne, and the State of Maryland, being of sound mind, memory and understanding, do make, publish and declare this to be my last will and testament, wo-wit:

FIRST--All my just debts and funeral expenses shall be first duly paid.

SECOND--I give, devise and bequeath unto my two grandsons, namely, James, Franklin Jones, Jr., and Harry Jones, the house in which I now, equally and one half to each, to have and to hold to them, my said grandsons, and to their heirs and assigns, in fee simple.

THIRD--I give, devise and bequeath unto my granddaughter, Deborah Jones, the sum of One Thousand Dollars, (\$1000.00) from my bank account.

FOURTH--The note which my son William E. Voshell now owes me, is to be paid in full, and the note now owed me by my son Herman Voshell, is to be paid in full and the proceeds be divided equally between my said sons Herman Voshell and William E. Voshell.

FIFTH--All the rest, residue and remainder of my statte, consisting of Cash, Furniture, Real Estate and everything of value, I give, devise and bequeath unto my daughter Helen Voshell Jones, to have and hold unto her, her heirs and assigns forever.

SIXTH--I nominate and appoint my said son Herman Voshell to be the executor of this my last will and testament, hereby revoking all former wills by me heretofore made.

In witness whereof, I have hereunto set my hand and affixed my seal this 9 day of August, A.D. 1955.

HANNAH VOSHELL (SEAL)
Hannah Voshell

Signed, sealed, published and declared as and for her last will and testament, by the above named testator in our presence, who have, at her request and in her presence, and in the presence of each other signed our names as witnesses thereto.

LEONARD WILSON

C. M. MELVIN JR.

EXHIBIT B
Filed Jan. 29, 1964

"EXHIBIT B"

Maryland
State
Seal

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 TESTAMENTARY of all the goods, chattels, credits and personal estate of HANNAH VOSHELL late of Queen Anne's County, deceased, were on the 14th day of October in the year of our Lord one thousand nine hundred and sixty-three granted and committed unto Herman Voshell the Executor by the Last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 29th
day of January in the year of our
Lord, nineteen hundred and sixty-
four.

ORPHANS'
COURT
SEAL

TEST:

E CLYDE WALLS
Register of Wills for
Queen Anne's County

Filed Jan. 29, 1964

EXHIBIT C
Filed Jan. 29, 1964

"EXHIBIT C"

"IN THE NAME OF GOD, AMEN"

I, James L. Voshell, of Kent County, State of Maryland, being of sound mind and memory, do make, publish and declare this to be my last Will and testament, to-wit:

First -- All my just debts and funeral expenses shall be first duly paid.

Second -- I give, devise and bequeath all the rest, residue and remainder of my estate, both real and personal, or both and wheresoever situated, to my beloved wife, Hannah Voshell, to have and to hold to her my said wife, and to her heirs and assigns forever, in fee simple.

Third -- I nominate and appoint my said wife, Hannah Voshell, to be the executor of this my last will and testament, hereby revoking all former wills by me made, she to serve without bond.

In witness whereof I have hereunto set my hand and seal this 12 day of April, 1939.

Test:

his
James L. X Voshell (SEAL)
mark

C. M. Melvin, Jr.

Signed, sealed, published and declared as and for his last will and testament by the above named testator, in our presence, at his request, and in his presence, and in the presence of each other, signed our names as witnesses thereto.

Leonard Wilson

C. M. Melvin, Jr.

STATE OF MARYLAND, KENT COUNTY, SCT:

On the 16th day of May, 1939, came C. M. Melvin, Jr., and in the presence of Almighty God solemnly declared that he does not know of any Will or Codicil of JAMES L. VOSHELL, late of said county, deceased, other than above Instrument of Writing, and that he received the same from the Millington Bank where it has been since it was written.

Sworn to before me,

Edna Elliott
Register of Wills

STATE OF MARYLAND, KENT COUNTY, SCT.:

On this 16th day of May, 1939, then came Leonard Wilson and C. M. Melvin, Jr., subscribing witnesses to the within and foregoing Will, before me, and made oath in due form of law, that they did see James L. Voshell, the Testator therein named, sign and seal this Will, and that they heard him publish, pronounce and declare the same to be his last Will and Testament. At the time of so doing they believed him

to possess a sound disposing mind, memory and understanding, and that they with each other signed this Will as witnesses, at the request and in the presence of the Testator and in the presence of each other.

Sworn before,

Edna Elliott
Register of Wills

IN THE ORPHANS' COURT FOR KENT COUNTY, MARYLAND.

The Court having carefully examined the above last Will and Testament of JAMES L. VOSHELL, late of Kent County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 23rd day of May, 1939, that the same be admitted to probate in this Court as the true and genuine last Will and Testament of the said James L. Voshell, deceased.

ROLAND R. COREY
GEORGE R. RASIN
HARRY M. STAVELY

JUDGES OF THE
ORPHANS' 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 of JAMES L. VOSHELL, late of Kent County, deceased, and recorded in Liber "WILLS" E. E. No. 1, folio 4 as the same remains on file and of record in my office.

IN TESTIMONY WHEREOF, I hereunto

set my hand and affix the seal of my office
this 23rd day of April in the year of
our Lord 1953

Orphans'
Court
Seal

FRISBY N. WILKSON
Register of Wills

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 Certified Copy of the Last Will and Testament of JAMES L. VOSHELL, late of Kent County, Maryland, deceased, filed in this office, for record, on May 6th, 1953 and recorded in Liber E.E.C. No. 1 Folio 237, etc. 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 29th day of January 1964.

Orphans'
Court
Seal

E. CLYDE WALLS
Register of Wills for Queen Anne's County,
Maryland

Filed Jan. 29, 1964

EXHIBIT D
Filed Jan. 29, 1964

"EXHIBIT D"

T H I S D E E D, made this twenty third day of November, in the year nineteen Hundred and fifteen, by Charles P. Jones and Emma Jones, his wife, of Queen Anne's County, in the State of Maryland.

WITNESSETH: that in consideration of the sum of Eight Hundred Dollars, the receipt whereof is hereby acknowledged, the said Charles P. Jones and Emma Jones, his wife, do grant and convey unto James L. Voshell, also of said Queen Anne's County, in the said State of Maryland, in fee simple, all that lot, parcel or tract of land, lying and being in Sand Town, in Queen Anne's County, in the State of Maryland, and described as follows, to wit: As by survey and Plot of same made by Henry Tonkin, Surveyor, on December the twenty sixth in the year 1899, will show, to wit: Beginning for the same in the street on line with front of house, and north of same four feet, and running with said street south thirty seven and 1/4 degrees west seven and 12/100 perches to a stake, thence south fifty two and 3/4 degrees west two and 2/100 perches to a stake, thence north forty five and 1/4 degrees west twenty seven perches to the line between said Lot and the Biggs land, and thence with said land north thirteen degrees east five and 55/100 perches to the Walters Lot, thence with said lot and the Dulin lot south forty three and 3/4 degrees east twenty five and 4/100 perches, south forty four and 1/4 degrees west 3/10 perches, thence south forty three and 1/4 degrees east six perches, thence south forty four and 1/4 degrees west two-tenths perches, thence south forty three and 3/4 degrees east four perches to the place of beginning, and containing one acre of land, more or less, and being the same land as that described in the deed from Jennie M. Jones and William C. Jones, her husband, to Charles P. Jones, bearing date the 20th. day of August, 1904, and recorded among the Land Records Books for Queen Anne's County, Maryland, in Liber J.E.G. No. 6, folios 468 etc., one of the Land Record Books for Said county, to which deed especial reference is made for an accurate description of the land intended to be conveyed in this deed by metes and

bounds, courses and distances from which description, the description herein was copied.

TOGETHER with the buildings and improvements thereupon, and all rights, roads, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

:2-50¢ Stamps : AND the said Charles P. Jones and Emma Jones, his wife, covenant :C.P.J. 11/23/15 : that they will warrant specially the property hereby conveyed and : that they will execute such further assurances of title thereto as may be requisite or necessary.

Witness their hands and seals

Test:- CHARLES P. JONES. (SEAL) Joseph Mallalieu. EMMA JONES. (SEAL)

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify that on this twenty third day of November, in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, duly commissioned and qualified, personally appeared Charles P. Jones and Emma Jones, his wife, and did each acknowledge the foregoing Deed to be their respective act and deed.

Notary Public Seal.

In Testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

JOSEPH MALLALIEU. Notary Public.

:5-2¢ Stamps: :Documentary : J.M. 11/30/ : 15 :

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from W.F.W. No. 8, folio 165, 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 January in the year nineteen hundred and sixty-four.

Circuit Court Seal

CHARLES W. CECIL Clerk

Filed Jan. 29, 1964

SUMMONS Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day File No. 4602 Docket T.S.P. #2, fol. 349

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

TO: Herman W. Voshell, Sr. and Josephine D. Voshell, his wife, Millington, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of

Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased, Millington, Maryland,

Issued the 29th. day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter 111 Lawyers Row ADDRESS: Centreville, Maryland Telephone: 368

CHARLES W. CECIL Clerk (Seal of Court) Circuit Court Seal

NOTICE TO THE PERSONS(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU. Served by delivering a copy of the Summons to Herman W. Voshell, Sr. and Josephine D. Voshell, and by leaving with each of them a copy of the Bill of Complaint this 30th, day of January 1964.

BARTUS O. VICKERS
Sheriff, Kent County

Filed Feb. 3, 1964

On the back is the following endorsement, to wit:

Received JAN 30 1964
and forthwith delivered to the Sheriff
of Kent Co. Md. for service
Test:
EARL H. PINDER Clerk
(N)

SUMMONS

Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4602
Docket T.S.P. #2, fol. 349

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

TO: J. William Voshell and Clara V. Voshell, his wife,
R.R. No. 1, Millington, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of

Herman Voshell, a/k/a Herman W. Voshell, Sr.,
Executor under the will of Hannah Voshell, deceased,
Millington, Maryland

Issued the 29th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Telephone: 368

CHARLES W. CECIL Clerk
(Seal of Court)
Circuit
Court
Seal

NOTICE TO THE PERSONS(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsement, to wit:

Received JAN 30 1964
and forthwith delivered to the Sheriff
of Kent Co., Md. for service.
Test:
EARL H. PINDER Clerk
(N)

Served by delivering a copy of the Summons to J. William Voshell and Clara Voshell, and by leaving with them a copy of the Bill of Complaint this 30th, day of January 1964.

BARTUS O. VICKERS
Sheriff, Kent County Maryland

Filed Feb. 3, 1964

SUMMONS

Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4602
Docket T.S.P. #2, fol. 349

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

TO: Helen Voshell Jones Smith and Wilmer Smith, her husband,
Parsonburg, Maryland.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of

Herman Voshell, a/k/a Herman W. Voshell, Sr.,
Executor under the will of Hannah Voshell, deceased
Millington, Maryland

Issued the 29th day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Telephone: 368

CHARLES W. CECIL
Clerk

(Seal of Court)

Circuit
Court
Seal

Notice to the person(s) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following indorsement, to wit:

RECEIVED 30th day of Jan. 1964
and forthwith delivered to the Sheriff
of Wicomico County.

JOSEPH W. SMITH
Clerk

Summoned Helen Voshell Jones Smith and Wilmer Smith, her husband, and copy of summons and Bill of Complaint left with each, this 30th day of January, 1964.

SAMUEL A. GRAHAM
Sheriff of Wicomico County

SUMMONS
Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4602
Docket T.S.P. #2, fol. 349

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

TO: Harry Jones, single minor,
c/o Helen V. Smith
Parsonburg, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of

Herman Voshell, a/k/a
Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased,
Millington, Maryland

Issued the 29th. day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Telephone: 368

CHARLES W. CECIL
Clerk

(Seal of Court)

Circuit
Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsement, to wit:

Received 30th day of Jan. 1964
and forthwith delivered to the Sheriff
of Wicomico County.

JOSEPH W. SMITH Clerk

Summoned Harry Jones, single minor, and copy of Summons and Bill of Complaint left with him. Also copy of Summons and Bill of Complaint left with Helen Voshell Smith, mother of the said Harry Jones, this 30th day of January, 1964.

SAMUEL A. GRAHAM
Sheriff of Wicomico County

SUMMONS
Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4602
Docket T.S.P. #2, folio 349

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

TO: James Franklin Jones, Jr., and Josephine Jones, his wife, both minors,
East Locust Street
Salisbury, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of

Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor
under the will of Hannah Voshell, deceased
Millington, Maryland

Issued the 29th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Attorney(s) for plaintiff(s)

name; Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Telephone: 368

CHARLES W. CECIL Clerk
(Seal of Court)
Circuit
Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsement, to wit:

Received 30th day of Jan. 1964
and forthwith delivered to the Sheriff
of Wicomico County.

JOSEPH W. T. SMITH
Clerk

Summoned James Franklin Jones and Josephine Jones, his wife, and copy of Summons and Bill of Complaint left with each, this 30th day of January, 1964.

SAMUEL A. GRAHAM
Sheriff of Wicomico County

PETITION FOR GUARDIAN AD LITEM
Filed Feb. 18, 1964

HERMAN VOSHELL, a/k/a : IN THE CIRCUIT COURT
VS. : FOR
HERMAN W. VOSHELL, SR., ET AL. : QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4602

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased, by Clayton C. Carter, his attorney, respectfully represents:

1. That James Farnklin Jones, Jr. and Josephine Jones, his wife, and Harry Jones, some of the Defendants in said cause, having been duly summoned, but being infants they cannot answer and defend this suit for themselves, for they have no legal guardian appointed for them within the jurisdiction of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear, answer and defend for said infants.

Respectfully submitted:

CLAYTON C. CARTER
Attorney for Plaintiff

Filed Feb. 18, 1964

ORDER OF COURT
Filed Feb. 18, 1964

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 18th day of February, 1964, by the Circuit Court for Queen Anne's County, in Equity, that JEAN D. HAYMAKER be and she is hereby appointed Guardian Ad Litem for James Franklin Jones, Jr. and Josephine Jones, his wife and Harry Jones, infants, to appear, answer and defend for said infants the Bill of Complaint filed in this cause.

THOS J KEATING JR.
Judge

Filed Feb. 18, 1964

DECREE PRO CONFESSO
Filed Feb. 19, 1964

HERMAN VOSHELL, a/k/a	:	IN THE CIRCUIT COURT
VS.	:	FOR
HERMAN W. VOSHELL, SR. ET AL.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4602

DECREE PRO CONFESSO

The Defendants, Herman W. Voshell, Sr. and Josephine D. Voshell, his wife; J. William Voshell and Clara V. Voshell, his wife; and Helen Voshell Jones Smith and Wilmer Smith, 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 19th day of February, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Plaintiff is entitled to relief in the premisses, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Herman W. Voshell, Sr. and Josephine D. Voshell, his wife; J. William Boshell and Clara V. Voshell, his wife; and Helen Voshell Jones Smith and Wilmer Smith, her husband; but because it doth not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED and ORDERED that leave is granted to the Plaintiff 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 Feb. 19, 1964

ANSWER
Filed Feb. 21, 1964

HERMAN VOSHELL, a/k/a	:	IN THE CIRCUIT COURT
Herman W. Voshell, Sr.,	:	FOR
Executor under the Will	:	QUEEN ANNE'S COUNTY
of Hannah Voshell, deceased	:	IN EQUITY
VS.	:	No. 4602
HERMAN W. VOSHELL, SR. et al.	:	

ANSWER BY GUARDIAN AD LITEM

Defendants, James Franklin Jones, Jr. and Josephine Jones, his wife, and Harry Jones, infants by Jean D. Haymaker, their Guardian Ad Litem, in answer to the Bill of Complaint, say:

1. They admit the allegations of the Bill of Complaint.
2. They submit their rights in said property to the protection of this Honorable Court.

Respectfully submitted:

JEAN D. HAYMAKER
Jean D. Haymaker
Guardian ad Litem
R.F.D. #2 Box 179
Centreville, Maryland 21617
Telephone: 1085W

I CERTIFY that on February 21st, 1964, I served a copy of the within Answer on Clayton C. Carter, attorney for the Plaintiff, at 111 Lawyers Row, Centerville, Maryland 21617.

JEAN D. HAYMAKER
Jean D. Haymaker
Guardian Ad Litem

Filed Feb. 21, 1964

TESTIMONY
Filed Mar. 26, 1964

HERMAN VOSHELL

vs.

HERMAN W. VOSHELL, SR.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4602

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the standing examiners of this Honorable Court having been notified by Clayton C. Carter, Solicitor for the Plaintiff, of his desire to take testimony in the above entitled cause, did meet at the office of Clayton C. Carter on Friday, the 13th day of March, 1964, at 8:00 o'clock, p.m. for the purpose of taking testimony, there being no person upon whom notice of the taking of testimony could be served, this Court having passed a Decree Pro Confesso in this cause, and Jean D. Haymaker, Guardian Ad Litem, having verbally notified your Examiner of her intention not to be present at the taking thereof and waiving all prior notice thereof; and I do further certify that the examination was conducted in the presence of your Examiner who did not find it necessary to examine any of the witnesses, nor did your Examiner find and unusual or irregular circumstances in the taking thereof; and I did, after administering the oath to the witnesses and the stenographer, proceed to take the following testimony, to wit:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.
Examiner

Filed Mar. 26, 1964

Questions by the Examiner:

Q. State your name, age, residence and occupation.

A. Herman W. Voshell, Sr., 55, Millington, Maryland, mill operator for Southern States Cooperative in Chestertown.

Q. Has there been any previous litigation between the parties to this cause?

A. No.

Questions by Mr. Carter:

Q. Who was your mother?

A. My mother was Hannah Voshell.

Q. When did she die?

A. October 7, 1963.

Q. Did she leave a will when she died?

A. Yes.

Q. I now hand you this paper writing and ask you to identify it.

A. The Last Will and Testament of Hannah Voshell.

Q. What is the date of that?

A. The 9th day of August, 1955.

Mr. Carter: I offer this and ask that it be marked Plaintiff's Exhibit "A".

Q. Who was named as executor under her will?

A. My name.

Q. Have you qualified in the Orphans' Court as executor under your mother's will?

A. Yes.

Mr. Carter: I offer the Certificate of Letters Testamentary dated January 29, 1964, and ask that it be marked Plaintiff's Exhibit "B".

Q. Did your mother own any real estate at the time of her death?

A. Yes.

Q. Would you describe where it is located?

A. It is located in Millington, Maryland, in Queen Anne's County.

Q. Does it have any improvements on it?

A. It has a garage and a wood shed, two small sheds and a house.

Q. Describe the house.

A. It has two stories and seven rooms, and is a frame house.

Q. How did your mother become the owner of this property?

A. Through my father's will.

Q. I hand you this paper and ask you to identify this.

A. A certified copy of Last Will and Testament of James L. Voshell, late of Queen Anne's County, deceased.

Mr. Carter: I'd like this entered and marked Plaintiff's Exhibit "C".

Q. I hand you this paper writing and ask you to identify it.

A. Deed dated the 23rd day of November, 1915, from Charles P. Jones and Emma Jones, his wife, to James L. Voshell.

Q. Is this the deed to the property that your mother got through your father's will?

A. Yes.

Mr. Carter: I'd like this entered and marked Plaintiff's Exhibit "D".

Q. Mr. Voshell, did your mother have any personal property when she died?

A. Yes.

Q. What did that consist of?

A. A small amount of household furniture.

Q. Has an inventory been rendered to the Orphans' Court?

A. Yes.

Q. Do you know the amount?

A. \$172.00.

Q. Did your mother have any cash in her own name when she died?

A. No.

Q. Have any claims for debts of your mother been filed against her estate with the Orphans' Court in Queen Anne's County?

A. Yes.

Q. Do you know the amount?

A. \$1,222.77.

Q. By whom?

A. Helen V. Smith.

Q. Do you know what it is for?

A. Funeral expenses and hospital and doctor bills.

Q. Then in your opinion, is the personal property of your mother sufficient to pay her just debts, including her funeral expenses and the cost of the administration of her estate?

A. No.

Mr. Carter: I would like to introduce this certificate from the Register of Wills of Queen Anne's County, dated March 6, 1964, and have it marked Plaintiff's Exhibit "E".

Q. Did your mother leave any heirs when she died?

A. Yes.

Q. Would you name who they are?

A. Herman W. Voshell, Sr., J. William Voshell and Helen Voshell Jones Smith.

Q. What relationship are these three people to your mother?

A. Two sons and a daughter.

Q. Are they all of age?

A. Yes.

Q. In your mother's will, the second item, she devised to her two grandsons, James Franklin Jones, Jr. and Harry Jones, "the house in which I now", and she apparently meant to say the house in which I now live. In your opinion, when she executed this will on August 9, 1955, did she mean the house on the property which was left to her by her husband which you have previously described in this case?

A. Yes.

Q. Are either of the grandsons mentioned still living?

A. Yes.

Q. Are either of them of age?

A. No.

Q. Are you married?

A. Yes.

Q. What is your wife's name?

A. Josephine Davis Voshell.

Q. Is J. William Voshell married and, if so, to whom?

A. Yes to Clara Bollinger Voshell.

Q. Is Helen Smith married and, if so, to whom?

A. Yes to Wilmer Smith.

Q. Are either of the grandsons mentioned married and, if so, to whom?

A. Yes, one and her name is Josephine. That is as far as I know.

Q. Which one is married to Josephine?

A. James/

Q. Do you know of anyone that could possibly have claim to ownership other than the ones you mentioned?

A. No.

The second witness, upon being sworn, did depose and say:

Q. State your name, age, address and occupation.

A. Julian E. Leager, age 53, Millington, Maryland, occupation is merchant.

Q. How long have you lived in Millington?

A. Twenty years.

Q. Are you familiar with the property of the late Hannah Voshell described by her son here?

A. Yes, I am.

Q. Have you ever had occasion to examine the property?

A. Yes.

Q. For what purpose?

A. As appraiser for the property.

Q. Can you tell us about when you appraised this property?

A. The second or third week in October, 1963.

Q. Approximately how far would this property be from the center of the town of Millington?

A. A quarter of a mile.

Q. Are you somewhat familiar with the value of dwelling house properties in the vicinity of Millington?

A. Yes.

Q. Have you formed an opinion as to what you would consider to be the fair market value of Hannah Voshell's property?

A. Yes, I have.

Q. What did you value that property for?

A. \$3,000.00.

Q. Can you describe with some detail the improvements on this property?

A. The property does not have any bath room facilities.

Q. What are the improvements on the property?

A. Just a garage and shed and a dwelling house.

Q. What is the state of repair of the dwelling house on this property?

A. It needs quite a bit of repair to it.

Q. Like what?

A. Paint and that type of repairs.

Q. Is there any other factor that you consider that would affect the fair market value of this property?

A. The location.

Q. What affect does the location have?

A. Because it is near the river and has been flooded several times.

Q. Have you bought and sold any dwelling house properties yourself in the vicinity of Millington?

A. Yes, I have.

Q. Did you know the late Hannah Voshell?

A. Yes, I did.

Q. Do you know who her heirs are? If so, name them.

A. Yes, I know them. J. William Voshell, Herman W. Voshell, Sr. and Helen V. Smith.

Q. Are they of age?

A. Yes.

Filed Mar. 26, 1964

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:

Vachel A. Downes, Jr., Examiner,	\$10.00
Betty Comegys, Stenographer	10.00

And the said Examiner does further testify that the testimony was commenced at 8:00 o'clock, p.m., and completed at 9:00 o'clock, p.m., or a period of one hour.

EXAMINER
Esaminer

Filed Mar. 26, 1964

For Plaintiff's Exhibits A,B,C and D
see Exhibit A,B,C, and D recorded
above filed Jan. 29, 1964.

PLAINTIFF'S EXHIBIT E
Filed March 26, 1964

E. Clyde Walls
Register of Wills

-----Office of-----

THE REGISTER OF WILLS
FOR QUEEN ANNE'S COUNTY
Centreville, Maryland

Dorothy E. Connolly
Deputy Register

Gordon L. Shawn, Chief Judge

Benjamin L. Coppage)
William Albert Roe) Associates

I, E. Clyde Walls, Register of Wills of Queen Anne's County, Maryland, ex-officio Clerk to the Orphans' Court of Queen Anne's County, and as such, the keeper of the Records of said Court, DO HEREBY CERTIFY, that the following appears from the Records in my said office:

Letters Testamentary on the estate of HANNAH VOSHELL, deceased, were granted unto Herman Voshell on the 14th day of October, 1963.

The three months in which inventories are to be filed have expired. Inventory of Personal Property was filed on November 5, 1963,- in the amount of \$172.00.

The following claims have been filed against the decedent:

November 26, 1963: Helen V. Smith ----- \$1,222.77

(Debts of the decedent including funeral expenses - not to exceed \$500.00)

Orphans' Court Seal

IN TESTIMONY WHEREOF I hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this 6th day of March, in the year of our Lord, one thousand nine hundred and sixty-four:
E. CLYDE WALLS
Register of Wills of Queen Anne's County, Maryland

DECREE
Filed April 10, 1964

HERMAN VOSHELL, a/k/a : IN THE CIRCUIT COURT
Herman W. Voshell, Sr., :
Executor under the Will : FOR
of Hannah Voshell, deceased :
 : QUEEN ANNE'S COUNTY
vs. :
 : IN EQUITY
Herman W. Voshell, Sr. et al :
 : No. 4602

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Clerk that Hannah Voshell died leaving real estate in possession, but not leaving personal estate sufficient to pay her debts and costs of administration,

IT IS THEREUPON, on this 10th day of April, 1964, 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 will be sold to pay the debts of Hannah Voshell, now deceased; and

That Clayton C. Carter, Esq be and he is hereby appointed Trustee to make sale thereof; but before he shall make the judicial sale, he shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of Three Thousand DOLLARS (\$3000.00), and with such surety as shall be approved pursuant to Maryland Rule H 2 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 adverttsement of the time, place and terms of sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable.

That the terms of sale shall be determined by the Trustee.

That said Trustee shall comply with Maryland Rules BR6 a. and BR6 b. 3.

That upon the Court's ratification of said sale, and on 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, the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause and all creditors of the said Hannah Voshell, now deceased, 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 distributed under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to such 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

AND IT IS FURTHER ORDERED that Clayton C. Carter, Esq. Trustee as aforesaid, be, and he is hereby directed to give Notice to the Creditors of Hannah Vossell, deceased, to file their claims pursuant to the provisions of Code (1957), Article 93 Section 124, and the Rule of this Court relating to such notice.

THOS J KEATING JR.
Judge

Filed April 10, 1964

BOND
Filed April 29, 1964

RECEIVED FOR RECORD April 29, 1964 LIBER 1 PAGE 48

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Queen Anne's County, 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 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 29th day of April in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Clayton C. Carter by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell all of the Real Estate mentioned in the proceedings in the case of Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the Will of Hannah Voshell, deceased, vs: HERMAN W. VOSHELL, SR., et al now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounded Clayton C. Carter, trustee as aforesaid 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 under 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:

W BENTON

CLAYTON C. CARTER (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By W BENTON
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact
Corporate Seal

Security approved and Bond filed April 24, 1964

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 48, a Bond Record Book for Queen Anne's County.

Circuit
Court

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of April in the year nineteen hundred and sixty-four.

Seal

CHARLES W. CECIL
Clerk

ADDITIONAL BOND
Filed May 5, 1964

received for Record May 5, 1964

FIDELITY AND DEPOSIT COMPANY
HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That, we, Clayton C. Carter, of Queen Anne's County, 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 NINE HUNDRED (\$900.00) 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 5th day of May in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Clayton C. Carter by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell all the real estate mentioned in the proceedings in the case of Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the Will of Hannah Boshell, deceased, VS. Herman W. Voshell, Sr., et al, now pending in said Court; and

WHEREAS, the said Clayton C. Carter, trustee as aforesaid, has heretofore furnished his bond with the same surety in the penalty of Three Thousand Dollars (\$3,000.00); and

WHEREAS the said Clayton C. Carter, trustee as aforesaid, has sold said real estate for the sum of Three Thousand Nine Hundred Dollars (\$3,900.00), so that he is now required to furnish this additional bond conditioned in the same manner as his original bond in order to cover the entire purchase price

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounded Clayton C. Carter, Trustee as aforesaid, 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:

JEAN D. HAYMAKER

CLAYTON C. CARTER (SEAL)
Clayton C. Carter

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By W BENTON
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact
Corporate Seal

Security approved and Bond filed May 5, 1964

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 C.W.C. No. 1, folio 49, a Bond Record Book for Queen Anne's County.

Circuit

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 5th day of May in the year nineteen hundred and sixty-four.

Court

CHARLES W. CECIL
Clerk

Seal

REPORT OF SALE
Filed May 6, 1964

HERMAN VOSHELL, a/k/a
Herman W. Voshell, Sr.,
Executor under the Will
of Hannah Voshell, deceased

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Vs.

IN EQUITY

HERMAN W. VOSHELL, SR., et al.

NO. 4602

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Clayton C. Carter, Trustee, appointed by Decree of this Court, passed in the above-entitled cause on the 10th day of April, 1964, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him, in the penalty of \$3,000.00, which was approved by the Clerk of this Court, and after having given 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 week for three successive weeks, the first such publication being not less than fifteen days prior to sale and the last such publication being not more than one week prior to sale, as will more fully appear by a Certificate of Publication thereof being filed with this Report as a part hereof, he did, pursuant to said Notice, attend on the premises, Sandtown, Maryland, on May 2, 1964 at 1:30 o'clock P.M. and then and there proceeded to sell said property so described in said Notice of Advertisement in the 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 Notice 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 James O. Fleetwood and Mabel S. Fleetwood, his wife, for the sum of Three Thousand Nine Hundred Dollars (\$3,900.00), 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 your Trustee the sum of THREE HUNDRED NINETY DOLLARS (\$390.00) of the purchase price by check, and by giving unto your Trustee their joint and several promissory note for the balance in the amount of THREE THOUSAND FIVE HUNDRED TEN DOLLARS (\$3,510.00), with interest at the rate of six percent (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, with which your Trustee expects the purchasers to comply.

4. That your Trustee on May 5, 1964 furnished an Additional Bond in the penalty of \$900.00, which has been approved by the Clerk of this Court.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

STATE OF MARYLAND
QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 6th day of May, 1964, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, the Trustee

tee 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.

CHARLES W. CECIL
Clerk of the Court

Filed May 6, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 6, 1964

TRUSTEE'S SALE
- OF -
SANDTOWN PROPERTY

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed April 10, 1964, in Chancery Cause No. 4602, the undersigned Trustee will sell at public auction, on the premises hereinafter described, on

SATURDAY, MAY 2, 1964

at 1:30 o'clock p.m.

ALL that lot, parcel or tract of land, lying and being in Sandtown, Seventh Election District of Queen Anne's County, Maryland, known as the "Hannah Voshell Residence," containing One (1) acre of land, more or less, according to a survey and plat of same made by Henry Tonkin, Surveyor, on December 26, 1899; and

BEING the same lot which by deed dated November 23, 1915, and recorded among the land records of Queen Anne's County in Liber W.F.W. No. 8, folio 165, was granted and conveyed by Charles P. Jones and wife to James L. Voshell who died on May 7, 1939, leaving a last will and testament dated April 12, 1939, duly admitted to probate in the Orphans' Court of Kent County, a certified copy of which is filed among the will records in the Orphans' Court of Queen Anne's County in Liber E.E.C. No. 11 folio 237, by which he devised said real estate unto his wife, Hannah Voshell, who died on October 7, 1963.

IMPROVEMENTS: Frame two (2) story house with garage and woodshed.

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 documentaty and recordation stamps, shall be borne by purchaser.

CLAYTON C. CARTER
TRUSTEE

Jos. A. Jackson, Jr., Auctioneer

NOTICE TO CREDITORS

Pursuant to the decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 10th day of April, 1964 NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of HANNAH VOSHELL, deceased, warning them to file such claims, with the proper vouchers therefor, with the Clerk of Court, at the Court House in Centreville, Maryland, on or before the 17th day of July, 1964, otherwise, they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate.

CLAYTON C. CARTER
TRUSTEE

QUEEN ANNE'S RECORD- OBSERVER

Centreville, Md. May 4, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee Sale and Notice to Creditors Chancery Cause #4602 in the estate of Hannah Voshell 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 2 day of May, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of April 1964, and the last insertion on the 30 day of April 1964

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed May 6, 1964

ORDER NISI ON SALE
Filed May 6, 1964

ORDER NISI ON SALE

HERMAN VOSHELL, a/k/a
Herman W. Voshell, Sr.,
Executor under the Will
of Hannah Voshell, deceased

Vs.

HERMAN W. VOSHELL, SR. et al.

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

Cause No. 4602

ORDERED, this 6th day of May, 1964, 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 8th day of June, 1964, 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 June, 1964.

The report states the amount of sales to be \$3,900.00.

CHARLES W. CECIL Clerk

Filed May 6, 1964

CERTIFICATE OF ORDER NISI ON SALE
Filed June 8, 1964

ORDER NISI ON SALE

Herman Voshell, a/k/a
Herman W. Voshell, Sr.,
Executor under the Will of
Hannah Voshell, deceased

VS.

Herman W. Voshell, Sr., et al.

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

Cause No. 4602

ORDERED, this 6th day of May, 1964, 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 8th day of June, 1946, 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 June, 1964.

The report states the amount of sales to be \$3,900.00.

CHARLES W. CECIL, Clerk

Filed: May 6, 1965.
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 5, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Herman Voshell, a/k/a Herman W. Voshell, Sr., Executor under the Will of Hannah Voshell, deceased vs. Herman W. Voshell, Sr., et al. Cause No. 4602 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 three successive weeks before the 1st day of June, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of May 1964, and the last insertion on the 21st day of May 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed June 8, 1964

AFFIDAVIT BY PURCHASERS
Filed June 15, 1964

HERMAN VOSHELL, a/k/a
Herman W. Voshell, Sr.,
Executor under the Will
of Hannah Voshell, Deceased

VS.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

HERMAN W. VOSHELL, SR. et al.

:

NO. 4602

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

COUNTY OF KENT , sct:

I HEREBY CERTIFY, that on this 12 day of June, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James O. Fleetwood and Mabel S. Fleetwood, his wife, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

JULIAN E. LEAGER
Notary Public

Filed June 15, 1964

FINAL RATIFICATION OF SALE

Filed June 16, 1964

HERMAN VOSHELL, a/k/a	:	IN THE CIRCUIT COURT
Herman W. Voshell, Sr.	:	FOR
Executor under the Will	:	QUEEN ANNE'S COUNTY
of Hannah Voshell, deceased	:	
VS.	:	IN EQUITY
HERMAN W. VOSHELL, SR., et al.	:	NO. 4602

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 16th day of June, 1964, 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.

THOS J KEATING JR
Judge

Filed June 16, 1964

PETITION FOR FUNERAL EXPENSES

Filed July 9, 1964

HERMAN VOSHELL, a/k/a	:	IN THE CIRCUIT COURT
Herman W. Voshell, Sr.,	:	FOR
Executor under the Will of	:	QUEEN ANNE'S COUNTY
Hannah Voshell, deceased	:	
VS.	:	IN EQUITY
HERMAN W, VOSHELL, SR. et al.	:	NO. 4602

PETITION FOR FUNERAL EXPENSES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Trustee in the above entitled cause, unto your Honors respectfully shows:

1. That Helen V. Smith, subrogee has presented a claim against this estate including the funeral expenses of said decedent in the amount of \$824.15.

2. That the personal estate of said decedent was insufficient to pay said claim, but the proceeds of the sale of the decedent's real estate are sufficient to pay said claim in full.

3. That the expenses of said funeral are reasonable in view of the services rendered and are in accordance with the rank and station in life of said decedent.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to pay the claim of Helen V. Smith in the amount of \$824.15 for the funeral expenses of said decedent.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

QUEEN ANNE'S COUNTY, sct:

On this the 9 day of July, 1964, came Clayton C. Carter, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of his knowledge and belief.

CHARLES W. GECIL
Clerk of Court

Filed July 9, 1964

ORDER OF COURT
Filed July 13, 1964

ORDER OF COURT

On the foregoing Petition and Affidavit, it is ORDERED this 13th day of July, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Clayton C. Carter, Trustee in the above entitled cause, be and he is hereby authorized and directed to pay Helen V. Smith the sum of \$824.15 for the funeral expenses of said decedent.

THOS J KEATING JR.
Judge

Filed July 13, 1964

ACCOUNT OF AUDITOR
Filed July 31, 1964

HERMAN VOSHELL, a/k/a
Herman W. Voshell, Sr.,
Executor under the Will of
Hannah Voshell, deceased

vs.

HERMAN W. VOSHELL, SR. et al.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4602

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 by decree of this Court of April 10, 1964, 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 and the costs of stating this account. The minimum fee under the local rules of Court were allowed the auctioneer for crying said sale in this cause.

3. After the allowance of the sole claim filed in this cause, which claim included the funeral bill of said decedent and which was authorized by Order of this Court, the balance was directed to be paid to the devisees under the second item of the last will and testament of Hannah Voshell, deceased, wherein it was directed that said trustee pay the State of Maryland lineal inheritance tax of 1%, which was deducted from each devisee's share.

Respectfully submitted,

J THOMAS CLARK
Duditor

July 31, 1964

Filed July 31, 1964

Cause No. 4602

The proceeds of the sale of real estate reported in this cause, in amount with Clayton C. Carter, Trustee, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendor of said land).

1964
May 2

Cr.

By proceeds of the sale of land, per report of sale of said vendor, to wit:-----	\$3,900.00	
By interest of unpaid portion of purchaser price, per statement of vendor, to wit:-----		<u>34.51</u>
By total proceeds of sale -----		\$3,934.51

Dr.

To Clayton C. Carter, Trustee (and Vendor) his commissions for making said sale, per order of Court, to wit:-----		\$345.00	
To do., for court costs paid in this cause per Clerk's receipt exhibited, to wit:			
1-Costs of Charles W. Cecil, Clerk -----	\$82.60		
2-Costs of Sheriff of Kent County -----	3.80		
3-Costs of Sheriff of Wicomico County-----	5.75		
4-Costs of Register of Wills of Queen Anne's County-----	7.00		
5-Fee of Jean D. Haymaker, Guardian ad litem -----	4.50		
6-Appearande fee of Clayton C. Carter, Attorney -----	10.00		
7-Costs of Vachel A. Downes, Jr., Examiner -----	10.00		
8-Costs of Betty M. Comegys, Steno.-----	<u>10.00</u>	133.65	
To do., for an amount due Dorothy E. Connolly, Agent, for the premium on the Trustee's corporate surety bond billed in this cause, per statement exhibited, to wit:-----			15.60
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for taxes for the first six months of 1964 assessed on land sold in this cause, per receipt exhibited, to wit:-----			17.45
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying the sale of the land sold in this cause, per local rules for the Second Judicial Circuit of Maryland, to wit:-----			25.00
To do., for an amount paid Kent County News for publishing Notice of Sale, per receipt exhibited, to wit:-----			15.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:-----			
1-For publishing Notice of Sale and Notice to Creditors-----	\$71.25		
2-For publishing Order Nisi of Sale-----	<u>14.00</u>	85.25	
To J. Thomas Clark, Auditor, for stating this audit, the sum of -----			45.00
To balance to be carried forward for distribution to creditors and respective owners-----		3,252.56	
		<u>\$3,934.51</u>	<u>\$3,934.51</u>

July 31, 1964

J THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution to creditors and then to respective owners-----	\$3,252.56	
---	------------	--

Dr.

To Helen V. Smith, Subrogee, as payment in full of her claim filed in this cause, and which claim includes a funeral expense in the sum of \$824.15, payment of which was authorized by Order of this Court of July 13, 1964, the sum of -----	\$1,529.39	
To balance to be carried for ward for distribution to the respective owners or devisees under the second item of the last will and testament of Hannah Voshell, the sum of -----	<u>1,723.17</u>	
	\$3,252.56	<u>\$3,252.56</u>

July 31, 1964

J THOMAS CLARK
Auditor

Cause No. 4602

Cr.

By valance carried forward for distribution to the respective owners or devisees under the second item of the last will and testament of Hannah Voshell, deceased, the sum of ----- \$1,723.17

Dr.

To James Franklin Jones, Jr., devisee under the second item of the last will and testament of Hannah Voshell, deceased, a monor, or to his legal guardian, one-half of the same, or the sum of -----\$861.58 Less the State of Maryland lineal inheritance tax of 1% on same ----- 8.62 \$852.96

To Harry Jones, devisee under the second item of the last will and testament of Hannah Voshell, deceased, a monor, or to his legal guardian, one-half of the same, or the sum of -----\$861.59 Less the State of Maryland lineal inheritance tax of 1% on same ----- 8.62 852.97

To Dorothy E. Connolly, Register of Wills of Queen Anne's County, as payment in full to the State of Maryland of the lineal inheritance tax due by the respective devisees of Hannah Voshell, deceased, on their interest inherited, the sum of ----- 17.24

\$1,723.17 \$1,723.17

July 31, 1964

J THOMAS CLARK Auditor

Filed July 31, 1964

CERTIFICATE OF NOTICES MAILED Filed July 31, 1964

HERMAN VOSHELL, a/k/a Herman W. Voshell, Sr., Executor under the will of Hannah Voshell, deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4602

vs.

Herman W. Voshell, Sr. et al.

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 31, 1964, 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:

Herman W. Voshell, Sr., individually and as Executor under the will of Hannah Voshell and Josephine D. Voshell, his wife Millington, Maryland

J. William Voshell and Clara V. Voshell, his wife R.R. No. 1, Millington, Maryland

Helen Voshell Jones Smith and Wilmer Smith, her husband (Helen V. Smith, being also a creditor) Parsonsburg, Maryland

James Franklin Jones, Jr. and Josephine Jones, his wife, East Locust Street Salisbury, Maryland

Harry Jones Parsonsburg, Maryland

Clayton C. Carter, Trustee
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 31, 1964, 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 31, 1964

NISI RATIFICATION OF AUDIT
Filed July 31, 1964

NISI RATIFICATION OF AUDIT

Herman Voshell, a/k/a
Herman W. Voshell, Sr.,
Executor under the will
of Hannah Voshell, deceased

VS.

Herman W. Voshell, Sr., et al.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4602

ORDERED, this 31st. day of July, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 18th. day of August, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL, Clerk

Filed July 31, 1964

FINAL RATIFICATION OF AUDIT
Filed Aug. 18, 1964

Herman Voshell, a/k/a
Herman W. Voshell, Sr.,
Executor Under the will
of Hannah Voshell, deceased

vs.

Herman W. Voshell, Sr., et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4602

FINAL RATIFICATION OF AUDIT

ORDERED, this 18th. day of August, 1964, 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 Clayton C. Carter, Trustee, 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, Maryland.

Filed Aug. 18, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirtieth day of January, in the year nineteen hundred and sixty-four, the following BILL OF COMPLAINT was filed for record, to wit:

RICHARD J. CARTER, Administrator
of the Estate of Ezekiel W.
Carter, deceased
Barclay, Maryland
PLAINTIFF

VS.

RICHARD J. CARTER, individually
Barclay, Maryland

HOWARD J. STANT, and
EVA STANT, his wife
Price, Maryland

ELVA S. CARTER, widow
c/o Mrs. Paul Nickerson, Jr.
Barclay, Maryland

EMMA S. HOLDEN, widow
c/o Mrs. John Dodd
Ridgeley, Maryland

THOMAS CLARENCE CARTER and
NELLIE E. CARTER, his wife
Barclay, Maryland

CATHERINE REYNOLDS and
DAVID REYNOLDS, her husband
211 Virginia Avenue
Brookland Terrace
Wilmington, Delaware

AUDREY SMITH and
SAMUEL SMITH, her husband
140 Killaran Drive
Collins Park
New Castle, Delaware

ELEANOR DAVIS, divorced
12 McMullin Avenue
Manor Park
New Castle, Delaware

WILLIAM H. CARTER, JR.
single man
Price, Maryland

MILTON STANT and
EVELYN STANT, his wife
Starkey's Corner, Maryland

CHRISTINE JESTER and
ROGER JESTER, her husband
Rock Hall, Maryland

CECELIA S. CECIL and
J. OREM CECIL, JR., her husband
Church Hill, Maryland

HOWARD HOLDEN and
EVELYN HOLDEN, his wife
Seaford, Delaware

JAMES ROBINSON and
BERTHA ROBINSON, his wife
Lot No. 37 Summit
Bridge Trailer Court,
Newark, Delaware

LAURA DEE ROBINSON,
a single minor
c/o Frances Robinson
26 McMullen Avenue
Manor Park
New Castle, Delaware

THELMA HEPBURN and
WILLIAM HEPBURN, her husband
211 Besson Avenue
Wilmington 9, Delaware

DEFENDANTS

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 4603

BILL OF COMPLAINT

Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Plaintiff, by his attorney, Clayton C. Carter, alleges:

1. That Ezekiel W. Carter, late of Queen Anne's County, died intestate on October 19, 1963, leaving a small personal estate, upon which letters of Administration were granted unto the Plaintiff by the Orphans' Court of Queen Anne's County, as will more fully appear by reference to the certificate of the Register of Wills of Queen Anne's County filed herewith and marked "Plaintiff's Exhibit A".

2. That the said Ezeiel W. Carter died seized and possessed of certain real estate devised unto him by Joseph H. Carter by his last will and testament dated July 27, 1915, duly admitted to probate by the Orphans' Court of Queen Anne's County and recorded among its will records in Liber W.T.B. No. 3 folio 459, a Certified copy of which is filed herewith and marked "Plaintiff's Exhibit B", which real estate is more particularly described by metes and bounds, courses and distances, according to a Certificate of Survey and Plat thereof made by S. Chester Coursey, Surveyor for Queen Anne's County, dated March 23, 1925, filed herewith and marked "Plaintiff's Exhibit C and D" respectively, as follows, to wit:

ALL that tract of land or farm, known as "Waterloo", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Ingleside, on the West side of the public road leading from Ingleside to Roesville and adjoining the lands of C. Percy Merrick, R.J. Carter, James H. Stansbury and others and described as follows:

BEGINNING in the middle of the aforesaid public road where the line of this farm and the line of the farm of C. Percy Merrick intersect the middle of the said road, a stone being on both sides of the road, and running with the Merrick land, North 36 degrees and 45 minutes West, 181 rods to a stone along the line of R.J. Carter; thence with Carter South 29 degrees 15 minutes West, 51.5 rods to a stone; thence South 59 degrees 30 minutes West, 93.5 rods to a stone in the woods; thence South 3 degrees West, 67 rods to a large stone along the Wilson line, said stone being the original beginning of this tract when it was purchased by one Beatty and is at the South East corner of a lot of woodland known formerly as the Mason tract; thence South 74 degrees 30 minutes East, 38 rods to a stone, a corner for the Stansbury lot; thence North 70 degrees 15 minutes East, 47.6 rods to middle of the new road; thence South 46 degrees 15 minutes East, 9.8 rods to culvert; thence North 75 degrees 30 minutes East, 2.6 rods to a stone, corner Stansbury; thence North 82 degrees 45 minutes East, 18 rods to stone; thence South 49 degrees 15 minutes East, 65.4 rods to middle of public road; thence with road North 53 degrees East, 64 rods; thence North 33 degrees 15 minutes East, 19 rods to place of beginning, containing 140.9 acres of land.

SUBJECT to the legal operation and effect, if any, of the following grants made by Ezekiel W. Carter during his lifetime, viz:

1. Grant dated Nov. 1937 to the State Roads Commission of Maryland, recorded among the land records of Queen Anne's County in Liber A.S.G. Jr., No. 3 folio 110 filed herewith and marked "Plaintiff's Exhibit E".

2. Grant dated May 18, 1948 to Choptank Electric Cooperative, Inc. recorded among said land records in Liber A.S.G. Jr. No. 19 folio 583 filed herewith and marked "Plaintiff's Exhibit F".

3. Grant dated April 21, 1955 to the County Commissioners of Queen Anne's County, recorded among said land records in Liber T.S.P. No. 22 folio 48, filed herewith and marked "Plaintiff's Exhibit G".

3. That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including the funeral expenses of said decedent, and the costs of administration, but the sum now in his hands will be applied to the payment of said funeral expenses and the said decedent's debts and the costs of administration, so far as the same will extend.

4. That your Plaintiff alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above-mentioned and described.

5. That the said Ezekiel W. Carter, being so seized and possessed, died intestate leaving to survive him the following heirs at law, viz:

Richard J. Carter, adult brother

Children of Alice C. Stant, deceased sister:

Howard J. Stant, adult nephew
Elva S. Carter, adult niece
Emma S. Holden, adult niece

Child of Thomas Carter, deceased brother:

Thomas Clarence Carter, adult nephew

Children of Bessie Yount, deceased sister:

Catherine Reynolds, adult niece
Audrey Smith, adult niece
Eleanor Davis, adult niece

Child of William H. Carter, deceased brother:

William H. Carter, Jr., adult nephew

Children of Florence (Glennie) Stant, deceased sister:

Milton Stant, adult nephew
Christine Jester, adult niece
Cecelia S. Cecil, adult niece

Child of Essie Holden, deceased sister:

Howard Holden, adult nephew

Child of Laura Robinson, deceased sister;
James Robinson, adult adopted nephew

Grandchild of Laura Robinson, deceased sister, and daughter of Oscar Ellwood Robinson, deceased natural son of Laura Robinson:
Laura Dee Robinson, minor great niece

Child of Carrie Cole, deceased sister:
Thelma Hepburn, adult niece

6. That all parties known to the Plaintiff to have any interest in said real estate have been made parties to this proceeding, as will more fully appear as follows, that is to say:

- (a) Richard J. Carter is single.
- (b) Howard J. Stant is married to Eva Stant.
- (c) Elva S. Carter is a widow.
- (d) Emma S. Holden is a widow.
- (e) Thomas Clarence Carter is married to Nellie E. Carter.
- (f) Catherine Reynokds is married to David Reynolds.
- (g) Audrey Smith is married to Samuel Smith.
- (h) Eleanor Davis is divorced.
- (i) William H. Carter, Jr. is single.
- (j) Milton Stant is married to Evelyn Stant.
- (k) Christine Jester is married to Roger Jester.
- (l) Cecelia S. Cecil is married to J. Orem Cecil, Jr.
- (m) Howard Holden is married to Evelyn Holden
- (n) James Robinson is married to Bertha Robinson.
- (o) Laura Dee Robinson, is a single minor.
- (p) Thelma Hepburn is married to William Hepburn.

WHEREFORE Plaintiff prays:

(1) That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Exekiel W. Carter, deceased.

(2) That the balance of the proceeds, if any, may be distributed to the parties entitled according to their respective interests therein.

(3) That he may have such other and further relief as the case may require.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiff
111 Lawyers Row
Centreville, Maryland
Telephone: 368

Filed Jan. 30, 1964

PLAINTIFF'S EXHIBIT A
Filed Jan. 30, 1964

PLAINTIFF'S EXHIBIT A

State

THE STATE OF MARYLAND,

Seal

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 EZEKIEL W. CARTER, late of Queen Anne's County, deceased, were on the 29th day of October in the year of our Lord one thousand nine hundred and sixty-three granted and committed unto Richard J. Carter who was then and there appointed ADMINISTRATOR 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

Orphans'

Seal of my office, this 7th day of

Court

January in the year of our Lord, nine-

Seal

teen hundred and sixty-four.

Test:

E. CLYDE WALLS
Register of Wills for Queen
Anne's County

Filed Jan. 30, 1964

Re-filed June 2, 1964

PLAINTIFF'S EXHIBIT B
Filed Jan. 30, 1964

PLAINTIFF'S EXHIBIT B

I, Joseph H. Carter, of Queen Anne's County, in the State of Maryland, do make this my last will and testament, in manner following, That is to say:

After the payment of my just debts and funeral expenses I give, devise and bequeath by entire estate as follows:

(1) I give and bequeath to Alice Stant, Glennie Stant, Essie Holden, Richard Carter, Thomas Carter, Carrie Cole, Bessie Yount, John A. Carter, William Carter, and Laura Robinson, each, the sum of One Dollar.

(2) I Give, devise, and bequeath, all of my property, real, personal and mixed, and of every kind and description, and wheresoever situated, except the bequest made in the above paragraph Number One, to my Brother Ezekiel Carter in fee.

(3) All the rest and residue of my estate, real and personal, of every kind and wheresoever situated, I give, devise and bequeath to my brother Ezekiel Carter, his heirs, personal representatives and assigns.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this Twenty-Seventh day of July, in the year Nineteen Hundred and Fifteen.

JOSEPH H CARTER (SEAL)

Signed, sealed, published and declared by the above named Testator as and for his last will and testament in the presence of us, who, at his request, in his presence, and the presence of each other, have hereunto subscribed our names as witnesses.

A. W. NICHOLS

J. J. C. LEGG

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 12th day of December A.D. 1933 came J.H.C. Legg Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Joseph H. Carter 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 the testator on or about 27th day of July A.D. 1915.

Sworn before

NORMAN S. DUDLEY
Register of Wills for Queen
Anne's County.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

On the 12th day of December 1933 came J.H.C. Legg of Centreville, Maryland subscribing witness to the foregoing last Will and Testament of Joseph H. Carter late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with A. W. Nichols subscribed his name, as witness; 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 for Queen
Anne's County.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, Sct:

On this 12th day of December in the year 1933 personally appeared J. Lemuel Roberts, and made oath in due form of law that he was well acquainted with A. W. Nichols who was a witness and who is now dead, having departed this life sometime in the year 1909; that he was well acquainted with (his) handwriting and the signature of the said and that he believes that the signature as appearing on the last Will and Testament of Joseph H. Carter as a witness thereto, is in the handwriting of the said A. W. Nichols, and is the true and genuine signature of the said A. W. Nichols.

Sworn in Open Court,
Test:

NORMAN S. DUDLEY
Register of Wills for Queen
Anne's County, Maryland

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 Joseph H. Carter, 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 19th day of December, A.D., 1933, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Joseph H. Carter, deceased.

HENRY C. BOWEN

W. HOPPER GIBSON

CLAYTON T. CANN

Judges of the Orphans' Court for
 Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, Set:

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 JOSEPH H. CARTER, late of Queen Anne's County, deceased, as filed and passed in this office on December 19th, 1933 and recorded in Liber W.T.B. No. 3 Folio 459 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 7th da of January 1964.

Orphans'

Court

Seal

E. CLYDE WALLS
 Register of Wills for Queen Anne's
 County, Maryland

Filed Jan. 30, 1964

PLAINTIFF'S EXHIBIT C
 Filed Jan. 30, 1964

I H E R E B Y C E R T I F Y, That, at the request of J. H. Carter, I surveyed on March 20th, 1925, a farm or tract of land, situate near Ingleside, Queen Anne's County, Maryland, on the West side of the public road leading from Ingleside to Roseville and adjoining the lands of C. PERCY MERRICK, R. J. Carter, James H. Stansbury and others and is contained within the following metes and bounds, courses and distances to wit:

Beginning in the middle of the aforesaid public road where the line of this farm and the line of the farm of C. Percy Merrick intersect the middle of the said road, a stone being on both sides of the road, and running with the Merrick land, North 36 degrees and 45 minutes West, 181 rods to a stone along the line of R. J. Carter; thence with Carter South 29 degrees 15 minutes West, 51.5 rods to a stone; thence South 59 degrees 30 minutes West, 93.5 rods to a stone in the woods; thence South 3 degrees West, 67 rods to a large stone along the Wilson line, said stone being the original beginning of this tract when it was purchased by one Beatty and is at the South East corner of a lot of woodland known formerly as the Mason tract; thence South 74 degrees 30 minutes East, 38 rods to a stone, a corner for the Stansbury lot; thence North 70 degrees 15 minutes East, 47.6 rods to middle of the new road; thence South 46 degrees 15 minutes East, 9.8 rods to culvert; thence North 75 degrees 30 minutes East, 2.6 rods to a stone, corner Stansbury; thence North 82 degrees 45 minutes East, 18 rods to stone; thence South 49 degrees 15 minutes East, 65.4 rods to middle of public road; thence with road North 53 degrees East, 64 rods; thence North 33 degrees 15 minutes East, 19 rods to place of beginning, containing 140.9 Acres of Land.

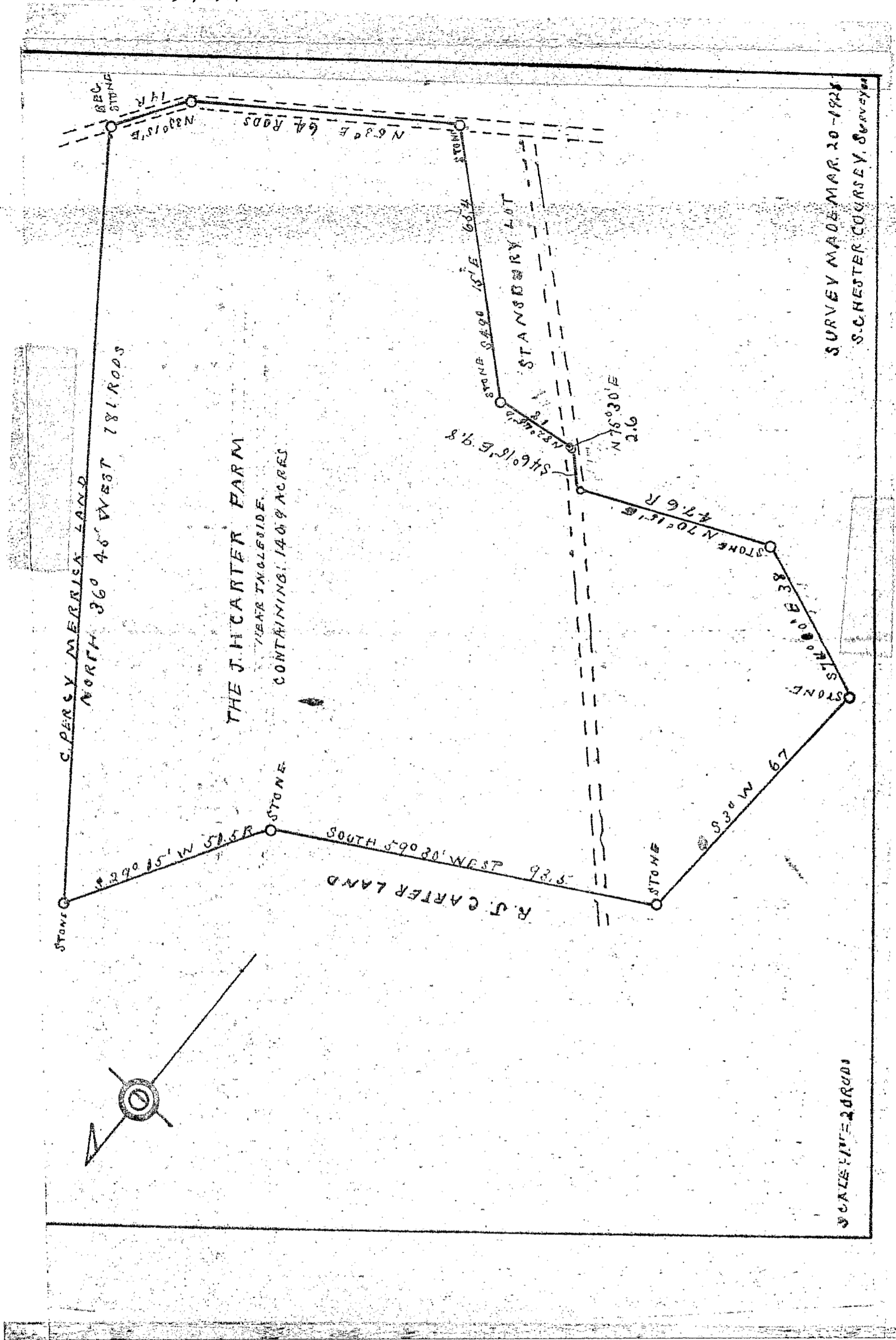
Centreville, Maryland.
 March 23rd, 1925

S CHESTER COURSEY.
 Surveyor for Queen Anne County, Md.

Filed Jan. 30, 1964

Re-filed June 2, 1964

PLAINTIFF'S EXHIBIT D
Filed Jan. 30, 1964



PLAINTIFF'S EXHIBIT E
Filed Jan. 30, 1964

PLAINTIFF'S EXHIBIT E

.....F.....
#20,027 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighth day of July, in the year nineteen hundred and forty, the following Grant of Right of Way was brought to be recorded, to wit:-

THIS GRANT, Made this day of Dec. 1937, Witnesseth that:

WHEREAS the State Roads Commission of Maryland proposes to improve the State Road leading from Ingleside to Roe in Queen Anne's County, and a material benefit to the adjoining landowners and useful to the general public,

NOW, THEREFORE, THIS DEED WITNESSETH THAT IN consideration of the premises, we do hereby give and grant unto the State Roads Commission of Maryland, to be used in the construction, improvement and maintenance of the aforesaid State Road, a right of way or strip of land 60 feet in width measured 30 feet on either side of and perpendicular to the center line of the road presently to be constructed, or so much of our land as may lie within the sixty (60) foot strip measured as aforesaid, based on the roadway passing to the North westward of a large cherry tree in Clarence Eley's yard.

AND we further grant to the said State Roads Commission, or their agents, the right to construct, use and maintain such pipes, culverts and drainage structures as they may desire to construct for the purpose of draining said road, together with the right to create and maintain on our land adjacent thereto such slopes as are necessary to support and retain the aforesaid right of way and/or adjacent land, at the grades of said road as now proposed.

AND we further release the State Roads Commission of Maryland, their officers, agents and employees, from any damage incident to the laying out and construction of said road, provided such work is done in a workmanlike manner.

IN TESTIMONY WHEREOF, Witness our hands and seals.

WILLIAM W. ELEY (SEAL)
William W. Eley

CELENA H. ELEY (SEAL)
CELnea H. Eley

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. 3, folio 110, 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 30th day of January in the year nineteen hundred and sixty-four.

Circuit

Court

Seal

CHARLES W. CECIL
Clerk

Filed Jan. 30, 1964

Re-filed June 2, 1964

PLAINTIFF'S EXHIBIT F
Filed Jan. 30, 1964

.....F.....
#26,621. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of June in the year nineteen hundred and forty eight, the following Right of Way was brought to be recorded, to wit:-

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned grantors, I Ezekiel W. Carter unmarried, of Ingleside Queen Anne County, State of Maryland, in consideration of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant unto CHOPTANK ELECTRIC COOPERATIVE, INC., a corporation, whose post office address is Denton, Maryland, and to its successors and assigns, the continuing right to enter upon our lands (whether held jointly or severally), situated in Queen Anne County, State of Maryland, and being a tract of land whereon I resided and known as Waterloo Farm consisting of approximately 140 acres, lying on the County road leading from Ingleside to Roe, adjoining lands of C. P. Merrick and R. J. Carter and to place, construct, operate, repair, maintain, relocate, replace and extend from time to time thereon and in or upon all streets, roads or highways on or abutting said lands, an electric transmission or distribution line or system, including poles, towers, fixtures and appurtenances, and to cut and trim trees and shrubbery thereon to the extent necessary to keep the said electric transmission or distribution line or system clear thereof; and to cut down, from time to time, all dead, weak, leaning or otherwise dangerous trees, which are tall enough to strike the wires in falling.

The undersigned covenant that we will not plant or suffer or permit to be planted any trees of a species capable of growing to a height greater than

twenty feet, within ten feet of the center line of any pole lines established by this grantee, its successors or assigns, in pursuance of the rights hereby granted, and that the said CHOPTANK ELECTRIC COOPERATIVE, INC., its successors and assigns, shall quietly enjoy said rights in said lands; that they are the owners thereof and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and words in the plural shall be construed in the singular.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18th day of May, 1948.

Signed, sealed and delivered in the presence of:

EZEKIEL W. CARTER (L.S.)
Ezekiel W. Carter

PAUL C. FISHER
Paul C. Fisher

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Ezekiel W. Carter Single known to me or satisfactorily proven to be the person whose name was subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

PAUL C. FISHER
Paul C. Fisher, 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. 19, folio 583, 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 30th day of January in the year nineteen hundred and sixty-four.

Circuit

Court

Seal

CHARLES W. CECIL
Clerk

Filed Jan. 30, 1964

Re-filed June 2, 1964

PLAINTIFF'S EXHIBIT G
Filed Jan. 30, 1964

#55,982
RECEIVED FOR RECORD June 3, 1955

LIBER 22 PAGE 48

THIS GRANT, made this 21 day of April, 1955,

WHEREAS, the County Commissioners of Queen Anne's County propose to improve the road leading from Route 19 to Route 305 (known as the Carter Road) #10 - 2nd, ED in Queen Anne's County; and

WHEREAS, the improvement of said road, in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned grantors.

NOW, THEREFORE, THIS GRANT WITNESSETH, that in consideration of the premises, we, the undersigned grantors, do hereby grant unto the County Commissioners of Queen Anne's County, its successors and assigns, the right to enter and widen, improve and maintain said road in and upon so much of our land as may lie within a 50 foot wide strip, measured 25 feet on either side of and perpendicular to the center line of said road as presently proposed.

AND we do further grant unto the County Commissioners of Queen Anne's County, its successors and assigns, the right to create, use and maintain on the adjacent land of the undersigned grantors such drainage structures, stream changes and facilities as are necessary in the opinion of the said County Commissioners to adequately drain the road and/or adjacent property and such slopes as are necessary to retain the said road and/or adjacent property.

AND, we, for ourselves, our heirs and assigns do further release the said County Commissioners, their officers, agents and employees from any damage incident to the widening, improvement and maintenance of said road, provided such work is done in a workmanlike manner.

AND..... joins in this grant for the purpose of releasing any mortgage and/or which holds upon the property hereby granted, expressly retaining right as Mortgagee and/or lienor to any property not affected by this grant.

AND the grantors covenant that they have done no act to encumber

said easements, that they will warrant specially the easements hereby granted, and that they will execute such further assurances of the same as may be requisite.

AS WITNESS our hands and seals.

WITNESS <u>CHARLES E. TURNER</u>	as to	<u>EZEKIEL W. CARTER</u>	(SEAL)
WITNESS <u>CHARLES E. TURNER</u>	as to	<u>EDW. R. THOMAS</u>	(SEAL)
WITNESS <u>CHARLES E. TURNER</u>	as to	<u>MAE THOMAS</u>	(SEAL)
WITNESS <u>CHARLES E. TURNER</u>	as to	<u>LOUIS PLUGGE</u>	(SEAL)
WITNESS <u>CHARLES E. TURNER</u>	as to	<u>ALICE M. PLUGGE</u>	(SEAL)

STATE OF MARYLAND COUNTY OF QUEEN ANNE'S, to wit:

ON this 21 day of April, 1955, before me, the undersigned officer personally appeared Ezekiel W. Carter and acknowledged the foregoing Grant to be his act (the act of said body corporate).

AS WITNESS my hand and official seal.

Notary
Public
Seal

CHARLES EDWIN TURNER

STATE OF MARYLAND COUNTY OF QUEEN ANNE'S, to wit:

ON this 21 day of April, 1955, before me, the undersigned officer, personally appeared Edw R. Thomas, Mae Thomas and acknowledged the foregoing Grant to be their act (the act of said body corporate).

AS WITNESS my hand and official seal.

Notary
Public
Seal

CHARLES EDWIN TURNER

STATE OF MARYLAND COUNTY OF QUEEN ANNE'S, to wit:

ON this 21 day of April, 1955, before me, the undersigned officer personally appeared Louis Plugge, Alice M. Plugge and acknowledged the foregoing Grant to be their act (the act of said body corporate).

AS WITNESS my hand and official seal.

Notary
Public
Seal

CHARLES EDWIN TURNER

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. 22, folio 48, 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 30th day of January in the year nineteen hundred and sixty-four.

CHARLES W. CECIL

Clerk

Filed Jan 30, 1964

Re-filed June 2, 1964

ORDER OF PUBLICATION
Filed Jan. 30, 1964

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4603

RICHARD J. CARTER, Administrator
of the Estate of Ezekiel W. Carter,
deceased
Barclay, Maryland
Plaintiff

VS.

RICHARD J. CARTER, individually
Barclay, Maryland

HOWARD J. STANT, and
EVA STANT, his wife
Price, Maryland

ELVA S. CARTER, widow
c/o Mrs. Paul Nickerson, Jr.
Barclay, Maryland

EMMA S. HOLDEN, widow
c/o Mrs. John Dodd
Ridgeley, Maryland

THOMAS CLARENCE CARTER and
NELLIE E. CARTER, his wife
Barclay, Maryland

CATHERINE REYNOLDS and
DAVID REYNOLDS, her husband
211 Virginia Avenue
Brookland Terrace
Wilmington, Delaware

AUDREY SMITH and
SAMUEL SMITH, her husband
140 Killaran Drive
Collins Park
New Castle, Delaware

ELEANOR DAVIS, divorced
12 McMullin Avenue
Manor Park
New Castle, Delaware

WILLIAM H. CARTER, JR.
single man
Price, Maryland

MILTON STANT and
EVELYN STANT, his wife
Starkey's Corner, Maryland

CHRISTINE JESTER and
RODGER JESTER, her husband
Rock Hall, Maryland

CECELIA S. CECIL and
J. OREM CICIL, JR., her husband
Church Hill, Maryland

HOWARD HOLDEN and
EVELYN HOLDEN, his wife
Seaford, Delaware

JAMES ROBINSON and
BERTHA ROBINSON, his wife
Lot No. 37 Summit
Bridge Trailer Court,
Newark, Delaware

LAURA DEE ROBINSON
a single minor
c/o Frances Robinson
26 McMullin Avenue
Manor Park
New Castle, Delaware

THELMA HEPBURN and
WILLIAM HEPBURN, her husband
211 Besson Avenue
Wilmington 9, Delaware

DEFENDANTS

ORDER OF PUBLICATION

This is to give notice that on the 30th day of January, 1964, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County, in Equity, by the above-named Plaintiff against the above-named Defendants.

The Bill alleges in substance that Ezekiel W. Carter, late of Queen Anne's County, died intestate on October 19, 1963, leaving a small personal estate, upon which letters of Administration were granted unto the Plaintiff by the Orphans' Court of Queen Anne's County.

That the said Ezekiel W. Carter died seized and possessed of certain real estate devised unto him by Joseph H. Carter by his last will and testament dated July 27, 1915, duly admitted to probate by the Orphans' Court of Queen Anne's County and recorded amongst its will records in Liber W.T.B. No. 3 folio 459, which real estate is more particularly described by metes and bounds, courses and distances according to a Certificate of Survey and Plat thereof made by S. Chester Coursey, Surveyor for Queen Anne's County, dated March 23, 1925 and March 20, 1925, as follows, to wit:

ALL that tract of land or farm, known as "Waterloo", situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Ingleside, on the West side of the public road, leading from Ingleside to Roseville adjoining the lands of C. Percy Merrick, R. J. Carter, James H. Stansbury and others and described as follows:

BEGINNING in the middle of the aforesaid public road where the line of this farm and the line of the farm of C. Percy Merrick intersect the middle of the said road, a stone being on both sides of the road, and running with the Merrick land, North 36 degrees and 45 minutes West, 181 rods to a stone along the line of R. J. Carter; thence with Carter South 29 degrees 15 minutes West, 51.5 rods to a stone; thence

South 59 degrees 30 minutes West, 93.5 rods to a stone in the woods; thence South 3 degrees West, 67 rods to a large stone along the Wilson line, said stone being the original beginning of this tract when it was purchased by one Beatty and is at the South East corner of a lot of woodland known formerly as the Mason tract; thence South 74 degrees 30 minutes East, 38 rods to a stone, a corner for the Stansbury lot; thence North 70 degrees 15 minutes East, 47.6 rods to middle of the new road; thence South 46 degrees 15 minutes East, 9.8 rods to culvert; thence North 75 degrees 30 minutes East, 2.6 rods to a stone, corner Stansbury; thence North 82 degrees 45 minutes East, 18 rods to stone; thence South 49 degrees 15 minutes East, 65.4 rods to middle of public road; thence with road North 53 degrees East, 64 rods; thence North 33 degrees 15 minutes East, 19 rods to place of beginning, containing 140.9 acres of land.

SUBJECT to the legal operation and effect, if any, of the following grants made by Ezekiel W. Carter during his lifetime, viz:

Grant dated Nov. 1937 to the State Roads Commission of Maryland, recorded among the land records of Queen Anne's County in Liber A.S.G.Jr. No. 3 folio 110.

Grant dated May 18, 1948 to Choptank Electric Cooperative, Inc., recorded among said land records in Liber A.S.G. Jr. No. 19, folio 583.

Grant dated April 21, 1955 to the County Commissioners of Queen Anne's County, recorded among said land records in Liber T.S.P. No. 22 folio 48.

That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including the funeral expenses of said decedent, and the costs of administration, but the sum now in his hands will be applied to the payment of said funeral expenses and the said decedent's debts and the costs of administration, so far as the same will extend.

That your Plaintiff alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above-mentioned and described.

That the said Ezekiel W. Carter, being so seized and possessed, died intestate leaving to survive him the following heirs at law, viz:

Richard J. Carter, adult brother

Children of Alice C. Stant, deceased sister:

Howard J. Stant, adult nephew
Elva S. Carter, adult niece
Emma S. Hilden, adult niece

Child of Thomas Carter, deceased brother:

Thomas Clarence Carter, adult nephew

Children of Bessie Yount, deceased sister:

Catherine Reynolds, adult niece
Audrey Smith, adult niece
Eleanor Davis, adult niece

Child of William H. Carter, deceased brother:

William H. Carter, Jr., adult nephew

Children of Florence (Glennie) Stant, deceased sister:

Milton Stant, adult nephew
Christine Jester, adult niece
Cecelia S. Cecil, adult niece

Child of Essie Holden, deceased sister:

Howard Holden, adult nephew

Child of Laura Robinson, deceased sister:

James Robinson, adult adopted nephew

Grandchild of Laura Robinson, deceased sister, and daughter of Oscar Ellwood Robinson, deceased natural son of Laura Robinson:

Laura Dee Robinson, minor great niece

Child of Carrie Cole, deceased sister:

Thelma Hepburn, adult niece

That all parties known to the Plaintiff to have any interest in said real estate have been made parties to this proceeding, as will more fully appear as follows, that is to say:

Richard J. Carter, is single.

Howard J. Stant is married to Eva Stant.

Elva S. Carter is a widow.

Emma S. Holden is a widow.

Thomas Clarence Carter is married to Nellie E. Carter.

Catherine Reynolds is married to David Reynolds.

Audrey Smith is married to Samuel Smith.

Eleanor Davis is divorced.

William H. Carter, Jr. is single.

Milton Stant is married to Evelyn Stant.

Christine Jester is married to Roger Jester.

Cecelia S. Cecil is married to J. Orem Cecil, Jr.

Howard Holden is married to Evelyn Holden.

James Robinson is married to Bertha Robinson.

Laura Dee Robinson, is a single minor.

Thelma Hepburn is married to William Hepburn.

The relief prayed in the Bill of Complaint is substantially as follows:

(1) That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Ezekiel W. Carter, deceased.

(2) That the balance of the proceeds, if any, may be distributed to the parties entitled according to their respective interests therein.

(3) That he may have such other and further relief as the case may require.

WHEREUPON, it is ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 30th day of January, 1964, that the Plaintiff cause a copy of this Order to be inserted in some newspaper published in Queen Anne's County, once a week in each of four successive weeks before the 4th day of March, 1964, giving notice to the Defendants who are non-residents 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 6th day of April, 1964 and file their answer or other initial pleading in the Clerk's office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

CHARLES W. CECIL
Clerk of Court

Filed Jan. 30, 1964

SUMMONS
Filed Feb. 3, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4603
Docket T.S.P. #2, fol. 351

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

TO: Christine Jester and Rodger Jester, her husband
Rock Hall, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Barclay, Maryland,

Issued the 30th. day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton G. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland

CHARLES W. CECIL
Clerk
(Seal of Court)
Circuit
Court
Seal

NOTICE TO THE PERSONS SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And at the foot of the foregoing is the following return:

Served by delivering a copy of the Summons to Christine Jester and Roger Jester, and by leaving with each of them a copy of the Bill of Complaint, this 31st, day of January 1964.

BARTUS O. VICKERS
Sheriff, Kent county Maryland

Filed Feb. 3, 1964

SUMMONS
Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 Filed No. 4603
 Docket T.S.P. #2, fol. 351

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

TO: Howard J. Stant and Eva Stant, his wife
 Price, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekile W. Carter, Deceased, Barclay, Maryland

Issued the 30th. day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Md.
 Telephone: 368

CHARLES W. CECIL
 Clerk
 (Seal of Court)
 Circuit
 Court
 Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE
 February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 3, 1964

JOSEPH S. QUIMBY

And on the back of the foregoing is the following return:

Summons served and copy of summons and bill of complaint left with Howard J. Stant and Eva Stant this 1st day of February, 1964.

JOSEPH S. QUIMBY
 Sheriff

SUMMONS

Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 File No. 4603
 Docket T.S.P. #2, fol. 351

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

TO: William H. Carter, Jr., single man
 Price, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Barclay, Maryland,

Issued the 30th. day of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Maryland
 Telephone: 368

CHARLES W. CECIL
 Clerk
 (Seal of Court)
 Circuit
 Court
 Seal

NOTICE TO THE PERSONS SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 18, 1964, THE
 PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back of the foregoing is the following return:

Summons served and copy of summons and bill of complaint left with William H. Carter Jr. this 1st day of February, 1964.

JOSEPH S. QUIMBY
 Sheriff

SUMMONS

Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 File No. 4603
 Docket T.S.P. #2, fol. 351

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

TO: Elva S. Carter, widow
 c/o Mrs. Paul Nickerson, Jr.
 Barclay, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased Barclay, Maryland

Issued the 30th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Md.
 Telephone: 368

CHARLES W. CECIL

Clerk

(Seal of Court)
 Circuit
 Court
 Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 3, 1964

And on the back is the following endorsement, to wit:

Summons served and copy of summons and bill of complaint left with Elva S. Carter this 1st day of February, 1964.

JOSEPH S. QUIMBY
 Sheriff

SUMMONS.

Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 File No. 4603
 Docket T.S.P. #2, fol. 351

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

TO: Richard J. Carter, individually
 Barclay, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Barclay, Maryland

Issued the 30th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Maryland
 Telephone: 368

CHARLES W. CECIL

Clerk

(Seal of Court)

Circuit
 Court
 Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 3, 1964

And on the back is the following endorsement, to wit:

Summons served and copy of summons and bill of complaint left with Howard J. Carter this 1st day of February, 1964.

JOSEPH S. QUIMBY
 Sheriff

SUMMONS
Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4603
Docket T.S.P.#2, fol. 351

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

TO: Milton Stant and Evelyn Stant, his wife,
Starkey's Corner, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Barclay, Maryland,

Issued the 30th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Md.
Telephone: 368

CHARLES W. CECIL
Clerk
(Seal of Court)
Circuit
Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Bef. 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 3, 1964

And on the back is the following endorsement, to wit:

Summons served and copy of summons and bill of complaint left with Milton Stant and Evelyn Stant this 1st day of February, 1964.

JOSEPH S. QUIMBY
Sheriff

SUMMONS
Filed Feb. 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Equity Summons:

February Return Day
File No. 4603
Docket T.S.P. #2, fol 351

TO: Thomas Clarence Carter and Nellie E. Carter, his wife,
Barclay, Maryland,

You are hereby summoned to the Circuit Court for Queen Anne's County the First Monday of February, next, to answer an action at the suit of January 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Telephone: 368

CHARLES W. CECIL
Clerk
(Seal of Court)
Circuit
Court Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb 3, 1964

And on the back is the following endorsement, to wit:

Summons served and copy of summons and bill of complaint left with Thomas Clarence Carter and Nellie E. Carter this 1st day of February, 1964.

JOSEPH S. QUIMBY
Sheriff

SUMMONS

Filed Jan 3, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 File No. 4603
 Docket T.S.P. #2

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

TO: Cecelia S. Cecil and
 J. Orem Cecil, Jr., her husband
 Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, Barclay, Maryland

Issued the 30th. day of January, 1964

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Maryland
 Telephone: 368

CHARLES W. CECIL
 Clerk

(Seal of Court)

Circuit
 Court
 Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Jan. 3, 1964

And on the back is the following endorsement, to wit:

Summons served and copy of summons and bill of complaint left with Cecelia S. Cecil and J. Orem Cecil, Jr. this 1st day of February, 1964.

JOSEPH S. QUIMBY
 Sheriff

SUMMONS

Filed Feb. 4, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
 File No. 4603
 Docket T.S.P. #2, fol. 351

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

TO: Emma S. Holden, widow
 c/o Mrs. John Dodd
 Ridgely, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County, to the First Monday of February, next, to answer an action at the suit of Richard J. Carter, administrator of the Estate of Ezekiel W. Carter, deceased Barclay, Maryland

Issued the 30th. day of January, 1964.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
 111 Lawyers Row
 ADDRESS: Centreville, Maryland
 Telephone: 368

CHARLES W. CECIL
 Clerk

(Seal of Court)

Circuit
 Court
 Seal

NOTICE OF THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 18, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 4, 1964

And on the back is the following endorsement, to wit:

Defendant summoned, copies of process, declaration, etc. left with her, February 1st, 1964.

LOUIS G. ANDREW Sheriff of
Caroline County.

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed Feb. 10, 1964

RICHARD J. CARTER, Administrator	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
RICHARD J. CARTER, individually et al.	:	IN EQUITY
	:	CHY. NO. <u>4603</u>

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 10th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by him at the following place, to wit:

111 Lawyers Row
Centreville, Md.

WITNESS:

JEAN D. HAYMAKER

JAMES H. ROBINSON

Filed Feb. 10, 1964

RETURN AS TO SERVICE OF ORDER OF PUBLICATION
Filed Feb. 14, 1964

RICHARD J. CARTER, Administrator	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
RICHARD J. CARTER, In- dividually et al.	:	IN EQUITY
	:	CHY. No. 4603

RETURN AS TO SERVICE OF ORDER OF PUBLICATION

EDWARD J. MICHAELS WHO resides at Fairfax Blvd. Wilmington, Delaware, and who is over 21 years of age, and not a party to this action, hereby certifies that on February 12, 1964, he served a true copy of the Order of Publication passed in the above entitled cause on January 30, 1964, on BERTHA ROBINSON, one of the Defendants, at 210 E. 23rd Street Wilmington, Delaware, by delivering and leaving a copy of said Order with the said Bertha Robinson.

EDWARD J. MICHAELS
Sheriff, N.C.C.

STATE OF DELAWARE

COUNTY OF NEW CASTLE, sct:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Edward J. Michaels, Sheriff who made oath in due form of law that the matters and facts hereinabove set forth are true.

AS WITNESS my hand and Notarial Seal this 13th day of February, 1964.

MARION V. HAEFNER
Notary Public

Notary
Public
Seal.

Filed Feb. 14, 1964.

DECREE PRO CONFESSO
Filed March 4, 1964

RICHARD J. CARTER, Administrator : IN THE CIRCUIT COURT
VS. : FOR
RICHARD J. CARTER, in- : QUEEN ANNE'S COUNTY
dividually ET AL : IN EQUITY
: CHY. NO. 4603

DECREE PRO CONFESSO

The Defendants, Christine Jester and Roger Jester, her husband; Howard J. Stant and Eva Stant, his wife; William H. Carter, Jr.; Elva S. Carter; Richard J. Carter; Milton Stant and Evelyn Stant, his wife; Thomas Clarence Carter and Nellie E. Carter, his wife; Cecilia S. Cecil and J. Orem Cecil, Jr., her husband; and Emma S. Holden, 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 4th day of March, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Christine Jester and Roger Jester, her husband; Howard J. Stant and Eva Stant, his wife; William H. Carter, Jr., Elva S. Carter; Richard J. Carter; Milton Stant and Evelyn Stant, his wife, Thomas Clarence Carter and Nellie E. Carter; his wife; Cecilia S. Cecil and J. Orem Cecil, Jr., her husband; and Emma S. Holden; but because it doth not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED and ORDERED that leave is granted to the Plaintiff 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 March 4, 1964

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
Administrator : FOR
VS. : QUEEN ANNE'S COUNTY
RICHARD J. CARTER, : IN EQUITY
Individually et al. : CHY. No. 4603

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 15th day of February 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by her at the following place, to wit:

26 McMullin Ave., Manor Park,
New Castle, Delaware

WITNESS:

AUDREY SMITH

LAURA DEE ROBINSON
Laura Dee Robinson

Filed March 10, 1964

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
Administrator : FOR
VS. : QUEEN ANNE'S COUNTY
Richard J. Carter, : IN EQUITY
Individually et al. : CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 15th day of February,

1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by her at the following place, to wit:

26 McMullin Ave., Manor Pk.
New Castle, Delaware

WITNESS:

AUDREY SMITH

FRANCES ROBINSON
Frances Robinson, mother and
custodian of Laura Dee
Robinson, a minor

Filed March 10, 1964

ADMISSION OF SERVICE OF ORDER
OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
Administrator :
VS. : FOR
RICHARD J. CARTER, : QUEEN ANNE'S COUNTY
individually et al. : IN EQUITY
CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 15 day of February, 1964, a true copy of the Order of Publication dated January 30, 1964, in the above-entitled cause was received by her at the following place, to wit:

211 Va Ave Brookland Terrace
Wilmington Dela.

WITNESS:

ELEANOR Y DAVIS

CATHERINE REYNOLDS
Catherine Reynolds

Filed March 10, 1964

ADMISSION OF SERVICE OF
ORDER OR PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
Administrator :
VS. : FOR
RICHARD J. CARTER, : QUEEN ANNE'S COUNTY
individually et al. : IN EQUITY
CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 15th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by him at the following place, to wit:

211 Virginia Ave Brookland Terrace
Wilmington, Del.

WITNESS:

ELEANOR Y DAVIS

DAVID REYNOLDS
David Reynolds

Filed March 10, 1964

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
Administrator :
VS. : FOR
RICHARD J. CARTER, : QUEEN ANNE'S COUNTY
Individually et al. : IN EQUITY

CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF
PUBLICATION

The undersigned hereby certifies that on the 15th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964, in the above-entitled cause was received by her at the following place, to wit:

140 Killoran Drive
New Castle, Delaware

WITNESS:

ELEANOR Y DAVIS

Filed March 10, 1964

AUDREY SMITH
Audrey Smith

ADMISSION OF SERVICE OF ORDER
OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER,
Administrator

VS.

RICHARD J. CARTER,
individually et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4603

The undersigned hereby certifies that on the 15th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964, in the above-entitled cause was received by him at the following place, to wit:

140 Killoran Dr.
New Castle, Delaware

WITNESS:

ELEANOR Y DAVIS

Filed March 10, 1964

SAMUEL SMITH
Samuel Smith

ADMISSION OF SERVICE OF ORDER
OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER,
Administrator

VS.

RICHARD J. CARTER,
individually et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4603

The undersigned hereby certifies that on the 15th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964, in the above-entitled cause was received by her at the following place, to wit:

12 McMullin Avenue
New Castle Delaware

WITNESS:

AUDREY SMITH

Filed March 10, 1964

ELEANOR DAVIS
Eleanor Davis

ADMISSION OF SERVICE OF ORDER
OF PUBLICATION

RICHARD J. CARTER,
Administrator

VS.

Richard J. Carter,
individually et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned hereby certifies that on the 15th day of February 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by him at the following place, to wit:

211 Beeson Ave, Hillcrest
Wilmington 9, Del.

WITNESS:

AUDREY SMITH

WILLIAM HEPBURN

WILLIAM J. HEPBURN
William J. Hepburn

Filed March 10, 1964

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed March 10, 1964

RICHARD J. CARTER,
Administrator

:
:

IN THE CIRCUIT COURT

VS.

FOR

RICHARD J. CARTER,
individually et al.

:
:

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4603

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned hereby certifies that on the 15th day of February 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by her at the following place, to wit:

211 Beeson Ave. Hillcrest
Wilmington, Delaware

WITNESS:

AUDREY SMITH

THELMA C. HEPBURN
Thelma Hepburn

THELMA C. HEPBRON

Filed March 10, 1964

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed March 16, 1964

RICHARD J. CARTER,
Administrator

:
:

IN THE CIRCUIT COURT

VS.

FOR

RICHARD J. CARTER,
individually et al.

:
:

QUEEN ANNE'S COUNTY

IN EQUITY

CHY NO. 4603

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned hereby certifies that on the 25 day of February 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by him at the following place, to wit:

Seaford, Delaware

WITNESS:

PAUL R. COLLINS

HOWARD HOLDEN
Howard Holden

Filed Mar. 16, 1964

ADMISSION OF SERVICE OF ORDER OF PUBLICATION
Filed March 16, 1964

RICHARD J. CARTER,
Administrator

IN THE CIRCUIT COURT

VS.

FOR

RICHARD J. CARTER, : QUEEN ANNE'S COUNTY
 individually et al. :
 : IN EQUITY
 :
 : CHY. NO. 4603

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ADMISSION OF SERVICE OF ORDER OF PUBLICATION

The undersigned hereby certifies that on the 25th day of February, 1964, a true copy of the Order of Publication dated January 30, 1964 in the above-entitled cause was received by her at the following place, to wit:

Seaford, Delaware

WITNESS:

PAUL R. COLLINS

EVELYN HOLDEN
 Evelyn Holden

Filed Mar 16, 1964

PETITION FOR GUARDIAN AD LITEM
 Filed April 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
 Administrator of the :
 Estate of Ezekiel W. : FOR
 Carter, deceased :
 : QUEEN ANNE'S COUNTY
 vs. :
 : IN EQUITY
 RICHARD J. CARTER, et al. :
 : NO. 4603

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter deceased, by Clayton C. Carter, his attorney, respectfully represents:

1. That Laura Dee Robinson, one of the Defendants in the above entitled cause, having been duly notified by Order of Publication to appear to the Bill of Complaint, but being an infant she cannot answer and defend this suit for herself, for she has no legal guardian appointed for her within the jurisdiction of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear, answer and defend for said infant.

Respectfully submitted:

CLAYTON C. CARTER
 Attorney for Plaintiff

Filed April 10, 1964

ORDER OF COURT
 Filed April 10, 1964

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 10th day of April, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Robert R. Price, Jr. Esq., be, and he is hereby appointed Guardian Ad Litem to represent Laura Dee Robinson, a minor, and to appear, answer and defend for her the Bill of Complaint filed in this cause.

THOS J. KEATING JR.
 Judge

Filed April 10, 1964

DECREE PRO CONFESSO
 Filed April 10, 1964

RICHARD J. CARTER, : IN THE CIRCUIT COURT
 Administrator of the :
 Estate of Ezekiel W. : FOR
 Carter, deceased :
 : QUEEN ANNE'S COUNTY
 vs. :
 : IN EQUITY
 RICHARD J. CARTER, et al. :
 : NO. 4603

DECREE PRO CONFESSO

The Defendants, Catherine Reynolds and David Reynolds, her husband, Audrey Smith and Samuel Smith, her husband, Eleanor Davis, divorced lady, Howard Holden and Evelyn Holden, his wife, James Robinson and Bertha Robinson, his wife, Thelma Hepburn and William Hepburn, 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 said Order;

IT IS THEREUPON, this 10th day of April, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED; that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Catherine Reynolds and David Reynolds, her husband, Audrey Smith and Samuel Smith, her husband, Eleanor Davis, divorced lady, Howard Holden and Evelyn Holden, his wife, James Robinson and Bertha Robinson, his wife, and Thelma Hepburn and William Hepburn, her husband; but because it doth not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED and ORDERED that leave is granted to the Plaintiff to take testimony before any one of the standing Esaminers of this Court to support the allegations of the Bill.

THOS J KEATING JR.

Judge

Filed April 10, 1964

ANSWER BY GUARDINA AD LITEM
Filed April 10, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, deceased	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
RICHARD J. CARTER, et al.	:	NO. 4603

ANSWER BY GUARDIAN AD LITEM

Defendant, Laura Dee Robinson, a minor, by Robert R. Price, Jr., her Guardian Ad Litem, in answer to the Bill of Complaint, says:

1. She admits the allegations of the Bill of Complaint.
2. She submits her rights, in said property to the protection of this Honorable Court.

Respectfully submitted:

ROBERT R. PRICE JR.
Robert R. Price, Jr.
Guardian Ad Litem
103 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1660

I CERTIFY, that on April 10, 1964, I served a copy of the within Answer on Clayton C. Carter, Attorney for the Plaintiff, at 111 Lawyers Row, Centreville, Maryland.

ROBERT R. PRICE JR
Robert R. Price, Jr.
Guardian Ad Litem

Filed April 10, 1964

SUGGESTION OF DEATH OF DEFENDANT
EMMA S. HOLDEN
Filed April 13, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, Deceased	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
RICHARD J. CARTER, et al.	:	NO. 4603

SUGGESTION OF DEATH OF DEFENDANT EMMA S. HOLDEN

Now comes the undersigned who suggest the death of Emma S. Holden, also known as Emma Delinia Holden, one of the named Defendants in the above-entitled cause, on the 18th day of March, 1964, intestate, leaving to survive her as only heirs at law and successors in interest of the share of said decedent in the real estate which is the subject of this proceedings, the following:

Louise Cook Dodd, adult daughter, Ridgely, Maryland, who is Married to John H. Dodd, adult of Ridgely, Maryland.

Dorothy Mae Benton, adult daughter, 3911 Greenmount Avenue, Baltimore 18, Maryland, who is married to Frank C. Benton, adult of same address.

George Calvin Cook, Jr., adult son, 4505 White Avenue, Baltimore, Maryland, who is married to Ethel Cook, adult, of same address.

and respectfully move to be made party defendants to this cause in place of such decedent.

LOUISE COOK DODD
Louise Cook Dodd

JOHN H. DODD
John H. Dodd

DOROTHY MAE BENTON
Dorothy Mae Benton

FRANK C BENTON
Frank C. Benton

GEORGE CALVIN COOK JR.
George Calvin Cook, Jr.

ETHEL COOK
Ethel Cook

Receipt of a copy of the within Suggestion acknowledged this 13th day of April, 1964, and consent to the granting of said Motion without further notice to the opposite party.

CLAYTON C. CARTER
Attorney for Plaintiff

Filed April 13, 1964

ORDER
Filed April 13, 1964

ORDER

Upon the foregoing Suggestion, Motion and Consent, it is ORDERED this 13th day of April, 1964, by the Circuit Court for Queen Anne's County, in Equity, that

Louise Cook Dodd and Hohn H. Dodd, her husband,
Dorothy Mae Benton and Frank C. Benton, her husband,
George Calvin Cook, Jr. and Ethel Cook his wife,

are hereby substituted as party defendants in the above-entitled cause, in place of Emma S. Holden, deceased.

THOS J KEATING JR
Judge

Filed April 13, 1964

DEPOSITIONS
Filed June 2, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, deceased	:	IN THE CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
Vs.	:	IN EQUITY
RICHARD J. CARTER, et al.	:	NO. 4603

DEPOSITIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the standing examiners of this Honorable Court having been notified by Clayton C. Carter, Solicitor for the Plaintiff in the above-entitled cause, of his desire to take testimony in this cause, did attend at the law offices of Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland, on Wednesday, May 13, 1964, at 10:00 o'clock A.M. for the purpose of taking testimony, there being no person upon whom notice of the taking of testimony could be served except Robert R. Price, Jr., Guardian ad Litem for Laura Dee Robinson, who verbally notified your Examiner that he did not desire to be present at the taking thereof and waived his right to all prior notice therof.

I do further certify that after administering the oath to each witness the witnesses were examined orally and the testimony was recorded on an electric recording machine by agreement of the parties present and later transcribed

under my direction as follows:

Examination by Examiner:

Questions by Court Examiner:

Q. Will you please give your full name, age, residence and occupation?

A. My age - that's what you asked. My age, I was born in 1808 and this is 1964. You want to know my occupation, my occupation-I'm a machinest, I'm a carpenter, I'm a acetylene burner.

Q. Is there any other litigation between you and any of the other parties to this cause?

A. Not as I know of.

Questions by Clayton C. Carter:

The first witness being produced on behalf of the Plaintiff, William R. Wilson, 3rd, having been duly sworn, did depose and say:

Q. State your name, age and address?

A. William R. Wilson, 3rd, Ingleside, Maryland, 42.

Q. Mr. Wilson are you familiar with the property of the late Ezekiel W. Carter?

A. Yes I am.

Q. Would you describe it somewhat as to where its located and the size?

A. It located approximately 3/4s of a mile from the village of Ingleside and its 140 acres with approximately 100 acres tillable.

Q. Mr. Wilson have you had any experience in valuing or appraising property in Queen Anne's County?

A. Yes I have. I have appraised several estates and farm property and I'm a real estate broker and at the present time Zoning Inspector for Queen Anne's County.

Q. Have you had occasion to examine the farm of the late Ezekiel W. Carter for the purpose of appraising it?

A. Yes I have.

Q. Can you tell us for what purpose?

A. At the time of the personal disposal of real estate or of personal belongings I was appraiser and then at the same time appraised the farm for the estate.

Q. That would have been approximately how long ago?

A. Approximately 2½ months ago.

Q. Now Mr. Wilson having examined the farm have you formed an opinion as to what you consider its fair market value today?

A. I would say a very fair price would be \$18,500.00.

Q. Can you give us somemore detailed description of the improvements on the farm and the state of the land on this farm?

A. The land probably would need somemore fertilize to bring it up to A-1 soil. I would put the tillable land at approximately \$150 an acre with the woodland, which is mostly scrub wood, at approximately \$50 an acre and the buildings probably \$1,500.00.

Q. Would you describe the improvements on the farm?

A. There is a frame house without plumbing, the buildings are inadequate for proper or up-to-date farming and the buildings do not add to much to the value of the farm.

The next witness, the Plaintiff, having been duly sworn did depose and say:

Q. You are the Administrator of the Estate of your late brother Ezekiel W. Carter?

A. Yes.

Q. I would like to introduce and have marked as Plaintiff's Exhibit A, a Certificate of Administration from the Register of Wills of Queen Anne's County.

Q. What date did Mr. Ezekiel W. Carter die?

A. The 19th of October.

Q. The year?

A. 1963.

Q. Did Mr. Ezekiel W. Carter own any real estate at the time of his death?

A. Yes sir.

Q. Would you please describe it?

A. Near Ingleside, 140 acres.

Q. Did it have any improvements on it?

A. Why yes, lots of improvements.

Q. What kind of improvements did it have?

A. Had a small cow-stable, dairy, horse-barn, corn-cribs, sheds, chicken houses, meat house and hog house and a 2 story dwelling.

Q. In what condition of repair were the buildings at the time of his death?

A. The most of them was in bad condition.

Q. How did Ezekiel W. Carter become owner of this farm?

A. He come by Joseph H. Carter.

Q. By deed or by will?

A. By will.

Q. By will.

A. Bu will.

Q. Do you know when Mr. Joseph H. Carter died?

A. In 1906 and 33 in December.

Q. Where was his will probated?

A. Centreville, Maryland.

Q. I would now like to introduce and have marked as Plaintiff's Exhibit B, the Last Will and Testament of Joseph H. Carter, dated July 27, 1915.

Q. Has the real estate or farm of Mr. Ezekiel W. Carter ever been surveyed?

A. Yes.

Q. Do you know when and by whom it was surveyed?

A. Mr. S. Chester Coursey on March 20, 1925.

Q. I would like to introduce and have marked as Plaintiff's Exhibit C and D, the Certificate of Survey of said farm and plat thereof made by S. Chester Coursey on March 23, 1925 and March 20, 1925 respectively.

Q. Did Ezekiel W. Carter ever give any right of ways to widen the roads that abutt this farm?

A. Yes he give a right-of-way to widen the road to Roseville, then he give a right-of way to widen the back road from Walls' Corner to Merrick's Corner.

Q. What is that last road known as?

A. And it is known as the Carter Road.

Q. Did Mr. Carter ever give any right-of-ways or easements to put any electric poles on him.

A. Yes. Choptank Electric.

Q. I would like to introduce as Plaintiff's Exhibit E, Grant to the State Roads Commission of Maryland from Ezekiel W. Carter dated

Q. I would like to introduce and have marked as Plaintiff's Exhibit F, and Easement dated May 18 1948 from Ezekiel W. Carter to Choptank Electric Cooperative, Incorporated. I would like to introduce and have marked as Plaintiff's Exhibit G, a Grant dated April 21, 1955 from Ezekiel W. Carter and others to The County Commissioners of Queen Anne's County.

Q. Did Ezekiel W. Carter own any personal property at the time of his death?

A. Yes.

Q. What did that mainly consist of?

A. Well, corn, farm implements, tools and garden tools, things in the house, an old violin, coins.

Q. Was this personal property sufficient to pay all of his debts owing at the time of his death including the funeral expenses and the costs of administering his estate?

A. No.

Q. I would like to introduce at this point and have marked as Plaintiff's Exhibit H a Certificate from the Register of Wills of Queen Anne's County dated May 7, 1964 showing that the Glaims against the Estate of Ezekiel W. Carter filed in the Orphans' Court of Queen Anne's County are larger in amount than the value of personal property shown therein.

Q. Did Mr. Ezekiel W. Carter leave any heirs living at the time of his death?

A. Yes.

The next witness being produced on behalf of the Plaintiff, Thomas Clarence Carter, having been duly sworn, did depose and say:

Q. State your name, age and address?

A. Thomas C. Carter, address Barclay, Maryland, age 49.

Q. Were you any relation to the late Ezekiel W. Carter?

A. Nephew.

Q. Will you please state who were his heirs at the time of his death?

A. Richard J. Carter, adult brother; children of Alice C. Stant, deceased sister; Howard J. Stant, Eva S. Carter, Emma S. Holden, now deceased, who left 3 children. Names of children, Louise Cook Dodd, Dorothy Mae Benton, George Calvin Cook, Jr. Children of Bessie Yount, deceased sister, Katherine Reynolds, adult niece, Audrey Smith, adult niece, Eleanor Davis, adult niece. Children of William H. Carter, deceased brother, William H. Carter, Jr., adult nephew. Children of Florence, nickname Glennie Stant, deceased sister, Milton Stant, adult nephew, Christine Jester, adult niece, Cecelia S. Cecil, adult niece. Child of Mary, nickname Essie Holden, deceased sister, Howard Holden, adult nephew. Children of Laura Robinson, deceased sister, James Robinson, adult adopted nephew. Grandchildren of Laura Robinson, deceased sister and daughter of Oscar Elwood Robinson, deceased natural son of Laura Robinson, Laura Dee Robinson, minor, great-niece. Child of Carrie Cole, deceased sister, Thelma Hepburn, adult niece.

Q. Please state the marital status of each of the heirs of the late Ezekiel W. Carter?

A. Richard J. Carter, is single. Howard J. Stant is married to Eva Stant. Elva S. Carter is a widow. Louise Cook Dodd is married to John H. Dodd. Dorothy Mae Benton is married to Frank C. Benton. George Calvin Cook, Jr. is married to Ethel Cook. Thomas C. Carter is married to Nellie E. Carter. Katherine Reynolds is married to David Reynolds. Audrey Smith is married to Samuel Smith. Eleanor Davis is divorced. William H. Carter, Jr. is single. Milton Stant is married to Evelyn Stant. Christine Jester is married to Roger Jester. Cecilia S. Cecil is married to J. Orem Cecil, Jr. Howard Holden is married to Evelyn Holden. James Robinson is married to Bertha Robinson. Laura Dee Robinson, is single minor. Thelma Hepburn is married to William Hepburn.

Q. Are all of the heirs at law now living of the late Ezekiel W. Carter adults.

A. No.

Q. Which is not an adult?

A. Laura Dee Robinson.

Q. Can you state whether or not the farm is being tilled at the present time?

A. Yes sir.

Q. Under what arrangement?

A. 50-5- basis/

Q. By whom?

A. Mr. Earl Tribbitt.

Q. Does he have the rental of this farm for the year 1964 to your knowledge?

A. Yes Sir.

Plaintiff's Exhibits A through G filed with his Bill of Complaint were all refiled as Plaintiff's Exhibits A through G. Plaintiff's Exhibit H is attached hereto.

There being no further witnesses to be examined, your Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargeable as follows, to wit:

B. Hackett Turner, Jr., Examiner	\$10.00
Jean D. Haymaker, Stenographer	10.00
William R. Wilson, III expert witness	10.00
	<u>\$30.00</u>

And the said Examiner does further certify that the examiners were commenced at 10:00 o'clock A.M., recessed at 11:00 o'clock A.M., reconvened at 2:55 o'clock P.M. and adjourned at 2:30 o'clock P.M.

B. HACKETT TURNER
Examiner.

Filed June 2, 1964

E. CLYDE WALLS
Register of Wills

PLAINTIFF'S EXHIBIT H
-----Office of -----

DOROTHY E. CONNOLLY
Deputy Register

THE REGISTER OF WILLS
FOR QUEEN ANNE'S COUNTY
Centreville, Maryland

Gordon L. Shawn, Chief Judge
Benjamin L. Coppage)
William Albert Roe) Associates

TO WHOM IT MAY CONCERN:

I, E. Clyde Walls, Register of Wills of Queen Anne's County, State of Maryland, ex-officio Clerk to the Orphans' Court of said County, and as such, the keeper of the records of said Court, DO HEREBY CERTIFY that the following appears from the records in my said office:

Letters of Administration on the Estate of EZEKIEL W. CARTER, late of Queen Anne's County, deceased, were granted unto Richard J. Carter on October 29th, 1963.

The three months in which Inventories are to be filed have expired. Inventory of Personal Property was filed and passed on November 12th, 1963 - in the amount of \$567.36; Inventory of Cash was filed and passed on November 19th, 1963 - in the amount of \$159.13.

The following claims have been filed against the decedent:

November 5, 1963	----- E. S. Valliant & Son -----	\$ 240.00
November 12, 1963	----Rawlings-Boulais Funeral Home ---	935.00
November 15, 1963	----Ashley Gas Company -----	1.97
January 28, 1964	-----Harvey Tribbet and Bessie H. Tribbet -----	350.00

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Queen Anne's County, this 7th day of May, in the year of our Lord one thousand nine hundred and sixty-four:

ORPHANS'
COURT
SEAL

E. CLYDE WALLS
Register of Wills of Queen Anne's County,
Maryland

PLAINTIFF'S EXHIBIT H

Filed June 2, 1964

DECREE
Filed June 17, 1964

RICHARD J. CARTER,
Administrator of the
Estate of Ezekiel W.
Carter, deceased

VS.

RICHARD J. CARTER, et al.

:	IN THE CIRCUIT COURT
:	FOR
:	QUEEN ANNE'S COUNTY
:	IN EQUITY
:	NO. 4603

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court that Ezekiel W. Carter died leaving real estate in possession, but not leaving personal estate sufficient to pay his debts and costs of administration.

IT IS THEREUPON, on this 16th day of June, 1964, 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 will be sold to pay the debts of Ezekiel W. Carter, now deceased; and

That Clayton C. Carter Esq be and he is hereby appointed Trustee to make sale thereof, but before he shall make the judicial sale, he shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of Twenty Thousand DOLLARS (\$20,000.00), and with such surety as shall be approved pursuant to Maryland Rule H 2 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; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable.

That the terms of sale shall be determined by the Trustee.

That said Trustee shall comply with Maryland Rules BR6 a and BR6 b. 3.

That upon the Court's ratification of said sale, and on 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, convey the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause and all creditors of the said Ezekiel W. Carter, now deceased, 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 distributed under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to such 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

AND IT IS FURTHER ORDERED that Clayton C. Carter, Esq Trustee as aforesaid, be, and he is hereby directed to give Notice to the Creditors of Ezekiel W. Carter, deceased, to file their claims pursuant to the provisions of Code (1957) Article 93 Section 124, and the Rule of this Court relating to such notice.

THOS J KEATING JR
Judge

Filed June 17, 1964

CERTIFIED COPY OF BOND
Filed June 19, 1964

RECEIVED FOR RECORD June 19, 1964

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Queen Anne's County, 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 TWENTY THOUSAND (\$20,000.00) 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 June in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Clayton C. Carter by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell all of the real estate mentioned in the proceedings in the case of Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased vs: Richard J. Carter, et al. now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Clayton C. Carter, trustee as aforesaid 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 of:

JEAN D. HAYMAKER CLAYTON C. CARTER (SEAL)
Clayton C. Carter

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By JEAN D. HAYMAKER By DOROTHY E. CONNOLLY
As to Surety Attorney-in-Fact

Security approved and Bond filed June 19, 1964

CHARLES W. CECIL, Clerk

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 60, a Bond 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 19th day of June in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

PETITION FOR FUNERAL EXPENSES
Filed July 9, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, Deceased	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
RICHARD J. CARTER, et al.	:	IN EQUITY
	:	NO. 4603

PETITION FOR FUNERAL EXPENSES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Trustee in the above entitled cause, unto your Honors respectfully shows:

1. That Rawlings-Boulais Funeral Home of Greensboro, Maryland, has filed its claim for the balance of the burial expenses of said decedent in the amount of FOUR HUNDRED FIFTEEN DOLLARS (\$415).

2. That some of the heirs of said decedent have expressed a desire to erect a used white marble stone in the Sudlersville Cemetery at the grave of said decedent to be inscribed with the name of said decedent and the year of his birth and death, which Victor P. Gillespie of Sudlersville has agreed to furnish and erect for the sum of \$75.00 plus \$2.25 sales tax for a total of \$77.25.

3. That said claims for funeral expenses are reasonable in view of the services rendered and materials furnished and are in accordance with the rank and station in life of said decedent.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to pay the sum of \$415 for the balance of the burial expenses of said decedent to Rawlings-Boulais Funeral Home and the sum of \$77.25 to Victor P. Gillespie for the erection of a white marble stone at the grave of said decedent.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

QUEEN ANNE'S COUNTY, sct:

On this the 9th day of July, 1964, came Clayton C. Carter, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of his knowledge and belief.

CHARLES W. CECIL
Clerk of Court

Filed July 9, 1964

REPORT OF SALE
Filed July 13, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, deceased	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
RICHARD J. CARTER, et al.	:	IN EQUITY
	:	NO. 4603

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Clayton C. Carter, Trustee, appointed by Decree of this Court, passed in the above-entitled cause on the 16th day of June, 1964, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him in the penalty of \$20,000.00, which was approved by the Clerk of this Court, and after having given 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 week for three successive weeks, the first such publication being not less than fifteen days prior to sale and the last such publication being not more than one week prior to sale, as will more fully appear by a Certificate of Publication thereof being filed with this Report as a part hereof, he did, pursuant to said Notice, attend in front of the Court House Door, Centreville, Maryland, on July 7, 1964 at 1:30 o'clock P.M. and then and there proceeded to sell said property so described in said Notice of Advertisement in the manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the pro-

perty described in said advertisement of sale by Joseph A. Jackson, Auctioneer, after the said Notice 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 Joel T. McGinnes and Helen H. McGinnes, his wife, for the sum of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00), 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 your Trustee the sum of ONE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$1,850.00) of the purchase price by check, and by giving unto your Trustee their joint and several promissory note for the balance in the amount of SIXTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$16,500.00), 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, with which your Trustee expects the purchasers to comply.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 13th day of July, 1964, 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.

CHARLES W. CECIL
Clerk of the Court

Filed July 13, 1964

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed July 13, 1964

TRUSTEE'S SALE

— OF —

INGLESIDE FARM

By Virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed June 16th, 1964, in Chancery Cause No. 4603, the undersigned Trustee will sell at Public Auction, in front of the Courthouse Door, Centreville, Maryland, on

TUESDAY, JULY 7, 1964

at 1:30 o'clock P.M.

ALL that tract of land or farm, known as "Waterloo," situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Ingleside, on the West side of the public road leading from Ingleside to Roseville and adjoining the lands of C. Percy Merrick, R. J. Carter, James H. Stansberry and others and containing 140.9 acres of land according to a Certificate of Survey made by S. Chester Coursey, Surveyor, on March 23, 1925.

BEING the same land of which Ezekiel W. Carter died seized and possessed, which had been devised unto him by Joseph H. Carter by his Last Will and Testament dated July 27, 1915, duly admitted to probate by the Orphans' Court of Queen Anne's County and recorded among its Will Records in Liber W.T.B. No. 3, folio 459.

SUBJECT to the legal operation and effect, if any, of the following Grants made by Ezekiel W. Carter during his lifetime, viz:

1. Grant dated November 1937 to the State Roads Commission of Maryland, recorded among the land records of Queen Anne's County in Liber A.S.G., Jr. No. 3, folio 110.
2. Grant dated May 18, 1948, to Choptank Electric Cooperative, Inc., recorded among said land records in Liber A.S.G., Jr., No. 19, folio 583.
3. Grant dated April 21, 1955, to The County Commissioners of Queen Anne's County, recorded among said land records in Liber T.S.P., No. 22, folio 48.
4. The Farm Tenancy of Earl Tribbett for the calendar year 1964.

IMPROVEMENTS: Small cowstable, dairy, horse-barn, corn cribs, sheds, chicken houses, meat-house, hog-house and 2 story frame dwelling.

CROPS: Together with the Landlord's 1/2 share of all crops pitched, planted and growing on said farm; SUBJECT to the Landlord's 1/2 share of the seeds and fertilizers used in the production of said crops.

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; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Trustee.

ALL taxes and insurance premiums in connection with said farm, to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation tax stamps, shall be paid by the purchaser.

CLAYTON C. CARTER
TRUSTEE

Joseph A. Jackson, Jr., Auctioneer

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, 1964, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of EZEKIEL W. CARTER, deceased, warning them to file such claims, with the proper vouchers therefor, with the Clerk of Court at the Courthouse, in Centreville, Maryland, on or before the 21st day of September, 1964, otherwise they may by Law be excluded from participating in the distribution of the proceeds of sale of such real estate.

CLAYTON C. CARTER
TRUSTEE

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 9, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale of Ingleside Farm, Chancery Cause No. 4603, and Notice to Creditors in the estate of Ezekiel W. Carter 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 three successive weeks before the 21st day of September, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of June 1964, and the last insertion on the 2nd day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS

Filed July 13, 1964

ORDER NISI ON SALE
Filed July 13, 1964

ORDER NISI ON SALE

RICHARD J. CARTER,
Administrator of the
Estate of Ezekiel W.
Carter, deceased

vs.

RICHARD J. CARTER, et al.

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

) In Equity

) Cause No. 4603

ORDERED, this 13th day of July, 1964, 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 August, 1964, 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 August, 1964.

The report states the amount of sales to be \$18,500.00.

CHARLES W. CECIL Clerk

Filed July 13, 1964

ORDER OF COURT
Filed July 13, 1964

ORDER OF COURT

On the foregoing Petition and Affidavit it is ORDERED this 13th day of July, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Clayton C. Carter, Trustee in the above entitled cause, be and he is hereby authorized and directed to pay the balance of the burial expenses of said decedent in the amount of \$415 to the Rawlings-Boulais Funeral Home and the sum of \$77.25 to Victor P. Gillespie for the erection of a white marble stone at the grave of said decedent.

THOS J KEATING JR
Judge

Filed July 13, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed July 24, 1964

ORDER NISI ON SALE

RICHARD J. CARTER
Administrator of the estate of
Ezekiel W. Carter, deceased
vs.
RICHARD J. CARTER, et al.

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

Cause No. 4603

ORDERED, this 13th day of July, 1964, 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 August, 1964, 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 August, 1964.

The report states the amount of sales to be \$18,500.00.

Filed July 13, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk
CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 23, 1964.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale, Cause No. 4603 in the estate of Ezekiel W. Carter 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 three successive weeks before the 6th day of August, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of July 1964, and the last insertion on the 30th day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS

Filed July 24, 1964

AFFIDAVIT BY PURCHASERS
Filed Aug. 17, 1964

RICHARD J. CARTER, Administrator : IN THE CIRCUIT COURT
of the Estate of Ezekiel W. :
Carter, deceased : FOR
vs: : QUEEN ANNE'S COUNTY
RICHARD J. CARTER, et al. : IN EQUITY
NO. 4603

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

COUNTY OF CAROLINE, sct:

I HEREBY CERTIFY, that on this 13 day of August, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joel T. McGinnes and Helen H. McGinnes, his wife, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

CARLETON GOODEN
Notary Public

Filed Aug. 17, 1964

FINAL RATIFICATION OF SALE
Filed Aug. 17, 1964

RICHARD J. CARTER, Administrator : IN THE CIRCUIT COURT
of the Estate of Ezekiel W. :
Carter, deceased : FOR
VS. : QUEEN ANNE'S COUNTY
RICHARD J. CARTER, et al. : IN EQUITY
NO. 4603

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 17th day of August, 1964, 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 preceeding 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.

EDWARD D E ROLLINS
Judge

Filed Aug. 17, 1964

AUDITOR'S REPORT
Filed Sept. 25, 1964

RICHARD J. CARTER, Administrator * IN THE CIRCUIT COURT FOR
of the Estate of Ezekiel *
W. Carter, deceased * QUEEN ANNE'S COUNTY
vs. * IN EQUITY
RICHARD J. CARTER, et al. * No. 4603

** * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That this account is stated at the request of Clayton C. Carter Trustee, who was by decree of this Court of June 16, 1964, appointed such trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom; the same being a creditor's bill, in that the personal estate was not sufficient to pay the debts of the decedent, who was the owner at the time of his death.

2. That in the within account the said Trustee is allowed all expenses of sale, not personal, for which proper vouchers were produced, his commissions for making said sale, the fee of your auditor for stating said account and thereafter allowed all claims filed in said cause, as well as the funeral bill and claim for a head stone, pursuant to Order of this Honorable Court, and directed that the balance be distributed to the heirs at law of the said Ezekiel W. Carter, deceased.

Respectfully submitted,

J THOMAS CLARK
Auditor

September 24, 1964

Filed Sept. 25, 1964

Cause No. 4603

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).

Cr.	
1964	
Aug. 17	By proceeds of the sale of land, per report of sale of said vendor, to wit:----- \$18,500.00
	By interest on unpaid portions of purchase price, per statement of vendor, to wit; ----- 122.10
	By landlord's share of fertilizer and seed, per statement of vendor, to wit: ----- <u>226.60</u>
	By total proceeds to be accounted for ----- \$18,500.00

Dr.

To Clayton C. Carter, Trustee, for his Commissions for making said sale, per Report of Sale plus accrued interest thereon ----- \$1,080.11

To do., for an amount due the Clerk of this Court, per statement exhibited, to wit:

1-Costs of Charles W. Cecil, Clerk---	\$164.95	
2-Costs of B. H. Turner, Examiner ---	10.00	
3-Costs of Jean D. Haymaker, Steno.--	10.00	
4-Costs of William D. Wilson, III, Expert Witness-----	10.00	
5-Costs of Robert R. Rrice, Jr., Guardian ad litem -----	4.50	
6-Appearance fee of Clayton C. Carter, Attorney -----	10.00	
7-Costs of Sheriff of Caroline County -----	.95	
8-Costs of Sheriff of Kent County---	.95	
9-Costs of Sheriff of Queen Anne's County-----	21.00	
10-Costs of Dorothy E. Connolly, Register of Wills-----	5.50	237.85

To do., for an amount paid to the Clerk of the Circuit Court for Queen Anne's County, as filing charges in this cause and which is credited against the Court costs in this cause, per receipt exhibited, to wit:-----

15.00

To do., for an amount paid Sheriff, New Castle County, Delaware, for service of Order of Publication on Bertha Robinson, a non-resident, per receipt exhibited, to wit:-----

10.00

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for six months of 1964 tax bill on real estate sold in this cause, per receipt exhibited, to wit:-----

102.54

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for vendor's share of 1964-1965 taxes, for one month and twenty days, per settlement sheet of vendor, to wit:-----

29.63

To do., for an amount paid Dorothy E. Connolly, Agent, on the Trustee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----

80.00

To do., for an amount paid W.M. Freestate Agency for fire insurance on the real estate sold in this cause, being vendor's share of premium, per statement exhibited, to wit:-----

15.47

To do., for amounts paid Queen Anne's Record-Observer, as follows, to wit:

1-For publishing Notice of Sale and Notice to Creditors -----	\$90.25	
2-For publishing Order Nisi of Sale-----	14.00	104.25

To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for Crying said sale, per Local Rules of Court, to wit:-----

46.25

To do., for an amount paid Greensboro Supply Company, Inc., for seed, per receipt exhibited, to wit:-----

28.00

To do., for an amount paid E. S. Valliant, and Son, Inc. for fertilizer, per receipt exhibited, to wit: 198.60

To do., for an amount paid T. Sorden Pippin, Deputy Sheriff, for serving Notice to Quit upon tenant of real estate sold in this cause, per his receipt exhibited, to wit:-----

5.00

To do. Thomas Clark, Auditor, for stating this account and notifying parties of the filing of this audit, the sum of -----

150.00

To do., for an amount carried forward prior to distribution to any of creditors of Ezekiel W. Carter, deceased-----

16,745.00

\$18,848.70 \$18,848.70

September 24, 1964

J. THOMAS CLARK
Auditor

Cr.

By balance brought forward prior to distribution to any of
creditors of Ezekiel W. Carter, deceased ----- \$16,745.00

Dr.

To Gillespie and Son, Inc., for an erection of a head stone for Ezekiel W. Carter, deceased, per Order of Court and per receipt exhibited, to wit:-----	\$ 77.25	
To Rawlings-Boulais Funeral Home, the balance due on the funeral bill of decedent, per Order of Court, to wit:-----	415.00	
To Harvey F. Tribitt and Bessie H. Tribitt, as payment in full of their claim filed in this cause the sum of -----	336.47	
To an amount carried forward for distribution to the heirs at law of Ezekiel W. Carter, deceased -----	<u>15,916.28</u>	
	\$16,745.00	\$16,745.00

Cr.

By balance carried forward for distribution to the heirs at
law of Ezekiel W. Carter, deceased ----- \$15,916.28

Dr.

To Richard J. Carter, brother and heir at law of decedent, a 1/9 share, or the sum of-----	\$1,768.48	
Less collateral inheritance tax at rate of 7½%-----	<u>132.65</u>	\$1,635.83
To Thomas Clarence Carter, child and only heir at law of Thomas Carter, deceased intestate brother of decedent, a 1/9 share, or the sum of-----	\$1,768.48	
Less collateral inheritance tax at rate of 7½%-----	<u>132.65</u>	\$1,635.83
To William H. Carter, Jr. child and only heir at law of William H. Carter, deceased intestate brother of decedent, a 1/9 share, or the sum of-----	\$1,768.48	
Less collateral inheritance tax at rate of 7½%-----	<u>132.65</u>	\$1,635.83
To Howard Holden, child and only heir at law of Essie Holden, deceased intestate sister of decedent, a 1/9 share, or the sum of -----	\$1,768.48	
Less collateral inheritance tax at rate of 7½%-----	<u>132.65</u>	\$1,635.83
To Thelma Hepburn, child and only heir at law of Carrie Cole, deceased intestate sister of decedent, a 1/9 share, or the sum of -----	\$1,768.48	
Less collateral inheritance tax at rate of 7½%-----	<u>132.65</u>	\$1,635.83
To James Robinson, adopted child and heir at law of Laura Robinson, deceased intestate sister of decedent, a 1/18 share, or the sum of-----	\$ 884.24	
Less collateral inheritance tax at rate of 7½%-----	<u>66.32</u>	\$ 817.92
To Laura D. Robinson, minor, or her legal guardian, child of Oscar Ellwood Robinson, a deceased intestate son of Laura Robinson, a deceased intestate sister of decedent, a 1/18 share, or the sum of-----	\$ 884.23	
Less collateral inheritance tax at rate of 7½%-----	<u>66.32</u>	\$ 817.91

To Catherine Reynolds, child and heir at law of Bessie Yount, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Audrey Smith, child and heir at law of Bessie Yount, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Eleanor Davis, child and heir at law of Bessie Yount, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Milton Stant, child and heir at law of Florence Stant, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Christine Jester, child and heir at law of Florence Stant, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Cecelia S. Cecil, child and heir at law of Florence Stant, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Howard J. Stant, child and heir at law of Alice C. Stant, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less Collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Elva S. Carter, child and heir at law of Alice C. Stant, a deceased intestate sister of decedent, a 1/27 share, or the sum of -----	\$ 589.49	
Less collateral inheritance tax at rate of 7½%-----	<u>44.21</u>	\$ 545.28
To Louise Cook Dodd, child and heir at law of Emma S. Holden, deceased intestate child of Alice C. Stant, a deceased intestate sister of decedent, a 1/81 share, or the sum of---	\$ 196.49	
Less Collateral inheritance tax at rate of 7½%-----	<u>14.74</u>	\$ 181.75
To Dorothy Mae Benton, child and heir at law of Emma S. Holden, deceased intestate child of Alice C. Stant, a deceased intestate sister of decedent, a 1/81 share, or the sum of---	\$ 196.50	
Less collateral inheritance tax at rate of 7½%-----	<u>14.74</u>	\$ 181.76
To George Calvin Cook, Jr., child and heir at law of Emma S. Holden, deceased intestate child of Alice C. Stant, a deceased intestate sister of decedent, a 1/81 share, or the sum of---	\$ 196.50	
Less collateral inheritance tax at rate of 7½%-----	<u>14.74</u>	\$ 181.76
To Dorothy E. Connolly, Register of Wills, the collateral inheritance tax withheld in the above distribution, in the sum of-----		\$1,193.79

September 24, 1964

\$15,916.28

\$15,916.28

J THOMAS CLARK
Auditor

Filed Sept. 25, 1964

CERTIFICATE OF NOTICES MAILED
Filed September 25, 1964

RICHARD J. CARTER, Administrator of the Estate of Ezekiel W. Carter, deceased	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RICHARD J. CARTER, et al.	*	IN EQUITY
		No. 4603

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 25, 1964, 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:

Richard J. Carter
Barclay, Maryland

Elva S. Carter
c/o Mrs. Paul Nickerson, Jr.
Barclay, Maryland

Catherine Reynolds and
David Reynokds, her husband
211 Virginia Avenue
Brookland Terrace
Wilmington, Delaware

Eleanor Davis
12 McMullin Avenue
Manor Park
New Castle, Delaware

Milton Stant and
Evelyn Stant, his wife
Starkey's Corner, Maryland

Cecelia S. Cecil and
J. Orem Cecil, Jr., her husband
Church Hill, Maryland

James Robinson and
Bertha Robinson, his wife
Lot No. 37 Summit
Bridge Trailer Court,
Newark, Delaware

Dorothy Mae Benton and
Frank C. Benton, her husband
3911 Greenmount Avenue
Baltimore 18, Maryland

Laura Dee Robinson
c/o Frances Robinson
26 McMullen Avenue
Manor Park
New Castle, Delaware

Rawlings-Boulais Funeral Home
Greensboro, Maryland

Dorothy E. Connolly
Register of Wills
Centreville, Maryland

Howard J. Stant and
Eva Stant, his wife
Price, Maryland

Thomas Clarence Carter and
Nellie E. Carter, his wife
Barclay, Maryland

Audrey Smith and
Samuel Smith, her husband
140 Killaran Drive
Collins Park
New Castle, Delaware

William H. Carter, Jr.
Price, Maryland

Christine Jester and
Roger Jester, her husband
Rock Hall, Maryland

Howard Holden and
Evelyn Holden, his wife
Seaford, Delaware

Thelma Hepburn and
William Hepburn, her husband
211 Besson Avenue
Wilmington 9, Delaware

Louise Cook Dodd, and
John H. Dodd, her husband
Ridgely, Maryland

George Calvin Cook, Jr. and
Ethel Cook, his wife
4505 White Avenue
Baltimore, Maryland

Harvey F. Tribbitt and
Bessie H. Tribitt
Henderson, Maryland

Gillespie and Son, Inc.
Sudlersville, Maryland

Clayton C. Carter, Trustee
Lawyers Row
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on September 25, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 12, 1964, and that if no exceptions are filed with such fifteen (15) days period, the account may thereupon be ratified on October 13, 1964.

J THOMAS CLARK
Auditor

Filed Sept. 25, 1964

NISI RATIFICATION OF AUDIT
Filed Sept. 25, 1964

NISI RATIFICATION OF AUBIT

Richard J. Carter, Administrator
of the Estate of Ezekiel W.
Carter, deceased

VS.

Richard J. Carter et al

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4603

ORDERED, this 25th. day of September, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th. day of October, 1964, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed Sept. 25, 1964

FINAL RATIFICATION OF AUDIT
Filed Oct. 13, 1964

Richard J. Carter, Admr.
of the Estate of Ezekiel W.
Carter, deceased

vs.

Richard J. Carter et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4603

FINAL RATIFICATION OF AUDIT

ORDERED, this 13th day of October, 1964, 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 Clayton C. Carter, Trustee, 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,
Maryland

Filed Oct. 13, 1964

PETITION
Filed Oct. 23, 1964

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

In the Matter of
RICHARD J. CARTER, Administrator
of the Estate of Ezekiel W.
Carter, deceased

vs.

RICHARD J. CARTER, et al.

EQUITY

Cause No. 4603

PETITION

Your Petitioner, Frances C. Robinson, represents as follows:

1. That she, Frances C. Robinson, has been duly appointed guardian of Laura D. Robinson, age 14 years, by the Orphans Court of the State of Delaware in and for New Castle County. Exemplified copy of said Petition in Order is attached hereto.
2. Laura D. Robinson resides with your Petitioner at 26 MacMullin Avenue, Manor Park, New Castle, Delaware.
3. Your Petitioner has filed with the Orphans Court of the State of Delaware in and for New Castle County, Bond in the amount of ONE THOUSAND (\$1,000.00) DOLLARS. Exemplified copy of said Bond is attached hereto.
4. Your Petitioner is the mother of Laura D. Robinson and has custody of said infant, Laura D. Robinson.
5. Laura D. Robinson is entitled to the sum of \$817.91 from the Estate of Ezekiel W. Carter.

Wherefore your Petitioner prays that this Court order Richard J. Carter, Administrator of the Estate of Ezekiel W. Carter, deceased, to deliver to Frances C. Robinson, guardian of Laura D. Robinson, the sum of \$817.91 representing the inheritance of Laura D. Robinson.

FRANCES C. ROBINSON
PETITIONER

AFFIDAVIT
Filed Oct. 23, 1964

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

In the Matter of
RICHARD J. CARTER, Administrator
of the Estate of Ezekiel W. Carter,
deceased

vs.

RICHARD J. CARTER, et al.

EQUITY

Cause No. 4603

AFFIDAVIT

STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 21st day of October, 1964, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid FRANCES C. ROBINSON, personally known to me to be such, who being by me first duly sworn according to law, deposes and says that the facts set forth in the foregoing petition are true and correct.

FRANCES C. ROBINSON
FRANCES C. ROBINSON

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

JAMES A. WALSH
NOTARY PUBLIC

Notary
Public
Seal

Filed Oct. 23, 1964

IN THE ORPHANS' COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

In the Matter of
LAURA D. ROBINSON, A Minor

PETITION FOR APPOINTMENT OF GUARDIAN

Your Petitioner, Frances Robinson, represents as follows:

1. That Laura D. Robinson, is a female child of Frances Robinson and is fourteen years of age, having been born on Feb. 6, 1950, and resides at 26 McMullin Avenue, Manor Park, New Castle, Delaware.

2. That said minor child has inherited from the Estate of Ezekiel W. Carter the sum of Eight Hundred Seventeen Dollars Ninety-one Cents (\$817.91)

WHEREFORE, your petitioner prays that she, Frances Robinson, be appointed guardian of the property of Laura D. Robinson, for the purpose of receiving this inheritance and that the said sum of Eight Hundred Seventeen Dollars Ninety-one Cents (\$817.91) be deposited in Wilmington Savings Fund Society subject to further order of this Court.

FRANCES C. ROBINSON
Petitioner

JAMES J. WALSH
Attorney for Petitioner

IN THE ORPHANS COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

In the Matter of
LAURA D. ROBINSON,
A Minor

AFFIDAVIT

STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 14th day of October, 1964, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, FRANCES C. ROBINSON, personally known to me to be such, who being by me first duly sworn according to law, deposes and says that the facts set forth in the foregoing petition are true and correct.

FRANCES C. ROBINSON
Frances C. Robinson

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

S/JAMES J. WALSH (SEAL)
Notary Public

IN THE ORPHANS COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

In the Matter of)
LAURA D. ROBINSON,)
a Minor)

CONSENT

I, LAURA D. ROBINSON, a minor child of Frances C. Robinson, hereby consent to the appointment of my mother, Frances C. Robinson, as my guardian.

LAURA D. ROBINSON
Laura D. Robinson

Witness:

JAMES J. WALSH

IN THE ORPHANS COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

In the Matter of)
LAURA D. ROBINSON,)
a Minor)

BE IT REMEMBERED that on this 14th day of October, 1964, before me, the Subscriber, a Notary Public for the State of Delaware, LAURA D. ROBINSON, personally known to me to be such, who being by me first duly sworn according to law, deposes and says that she acknowledges the foregoing consent for the appointment of a guardian to be her act and deed.

GIVEN under my hand and seal the day and year above written.

Notary
Public
Seal

JAMES J. WALSH
Notary Public

IN THE ORPHANS COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

In the Matter of)
LAURA D. ROBINSON,)
a Minor)

ORDER

The foregoing petition of Frances C. Robinson for appointment of guardian of the property for Laura D. Robinson, a minor, having been considered by the Court, it is

ORDERED, ADJUDGED AND DECREED

1. That Frances Robinson be and she is hereby appointed guardian of the property of Laura D. Robinson upon furnishing bond in the amount of \$1000 without surety.

2. That the said guardian is authorized to receive from the Administrator of the Estate of Ezekiel W. Carter the sum of Eight Hundred Seventeen and 91/100 Dollars (\$817.91) and to execute and deliver a release therefor.

3. That said guardian is hereby directed to deposit the sum received as aforesaid in the Wilmington Savings Fund Society subject to further order of this Court.

4. That the said guardian is authorized to withdraw and pay from the sum so deposited attorney's fees in the amount of \$50 and court costs in the amount of \$8.10

S/ WM DUFFY
Judge

STATE OF DELAWARE,)
NEW CASTLE COUNTY) SS.

I, George J. Fisher, Clerk of the Orphans' Court of the State of Delaware, in and for New Castle County, do hereby certify that the foregoing pages contain a true copy of the Petition and Order for appointment of Guardian in the Matter of Laura D. Robinson, a Minor as the same now remains in the Orphans' Court of the said State, at Wilmington.

Orphans'
Court
Seal

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, the 19th day of October A.D., one thousand nine hundred and Sixty-four

GEORGE J FISHER
Clerk of the Orphans' Court

STATE OF DELAWARE, TO WIT:

I, William Duffy, President Judge of the Orphans' Court of the State, do hereby certify that the foregoing Record and Attestation made by George J. Fisher, Clerk of the said Court within the County of New Castle, whose name is hereto subscribed, and to which the seal of said court is affixed, are in due form and made by the proper officer.

In testimony whereof, I have hereunto set my hand, the 19th day of October A.D., Nineteen hundred and Sixty-Four

Orphans'
Court
Seal

WM DUFFY
President of Orphans' Court

STATE OF DELAWARE,)
NEW CASTLE COUNTY,) SS.

Orphans'
Court
Seal

I, George J. Fisher, Clerk of the Orphans' Court of the State of Delaware, in and for the County of New Castle, certify that the President Judge William Duffy, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, President Judge of the Orphans' Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credits are, and ought to be given, as well in courts of Justice as elsewhere.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, the 19th day of October A.D., one thousand nine hundred and Sixty-Four.

GEORGE J FISHER
Clerk of Orphans' Court.

Filed Oct. 23, 1964

ORDER OF COURT
Filed Oct. 26, 1964

RICHARD J. CARTER,
Administrator

vs.

RICHARD J. CARTER, et al.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

ORDER OF COURT

Upon the foregoing Petition, Exhibits and Affidavits and pursuant to the provisions of Article 93 Sections 216 through 220 it is ORDERED this 26th day of October, 1964, by the Circuit Court for Queen Anne's County, in Equity, that Clayton C. Carter, Trustee in the above entitled cause be, and he is hereby authorized and directed to pay unto Frances C. Robinson, Guardian of the property of Laura D. Robinson, the sum of EIGHT HUNDRED SEVENTEEN DOLLARS and NINETY ONE CENTS (\$817.91) and to receive from her a good and sufficient release therefor.

THOS J KEATING JR.
Judge

Filed Oct. 26, 1964

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of July in the year nineteen hundred and sixty-four, the following PETITION FOR FORECLOSURE was filed for record, to wit:

PETITION FOR FORECLOSURE

CLARENCE M. PLITT)
VS.)
DAVID M. NICHOLS)
OLIVE J. NICHOLS, his wife)

IN THE
CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY
(In Equity)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represent

That on the 9th day of December A.D. 1957 the defendant executed and delivered to Edwin K. Gontrum and Thomas M. Gontrum a mortgage upon certain real property in/the Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$37,500.00 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, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage has been assigned to the plaintiff herein, as will appear from Petitioner's Exhibit No. 2, which is filed herewith as part of this petition.

That said mortgage is in default.

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.

EUGENE HETTLEMAN
Attorney for Plaintiff
5 Guilford Avenue
Baltimore 2, Maryland
Plaza 2-3169

Filed July 8, 1964

PETITIONER'S EXHIBIT NO. 1
Filed July 8, 1964

#40,068

LIBER 38 PAGE 315

#4319

RECEIVED FOR RECORD Dec. 12, 1957

TITLES INSURED
by
KANSAS CITY TITLE INSURANCE
COMPANY

THIS MORTGAGE, Made this 9th day of December in the year one thousand nine hundred and fifty-seven between DAVID M, NICHOLS and OLIVE J. NICHOLS, His Wife, of Queen Anne's County, State of Maryland, hereinafter sometimes called the Mortgagor; and EDWIN K. GONTRUM and THOMAS M. GONTRUM, hereinafter sometimes called the Mortgagee;

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 ----- (\$37,500.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum having been used as part of the purchase price for the property hereinafter described the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of six per centum (6%) per annum in the following manner and time:

Interest only on the aforesaid sum at the rate specified shall be due and payable annually accounting from the date hereof until the expiration of two years from the date hereof, i.e., December 9, 1959, at which time the entire unpaid balance with accrued interest shall become due and payable.

Seven-Five Dollar Fifty Cent;
One-Two Dollar Twenty Cent
One-Fifty-Five Cent Recordation
Tax Stamps. Endorsed VD

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment

of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all those lots of ground being, lying and situate in the Queen Anne's County in the State of Maryland, and described as follows, viz:

BEGINNING for the first all that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the north by the Old public road running from Queenstown to Stevensville through the villages of Grasonville and Chester, on the east by the lands of the Eastern Corporation, on the south by the Dual Highway from the Chesapeake Bay Bridge to Queenstown and on the west by Coxe's Creek, and being more particularly described as follows, to wit:

BEGINNING for the same at a point on the southerly side of the existing rights of way line of the old public road from Queenstown to Stevensville through the villages of Grasonville and Chester at the end of the second line of the lot of ground secondly described in a deed dated the 17th day of July, 1952, from Chester Beach, Inc., to Eastern Corporation, which said deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 460, said point of beginning being also distant 1150.40 feet measured along the southerly existing right of way line of the public road first herein mentioned from the corner formed by the intersection of said road with the westerly existing right of way line of the Through Highway of the Dual Highway leading from Chesapeake Bay Bridge towards Grasonville, thence binding on the southerly right of way line of the said public road first herein mentioned North 81 degrees 48 minutes 36 Seconds West 1155 feet, more or less, to the intersection of said line with the shore line of Coxe's Creek, thence leaving the said southerly existing right of way line of said public road and following the meanders of the shore line of Coxe's Creek in a southerly direction to the intersection of said line with the northerly right of way line of the Through Highway of the Dual Highway from the Chesapeake Bay Bridge to Grasonville, thence binding on the northly right of way line thereof by a curve to the left in a northeasterly direction, said curve having a radius of 3719.72 feet for a distance of 715.01 feet (said curve being subtended by a chord south 86 degrees 56 minutes 56 seconds East 713.86 feet) to the end of the third line of the lot of ground secondly described in the above mentioned deed from Chester Beach, Inc., to the Eastern Corporation thence reversing said line and binding thereon North 9 degrees 01 minutes 53 seconds East 560.32 feet to the place of beginning, and containing 11.85 acres of land, more or less.

BEING the same lot of ground which by Deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 462 was granted and conveyed by Chester Beach, Inc. unto David M. Nichols, the said Olive J. Nichols joins herein for the purpose of Subjecting her dower interest to this mortgage.

SAVING AND EXCEPTING THEREFROM all that lot of ground more fully described as follows:

All that lot or parcel of land being a portion of the tract lying west of the Tourinns Motel at the Kent Island Shopping Center, on Kent Island in the Fourth Election District of Queen Anne's County, and more particularly described as follows; to wit:

BEGINNING at a point which is 320 feet, more or less, east of the intersection of the east shore of Coxe's Creek with the north right of way line of dual land U.S. Route No. 50 (said distance being measured eastward along the curve of the right of way line of dual lane U.S. Route 50) and 65 feet north 3 degrees 03 minutes 24 seconds east of said U.S. Route No. 50 along the west property line of the roadway connecting dual lane U.S. Route No. 50 and old U.S. Route No. 50, said point of beginning being also located 25 feet west of the center line of the westernmost approach apron connecting Limited Access U.S. Route No. 50 with the roadway running from dual lane U.S. Route No. 50 to Old U.S. Route No. 50 (said distance being measured along the curve of the northern right of way line of dual land U.S. Route No. 50) and 65 feet north 3 degrees, 03 minutes 24 seconds east of the said right of way line of dual land U.S. Route No. 50 along the west property line of the proposed connecting roadway (said point of beginning being also the southeast corner of the parcel being described), thence running north 3 degrees 03 minutes 24 seconds east 150 feet, thence north 86 degrees 56 minutes 36 seconds west 100 feet, thence south 3 degrees 03 minutes 24 seconds West 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 U.S. Route No. 50 to the place of beginning, and containing 0.34 acres of land; more or less.

BEING the same lot of ground which by Deed dated February 20, 1957 and recorded among the Land Records of Queen Anne's County in Liber T.SP. 33 folio 193 was granted and conveyed by David M. Nichols and Wife unto Pennick Corporation.

SUBJECT to easements more fully described as follows:

EASEMENT NO. 1:-

BEGINNING at a point marking the southeast corner of the David M. and Olive J. Nichols property (said corner being a point on the northern right-of-way line of dual highway US Route 50 and marking the end of the third line 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 T.S.P. 5 folio 460, from Chester Beach, Inc., to Eastern Corporation; also marking the end of the third line of the parcel of land described in an instrument of lease dated October 24, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. 10 folio 114, from Eastern Corporation to Tourninns Incorporated; also marking the end of the third line of the

property described in a deed dated July 17, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. 5, folio 462, from Chester Beach, Inc., to David M. and Olive J. Nichols);

Thence binding on the northern right-of-way line of dual highway U.S. Route 50 by a line curving to the right in a northwest direction, said curve having a radius of 3719.72 feet, for a distance of 343.11 feet to a point of intersection with the eastern right-of-way line of the 50 foot road connecting dual highway U.S. Route with Old U.S. Route 50 (said curve being subtended by a chord whose bearing is (reversed) North 89 degrees 50 minutes 46 seconds and whose length is 343 feet);

Thence leaving the northern right-of-way line of dual highway U.S. Route 50 and turning north along the eastern right-of-way line of the aforementioned connecting road, and binding reversely thereon North 3 degrees 03 minutes 24 seconds East for a distance of 65 feet;

Thence turning east along a curve (concentric with the curve of the northern right-of-way line of dual highway U.S. Route 50) whose radius is 3654.72 feet, for a distance of 352.21 feet (said curve being subtended by a chord whose bearing is (reversed) South 89 degrees 56 minutes 42 seconds East, and whose length is 349.95 feet) to a point on the division line between the David M. and Olive J. Nichols property and the tract leased to Tourinns Incorporated (said line of division being the fourth line described in the aforementioned deed of July 17, 1952, conveying the property to David M. and Olive J. Nichols, and said line of division being the third line described in the instrument of lease of October 24, 1952, to Tourinns Incorporated, and being also the third line described in the deed of July 17, 1952, Chester Beach, Inc., to Eastern Corporation.);

Thence South 9 degrees 01 minutes 53 seconds West a distance of 66.33 feet along said line of division to the place first mentioned and point of beginning.

The above description locates the common easement 65 feet in width adjoining the northern right-of-way line of dual highway U.S. Route 50 lying east of the connecting road heretofore described.

EASEMENT No. 2

BEGINNING at a point marking the intersection of the northern right-of-way line of dual highway U.S. Route 50 with the west right-of-way line of the road connecting dual highway U.S. Route 50 with old U.S. Route 50 (said point of beginning being the end of the second line describing the right-of-way of the connecting road referred to above);

Thence binding on the northern right-of-way line of dual highway U.S. Route 50 along a curve of radius 3719.72 feet in a northwesterly direction for a distance of 327 feet, more or less, to a point of intersection on with the high tide line along the eastern shore of Cox's Creek;

Thence following the meander of the high tide line of Cox's Creek in a northerly direction for a distance of 66 feet, more or less, to a point where the high tide line of Cox's Creek is intersected by a curve, extending in an easterly direction, that is concentric with the curve from the northern right-of-way line of dual highway U.S. Route 50 and having a radius of 3654.72 feet;

Thence following said curve in an easterly direction a distance of 330 feet, more or less, to a point of intersection with the west right-of-way line of the aforementioned connecting road;

Thence binding on said right-of-way line of the connecting road South 3 degrees 03 minutes 24 seconds West for a distance of 65 feet to the place first mentioned and point of beginning.

The above description locates the common easement 65 feet in width adjoining the northern right-of-way line of dual highway U.S. Route 50 lying west of the connecting road heretofore described.

EASEMENT No. 3

BEGINNING at a point which is 125 feet east of the center line of the connecting road between the dual highway now known as U.S. Route No. 50 and old U.S. Route No. 50 on the northern boundary line of the easement herein described under the heading of "Easement No. 1", thence south 86 degrees 56 minutes 36 seconds east 50 feet, thence north 45 degrees 57 minutes 23 seconds West 67.27 feet, thence South 3 degrees 03 minutes 24 seconds West 45 feet to the place of beginning.

Saving and excepting also from the property herein before described all that lot of ground more fully described as follows:

BEGINNING at a point on the southerly right-of-way line of Old Route US 50 which point is North 81 degrees-48" West a distance of 402.49 feet from an iron pipe marking the northeast corner of the David M. and Olive J. Nichols property (which marked corner is 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 5, Folio 462, from Chester Beach, Inc., to David M. and Olive J. Nichols);

Thence leaving the southerly right-of-way line of Old Route US 50 and binding upon a line running South 3 degrees, 08 minutes, 24 seconds West a distance of 610.66 feet to a point of intersection with the northerly right-of-way line of dual highway US Route 50;

Thence binding on said right-of-way line by a curve to the right in a northwest direction for a distance of 50 feet, said curve having a radius of 3719.72 feet;

Thence north along a line whose reverse bearing is South 3 degrees, 03 minutes, 24 seconds west, binding thereon for a distance of 615.13 feet to a point of inter-

section with the southerly right-of-way line of Old Route US 50;

Thence turning right and binding reversely upon said right-of-way line, whose bearing is North 81 degrees, 48 minutes, 36 seconds West, a distance of 50.20 feet to the point of beginning.

The above description located the right-of-way lines of a road 50 feet in width, connecting Old US Route 50 with the dual highway US Route 50.

BEING the same lot of ground which by Deed dated September 20, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 37, Folio 75 was granted and conveyed by David M. Nichols and wife unto the County Commissioner of Queen Anne's County.

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

Together with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns in fee simple forever.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or J. Warfield Armiger, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, 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 _____ for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; 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 the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public due, and charges the said Mortgagor, covenants to pay when legally due, and upon payment thereof, unless paid by the Mortgagee out of funds deposited with it by the Mortgagor, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event,

if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any all leases between the said Mortgagor and any tenants or lessees occupying and part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of Mortgages or debts secured by Mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party or designated.

IN WITNESS WHEREOF the said.
the day and year first herein written.

WITNESS:

MYRA LICHTER
MYRA LICHTER

DAVID M. NICHOLS (SEAL)
DAVID M. NICHOLS

OLIVE J. NICHOLS (SEAL)
OLIVE J. NICHOLS

Corporate Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th day of December, 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 the City of Baltimore aforesaid, personally appeared DAVID M. NICHOLS and OLIVE J. NICHOLS, His wife the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared JOHN WARFIELD ARMIGER, Agent of EDWIN K. GONTRUM and THOMAS M. GONTRUM the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY
PUBLIC
SEAL

MYRA LICHTER
Myra Lichter Notary Public

Partial Release of above mortgage is recorded in Liber T.S.P. No. 51, folio 514, 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. 38, folio 315, 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 September in the year nineteen hundred and sixty-two.

T. SORDEN PIPPIN
Clerk

Filed July 8, 1964

PETITIONERS EXHIBIT No. 2
Filed July 8, 1964

THIS DEED, Made this 16th day of October, 1962, EDWIN K. GONTRUM and THOMAS M. GONTRUM, of the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the said Edwin K. Gontrum and Thomas M. Gontrum, do hereby grant and assign unto CLARENCE M. PLITT (without recourse) all their right, title and interest in a certain mortgage made to Edwin K. Gontrum and Thomas M. Gontrum, by David M. Nichols and Olive J. Nichols, his wife, dated December 9, 1957 and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 38, folio 315, covering the following described property situate in Queen Anne's County, State of Maryland.

BEGINNING for the first all that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the North by the old public road running from Queenstown to Stevensville through the villages of Grasonville and Chester, on the East by the lands of the Eastern Corporation, on the South by the Dual Highway from the Chesapeake Bay Bridge to Queenstown and on the West by Coxe's Creek, and being more particularly described as follows, to wit:

BEGINNING for the same at a point on the Southerly side of the existing right of way line of the old public road from Queenstown to Stevensville through the villages of Grasonville and Chester at the end of the second line of the lot of ground secondly described in a deed dated the 17th day of July, 1952, from Chester Beach, Inc., to Eastern Corporation, which said deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 460, said point of beginning being also distant 1150.40 feet measured along the Southerly existing right of way line of the public road first herein mentioned from the corner formed by the intersection of said road with the Westerly existing right of way line of the Through Highway of the Dual Highway leading from Chesapeake Bay Bridge towards Grasonville, thence binding on the Southerly right of way line of the said public road first herein mentioned North 81 degrees 48 minutes 36 seconds West 1155 feet, more or less, to the intersection of said line with the shore line of Coxe's Creek, thence leaving the said Southerly existing right of way line of said public road and following the meanders of the shore line of Coxe's Creek in a Southerly direction to the intersection of said line with the Northerly right of way line of the Through Highway of the Dual Highway from the Chesapeake Bay Bridge to Grasonville, thence binding on the Northly right of way line thereof by a curve to the left in a Northeasterly direction, said curve having a radius of 3719.72 feet for a distance of 715.01 feet (said curve being subtended by a chord South 86 degrees 56 minutes 56 seconds East 713.86 feet) to the end of the third line of the lot of ground secondly described in the above mentioned deed from Chester Beach, Inc., to the Eastern Corporation thence reversing said line and binding thereon North 9 degrees 01 minutes 53 seconds East 560.32 feet to the place of beginning.

SAVING AND EXCEPTING THEREFROM all that lot of ground more fully described as follows:

All that lot or parcel of land being a portion of the tract lying West of the Tourinns Motel at the Kent Island Shopping Center, on Kent Island in the Fourth Election District of Queen Anne's County, and more particularly described as follows, to wit:

BEGINNING at a point which is 320 feet, more or less, East of the intersection of the East shore of Coxe's Creek with the North right of way line of dual lane U. S. Route No. 50 (said distance being measured Eastward along the curve of the right of way line of dual lane U.S. Route No. 50) and 65 feet North 3 degrees 03 minutes 24 seconds East of said U.S. Route No. 50 along the West property line of the roadway connecting dual lane U.S. Route No. 50 and old U.S. Route No. 50, said point of beginning being also located 25 feet West of the center line of the Westernmost approach apron connecting Limited Access U.S. Route No. 50 with the roadway running from dual lane U.S. Route No. 50 to Old U.S. Route No. 50 (said distance being measured along the curve of the Northern right of way line of dual lane U.S. Route No. 50) and 65 feet North 3 degrees 03 minutes 24 seconds East of the said right of dual lane U.S. Route No. 50 along the West property line of the proposed connecting

roadway (said point of beginning being also the Southeast corner of the parcel being described), thence running North 3 degrees 03 minutes 24 seconds East 150 feet, thence North 86 degrees 56 minutes 36 seconds West 100 feet, thence South 3 degrees 03 minutes 24 seconds West 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 U.S. Route No. 50 to the place of beginning.

AND SAVING AND EXCEPTING THEREFROM the following described tracts or parcels of land, to wit:

All that parcel of land containing 0.458 acres, more or less, conveyed by Guaranteed Realty Corporation to Tidewater Bank, by deed dated the 30th day of October, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51, folio 503.

All that parcel of land containing 0.347 acres, more or less, conveyed by Guaranteed Realty Corporation, to William A. Hardy, Jr., by deed dated the 30th day of October, 1959, recorded among the Land Records aforesaid in Liber T.S.P. No. 51, folio 507.

And subject, nevertheless, to the following:

All that 65 foot easement known as Easement No. 1 and more particularly described in the aforesaid mortgage from David M. Nichols, et. ux., to Edwin K. Gontrum, et. al., dated the 9th day of December, 1957, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 38, folio 315, said description as therein contained being incorporated herein by reference thereto.

All that 65 foot easement known as Easement No. 2 and more particularly described in the aforesaid mortgage from David M. Nichols, et. ux., to Edwin K. Gontrum, et. al., dated the 9th day of December, 1957, recorded among the Land Records aforesaid in Liber T.S.P. No. 38, folio 315, said description as therein contained being incorporated herein by reference thereto.

All that 50 foot easement or road right of way known as Easement No. 3 and more particularly described in the aforesaid mortgage from David M. Nichols, et. ux., to Edwin K. Gontrum, et. al., dated the 9th day of December, 1957, recorded among the Land Records aforesaid in Liber T.S.P. No. 38, folio 315, said description as therein contained being incorporated herein by reference thereto, and being all the same lands more particularly described in a certain grant of a roadway from David M. Nichols, et. ux., to the County Commissioners of Queen Anne's County, by grant dated the 20th day of September, 1957, and recorded among the Land Records aforesaid in Liber T.S.P. No. 37, folio 75.

The aforesaid easements and road rights of way are set forth and shown on a plat entitled "Property of David M. and Olive J. Nichols, Fourth Election District, Queen Anne's County, Maryland," dated December, 1956, by James H. Ludlow Associates, registered engineers, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 33, folio 179.

The terms, provisions and conditions of a certain lease from David M. Nichols, et. ux., to Gulf Oil Corporation, dated March 6th, 1957, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 33, folio 514, and in a certain mortgage deed of trust from David M. Nichols, et. ux., to W. D. Nelson and A.P. Simmons, Trustees, dated March 6th, 1957, recorded among the Land Records aforesaid in Liber T.S.P. No. 33, folio 523, reference being made to the same for a more particular description of the lands, therein demised, being a parcel of land of 0.34 acre, more or less, and on easement area, to be used in common of 0.026 acres, more or less.

And further subject to all rights of way and easements of public record.

AS WITNESS the hands and seals of the said assignors.

WITNESS:

OLLIE J. PRICE
Ollie J. Price

EDWIN K. GONTRUM (SEAL)
Edwin K. Gontrum

THOMAS M. GONTRUM (SEAL)
Thomas M. Gontrum

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 16th day of October in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Edwin K. Gontrum and Thomas M. Gontrum, and they acknowledged the foregoing to be their act.

WITNESS my hand and notarial seal, the day and year last above written.

Notary
Public
Seal

OLLIE J. PRICE,
Ollie J. Price, Notary Public
My commission expires 5/6/63

Filed July 8, 1964

STATEMENT OF MORTGAGE CLAIM
Filed July 8, 1964

acknowledged and recorded, according to law, conveyed to the purchaser or purchasers, his, her, or their assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, 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 cost 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 herein before decreed shall be made, a statement of the claim, duly verified by affidavit, as required by law, be filed in this cause.

THOS J KEATING JR.
JUDGE

Filed Aug. 27, 1964

CERTIFIED COPY OF BOND
Filed Aug. 27, 1964

RECEIVED FOR RECORD Aug. 27, 1964

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

Bond No. 56 75 291

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene Hettleman, 5 Guilford Avenue, Baltimore, 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 Thirty-five Thousand and 00/100 (\$35,000.00) 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 24th day of August in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Eugene Hettleman by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Clarence M. Plitt vs. David M. Nichols and Olive J. Nichols now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Eugene Hettleman 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; other to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

JOSEPH HETTLEMAN
Joseph Hettleman

EUGENE HETTLEMAN (SEAL)
Eugene Hettleman

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By HILDA V. HUNTER
Hilda V. Hunter As to Surety

By CLINTON A. KILLAM, JR.
Clinton A. Killam, Jr. Attorney-in-Fact
Corporate Seal

Security approved & Bond filed Aug 27, 1964

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 71, a Bond 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 27th day of August in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

Filed Aug. 27, 1964

REPORT OF SALE
Filed Sept. 14, 1964

REPORT OF SALE

CLARENCE M. PLITT)
 VS.)
 DAVID M. NICHOLS)
 OLIVE J. NICHOLS, his wife)

IN THE
 CIRCUIT COURT
 - OF -
 QUEEN ANNE'S COUNTY
 (IN EQUITY)
 No. 4639

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of Eugene Hettleman Trustee appointed by the decree in the above entitled cause, to make sale of the real 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 having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Queen Anne's Record Observer, a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee Eugene Hettleman did pursuant to said notice on Friday the 28th day of August 1964 at one o'clock P.M. attend on the premises and then and there sold the property described in the advertisement, a copy whereof is attached hereto to Clarence M. Plitt for the sum of five thousand dollars, as an entirety, he having offered the greatest sum therefore, in fee simple,

EUGENE HETTLEMAN
 EUGENE HETTLEMAN, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 11th day of September 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Eugene Hettleman Trustee, and made Oath 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.

As witness my hand and Notarial Seal,

Notary
 Public
 Seal

JOSEPH HETTLEMAN
 Notary Public

Filed Sept. 14, 1964

ADVERTISEMENT CONTAINING DESCRIPTION
 OF PROPERTY SOLD, WHICH WAS SOLD AS
 AN ENTIRETY
 Filed Sept. 14, 1964

Eugene Hettleman, Attorney
 5 Guildford Ave., Balto. 2, Md.

TRUSTEE'S SALE
 OF 2 VALUABLE FEE SIMPLE

UNIMPROVED LOTS
 CONTAINING 8½ ACRES
 MORE OR LESS

Situate on U.S. Route 50 (North Side). Between Islander Motel and Cox's Creek, Fourth Election District, Queen Anne's County, Maryland

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity (Equity No. 4639), the undersigned, Trustee, will sell at public auction on the premises, on

FRIDAY, AUGUST 28, 1964
 at 10'clock P.M.

All those two lots of ground lying in the Fourth Election District of Queen Anne's County, on Kent Island, lying generally east of Coxe's Creek and on the north side of the dual highway, U.S. Route 50.

BEGINNING FOR THE FIRST at the intersection of the southerly side of the existing right of way line of the old public road from Queenstown to Stevensville through the villages of Grasonville and Chester (Old U.S. Route 50), and the Easternmost shore line of Coxe's Creek, then following the meanders of the easternmost shore line of Coxe's Creek in a southerly direction to the northerly right of way line of New U.S. Route 50, dual highway, thence easterly binding on said right of way three hundred twenty-seven feet more or less to the easternmost side of a 50 foot road connecting Old U.S. Route 50 and New U.S. Route 50, thence northerly binding on the west side of said 50 foot road sixty-five feet to intersect the corner of the lot of ground in a deed dated February 20, 1957, and recorded in Liber T.S.P. 33 folio 193 from David M. Nichols and wife to Pennick Corporation, thence binding along the land so deeded to the Pennick Corporation the following courses and distances: 100 feet along a curve that is concentric with and 65 feet north of the northern right of way line of U.S. Route No. 50 thence North 3 degrees 3 minutes, 25 seconds East 148.66 feet, thence south 86 degrees 56 minutes 36 seconds east 100 feet to the west side of said 50 foot road, thence binding on the said side of said 50 foot road north 3 degrees 8 minutes 24 seconds east 400.13 feet more or less to the south side of Old U.S. Route 50, thence westerly binding on the south side of said Old U.S. Route 50, 703 feet more or less to

to the place of beginning. The southernmost 65 feet of said lot fronting along New U. S. Route 50, being subject to a common easement for the benefit of the public.

BEGINNING FOR THE SECOND at a point on the southerly side of the existing right of way line of the old public road from Queen Town to Stevensville through the villeges of Grasonville and Chester at the end of the second line of the lot of grounds secondly described in a deed dated July 17, 1952 from Chester Beach, Inc., to Eastern Corporation recorded in Liber T.S.P. 5 folio 460, said point of beginning being also distant 1,150.40 feet measured along the southerly existing right of way line of the public road first herein mentioned from the corner formed by the intersection of said road with the westerly existing right of way line of the Through Highway of the Dual Highway leading from Chesapeake Bay Bridge towards Grasonville, thence binding on the southerly right of way line of said public road first herein mentioned, North 81 degrees 48 minutes 36 seconds west 402.49 feet more or less to the east side of a 50 foot right of way connecting Old U.S. Route 50 with New U.S. Route 50, thence binding on the eastmost side of said 50 foot road south 3 degrees 3 minutes 24 seconds west 345.66 feet more or less to the end of the third line in a deed from Guaranteed Realty Corporation, dated October 30, 1959 and recorded in Liber 51 folio 507, to William A. Hardy, Jr. and Frank M. Hardy, thence binding along the fourth line in said deed south 88 degrees 22 minutes 35 seconds east 150.04 feet to the end of the first line in a deed from Guaranteed Realty Corporation to Tidewater Bank dated October 30, 1959 and recorded in Liber 51 folio 503, thence binding along the second and third lines in said deed the following courses and distances: North 89 degrees 30 minutes 49 seconds East 100 feet and south 3 degrees 3 minutes 24 seconds west 200 feet, running thence easterly along a curve that is concentric with and 65 feet north of the northern right of way line of U.S. Route No. 50 to intersect the third line of the lot of ground secondly described in the above mentioned deed from Chester Beach, Inc., to Eastern corporation, thence reversing said line and binding thereon north 9 degrees 1 minute 53 seconds east 493.99 feet more or less to the place of beginning.

The above described parcels being unimproved and contain a total of 8.5 acres more or less. Being in fee simple.

Manner of Sale: Each of the parcels will be offered separately and the bids held in reserve, then the two parcels will be offered as an entirety and sale will be made in manner bringing the greatest amount.

Terms of Sale: A cash deposit of \$1,500 will be required of the purchaser or purchasers if parcels are sold separately or \$2,500 if sold as an entirety, balance upon ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest from the date of sale to date of settlement. Taxes and all other expenses to be adjusted from the date of sale. Documentary stamps and county transfer charges, if any, to be paid by the purchaser or purchasers.

EUGENE HETTLEMAN, Trustee
ALEX COOPER AUCTIONEERS, INC.
212 N. Calvert St., Balto. 2 Md.
Plaza 2-4868

CERTIFICATE OF PURCHASER
Filed Sept. 14, 1964

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 28 day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Clarence M. Plitt purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal, and that he has not directly or indirectly discouraged anyone from bidding for the said property, mentioned in the said Report of Sale.

CLARENCE M PLITT
Purchaser

(SEAL) ALEXANDER COOPER
Notary Public

Notary
Public
Seal

Filed Sept. 14, 1964

AUCTIONEER'S AFFIDAVIT
Filed Sept. 14, 1964

Clarence M. Plitt * IN THE
vs. * CIRCUIT COURT
David M. Nichols & wife * OF
Queen Anne's County

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: JOSEPH A. COOPER

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 8th day of Sept, 1964

Notary
Public
Seal

BESSYE KAHN
Notary Public

Filed Sept. 14, 1964

Judicial Sales Real Estate Sales • Merchandise Sales • Appraisals

Oriental Rugs

ALEX COOPER AUCTIONEERS, INC. AUCTIONEERS - REALTORS - APPRAISERS

OFFICE: PLAZA 2-4868
Res: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND
September 8, 1964

NAME Eugene Hettleman, Trustee

Address 5 Guilford Avenue

Reference: Public Auction Sale

8½ Acres on U.S. Route 50 between
Islander Motel and Cox's Creek,
Fourth Election District, Queen
Anne's County, Md.

Auction Fee	50.00
Advertising: Record Observer	134.38
" Sun Paper	<u>54.30</u>
Total Charges	238.68

ORDER NISI ON SALE
Filed Sept. 14, 1964

ORDER NISI ON SALE

Clarence M. Plitt	)	In the Circuit Court
vs.	(	for Queen Anne's County
	)	In Equity
David M. Nichols	)	Cause No. <u>4639</u>
Olive J. Nichols, his wife.)	

ORDERED, this 14th day of September, 1964, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 15th day of October, 1964, 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 October, 1964.

The report states the amount of sales to be \$5000.00

Filed September 14, 1964

CHARLES W. CECIL, Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Sept. 23, 1964

Eugene Hettleman, Attorney
5 Guilford Ave., Balto. 2, Md.

TRUSTEE'S SALE
OF 2 VALUABLE FEE-SIMPLE
UNIMPROVED LOTS
Containing 8½ acres More or Less

Situate on U.S. Route 50 (North Side). Between Islander Motel and Cox's Creek, Fourth Election Election District, Queen Anne's County, Maryland.

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity (Equity No. 4639), the undersigned, Trustee, will sell at public auction on the premises, on

FRIDAY, AUGUST 28, 1964

At 10'clock P. M.

All those two lots of ground lying in the Fourth Election District of Queen Anne's County, on Kent Island, lying generally east of Coxe's Creek and on the north side of the dual highway, U.S. Route 50.

BEGINNING FOR THE FIRST at the intersection of the southerly side of the existing right of way line of the old public road from Queen's Town to Stevensville through the villages of Grasonville and Chester (Old U.S. Route 50), and the Easternmost shore line of Coxe's Creek, then following the meanders of the easternmost shore line of Coxe's Creek in a southerly direction to the northerly right of way line of New U.S. Route 50, dual highway, thence easterly binding on said right of way three hundred twenty-seven feet more or less to the easternmost side of a 50 foot road connecting Old U.S. Route 50 and New U.S. Route 50, thence northerly binding on the west side of said 50 foot road sixty-five feet to intersect the corner of the lot of ground in a deed dated February 20, 1957 and recorded in Liber T.S.P. 33 folio 193 from David M. Nichols and wife to Pennick Corporation, thence binding along the land so deeded to the Pennick Corporation the following courses and distances: 100 feet along a curve that is concentric with and 65 feet north of the northern right of way line of U.S. Route No. 50 thence North 3 degrees 3 minutes, 24 seconds East 148.66 feet, thence south 86 degrees 56 minutes 36 seconds east 100 feet to the west side of said 50 foot road, thence binding on the said side of said 50 foot road north 3 degrees 8 minutes 24 seconds east 400.13 feet more or less to the south side of Old U.S. Route 50, thence westerly binding on the south side of said Old U.S. Route 50, 703 feet more or less to the place of beginning. The southernmost 65 feet of said lot fronting along New U.S. Route 50, being subject to a common easement for the benefit of the public.

BEGINNING FOR THE SECOND at a point on the southerly side of the existing right of way line of the old public road from Queen's Town to Stevensville through the villages of Grasonville and Chester at the end of the second line of the lot of grounds secondly described in a deed dated July 17, 1952 from Chester Beach, Inc., to Eastern Corporation recorded in Liber T.S.P. 5 folio 460, said point of beginning being also distant 1,150.40 feet measured along the southerly existing right of way line of the public road first herein mentioned from the corner formed by the intersection of said road with the westerly existing right of way line of the Through Highway of the Dual Highway leading from Chesapeake Bay Bridge towards Grasonville, thence binding on the southerly right of way line of said public road first herein mentioned North 81 degrees 48 minutes 36 seconds west 402.49 feet more or less to the east side of a 50 foot right of way connecting Old U.S. Route 50 with New U.S. Route 50, thence binding on the eastmost side of said 50 foot road south 3 degrees 3 minutes 24 seconds west 345.66 feet more or less to the end of the third line in a deed from Guaranteed Realty Corporation, dated October 30, 1959 and recorded in Liber 51 folio 507, to William A. Hardy, Jr., and Frank M. Hardy, thence binding along the fourth line in said deed south 88 degrees 22 minutes 35 seconds east 150.04 feet to the end of the first line in a deed from Guaranteed Realty Corporation to Tidewater Bank dated October 30, 1959 and recorded in Liber 51 folio 503, thence binding along the second and third lines in said deed the following courses and distances: North 89 degrees 30 minutes 49 seconds East 100 feet and south 3 degrees 3 minutes 24 seconds west 200 feet, running thence easterly along a curve that is concentric with and 65 feet north of the northern right of way line of U.S. Route 50 to intersect the third line of the lot of ground secondly described in the above mentioned deed from Chester Beach, Inc., to the

Eastern corporation, thence reversing said line and binding thereon north 9 degrees 1 minute 53 seconds east 493.99 feet more or less to the place of beginning.

The above described parcels being unimproved and contain a total of 8.5 acres more or less. Being in fee simple.

Manner of Sale: Each of the parcels will be offered separately and the bids held in reserve, then the two parcels will be offered as an entirety and sale will be made in manner bringing the greatest amount.

Terms of Sale: A cash deposit of \$1,500 will be required of the purchaser or purchasers if parcels are sold separately or \$2,500 if sold as an entirety, balance upon ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest from the date of sale to date of settlement, Taxes and all other expenses to be adjusted from the date of sale. Documentary stamps and county transfer charges, if any, to be paid by the purchaser or purchasers.

EUGENE HETTLEMAN, Trustee
ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert St., Balto.2, Md.
Plaza 2-4868

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 23, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale in the case of Clarence M. Plitt vs David M. Nichols - Olive J. Nichols, 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 28 day of August, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of August, 1964, and the last insertion on the 27 day of August, 1964.

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed Sept. 23, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Oct. 7, 1964

ORDER NISI ON SALE

Clarence M. Plitt
vs
David M. Nichols
Olive J. Nichols,
his wife

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

Cause No. 4639

ORDERED, this 14th day of September, 1964, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 15th day of October, 1964, 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 October, 1964.

The reported states the amount of sales to be \$5000.00.

Filed: September 14, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 23, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4639 in the case of Clarence M. Plitt vs David M. Nichols Olive J. Nichols, 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 8 day of October, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of Sept 1964, and the last insertion on the 1 day of Oct 1964

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed Oct. 7, 1964

FINAL ORDER OF RATIFICATION ON
TRUSTEE'S REPORT OF SALE
Filed Oct. 29, 1964

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

CLARENCE M. PLITT)
VS.)
DAVID M. NICHOLS)
OLIVE J. NICHOLS, his wife)

IN THE
CIRCUIT COURT
- OF -
QUEEN ANNE'S COUNTY
(IN: EQUITY)

No. 4639 Equity

ORDERED BY THE COURT, This 29th day of October, 1964, that the real estate sale made and reported by the Trustee, Eugene Hettleman, to Clarence M. Plitt, on August 28, 1964 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS J KEATING JR.

Filed Oct. 29, 1964

REPORT OF AUDITOR
Filed Nov. 13, 1964

CLARENCE M. PLITT
VS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

In Equity No. 4639

DAVID M, NICHOLS & WIFE

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 Eugene Hettle-

man, Trustee, appointed by decree of this Court of August 27, 1964, to make the sale of the mortgage premises foreclosed in these proceedings.

2. That it appears that the net proceeds of sale are insufficient to pay the mortgage debt, and the deficiency appears to be in the sum of \$30,924.12.

3. That in the within account said Trustee and vendor is charged with the gross proceeds of the sale as per his report filed herein, plus interest to accrue on the unpaid portion of the purchase money, and is allowed thereafter his commissions for making said sale, Court costs, taxes due by said vendor, the premium on the corporate surety bond filed in this cause, the several advertising costs, the fee of your auditor for stating this account and the balance has been directed to be paid to Clarence M. Plitt, Assignee of said mortgage.

Respectfully submitted,

J THOMAS CLARK
Auditor

November 6, 1964
Filed Nov. 13, 1964

Cause No. 4639

The proceeds of the sale of land reported in this cause, in account with Eugene Hettleman, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1964		
Aug. 28	By gross proceeds of the sale of said land, per report of said vendor, to wit: -----	\$5,000.00
	By interest for two months on the unpaid portion of the purchase price, per settlement sheet of vendor's, to wit:-----	25.00
	By total proceeds in hands of said vendor -----	\$5,025.00

Dr.

To Eugene Hettleman, Trustee, of the mortgage foreclosed in these proceedings, per decree of Court, his commissions for making sale -----	\$401.25
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk--\$20.80 2-Appearance fee of Eugene Hettleman <u>10.00</u>	30.80
To do., for an amount paid Charles W. Cecil for advanced court costs, per receipt exhibited, to wit:-----	15.00
To do., for amounts paid for seller's share of taxes, per settlement sheet of vendor and advertisement of sale, to wit: 1-1963 State and County taxes--\$532.80 2-1964 months State and County taxes 248.96 3-Vendor's share of State and County taxes for the year 1964-1965---- <u>85.50</u>	867.26
To do., for an amount paid L.L. Hubble and Co., Inc., Agent, for the premium of the Trustee's surety bond filed in this cause, per receipt exhibited, to wit:-----	140.00
To do., for an amount due Alex Cooper, Auctioneer's Inc., auctioneer, for crying said sale, per Local Rules for the Second Judicial Circuit of Maryland, the sum of -----	25.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For advertising Notice of sale----- \$134.38 2-For publishing Order Nisi of Sale--- <u>14.00</u>	\$148.38
To do., for an amount Sun Papers for advertising Notice of Sale, per statement exhibited -----	54.30
To J. Thomas Clark, auditor for stating this account and notifying parties, the sum of -----	50.00
To Clarence M. Plitt, Assignee of the mortgage foreclosed in this cause, as a partial payment on the mortgage debt thereof in the sum of \$34,217.13, per statement of debt filed herein, the balance or the sum of -----	\$3,293.01
	\$5,025.00 \$5,025.00

November 6, 1964
 Filed Nov. 13, 1964

J THOMAS CLARK
 Auditor

CERTIFICATE OF NOTICES MAILED
 Filed Nov. 13, 1964

CLARENCE M. PLITT
 VS.

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY

IN EQUITY No. 4639

DAVID M. NICHOLS
 OLIVE J. NICHOLS, his wife

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 13,, 1964, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail fotify the following interested parties to this cause, to wit:

Eugene Hettleman, Trustee
 600 Knickerbocker Building
 220 E. Lexington Street
 Baltimore, Maryland 21202

Clarence M. Plitt
 857 Park Avenue
 Baltimore 1, Maryland

David M. Nichols and
 Olive J. Nichols
 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 November 13, 1964, with the Clerk of this Court, Centreville, Maryland, and that exeptions to said audit must be filed on or before November 30, 1964, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on December 1, 1964.

J THOMAS CLARK
 Auditor

Filed Nov. 13, 1964

NISI RATIFICATION OF AUDIT
 Filed Nov. 13, 1964

Clarence M. Plitt
 vs.

David N. Nichols and
 Olive J. Nichols, his wife

) In the Circuit Court
)
) for Queen Anne's County
) In Equity
) Cause No. 4639

ORDERED, this 13th. day of November, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st. day of December, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed November 13, 1964

FINAL RATIFICATION OF AUDIT
 Filed Dec. 1, 1964

Clarence M. Plitt
 vs.

David M. Nichols and
 Olive J. Nichols, his wife

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY
 IN EQUITY
 No. 4639

FINAL RATIFICATION OF AUDIT

ORDERED, this 1st. day of December, 1964, 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 Eugene Hettleman, Trustee, 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 Circuit Court for
 Queen Anne's County.

Filed Dec. 1, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Tenth day of June, in the year nineteen hundred and sixty four, the following Certified Copy of Proceedings were brought to be recorded, to wit:-

EXCERPT FROM DOCKET ENTRIES
Filed June 10, 1964

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR
ESTATE OF SALLIE B. JUMP : TALBOT COUNTY
Lunatic : NO. 1782 CHANCERY

THIS IS TO CERTIFY, That the following is an excerpt from the docket entries appearing in this Court in the above entitled case:

- 27 Nov. 1929 Petition of Elizabeth J. Eley, daughter &c. and Certificate of two Physicians &c. filed.
- " " " Order of Court for Writ 'de Lunatico Inquirendo filed.
- " " " Writ issued to Sheriff of Talbot County.
- 14 April 1930 Copy of Petition, order of Court with notice of hearing on Wednesday, April 23, 1930, at 2 o'clock, P.M. sent to Sheriff of Baltimore City for service on Lunatic.
- 23 " " Inquisition filed.
- 3 May " Decree confirming Inquisition & appointing Elizabeth J. Eley, Committee & Trustee &c filed.
- 9 " " Bond approved & filed.
- 6 Mar. 1964 Petition for authority to report sale of "Clough Farm" in Queen Anne's County to Franklin C. Gannon and wife with Exhibits No. 1 and No. 2 filed.
- 3 Apr. " Decree authorizing sale of "The Barcus Farm" or "John Clough Farm" to Franklin C. Gannon and wife filed.
- 6 " " Report of Sale of "The Barcus Farm" or "John Clough Farm" in Queen Anne's County, Maryland to Franklin C. Gannon and Helen Mae Gannon, his wife fd.
- " " " Order nisi fd. and copy to Star-Democrat and Queen Anne's Record and Observer Publishing Company
- 14 " " Sale Ratified - Order of Court filed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 21st day of May, A.D. 1964.

Court's
Seal.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County

Filed June 10, 1964

PETITION
Filed June 10, 1964

IN THE MATTER OF : IN THE CIRCUIT COURT
THE ESTATE OF : FOR TALBOT COUNTY
SALLIE B. JUMP. : IN EQUITY
: CHANCERY NO. 1782.

PETITION FOR AUTHORITY TO REPORT SALE OF "THE BARCUS FARM" OR "JOHN CLOUGH FARM" IN QUEEN ANNE COUNTY, MARYLAND, TO FRANKLIN C. GANNON AND WIFE, ETC.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Elizabeth J. Eley, Committee and Trustee for Sallie B. Jump, respectfully represents:

FIRST: That among the assets of this Estate is a farm in Queen Anne's County, Maryland, being a part of a tract called "Coleraine Farm", commonly known as "The Barcus Farm" and more recently the "John Clough Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, containing three hundred twenty (320) acres of land, more or less, and more particularly described as Parcel No. 1 in the Deed from John A. Clough, Jr. to George Leroy Jump and Sallie B. Jump, his wife, dated April 18, 1917, and recorded among the Land Records Books of Queen Anne's County in Liber W.F.W. No. 10, folio 265, a certified copy of which Deed is already filed in this proceeding marked Petitioner's Exhibit "A", filed March 16, 1951, and prayed to be taken as a part hereof.

SECOND: That recently your Petitioner received through J. E. Ball Associates, Real Estate Brokers, Easton, Maryland, an offer from Franklin C. Gannon and Helen Mae Gannon, his wife, who reside near Chestertown, Maryland, to purchase said farm (with the exception of approximately eight (8) acres, more or less) and the crops now planted and growing thereon for the sum of Seventy-five Thousand (\$75,000.00) Dollars, and believing said amount to be a fair price and believing it advantageous to

convert said property into a more liquid asset, your Petitioner entered into a contract of sale of said farm (except the eight (8) acres aforesaid) and the crops now planted and growing thereon with the said Franklin C. Gannon and Helen Mae Gannon, his wife, a copy of said contract being filed herewith marked "Petitioner's Exhibit No. 1" and prayed to be taken as a part hereof, which sale, as will appear from the terms of said contract, was made subject to the ratification and approval of this Honorable Court.

THIRD: That said sale was made with the understanding that your Petitioner will pay the said J. E. Ball Associates a broker's commission of \$3,600.00 for their services if said sale is ratified and approved by this Honorable Court.

FOURTH: That since farms are now selling at an all time high price and due to the difficulty in getting desirable tenants and because the buildings on said farm need repair and new buildings are needed due to the change in methods of farming, your Petitioner believes a sale, in accordance with said contract, will be advantageous to and for the best interest of this Estate, and as evidence that the price is fair your Petitioner files herewith a letter of appraisal made by Charles E. Barton, Spring Brook Farm, Queen Anne, Maryland, a prominent and reputable citizen who is well qualified by experience and knowledge to give an expert opinion as to the value of said real estate, said letter being filed herewith marked "Petitioner's Exhibit No. 2".

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That she, as Committee and Trustee of Sallie B. Jump, may be authorized to report to this Honorable Court for further proceedings in connection therewith and for ratification thereof, the sale of the real estate above referred to and mentioned, subject to the approval of this Honorable Court.

(b) That pursuant to Section 140 of Article 16 of the Annotated Code of Public General Laws of Maryland (1957), or any amendment or supplement thereto, said Petitioner may have proof taken and submitted to this Honorable Court for the purpose of showing it to be to the best interest and advantage of this Estate that the sale of said real estate be ordered and decreed by the Court, and the proceeds of said sale held by your Petitioner as Committee and Trustee, for reinvestment or disposition under the direction of the Court.

(c) That your Petitioner may have such other and further relief as her case may require.

AND AS IN DUTY BOUND, etc.

(s) Elizabeth J. Eley
Elizabeth J. Eley,
Committee and Trustee of
Sallie B. Jump.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of March, in the year one thousand nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, 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 her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(s) Beverly S. Willin
Notary Public

Filed June 10, 1964

(NOTARIAL SEAL)

ORDER OF COURT
Filed June 10, 1964

ORDER OF COURT

Upon consideration of the foregoing Petition and Affidavit of Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, and of the exhibits filed with said Petition;

IT IS THEREUPON, by the Circuit Court for Talbot County, in Equity, on this 6th day of March, 1964, ORDERED, that Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, the above named Petitioner, be and she is hereby authorized, pursuant to the provisions of law and Rules of Court applicable, to take testimony before one of the standing Examiners of this Court for the purpose of having determined by the Court whether it will be to the interest and advantage of the Estate of Sallie B. Jump, that the sale of said real estate mentioned and described in the foregoing Petition be so ordered and decreed by the Court in these proceedings and thereupon to submit these proceedings with said testimony to the Court for such further Order or Decree in respect to the said sale and for such direction to the said Elizabeth J. Eley, Committee and Trustee as aforesaid, in respect to the filing of a Report of Sale and for such further proceedings in connection therewith as to the Court may seem right and proper.

(s) J. DeWeese Carter
Judge

Filed June 10, 1964

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true copy of the Petition

and Order of Court as filed, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on March 6, 1964, No. 1782 Chancery.

Circuit Court's Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 20th day of May A.D., 1964.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

DECREE
Filed June 10, 1965

IN THE MATTER OF
THE ESTATE OF
SALLIE B. JUMP

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:

IN THE CIRCUIT COURT
FOR TALBOT COUNTY
IN EQUITY
Chancery No. 1782

DECREE

THIS CAUSE standing ready for hearing and being submitted, and the testimony heretofore returned by the Examiner, and the proceedings having been read and considered,

IT IS THEREUPON this 3rd day of April, 1964, by the Circuit Court for Talbot County, in Equity, ADJUDGED, ORDERED and DECREED, that the farm known as "The Barcus Farm" or "John Clough Farm" and the growing crops thereon belonging to the Estate of Sallie B. Jump, mentioned in the Petition of Elizabeth J. Eley, Committee and Trustee in said cause, be sold, and that the course and manner of said Trustee's proceeding shall be as follows:

Elizabeth J. Eley, Committee and Trustee, shall sell said farm and growing crops at private sale to Franklin C. Gannon and Helen Mae Gannon, his wife, at and for the sum of Seventy-five Thousand (\$75,000.00) Dollars, in accordance with the terms of the contract of sale herein filed, and as soon as convenient after said sale the said Committee and Trustee shall return to this Court a full and particular report of her proceedings with the usual affidavit annexed thereto of the truth thereof, and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money, and not before, the said Committee and Trustee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchasers thereof, their heirs and assigns, the property and estate to them sold free and clear from all claims, encumbrances or demands of any kind whatsoever; and the said Committee and Trustee shall hold the funds so received from said sale subject to the Order of this Court as to the disbursing or investing of the same in whole or in part, after first deducting the cost of this proceeding and such commissions to said Committee and Trustee as this Court shall think proper to allow.

/s/ J. DeWeese Carter
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true copy of a Decree as filed in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on April 3, 1964, No. 1782 Chancery.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 20th day of May A.D., 1964.

Circuit Court Seal.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

Filed June 10, 1964

REPORT OF SALE
Filed June 10, 1964

IN THE MATTER OF
THE ESTATE OF
SALLIE B. JUMP

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IN THE CIRCUIT COURT
FOR TALBOT COUNTY
IN EQUITY
No. 1782 Chancery

REPORT OF SALE OF "THE BARCUS FARM" OR "JOHN CLOUGH FARM" IN QUEEN ANNE'S COUNTY, MARYLAND, TO FRANKLIN C. GANNON AND HELEN MAE GANNON, HIS WIFE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, respectfully shows:

That she has sold at private sale and pursuant to the Decree of this Court passed on April 3rd, 1964, in the above entitled cause, reports herein the sale of certain real estate and property of Sallie B. Jump, as hereinafter mentioned and described, at the price specified, viz:

(1) The said Committee and Trustee has sold to Franklin C. Gannon and Helen Mae Gannon, his wife, at and for the sum of Seventy-Five Thousand (\$75,000.00) Dollars the following described real estate and personal property, to wit:

ALL that farm or part of a tract called "Coleraine Farm", commonly called or known as "The Barcus Farm" and more recently known as the "John Clough Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Wilson's Mill, in said County, to Hillsboro, in Caroline County, in said State, and now in the tenancy of Clifford Calloway, and adjoining the land now or formerly belonging to the Dean Estate and also the parcel of land known as "Coleraine Farm" sold by said Committee and Trustee to Elmer Austin Eaton and Norma Lee Eaton, his wife, in March 1951; containing three hundred twenty acres (320 A.) of land, more or less.

BEING the same farm which was conveyed by John A. Clough, Jr. to George Leroy Jump and Sallie B. Jump, his wife, by Deed dated April 18, 1917, and recorded among the Land Record Books of Queen Anne's County in Liber W.F.W. No. 10, folio 265, and described as Parcel No. 1 in said Deed; title to said property, upon the death of George Leroy Jump, having become vested in his widow, Sallie B. Jump.

SAVE AND EXCEPT approximately eight acres (8 A.) of aldn, more or less, consisting of all that marshland and high land lying on the right hand side (when facing the farm) of the center-line of the ditch which runs near the Austin Eaton farm, which excepted lands are expressly reserved by the said Sallie B. Jump Estate; said reserved lands to be surveyed at the expense of said Estate and Purchasers to be supplied with a Certificate of Survey and plat showing said reserved lands, the description of which shall be incorporated in the deed to the Purchasers.

TOGETHER with and including Landlord's share in all crops now planted and growing on said farm.

(2) And the Purchasers thereof have paid the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars on account of said purchase price and are ready to pay the remaining balance of Sixty-seven Thousand Five Hundred (\$67,500.00) Dollars upon the ratification of said sale.

WHEREFORE, the said Elizabeth J. Eley, Committee and Trustee as aforesaid, believing the said sale has been advantageously made in the interest and for the benefit of said Sallie B. Jump, prays:

(a) That the said sale herein reported may be ratified, approved and confirmed by this Court, so that upon such ratification by the Court and upon payment in full of the purchase price and compliance with all the terms of said sale, the said real estate and personal property may be conveyed to the purchasers thereof.

(b) And that said Committee and Trustee, and the said Trust Estate of Sallie B. Jump, may have such other and further relief as the nature of this case may require.

Respectfully submitted,

/s/ Elizabeth J. Eley
(Elizabeth J. Eley)
Committee and Trustee of Sallie
B. Jump

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of April, in the year one thousand nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, named in the foregoing Report of Sale, and made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

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

/s/ Helen K. Plummer
(Helen K. Plummer)
Notary Public

My commission expires: May 3, 1965

(NOTARIAL SEAL)

Filed June 10, 1964

ORDER
Filed June 10, 1964

IN THE MATTER OF

IN THE CIRCUIT COURT

THE ESTATE OF
SALLIE B. JUMP

:
:
:

FOR TALBOT COUNTY
IN EQUITY
No. 1782 Chancery

ORDER

ORDERED, this 6th day of April, 1964, that the sale of the real estate and personal property mentioned in these proceedings made and reported by Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, aforesaid, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of May next; provided a copy of this Order be inserted in some newspaper printed and published in Talbot County and Queen Anne's County once in each of three successive weeks before the 2nd day of May next.

The report states the amount of sale to be Seventy-Five Thousand-\$75,000.00) Dollars.

/s/ John T. Baynard
(John T. Baynard)
Clerk of the Circuit Court for
Talbot County

Filed June 10, 1964

ORDER OF COURT
Filed June 10, 1964

IN THE MATTER OF
THE ESTATE OF
SALLIE B. JUMP

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IN THE CIRCUIT COURT
FOR TALBOT COUNTY
IN EQUITY
No. 1782 Chancery

ORDERED by the Circuit Court for Talbot County, In Equity, on this 14th day of May, 1964, that the sale made and reported by Elizabeth J. Eley, Committee and Trustee and Trustee of Sallie B. Jump, 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 Committee and Trustee is allowed the usual commissions and such proper expense as she shall produce vouchers for to the Auditor.

/s/ J. DeWeese Carter
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true copy of a Report of Sale and Order Nisi filed on April 6, 1964 and Order of Court filed May 14, 1964, in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, No. 1782 Chancery.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 20th day of May A.D., 1964.

Circuit Court Seal.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

Filed June 10, 1964

CORRECTED EXCERPT
Filed Dec. 20, 1966

IN THE MATTER OF THE
ESTATE OF SALLIE B. JUMP
Lunatic

:
:

IN THE CIRCUIT COURT FOR
TALBOT COUNTY
no. 1782 CHANCERY

THIS IS TO CERTIFY, That the following is a corrected excerpt from the docket entries appearing in this Court in the above entitled case:

- 27 Nov. 1929 Petition of Elizabeth J. Eley, daughter &c. and Certificate of two Physicians &c. filed.
- " " " Order of Court for Writ 'de Lunatico Inquirendo filed.
- " " " Writ issued to Sheriff of Talbot County.
- 14 April 1930 Copy of Petition, order of Court with notice of hearing on Wednesday, April 23, 1930, at 2 o'clock, P.M. sent to Sheriff of Baltimore City for service on Lunatic.
- 23 " " Inquisition filed.
- 3 May " Decree confirming Inquisition & appointing Elizabeth J. Eley, Committee & Trustee &c filed.
- 9 " " Bond approved & filed.
- 6 Mar. 1964 Petition for authority to report sale of "Clough Farm" in Queen Anne's County to Franklin C. Gannon and wife with Exhibits No. 1 and No. 2 filed.
- 3 Apr. " Decree authorizing sale of "The Barcus Farm" or "John Clough Farm" to Franklin C. Gannon and wife filed.
- 6 " " Report of Sale of "The Barcus Farm" or "John Clough Farm" in Queen Anne's County, Maryland to Franklin C. Gannon and Helen Mae Gannon, his fd.
- " " " Order nisi fd. and copy to Star-Democrat and Queen Anne's Cecord and Observer Publishing Company
- " May " Sale Ratified - Order of Court filed.

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

VACHEL A. DOWNES, JR., Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

UNION DEVELOPMENT COMPANY, INC.
Chester, Maryland

IN EQUITY No. 4609

ORDER TO DOCKET SUIT

TO: Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County

Mr. Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Union Development Company, Inc., to Merchants Mortgage Company, dated the 4th day of September, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 3 folio 174, and duly assigned to Vachel A. Downes, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of the mortgage at the time or times therein provided for the payment thereof; and you will file a certified copy of the mortgage and assignments in said cause, as well as the accompanying affidavit.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr.
115 Lawyer's Row
Centreville, Maryland
Phone: Centreville 489

Filed Feb. 27, 1964

MILITARY AFFIDAVIT
Filed Feb. 27, 1964

MILITARY AFFIDAVIT

I HEREBY CERTIFY that on this 27th day of February, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that the respondent is a body corporate of the State of Maryland, maintaining offices at Chester, Queen Anne's County, Maryland, and that as a body corporate is not now in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland, 1941, nor has it been in such service within three months prior hereto.

CHARLES W. CECIL
Clerk of the Circuit Court
For Queen Anne's County

Filed Feb. 27, 1964

CERTIFIED COPY OF MORTGAGE
Filed Feb. 27, 1964

No 50360
Re 3395 RECEIVED FOR RECORD Sept. 17, 1963

THIS MORTGAGE, Made this 4th day of September in the year nineteen hundred and SIXTY-THREE by and between UNION DEVELOPMENT COMPANY, INC., a body corporate incorporated under the Laws of the State of Maryland, Mortgagor, of the first part and MERCHANTS MORTGAGE COMPANY a body corporate, incorporated under the Laws of the State of Delaware, Mortgagee, of the second part:

WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full and just sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), which principal sum the said Mortgagor has agreed to repay to the said Mortgagee six (6) months from the date hereof, with interest at the rate of six per centum (6%) per annum, payable quarterly in advance, accounting from the date hereof, said principal sum being part of the purchase money of the within described property.

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

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said UNION DEVELOPMENT COMPANY, INC. does grant and convey unto MERCHANTS MORTGAGE COMPANY ITS successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Queen Anne's County, State of Maryland aforesaid, and described as follows, to wit:-

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Plat of Section One, Castle Marina, Kent Island, Queen Anne's County Maryland" by Purdum and Jeschke, Registered Engineers and Surveyors, dated April 10, 1961, recorded among the Land Records of Queen Anne's County, In Liber T.S.P. No. 60, folio 573, and further recorded in Plat Book T.S.P. No. 1, folio 81, said lot being known and designated thereon as Sot No. 7, Block B, of Castle Marina, Section One, situate on the south side of Anchor Lane.

BEING the same lot of ground which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County, Maryland immediately prior hereto was granted and conveyed by The Colonial Park Company, to Union Development Company, Inc.

Subject to the Legal operation and effect of the following:

1. Declaration of Restrictions by Union Development Company, Inc., et al, dated 6/30/61 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 61, folio 508, and Waiver and Annulment of Restrictions made 9/25/61 by Tidewater Enterprises, Inc., et al, recorded among said Land Records in Liber T.S.P. No. 25, folio 488.
2. Subject to 50 foot minimum setback across the front of the lot, and the 5 foot easement for drainage and utilities across the rear of the lot, and reservation of all streets, roads and easements shown on the Plat of Section One Castle Marina recorded among the aforesaid Land Records in Liber T.S.P. No. 60, Folio 573, and in Plat Book T.S.P. No. 1, folio 81.
3. Subject to a blanket Right-of-Way to provide electricity, as set forth in deed from Tidewater Enterprises, Inc., to Eastern Shore Service Company of Maryland, dated April 26, 1957, and recorded among the aforesaid Land Records in Liber T.S.P. No. 48, folio 517, and Deed from Tidewater Enterprises, Inc. to Eastern Shore Service Company of Maryland, dated November 28, 1958. and recorded among the aforesaid Land Records in Liber T.S.P. No. 45, folio 65; also, Confirmatory R/W Deed dated 9/13/61 to Eastern Shore Public Service Company of Maryland.

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

To Have and To Hold the aforesaid parcel of ground with the improvements and appurtenances aforesaid unto and to the proper use and benefit of MERCHANTS MORTGAGE COMPANY, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of EIGHTEEN THOUSAND & -----00/100 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

"Upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith".

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or LeRoy E. Hoffberger, the duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above article to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be) to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said party of the first part, its successors or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, ground rents, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property against the loss by fire and other hazards to the amount of at least EIGHTEEN THOUSAND & - - - - - 00/100 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other loss to insure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim hereunder.

Witness the hand of the President and corporate seal

UNION DEVELOPMENT COMPANY, INC.

ATTEST:

BY: MARK M. MAYERS
(Mark M. Mayers) President

JOHN C. RYAN
JOHN C. RYAN

Corporate
Seal.

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 4th day of September in the year one thousand nine hundred and sixty-three before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared MARK M. MAYERS, President of UNION DEVELOPMENT COMPANY, INC. the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the corporate act. At the same time also appeared EUGENE J. SILVERMAN, Agent for MERCHANTS MORTGAGE COMPANY, Mortgagee herein, 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.

AS WITNESS my hand and Notarial Seal

Notary
Public
Seal.

JOHN C. RYAN
(John C. Ryan) Notary Public
My commission expires May 3, 1965.

Baltimore, Maryland

FOR VALUE RECEIVED, the undersigned hereby assigns unto FIRST NATIONAL BANK OF MARYLAND the within mortgage.

AS WITNESS the hand of the President and corporate seal of the Assignor this 4th day of September, 1963:

MERCHANTS MORTGAGE COMPANY

ATTEST:

Corporate Seal.

By CHARLES C. _____
Charles C. _____ President

HAROLD V. KEYSER
(Harold V. Keyser) Secretary

Assignments were brought to be recorded Feb. 27, 1964. Re5458.
The First National Bank of Maryland, Assignee of the within Mortgage does hereby reassign said Mortgage without recourse to Merchants Mortgage Company. Witness signature of said Body Corporate by T.C.J. Whedbee its Senior Vice President and its Corporate seal hereto affixed.

Corporate Seal.

The First National Bank of Maryland
T. C. J. Whedbee
Senior Vice-President

Attest:
T. RILEY _____
Asst. Cashier

Baltimore, Maryland For Value Received, the undersigned hereby assigns unto Vachel A. Downes, Jr. Attorney the within mortgage and the debt secured thereby for purposes of foreclosure.
As Witness, the hand of the Vice-President and the corporate seal this 26th day of February, 1964.

MERCHANTS MORTGAGE COMPANY

By HAROLD V. KEYSER
Harold V. Keyser, Secretary
Corporate Seal.

By LeROY E. HOFFBERGER
LeRoy E. Hoffberger, Vice-President

State of Maryland,
County of Queen Anne's, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber C.W.C. No. 3, folio 174 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 27th day of February, in the year nineteen hundred and sixty four.

Circuit Court
Seal.

CHARLES W. CECIL
Clerk.

Filed Feb. 27, 1964

STATEMENT OF MORTGAGE CLAIM
Filed Feb. 27, 1964

STATEMENT OF MORTGAGE CLAIM

VACHEL A. DOWNES, Jr.
Assignee
vs.
UNION DEVELOPMENT COMPANY, INC.

IN THE
CIRCUIT COURT
-of-
QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

Mortgage \$18,000.00

Interest Due:

9/4/63 - 9/30/63 - 27 dys.	\$81.00	
10/1/63 -10/31/63 - 31 dys.	93.00	
11/1/63 -11/30/63 - 30 dys.	90.00	
12/1/63 -12/31/63 - 31 dys.	93.00	
1/1/64 - 1/31/64 - 31 dys.	93.00	
2/1/64 - 2/29/64 - 29 dys.	<u>87.00</u>	537.00

Less Payments Made:

9/4/63 (270.00)

TOTAL AMOUNT DUE AS OF FEB. 29, 1964 \$18,267.00

MERCHANTS MORTGAGE COMPANY

By: LeROY E. HOFFBERGER, Vice-President

Corporate Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of February in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared LeROY E. HOFFBERGER, Vice-President of MERCHANTS MORTGAGE COMPANY 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,

BEULAH T. SALTZ, (Beulah T. Saltz) Notary Public.

Filed Feb. 27, 1964

Notary Public Seal.

CERTIFIED COPY OF BOND Filed Feb. 27, 1964

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

BOND

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and The United State Fidelity and Guaranty Company, a body corporate, duly authorized by its charger to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-Thousand Dollars (\$20,000.00) current money of the United States of America, to be paid unto 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, 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 18th day of March, 1964.

WHEREAS, a certain mortgage from Union Development Company, Inc., to Merchants Mortgage Company, dated the 4th day of September, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 3 folio 174, being duly assigned unto Vachel A. Downes, Jr., an attorney, for purposes of collection of foreclosure or otherwise, which said assignment is recorded among the Land Records aforesaid at the foot of said mortgage; and

WHEREAS, the above bounden, Vachel A. Downes, Jr., Assignee of Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the time therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounden, Vachel A. Downes, Jr., 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 ob-

ligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

HENRIETTA H. CARTER

VACHEL A. DOWNES, Jr. (SEAL)
Vachel A. Downes, Jr.

ATTEST:

VIRGINIA S. WHITE

UNITED STATES FIDELITY AND
GUARANTY COMPANY
By: B. HACKETT TURNER
B. Hackett Turner, Jr.
Its Attorney in Fact

Corporate
Seal.

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

Security approved and Bond filed Mar. 19, 1964

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 C.W.C. No. 1, folio 42, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe
my hand and affix the seal of the Circuit
Court for Queen Anne's County, this 19th day
of March in the year nineteen hundred and
sixty-four.

Circuit
Court
Seal.

CHARLES W. CECIL
Clerk

Filed Feb. 27, 1964

REPORT OF SALE
Filed May 4, 1964

VACHEL A. DOWNES, Jr.,
ASSIGNEE

VS.

UNION DEVELOPMENT COMPANY, INC.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4609

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee, in the proceedings in said Cause mentioned, respectfully shows that after giving hand with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks preceding the day of said sale; the said Assignee, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, the 7th day of April, 1964, at 11:00 o'clock, A.M., attend on the premises, and did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold to Mark M. Mayers at and for the sum of Eighteen Thousand Dollars (\$18,000.00) from, which price was the highest amount bid for said property.

That said purchaser has not yet complied with the terms of sale by paying unto said Assignee the sum of One Thousand Eight Hundred Dollars (\$1,800.00) as required by the advertisement thereof.

That said Assignee hereby believes that said purchaser will pay the full balance of the purchase price, with interest thereon at six per centum (6%) per annum, upon final ratification of the sale by this Court.

Respectfully submitted.

VACHEL A. DOWNES, Jr.
Assignee.

STATE OF MARYLAND,
to wit:
COUNTY OF QUEEN ANNE'S,

I HEREBY CERTIFY, that on this 30th day of April, 1964, 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., Assignee as aforesaid, 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 aforesaid made by him as Assignee, and herein reported, was fairly made.

Notary
Public
Seal.

HENRIETTA H. CARTER
Notary Public

Filed May 4, 1964

AFFIDAVIT
Filed May 4, 1964

A F F A D A V I T

Re: Lot 7 Block B
Section One, Castle Marina

STATE OF MARYLAND,
COUNTY OF QUEEN ANNE'S,

to wit:

I HEREBY CERTIFY, that on this 7th day of April, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mark M. Mayers, purchaser of said property at the foreclosure sale held on the premises on the 7th day of April, 1964, for the sum of Eighteen Thousand Dollars (\$18,000.00) and made oath in due form of law that Mark M. Mayers is the purchaser of said property individually, and not as agent, and that he has not directly or indirectly discouraged anyone from bidding for the property mentioned in said Report of Sale.

Notary
Public
Seal.

HENRIETTA H. CARTER
Notary Public.

My commission expires: 5 - 3 - 1965

Filed May 4, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

Vachel A. Downes, Jr.
Attorney at Law
111 Lawyers' Row
Centreville, Maryland
758-0680

MORTGAGE SALE

OF VALUABLE

Improved Fee Simple Property

In Castle Marina,

Near Stevensville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Union Development Company, Inc., to Merchants Mortgage Company, dated the 4th day of September, 1963, recorded among the Land Records of Queen Anne's County in Liber C. W.C. No. 3, folio 174, and duly assigned unto Vachel A. Downes, Jr., for purpose of foreclosure, default having occurred in the terms of the mortgage by the non-payment of interest, and suit having been docketed in the Circuit Court for Queen Anne's County, In Equity, for foreclosure in a cause entitled "Vachel A. Downes, Jr., Assignee vs. Union Development Company, Inc.", being Chancery Cause No. 4609, the undersigned Assignee of said mortgage for the purpose of foreclosure will offer at PUBLIC SALE to the highest bidder, on TUESDAY, April 7th, 1964 at 11:00 O'clock A.M. ON THE PREMISES the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Plat of Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," by Purdum and Jescke, registered engineers and surveyors, dated April 10, 1961, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 60, folio 573, and further recorded in Plat Book T.S.P. No. 1, folio 81, said lot being known and designated thereon as Lot No. 7, Block B, of Castle Marina, Section One, situate on the south side of Anchor Lane.

Subject to restrictive covenants and conditions, easements and set-back lines of public record, and more specifically set forth in the aforementioned mortgage.

TOGETHER WITH the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

IMPROVED BY a recently constructed modern ranch-type house, frame

construction, containing 4 bedrooms, 2 baths, living room, dining room, family room, utility room, and two car garage. Electric heat. Arrangements for inspection may be made through the aforementioned Assignee.

TERMS OF SALE: The sum of \$1,800.00 in cash or certified check on day of sale, and the balance, with interest at 6%, secured to the Assignee's satisfaction, within fifteen days of the final ratification of the sale by the Circuit Court for Queen Anne's County; or all cash on date of sale at option of purchaser. Possession upon final settlement. Taxes and other public charges to be adjusted to date of sale. Cost of preparation and recording of deed, Federal and State stamps, notary fees, examination of title and all costs of transfer to be at the expense of the purchaser.

VACHEL A. DOWNES, JR., Assignee

Joseph A. Jackson, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. APRIL 17, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NOTICE OF MORTGAGE SALE in the case of VACHEL A. DOWNES, JR., ASSIGNEE VS. UNION DEVELOPMENT COMPANY, INC., CHANCERY CAUSE NO. 4609 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 7TH day of APRIL, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12TH day of MARCH 1964, and the last insertion on the 2ND day of APRIL, 1964

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
JEAN P. STEARNS

Filed May 4, 1964

ORDER NISI ON SALE
Filed May 4, 1964

ORDER NISI ON SALE

Vachel A. Downes, Jr.,
Assignee

vs.

Union Development Company Inc.

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

Cause No. 4609

ORDERED, this 4th. day of May, 1964, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 4th. day of June, 1964, 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 28th. day of May, 1964.

The report states the amount of sales to be \$18,000.00.

CHARLES W. CECIL Clerk

Filed May 4, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE

ORDER NISI ON SALE

Vachel A. Downes, Jr., Assignee

vs.

Union Development Company, Inc.

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

Cause No. 4609

ORDERED, this 4th day of May, 1964, that the sale of the real proper-

ty, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 4th day of June, 1964, 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 28th day of May, 1964.

The report states the amount of sales to be \$18,000.00.

CHARLES W. CECIL, Clerk

Filed: April 4, 1964

True Copy

TEST:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 28, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Vachel A. Downes, Jr., Assignee vs. Union Development Company, Inc., Cause No. 4609 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 three successive weeks before the 28th day of May, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of May 1964, and the last insertion on the 21st day of May, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed May 28, 1964

FINAL ORDER OF RATIFICATION
Filed June 5, 1964

FINAL ORDER OF RATIFICATION

Upon the foregoing Report of Sale and Affidavits, it is ORDERED this 5th day of June, 1964, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Assignee, on the 7th day of April, 1964, and reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the preceding Order Nisi; and the said Assignee is allowed the usual commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING, Jr.
Judge.

Filed June 5, 1964

REPORT AND ACCOUNT OF AUDITOR
Filed June 11, 1964

Vachel A. Downes, Jr.,
Assignee

vs.

Union Development
Company, Inc

In The Circuit Court For
Queen Anne's County In
Equity
No. 4609

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 Vachel A. Downes, Jr., Assignee (and vendor) of the real estate sold in this mortgage 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 proceeding and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$1,779.54.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report, and interest on the unpaid portion of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: Court costs, bond premium, the several costs of publishing the notice of sale, the costs of publishing the order nisi of sale, the vendor's share of the first six months of the 1964 tax bill, the maximum allowed under the Local Rules for the Second Judicial Circuit of Maryland, the reference to said rule being set forth in the account and being \$135.00 less than the amount claimed by the auctioneer as his fee for his services for crying the sale of the real estate sold in this cause, there being no order of court author-

izing a larger fee for said auctioneer in this cause, the vendor's fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, and the balance has been directed to be paid to the mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 10, 1964

Filed June 11, 1964

Cause No. 4609

The proceeds of the sale of real estate reported in this cause, in account with Vachel A. Downes, Jr., Assignee, of the mortgage foreclosed in this cause (and vendor of said land)

Cr.

1964			
April 7	By proceeds of the sale of land, per report of vendor, to wit:		\$18,000.00
	By interest on unpaid portion of purchase price, per report of vendor, to wit:-----		<u>162.00</u>
	By total proceeds of sale, to wit:-----		\$18,162.00

Dr.

To Vachel A. Downes, Jr, Assignee, (and vendor), per terms of mortgage, as follows, to wit:		
1-His fee for his services-----	\$100.00	
2-His commissions for making sale-	<u>1050.00</u>	\$1150.00
To do., for an amount paid Charles W. Cecil, Clerk, for court costs in this cause, per receipt exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk---	\$29.60	
2-Appearance fee of V. A. Downes, Jr., Attorney-----	<u>10.00</u>	39.60
To do., for an amount paid Turner and Turner, Agents, for the premium on the corporate surety bond filed in this case, per receipt exhibited, to wit:-----		80.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:		
1-For publishing notice of sale ----	\$112.50	
2-For publishing order nisi of sale-	<u>14.00</u>	126.50
To do., for an amount paid The Sunpapers for advertising notice of sale, per receipt for same exhibited, to wit:-----		30.80
To do., for an amount paid The Daily Record for advertising notice of sale, per receipt for same exhibited, to wit:-----		19.80
To do., for an amount paid The Washington Post for advertising notice of sale, per receipt for same exhibited, to wit:----		60.59

J. THOMAS CLARK
Auditor

June 10, 1964

To do., for an amount allowed and paid Joseph A. Jackson, Jr., auctioneer, for crying said sale in accordance with Rule 1300 (b), Local Rules for The Second Judicial Circuit of Maryland, per receipt showing payment, to wit:-----		45.00
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for the vendor's share of state and county taxes for the first six months of 1964, per receipt and settlement sheet exhibited, to wit:-----		68.25
To J. Thomas Clark, auditor, for		

stating this audit, the sum of----- 54.00

To Merchants Mortgage Company as a partial payment on the indebtedness due under terms of the mortgage foreclosed herein in the sum of \$18,267.00, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of----- 16487.46

\$18162.00 \$18,162.00

June 10, 1964

J. THOMAS CLARK Auditor

Filed June 11, 1964

CERTIFICATE OF NOTICES MAILED Filed June 11, 1964

Vachel A. Downes, Jr., Assignee

vs.

Union Development Company, Inc.

In The Circuit Court For Queen Anne's County In Equity No. 4609

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 11, 1964, he did by U. S. Mail (First Class prepaid) notify the following interested parties to this cause of the filing of the audit in the same, to wit:

Vachel A. Downes, Jr., Assignee Centreville, Maryland

Union Development Company, Inc. c/o Burke, Gerger & Wilson 326 St Paul Place, Baltimore, Maryland Att: Irving Cohn, Esquire

Merchants Mortgage Co 210 E. Lexington St Baltimore, Md

Pursuant to Rule 595, Section G. Maryland Rules of Procedure, the undersigned did notify each of them that said account was filed on June 11, 1964, with the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 26, 1964, and if no exceptions to the same that the same will be ratified on June 29, 1964

J. THOMAS CLARK Auditor

Filed June 11, 1964

NISI RATIFICATION OF AUDIT Filed June 11, 1964

Vachel A. Downes, Jr., Assignee

vs.

Union Development Company Inc.

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

Cause No. 4609

ORDERED, this 11th. day of June, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th. day of June, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 11, 1964

FINAL RATIFICATION OF AUDIT

Filed June 29, 1964

Vachel A. Downes, Jr., Assignee

vs.

Union Development Company Inc.

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

No. 4609

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th. day of June, 1964, 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 Vachel A. Downes, Jr., Assignee, 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, Maryland.

Filed June 29, 1964

IN THE MATTER OF

THE ESTATE OF

SALLIE B. JUMP

Lunatic

(Brought Forward from Folio 419)

: IN THE CIRCUIT COURT FOR

: TALBOT COUNTY

: NO. 1782 CHANCERY

:

Circuit

Court

Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County, at Easton, on this 16th day of December, A.D. 1966.

JOHN T. BAYNARD

Cletk of the Circuit Court for Talbot County

Filed Dec. 30, 1966

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

CLAYTON C. CARTER,	:	IN THE CIRCUIT COURT
Attorney named in mortgage,	:	FOR
111 Lawyers Row	:	QUEEN ANNE'S COUNTY
Centreville, Maryland 21617	:	
vs.	:	IN EQUITY
TEMAR LAND COMPANY, INC.,	:	
326 St. Paul Place	:	Cause No. <u>4619</u>
Baltimore, Maryland 21202	:	
	:	

ORDER TO DOCKET SUIT

TO: Charles W. Cecil, Clerk:

You will please docket suit as per above titling for foreclosure of the mortgage from Temar Land Company, Inc. to Philip T. Davidson and Pauline J. Davidson, his wife, dated February 9, 1962, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 37, default having occurred in the terms thereof by reason of the non-payment of the principal and interest payable under the terms of said mortgage at the times therein provided for the payment thereof, non-payment of the 1963 State and County taxes on account of the property secured by the aforesaid mortgage, and the title to the mortgaged property having been acquired by Irving F. Cohn, Trustee, under Assignment for the Benefit of Creditors executed by the mortgagor by a voluntary assignment, without the mortgagees' written consent; and you will file the original mortgage & a statement of the mortgage indebtedness herein payable.

CLAYTON C. CARTER
Attorney named in Mortgage
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1680

Filed April 1, 1964

Mortgage
Filed April 1, 1964

No 47418
Re 58663 RECEIVED FOR RECORD Feb. 27, 1962

This FIRST PURCHASE MONEY MORTGAGE, made this 9th day of February, 1962, by and between TEMAR LAND COMPANY, INC., a Maryland corporation, of the first part, hereinafter referred to as MORTGAGOR, and PHILIP T. DAVIDSON and PAULINE J. DAVIDSON, his wife, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, herewith in the principal sum of TWENTY-SIX THOUSAND EIGHT HUNDRED and-----00/100 Dollars (\$26,800.00-----) payable, with interest thereon from the date hereof at the rate of six (----6%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following: In quarterly installments commencing on the 15th day of April, 1962 and on the 15th day of each third month thereafter until paid in full in accordance with the following schedule: \$500.00 for the first eight quarters, \$1,000.00 for the next twenty-two quarters, and \$800.00 for the last quarter, together with interest to date of payment of each installment at the rate of six per cent (6%) per annum on the unpaid balance due, and with the right of prepayment at any time without penalty.

AND WHEREAS, said loan was made in part payment of the purchase price of the hereinafter described property; and

WHEREAS, the Mortgagor shall have the right to a release, at its expense, from the operation and lien of this Mortgage of any acreage of the land hereinafter described by payment on the principal indebtedness secured by this Mortgage of \$1,000.00, or multiples thereof, for each acre requested to be released.

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that tract or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being a part of the "Philip T. and Pauline J. Davidson Farm", and which said tract or parcel of land hereby intended to be conveyed is bounded on the South by the lands of Union Development Company, Inc., on the West by the remaining lands of Philip T. Dav-

idson and Pauline J. Davidson, on the East by the lands of John R. Benton and on the North by the aforesaid Benton lands and sub-division known as Cloverfields, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Purdum and Jeschke, registered engineers and surveyors, dated February 5, 1962, as follows, to wit:

BEGINNING for the same at a point on the North 86° 23' 53" West 2905.54 feet line of that parcel of land which by deed dated July 15, 1960, recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 55 Folio 454 was conveyed by Tidewater Enterprises, Inc., to Union Development Company, Inc., and distant 1502.79 feet from the beginning thereof, said point being also the beginning of the parcel of land which by deed dated January 1, 1917, recorded among the aforesaid Land Records in Liber W.F.W. No. 10 Folio 38 was conveyed by R. E. Carville Tolson and Thomas J. Keating to John R. Benton, said point being also the easternmost corner of the parcel of land which by deed dated June 1, 1961 recorded among the aforesaid Land Records in Liber T.S.P. No. 55 Folio 56 was conveyed by Lula B. Davidson, et al., to Philip T. Davidson and Pauline J. Davidson, his wife, and running thence as now surveyed, binding along part of the North 86° 23' 53" West 2905.54 feet line of the above first mentioned parcel of land and along the outlines of the above last mentioned parcel of land North 86° 23' 53" West 1402.75 feet to a point, thence leaving the outlines of the above first and last mentioned parcels of land and running for a line of division, as now drawn, North 86° 23' 53" West 12.72 feet to a point in the center line of a public drainage association ditch known as "Lowery-Cook", thence continuing for lines of division, as now drawn, binding along the center line of the aforesaid drainage association ditch the two following courses and distances, viz:

- (1) North 07° 42' 00" West 287.60 feet, and
- (2) North 09° 12' 20" West 2152.00 feet to a point on the northern

outlines of the above last mentioned parcel of land and to a point on the southeast outlines of the plat of Section One, Cloverfields, said plat being recorded among the aforesaid Land Records in Liber T.S.P. No. 46 Folio 383, thence binding for a part along the northern outlines of the above last mentioned parcel of land and binding for a part along the southeast outlines of the aforesaid plat of Section One, Cloverfields, and continuing along a prolongation thereof North 65° 36' 20" East 44.55 feet to a point on the Tenth or North 16° 30' West 50 rods line of the aforesaid parcel of land which by deed dated January 1, 1917, recorded among the aforesaid Land Records in Liber W.F.W. No. 10 Folio 38 was conveyed by R. E. Carville Tolson and Thomas J. Keating to John R. Benton, thence binding reversely along part of the Tenth line and reversely along the Ninth, Eighth, Seventh, Sixth, Fifth, Fourth, Third, Second and First Lines of the above last mentioned parcel of land, the nine following courses and distances, viz:

- (1) South 16° 12' 30" East 330.86 feet,
- (2) South 77° 27' 30" East 204.60 feet,
- (3) South 52° 12' 30" East 115.50 feet,
- (4) South 38° 42' 30" East 353.10 feet,
- (5) South 35° 27' 30" East 214.50 feet,
- (6) South 34° 12' 30" East 627.00 feet,
- (7) South 32° 42' 30" East 726.00 feet,
- (8) South 31° 57' 30" East 528.00 feet, and
- (9) South 02° 06' 00" East 56.10 feet to the place of beginning,

containing 43.74 acres of land, more or less.

BEING the same lands which by deed of even date and recorded immediately prior hereto were granted and conveyed by the Mortgagee unto the Mortgagor.

SUBJECT, Nevertheless, to the rights or others entitled thereto, in common with the parties hereto, their respective heirs, successors, administrators and assigns, to use the aforementioned "Lowery-Cook Public Drainage Association Ditch", as the same does now exist, together with the easements appurtenant thereto as prescribed by the Laws of Maryland.

SUBJECT, nevertheless, to the right of use of John R. Benton, his heirs and assigns, in and to a private road or way (called or known as the "Benton Farm Road") set forth and shown on the aforesaid plat extending from the 6th or South 16° 12' 30" East 330.86 foot line in a westerly direction to connect with the public road running from the Davidson Farm southwesterly into the Old Public Road from Stevensville to Love Point, and which said private road or way runs parallel to the 5th or North 65° 36' 20" East 44.55 foot line as shown on said plat and survey, as the same does now exist on or over said lands.

TOGETHER with any right, title, interest, estate or right of use in common of said Mortgagor in and to that portion of the aforesaid private road or way called or known as the "Benton Farm Road", appertaining to that portion thereof contained within the metes and bounds description above set forth.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such

other hazards as may be required by the Mortgagee, to the amount of at least the insurance value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness 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, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or CLAYTON C. CARTER, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

TEMAR LAND COMPANY, INC.

WITNESS: (as to signature)
CLAYTON C. CARTER

By: MARK M. MAYERS (SEAL)
 Its President

ATTEST: (as to corporate seal)

VACHEL A. DOWNES, Jr.

Corporate Seal.

STATE OF MARYLAND
 COUNTY OF QUEEN ANNE'S, sct:

On this the 9th day of February, 1962, before me, BRENDA M. TURNER, the undersigned officer, personally appeared MARK M. MAYERS, who acknowledged himself to be the President of TEMAR LAND COMPANY, INC., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President; and at the same time appeared PHILIP T. DAVIDSON and PAULINE J. DAVIDSON, his wife, and each made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

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

BRENDA M. TURNER
 Notary Public

Notary
 Public
 Seal.

STATEMENT OF MORTGAGE DEBT
Filed April 1, 1964.

CLAYTON C. CARTER,
Attorney named in mortgage,
111 Lawyers Row
Centreville, Maryland 21617

vs.

TEMAR LAND COMPANY, INC.,
326 St. Paul Place
Baltimore, Maryland 21202

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4619

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Clayton C. Carter, Attorney named in Mortgage of the mortgage from Temar Land Company, Inc., to Philip T. Davidson and Pauline J. Davidson, his wife, dated February 9, 1962, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 37:

Principal indebtedness dated 2/9/62.....\$ 26,800.00

Less payments credited to principal:

April 19, 1962.....\$ 607.18
Sept. 18, 1962..... 358.95 966.13

BALANCE DUE ON PRINCIPAL.....\$ 25,833.87

Interest earned:

2/9/62 to 4/19/62 on \$26,800.....\$ 308.20
4/19/62 to 9/18/62 on \$26,192.82..... 667.05
9/18/62 to 2/5/63 on \$25,833.87..... 602.79
2/5/63 to 4/1/63 on \$25,833.87..... 232.50
4/1/63 to 11/15/63 on \$25,833.87..... 985.99
11/15/63 to 4/1/64 on \$25,833.87..... 581.26
\$3377.79

Less payments credited to interest:

4/19/62.....\$ 308.20
9/18/62..... 667.05
2/5/63..... 200.00
4/1/63..... 500.00
11/15/63..... 510.38 \$2185.63 \$ 1,192.16

TOTAL AMOUNT DUE APRIL 1, 1964.....\$ 27,026.03

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, Sct:

I HEREBY CERTIFY, that on this 1st day of April, 1964, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Attorney named in Mortgage, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and payable.

CHARLES W. CECIL
Clerk

Filed April 1, 1964

CERTIFIED COPY OF BOND
Filed April 27, 1964

RECEIVED FOR RECORD Apr. 27, 1964

FIDELITY and DEPOSIT COMPANY

HOME OFFICE OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Queen Anne's County, 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 THIRTEEN THOUSAND (\$13,000.00) 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, or and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of April in the year of our Lord nineteen hundred and sixty-four.

Whereas, the above bounden Clayton C. Carter, attorney named in mortgage, by virtue of the power contained in a mortgage from Temar Land Company, Inc. to Philip T. Davidson and Pauline J. Davidson, his wife, bearing date the 9th day of Feb-

ruary, 1962 and recorded among the mortgage records of Queen Anne's County in Liber T.S.P. No. 65 Folio 37 and the said Clayton C. Carter, attorney named in mortgage, 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 CLAYTON C. CARTER, attorney named in mortgage 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 Clayton C. Carter, attorney named in mortgage 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:

JEAN D. HAYMAKER

CLAYTON C. CARTER (SEAL)
Clayton C. Carter
Attorney named in mortgage

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. ASBURY BARTLETT
As to Surety

By DOROTHY E. CONNOLLY Corporate Seal.
Attorney-in-Fact

Security approved and Bond filed April 27, 1964.

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 47, a Bond 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 27th day of April in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 1, 1964

CLAYTON C. CARTER,
attorney named in mortgage,
Centreville, Maryland

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

TEMAR LAND COMPANY, INC.

IN EQUITY

CAUSE NO. 4619

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Clayton C. Carter, Attorney named in mortgage, unto your Honor, respectfully shows:

1. That Temar Land Company, Inc. by mortgaged dated February 9, 1962 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65, folio 37, the original of which has been filed herein, granted and conveyed unto Philip T. Davidson and Pauline J. Davidson, his wife, certain land in said mortgage described to secure unto them the payment of a certain promissory note in the amount of Twenty-six Thousand Eight Hundred Dollars (\$26,800.00) with interest thereon at the rate of six per centum (6%) per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said Mortgagees, their executors, administrators or assigns, or Clayton C. Carter, their duly constituted attorney for the purpose, upon default in the terms of said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal and interest to accrue under the terms of the promissory note secured by said mortgage at the times therein provided for the payment thereof, the subscriber 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 sub-

scriber filed with the Clerk of this Court, a bond duly approved by said Clerk, given to the State of Maryland, executed by himself and Fidelity and Deposit Company of Maryland as surety in the penal sum of THIRTEEN THOUSAND DOLLARS (\$13,000.00), containing the conditions required by law relative to the foreclosure of mortgages under the powers of sale contained therein, a certified copy of said bond being filed herein.

4. That before making a sale of the mortgaged property, the subscriber gave notice of the time, place and terms thereof, by advertisement 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, such notice being given at least once in each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, pursuant to Maryland Rule W 74 a 2.

5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Courthouse in Centreville, Maryland, on the 28th day of April, 1964, at 1:30 o'clock P.M. and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above-mentioned, to the highest bidder, by Joseph A. Jackson, Jr., Auctioneer, all of the real estate described in said advertisement of sale; and after said Auctioneer had cried such sale for a considerable length of time, the subscriber, in execution of the power of sale contained in said mortgage, sold the property so offered unto Philip T. Davidson and Pauline J. Davidson, his wife, as tenants by the entirety, they being then and there the highest bidder therefor, at and for the sum of EIGHT THOUSAND DOLLARS (\$8,000.00).

6. That the said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of EIGHT HUNDRED DOLLARS (\$800.00), representing one-tenth (1/10th) of the purchase price of the herein mentioned property. Since the purchasers were also the mortgagees, no further security was required.

Respectfully submitted:

CLAYTON C. CARTER
Attorney named in Mortgage

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of May, 1964, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, 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 bona fide as therein stated, and that the sale made by him as Attorney named in Mortgage, and therein reported, was fairly made.

CHARLES W. CECIL
Clerk

Filed May 1, 1964

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF NOTICE OF ATTORNEY'S SALE
Filed May 1, 1964

ATTORNEY'S SALE
-of desirable -
FARM LAND
Near Stevensville

Default having occurred in the terms of a mortgage from Tamar Land Company, Inc., dated February 9, 1962, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 37, the undersigned attorney named in mortgage, by virtue of the power of sale contained therein, will offer at public auction in front of the Courthouse Centreville, Maryland on TUESDAY, APRIL 28, 1964 AT 1:30 o'clock p.m. The following described real estate, to wit:

ALL that tract or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being a part of the "Philip T. and Pauline J. Davidson Farm," and which said tract or parcel of land is bounded on the South by the lands of Union Development Company, Inc., on the West by the remaining lands of Philip T. Davidson and Pauline J. Davidson, on the East by the lands of John R. Benton and on the North by the aforesaid Benton lands and subdivision known as Cloverfields, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Purdum and Jeschke, registered engineers and surveyors, dated February 5, 1962, as follows, to wit:

BEGINNING for the same at a point on the North 86° 23' 53" West 2906.54 feet of that parcel of land which by deed dated July 15, 1960, recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 55 folio 454 was conveyed by Tidewater Enterprises, Inc., to Union Development Company, Inc., and distant 1502.79 feet from the beginning thereof, said point being also the beginning of the parcel of land which by deed dated January 1, 1917, recorded among the aforesaid land records in Liber W.F.W. No. 10 folio 38 was conveyed by R. E. Carville Tolson and Thomas J. Keating to John R. Benton, said point being also the easternmost corner of the parcel of land which by deed dated June 1, 1961, recorded among the aforesaid land records in Liber T.S.P. No. 55 fol-

io 56 was conveyed by Lula B. Davidson, et al. to Philip T. Davidson and Pauline J. Davidson, his wife, and running thence as now surveyed, binding along part of the North 86° 23' 53" West 2905.54 feet line of the above first mentioned parcel of land and along the outlines of the above last mentioned parcel of land North 86° 23' 53" West 1402.75 feet to a point, thence leaving the outlines of the above first and last mentioned parcels of land and running for a line of division; as now drawn, North 86° 23' 53" West 12.72 feet to a point in the center line of a public drainage association ditch known as "Lowery-Cook," thence continuing for lines of division, as now drawn, binding along the center line of the aforesaid drainage association ditch the two following courses and distances, viz:

(1) North 07° 42' 00" West 287.60 feet; and

(2) North 09° 12' 20" West 2152.00 feet to a point on the northern outlines of the above last mentioned parcel of land and to a point on the southeast outlines of the plat of Section One, Cloverfields, said plat being recorded among the aforesaid Land Records in Liber T.S.P. No. 46 folio 383, thence binding for a part along the northern outlines of the above last mentioned parcel of land and binding for a part along the southeast outlines of the aforesaid plat of Section One, Cloverfields, and continuing along a prolongation thereof North 65° 36' 20" East 44.55 feet to a point on the Tenth or North 16° 30' West 50 rods line of the aforesaid parcel of land which by deed dated January 1, 1917, recorded among the aforesaid land records in Liber W.F.W. No. 10 folio 38 was conveyed by R. E. Carville Tolson and Thomas J. Keating to John R. Benton, thence binding reversely along part of the Tenth line and reversely along the Ninth, Eighth, Seventh, Sixth, Fifth, Fourth, Third, Second and First lines of the above last mentioned parcel of land, the nine following courses and distances, viz:

(1) South 16° 12' 30" East 330.86 feet,

(2) South 77° 27' 30" East 204.60 feet,

(3) South 52° 12' 30" East 115.50 feet,

(4) South 38° 42' 30" East 353.10 feet,

(5) South 35° 27' 30" East 214.50 feet,

(6) South 34° 12' 30" East 627.00 feet,

(7) South 32° 42' 30" East 726.00 feet,

(8) South 31° 57' 30" East 528.00 feet, and

(9) South 02° 06' 00" East 56.10 feet to the place of beginning, containing 43.74 acres of land, more or less.

BEING the same lands which by deed dated February 9, 1962 and recorded among said land records in Liber T.S.P. No. 65 folio 35 were granted and conveyed by Philip T. Davidson and wife unto Tamar Land Company, Inc.

SUBJECT, nevertheless, to the rights of other entitled thereto, in common with the parties thereto, their respective heirs, successors, administrators and assigns to use the aforementioned "Lowery-Cook Public Drainage Association Ditch," as the same does now exist, together with the easements appurtenant thereto as prescribed by the Laws of Maryland.

SUBJECT, nevertheless, to the right of use of John R. Benton, his heirs and assigns, in and to a private road or way (called or known as the "Benton Farm Road") set forth and shown on the aforesaid plat extending from the 6th or South 16° 12' 30" East 330.86 foot line in a westerly direction to connect with the public road running from the Davidson Farm southwesterly into the Old Public Road from Stevensville to Love Point, and which said private road or way runs parallel to the 5th or North 65° 36' 20" East 44.55 foot line as shown on said plat and survey, as the same does now exist on or over said lands.

TOGETHER with any right, title, interest, estate or right of use in common of said Tamar Land Company, Inc., in and to that portion of the aforesaid private road or way called or known as the "Benton Farm Road," appertaining to that portion thereof contained within the metes and bounds description above set forth.

TERMS OF SALE

One-tenth of the purchase price on the day of sale, the balance within ten (10) 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 attorney named in mortgage.

Taxes will be adjusted to date of settlement, at which time possession will be given.

All transfer expenses, including documentary and recordation stamps, will be borne by purchaser.

CLAYTON C. CARTER,
Attorney named in Mortgage

Joseph A. Jackson, Jr., Auctioneer

3t-4-23

Centreville, Md. April 30, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice of Attorney's Sale of Farm Land near Stevensville, in the case of Tamar Land Company, 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 three successive weeks before the 28th day of April, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of April 1964, and the last insertion on the 23rd day of April, 1964

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed May 1, 1964

ORDER NISI ON SALE
Filed May 1, 1964

ORDER NISI ON SALE

Clayton C. Carter,
attorney named in mortgage,

vs.

Tamar Land Company, Inc.

In the Circuit Court
for Queen Anne's County

in Equity

Cause No. 4619

ORDERED, this 1st. day of May, 1964, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Attorney named in Mortgage be ratified and confirmed, on or after the 1st. day of June, 1964, 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 May, 1964.

The report states the amount of sales to be \$8,000.00.

CHARLES W. CECIL Clerk

Filed May 1, 1964

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed June 1, 1964

ORDER NISI ON SALE

Clayton C. Carter,
Attorney Named in Mortgage
vs.
Tamar Land Company, Inc.

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

Cause No. 4619

ORDERED, this 1st day of May, 1964, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Attorney named in Mortgage, be ratified and confirmed, on or after the 1st day of June, 1964, 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 May, 1964.

The report states the amount of sales to be \$8,000.00.

CHARLES W. CECIL, Clerk

Filed: May 1, 1964
True Copy
Test:

CHARLES W. CECIL, Clerk

3t-5-21

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 28, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order

Nisi on Sale in the case of Clayton C. Carter, Attorney Named in Mortgage vs. Temar Land Company, Inc., Cause No. 4619 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 three successive weeks before the 25th day of May, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of May 1964, and the last insertion on the 21st day of May, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed June 1, 1964

AFFIDAVIT BY PURCHASERS
Filed June 4, 1964

CLAYTON C. CARTER,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
TEMAR LAND COMPANY, INC.	:	IN EQUITY
	:	CAUSE NO. 4619

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 3rd day of June, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip T. Davidson and Pauline J. Davidson, his wife, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

EVA C. WHITE
Notary Public

Notary
Public
Seal.

Filed June 4, 1964

FINAL RATIFICATION OF SALE
Filed June 5, 1964

CLAYTON C. CARTER,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
TEMAR LAND COMPANY, INC.	:	IN EQUITY
	:	CAUSE NO. 4619

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 5th day of June, 1964, that the sale of the real estate made and reported in this Cause by Clayton C. Carter, 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 Attorney is allowed the usual commissions and such proper expenses, not personal, as he shall produce the vouchers therefor to the Auditor.

THOS. J. KEATING, Jr.
Judge

Filed June 5, 1964

REPORT AND ACCOUNT OF AUDITOR
Filed June 11, 1964

Clayton C. Carter,
Attorney named in Mortgage

vs.

Temar Land Company, Inc

In The Circuit Court For
Queen Anne's County In
Equity No. 4619

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, Attorney named in the 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 \$20,055.12.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's share of current taxes, the vendor's fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, and the balance has been directed to be paid to the mortgagees as a partial payment on the mortgage indebtedness,

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 11, 1964

Cause No. 4619

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

Cr.

1964
Apr 28

By proceeds of the sale of land, per report of vendor, to wit:--\$8,000.00

Dr.

To Clayton C. Carter, 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, to wit -----	550.00	\$600.00
To do., for an amount paid Charles W. Cecil, Clerk, as advance court costs, per receipt exhibited, to wit:-----		15.00
To do., for an amount due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit:		
1-Costs of Chas W. Cecil, Clerk-----	\$16.60	
2-Appearance fee of Clayton C. Carter, Attorney-----	10.00	26.60
To do., for an amount due Dorothy E. Connolly, Agent, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:-----		52.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For publishing notice of sale----	\$128.25	
2-For publishing order nisi of sale	14.00	142.25
To do., for an amount paid Royden N. Powell, Jr. Treasurer, for vendor's share of taxes, being 5 mos 10 das of year 1964, on real estate sold in this cause, per receipt and statement exhibited, to wit:-----		114.24

June 11, 1964

J. THOMAS CLARK
Auditor

To do., for an amount due Joseph A. Jackson, Jr., auctioneer, for crying said sale, per statement for same exhibited, to

wit:----- 25.00

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

To Philip T. Davidson and Pauline J. Davidson, his wife, as a partial payment on the indebtedness due under terms of mortgage foreclosed herein in the sum of \$27,026.03, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of----- 6970.91

\$8000.00 \$8,000.00

June 11, 1964

J. THOMAS CLARK Auditor

Filed June 11, 1964

CERTIFICATE OF NOTICES MAILED Filed June 11, 1964

Clayton C. Carter, Attorney named in Mortgage

vs

Temar Land Company, Inc

In The Circuit Court For Queen Anne's County In Equity No. 4619

CERRIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 11, 1964, the date the audit was filed in the above entitled cause in this court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Clayton C. Carter, Centreville, Maryland

Temar Land Company, Inc. 326 St. Paul Place Baltimore, Maryland

Philip T. Davidson and Pauline J. Davidson Stevensville, Maryland

Pursuant to Rule 595, Sec G, Maryland Rules of Procedure, notify each of them that said account was filed on June 11, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed orn or before June 26, 1964, and if no exceptions are filed within said time, the account may thereupon be ratified on June 29, 1964.

J. THOMAS CLARK Auditor

Filed June 11, 1964

NISI RATIFICATION OF AUDIT Filed June 11, 1964

NISI RATIFICATION OF AUDIT

Clayton C. Carter, Attorney named in Mortgage

vs.

Temar Land Company, Inc.

In the Circuit Court for Queen Anne's County In Equity Cause No. 4619

ORDERED, this 11th. day of June, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th. day of June, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 11, 1964.

FINAL RATIFICATION OF AUDIT
Filed June 29, 1964

Clayton C. Carter,
Attorney named in Mortgage

vs.

Temar Land Company, Inc.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

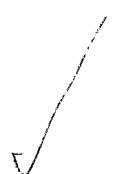
No. 4619

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th. day of June, 1964, 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 Clayton C. Carter, Attorney named in the Mortgage, 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, Maryland.

Filed June 29, 1964



QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-first day of March in the year nineteen hundred and sixty-the following ORDER TO DOCKET SUIT was filed for record, to wit:

JOHN PALMER SMITH,
Centreville, Maryland,
ASSIGNEE,

IN THE CIRCUIT COURT
FOR

BS.

QUEEN ANNE'S COUNTY,

WILLIAM LEE ROBERTS, and
MARGURITE WHEATLEY ROBERTS, HIS WIFE,
Queenstown, Maryland,
MORTGAGORS.

IN EQUITY

CHANCERY NO. 4305

To: Mr. T.S.Pippin, Clerk of the Court:

Docket suit forthwith on the Chancery Docket of this Court in accordance with the above titling for the foreclosure of the mortgage hereinafter described, and file in the papers of this suit certified copy of said mortgage and the assignment thereon, to wit:

Mortgage from William Lee Roberts and Margurite Wheatley Roberts, his wife, to John T. Bishop and Jessie E. Bishop, his wife, dated April 25th, 1955, and recorded in Liber T.S.P. No. 21, folio 380, etc., a Land Record Book for Queen Anne's County, Maryland, and assigned at the foot of said mortgage to John Palmer Smith on March 21st, 1960, for collection by foreclosure, or otherwise.

This suit, to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the Power of Sale contained in the said mortgage, default having occurred in the terms thereof by reason of non-payment of the interest on the principal indebtedness evidenced by the promissory note dated April 25th, 1955, mentioned in and secured by said mortgage; and also default having occurred by the non-payment of the State & County taxes on the property described in said mortgage; and because default having occurred by the non-payment of the yearly installments set forth in said mortgage, and the terms, covenants and conditions of the said mortgage therein covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof as evidenced as aforesaid by the promissory note (and/or its renewals) secured by said mortgage.

JOHN PALMER SMITH.
John Palmer Smith, ASSIGNEE.

Filed March 21, 1960

MILITARY AFFIDAVIT
Filed March 21, 1960

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

THIS IS TO CERTIFY, that on this 21st day of March, 1960 before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee, and made oath in due form of law that after diligent inquiry it has been found that William Lee Roberts and Margurite Wheatley Roberts, his wife, are both adults over the age of 21 years, being about 40 years of age respectfully, and they are not now in the Military Service of the United States, nor have they been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN
Clerk.

Filed March 21, 1960

CERTIFIED COPY OF MORTGAGE
Filed March 21, 1960

#35,878
RECEIVED FOR RECORD May 6, 1955

This PURCHASE MONEY Mortgage, Made this 25th day of April, in the year nineteen hundred and fifty-five, by and between William Lee Roberts, of Queen Anne's County, Maryland, and Margurite Wheatley Roberts, his wife, of 57 University Court, Egertsville, New York, "Mortgagors" as hereinafter set forth, parties of the first part, and John T Bishop and Jessie E. Bishop, his wife, of Queenstown, Queen Anne's County, Maryland, "Mortgagees" as hereinafter set forth, parties of the second part.

WHEREAS, the Mortgagors stand indebted unto the Mortgagees for the unpaid purchase money for the hereinafter described property and real estate in the full and just sum of Twenty-one Thousand Dollars (\$21,000.00) as evidenced by the joint and several promissory note of the Mortgagors to the Mortgagees bearing even date herewith, which said sum of Twenty-one Thousand Dollars (\$21,000.00) is to be paid by the Mortgagors to the Mortgagees in the following manner, to wit:

1. The Mortgagors shall have the period of eleven (11) years from the date of these presents to pay said principal indebtedness and interest;
2. The rate of interest shall be five per cent (5%) per annum, payable from the date hereof as follows: The first payment of interest shall

- be made on December 31st, 1955, and yearly thereafter on the unpaid balance on the 31st day of December of each and every year during the term of this mortgage;
3. The sum of One Thousand Dollars (\$1,000.00) shall be paid on account of said principal indebtedness, together with interest on Twenty-one Thousand Dollars (\$21,000.00) on December 31st, 1955; The Mortgagors shall pay to the Mortgagees yearly thereafter on the 31st day of December of each year throughout the life of this mortgage the sum of Two Thousand Dollars (\$2,000.00) on account of said principal indebtedness, together with 5% interest on the unpaid balance of principal indebtedness; provided, that if said business, The Queenstown Ice Company, shall have a net profit for any one calendar year of a sum less than Four Thousand Dollars (\$4,000.00), then said yearly payment shall be One Thousand Dollars (\$1,000.00) on account of principal indebtedness, together with 5% interest on the unpaid balance of principal;
 4. The Mortgagors shall have the right and privilege to prepay additional amounts, beyond the above mentioned amortization payments, on account of or in full of said principal indebtedness without penalty therefor, and said prepayments to be in multiples of One Hundred Dollars (\$100.00);
 5. Upon default in payment of any one of the amortized payments above specified when due and payable on said principal sum together with interest then due and owing on the unpaid balance and owing upon the said principal sum by the said Mortgagors, then this mortgage shall be deemed and taken to be in default at the discretion of the Mortgagees, and the property hereinafter described liable to foreclosure and sale as hereinafter provided.

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said William Lee Roberts and Margurite Wheatley Roberts, his wife, do hereby grant and convey unto the said John T. Bishop and Jessie E. Bishop, his wife, as tenants by the entirety, the survivor of them, the survivor's heirs, administrators, executors and assigns, in fee simple, the following described property and real estate, to wit:

PARCEL NO. 1.

All that part, piece, and parcel of real estate situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Narrows to Stevensville, in the town or village of Courseyville, near Chester, bounded on the south by the aforesaid public road bounded on the west by property of or formerly of Elda W. Gardner, bounded on the north by the right of way of the Queen Anne's Railroad, and bounded on the east by the Store Property formerly of John R. Coursey; and

PARCEL NO. 2.

All that lot or parcel of land, improved by a building now used and occupied as an Ice Plant, and known as "The Queenstown Ice Company" property, situate, lying and being in the Town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, located on the southwest side of the street or public road leading from Queenstown to Wye Mills and known as Delrhodes Avenue, bounded on one side by the property of J. Charles Bishop, bounded on another side by the Berry Lot and former Delahay lot, and bounded by in the front or northeast side by the aforesaid public road, and containing .599 acres of land, more or less.

The above two parcels of land being the same and all of the property conveyed unto the Mortgagors by the said Mortgagees by deed bearing even date with this mortgage, and which said deed is to be recorded among the land records of Queen Anne's County immediately preceding the recording of this mortgage, to which said deed and the detailed descriptions and references therein contained, reference is hereby specially made for a more complete description of said respective parcels above described.

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, their heirs, executors, administrators and assigns, shall well and truly pay to the Mortgagees, their successors, executors, administrators or assigns, the aforesaid sum of Twenty-one Thousand Dollars (\$21,000.00), and the installments payments as above set forth, when due and payable, and all interest on the unpaid balances of the principal indebtedness, 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 his her or 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, their heirs and assigns, shall possess said property.

AND the Mortgagors, for themselves and for their 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 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 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, their successors, executors, administrators or assigns, or JOHN PALMER SMITH, 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 Queen Anne's County, in Equity, and a fee of Three Hundred 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 JOHN PALMER SMITH, 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 Mortgagors, for themselves and for 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 and 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:

ANNA Q. SKINNER AS TO: WILLIAM LEE ROBERTS (SEAL)
William Lee Roberts

RALPH J. DENTINGER AS TO: MARGURITE WHEATLEY ROBERTS (SEAL)
Margurite Wheatley Roberts

STATE OF MARYLAND, :
County of QUEEN ANNE'S, : to wit:

I HERBY CERTIFY that on this 25th day of April, 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 the County aforesaid, personally appeared William Lee Roberts, one of the Mortgagors, and he acknowledged the foregoing MORTGAGE to be his act.

AND at the same time also personally appeared John T. Bishop and Jessie E. Bishop, his wife, 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. ANNA Q. SKINNER Notary Public

STATE OF NEW YORK,
COUNTY OF ERIC, TO WIT:

I HEREBY CERTIFY, that on this 29 day of April, 1955, before the

Subscriber, a Notary Public of the State of New York, in and for the County of Eric, duly commissioned and qualified, personally appeared Margurite Wheatley Roberts, wife of William Lee Roberts, and one of the Mortgagors, and she acknowledged the afore-going Mortgage to be her act and deed.

Witness my hand and notarial seal.

Notary
Public
Seal.

RALPH J. DENTINGER
Notary Public

My commission expires: RALPH J. DENTINGER
Notary Public State
of New York Qualified
in Eric County
My Commission expires Mar. 30,
1956.

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

FOR VALUE RECEIVED, We hereby Transfer and Assign the within and foregoing Mortgage unto John Palmer Smith and the purpose of collection and fore-closure, or otherwise.

Witness our hands and seals this 21st day of Mar. 1960.

Witness:

JOHN T. BISHOP (SEAL)

HELEN S. HARDESTY

JESSIE E. BISHOP (SEAL)

STATE OF MARYLAND,
COUNTY OF QUEEN ANNE'S, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber T.S.P. No. 21, folio 380, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

In Testimony Whereof, I have hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 21st day of March, in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk.

CERTIFIED COPY OF BOND
Filed March 30, 1960

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

Assignee's Bond.

227 St. Paul Street
Baltimore, Md.

NEW AMSTERDAM
Casualty Company

314324

60 John Street
New York, N.Y.

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 Eighteen Thousand And 00/100 (\$18,000.00) 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 28th day of March in the year nineteen hundred and sixty.

Whereas, the above bounden John Palmer Smith by virtue of the power contained in a Mortgage from William Lee Roberts and Margurite Wheatley Roberts, his wife to John T. Bishop and Jessie E. Bishop - his wife, bearing date the 25th day of April nineteen hundred and fifty-five and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 21, Folio 380, and assigned to John Palmer Smith March 21st - 1960 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.

Now the Conditions of this Obligation are Such, That if the above bounden John Palmer Smith 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

JOHN PALMER SMITH (SEAL)
John Palmer Smith

HELEN S. HARDESTY

NEW AMSTERDAM CASUALTY COMPANY

As to Surety:

By R. H. NICHOLS
R. H. Nichols Attorney-in-
Fact
Corporate Seal.

M. S. KRAUS
M. S. Kraus

And at the foot of the foregoing Bond is the following endorsement, to wit:-
Security approved and Bond filed March 30, 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 10, 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 March, in the year nineteen hundred and sixty.

T. SORDEN PIPPIN
Clerk

Filed March 30, 1960

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed April 26, 1960

ASSIGNEE'S SALE
- OF -
VALUABLE ICE PLANT PROPERTY
Located in Queenstown, Md.

Default having occurred in the payment of the interest on the mortgage note mentioned in, secured by and provided for in the terms, covenants and conditions of the mortgage from William Lee Roberts and Margurite Wheatley Roberts, his wife, to John T. Bishop and Jessie E. Bishop, his wife, said mortgage and mortgage note being dated April 25th, 1955, and said mortgage being recorded in Liber T.S. P. No. 2h, folio 380, etc., a land record book for Queen Anne's County, and which said mortgage and mortgage note have been duly assigned unto John Palmer Smith for collection by foreclosure or otherwise.

The undersigned Assignee, by virtue of the Power of Sale contained in said mortgage 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, APRIL 19, 1960

beginning at the hour of 1:30 P.M., the following described property, to wit:

1. ALL that lot or parcel of land, improved by a building now used and occupied as an Ice Plant in the manufacture of commercial ice, having a daily capacity of 15 tons, and known as "The Queenstown Ice Company" property, situate in the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, located on the southwest side of the street or public road leading from the center of Queenstown to Wye Mills and known as Del Rhodes Avenue, bounded on one side by property formerly of J. Charles Bishop, bounded on another side by the Berry Lot formerly Delahay Lot, and bounded in front by said public road, and containing .599 Acres of land, more or less.

This Ice Plant is fully equipped and of modern design and machinery, with electric motors, containing 182 cans, each with a capacity of 300 lbs. A fine area is supplied including Queenstown, Kent Island and part of Centreville and taking the full capacity of the Plant. Inspection is invited. The Plant is fully, and at present, operational and any buyer can step in and proceed without interruption, with the production and delivery of ice and storage facilities. 3 York Compressors, 3 cold storage rooms; scoring machine; Plant Ice Vendor; Ice Sizer and motor, complete machinery.

2. Also, - ALL that parcel of land situate on Kent Island in the 4th Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Kent Island Narrows to Chester and Stevensville, in the town of Courseyville near Chester, bounded on the south by said public road, on west by lands of Elda W. Gardner or John R. Coursey, on the north by Railroad right of way and on the east by Store Property formerly of John R. Coursey.

TERMS OF SALE: POSSESSION AT ONCE ON DAY OF SALE. One-third of purchase price day of sale, balance within 60 days from day of sale, with interest, or all cash, at option of buyer. Cost of title papers, stamps and recordation at expense of buyer. All taxes and fire insurance premiums to be adjusted as of day of sale.

JOHN PALMER SMITH
Assignee of Mortgage,
Centreville, Md.

Centreville, Md. April 26, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale of Valuable Ice Plant Property, in the case of the mortgage from Wm. L. Roberts and Margurite W. Roberts, his wife, to John T. Bishop and Jessie E. Bishop, his wife, and duly assigned unto John Palmer Smith, Assignee of Mortgage 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 19th day of April, 1960 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of March, 1960, and the last insertion on the 4th day of April, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA R. RATHELL

Filed April 26, 1960

REPORT OF SALE OF REAL ESTATE
Filed April 26, 1960

JOHN PALMER SMITH,
ASSIGNEE,
VS.

WILLIAM LEE ROBERTS, and
MARGURITE WHEATLEY ROBERTS, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 4305

REPORT OF SALE OF REAL ESTATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Default having occurred in the terms of the mortgage from William Lee Roberts and Margurite Wheatley Roberts, his wife, dated April 25th, 1955, unto John T. Bishop and Jessie E. Bishop, his wife, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 380, etc., the undersigned Assignee of said 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 the Queen Anne's Record-Observer, a newspaper published in said Queen Anne's County, for more than twenty (20) days prior to the date of sale, and after the filing in this cause a bond in the penalty of Eighteen Thousand Dollars (\$18,000.00), 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 19th, 1960, beginning at the hour of 1:30 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 premises and properties to the said John T. Bishop and Jessie E. Bishop, his wife, as tenants by the entirety, they being there and then the highest bidders therefor, at and for the sum of Eleven Thousand Eight Hundred Dollars (\$11,800.00) upon the terms mentioned in said advertisement.

The Purchasers have complied with the terms of sale.

This Report states the amount of sale to be \$11,800.00.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith, Assignee of
Mortgage.

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

On this 26th day of April, 1960, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee of the mortgage mentioned and described in the foregoing Report of Sale, and made oath in due form of law that the matter and things stated in said Report of Sale are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made; and that there has been no change in the Military Status of the defendants in this Cause.

T. SORDEN PIPPIN
Clerk.

Filed April 26, 1960

ORDER NISI ON SALE
Filed April 26, 1960

John Palmer Smith,
Assignee,
vs.

William Lee Roberts and
Margurite Wheatley Roberts, his wife,
Mortgagors

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY.

Chancery No. 4305

ORDER NISI ON SALE

ORDERED, this 26th. day of April , 1960, that the sale of the real, property, made and reported in this cause by John Palmer Smith, Assignee of Mortgage, be ratified and confirmed, on or after the 27th. 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 20th. day of May, 1960.

The report states the amount. of sales to be \$11,800.00.

T. SORDEN PIPPIN Clerk

Filed: April 26, 1960

STATEMENT OF MORTGAGE DEBT
Filed May 31, 1960

JOHN PALMER SMITH,
ASSIGNEE,
VS.

IN THE CIRCUIT COURT
FOR

WILLIAM LEE ROBERTS
MARGURITE WHEATLEY ROBERTS,
MORTGAGORS.

QUEEN ANNE'S COUNTY,
IN EQUITY

CHANCERY NO. 4305

STATEMENT OF MORTGAGE DEBT.

Amount of balance of principal mortgage note indebtedness as of March 21st, 1960	\$ 17,000.00
Interest from December 31st, 1958, to April 19, 1960, at rate of 5% per annum	\$ <u>1,107.33</u>
	\$ 18,107.33
Commissions as provided in note @10% of \$18,107.33	\$ 1,810.73
Amount paid Clerk of Court for mortgage assignment	.75

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

THIS IS TO CERTIFY, that on this 31st day of May, 1960, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith, Assignee of Mortgage, and made oath in due form of law that the foregoing Statement of Mortgage Debt due by William Lee Roberts and Margurite Wheatley Roberts, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the Mortgage.

T. SORDEN PIPPIN
Clerk of the Court.

Attached to the State of Indebtedness are the Original Mortgage and Note.

Filed May 31, 1960

CERTIFICATE OF PUBLICATION
OF ORDER NISE
Filed May 31, 1960

John Palmer Smith, Assignee
vs.
William Lee Roberts, and
Margurite Wheatley Roberts,
his wife,
Mortgagors

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

Chancery No. 4305

ORDERED, this 26th day of April, 1960, that the sale of the real property, made and reported in this cause by John Palmer Smith, Assignee of Mortgage, be ratified and confirmed, on or after the 27th 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 20th day of May, 1960.

The report states the amount of sales to be \$11,800.00.

Filed: April 26, 1960.
True Copy
Test:

T. SORDEN PIPPIN, Clerk

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 31. 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 John Palmer Smith, Assignee vs. William Lee Roberts and Margurite Wheatley Roberts, his wife, mortgagors in the Circuit Court for Queen Anne's County In Equity Chancery No. 4305 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 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 12th day of May, 1960.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By BARBARA P. RATHELL

Filed May 31, 1960

ORDER OF COURT
Filed June 1, 1960

JOHN PALMER SMITH,
ASSIGNEE,
VS.

IN THE CIRCUIT COURT
FOR

WILLIAM LEE ROBERTS
MARGURITE WHEATLEY ROBERTS,
MORTGAGORS.

QUEEN ANNE'S COUNTY,
IN EQUITY

CHANCERY NO. 4305

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 15th day of June, 1960, that the sale of the real estate made and reported in this Cause by John Palmer Smith, Assignee, be and the same is hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice to have been given as required by the preceding Order Nisi; and the Assignee 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 1, 1960

AUDIT
Filed June 14, 1960

John Palmer Smith,
Assignee

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

vs.

No. 4305

William Lee Roberts,
Margurite Wheatley Roberts,
Mortgagors

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 Palmer Smith, Assignee (and Vendor) of the mortgage 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 thereafter allowed the following expenses, to wit: his fee for this services, his commissions for making said sale, the court costs, the bond premium on the corporate surety bond filed in this cause, the fee of the auctioneer, 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 for stating this account, and the balance was directed to be distributed to the said Vendor as a partial payment of said indebtedness.

3. The net proceeds, after deduction of the above expenses, was in the sum of \$10,122.73, and the same was directed to be credited in the sum of \$9202.49 on the principal mortgage indebtedness, as per statement of debt, in the sum of \$18,107.33, leaving a deficiency on the principal mortgage indebtedness in the sum of \$8,904.84, and the balance or the sum of \$920.24 was directed to be credited on the commissions allowed under the terms of the promissory note secured by said mortgage foreclosed in this cause, which note is filed as a part of the statement of debt in this cause, and the total commissions due as per said statement of debt being in the sum of \$1,810.73, leaving a deficiency on said commissions in the sum of \$890.49.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 14, 1960

Filed June 14, 1960

Cause No. 4305

The proceeds of the sale of real and personal property reported in this cause, in account with John Palmer Smith, Assignee of the mortgage foreclosed in these proceedings (and vendor of said land and chattels)

Cr.

By proceeds of the sale of land and chattels, per report of said vendor, to wit: ----- \$11,800.00

Dr.

1960
Apr 19

To John Palmer Smith, Assignee, (and vendor), per terms of mortgage, as follows, to wit:			
1-His fee for services -----	\$300.00		
2-His commissions for making sale--	<u>740.00</u>	\$1040.00	
To do., for an amount due the Clerk of this Court, per statement for same exhibited, to wit:			
Costs of T. Sorden Pippin, Clerk---	\$ 29.00		
Appearance fee of J.P. Smith, Atty.-	<u>10.00</u>	39.00	
To do., for an amount paid Albert V. Stant Agency, for the premium on the corporate surety bond filed in this cause, per receipt for same exhibited, to wit:-----			72.00
To do., for an amount paid W. J. Barcus, Jr., auctioneer, for crying said sale, per receipt for same exhibited, to wit:----			25.00
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-----	\$88.00		
2-Costs of publishing 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, as follows, to wit:			
1-1959 State and County taxes and interest, per receipts -----	\$230.13		
2-Vendor's share of 1960 State and County taxes, per receipts and advertisement of sale (total amount being \$166.06)-----	<u>79.39</u>	309.52	
To do., for an amount paid T. Sorden Pippin, Clerk, for assigning mortgage to Assignee for purposes of foreclosure			.75
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 -----			81.00
To John Palmer Smith, Assignee, as a partial payment due under terms of the mortgage, including commissions, as per terms of the mortgage note, filed herein in this cause, and the statement of mortgage debt and commissions due filed in this cause in the sum of \$18,107.33 mortgage debt and in the sum of \$1,810.73, commissions, the balance to be credited, as follows, to wit:			
Mortgage debt-----	\$9202.40	10122.73	
Commissions on amount collected---	<u>920.24</u>		
		<u>\$11800.00</u>	<u>\$11,800.00</u>

June 14, 1960

J THOMAS CLARK
Auditor

Filed June 14, 1960

NISI RATIFICATION OF AUDIT
Filed June 14, 1960

NISI RATIFICATION OF AUDIT
Filed June 14, 1960

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee	)	In the Circuit Court for Queen Anne's County In Equity
VS.)	
William Lee Roberts and Margurite Wheatley Roberts, his wife, Mortgagors	)	Cause No. 4305

ORDERED, this 14th. day of June, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st. 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 24th. day of June, 1960.

T. SORDEN PIPPIN Clerk

Filed June 14, 1960

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Aug. 9, 1960

NISI RATIFICATION OF AUDIT

John Palmer Smith, Assignee
vs.
William Lee Roberts, and
Margurite Wheatley Roberts,
his wife, Mortgagors

In the Circuit Court for
Queen Anne's County
In Equity
Cause No. 4305

ORDERED, this 14th day of June, 1960, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st 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 24th day of June, 1960.

Filed: June 14, 1960

True Copy

Test:

T. SORDEN PIPPIN Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 2, 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 John Palmer Smith, Assignee VS. William & Margurite Roberts 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 June, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of June, 1960, and the last insertion on the 23rd day of June, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 9, 1960

FINAL RATIFICATION OF AUDIT
Filed July 29, 1965

JOHN PALMER SMITH,
ASSIGNEE,
VS.
WILLIAM LEE ROBERTS,
MARGUERITE WHEATLEY ROBERTS,
MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY

CHANCERY NO. 4305

FINAL RATIFICATION OF AUDIT

ORDERED this 29th day of July, 1965, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the foregoing Report and Account of 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 appeared to have been given as required by the preceding Order Nisi; and the Assignee is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

THOS J. KEATING JR

Judge

Filed July 29, 1960

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Nineteenth day of October in the year nineteen hundred and sixty-one, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

PETITION FOR FORECLOSURE

SAMUEL J. AARON & REBECCA AARON)
his wife, Assignees of the)
Aurora Federal Savings & Loan)
Association)

VS.

WILLIAM OSCAR DUNN and MARY)
JOSEPHINE DUNN, his wife)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

To The Honorable, the Judge of said Court:

The petition of the plaintiffs respectfully represent

That on the 4th day of January A.D. 1956 the defendants executed and delivered to Aurora Federal Savings & Loan Association a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$20,500.00 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, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

Whereas a default has occurred in the covenants of the said mortgage, which is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 26 folio 2; said mortgage was short assigned unto Samuel J. Aaron and Rebecca Aaron, his wife on October 4th, 1961, and short assignment of mortgage is recorded among the aforementioned Land Records. The short assignment to Aaron and wife was recorded October 11, 1961, in Liber T.S.P. No. 26, folio 5, in Queen Anne's County, Maryland

And your petitioners pray 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.

SAMUEL J AARON
Samuel J. Aaron
110 E. Lexington St.-
Baltimore 2, Md.
Attorney for Plaintiffs

Filed Oct. 19, 1961

DECREE FOR SALE OF MORTGAGE PREMISES
Filed Oct. 19, 1961

SAMUEL J. AARON & REBECCA AARON,)
his wife, Assignees of the Aurora)
Federal Savings & Loan Association)

vs.

WILLIAM OSCAR DUNN and MARY)
JOSEPHINE DUNN, his wife)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

TERM, 19

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 October, 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 be sold at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel J. Aaron 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 to be approved by this Court, or by the Clerk thereof, in the penalty of Twenty 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 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 one-third cash, the balance in six and twelve months (or all cash as the purchaser may elect), the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said 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 foreclosure proceedings relative to the 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 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 theirs, personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by,

from under them, or either of them. And the said Trustee shall bring into this Court the monty arising from said sale, to be distributed under the direction of this Court, after deducting the cost 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; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly vertified by affidavit, as required by law, be filed in said cause.

THOS J KEATING JR.
Judge

Filed Oct. 19, 1961

MILITARY AFFIDAVIT
Filed Oct. 19, 1961

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

SAMUEL J. AARON & REBECCA AARON,)
his wife, Assignees of the Aurora)
Federal Savings & Loan Association)
vs.)
WILLIAM OSCAR DUNN and MARY)
JOSEPHINE DUNN, his wife)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

Docket _____ Folio _____

MILITARY AFFIDAVIT

STATE OF MARYLAND, Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County personally appeared Samuel J. Aaron on his own behalf and on behalf of Rebecca Aaron, his wife 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 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.

SAMUEL J. AARON
Samuel J. Aaron
Affiant.

Subscribed and sworn to before me
this 11th day of October, 1961

ALMA VIRGINIA JENKINS
Notary Public
Alma Virginia Jenkins
Filed Oct. 19, 1961

Notary
Public
Seal

STATEMENT OF MORTGAGE CLAIM
Filed Oct. 19, 1961

SAMUEL J. AARON & REBECCA AARON)
his wife, Assignees of the Aurora)
Federal Savings & Loan Association)
vs.)
WILLIAM OSCAR DUNN and MARY)
JOSEPHINE DUNN, his wife)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

Mortgage dated January 4, 1956 - \$20,500.00

Balance due to Assignees for money advanced to Aurora Federal Savings & Loan Association with interest from October 4, 1961	\$11,602.62
Due to Assignees with interest to October 11th, 1961	<u>6,948.92</u>
Total	\$18,551.54

STATE OF MARYLAND, Anne Arundel County, Sct.

I HEREBY CERTIFY, That on this 11th day of October, in the year nineteen hundred and sixty-one, before me, a NotaryPublic of the State of Maryland, in and for said County of Anne Arundel personally appeared Samuel J. Aaron, on his own behalf and on behalf of Rebecca Aaron, his wife, the plaintiffs in the above entitled cause, and he 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

ALMA VIRGINIA JENKINS
Notary Public.
Alma Virginia Jenkins

Filed Oct. 19, 1961

PETITIONER'S EXHIBIT NO. 1
Filed Oct. 19, 1961

SAMUEL J. AARON & REBECCA AARON,
his wife, Assignees of the Aurora
Federal Savings & Loan Association

* IN THE CIRCUIT COURT

* FOR

vs.

* QUEEN ANNE'S COUNTY

WILLIAM OSCAR DUNN & MARY
JOSEPHINE DUNN, his wife

*

* * * * *

PETITIONER'S EXHIBIT NO. 1

#36,928
RECEIVED FOR RECORD Jan. 9, 1956

T.S.P. 26 page 2

Forn No. 1 - CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 4th day of January, in the year one thousand nine hundred and fifty-six, between WILLIAM OSCAR DUNN and MARY JOSEPHINE DUNN, 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 WILLIAM OSCAR DUNN and MARY JOSEPHINE DUNN, his wife the sum of TWENTY THOUSAND FIVE HUNDRED and no/100 (\$20,500.00) 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 Seventy-Three and no/100 (\$173.00) 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.

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 OSCAR DUNN and MARY JOSEPHINE DUNN, his wife 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 Queen Anne's County State of Maryland, and described as follows:

PARCEL NO. 1. A parcel of land situate at Crab Alley Landing in Cox Neck, on Kent Island, in the Fourth Election District, Queen Annes County, Maryland, bounded on the north by the Public Road leading to Crab Alley Landing, on the east by Emma Lewis Cove, and on the south and west by lands of Herman Reiser, being lands conveyed to Wm. Oscar Dunn and wife as recorded in Liber A.S.G.Jr. No. 19, folio 419, and which, according to a survey made on February 24, 1955, by Walter E. Woodford, Jr., Surveyor, is contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a metal pipe placed in the northwest corner thereof, said pipe being a corner of lands herein contained with the Public Road leading to Crab Alley Landing and lands of Herman Reiser and running thence with lands of Reiser south three degrees forty minutes west (S3 degrees 40 minutes W) a distance of seventy and no-one hundredths feet (70.00 ft.) to a metal pipe; thence turning and still with Reiser lands south eighty-seven degrees eight minutes east (S87 degrees 8 minutes E) a distance of one hundred fifty and no one-hundredths feet (150.00 ft.) to Emma Lewis Cove, thence turning and running with said Cove north ten degrees twenty-four minutes east (N 10 degrees 24 minutes E) a distance of sixty-eight and forty one-hun-

dredths feet (68.40) to a metal pipe and Crab Alley Landing; and thence turning and running with the Public Road Leading to said Landing north eighty-six degrees twenty minutes west (N86 degrees 20 minutes W) a distance of one hundred fifty-eight and no one-hundredths feet (158.00 ft.) to the point of beginning; passing over a metal pipe offset twelve and no one-hundredths feet (12.00 ft.) from low water mark of said cove. Containing two hundred forty one-thousandths acres (0.240 a.) of land more or less.

PARCEL NO. 2. A parcel of land situate on the north and east of the Crab Alley Landing Road in Cox Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, bounded on the north by lands of William E. Denny, on the east by Emma Lewis Cove, on the south by the Watkins Lot and the Crab Alley Landing Road, and on the west by the Crab Alley Landing Road and lands of Robert Carodine; being land conveyed to Wm. Oscar Dunn by Deeds recorded among the Land Records of Queen Anne's County respectively in Liber JFR No. 5 folio 261, Liber W.H.W. No. 4-A, folio 137, and Liber B.H.T. No. 3, folio 559, and including an abandoned twenty foot (20 ft.) roadway and certain marshland, all claimed by Wm. Oscar Dunn and wife and which is contained according to a survey made on February 24, 1955, by Walter E. Woodford, Jr., Surveyor, within the following metes and bounds, courses and distances, to wit: BEGINNING at a corner post in the southwest corner thereof, said post being the corner of lands herein contained with the Watkins lot and the Crab Alley Landing Road, and running thence on the east side of said road north five degrees no minutes east (N5 degrees 00 minutes E) a distance of eighty-four and twenty one-hundredths feet (84.20 ft.) to a point on the north side of Crab Alley Landing Road; thence turning and running still with said road north eighty-five degrees seven minutes west (N85 degrees 07 minutes W) a distance of sixty-four and thirty-four one hundredths feet (64.34 ft) to a metal pipe and lands of Robert Carodine; thence turning and running with lands of Carodine north two degrees forty-eight minutes east (N2 degrees 48 minutes E) a distance of one hundred fifty-seven and sixty-seven one-hundredths feet (157.67 ft) to a post and lands of William E. Denny; thence turning and running with lands of Denny south eighty-six degrees twenty-one minutes east (S86 degrees 21 minutes E) a distance of two hundred sixty two and sixteen one-hundredths feet (262.16 ft) to the waters of Emma Lewis Cove; thence turning and running with said Cove (1) south twenty-two degrees fifty-four minutes east (S22 degrees 54 minutes E) a distance of one hundred eighty-four and thirty-two one-hundredths feet (184.32 feet), (2) south twenty-nine degrees fifty-five minutes east (S 29 degrees 55 minutes E) a distance of twenty-four and fifty-four one-hundredths feet (24.54 ft.), (3) south thirty-three degrees sixteen minutes east (S 33 degrees 16 minutes E) a distance of fifty-seven and sixty-three one-hundredths feet (57.63 ft.) to a post and the Watkins lot; thence turning and running with the Watkins lot north eighty-eight degrees twenty-five minutes west (N 88 degrees 25 minutes W) a distance of three hundred twenty-eight and twenty-six one-hundredths feet (328).26 ft) to the point of beginning; containing 1.639 acres more or less.

PARCEL NO. 3. A lot or parcel of land situate in Crab Alley Neck at Dominion on Kent Island in the Fourth Election District, Queen Anne's County, State of Maryland, bounded on the north and east by lands of Lemuel Kirwan, on the west by lands of John M. Green and on the south by lands of Medford Golt, J.W. Crouch, Harry Booker, Wedge Jones, Norman Gardner and Howard Thompson, being the same lands conveyed by Rufus Dunn to Daniel R. Dunn by deed dated 8-9-1899, and recorded in Liber WHC No. 9, folio 469, Land Records of Queen Anne's County, the said Daniel R. Dunn, also known as Daniel Richard Dunn, by his will recorded among the Will Records in Liber EEC No. 1 folio 219, devised said property to his wife, Susie A. Dunn, for life, and after her death to Wm. Oscar Dunn, and which is contained, according to a survey made on February 24, 1955, by Walter E. Woodford, Jr., Surveyor, within the following metes and bounds, courses and distances, to wit: BEGINNING at an iron pipe placed in the northwest corner thereof, said pipe being a corner of lands herein contained with lands of John M. Green and Lemuel Kirwan and running thence with lands of John M. Green south sixteen degrees forty-seven minutes west (S16 degrees 47 minutes W) a distance of three hundred thirteen and ninety-eight one-hundredths feet (313.98 ft.) to a stake and lands of Howard Thompson; thence turning and running with lands of Howard Thompson and others south seventy degrees fifty-nine east (S70 degrees 59 minutes E) a distance of five hundred sixty-four and ninety-four one-hundredths feet (564.94 ft) to a point and lands of Lemuel Kirwan; thence turning and running with lands of Lemuel Kirwan north seven degrees fifty-five minutes east (N7 degrees 55 minutes E) a distance of three hundred eighteen and eighty-nine one-hundredths feet (318.89 ft) to a metal pipe; and thence turning and running still with Kirwan lands north seventy degrees fifty-four minutes west (N70 degrees 54 minutes W) a distance of five hundred fifteen and seventy one-hundredths feet (515.70 ft) to the point of beginning. Containing four and twelve one-thousandths acres (4.012 a) of land, more or less.

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.

AND THIS MORTGAGE FURTHER WITNESSETH that in consideration of the premises and of the sum of One Dollar, the said WILLIAM OSCAR DUNN and MARY JOSEPHINE DUNN, his wife, do hereby grant, assign and convey to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, all those chattels and trade-fixtures now contained in the lands firstly and secondly herein described, as follows:

- | | |
|---|-----------------------------------|
| 2- Stainless steel skimmers | 1- Twin Galvanized laundry tub |
| 60- Stainless steel shucking pails | 1- Stone laundry tub |
| 1- 60 gal. galvanized blower tank with monel fittings | 1- Stainless steel wash basin |
| 2- 40 gal. Stainless steel oyster tubs | 5- K8 rubber tired wheel barrows |
| 1- 5 gal. Stainless steel measuring pail | 1- 4 wheel rubber tired carry-bar |
| 1- 2½ gal. Stainless steel dip pail | 12- wire oyster baskets |
| 2- 8 pint Stainless steel measuring cups | 4- ½ bu. oyster tubs |
| 1- 1 Qt Stainless steel cup | 1- Set Fairbanks Weighing scales |
| 1- 60 gal. White electric hot water heater | 6- Crab picking tables |
| 1- 15 HP Look-Out Steam boiler
Serial M-80 H002 | 30- Picking pans |
| 1- 3HP Everite electric pump Ser No 142558 | 1- Set Crab Meat weighing scales |
| 1- 60 gal. water boiler | 1- Crossley electric Refrigerator |
| | 1- Electric soft drink box |
| | 1- Set weight Scales |

50- 5 gal. galvanized oyster cans
 1 - Electric Ice Crusher Ser.H-54 and
 turned by 5 HP Electric Motor
 1 - Electric Blower Machine

1- Duotherm Oil Burner
 1- Process Kettle - 3 tray outfitted
 (steams 27 bu. baskets crabs)
 2- Maynum coal stoves - Ser Nos H-17
 and H-21

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.

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 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.

V1. 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 other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

1X. That the whold 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 partly 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 Coty 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 recorded 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 the said Mortgagors.

Test: WILLIAM OSCAR DUNN (SEAL)
William Oscar Dunn
THELMA B. BREEDEN
(Thelma B. Breedon) MARY JOSEPHINE DUNN (SEAL)
Mary Josephine Dunn

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 4th 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 Baltimore City, personally appeared WILLIAM OSCAR DUNN and MARY JOSEPHINE DUNN, 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 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 THELMA B. BREEDEN
(Thelma B. Breedon) Notary Public

My commission expires on May 6, 1957.

Four-Five Dollar Fifty-Cent;
One-Fifty-five cent Recordation
Tax Stamps. Endorsed 1/9/56 WFP

Assignment recorded October 11, 1961, in Liber T.S.P. No. 26, folio 5,

FOR VALUE RECEIVED, AND WITHOUT RECOURSE, AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within and foregoing mortgage to SAMUEL J. AARON and REBECCA AARON, his wife.

WITNESS the corporate seal of said body corporate and the signature of its duly authorized officer, this 4th day of October, 1961.

Test: AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION
By DWIGHT F. BRUNK
Dwight F. Brunk
ROBERT F. PODLICH
ROBERT F. PODLICH
Corporate Seal

CERTIFIED COPY OF TRUSTEE'S BOND
Filed Nov. 8, 1961

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

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Samuel J. Aaron 110 E. Lexington Street - Baltimore 2, Maryland as principal, and The Fidelity and Casualty Company of New York 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 Twenty thousand and no/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 us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these present. Sealed with our seals, and dated this 6th day of November in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Samuel J. Aaron by virtue of a decree of the Honorable Judge of the Circuit Court of Queen Anne's County, Maryland has been appointed trustee to sell all property and chattels mentioned in the mortgage, mentioned in the proceedings in the case of Samuel J. Aaron & Rebecca Aaron, Assignees vs. William Oscar Dunn & Mary Joseph Dunn, h/w now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Samuel J. Aaron do and shall well and faithfully perform the trust reposed in him by said decreed, 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 SAMUEL J. AARON (SEAL)
Samuel J. Aaron

ALMA V. JENKINS
Alma V. Jenkins, as to principal THE FIDELITY & CASUALTY COMPANY OF NEW YORK

Signed, sealed and delivered in the presence of By: ROBERT S. ZETZER (SEAL)
Robert S. Zetzer, Attorney-In-Fact
Corporate Seal

ANNE LATHROUM
Anne Lathroum, as to surety

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Arthur F. Timmins and/or Robert A. Sheridan and/or Earl W. Ussery and/or E. Patrick Moloney and/or Robert S. Zetzer its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers, This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its Secretary, this 6th day of November, 1961.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

By: CARROLL R. YOUND
Carroll R. Young
Vice President
Corporate Seal

ATTEST:

A. J. MILLER
A. J. Miller Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

The Fidelity and Casualty Company of New York

A. J. MILLER
A. J. Miller Secretary
Corporate Seal

And at the foot of the foregoing Trustee's Bond is the following endorsement to wit:-

Security approved and Bond filed Nov. 8, 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 125, 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 8th day of November in the year nineteen hundred and sixty-one.

T. SORDEN PIPPIN
Clerk

INTERNAL
REVENUE
SERVICE

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
District Director
707 N. Calvert St.
Baltimore 3, Maryland
P. O. Box 538
December 14, 1961

In Reply Refer To
1410:JZ

Clerk of the Circuit Court
of Queen Anne County
Centreville, Md.

Dear Sir:

Mortgage Foreclosure

Taxpayer: William Oscar Dunn and Mary
Josephine Dunn, his wife

Enclosed is a Proof of Claim, in duplicate, covering Federal Taxes due from the above named taxpayer.

Please acknowledge receipt on the duplicate copy and return it in the enclosed envelope which requires no postage.

Very truly yours,

IRVING MACHIZ
Irving Machiz
District Director

Enclosure

Form 2317 U.S. TREASURY DEPARTMENT-INTERNAL REVENUE SERVICE
PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT
OF QUEEN ANNE COUNTY, CENTREVILLE, MD.

IN THE MATTER OF:

Samuel J. Aaron and Rebecca Aaron,
Assignees of Aurora Federal Savings
and Loan Association in Mortgage
Foreclosure against William Oscar
Dunn and Mary Josephine Dunn, his wife
Chester, Maryland

) DOCKET NO. TSP -2, Folio 162
) Chancery Case No. 4418
) TYPE OF PROCEEDING Mortgage Foreclosure
) CLAIM OF THE UNITED STATES
) FOR INTERNAL REVENUE TAXES
) PLEASE ADVISE FILING DATE OF AUDITORS
) ACCOUNT

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. William Oscar Dunn and Mary Josephine Dunn, His Wife is justly and truly indebted to the United States in the sum of \$3,378.55 with interest thereon as hereinafter stated;

2. That said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	AMOUNT DUE	REMARKS	Notice of Tax Lien Filed	DATE TAX LIEN AROSE
WT-Fica 3/Q/59 Tax 12-165459(59) Penalty Interest to 10/19/61	\$ 214.63 41.48 50.78	Lien	1/31/61	12/31/59
WT-Fica 4/Q/59 Tax 3-165293(60) Penalty Interest to 10/19/61	932.98 46.65	Lien	1/31/61	11/30/60
WT-Fica 1/Q/60 Tax 6-166742(60) Penalty Interest to 10/19/61	290.38 29.04 27.91	Lien	1/31/61	6/24/60
WT-Fica 2/Q/60 Tax 11-165050(60) Penalty Interest to 10/19/61	186.77 28.02 12.34	Lien	1/31/61	11/4/60
WT-Fica 3/Q/60 Tax 12-165513(60) Penalty Interest to 10/19/61	382.22 19.11 23.13	Lien	1/31/61	12/9/60
WT-Fica 4/Q/60 Tax 3-165258(61) Penalty Interest to 10/19/61	537.14 26.86 23.04	Lien	4/24/61	3/10/61

KIND OF TAX AND PERIOD	AMOUNT DUE	REMARKS	Notice of Tax Lien Filed	DATE TAX LIEN AROSE
WT-Fica 1/Q/61 5-165579(61) Interest	\$ 232.17 6.52	Lien	7/27/61	5/19/61
1959 Income 25-6056876(60) Interest to 10/19/61 Penalty	163.00 5.04 5.00	Lien	11.16/60	5/6/60

\$3,378.55

Plus interest on tax and penalty at the rate of 6% per annum from 10/20/61 to date of payment

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 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

14th day of December 1961

CHRISTINE E. SODERBERG
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 538, Baltimore 3, Md.

REPORT OF SALE
Filed Jan. 2, 1962

SAMUEL J. AARON & REBECCA AARON,
his wife, Assignees of the
Aurora Federal Savings & Loan
Association

vs.

WILLIAM OSCAR DUNN and MARY
JOSEPHINE DUNN, his wife

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of Samuel J. Aaron, Trustee appointed by the decree in the above entitled cause, to make sale of mortgaged premises in Equity No. 4418, parcels 1, 2 & 3 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 having given notice of the time, place, manner and terms of sale, by advertisements inserted in Queen Anne's Record-Observer newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee Samuel J. Aaron did pursuant to said notice on Thursday the 14th day of December, 1961 at ten o'clock A.M. attend on the premises and then and there sold Parcel No. 1 and Parcel No. 2 to The Lexington Corporation, Inc. for the sum of Ninety-Five Hundred Dollars (\$9500.00). Parcel No. 3 was sold to Theodore William Lee and Mary Linda Lee for Three Thousand Dollars (\$3000.00). A copy of the ad is attached hereto, and the sale was diligently conducted and was sold for the best price that the Trustee was able to obtain.

S J AARON

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That on this 18th day of December, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Samuel J. Aaron Trustee, and made Oath 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.

As witness my hand and Notarial Seal,

ALMA VIRGINIA JENKINS
Alma Virginia Jenkins,
Notary Public,

Filed Jan. 2, 1962

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Jan. 2, 1962

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND

TRUSTEE'S SALE OF VALUABLE
REAL ESTATE

Situate on Kent Island, Fourth Election District, Queen Anne's
County, Maryland.

The undersigned Trustee under and by virtue of a Decree for the
Sale of Mortgaged Premises issued out of the Circuit Court for Queen Anne's County, in
Equity No. 4418, 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

THURSDAY, DECEMBER 14, 1961

at 10:00 o'clock a.m. (E.S.T.), the following described real estate to wit:

PARCEL NO. 1. A parcel of land situate at Crab Alley Landing in
Cox Neck on Kent Island in the Fourth Election District, Queen Anne's County, Maryland,
bounded on the North by the public road leading to Crab Alley Landing and on the East
by Emma Lewis Cove and on the South and West by Lands of Herman Reiser. Containing
0.240 acres of land, more or less, according to a survey of the same made on February
24, 1955, by Walter E. Woodford, Jr., Surveyor, BEING lands conveyed to William Oscar
Dunn and wife by deed recorded in Liber A.S.G., Jr., No. 19, folio 419, a Land Record
Book for Queen Anne's County, Maryland.

Said Parcel No. 1 is improved by a wharf and an oyster and crab
packing house completely equipped with cooling locker and the following listed equipment:

2 Stainless steel skimmers, 60 stainless steel shucking pails, 1
60-gal. galvanized blower tank with Monel fittings, 1 40 gal- stainless steel oyster tub,
1 60 gal- stainless steel oyster tub, 1 5-gal. Stainless steel measuring pail, 1 2½-gal
stainless steel dip pail, 2 8 pint stainless steel measuring cups, 1 1-qt. stainless
steel cup, 1 60-gal. White electric hot water heater, 1 15-HP Look-Out steam boiler,
Serial M-80H002, 1 3-HP Everite electric pump, Serial No. 142558, 1 60-gal. water boiler
1 Twin Galvanized laundry tub, 1 stone laundry tub, 1 stainless steel wash basin, 5 K8
rubber tired wheel barrows, 1 4-wheel rubber tired carry-bar, 12 wire oyster baskets,
4½-bu. oyster tubs, 1 set Fairbanks weighing scales, 6 crab picking tables, 30 picking
pans, 1 set crab meat weighing scales, 1 Crossley electric refrigerator, 1 electric
soft drink box and 1 set weighing scales, 50 5-gal. galvanized oyster cans, 1 electric
ice crusher, Serial No. H-54 and turned by 5 HP electric motor, 1 electric blower ma-
chine, 1 Duotherm Oil Brunner, 1 Process Kettle, 3 tray outfitted (steams 27 bu. bas-
kets crabs), and 2 Maynum coal stoves, Serial Nos. H-17 and H-21.

PARCEL NO. 2: A parcel of land situate on the North and East of
the Crab Alley Landing Road in Cox Neck on Kent Island in the Fourth Election District
of Queen Anne's County, Maryland, bounded on the North by Lands of William E. Denny,
on the East by Emma Lewis Cove, on the South by the Watkins Lot and the Crab Alley
Landing Road, and on the West by the Crab Alley Landing Road and lands of Robert Caro-
dine. Containing 1.639 acres of land, more or less, according to a survey of the same
made on February 24, 1955, by Walter E. Woodford, Jr., Surveyor. BEING land conveyed
to William Oscar Dunn by Deeds recorded among the Land Records of Queen Anne's County
respectively in Liber J.F.R., No. 5, folio 261, Liber W.H.C., No. 4A, folio 137, and
Liber B.H.T., No. 3, folio 559, and including an abandoned 20 foot roadway and certain
marshland, all claimed by William Oscar Dunn and wife.

Said Parcel No. 2 is improved by a two-story frame dwelling house,
consisting of 6 rooms and a bath and a two car garage, one long one-story shanty with
ten rooms, ten feet by ten feet each, one two-story, two room shanty, one one-story,
four room shanty and two one room shanties.

PARCEL NO. 3: A lot or parcel of land situate in Crab Alley Neck
at Dominion on Kent Island in the Fourth Election District, Queen Anne's County, Mary-
land, bounded on the North and East by lands of Lemuel Kirwan, on the West by lands of
John M. Green and on the South by lands of Medford Golt, J. W. Crouch, Harry Booker,
Wedge Jones, Norman Gardner and Howard Thompson, Containing 4.012 acres of land, more
or less, according to a survey made on February 24, 1955, by Walter E. Woodford, Jr.,
Surveyor. BEING the same lands conveyed by Rufus Dunn to Daniel R. Dunn by deed dated
August 9, 1899, and recorded in Liber W.H.C., No. 9, folio 469, a Land Record Book for
Queen Anne's County, Maryland. The said Daniel R. Dunn, also known as Daniel Richard
Dunn, by his will recorded among the Will Record Books of Queen Anne's County in Liber
E.E.C., No. 1, folio 219, devised said property to his wife, Susie A. Dunn for life
and after her death to William Oscar Dunn.

TERMS AND CONDITIONS OF SALE: Parcels Nos. 1 and 2 will be offered
for sale as one unit. Parcel No. 3 will be offered separately. One-third of the pur-
chase money shall be paid in cash on the day of sale and the balance payable one-third
in six months and the remaining one-third in twelve months, or all cash, as the pur-
chaser may elect. Credit payments to bear interest at the rate of 6% per annum from
the date of sale, and to be secured by the note or notes of the purchaser or purchasers

endorsed to the satisfaction of the Trustee. 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 final ratification of sale and payment of the purchase price in full.

SAMUEL J. AARON
110 E. Lexington Street
Baltimore 2, Maryland
Trustee

ANNE'S RECORD-OBSERVER

Centreville, Md., December 29, 1961

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 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 23rd day of November 1961, and the last insertion on the 7th day of December, 1961.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed Jan. 2, 1962

ORDER NISI ON SALE
Filed Jan. 2, 1962

ORDER NISI ON SALE

Samuel J. Aaron & Rebecca Aaron, his
wife, Assignees of the Aurora Federal
Savings & Loan Association

vs.

William Oscar Dunn and Mary Josephine
Dunn, his wife,

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4418

ORDERED, this 2nd. day of January, 1962, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, 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 three successive weeks before the 26th. day of January, 1962.

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

T SORDEN PIPPIN Clerk

Filed January 2, 1962

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed March 5, 1962

ORDER NISI ON SALE

Samuel J. Aaron and Rebecca
Aaron, his wife, Assignees
of the Aurora Federal Savings
and Loan Association

vs.

William Oscar Dunn and Mary
Josephine Dunn, his wife.

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

Cause No. 4418

ORDERED, this 2nd day of January, 1962, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, 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 three successive weeks before the 26th day of January, 1962.

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

T. SORDEN PIPPIN, Clerk

Filed: January 2, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

AUDIT
Filed April 27, 1962

SAMUEL J. AARON & REBECCA AARON, his wife, Assignees of the Aurora Federal Savings & Loan Association.	*	In The Circuit Court For
	*	
	*	Queen Anne's County
	*	
vs.	*	In Equity
	*	
	*	No. 4418
WILLIAM OSCAR DUNN and MARY JOSEPHINE DUNN, his wife	*	
	*	

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 Samuel J. Aaron and Rebecca Aaron, his wife, Assignees (and Vendors) of the mortgage foreclosed in this cause.

2. That in the within account, the said vendors in charged with the proceeds of sale, per their report filed in this cause, and thereafoter, allowed the following expenses, to wit: their fee for his services, their commissions for making said sale, the 1961 taxes on the real estate sold in this cause, the court costs, the bond premium on the corporate surety bond filed in this cause, the fee of the auctioneer, 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 for stating this account, and the balance was directed to be distributed to the said Vendors as a partial payment of said indebtedness.

3. The net proceeds, affer deduction of the above expenses, was in the sum of \$10,778.58, and the same was directed to be credited as a partial payment on the mortgage indebtedness of \$11,602.62, as per amended statement of mortgage indebtedness filed in this cause, leaving a deficiency in the sum of \$824.04.

Respectfully submitted,

J THOMAS CLARK
Auditor

April 26, 1962.
Filed April 27, 1962

Cause No. 4418

The proceeds of the sale of real estate reported in this cause, in account with Samuel J. Aaron & Rebecca Aaron, his wife, Assignees, etc. of the mortgage foreclosed in these proceedings (and vendors of said land)

Cr.

1961		
Dec. 14	By proceeds of the sale of said land, per report of said vendors, to wit:-----	\$12,500.00

Dr.

To Samuel J. Aaron & Rebecca Aaron, his wife, Assignees, etc. (and vendors), per terms of mortgage, as follows, to wit:		
1-Their fee for their services -----	\$35.00	
2-Their commissions for making sale -----	<u>775.00</u>	\$810.00
to do., for an amount due to Clak of this Court costs, per statement for same exhibited, to wit:		
1-Costs of T. Sorden Pippin, Clerk-----	\$ 28.00	
2-Appearance fee of Samuel J. Aaron, Atty.-----	<u>10.00</u>	38.00
To do., for an amount paid Stanley*Schuchhardt, Inc., Agent, for the said assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----		80.00
To do., for an amount due Lee's Auction Rooms, Inc., Auctioneers, for crying said sale, per statement exhibited to wit:-----		427.50
To do., for an amount paid Royden N. Powell, Jr., Treasurer, for 1961 State and County taxes on the real estate sold in this cause per receipt exhibited, to wit:-----		199.92
To do., for amount paid Queen Anne's Record-Observer, per receipts exhibited to wit:		
1-Publishing notice of sale -----	\$ 60.00	
2-Publishing order nisi of sale-----	<u>12.00</u>	72.00
To do., for an amount to be paid to Queen Anne's Record Observer for costs of publishing the audit nisi to be passed to this amount, the sum of -----		10.00

To J. Thomas Clark, Auditor, for stating this
audit, the sum of ----- 84.00

To Samuel J. Aaron & Rebecca Aaron, his wife,
assignees, etc., as a partial payment due under
the terms of the mortgage foreclosed in this
cause, as per terms of said mortgage, per
amended statement of mortgage debt filed in
this cause in the sum of \$11,602.62, the
balance to be credited as a partial payment
of or in the same, the sum of -----10,778.58
\$11,602.62 \$11,602.62

J THOMAS CLARK
Auditor

April 26, 1962

Filed April 27, 1962

NISI RATIFICATION OF AUDIT
Filed April 27, 1962

NISI RATIFICATION OF AUDIT

Samuel J. Aaron and Rebecca Aaron, his wife, Assignees of the Aurora Federal Savings & Loan Association	)	In the Circuit Court
	)	for Queen Anne's County
VS.	(	In Equity
William Oscar Dunn and Mary Josephine Dunn, his wife	)	Cause No. <u>4418</u>

ORDERED, this 27th. day of April, 1962, that the report and
account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or
after the 18th. day of May, 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 11th. day
of May, 1962.

T SORDEN PIPPIN Clerk

Filed April 27, 1962

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT
Filed June 5, 1962

NISI RATIFICATION OF AUDIT
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4418

Samuel J. Aaron and Rebecca Aaron, his
wife, Assignees of the Aurora Federal
Savings & Loan Association

VS.

William Oscar Dunn and Mary Josephine
Dunn, his wife

ORDERED, this 27th day of April, 1962, that the report and account
filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the
18th day of May, 1962, 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 May, 1962.

T. SORDEN PIPPIN, CLERK

Filed April 27, 1962
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD*OBSERVER

Centreville, Md., May 23, 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 Dunn 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 week for
2 successive weeks before the 11th day of May 1962, and that the first insertion of
said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of May
1962, and the last insertion on the 10th day of May, 1962.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAULINE K. COLEMAN

Filed June 5, 1962

RATIFICATION OF AUDIT
Filed June 6, 1962

SAMUEL J. AARON, et ux,

*

IN THE CIRCUIT COURT FOR

vs.

*

QUEEN ANNE'S COUNTY

WILLIAM OSCAR DUNN, et ux

*

IN Equity No. 4418

* * * * *

RATIFICATION OF AUDIT

ORDERED this 6th day of June, 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 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.

THOS J KEATING JR
JUDGE

Filed June 6, 1962

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twelfth day of June in the year nineteen hundred and sixty-four, the following ORDER TO DOCKET SUIT was brought to be recorded, 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
In Equity No. 4636

vs.

THOMAS ALVIN JHONS and
VIOLA YVONNE JHONS, his wife
Stevensville, Maryland

* * * * *

ORDER TO DOCKET SUIT

TO THE CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MR. CLERK:

Please docket suit for the foreclosure of a mortgage from Thomas Alvin Johns and Viola Yvonne Johns, his wife, Mortgagors, to Nationwide Homes of Salisbury, Inc., Mortgagee, which said Mortgage is dated January 23, 1962, recorded January 30, 1962, in Liber T.S.P. No. 64, folio 395, a Land Record Book for Queen Anne's County, which said Mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise on June 8, 1964, default having occurred in the terms and provisions of said Mortgage by nonpayment of the monthly installments provided for therein, and you will please file in said cause a certified copy of the aforesaid Mortgage and the short assignment endorsed thereon above referred to and mark the same "Assignee's Exhibit No. 1."

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.,
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise
117 Lawyers Row
Centreville, Maryland
Telephone: 758-0877

Filed June 12, 1964

MILITARY AFFIDAVIT
Filed June 12, 1964

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

THIS IS TO CERTIFY, that on this 12th day of June, 1964, 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 Thomas Alvin Johns and Viola Yvonne Johns, his wife, are residents of Queen Anne's County, State of Maryland, but that Thomas Alvin Johns is at the present time confined in the Maryland Institution for Men as a result of conviction in the Criminal Courts of Queen Anne's County, and further that neither Thomas Alvin Johns or Viola Yvonne Johns are in the military service of the United States as devined in the Soldiers and Sailors Relief Act nor have they been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

JANE L. YOUNG
Notary Public

My Commission Expires:
May 3, 1965

Filed June 12, 1964

ASSIGNEE'S EXHIBIT NO. 1
Filed June 12, 1964

LIBER 64 PAGE 395

No 47286
Re 58378 RECEIVED FOR RECORD Jan. 30, 1962

MORTGAGE REAL ESTATE TO SECURE NOTE
STATE OF MARYLAND

THIS MORTGAGE, Made this 23rd, day of January, 1962, by and between Thomas Alvin Johns and Viola Yvonne Johns, his wife of Fredericktown, Maryland, in the State of Maryland, Mortgagors, and NATIONWIDE HOMES of Salisbury, Incorporated Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of Fifty-nine Hundred Ninety Seven Dollars Dollars (\$5997.00), and have

agreed to repay the said sum in 83 consecutive monthly installments of \$71.39 each, (except the final installment which shall be the balance then due on this Mortgage), commencing on May 1, 1962 and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns all that lot of ground and premises located in Fourth Election District, known as Queen Anne's County, Maryland and more fully described as follows:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in a settlement known as Fredericktown, and having been owned by Henry Bailey, since deceased, and adjoins the lands of one Bradford Nickerson; and being the same land and premises which was granted and conveyed unto Benjamin Grollman by J. William Keith, Treasurer of Queen Anne's County, State of Maryland, by deed of conveyance bearing date the 25th day of May, 1936, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber W.H.C. No. 3A, at folio 132.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives successors or assigns, in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly installments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, 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; to pay a "late charge" of \$.05 per \$1.00, maximum \$5.00 on any installment more than 15 days past due, to cover the extra expenses involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any installment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

And, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives, and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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 authorizes the said Mortgagee, its successors or assigns, 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 sales, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars (\$50.00) 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 heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commission and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. 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 Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the hands and seal of said Mortgagors.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

THOMAS A. JOHNS (SEAL)
Thomas A. Johns (Husband)

JACK HEARN

VIOLA Y. JOHNS (SEAL)
Viola Y. Johns (His wife)

STATE OF MARYLAND,)
Wicomico County,) to-wit:

I HEREBY CERTIFY, That on this 29 day of January, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid personally appeared Thomas A. Johns and Viola Y. Johns, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. And at the same time also appeared Jack Hearn, who made oath in due form of law that he is the Agent of Nationwide Homes of Salisbury, Inc., the Mortgagee, and duly authorized to make the affidavit, and as said Agent, 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 I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same mentioned in the caption of the foregoing Mortgage, who, in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and fix my notarial seal.

Notary Public Seal

HOWARD E. WILLIAMS
Notary Public
Howard E. Williams

Re6806 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of June, in the year nineteen hundred and sixty four, the following Assignment was brought to be recorded, to wit:-

ASSIGNMENT

Collinsville, Virginia June 8, 1964

FOR VALUE RECEIVED, I/We hereby assign the within Mortgage and the debt thereby secured to James E. Thompson, Jr., Assignee for the purpose of Collection by Foreclosure or Otherwise.

AS WITNESS my/our hand(s) and seal(s) the day and year firse above written.

Corporate Seal.

NATIONWIDE HOMES of Salisbury, Inc.

TEST:

EARLE W. GREENE Vice President

GEORGE W. COLEMAN, Secy.

STATE OF VIRGINIA

COUNTY OF HENRY

I hereby certify that on June 8, 1964, before me the subscriber, a notary public of the State of Virginia in and for the County of Henry, personally appeared Earle W. Green, Vice President af Nationwide Homes of Salisbury, Inc., a Maryland corporation, andain the name and on behalf of said corporation acknowledged the foregoing assignment of Mortgage to be the corporate act of said corporation.

Witness my hand and notarial seal, the day and year last above written.

My Commission Expires Oct. 22, 1966.

Notary Public Seal.

EMMA W. PRICE
Notary Public

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, the foregoing is truly taken and copied from Liber T.S.P. No. 64, folio 395, 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 12th day of June in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

Filed June 12, 1964

STATEMENT OF MORTGAGE DEBT
Filed May 3, 1965

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. 4636

vs.

THOMAS ALVIN JOHNS and
VIOLA YVONNE JOHNS, his wife
Stevensville, Maryland

STATEMENT OF MORTGAGE DEBT

Principal amount of mortgage and balance due thereon-----	\$ 5,997.00
Interest for sixty (60) days from the date of sale in accordance with Article 66, Section 8, Annotated Code of Maryland -----	\$ 59.97
15% attorney's fee provided for in promissory note secured by the aforesaid mortgage-----	\$ 899.55
Notary Public-----	\$ 1.30
Recording Mortgage Assignment -----	\$.75
Total due on Mortgage -----	\$ 6,958.57

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

I HEREBY CERTIFY, that on this 12th day of June, 1964, 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 Thomas Alvin Johns and Viola Johns, his wife, as Mortgagors, under the aforesaid Mortgage mentioned and described in the said Statement to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public
Notary Public Seal.

My Commission Expires:
May 3, 1965
Filed June 12, 1964

CERTIFIED COPY OF BOND
Filed June 12, 1964

RECEIVED FOR RECORD June 12, 1964

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, James E. Thompson, Jr., 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 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, 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 12th day of June in the year of our Lord sixty-four.

WHEREAS, the above bounden James E. Thompson Jr., Assignee, by virtue of the power contained in a mortgage from Thomas Alvin Johns and Viola Yvonne Johns, his wife, to Nationwide Homes of Salisbury, Inc., Mortgagee, bearing date the 23rd day of January, 1962 and recorded among the Land records of Queen Anne's County in Liber T.S.P. No. 64 Folio 395 and which said Mortgage was by short assignment duly assigned unto James E. Thompson, Jr., on June 8, 1964, and James E. Thompson, Jr., Assignee, 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 contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden James E. Thompson, Jr., assignee 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 James E. Thompson, Jr., Assignee 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:

FRANCES C. LEGG

JAMES E. THOMPSON, JR. (SEAL)
James E. Thompson, Jr.
Assignee

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CATHERINE S. BEAN
Ast to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Security approved and Bond filed June 12, 1964

CHARLES W. CECIL, Clerk

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 59, a Bond 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 19th day of June in the year nineteen hundred and sixty-four.

CHARLES W. CECIL, Clerk

REPORT OF SALE
Filed July 21, 1964

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
In Equity No. 4636

vs.

THOMAS ALVIN JOHNS and
VIOLA YVONNE JOHNS, his wife
Stevensville, 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 from Thomas Alvin Johns and Viola Yvonne Johns, his wife, Mortgagors, to Nationwide Homes of Salisbury, Inc., Mortgagee, which said Mortgage is dated January 23, 1962, recorded January 30, 1962, in Liber T.S.P., No. 64, folio 395 a Land Record Book for Queen Anne's County, which said Mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise on June 8, 1964. The undersigned Assignee, after docketing suit for foreclosure and advertising the mortgaged real estate for sale in Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before Tuesday, July 14, 1964, 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 approved by the Clerk of this Honorable Court, did attend in front of the Court House Door, Centreville, Queen Anne's County, Maryland, on Tuesday, July 14, 1964, at 10:00 o'clock, A.M. (DST), and after reading the attached advertisement and having the auctioneer cry the sale for considerable length of time, did sell said real estate unto Dixie Realty, Inc., P. O. Box 1064, Martinsville, Virginia, at and for the sum of Four Thousand Dollars (\$4,000.00), said real estate being described as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in a settlement known as Fredericktown and having been owned by Henry Bailey, since deceased and adjoins the lands of one Bradford Nickerson, and being the same land and premises which was granted and conveyed unto Benjamin Grollman by J. William Keith, Treasurer of Queen Anne's County, State of Maryland, by deed of conveyance bearing date the 25th day of May, 1936, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber W.H.C., No. 3A, folio 132, and being also the same and all of the land granted and conveyed unto Thomas A. Johns and Viola Y. Johns, his wife, by Harrison Johns and Maude Johns, his wife, by deed dated October 14, 1961, recorded February 20, 1962, in Liber T.S.P., No. 64, folio 555.

The Purchaser has given a check to your Assignee in the amount of Four Hundred Dollars (\$400.00) as down payment 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 said sale to be Four Thousand Dollars (\$4,000.00) and that 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)
) TO WIT:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY that on this 21st day of July, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James E. Thompson, Jr., Assignee in 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 said sale was fairly made.

WITNESS my hand and Notarial Seal the day and year first above written.

My Commission Expires:
May 3, 1965

JANE L. YOUNG
Notary Public
Notary Public Seal.

Filed July 21, 1964

CERTIFICATE OF PUBLICATION OF SALE
Filed July 21, 1964

James E. Thompson, Jr.
Attorney -at-law
117 Lawyers' Row
Centreville, Maryland

ASSIGNEE'S SALE
OF VALUABLE
REAL ESTATE
Stevensville (Fredericktown), Maryland

The undersigned Assignee for the purpose of foreclosure under and by virtue of assignment of a Mortgage from Thomas Alvin Johns and Viola Yvonne Johns, his wife, to Nationwide Homes of Salisbury, Inc., dated January 23, 1962, recorded January 30, 1962, in Liber T.S.P. No. 64, folio 395, a Land Record for Queen Anne's County, said Mortgage being in default will offer at public sale to the highest bidder in front of the Court House Door, Centreville, Queen Anne's County, Maryland, on

TUESDAY, JULY 14, 1964
At 10:00 O'clock A.M., (DST)

THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in a settlement known as Fredericktown and having been owned by Henry Bailey, since deceased, and adjoins the lands of one Bradford Nickerson, and being the same land and premises which was granted and conveyed unto Benjamin Grollman by J. William Keith, Treasurer of Queen Anne's County, State of Maryland, by deed of conveyance bearing date the 25th day of May, 1936, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber W.H.C., No. 3A, folio 132, and being also the same and all of the land granted and conveyed unto Thomas A. Johns and Viola Y. Johns, his wife, by Harrison Johns and Maude Johns, his wife, by deed dated October 14, 1961, recorded February 20, 1962, in Liber T. S.P., No. 64, folio 555.

The above described property is improved by a one-story frame dwelling house.

TERMS OF SALE: One-tenth of the purchase money in cash or certified check on day of sale. The balance thereof upon final ratification of the sale by the Circuit Court for Queen Anne's County, or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Assignee.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, and other costs of transfer to be at the 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

William J. Barcus, Jr., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 21, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale in the case of Thomas Johns & Viola Johns to Nationwide Homes of Salisbury 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 14 day of July, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of June 1964, and the last insertion on the 9 day of July, 1964.

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed July 21, 1964

ORDER NISI ON SALE
Filed July 21, 1964

ORDER NISI ON SALE

JAMES E. THOMPSON, JR.
Assignee for the Purpose
of Collection By Foreclosure
or Otherwise

vs.

THOMAS ALVIN JOHNS and
VIOLA YVONNE JOHNS, his wife.In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4636

ORDERED, this 21st day of July, 1964, 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 21st day of August, 1964 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 14th day of August, 1964.

The report states the amount of sales to be \$4,000.00.

CHARLES W. CECIL, ClerkFiled July 21, 1964CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 21, 1964

ORDER NISI ON SALE

James E. Thompson, Jr.,
Assignee for the Purpose of Col-
lection By Foreclosure or
Otherwise

vs.

Thomas Alvin Johns and
Viola Yvonne Johns, his wifeIn the Circuit Court
for Queen Anne's County
In EquityCause No. 4636

ORDERED, this 21st day of July, 1964, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, by ratified and confirmed, on or after the 21st day of August, 1964, 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 14th day of August, 1964.

The report states the amount of sales to be \$4,000.00.

CHARLES W. CECIL, ClerkFiled: July 21, 1964
True Copy
Test:CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 21, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case of James E. Thompson, Jr., Assignee, vs. Thomas Alvin Johns and Viola Yvonne Johns, Equity Case No. 4636 in the Circuit Court for Queen Anne's County 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 3 successive weeks before the 13th day of August, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of JULY 1964, and the last insertion on the 13th day of AUGUST, 1964.

THE RECORD-OBSERVER CORPORATION

By JULIA B. SAUSE

Filed Aug. 21, 1964

FINAL ORDER OF RATIFICATION
Filed Aug. 24, 1964

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
In Equity No. 4636

vs.

THOMAS ALVIN JOHNS and
VIOLA YVONNE JOHNS, his wife
Stevensville, Maryland

* * * * * ***** * * * * * * * * * *

FINAL ORDER OF RATIFICATION

IT IS this 24th day of August, 1964, for the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, 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 Assignee making said sale is allowed the usual commissions and such expenses not personal as he shall produce vouchers for to the auditor.

J DEWEESE CARTER
JUDGE

Filed Aug. 24, 1964

REPORT OF AUDITOR
Filed Aug. 25, 1964

JAMES E. THOMPSON, JR.
Assignee, etc.,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

THOMAS ALVIN JOHNS, et al.

In Equity No. 4636

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 for the purpose of collection by foreclosure or otherwise (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 total mortgage deficiency as per statement of debt appears to be in the sum of \$3,620.92, which includes the sum of \$3,222.02 due on the mortgage debt and the sum of \$398.90 due as commissions per terms of the mortgage note secured thereby.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, and the balance has been directed to be paid to the Assignee of said mortgage as a partial payment on the mortgage indebtedness and commissions due thereon.

3. That filed herewith as Exhibit No. 1 to this audit is the promissory note secured by said mortgage foreclosure.

Respectfully submitted,

J THOMAS CLARK
Auditor

August 25, 1964

Filed Aug. 25, 1964

Cause No. 4636

The proceeds of the sale of real estate reported in this cause, in account with James E. Thompson, Jr., Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1964
Aug. 24 By proceeds of the sale of land, per report of vendor, to wit:-----\$4,000.00

Dr.

To James E. Thompson, Jr., Assignee
of the mortgage foreclosed in
these proceedings (and vendor)

Demand or presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

Witness: Jack Hearn

THOMAS A. JOHNS **** (SEAL)**
Thomas A. Johns (Husband)

Payable at the office of
NATIONWIDE HOMES Incorporated
Collingsville Virginia
(City) (State)
Box 306

VIOLA Y. JOHNS (SEAL)
Viola Y. Johns (His wife)

Corporate
Seal

Filed Aug. 25, 1964

CERTIFICATE OF NOTICES MAILED
Filed Aug. 25, 1964

JAMES E. THOMPSON, JR.
Assignee, etc.,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

In Equity No. 4636

THOMAS ALVIN JOHNS, et al.

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 25, 1964, the date the audit was filed in the above entitled cause in this court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Dixie Realty Inc.
P. O. Box 1064
Martinsville, Virginia

Nationwide Homes of Salisbury Inc.
Collinsville, Virginia

Thomas Alvin Johns and
Viola Yvonne Johns
Stevensville, Maryland

James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 25, 1964, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before September 9, 1964, and if no exceptions are filed within said time, the account may thereupon be ratified on September 10, 1964.

J THOMAS CLARK
Auditor

Filed Aug. 25, 1964

NISI RATIFICATION OF AUDIT
Filed Aug. 25, 1964

NISI RATIFICATION OF AUDIT

James E. Thompson, Jr., Assignee
for the Purpose of Collection by
Foreclosure or Otherwise

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

VS.

Thomas Alvin Johns and
Viola Yvonne Johns, his wife

Cause No. 4636

ORDERED, this 25th. day of August, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th. day of September, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Aug. 25, 1964

AFFIDAVIT BY PURCHASERS
Filed Sept. 8, 1964

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. 4636

THOMAS ALVIN JOHNS and
VIOLA YVONNE JOHNS, his wife
Stevensville, Maryland

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AFFIDAVIT BY PURCHASERS

STATE OF VIRGINIA

COUNTY OF HENRY , Sct:

I HEREBY CERTIFY, that on this 31 day of Aug., 1964, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARL W. GREENE, Vice Pres. of the Dixie Realty, Inc. and made oath in due form of law as follows:

That it was not acting as Agent for anyone in purchasing the real estate sold in this Cause.

That no other persons are interested in said sale as Principals:

That it has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

EMMA W. PRICE
Notary Public

Filed Sept. 8, 1964

FINAL RATIFICATION OF AUDIT
Filed Sept. 10, 1964

James E. Thompson, Jr.,
Assignee for the Purpose of
Collection by Foreclosure
or Otherwise

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

vs.

Thomas Alvin Johns and
Viola Yvonne Johns, his wife

No. 4636

FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. day of September, 1964, 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 James E. Thompson, Jr., Assignee for the purpose of collection by foreclosure or otherwise, 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 Sept. 10, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Ninth day of March, in the year nineteen hundred and sixty four, the following Petition was brought to be recorded, to wit:-

THE CHESAPEAKE VIEW COMPANY : IN THE
vs. : CIRCUIT COURT FOR
FRANCIS J. BODANI : QUEEN ANNE'S COUNTY
ANNE E. BODANI, his wife : (In Equity)
800 W. 37th. Street :
Baltimore 11, Maryland :

: :

PETITION FOR FORECLOSURE OF LAND INSTALLMENT CONTRACT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of The Chesapeake View Company, by Eugene Hettleman its attorney, respectfully presents:

1. That heretofore on July 29, 1962, Chester Beach, Inc. entered into a standard land installment contract with the Defendants, Francis J. Bodani and Anne E. Bodani, his wife, for the sale of all that lot of ground lying in the fourth election district of Queen Anne's County and being known as lot No. 29 in Block B in the development known as Romancoke on the Bay, improved by a one story frame dwelling, all of which will be more particularly shown by reference to said contract, which is filed herewith, and entitled "Petitioner's Exhibit Number One".

2. The said Chester Beach, Inc. did thereafter sell said property, subject to said Land Installment Contract, and the rights under said Land Installment Contract, unto the Plaintiff.

3. That the said Defendants have defaulted in the payments contemplated to be made under said Land Installment Contract.

4. That your Petitioner has duly notified the Defendants by certified mail of their default and of its intention to terminate said contract and foreclose thereon, which is more particularly shown by reference to said notice and the return registered receipt, which are filed herewith and marked "Petitioner's Exhibit Number Two".

5. That the Defendant have failed to cure said default in accordance with the provisions of said notice, although the time therefore has expired.

WHEREFORE, Your Petitioner prays:

1. That this Court may pass a decree for the foreclosure of said Land Installment Contract.

2. And such other and further relief as its case may require.

And as in duty bound, etc.

EUGENE HETTLEMAN
Eugene Hettleman
5 Guilford Avenue
Baltimore 2, Maryland
Plaza 2-3169
Attorney for Petitioner

Filed Mar. 9, 1964

STANDARD LAND INSTALLMENT CONTRACT - Petitioner's Exhibit #1.
Filed March 9, 1965

STANDARD LAND INSTALLMENT CONTRACT

This Agreement of Sale, made this 29th day of July, 1962, between CHESTER BEACH, INC., who resides at _____ and whose post-office address is Stevensville, Maryland Seller, and FRANCIS J. BODANI and ANNE E. BODANI, his wife, who resides at 800 West 37th Street, Baltimore-11, Maryland and whose post-office address is 800 West 37th Street, Baltimore-11, Maryland, Buyers.

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 Fourth Election District, Queen Anne's County, Stevensville, Maryland, better known as Lot 29, Block B, in the development known as ROMANCOKE on the BAY, improved by a one story frame dwelling, subject however, to the Covenants and Restrictions for Romancoke on the Bay as recorded at Centreville, Maryland, a copy of which Covenants and Restrictions have been received by the Buyers.
at and for the cash price of - - - - - (a) \$ 11,000.00
Fees and other charges, if any - - - - - (b) \$ _____
Cost to Buyer of insurance coverage, if any, from date of contract,
for the payment of which credit is to be extended to Buyer - - - - (c) \$ _____

Insurance, covering loss by fire, _____

in the amount of \$11,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires _____

Total Purchase Price (Sum of Items (a), (b) and (c) above) - - - -	(d)	\$ 11,000.00
Paid on account by Buyer at or before execution of this contract -	(e)	\$ 1.00
Principal balance owed by Buyer (Item (d) less Item (e)) - - - -	(f)	\$ 10,999.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) Nichols Realty Company, Kent Island Shopping Center, Stevensville, Md. in consecutive (monthly) installments of \$90.33 each, which shall severally become due and payable on the 30th day of each and every (month)(week) beginning with the first installment due on the 30th day of August, 1962.

Interest at 6% per annum (not to exceed 6% per annum) on present unpaid balance of purchase price.

Annual Ground Rent (if any) - - - - -	\$ none
Present Annual Taxes - - - - -	\$ 89.86
Estimated Annual Water Rent - - - - -	\$ none
Insurance Premiums - - - - -	\$ 48.40
Other Public Charges, as follows: - - - - -	\$

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1957 Ed.) 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.

The Seller shall (1) annually within thirty days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year, furnish a statement to the Buyer showing:

- (a) The total amount paid for-
 - (1) Ground rent, if any;
 - (2) Insurance;
 - (3) Taxes and other periodic charges;
- (b) The amount credited to principal and interest; and
- (c) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for Buyer'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, and referred to in, Section 112(7) of Article 21, Annotated Code of Maryland (1957 Ed.). When any mortgage or mortgages is or are executed pursuant to the Seller's demand, under this paragraph, Buyer shall be liable for the expenses set forth in said Section 112(7) of Article 21, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

Any such mortgage or mortgages executed under the provisions of the above paragraph shall be for such term as may be required to amortize completely said unpaid 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 referred to herein, upon the payment of periodic amounts for principal and interest not greater than those required under this contract, except with Buyer's consent, which consent may be evidenced by Buyer's execution of such mortgage or mortgages.

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 understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

It is understood and agreed that the Seller has the right to put this sale into a building association at any time, and Buyers agree to pay settlement costs, plus adjustment of taxes, etc.

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 112(6) of Article 21, Annotated Code of Maryland (1957 Ed.).

THE SELLER HAS/HAS NOT RECEIVED WRITTEN NOTICE FROM ANY 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 all other public charges, on an annual basis, against the premises shall be apportioned as of the date of this contract, or as of the date the right of possession shall be given, if later than the date of this contract; and the said parties hereto hereby bind themselves, their heirs, executors, administrators and assigns, 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 Section 113 and 115 and Article 21, Annotated Code of Maryland (1957 Ed.), and Rule 1394, Maryland Rules of Procedure. 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 Section 115 of Article 21. 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. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where 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.

CHESTER BEACH, INC.

CATHARINE C. WALLMAN
Witness

DAVID B. NICHOLS Pres. (SEAL)
Seller's Signature

Corporate Seal.

Date signed by Seller, August 6, 1962.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

JOSEPH MROCZEK
Witness

FRANCIS J. BODANI (SEAL)
Francis J. Bodani Buyer's Signature

For Both
Witness

ANNE E. BODANI (SEAL)
Anne E. Bodani Buyer's Signature

Dated signed by Buyer, _____, 19____.

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 29th day of July, 1962.

JOSEPH MROCZEK
Witness

FRANCIS J. BODANI Buyer

FOR BOTH
Witness

ANNE E. BODANI Buyer

Filed Mar. 9, 1964

AFFIDAVIT
Filed Mar. 9, 1964

AFFIDAVIT IN COMPLIANCE WITH
ARTICLE 21 SECTION 113

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 6th day of March, 1964, before the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Clarence M. Plitt, agent for the Chesapeake View Company, and made oath in due form of law that he did comply with the provisions of Article 21 Section 113 of the Annotated Code by sending the anned notice to the defendants, and receiving the postal receipt therefor which is attached thereto.

EUGENE HETTLEMAN
Notary Public

Filed Mar. 9, 1964

Copy of letter and the Return Receipt with signature of Francis J. Bodani and Anne E. Bodani on it and date Delivered 1/25/64.

STATEMENT OF MORTGAGE CLAIM
Filed Mar. 9, 1964

THE CHESAPEAKE VIEW COMPANY	:	IN THE
vs.	:	CIRCUIT COURT OF
FRANCIS J. BODANI	:	QUEEN ANNE'S COUNTY
ANNE E. E. BODANI, his wife	:	(IN EQUITY)

STATEMENT OF MORTGAGE CLAIM

Balance under land installment contract July 29, 1962	\$10,999.00
Taxes for 1962	37.45
Taxes for 1963	92.78
Insurance	48.40
	<u>11,177.63</u>
Paid on account, less interest to February 21, 1964	102.35
Balance due as of February 21, 1964	<u>\$11,075.28</u>

STATE OF MARYLAND, CITY OF BALTIMORE;

I hereby certify that on this 6th day of March, 1964, before the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Howard Fenton, President of The Chesapeake View Company, and made oath in due form of law that the matters and facts contained in the foregoing statement of mortgage claim are true and correct.

Notary
Public
Seal.

EUGENE HETTLEMAN
Eugene Hettleman, Notary Public

Filed Mar. 9, 1964

DECREE
Filed Mar. 9, 1964

THE CHESAPEAKE VIEW COMPANY : IN THE
 vs. : CIRCUIT COURT FOR
 FRANCIS J. BODANI : QUEEN ANNE'S COUNTY
 ANNE E. BODANI, his wife : (In Equity)
 :
 :

.....

DECREE

The Petition and Exhibits in the above case having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 9th day of March, 1964, by the Circuit Court of Queen Anne's County, (In Equity), adjudged, ordered, and decree, that the property described in the Land Installment Contract filed in these proceedings be sold, that Eugene Hettleman be and he is hereby appointed the Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall 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 \$12,000.00, 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 notice by advertisement, inserted in a weekly newspaper or newspapers published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than 15 days prior to sale, and the last such publication to be not more than one week prior to sale, of the time, place, manner and terms of sale, which shall be cash, deposit of \$1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale, and in accordance with the ruly of Court, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the 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 payment of the whole purchase money, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, conveyed to the purchaser or purchasers, his, her, or their assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, 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 cost 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 herein before decreed shall be made, a statement of the claim, duly verified by affidavit, as required by law, be filed in this cause.

THOS. J. KEATING, Jr.
JUDGE

Filed Mar. 9, 1964

CERTIFIED COPY OF BOND
Filed April 10, 1964

RECEIVED FOR RECORD Apr. 10, 1964

FIDELITY and DEPOSIT COMPANY
HOME OFFICE OF MARYLAND BALTIMORE 3
Bond No. 77 96 373

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene Hettleman, 5 N. Guilford Avenue, Baltimore, 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 Twelve Thousand and 00/100 (#12,000.00) 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 8th day of April in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Eugene Hettleman by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Chesapeake View Company

vs.
Francis J. Bodani and Anne E. Bodani, his wife
now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Eugene Hettleman 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:

JOSEPH HETTLEMAN
Joseph Hettleman, as to Trustee

EUGENE HETTLEMAN (SEAL)
Eugene Hettleman

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By SHARON GREER
Sharon Greer As to Surety

By CLINTON A. KILLAM, Jr.
Clinton A. Killam, Jr.
Attorney-in-Fact

Corporate
Seal

Security approved and Bond filed
April 10, 1964.

CHARLES W. CECIL, Clerk

Certified Copy of Power of Attorney attached.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 45, 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 10th day of April in the year nineteen hundred and sixty-four.

Circuit
Court
Seal.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed April 13, 1964

THE CHESAPEAKE VIEW COMPANY

vs

FRANCIS J. BODANI
ANNE E. BODANI, his wife

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

(IN EQUITY)

Equity No. 4611

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Eugene Hettleman, trustee appointed by the decree in the above entitled cause to make sale of Lot 29, Block B, in the development known as Romancoke on the Bay, 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 having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Queen Anne's Record-Observer, a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee, Eugene Hettleman, did pursuant to said notice on Saturday, the 11th day of April, 1964, at 2 o'clock p.m., attend on the said premises and then and there sold the said property to Chesapeake View Company, Inc., in fee simple for the sum of \$2,000.00, it having bid the greatest price therefor.

EUGENE HETTLEMAN
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 13th day of April, 1964, before the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Eugene Hettleman, trustee, and made oath 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.

Notary
Public Seal.

JOSEPH HETTLEMAN
Notary Public

Filed April 13, 1964

PURCHASER'S CERTIFICATE
Filed April 13, 1964

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 11th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Clarence M. Plitt, purchaser at the foreclosure sale in this cause, and made oath in due form of law that, or he purchased same as agent and his principal is Chesapeake View Company, and that he has not directly or indirectly discouraged anyone from bidding for the said _____, mentioned in the said Report of Sale.

CHESAPEAKE VIEW COMPANY INC.
C. M. PLITT - Agent (SEAL)
Purchaser

ALEXANDER COOPER
Notary Public

Filed April 13, 1964

Notary
Public
Seal.

AUCTIONEER'S AFFIDAVIT
Filed April 13, 1964

vs.

IN THE
CIRCUIT COURT
OF
Queen Anne's County,
In Equity

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum of consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

BY: JOSEPH A. COOPER

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 13th day of April, 1964

BESSYE KAHN
Notary Public

Filed April 13, 1964

Notary Public
Seal.

ALEX COOPER AUCTIONEER - REALTOR - APPRAISER

Office: Plaza 2-4868
Res.: Rogers 4-0091

April 13, 1964

212 N. Calvert Street
Baltimore 2, Maryland

Name Eugene Hettleman, Trustee
Address 5 Guilford Avenue

Reference: Public Auction Sale --
Lot 29, Block B. Romancoke on the Bay,
Queen Annes County, Md.

Auction Fee \$50.00
Queen Anne's Record-Observer 40.63
\$90.63

MILITARY AFFIDAVIT
Filed April 13, 1964

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

THE CHESAPEAKE VIEW COMPANY

vs.

IN THE
CIRCUIT COURT OF QUEEN ANNE'S

FRANCIS J. BODANI)
ANNE E. BODANI, his wife)

COUNTY

(IN EQUITY)

Docket _____ Folio _____

No. 4611 Equity

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 Eugene Hettleman, Trustee 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.

EUGENE HETTLEMAN
Affiant.

Subscribed and sworn to before me
this 11 day of April 1964

JOSEPH HETTLEMAN
Notary Public

Notary
Public
Seal.

Filed April 13, 1964

ORDER NISI ON SALE
Filed April 13, 1964

ORDER NISI ON SALE

The Chesapeake View Company)

vs.)

Francis J. Bodani and Anne E. Bodani, his wife.)

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4611

ORDERED, this 13th. day of April, 1964, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 14th. day of May, 1964, 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 May, 1964.

The report states the amount of sales to be \$2,000.00.

CHARLES W. CECIL Clerk

Filed April 13, 1964

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE
Filed May 29, 1964

ORDER NISI ON SALE

The Chesapeake View Company

vs.

Francis J. Bodani and
Anne E. Bodani, his wife

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

Cause No. 4611

ORDERED, this 13th day of April, 1964, that the sale of the real property, made and reported in this cause by Eugene Hettleman, Trustee, be ratified and confirmed, on or after the 14th day of May, 1964, 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 May, 1964.

The report states the amount of sales to be \$2,000.00.

CHARLES W. CECIL, Clerk

Filed: April 13, 1964.

True Copy

Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 25, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the case of The Chesapeake View Compay vs. Francis J. Bodani and Anne E. Bodani, his wife, Cause No. 4611 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 three successive weeks before the 7th day of May, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of April 1964, and the last insertion on the 30th day of April, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS
Jean P. Stearns

Filed May 29, 1964

CERTIFICATE OF PUBLICATION OF
TRUSTEE'S SALE
Filed June 12, 1964

Eugene Hettleman, Solicitor
5 Guilford Avenue
Baltimore 2, Md.

TRUSTEE'S SALE
OF VALUABLE
FEE-SIMPLE
DWELLING PROPERTY

Lot 29, Block B
Romancoke on the Bay,
Queen Anne's County, Md.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, in the case entitled The Chesapeake View Company Vs. Francis J. Bodani and Anne E. Bodani, his wife, decree for sale under a land installment contract, the undersigned, Trustee, will sell at public auction on the premises, on SATURDAY, APRIL 11, 1964 At 2 O'Clock P.M.

BEING all that lot of ground lying in the 4th Election District of Queen Anne's County, Maryland, and being known as Lot No. 29 in Block B in the development known as Romancoke on the Bay. Property in fee simple and improved by a 1-story frame dwelling.

TERMS OF SALE: Cash. A deposit of \$1,000 will be required of the purchaser at time and place of sale, balance upon ratification of the sale by the Circuit Court for Queen Anne's County, in Equity. All expenses to be adjusted from the date of sale. Interest to be charged on the unpaid purchase price from date of sale to date of settlement. All documentary stamps and county transfer charges, if any, to be paid by the purchaser.

EUGENE HETTLEMAN, Trustee
Alex Cooper Auctioneers, Inc.
212 N. Calvert Street
Baltimore 2, Md.

Plaza 2-4868

4t-4-9

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 9, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale in the case The Chesapeake View Co Vs Francis J. Bodani and Anne E. Bodani 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 11 day of April, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19 day of March 1964, and the last insertion on the 9 day of April, 1964

THE RECORD-OBSERVER CORPORATION

By M. L. WALTERS

Filed June 12, 1964

FINAL ORDER OF RATIFICATION OF SALE
Filed June 12, 1964

THE CHESAPEAKE VIEW COMPANY

vs.

FRANCIS J. BODANI

ANNE E. BODANI, HIS WIFE

IN THE
CIRCUIT COURT

-OF-

QUEEN ANNE'S COUNTY

(IN EQUITY)

Equity No. 4611

ORDERED BY THE COURT, This 12th day of June, 1964, that the sale made and reported by the Trustee, Eugene Hettleman Trustee to The Chesapeake View Company 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

THOS. J. KEATING, Jr.

Filed June 12, 1964

REPORT AND ACCOUNT OF AUDITOR
Filed July 9, 1964

THE CHESAPEAKE VIEW COMPANY

vs.

FRANCIS J. BODANI
ANNE E. BODANI, his wife

IN THE CIRCUIT COURT OF
QUEEN ANNE'S COUNTY

IN EQUITY
No. 4611

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 Eugene Hettleman, Trustee (and vendor) of the land installment contract foreclosed in this cause; wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceeding and the amount due under the land installment contract. The land installment contract deficiency appears to be in the sum of \$9,500.58.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report, and interest on the unpaid portion of the purchase price, and is allowed thereafter, the following expenses of sale, to wit: court costs, bond premium, the costs of publishing the notice of sale, the costs of publishing the order nisi of sale, the vendor's share of the first six months of the 1964 tax bill, the maximum allowed under the Local Rules for the Second Judicial Circuit of Maryland, the reference to said rule being set forth in the account and being \$25.00 less than the amount claimed by the auctioneer as his fee for his services for crying the sale of the real estate sold in this cause, there being no order of court authorizing a larger fee for said auctioneer in this cause, the vendor's commission for making said sale, the fee of your auditor for stating this account, and the balance has been directed to be paid to the mortgagee as a partial payment on the land installment contract indebtedness.

Respectfully submitted,

June 30, 1964

J. THOMAS CLARK
Auditor

Filed July 9, 1964

Cause No. 4611

The proceeds of the sale of real estate reported in this cause, in account with Eugene Hettleman, Trustee, of the Land Installment Contract foreclosed in this cause (and vendor of said land)

Cr.

1964

Apr. 11 By proceeds of the sale of land, per report of vendor, to wit: \$2,000.00

By interest on unpaid portion of purchase price, for one month and twenty days, per statement of vendor, to wit:--- 8.33
 By total proceeds of sale, to wit:----- \$2,008.33

Dr.

To Eugene Hettleman, Trustee, (and vendor), his commissions for making said sale, per order of Court----- \$200.84
 To do., for an amount paid Charles W. Cecil, Clerk, as partial payment on court costs, per receipt exhibited, to wit:---- 15.00
 To do., for an amount due Charles W. Cecil, Clerk, for court costs in this cause, per statement exhibited, to wit:--
 1-Costs of Charles W. Cecil, Clerk-----\$18.80
 2-Appearance fee of Eugene Hettleman, Atty----- 10.00 28.80
 To do., for an amount paid Fidelity and Deposit Company of Maryland for the premium on the corporate surety bond filed in this case, per receipt exhibited, to wit: 48.00
 To do., for an amount allowed and paid Alex Cooper, aucitoneer, for crying said sale in accordance with Rule 1300 (b), Local Rules for The Second Judicial Circuit of Maryland, per receipt showing payment, to wit:----- 25.00
 To do, for an amount paid Alex Cooper, auctioneer, for advertising Notice of Sale in the Queen Anne's Record-Observer, per receipt exhibited, to wit: 40.63
 To do, for an amount paid Queen Anne's Record-Observer for publishing the Order Nisi of sale, per receipt exhibited, to wit:----- 14.00

June 30, 1964

J. THOMAS CLARK
Auditor

To do., for an amount allowed as vendor's share of accrued 1964 taxes on the real estate sold in this cause, per settlement sheet, to wit:----- \$25.36
 To J. Thomas Clark, auditor, for stating this audit, the sum of 36.00
 To The Chesapeake View Company as a partial payment on the indebtedness due under terms of the land installment contract foreclosed herein in the sum of \$11,075.28, as per statement of indebtedness filed in this cause, the balance, or the sum of 1,574.70
 \$2,008.33 \$2,008.33

June 30, 1964

J. THOMAS CLARK
Auditor

Filed July 9, 1964

CERTIFICATE OF NOTICES MAILED
Filed July 9, 1964

THE CHESAPEAKE VIEW COMPANY

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

FRANCIS J. BODANI
ANNE E. BODANI, his wife

IN EQUITY

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 9, 1964, he did by U. S. Mail (First Class prepaid) notify the following interested parties to this cause of the filing of the audit in the same, to wit:

Francis J. Bodani
800 West 37th Street
Baltimore 11, Maryland

Anne E. Bodani
800 West 37th Street
Baltimore 11, Maryland

Chesapeake View Company
c/o Eugene Hettleman
5 Guilford Avenue
Baltimore 2, Maryland

Eugene Hettleman
5 Guilford Avenue
Baltimore 2, Maryland

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, the undersigned did notify each of them that said account was filed on July 9, 1964, with the Clerk of the Circuit Court of Queen Anne's County, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 24, 1964, and if no exceptions to the same that the same will be ratified on July 27, 1964.

J. THOMAS CLARK
Auditor

Filed July 9, 1964

NISI RATIFICATION OF AUDIT
Filed July 9, 1964

NISI RATIFICATION OF AUDIT

The Chesapeake View Company	)	In the Circuit Court
vs.	)	for Queen Anne's County
Francis J. Bodani and	)	In Equity
Anne E. Bodani, his wife	)	Cause No. 4611
)	
)	

ORDERED, this 9th. day of July, 1964, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th. day of July, 1964, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 9, 1964.

FINAL RATIFICATION OF AUDIT
Filed July 27, 1965

The Chesapeake View Company	)	In THE CIRCUIT COURT FOR
vs.	)	QUEEN ANNE'S COUNTY
Francis J. Bodani and	)	IN EQUITY
Anne E. Bodani, his wife	)	Cause No. 4611

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th. day of July, 1964, 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 Eugene Hettleman, Trustee, 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, Maryland.

Filed July 27, 1964.

ORDER FOR WRIT OF FI FA
Filed Oct. 26, 1964

THE CHESAPEAKE VIEW COMPANY	:	IN THE
VS	:	CIRCUIT COURT OF
FRANCIS J. BODANI	:	QUEEN ANNE'S COUNTY
ANNE E. BODANI, his wife	:	(IN EQUITY)
	:	No. 4611 Equity

ORDER FOR WRIT OF FI FA

MR. CLERK:

Please issue a writ of fiere facias on the judgment in personam rendered in the above entitled case, and make the same returnable to the November return date.

EUGENE HETTLEMAN
Eugene Hettleman
Attorney for Plaintiff

Filed Oct. 26, 1964

INSTRUCTIONS TO SHERIFF
Filed Oct. 26, 1965

THE CHESAPEAKE VIEW COMPANY	:	IN THE
vs	:	CIRCUIT COURT OF
FRANCIS J. BODANI	:	QUEEN ANNE'S COUNTY
ANNE E. BODANI, his wife	:	(IN EQUITY)
	:	Equity No. 4611

INSTRUCTIONS TO SHERIFF

MR. SHERIFF:

Please levy upon and sell all the right, title, and interest of the defendants Francis J. Bodani and Anne E. Bodani, his wife, in and to all that lot of ground situate and lying in the Fourth Election District of Queen Anne's County, on Kent Island, and known as follows:

All that lot and a half known as Lot No. 6, and the northernmost half of Lot No. 7, in Block C, as shown on the plat of Romancoke on the Bay, made by William D. Purdum Registered Surveyor, dated August 15, 1952 and recorded among the land records of Queen Anne's County in Plat Book TSP 6 folio 330

Please inform the undersigned when a levy has been made on the foregoing.

EUGENE HETTLEMAN
Eugene Hettleman
Attorney for Plaintiff
220 E. Lexington Street
Baltimore, 2, Maryland
Plaza 2-3169.

Filed Oct. 26, 1964

FI FA
Filed Nov. 2, 1964.

(FI FA)

THE STATE OF MARYLAND

To the Sheriff of Queen Anne's County, Greeting:

Seal's
Place

WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the First Tuesday of March in the year of our Lord, one thousand nine hundred and sixty four, a certain The Chesapeake View Company by judgment in personam of the same Court, recovered against a certain Francis J. Bodani and Anne E. Bodani, his wife, 800 W. 37th. Street, Baltimore 11, Maryland,

as well the sum of Nine Thousand Five Hundred dollars and Fifty Eight cents, with interest from the 27th. day of July 1964 and Eleven dollars and thirty cents for its costs and charges by it about its suit laid out and expended, whereof the said Francis J. Bodani and Anne E. Bodani, his wife, are convict, as it appears of record:

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and

tenements of the said Francis J. Bodani and Anne E. Bodani, his wife, being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in the said County, on the First Monday of November next, to render unto the said The Chesapeake View Company the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ:

WITNESS, the Honorable J. DeWeese Carter Chief Judge of our said Court, the 5th. day of October in the year of our Lord, nineteen hundred and sixty four.

Issued this 26th. day of October 1964

Attorney for Plaintiff
Eugene Hettleman
5 Guilford Avenue
Baltimore 2, Maryland

CHARLES W. CECIL Clerk

Filed Nov. 2, 1964

And on the back of the foregoing are the following endorsements, to wit:-

This Writ of Fieri Facias received by me this 26 - day of October 1964, at the hour of 3:45 P.M. JOSEPH S. QUIMBY Sheriff of Queen Anne's County, Md.

Levied as per schedul_ attached this 1st day of November, 1964 JOSEPH S. QUIMBY Sheriff.

SCHEDULE

Filed Nov. 2, 1964

A SCHEDULE of the goods and chattels, lands and tenements of Francis J. Bodani and Ann E. Bodani seized and levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of The Chesapeake View Company vs. Francis J. Bodani & Ann E. Bodani I have seized and levied on the following property to wit:

All the right, Title, and interest of the defendants Francis J. Bodani and Anne E. Bodani, his wife, in and to all that lot of ground situate and lying in the Fourth Election District of Queen Anne's County, on Kent Island, and known as follows:

All that lot and a half known as lot No. 6, and the northernmost half of Lot No. 7, in block C, as shown on plat of Romancoke on the Bay, made by William D. Purdum Registered Surveyor, dated on August 15, 1952 and recorded among the land records of Queen Anne's County in Plat Book TSP 6 Folio 330.

A.M.B.
11-1-64

Filed Nov. 2, 1964

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

CERTIFICATE OF PUBLICATION OF SHERIFF'S SALE
Filed Dec. 9, 1964

SHERIFF'S SALE
OF VALUABLE FEE SIMPLE
WATERFRONT PROPERTY

By virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County (In Equity) in the case of The Chesapeake View Company vs. Francis J. Bodani and Anne S. Bodani, his wife (Equity No. 4611), I have levied upon, and will sell at the Court House Door, in the City of Centreville, Queen Anne's County, Maryland on DECEMBER 1, 1964 At 1 o'clock p.m. In front of the Court House Door All the right, title, and interest of the defendants, Francis J. Bodani and Anne M. Bodani, his wife, in and to all that lot of ground, situate and lying in the Fourth Election District of Queen Anne's County, on Kent Island, and known as follows:

All that lot and a half known as Lot No. 6, and the northernmost half of Lot No. 7, in Block C, as shown on the plat of Romancoke on the Bay, made by William D. Purdum, Registered Surveyor, dated August 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP 6, folio 330.

Terms of Sale: All cash at time and place of sale.

JOS. S. QUIMBY, Sheriff

Joseph Jackson,

Auct. 3t-11-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. DEC 8, 1964

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the FRANCIS J. BODANI & ANNE S. BODANI in the case/estate of SHERIFF'S SALE a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-

OBSERVER, weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 1 day of DECEMBER, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of NOVEMBER 1964, and the last insertion on the 26 day of NOVEMBER, 1964.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MARY L. WALTERS

Filed Dec. 9, 1964.

REPORT OF SALE
Filed Dec. 9, 1964

THE CHESAPEAKE VIEW COMPANY : IN THE
vs : 3 CIRCUIT COURT OF
FRANCIS J. BODANI : QUEEN ANNE'S COUNTY
ANNE E. BODANI, his wife :
(In Equity)
Equity No. 4611

RETURN OF SHERIFF ON WRIT
OF FIERA FACIAS

The undersigned, Joseph S. Quimby, Sheriff, returns to the Court that after having made a levy as previously returned, and after having given due notice of the time, place, and terms of sale by advertisements published in the Queen Anne's Record Observer on November 12, 1964, November 19, 1964, he proceeded to sell all the right, title, and interest of the defendants in and to the following property:

All that lot of ground situate and lying in the Fourth Election District of Queen Anne's County, on Kent Island, and known as follows: All that lot and a half known as Lot No. 6, and the northernmost half of Lot No. 7, in Block C. as shown on the plat of Romancoke on the Bay, made by William D. Purdum, Registered Surveyor, dated August 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP 6, folio 330.

At the Court House door, in Centreville, on Tuesday, December 1, 1964, to The Chesapeake View Company, for the sum of three hundred dollars, it having offered the greatest price therefor.

And the Sheriff returns that the money received from said sale was paid and distributed as follows:

Auctioneer	\$25.00
Record-Observer	23.75
Plaintiff	7.00
Sheriff Costs	5.50
Notary	1.00
	<u>\$62.25</u>

JOSEPH S. QUIMBY
Joseph S. Quimby, Sheriff

Filed Dec. 9, 1964.

AFFIDAVIT OF SHERIFF
Filed July 20, 1965

THE CHESAPEAKE VIEW COMPANY : IN THE
vs. : 3 CIRCUIT COURT OF
FRANCIS J. BODANI : QUEEN ANNE'S COUNTY
ANNE E. BODANI, his wife, :
(In Equity)
Equity No. 4611

AFFIDAVIT

I, JOSEPH S. QUIMBY, Sheriff of Queen Anne's County, hereby certify that as to the hereinafter described property which I sold at the Court House door on December 1, 1964 that a notice of said sale was posted at the Court House door at least twenty days prior to said sale.

DESCRIPTION

All that lot of ground situate and lying in the Fourth Election District of Queen Anne's County, on Kent Island, and known as follows: All that lot and a half known as Lot No. 6, and the northernmost half of Lot No. 7, in Block C, as shown on the Plat of Romancoke on the Bay, made by William D. Purdum, Registered Surveyor, dated August 15, 1952 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 330.

JOSEPH S. QUIMBY
Joseph S. Quimby, Sheriff.

Subscribed and sworn to before me a Notary Public of the State of Maryland, this 12th day of July, 1965.

Notary Public
Seal.

JUDITH C. CONLEY
Notary Public

I, ALEXIS BUTLER, a Deputy Sheriff of Queen Anne's County, hereby certify that on the first day of November, 1964 I actually went upon the above described property and levied upon same in accordance with the writ of fieri facias issued October 26, 1964.

ALEXIS M. BUTLER
Alexis Butler, Deputy Sheriff of
Queen Anne's County.

Subscribed and sworn to before me, a Notary Public of the State of Maryland, this 12th day of July, 1965.

Notary Public
Seal.

JUDITH C. CONLEY
Notary Public.

Filed July 20, 1965

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of November, in the year nineteen hundred and sixty four, the following Certified Copy of Docket Entries were brought to be recorded, to wit:-

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR
ESTATE OF SALLIE B. JUMP, : TALBOT COUNTY
Lunatic : NO. 1782 CHANCERY.
----- Chy. No. 4667

THIS IS TO CERTIFY, That the following is an excerpt from the docket entries appearing in this Court in the above entitled case;

- 27 Nov. 1929 Petition of Elizabeth J. Eley, daughter & c. and Certificate of two physicians &c filed.
- " " " Order of Court for Writ 'de Lunatico Inquirendo filed.
- " " " Writ issued to the Sheriff of Talbot County.
- 14 Apr. 1930 Copy of Petition, Order of Court with notice of hearing on Wednesday, April we, 1930, at 2 o'clock, P.M. sent to Sheriff of Baltimore City for service on Lunatic.
- 23 " " Inquisition filed.
- 3 May " Decree confirming Inquisition & appointing Elizabeth J. Eley, Committee and Trustee &c filed.
- 9 " " Bond approved & filed.
- 16 Mar. 1951 Petition for authority to report sale of "Coleraine Farm" in Queen Anne's Co. Md. to Elmer Austin Eaton and wife and affidavit fd.
- 7 May " Decree authorizing sale of "Coleraine Farm" to Elmer Austin Eaton fd.
- " " " Report of sale, Order Nisi fd. Copies to Easton Star-Democrat and Queen Anne's Record Observer.
- 17 July " Sale ratified - Order of Court filed.
- 20 Oct. 1964 Petition for authority to convey parcel of land to Elmer Austin Eaton and wife filed.
- " " " Order of Court directing Elizabeth J. Eley, Committee and Trustee to convey property to Elmer Austin Eaton & wife certain land filed.

IN TESTIMONY WHEREOF, I hereunto subscribe mt name and affix the Seal of the Circuit Court for Talbot County, at Easton, this 19th day of November, A. D. 1964.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

Circuit Court
Seal

Filed Nov. 25, 1964

CERTIFIED COPY OF PETITION
AND ORDER OF COURT.
Filed Nov. 25, 1964

IN THE MATTER OF : IN THE CIRCUIT COURT
THE ESTATE OF : FOR TALBOT COUNTY
SALLIE B. JUMP : IN EQUITY
: Chancery No. 1782
:

PETITION FOR AUTHORITY TO CONVEY PARCEL OF
LAND TO ELMER AUSTIN EATON AND WIFE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Peition of Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, respectfully represents:

FIRST: That on or about March 16, 1951, she filed a Petition in this proceeding for authority to report the sale of a farm located in the Sixth Election District of Queen Anne's County, Maryland, called and known as "Coleraine Farm", containing two hundred (200) acres of land, more or less, and located on the public road leading from Wilson's Mill in said County to Hillsboro in Caroline County, adjoining lands then

or formerly owned by Stewart Jackson and the "Barcus Farm" then owned by said Sallie B. Jump.

SECOND: That pursuant to the Order of this Honorable Court, dated May 4, 1951, your Petitioner was authorized and directed to report the sale of said property to Elmer Austin Eaton and Norma Lee Eaton, his wife, and said sale was duly reported to and was ratified and confirmed by this Honorable Court, by Order dated July 17, 1951, all of which will more fully appear by reference to the papers filed in this proceeding in the Circuit Court for Talbot County.

THIRD: That subsequent to said ratification and approval of said sale said farm was duly conveyed or intended to have been conveyed by your Petitioner to the said Elmer Austin Eaton and Norma Lee Eaton, his wife, by Deed dated August 17, 1951, and duly recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 3, folio 114, and the purchasers thereupon took possession of said farm and have been in possession thereof ever since.

FOURTH: That subsequent to the aforesaid conveyance to the said Elmer Austin Eaton and Norma Lee Eaton, his wife, it was discovered that a portion of the farm (later determined to be six and nine-tenths acres (6.9 A.)), intended to have been sold and conveyed to the said Elmer Austin Eaton and Norma Lee Eaton, his wife, was not included in the description contained in the deed thereto, but was actually included in the description in the deed of the adjoining property or "Barcus Farm" also owned by the said Sallie B. Jump, although said parcel had been for many years and is still tilled and used as a part of the farm intended to have been sold and conveyed to the said Elmer Austin Eaton and Norma Lee Eaton, his wife.

FIFTH: That on or about February 6, 1964, your Petitioner entered into a contract to sell the adjoining property or "Barcus Farm" to Franklin C. Gannon and Helen Mae Gannon, his wife, but excepted from said sale the parcel of land hereinabove referred to as having been intended to be included in the description of the land sold and conveyed to the said Elmer Austin Eaton and wife; the agreement of sale providing that your Petitioner should have the reserved or excepted land surveyed and the purchaser supplied with a plat and Certificate of Survey showing said reserved land which should be incorporated in the deed to the said Franklin C. Gannon and wife.

SIXTH: That the sale of the "Barcus Farm" was duly reported to, and ratified and confirmed by this Honorable Court by its Order dated May 14, 1964, and by Deed from your Petitioner to the said Franklin C. Gannon and Helen Mae Gannon, his wife, dated July 31, 1964, and recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 9, folio 458, said "Barcus Farm" was conveyed to the purchasers; said deed excepting from the description of the land therein conveyed the parcel of land intended to have been included in the conveyance to the said Elmer Austin Eaton and wife and used as a part of said Eaton farm; the description of said excepted parcel being fully set forth in said deed, as follows:

"2. That parcel of land on the Southwest portion of this property and adjacent to the farm of Elmer Austin Eaton and wife which is more particularly described by metes and bounds, courses and distances, according to a Certificate of Survey and plat dated May, 1964, by J. Malcolm Bye, licensed land surveyor, as follows, to wit:

BEGINNING at a point in the center of Horse Shoe Road opposite a stone set on the east side of the said road near a fence, thence running with said road North one degree, thirty minutes West, one hundred thirty-six and eight-tenths feet to old original line of Barcus Farm, thence with old original line South fifty-three degrees, thirty minutes East, two hundred ten feet to a point; thence by a new line North fifty-eight degrees, forty-five minutes East, two hundred five feet to a stone in the meadow on North side of a small stream; thence South forty-seven degrees, thirty minutes East, two hundred forty-nine feet to a cedar tree; thence South fifty-four degrees, twenty-five minutes East, one hundred fifty-four and five-tenths feet to a cedar tree; thence South forty-two degrees, thirty-five minutes East, one hundred twenty-six and five-tenths feet to a persimmon tree; thence South forty-two degrees, fifteen minutes East, two hundred twenty-nine feet to a cedar tree; thence South fifty degrees, thirty minutes East, eighty-two feet to a cedar tree; thence South fifty-eight degrees, forty-five minutes East, seventy-three feet to a cedar tree cut off fence post high; thence South fifty-nine degrees, four minutes East, four hundred feet to a stake; thence South ten degrees, thirty-nine minutes East, one hundred forty-three and four-tenths feet to a stake; thence South fifty-one degrees fifty-four minutes East, nine hundred ninety-six and eight-tenths feet to a stake; thence South forty-four degrees, fifty minutes East, one hundred fifty and four-tenths feet to a stake; thence South fifty-nine degrees, eighteen minutes East, eight hundred sixty-six feet to a stake; thence South thirty-four degrees, forty-four minutes East, three hundred feet to the old original division line stone located on the bank of the Tuckahoe Creek; thence with the entire original line of the Barcus Farm, North fifty-three degrees, thirty minutes West, four thousand twenty-nine feet to the beginning of the second line of this description; which point is North one degree, thirty minutes West, one hundred thirty-six and eight-tenths feet from the place of beginning, containing six and nine-tenths acres of land."

SEVENTH: That your Petitioner, in her testimony filed in this proceeding in connection with the sale to the said Franklin C. Gannon and Helen Mae Gannon, his wife, was asked the following question:

"In the Contract of Sale you have reserved a parcel of approximately eight acres of land which is not included in the sale. Will you please state why this parcel is being reserved."

Answering said question your Petitioner testified as follows:

"The adjoining farm was sold in 1951 or 1952 to Mr. and Mrs. Austin Eaton and the small parcel of land that is reserved from this sale was intended to be included in the sale to Mr. and Mrs. Eaton and although they have tilled it ever since they bought the farm we have found that this parcel of land was not included in the

deed to them. After the sale to Mr. and Mrs. Gannon is completed I intend to ask the Court for authority to convey the excepted parcel to Mr. and Mrs. Eaton."

EIGHTH: That in view of the matters and facts above set forth your Petitioner feels that it is proper at this time to file this petition requesting authority from this Honorable Court to convey to the said Elmer Austin Eaton and Norma Lee Eaton, his wife, the parcel of land excluded in the sale and deed to the "Barcus Farm" sold and conveyed to the said Franklin C. Gannon and Helen Mae Gannon, his wife, which parcel of land was intended to have been included in the sale of the "Coleraine Farm" to the said Elmer Austin Eaton and wife and should have been conveyed in the aforementioned deed to them.

Respectfully submitted,

/s/ Elizabeth J. Eley
(Elizabeth J. Eley) Committee and
Trustee of Sallie B. Jump

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of October, in the year one thousand nine hundred and sixty-four, before me, the undersigned officer, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, 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 her knowledge, information and belief.

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

/s/ Helen K. Plummer
(Helen K. Plummer)
Notary Public

(NOTARIAL SEAL.)

ORDER OF COURT

Upon reading and considering the foregoing Petition of Elizabeth J. Eley, Committee and Trustee of Sallie B. Jump, it is this 20th day of October, 1964, by the Circuit Court for Talbot County, in Equity, ORDERED and DECREED that the said Elizabeth J. Eley, Committee and Trustee as aforesaid, be and she is hereby authorized to convey by good and sufficient deed to Elmer Austin Eaton and Norma Lee Eaton, his wife, that portion of the "Barcus Farm" owned by Sallie B. Jump which was excepted from and not included in the sale and deed of the "Barcus Farm" to Franklin C. Gannon and Helen Mae Gannon, his wife, and which was intended to have been sold and conveyed to the said Elmer Austin Eaton and wife as a part of the "Coleraine Farm" which they purchased in 1951; the parcel to be conveyed being fully described and set forth in paragraph SIXTH of the foregoing Petition.

/s/ J. DeWeese Carter
Judge

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true copy of a Petition and Order of Court as filed in the office of the Clerk of the Circuit Court for Talbot County, in the above entitled case, on October 20, 1964, No. 1782.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton on this 22nd day of October A.D., 1964.

Circuit Court
Seal.

JOHN T. BAYNARD
Clerk of the Circuit Court for Talbot County.

Filed Nov. 25, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of June, in the year nineteen hundred and sixty five, the following Bill was brought to be recorded, to wit:-

HARRY A. SMITH and
EVELYN G. SMITH, his wife,
109 S. College Avenue,
Chestertown, Maryland.

IN THE
CIRCUIT COURT

vs.

CHARLES J. MEEKINS
CARRIE LOUISE MEEKINS, his wife,
Crumpton, Maryland.

FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY NO. 4635

* * * * *

BILL FOR SPECIFIC PERFORMANCE
AND
DECLARATION OF TITLE BY ADVERSE POSSESSION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry A. Smith and Evelyn G. Smith, his wife, by Ernest S. Cookerly, their Solicitor, respectfully represents unto your Honors:

1. That on the first day of March, 1964, Harry A. Smith and Evelyn G. Smith, his wife, Vendors, and Charles J. Meekins and Carrie Louise Meekins, Vendees, entered into a written contract of sale, (a copy of which is filed herewith as Complainants' Exhibit No. 1) which provides for the purchase of Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, as designated on the Town Plat of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, at and for the sum of Nine Thousand Five Hundred (\$9,500.00) Dollars, of which the sum of One Hundred (\$100.00) Dollars earnest money has been paid as a down-payment, and the balance of Nine Thousand Four Hundred (\$9,400.00) Dollars was to be paid unto your Complainants on or before May 15, 1964, the settlement date in said contract. The property aforesaid is described as follows:

ALL those pieces or parcels of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in the Town of Crumpton, and more particularly described as follows, to wit:

Five (5) building lots, being Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, as designated on the Town Plat of Crumpton; these lots fronting on Pine Street as laid out by the aforesaid plat, and each having a uniform frontage on said Pine Street of thirty (30) feet and a uniform depth of one hundred and twenty (120) feet.

Being all those lots of land as described in a deed dated October 4, 1954, from Arthur S. Hock, et ux, to Harry A. Smith, et ux, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 18, folio 439.

2. That Harry A. Smith and Evelyn G. Smith have been advised by Charles J. Meekins and Carrie Louise Meekins, his wife, under letter dated May 10, 1964, that they are not going to complete the purchase of said property and have demanded the return of the One Hundred (\$100.00) Dollars down-payment, giving as a reason that they do not believe that the said Harry A. Smith and Evelyn G. Smith, his wife, have a good and merchantable title to the premises; said letter being filed herewith as Complainants' Exhibit No. 2.

3. That the said Arthur S. Hock and Anna S. Hock, his wife, acquired title to the said Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, as designated on the Town Plat of Crumpton, by deed dated August 12, 1950, from Raymond Orem Brinsfield, and being recorded among the Land Records for Queen Anne's County, Maryland, in Liber N.B.W. No. 7, folio 160, as reference to said deed will more fully appear, a certified copy of which is attached hereto and marked Complainants' Exhibit No. 3.

4. That the said Raymond Orem Brinsfield acquired title to the premises aforesaid, by deed from Mary F. Sheppard, widow, dated June 22, 1948, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber N.B.W. No. 1, folio 90, as reference to said deed will more fully appear, a certified copy of which is attached hereto and marked Complainants' Exhibit No. 4. That the said Mary F. Sheppard was the widow and only heir-at-law of Albert C. Sheppard, who died intestate on September 6, 1926, seized and possessed of the premises, and survived only by his widow, Mary F. Sheppard, to whom the lots descended as there were no children, grand-children, sisters, brothers, and no mother nor father surviving.

5. The said Albert C. Sheppard obtained title to the premises aforesaid by deed dated January 2, 1919, from Jere Godwin, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber J.F.R. No. 1, folio 557; and that the said Jere Godwin, in the aforementioned deed, conveyed all of his interest and estate into the premises, as reference to said deed will more fully appear, a certified copy of which is attached hereto and marked Complainants' Exhibit No. 5.

6. That the said Harry A. Smith and Evelyn G. Smith, his wife, acquired title to Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, in the Town of Crumpton, aforesaid, by actual, open, notorious, exclusive, continuous, hostile, adverse possession and under color of title, and the actual, open, notorious, exclusive, continuous, hostile, adverse possession and color of title of their predecessors in title, aforesaid, for a period of over forth (40) years.

7. That Harry A. Smith and Evelyn G. Smith, his wife, aver that they have a good and merchantable, fee simple title to said property and that they acquired title to said property by their, and their predecessors in title, actual, open, notorious, exclusive, continuous and hostile adverse possession of said property, which said title has been acquired by your Complainants herein, by conveyance from Arthur S. Hock and Anna

S. Hock, his wife (see Complainants' Exhibit No. 3).

TO THE END, THEREFORE:

(1) The Complainants herein, Harry A. Smith and Evelyn G. Smith, his wife, pray that the Court determine whether or not your Complainants have a good and merchantable title to Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, as designated on the Town Plat of Crumpton in the contract of sale; and,

(2) That the said Contract of Sale may be specifically enforced; and,

(3) That the said Charles J. Meekins and Carrie Louise Meekins, his wife, may be decreed to pay unto your Complainants the purchase money agreed to be paid and to accept from your Complainants a conveyance of the parcels in question; and,

(4) That your Complainants may have such other and further relief as their case may require.

AND, as in duty bound, etc.

ERNEST S. COOKERLY
Ernest S. Cookerly
Attorney for Complainants
Chestertown, Maryland
Telephone: 778-2112.

Filed June 11, 1964

COMPLAINANTS' EXHIBIT No. 1
Filed June 11, 1964

CONTRACT OF SALE - Form 19.

THIS AGREEMENT, Made this first day of March, nineteen hundred and sixty-four, between HARRY A. SMITH and Evelyn G. Smith, his wife, of Queen Anne's County, State of Maryland, hereinafter referred to as "Vendor", of the first part, and CHARLES J. MEEKINS and CARRIE LOUISE MEEKINS, his wife, of the County of Kent, in the State of Maryland, hereinafter referred to as "Vendee", of the second part.

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 Seventh Election District of Queen Anne's County, State of Maryland, in the Town of Crumpton, and more particularly described as follows, to wit:

Five (5) building lots, being Lots No. 3889, No. 3890, No. 3891, No. 3892, and No. 3893, as designated on the Town Plat of Crumpton; these lots fronting on Pine Street as laid out by the aforesaid plat, and each having a uniform frontage on said Pine Street of Thirty (30) feet and a uniform depth of 120 feet.

Being all of those lots of land as described in Deed dated October 4, 1954, from Arthur S. Hock, et ux, to Harry Smith, et ux, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 18, folio 439. At and for the price of Nine Thousand Five Hundred (\$9,500.00) Dollars, of which One Hundred (\$100.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: by cash or certified check on the date of settlement; settlement to be conducted on or before May 15, 1964.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be adjusted as of the day of settlement.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

HARRY A. SMITH (SEAL)
Harry A. Smith

EVELYN G. SMITH (SEAL)
Evelyn G. Smith

ERNEST S. COOKERLY

CHARLES J. MEEKINS (SEAL)
Charles J. Meekins

CARRIE LOUISE MEEKINS (SEAL)
Carrie Louise Meekins

Exhibit No. 1

Filed June 11, 1964

EXHIBIT NO. 2
Filed June 11, 1964

Crumpton, Maryland

May 10, 1964

Mr. Harry A. Smith and wife
109 S. College Avenue
Chestertown, Maryland

Dear Mr. Smith:

I have been advised that the title to the property being purchased under the Agreement of Sale dated March 1, 1964, for the land located in the Town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, is defective. I do hereby demand that the One Hundred (\$100.00)-Dollars paid down be refunded.

Sincerely yours,

CHARLES J. MEEKINS
Charles J. Meekins

CARRIE LOUISE MEEKINS
Carrie Louise Meekins

Exhibit No. 2 Filed June 11, 1964

EXHIBIT #3
Filed June 11, 1964

.....
#29,305. Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it remembered that on this Eighteenth day of August, in the year nineteen hundred and fifty, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent Int.
Rev. Stamps. Endorsed HCB 8/18/50.

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed HCB 8/18/50.

THIS DEED, made this 12th day of August, in the year nineteen hundred and fifty, by and between Raymond Orem Brinsfield of Queen Anne's County, party of the first part; and Arthur S. Hock and Anna S. Hock, his wife, of Queen Anne's County, aforesaid, 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 party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, 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 those lots or parcels of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in the town of Crumpton, between 2nd and 3rd Streets and between Caroline and Pine Streets and more particularly described as follows, to wit:

Six (6) Building Lots situate on Caroline Street between Second and Third Streets, back lot having a front of twenty-nine (29) feet and a depth of One Hundred and twenty (120) feet and designated on the town plat of Crumpton, Queen Anne's County aforesaid by the following numbers, 3878, 3879, 3880, 3881, 3882, 3883;

AND FIVE (5) Building Lots situate on Second Street between Caroline and Pine Streets, each havinb a front of twenty-nine (29) feet and a depth of One Hundred and Fifty (150) feet and designated on the town plat of Crumpton, aforesaid, by the following numbers 3894, 3896, 3898, 3900, 3902;

AND FOUR (4) Building Lots situate on Third Street between Caroline and Pine Streets each having a front of twenty-nine (29) feet and a depth of One Hundred and Fifty (150) feet and designated on the town plat of Crumpton, aforesaid, by the following numbers 3895, 3897, 3899, 3901;

AND Six (6) Building Lots situate on Third Street, each having a frontage on said street of Thirty (30) feet and a depth of one Hundred and Fifty (150) feet and designated on the town plat of Crumpton, aforesaid, as Lots numbers 3903, 3905, 3907, 3909, 3911, 3913;

AND FIVE (5) Building Lots situate on Second Street, each having a frontage on said street of thirty (30) feet and a depth of One Hundred and Fifty (150) feet and designated on the town plat of Crumpton, aforesaid, as Lots numbers 3904, 3906, 3908, 3910, 3912;

AND ALSO Ten (10) Building Lots situate on Pine Street, each having a frontage on said street of thirty (30) feet and a depth of One Hundred and Twenty (120) feet and designated on the town plat of Crumpton, aforesaid, as Lots numbers 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3893.

BEING the same lots of land granted and conveyed unto Raymond Orem Brinsfield by Mary F. Sheppard, widow lady, by deed dated the 22nd day of June, 1948, and recorded in Liber N.B.W. No. 1, folio 90, 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 lots or parcels of land and premises, unto and to the use of the said parties of the second part, as tenants by the entirety, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done, nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that he will warrant specially the property hereby granted and conveyed; and that he 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)

RAYMOND OREM BRINSFIELD (SEAL)
Raymond Orem Brinsfield

JOHN F. STOKES

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY that on this 12th day of August, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Raymond Orem Brinsfield and he acknowledged the foregoing Deed to be his respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

JOHN F. STOKES
NOTARY PUBLIC

Notary
Public
Seal.

MY COMMISSION EXPIRES: May 7/51.

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. 7, folio 160, 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 June 11, in the year nineteen hundred and sixty-four.

Circuit
Court
Seal.

CHARLES W. CECIL
Clerk

Filed June 11, 1964

EXHIBIT #4
Filed June 11, 1964

.....
#26,697. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Third day of June, in the year nineteen hundred and forty eight, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent Int.
Rev. Stamps. Endorsed HCB 6/23/48.

One-One Dollar Ten Cent Recordation Tax
Stamp. Endorsed HCB 6-23-48.

THIS DEED, made this 22nd day of June, in the year nineteen hundred and forty-eight, by and between Mary F. Sheppard of Queen Anne's County, State of Maryland, party of the first part, and Raymond Orem Brinsfield of Queen Anne's County aforesaid, party 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 party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in the town of Crumpton, between 2nd and 3rd Streets and between Caroline and Pine Streets and more particularly described as follows, to wit:

Six (6) Building Lots situate on Caroline Street between Second and Third Streets, back lot having a front of twenty-nine (29) feet and a depth of One hundred and twenty (120) feet and designated on the town Plat of Crumpton, Queen Anne's County aforesaid by the following numbers, 3878, 3879, 3880, 3881, 3882, 3883;

AND Five (5) Building Lots situate on Second Street between Caroline and Pine Streets, each having a front of twenty-nine (29) feet and a depth of one hundred and fifty (150) feet and designated on the town Plat of Crumpton, afore-

said, by the following numbers 3894, 3896, 3898, 3900, 3902;

AND ALSO Four (4) Building Lots situate on Third Street between Caroline and Pine Streets each having a front of twenty-nine (29) feet and a depth of one hundred and fifty (150) feet and designated on the town Plat of Crumpton, aforesaid, by the following numbers 3895, 3897, 3899, 3901.

BEING the same lots granted and conveyed unto Albert C. Sheppard, by Emma Sheppard by deed bearing date the 18th day of April 1911 and recorded in Liber S.S. #10, folio 475 a Land Record Book for Queen Anne s County aforesaid.

AND the said party of the first part does also grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described lots, in the town of Crumpton, aforesaid;

Six (6) Building Lots situate on Third Street, each having a frontage on said street of thirty (30) feet and a depth of one hundred and fifty (150) feet and designated on the town Plat of Crumpton, aforesaid, as Lots numbers 3903, 3905, 3907, 3909, 3911, 3913;

ALSO Five (5) Building Lots situate on Second Street, each having a frontage on said street of thirty (30) feet and a depth of one hundred and fifty (150) feet and designated on the Town Plat of Crumpton, aforesaid, as Lots number 3904, 3906, 3908, 3910, 3912;

AND ALSO Ten (10) Building Lots situate on Pine Street, each having a frontage on said street of thirty (30) feet and a depth of one hundred and twenty (120) feet and designated on the Town Plat of Crumpton, aforesaid as Lots number 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3893.

BEING the same lots granted and conveyed unto Albert C. Sheppard by Jerre Godwin, by deed bearing date the 2nd day of January 1919 and recorded in Liber J. F. R. #1, folio 557 a land record book for Queen Anne s County aforesaid.

THE SAID Albert C. Sheppard departed this life, intestate, on or about the 6th day of September 1926, seized and possessed of all the lots conveyed by this deed, leaving surviving him, his widow, the said Mary F. Sheppard, to whom these lots descended, in fee simple, as there were no children, no grandchildren, no sister or brother and no Mother of Father surviving.

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

TO HAVE and TO HOLD the said lots or parcels 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 hands and seal of the said Grantor.

TEST: (as to Grantor).

MYRTLE H. GALE

MARY F. SHEPPARD (SEAL)
Mary F. Sheppard

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 forty-eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Mary F. Sheppard and acknowledged the foregoing 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 Filed June 11, 1964
ARTHUR S. HOCK.
Notary Public

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. 1, folio 90 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 11th day of June in the year nineteen hundred and sixty-four.

Circuit Court Seal.
Filed June 11, 1964
CHARLES W. CECIL
Clerk

EXHIBIT #5
Filed June 11, 1964

#6821. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 21st day of January, nineteen hundred and nineteen, the following DEED OF CONVEYANCE was brought to be recorded, to wit:

THIS DEED OF CONVEYANCE made this 2nd day of January in the year nineteen hundred and nineteen by Jerre Godwin of Queen Anne's County, State of Maryland,

Witnesseth, That in consideration of the sum of seventy five (\$75.00) Dollars, the receipt of which is hereby acknowledged, I, the said Jerre Godwin do grant and convey unto Albert C. Sheppard of Queen Anne's County, State of Maryland the following described property, to wit:

Five Building Lots in the Town of Crumpton, Queen Anne's County, State of Maryland and designated on the Town Map as Lots #3903, 3905, 3907, 3909, 3911 each having a frontage on Third Street of Thirty feet and a depth of One Hundred and Fifty feet, also two building lots situated in the Town aforesaid and designated on the Town Map as Lots #3904 and 3906 each having a frontage on second Street of thirty and a depth of One Hundred and Fifty feet, said seven lots being conveyed in a deed from Philemon B. Hopper and H. H. Barroll, said deed bearing date, August sixteenth, nineteen hundred and two and recorded in Liber J.E.G. #4, Folio #39, a Land Record Book for Queen Anne's County, and I the aforesaid Jarre Godwin do also grant and convey unto Albert C. Sheppard and designated on the Town Map as Lot 4096 said lot being fully described in a deed of conveyance from Neighly Orem to Jerre Godwin bearing date June 3, nineteen hundred and one, recorded in Liber J.E.G. Folio 137 etc., a Land Record Book for Queen Anne's County, and I the said Jerre Godwin do also grant and convey unto the said Albert C. Sheppard all my interest and estate in the following building lots situated in the town of Crumpton, State and County aforesaid and designated on the Town Map as Lots 3908, 3910 and 3912 each having a frontage on second street of thirty feet and a depth of One Hundred and fifty feet, and also lots #3884, 3885, 3913, 3886, 3887, 3888, 3889, 3890, 3891, 3892 and 3893 each lot having a frontage of thirty feet on Pine Street and a depth of One Hundred and Twenty feet. Together with the buildings and improvements thereon and every right and advantage thereto belonging or in anywise appertaining.

Witness my hand and seal

Jerre Godwin (SEAL)

Test: C. W. Nickerson

STATE OF MARYLAND, QUEEN ANNE'S COUNTY.

I hereby certify that on this 2nd day of January in the year nineteen hundred and nineteen before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared Jerre Godwin and acknowledged the foregoing deed to be his act.

C. W. Nickerson
Justice of the Peace

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, tow wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber J.F.R. No. 1 folio 557, 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 11th day of June in the year hundred hundred and sixty-four.

CHARLES W. CECIL
Clerk

Filed June 11, 1964

SUMMONS AND RETURN
Filed June 15, 1964

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

Filed No. 4635

Docket C.W.C. #1, fol. 22

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

TO: Charles J. Meekins and
Carrie Louise Meekins, his wife.
Crumpton, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July, next, to answer an action at the suit of

Harry A. Smith and Evelyn G. Smith, his wife
109 S. College Avenue
Chestertown, Maryland

Issued the 11th. day of June 1964

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Ernest S. Cookerly

CHARLES W. CECIL

Clerk

ADDRESS: Chestertown, Maryland

(Seal of Court)

Seal's Place

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 21, 1964, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed June 15, 1964

And on the back of the foregoing is the following endorsement, to wit:-

Summoned Charles J. Meekins & Carrie Louise Meekins on this 15 day of June 1964 and left with them a copy of summons, declaration of title bill of specific performance
JOSEPH S. QUIMBY Sheriff of Queen Anne's Co.

the distance of 35 feet south 71 degrees 41 minutes, west from a locust post heretofore planted at the beginning of the land which by a deed dated February 8, 1915, and recorded among the land Records of Queen Anne's County in Liber W.F.W. No. 6 folio 505, was conveyed by Dora H. Miles, et al., to Elizabeth E. Lowery, and running thence bounding on the outline of said land the five following courses and distances, viz; North 71 degrees 41 minutes east 800 feet to a post, North 71 degrees 50 minutes east 1224.3 feet to a stake, north 56 degrees 57 minutes east 299.2 feet to a marked White Oak; thence north 45 degrees 25 minutes east 349.3 feet to a post and south 64 degrees 23 minutes east 196.56 feet to the center of the Public Road leading from Chester to Coxes' Creek Neck; thence bounding on the center of said road north 17 degrees 19 minutes east 58.5 feet; thence running for lines of division now made the two following courses and distances, viz; south 74 degrees 11 minutes east 225 feet to a stake and north 17 degrees 30 minutes east 52.5 feet to the land now belonging to Charles F. Watkins; thence binding on said land the four following courses and distances; viz: south 74 degrees 11 minutes east 65 feet; north 17 degrees 30 minutes east 52.5 feet, north 74 degrees 11 minutes west 65 feet and north 17 degrees 30 minutes east 52.5 feet to the land which by a deed dated January 22, 1921, and recorded among the Land Records aforesaid in Liber J.F.R. No. 6, folio 400, was conveyed by Elizabeth L. Rapp to T. Herman Palmer; thence bounding on said land north 17 degrees 30 minutes east 52 feet to intersect the south 75 degrees east 401 foot line of the land conveyed as aforesaid by Dora H. Miles, et al., to Elizabeth E. Lowery; thence bounding on the outline of said land the four following courses and distances, viz: south 74 degrees 11 minutes east 176 feet to a post, south 5 degrees 9 minutes west 485 feet to a stone on the north side of a road, south 19 degrees 16 minutes west 613.3 feet to a stake and north 68 degrees 45 minutes west 484 feet to the center of the aforesaid Public Road leading from Chester to Coxes' Creek Neck, thence bounding on the center of said road south 17 degrees 19 minutes west 392 feet; thence bounding on the outlines of the land conveyed as aforesaid by Dora H. Miles, et al. to Elizabeth E. Lowery, north 87 degrees 54 minutes west 17 feet, south 32 degrees 55 minutes west 530 feet to a stake, and south 42 degrees west bounding on the center line of a ditch there situate 453.7 feet to the waters of Lewes Cove; thence bounding on the waters of said Cove and the waters of Coxes' Creek the 17 following courses and distances, viz; south 52 degrees 35 minutes west 214 feet, south 68 degrees 33 minutes west 185.9 feet, south 78 degrees 42 minutes west 163.2 feet, north 36 degrees 52 minutes west 125 feet, north 39 degrees 2 minutes east 47.6 feet, north 295 feet, north 21 degrees 15 minutes west 115.9 feet, north 34 degrees 24 minutes west 66.7 feet, north 83 degrees 42 minutes west 298 feet, north 22 degrees 48 minutes west 149.7 feet, north 62 degrees 8 minutes west 60 feet, north 22 degrees 56 minutes west 56.5 feet, north 8 degrees 52 minutes west 311.7 feet, north 43 degrees 18 minutes west 142.9 feet, and north 2 degrees 20 minutes east 145.8 feet to the place of beginning. Containing 78.2 acres of land more or less. Situate partly on the east side and partly on the west side of road leading to Coxes' Creek Neck.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed by CHARLES W. SMITH, Jr. and ETHEL R. SMITH, his wife, to DONALD C. McCLELLAND and SUZANNE P. McCLELLAND, his wife, the within Mortgagors.

A LATE CHARGE SHALL be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty (20) days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

Together with the improvements thereon and the rights or 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, forever in fee simple.

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 repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm 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 the 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; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being 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 cent. (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; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional col-

lateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) 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 of 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; (7) 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; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary 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; (9) 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, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or William C. Rogers, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of EIGHT HUNDRED \$\$800.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees 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 the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

HERBERT E. MUSE
HERBERT E. MUSE

DONALD C. McCLELLAND (SEAL)
DONALD C. McCLELLAND

SUZANNE P. McCLELLAND (SEAL)
SUZANNE P. McCLELLAND

Filed April 22, 1965

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of January, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared DONALD C. McCLELLAND and SUZANNE P. McCLELLAND, his wife, the Mortgagors, named in the foregoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is tru and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

Notary Public Seal.

HERBERT E. MUSE
HERBERT E. MUSE Notary Public.

My commission expires: May 6, 1963.

MILITARY AFFIDAVIT
Filed April 22, 1965

AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of April in the year 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William C. Rogers, Attorney Named In Mortgage and made oath in due form of law that after diligent inquiry it has been found that Donald C. McClelland and Suzanne P. McClelland are adults The said Defendant is (are) not now in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 and Chapter 710 of the Laws of Maryland of 1941, nor have they been in such service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr.
Notary Public

Filed April 22, 1965

STATEMENT OF MORTGAGE CLAIM
Filed April 22, 1965

STATEMENT OF MORTGAGE CLAIM

WILLIAM C. ROGERS,
Attorney Named in Mortgage

vs.

DONALD C. McCLELLAND and
SUZANNE P. McCLELLAND, his wife.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Donald C. McClelland and Suzanne P. McClelland, his wife to Fraternity Federal Savings and Loan Association dated January 4, 1962 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 64, folio 203.

Donald C. McClelland and wife
Coxes Creek Neck Road
Chester, Maryland

April 14, 1965

Original amount of Loan
Balance due on Mortgage
(April 1965 interest included)

\$40,000.00
\$34,563.25

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

WILLIAM G. RIGGS
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of April in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a tru statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary
Public
Seal.

As witness my hand and Notarial Seal,

HERBERT A. MOORE
Notary Public.

Filed April 22, 1965

CERTIFIED COPY OF BOND
Filed May 18, 1965.

RECEIVED FOR RECORD May 18, 1965. LIBER 1 PAGE 102

FIDELITY and DEPOSIT COMPANY
Home Office OF MARYLAND Baltimore 3
BOND NO. 56 86 781

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 6 South Calvert Street, Baltimore, 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 Forty Thousand and 00/100-----(\$40,000.) 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 17th day of May in the year of our Lord sixty-five.

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Donald C. McClelland & Suzanne P. McClelland, h/w to Fraternity Federal Savings & Loan Association bearing date the 4th day of January, 1961 and recorded among the mortgage records of Queen Anne's County in Liber TSP No. 64 Folio 203 and William C. Rogers 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 C. Rogers 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 William C. Rogers 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:

HENRY L. BELSEY
Henry L. Belsey

WILLIAM C. ROGERS (Seal)
William C. Rogers

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

DAWN J. WHITNEY
Dawn J. Whitney As to Surety

By KARL L. JOHNSTON
Karl L. Johnston, Attorney-in-Fact

Corporate
Seal.

Security approved & Bond filed May 18, 1965

CHARLES W. CECIL, Clerk

Certified copy of Power of Attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 102, 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 May in the year nineteen hundred and sixty-five.

Circuit Court
Seal.

CHARLES W. CECIL
Clerk

MILITARY AFFIDAVIT
Filed May 18, 1965

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

WILLIAM C. ROGERS,
Attorney Named in Mortgage
vs.

IN THE
CIRCUIT COURT
FOR

DONALD C. McCLELLAND and
 SUZANNE P. McCLELLAND, his wife

QUEEN ANNE'S COUNTY

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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association 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 a member of the Enlisted Reserve Corps who have been ordered to report for military service.

FRATERNITY FEDERAL SAVINGS
 AND LOAN ASSOCIATION

WILLIAM G. RIGGS
 WILLIAM G. RIGGS, Secretary
 Affiant.

Subscribed and sworn to before me
 this 15th day of May 1965.

HERBERT C. MOORE
 Notary Public
 HERBERT C. MOORE

Notary Public Seal.

Filed May 18, 1965.

REPORT OF SALE
 Filed May 25, 1965

WILLIAM C. ROGERS;
 Attorney Named in Mortgage
 vs.

DONALD C. McCLELLAND and
 SUZANNE P. McCLELLAND, his wife

IN THE CIRCUIT COURT
 FOR
 QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of the property situate in the Fourth Election District of Queen Anne's County, being partly on the east and partly on the west side of road leading to Coxes Creek Neck, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the "QUEEN ANNE'S RECORD-OBSERVER", a newspaper with general circulation in Queen Anne's County, Maryland, for at least twenty days prior to said sale, and pursuant to said notice, said Attorney Named in Mortgage did on Saturday, May 22, 1965 at 11:00 a.m. in front of the Court House Door, Centreville, Queen Anne's County, Maryland did then and there proceed to sell, at public auction, the property by said mortgage conveyed, in manner following, that is to say:

The said Attorney Named in Mortgage, William C. Rogers, offered for sale, to the highest bidder, at public auction, all of the following property:

ALL that tract of ground situate in the Fourth Election District of Queen Anne's County, State of Maryland, and known as the William Quinn Farm and being the property of Charles W. Smith, Jr. and Ethel R. Smith, his wife, and escribed according to a survey dated September, 1945, made by J. Milton Green, Surveyor, as follows:

BEGINNING for the same at the water's edge of Coxes Creek and at the distance of 35 feet south 71 degrees 41 minutes, west from a locust post heretofore planted at the beginning of the land which by a deed dated February 8, 1915, and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 6, folio 505, was conveyed by Dora H. Miles, et al to Elizabeth E. Lowery, and running thence bounding on the outline of said land the five following courses and distances, viz; North 71 degrees 41 minutes east 800 feet to a post, North 71 degrees 50 minutes east 1224.3 feet to a

stake, north 56 degrees 57 minutes east 229.2 feet to a marked White Oak; thence north 45 degrees 25 minutes east 349.3 feet to a post and south 64 degrees 23 minutes east 196.56 feet to the center of the Public Road leading from Chester to Coxes' Creek Neck; thence bounding on the center of said road north 17 degrees 19 minutes east 58.5 feet; thence running for lines of division now made the two following courses and distances, viz; south 74 degrees 11 minutes east 225 feet to a stake and north 17 degrees 30 minutes east 52.5 feet to the land now belonging to Charles F. Watkins; thence binding on said land the four following courses and distances; viz: south 74 degrees 11 minutes east 65 feet; north 17 degrees 30 minutes east 52.5 feet, north 74 degrees 11 minutes west 65 feet and north 17 degrees 30 minutes east 52.5 feet to the land which by a deed dated January 22, 1921, and recorded among the Land Records aforesaid in Liber J.F.R. No. 6, folio 400, was conveyed by Elizabeth L. Rapp to T. Herman Palmer; thence bounding on said land north 17 degrees 30 minutes east 52 feet to intersect the south 75 degrees east 401 foot line of the land conveyed as aforesaid by Dora H. Miles, et al, to Elizabeth E. Lowery; thence bounding on the outline of said land the four following courses and distances; viz: south 74 degrees 11 minutes east 176 feet to a post, south 5 degrees 9 minutes west 485 feet to a stone on the north side of a road, south 19 degrees 16 minutes west 613.3 feet to a stake and north 68 degrees 45 minutes west 484 feet to the center of the aforesaid Public Road leading from Chester to Coxes Creek Neck, thence bounding on the center of said road south 17 degrees 19 minutes west 392 feet; thence bounding on the outlines of the land conveyed as aforesaid by Dora H. Miles, et al to Elizabeth E. Lowery, north 87 degrees 54 minutes west 17 feet, south 32 degrees 55 minutes west 530 feet to a stake, and south 42 degrees west bounding on the center line of a ditch there situate 453.7 feet to the waters of Lewes Cove; thence bounding on the waters of said Cove and the waters of Coxes Creek the 17 following courses and distances, viz; south 69 degrees 44 minutes west 195.8 feet, south 56 degrees 39 minutes west 227.4 feet, south 52 degrees 35 minutes west 214 feet, south 68 degrees 33 minutes west 185.9 feet, south 78 degrees 42 minutes west 163.2 feet, north 36 degrees 52 minutes west 125 feet, north 39 degrees 2 minutes east 47.6 feet, north 295 feet, north 21 degrees 15 minutes west 115.9 feet, north 34 degrees 24 minutes west 66.7 feet, north 83 degrees 42 minutes west 298 feet, north 22 degrees 48 minutes west 149.7 feet, north 62 degrees 8 minutes west 60 feet, north 22 degrees 56 minutes west 56.5 feet, north 8 degrees 52 minutes west 311.7 feet, north 43 degrees 18 minutes west 142.9 feet, and north 2 degrees 20 minutes east 145.8 feet to the place of beginning. Containing 78.2 acres of land more or less, Situate partly on the east side and partly on the west side of road leading to Coxes Creek Neck.

And the said Attorney Named in Mortgage, William C. Rogers, sold the same, a one-half (1/2) undivided interest to John Thorpe Richards and Nancy G. Richards, his wife as tenants by entirety, and the remaining one-half (1/2) undivided interest to Francis S. Key and Elizabeth M. Key, his wife as tenants by the entirety, for the sum of Eighty Thousand Dollars (\$80,000.00) they being at that sum the highest bidder therefor and the terms of sale having been fully complied with.

All of which is respectfully submitted.

WILLIAM C. ROGERS
 WILLIAM C. ROGERS,
 Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 24th day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath 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.

AS WITNESS my hand and Notarial Seal.

Notary
 Public
 Seal.

MARY C. TURNER
 Notary Public

Filed May 25, 1965

CERTIFICATE OF ADVERTISEMENT OF SALE (Publication)
 Filed May 25, 1965

ATTORNEY'S SALE

OF

DESIRABLE WATERFRONT FARM

NEAR STEVENSVILLE

Default having occurred in the terms of a mortgage from Donald C. McClelland and Suzanne P. McClelland, his wife, to Fraternity Federal Savings and Loan Association dated the 4th day of January, 1962, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 64 folio 203, the undersigned attorney named in the aforesaid mortgage, by virtue of the power of sale contained in said mortgage, will offer at Public Auction in front of the Courthouse, Centreville, Maryland on SATURDAY, MAY 22, 1965 at 11:00 o'clock A.M.

The following described real estate, to wit:

ALL that tract of ground situate in the Fourth Election District of Queen Anne's County, State of Maryland, and known as the William Quinn Farm and

being the property of Charles W. Smith, Jr. and Ethel R. Smith, his wife, and described according to a survey dated September, 1945, made by J. Milton Green, surveyor, as follows:

BEGINNING for the same at the water's edge of Coxes Creek and at the distance of 35 feet south 71 degrees 41 minutes, west from a locust post heretofore planted at the beginning of the land which by a deed dated February 8, 1915, and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 6 folio 505, was conveyed by Dora H. Miles, et. al., to Elizabeth E. Lowery, and running thence bounding on the outline of said land the five following courses and distances, viz: North 71 degrees 41 minutes east 800 feet to a post, North 71 degrees 50 minutes east 1224.3 feet to a stake, north 56 degrees 57 minutes east 229.2 feet to a marked White Oak; thence north 45 degrees 25 minutes east 349.3 feet to a post and south 64 degrees 23 minutes east 196.56 feet to the center of the Public Road leading from Chester to Coxes Creek Neck; thence bounding on the center of said road north 17 degrees 19 minutes east 58.5 feet; thence running for lines of division now made the two following courses and distances; viz: south 74 degrees 11 minutes east 225 feet to a stake and north 17 degrees 30 minutes east 52.5 feet to the land now belonging to Charles F. Watkins; thence binding on said land the four following courses and distances; viz: south 74 degrees 11 minutes east 65 feet; north 17 degrees 30 minutes east 52.5 feet, north 74 degrees 11 minutes west 65 feet and north 17 degrees 30 minutes east 52.5 feet to the land which by a deed dated January 22, 1921, and recorded among the Land Records aforesaid in Liber J.F.R. No. 6, folio 400, was conveyed by Elizabeth L. Rapp to T. Herman Palmer; thence bounding on said land north 17 degrees 30 minutes east 52 feet to intersect the south 75 degrees east 401 foot line of the land conveyed as aforesaid by Dora H. Miles, et. al., to Elizabeth E. Lowery; thence bounding on the outline of said land the four following courses and distances; viz: south 74 degrees 11 minutes east 176 feet to a post, south 5 degrees 9 minutes west 485 feet to a stone on the north side of a road, south 19 degrees 16 minutes west 613.3 feet to a stake and north 68 degrees 45 minutes west 484 feet to the center of the aforesaid Public Road leading from Chester to Coxes Creek Neck, thence bounding on the center of said road south 17 degrees 19 minutes west 392 feet; thence bounding on the outlines of the land conveyed as aforesaid by Dora H. Miles, et. al., to Elizabeth E. Lowery, north 87 degrees 54 minutes west 17 feet, south 32 degrees 55 minutes west 530 feet to a stake, and south 42 degrees west bounding on the center line of a ditch there situate 453.7 feet to the waters of Lewes Cove; thence bounding on the waters of said Cove and the waters of Coxes Creek the 17 following courses and distances, viz: south 69 degrees 44 minutes west 195.8 feet, south 56 degrees 39 minutes west 227.4 feet, south 52 degrees 35 minutes west 214 feet, south 68 degrees 33 minutes west 185.9 feet, south 78 degrees 42 minutes west 163.2 feet, north 36 degrees 52 minutes west 125 feet, north 39 degrees 2 minutes east 47.6 feet, north 295 feet, north 21 degrees, 15 minutes west 115.9 feet, north 34 degrees 24 minutes west 66.7 feet, north 83 degrees 42 minutes west 298 feet, north 22 degrees 48 minutes west 149.7 feet, north 62 degrees 8 minutes west 60 feet, north 22 degrees 56 minutes west 56.5 feet, north 6 degrees 52 minutes west 311.7 feet, north 43 degrees 18 minutes west 142.9 feet, and north 2 degrees 20 minutes east 145.8 feet to the place of beginning. Containing 78.2 acres of land, more or less. Situate partly on the east side and partly on the west side of road leading to Coxes Creek Neck.

BEING the same property conveyed by Charles W. Smith, Jr., et. ux., unto said mortgagors, by deed dated the 4th day of January, 1962, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 64 folio 201.

IMPROVEMENTS: Modern frame house and garage, stable and shed.

TERMS OF SALE: A deposit of 10% of the purchase price on the day of the sale in cash or by certified check, balance within ten (10) days after ratification of the sale by the Court, or the full purchase price in cash or by certified check on the day of sale at the option of the Purchaser.

Taxes and all other assessments and charges will be adjusted as of the tenth (10th) day after ratification of the sale by the Court.

All transfer expenses, including documentary and recordation tax stamps, will be borne by the Purchaser.

WILLIAM C. ROGERS,
Attorney Named in Mortgage

Auctioneer:
Joseph A. Jackson, Jr.

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., MAY 25 , 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ATTORNEY'S SALE OF DESIRABLE WATERFRONT FARM NEAR STEVENSVILLE in the case of WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE VS DONALD C. MCCLELLAND AND SUZANNE P. MCCLELLAND 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 in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 22 day of MAY, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29 day of APRIL 1965, and the last insertion on the 20 day of MAY, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY L. WALTERS

Filed May 25, 1965

ORDER NISI ON SALE
Filed May 25, 1965

ORDER NISI ON SALE

William C. Rogers,
Attorney Named in Mortgage

vs.

Donald C. McClelland and
Suzanne P. McClelland, his wife

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4695

ORDERED, this 25th. day of May, 1965, that the sale of the real property, made and reported in this cause by William C. Rogers, Attorney Named in Mortgage, be ratified and confirmed, on or after the 25th. day of June, 1965, 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 18th. day of June, 1965.

The report states the amount of sales to be \$80,000.00.

CHARLES W. CECIL Clerk

Filed May 25, 1965

AFFIDAVIT OF PURCHASERS
Filed May 26, 1965

WILLIAM C. ROGERS,
Attorney Named in Mortgage

vs.

DONALD C. McCLELLAND and

SUZANNE P. McCLELLAND, his wife
* * * * *

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

STATE OF MARYLAND, Queen Anne's County, SCT:

I HEREBY CERTIFY, that on this 22nd day of May 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John Thorpe Richards, as agent for purchaser of said property at the foreclosure sale in this case (for) John Thorpe Richards and Nancy G. Richards, wife, tenants by entirety, one half interest, Francis S. Key and Elizabeth M. Key, wife, tenants by entirety, one half interest, undivided one-half interest to each as tenants in common and made oath in due form of law that he is/are the purchaser(s) of said property as or as agent for the aforesaid parties and that they have not directly or indirectly discouraged anyone from bidding from bidding for the said property mentioned in the report of sale. Purchase price \$80,000.00. Deposit on date of sale \$8,000.00. Unpaid balance to bear interest to date of settlement.

JOHN THORPE RICHARDS
Agent for PURCHASER

Receipt of deposit of \$8,000.00 acknowledged.

Notary Public Seal

WILLIAM C. ROGERS
Attorney Named in Mortgage

VACHEL A. DOWNES, Jr.
Notary Public

Filed May 26, 1965

PETITION
Filed May 26, 1965

WILLIAM C. ROGERS,
Attorney named in Mortgage

VS

DONALD C. McCLELLAND
SUZANNE P. McCLELLAND

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4695

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William C. Rogers, Attorney named in the Mortgage, respectfully represents:

1. That the property in said cause was sold at public auction on May 22, 1965, in front of the Court House Door, Centreville, Maryland, and sold to John Thorpe Richards, Nancy G. Richards, his wife, Francis S. Key and Elizabeth M.

Key, his wife, they being the highest bidders therefor, at and for the price of \$80,000.00.

2. That Joseph A. Jackson, Jr., was the auctioneer crying said sale.

3. That the price bid at said public sale was far in excess of the balance due on the mortgage mentioned therein and approximately \$20,000.00 more than the Mortgagors paid for said property at the time of their purchase thereof in 1962, without substantial improvements thereon during their ownership.

4. That the fees allowed to said auctioneer will be insufficient to compensate him for his time spent in inspecting the property prior to the sale and his conferances with legal counsel representing said Mortgagee, and for his skill in crying said sale which helped to secure a substantial bidthereon.

5. That your Petitioner feels that a fee of \$150.00 to said auctioneer would be fair and adequate under the circumstances.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing payment of an adequate fee or commission to said auctioneer.

Respectfully submitted,

WILLIAM C. ROGERS
Attorney Named in Mortgage

Filed May 26, 1965.

ORDER
Filed May 26, 1965

ORDER

Upon the foregoing Petition, it is ORDERED this 26 day of May, 1965, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that William C. Rogers, the Petitioner aforesaid, be authorized to pay an auctioneer's fee or commission of \$150.00 to Joseph A. Jackson, Jr., for crying the sale of the real property in this cause sold as set forth in said petition, and that due allowance be given said Petitioner for said auctioneer's fee or commission in the audit to be subsequently stated herein, and the Attorney is directed to file an additional bond of \$40,000.00

THOS. J. KEATING, Jr.
Judge

Filed May 26, 1965

AUCTIONEER'S AFFIDAVIT
Filed May 28, 1965

WILLIAM C. ROGERS,	*	IN THE CIRCUIT COURT
vs	*	FOR
DONALD C. McCLELLAND and	*	QUEEN ANNE'S COUNTY
SUZANNE P. McCLELLAND, his wife	*	
* * *	*	* * *

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

JOSEPH A. JACKSON, Jr.
AUCTIONEER

Subscribed and sworn to before me, a Notary Public in and for Queen Anne's County, by Joseph A. Jackson, Jr. this 22 day of May, 1965.

VACHEL A. DOWNES, Jr.
Notary Public

Notary
Public
Seal.

Filed May 28, 1965

JOSEPH A. JACKSON, Jr.
Queen Anne, Maryland

May 27, 1965

Re: Rogers vs McClelland

Crying Foreclosure Sale

\$150.00

BOND WITH SECURITY APPROVED
Filed June 4, 1965

RECEIVED FOR RECORD June 4, 1965.

FIDELITY and DEPOSIT COMPANY
HOME OFFICE OF MARYLAND BALTIMORE 3
ADDITIONAL BOND NO. 56 86 781

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 6 South Calvert Street, Baltimore, 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 Forty Thousand and 00/100 (\$40,000) 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 2nd day of June in the year of our Lord sixty-five.

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Donald C. McClelland & Suzanne P. McClelland, h/w to Fraternity Federal Savings and Loan Association bearing date the 4th day of January, 1961 and recorded among the mortgage records of Queen Anne's County in Liber TSP No. 64 Folio 203 and William C. Rogers 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 C. Rogers 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 William C. Rogers 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:

HENRY L. BELSKY
Henry L. Belsky

WILLIAM C. ROGERS (SEAL)
William C. Rogers

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

DAWN J. WHITNEY
Dawn J. Whitney As to Surety

By KARL L. JOHNSTON
Karl L. Johnston, Attorney-in-Fact

Corporate Seal.

Security approved and Bond
filed June 4, 1965

Certified copy of power
of attorney attached

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 C.W.C. No. 1, folio 107, 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 4th day of June in the year nineteen hundred and sixty-five.

Seal's Place

CHARLES W. CECIL
Clerk

PETITION
Filed June 11, 1965

WILLIAM C. ROGERS,
Attorney Named in Mortgage

Vs

DONALD C. McCLELLAND
SUZANNE P. McCLELLAND

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY
No. 4695

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William C. Rogers, Attorney Named in Mortgage re-

spectfully represents:

1. That an error has been made in the interpretation of Rule No. 1300 B of the Local Rules of the Second Judicial Circuit relating to the commission due unto Joseph A. Jackson, Jr., auctioneer.

Wherefore, your Petitioner prays that the order of this Honorable Court dated May 26, 1965, be stricken, and that said auctioneer be allowed his full commissions of \$200.00 as permitted under the aforesaid rule.

WILLIAM C. ROGERS
William C. Rogers
Attorney Named in Mortgage
Petitioner

Filed June 11, 1965

ORDER
Filed June 11, 1965

ORDER

Upon the foregoing Petition, be it ORDERED this 11th day of June, 1965, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that the order of this Court, dated the 26th day of May, 1965, be stricken, and that the auctioneer be allowed the full commission of \$200.00 permitted by Rule 1300 B of the Local Rules of the Second Judicial Circuit.

THOS. J. KEATING, Jr.
Judge

Filed June 11, 1965

CERTIFICATION OF ORDER NISI ON SALE
Filed June 24, 1965

ORDER NISI ON SALE

William C. Rogers
Attorney Named in Mortgage
vs.
Donald C. McClelland and
Suzanne P. McClelland, his wife

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

Cause No. 4695

ORDERED, this 25th day of May, 1965, that the sale of the real property, made and reported in this cause by William C. Rogers, Attorney Named in Mortgage, be ratified and confirmed, on or after the 25th day of June, 1965, 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 18th day of June, 1965.

The report states the amount of sales to be \$80,000.00.

CHARLES W. CECIL, Clerk

Filed: May 25, 1965.

True Copy

Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. June 24, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of nisi # 4695 in the case of William C. Rogers attorney named in mortgage VS. Donald C. McClelland, et. ux. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 18 day of June, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of May 1965, and the last insertion on the 10 day of June, 1965

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed June 24, 1965

NISI RATIFICATION OF SALE
Filed June 28, 1965

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 28th day of June, 1965, that the sale made and reported by William C. Rogers, Attorney Named in Mortgage, as set forth in the foregoing Report of Sale, 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 same is hereby referred to the Auditor of this Court for the purpose of stating an account in these proceedings.

THOS. J. KEATING, Jr.
JUDGE

Filed June 28, 1965

REPORT AND ACCOUNT OF AUDITOR
Filed July 15, 1965

WILLIAM C. ROGERS,
Attorney Named in Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

DONALD C. McCLELLAND
SUZANNE P. McCLELLAND

No. 4695

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 C. Rogers, Attorney named in the Mortgage (and Vendor), the this foreclosure proceedings; wherein it appears that the proceeds of sale are more than sufficient to pay the costs of these proceedings and the amount due under said mortgage, whereby, the surplus is directed to be distributed to the said Mortgagors, as husband and wife.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and interest upon the unpaid portion of the purchase price, per his settlement sheet, and is allowed thereafter, the following expenses, to wit: court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for making said sale, the fee of your auditor for stating this account, all sums due the mortgagee under the mortgage foreclosed in these proceedings, and the balance to be distributed to the said mortgagors.

Respectfully submitted,

J. THOMAS CLARK
Auditor

July 15, 1965

Filed July 15, 1965

CAUSE NO. 4695

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

Cr.

1965		
June 28	By proceeds of the sale of aldn, per report of vendor, to wit:--	\$80,000.00
	By interest on the unpaid balance of purchase money (\$72,000.00) for 39 days, per settlement sheet-----	468.00
	By gross proceeds of sale, to wit:-----	\$80,468.00

To William C. Rogers, Attorney named in mortgage (and Vendor) per terms of mortgage, as follows, to wit:

1-His fee for his services-----	\$ 800.00	
2-His commissions for making sale, to wit:-----	4,150.00	\$4,950.00

To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:----- 15.00

To do., for an amount due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit:

1-Costs of Chas. W. Cecil, Clerk-\$	27.75
-------------------------------------	-------

2-Appearence fee of William C. Rogers, Attorney----- 10.00 37.75

To do., for amounts paid Fidelity and deposit Company of Maryland, for the premium on the corporate surety bond and the additional corporate surety bond filed in this cause, per receipts exhibited, to wit:---- 320.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of Sale--\$ 156.25 2-For publishing Order Nisi of Sale 14.00 170.25

To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per order of court and receipts exhibited, to wit:----- 200.00

July 15, 1965

J. THOMAS CLARK Auditor

To J. Thomas Clark, Auditor, for stating this audit, the sum of-----\$225.00

To Fraternity Federal Savings and Loan Association, Mortgagee, as payment in full of its mortgage, per statement of debt filed in this cause, which includes interest for the month of April, 1965, in the sum of \$34,563.25, plus interest thereafter at the legal rate to include 60 days from the date of sale, as provided in Section 8, Art. 66, 1957 Annotated Code of Maryland, in the sum of \$445.32, or the total sum of-----35,008.57

To Donald C. McClelland and Suzanne P. McClelland, his wife, the balance of the surplus proceeds of sale, to wit:-----39,541.43 \$80,468.00

\$80,468.00

July 15, 1965

J. THOMAS CLARK Auditor

Filed July 15, 1965

NISI RATIFICATION OF AUDIT Filed July 15, 1965

NISI RATIFICATION OF AUDIT

William C. Rogers Attorney Named in Mortgage VS.

Donald C. McClelland Suzanne P. McClelland

In the Circuit Court for Queen Anne's County in Equity Cause No. 4695

ORDERED, this 15th. day of July, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd. day of August, 1965, unless cause to the contrary thereof be previously shown.

Filed July 15, 1965

CHARLES W. CECIL Clerk

CERTIFICATE OF NOTICES MAILED Filed July 17, 1965

WILLIAM C. ROGERS, Attorney Named in Mortgage vs.

DONALD C. McCLELLAND SUZANNE P. McCLELLAND

In The Circuit Court For Queen Anne's County In Equity No. 4695

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 15, 1965, 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 C. Rogers
6 South Calvert Street
Baltimore, Maryland

Fraternity Federal Savings and Loan Association
6 South Calvert Street
Baltimore, Maryland

Donald C. McClelland
Chester, Maryland

Suzanne P. McClelland
Queenstown, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 15, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed July 30, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on August 2, 1965.

J. THOMAS CLARK
Auditor

Filed July 17, 1965

FINAL RATIFICATION OF AUDIT
Filed Aug. 2, 1965

William C. Rogers,
Attorney Named in Mortgage

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

vs.

No. 4695

Donald C. McClelland
Suzanne P. McClelland

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd. day of August, 1965, 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 C. Rogers, Attorney named in Mortgage, 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. 2, 1965

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Ninth day of July, in the year nineteen hundred and Sixty five, the following Bill of Complaint was brought to be recorded, to wit:-

CHARLES K. STINSON	:	IN	THE
Church Hill, Maryland	:		
Complainant	:	CIRCUIT COURT FOR	
vs.	:	QUEEN ANNE'S COUNTY	
	:	In Equity	
GREEN UNDERWOOD and	:		
GERTRUDE MARIE UNDERWOOD	:		
Price's Station, Maryland	:	4715	
Respondents	:		
	:		
	:		

BILL OF COMPLAINT

The Bill of Complaint of Charles K. Stinson, by John W. Sause, Jr., his attorney, respectfully shows:

1. That the Complainant is in actual peaceable possession of a certain parcel of land, situate and lying in the Second Election District of Queen Anne's County on the south side of the public road leading from Starkey's Corner to Price Station, more particularly described as follows:

BEGINNING in the center of said public road leading from Starkey's Corner to Price Station opposite a stone on the south side of said road, it being the southeast corner of the entire tract and running thence South 48 degrees West 13 4/10 perches to a stone, the beginning of the entire tract; thence North 42 1/2 degrees West 24 perches to a post; thence North 48 degrees East 12 8/10 perches to the center of the public road opposite a post on the South side of said road; thence South 43 1/2 degrees East 24 perches to the place of beginning. Containing two (2) acres of land, more or less.

2. That the Complainant has been in possession of all of said parcel of land continuously since May, 1943; and that such possession has been actual, open, notorious, exclusive, hostile, and under claim of ownership continuously from said time to the date of filing of this Bill of Complaint.

3. That during the period referred to in Paragraph 2, the Complainant has cultivated said tract, has stored automobiles on said tract, and has used said tract for other purposes.

4. That your Complainant was advised by letter of Harry C. Butler, Esquire, Attorney At Law, dated June 18, 1965, that Green Underwood and Gertrude Marie Underwood, his wife, the Respondents herein, claim title to this land, Xerox copy of said letter being attached hereto, marked Exhibit A, and is prayed to be taken as part hereof.

5. That the Complainant has since learned, by reference to the Land Records of Queen Anne's County, that the said Respondents claim ownership under and through the conveyance, or purported conveyance, to them of the tract of land referred to in Paragraph 1 hereof by deed of John A. Griffin, single, of 18 Meadowbrook, Wilmington, New Castle County, Delaware, dated June 16, 1965, and recorded on June 18, 1965, among the aforesaid Land Records in Liber C.W.C. 15, folio 580. A Certified copy of said deed is attached hereto, marked Exhibit B, and is prayed to be taken as part hereof.

6. That no action at law or proceeding in equity is pending to enforce or test the validity of the title of the Respondents.

7. That the Complainant brings this suit to quiet his title and to remove the cloud of Respondents' claim from Complainant's title.

WHEREFORE, your Complainant prays:

a. That this Honorable Court decree that the Complainant has absolute ownership and the right of disposition of the parcel of land referred to in Paragraph 1 hereof;

b. That this Honorable Court enjoin the Respondents from asserting any claim of ownership of said parcel of land by any action at law or otherwise.

And, for such other and further relief as the nature of the Complainant's cause may require.

AND, as in duty bound, etc.

JOHN W. SAUSE, Jr.
John W. Sause, Jr.
116 Broadway
Centreville, Md. 21617
758-0970
Attorney for Complainant

Filed July 29, 1965

EXHIBIT A
Filed July 29, 1965

EXHIBIT A
LAW OFFICES
HARRY C. BUTLER
CENTREVILLE, MARYLAND

HARRY C. BUTLER

TELEPHONE
CENTREVILLE
758-1542

June 18, 1965

Mr. Charles Stinson
Church Hill,
Maryland.

Dear Mr. Stinson:

This is to advise you that I have as of this morning recorded a deed from John A. Griffin to Mr. & Mrs. Green Underwood, conveying to them the land at or near Starkey's Corner on which I understand you have some Junk Cars which the Underwoods request that you move at your very earliest convenience.

Mr. Griffin advises Mr. & Mrs. Underwood that he has not rented any portion of the land to you, so if you contemplate tilling any part of this land, I would suggest at first you had better get in touch with Mr. & Mrs. Underwood.

Very truly yours,

HARRY C. BUTLER
Harry C. Butler, Attorney

HCB:rpb

Filed July 29, 1965

EXHIBIT B
Filed July 29, 1965No 54011
Re 11512 RECEIVED FOR RECORD June 18, 1965Int. Rev. Stamp,
One-Fifty Five Cent/and One-One Dollar
Ten Cent Recordation Tax Stamp. Both
endorsed H.C.B. 6-18-65.

THIS DEED, made this 16th day of June, in the year nineteen hundred and sixty-five, by and between John A. Griffin, single of 18 Meadowbrook, Wilmington, New Castle County, Delaware, party of the first part; and Green Underwood and Gertrude Marie Underwood, 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 party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, 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 lot, tract or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and on the South side of the public road leading from "Starkey's Corner" to "Price Station" and more particularly described as follows:

BEGINNING in the center of said public road leading from "Starkey's Corner to Price Station" opposite a stone on the South side of said road, it being the Southeast corner of the entire tract and running; thence South 48 degrees West 13 4/10 perches to a stone, the beginning for the entire tract; thence North 42 1/2 degrees West 24 perches to a post; thence North 48 degrees East 12 8/10 perches to the center of the public road opposite a post on South side of said road; thence South 43 1/2 degrees East 24 perches to the place of beginning CONTAINING TWO (2) ACRES OF LAND, more or less.

BEING the same parcel of land granted and conveyed unto Washington T. Griffin by David H. Griffin, et al, heirs of John T. Griffin, by deed dated the 7th day of October, 1946, and recorded in Liber A.S.G. No. 16, folio 489, a Land Record Book for Queen Anne's County.

ALSO BEING the same parcel of land of which Washington T. Griffin died seized and possessed thereof and by his Last Will and Testament dated the 25th day of June, 1947, and probated in New Castle County, Delaware, a certified copy of which is recorded among the Will Record Books for Queen Anne's County in Liber E.E.C. No. 1, folio 599, and in said Will he devised same unto his wife, Katie Griffin, and in case she predeceased him then and in that event he devised said parcel until his brother John Albert Griffin; the said Katie Griffin, his wife, did predecease her husband, and at the death of her husband the said Washington T. Griffin, when at that time the said John A. Griffin became sole owner, in fee simple of the above described real estate.

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, tract or parcel of land and premises unto and to the use of the said parties of the second part, as tenants by the

entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and he 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)

LARRIMORE R WEST

JOHN A. GRIFFIN (SEAL)
John A. Griffin

STATE OF DELAWARE

NEW CASTLE COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of June, in the year nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared John A. Griffin, single, and he acknowledged the foregoing DEED to be his respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

LARRIMORE R. WEST

Notary Public

My Commission Expires: 6-7-67

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 C.W.C. No. 15, folio 580, 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 28th day of July in the year nineteen hundred and sixty-five.

Circuit Court
Seal.

CHARLES W. CECIL
Clerk

SUMMONS
Filed July 30, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

August Return Day
Filed No. 4715
Docket C.W.C. #1, fol. 102

STATE OF MARYLAND, COUNTY OF QUEEN ANNES, TO WIT:

TO: Green Underwood and
Gertrude Marie Underwood
Price's Station, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August, next, to answer an action at the suit of

Charles K. Stinson
Church Hill, Maryland

Issued the 29th. day of July 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: JOHN W. SAUSE, Jr.
116 Broadway
ADDRESS: Centreville, Md. 21617
Telephone: 758-0970

CHARLES W. CECIL
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 17, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 30, 1965

And on the back of the foregoing is the following return, to wit:-

Summoned Green Underwood and Gertrude Marie Underwood on this 29 day of July 1965 and left with him a copy of subpoena, bill of complaint JOSEPH S. QUIMBY Sheriff of Queen Anne's Co.

ANSWER TO BILL OF COMPLAINT
Filed Aug. 17, 1965

CHARLES K. STINSON	:	IN THE CIRCUIT COURT FOR
CHURCH HILL, MARYLAND,	:	QUEEN ANNE'S COUNTY
COMPLAINANT	:	
VS.	:	IN EQUITY No. <u>4715</u>
GREEN UNDERWOOD and	:	
GERTRUDE MARIE UNDERWOOD	:	
PRICE'S STATION, MARYLAND,	:	
RESPONDENTS.	:	

:::::

ANSWER TO BILL OF COMPLAINT

The Answer of Green Underwood and Gertrude Marie Underwood, his wife, by Harry C. Butler, their SOLICITOR, says:

1. Answering Paragraph 1 of the Bill of Complaint, these Respondents deny that the Complainant is now, or has been in the past twenty-three (23) years, in actual peaceful possession of the Parcel of land describee in Paragraph 1 of the Bill of Complaint.

2. Answering Paragraph 2, these Respondents deny the allegation of Paragraph 2 of said Bill of Complaint, but the Respondents state that one John A. Griffin has been the actual sole owner and possessor of said property since May 1943, has paid the State and County Taxes thereon since May 1943, and has each year since 1943 exercised actual ownership and possession of said property by tilling the same, renting the same, fencing the same and divers other acts of actual open ownership.

3. Answering Paragraph 3, these Respondents deny the allegations of Paragraph 3 of said Bill of Complaint, but your Respondents state that the Complainant rented for money rent the said property from the said John A. Griffin from May 1943 to January 1, 1965.

4. Answering Paragraph 4 of the Bill of Complaint, your Respondents state that said letter of June 18, 1965, was to advise the Complainant that the Respondents had become the Grantees of said property and to give notice to remove the "junk" from said lot.

5. Answering Paragraph 5 of the Bill of Complaint, your Respondents state that they received a fee simple title to said real estate by the deed of conveyance for said property referred to in said Paragraph 5 and thereby become the sole Grantees and sole Owners of said property in fee.

6. Answering Paragraph 6, the Respondents admit the allegations therein.

7. Answering Paragraph 7 of the Bill of Complaint, your Respondents state that one John A. Griffin has held the title in fee, to said property since May 1943, and has been in the quiet peaceful possession and ownership of the same, for the past 23 years.

WHEREFORE, having fully answered the said Bill of Complaint, these Respondents pray that this Honorable Court will dismiss said Bill of Complaint with their costs.

HARRY C. BUTLER
Harry C. Butler, SOLICITOR for Respondents.

I HEREBY CERTIFY, that on this 17th day of August, 1965, a copy of the foregoing Answer to Bill of Complaint was delivered to the office of John W. Sause, Jr., Esq., 116 Broadway, Centreville, Maryland.

HARRY C. BUTLER
Harry C. Butler.

Filed Aug. 17, 1965

INTERROGATORIES
Filed Aug. 20, 1965

CHARLES K. STINSON	:	IN THE
Complainant	:	CIRCUIT COURT FOR
v.	:	QUEEN ANNE'S COUNTY
GREEN UNDERWOOD and	:	In Equity
GERTRUDE MARIE UNDERWOOD, his wife	:	
Respondents	:	#4715

: : : : :

INTERROGATORIES

Pursuant to the Maryland Rules the Complainant hereby requests Green Underwood and Gertrude Marie Underwood to answer, under oath, 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 knowledge or information in your possession is requested, such request includes knowledge of your agents, representatives and, unless privileged, your attorneys.

c. If you are unable to supply any information requested, that fact should be stated together with the reasons for your inability to furnish the information.

d. The word "tract" as used in these Interrogatories refers to the tract of land described in Paragraph 1 of the Bill of Complaint.

1. State the name and address of each person who you claim is now in possession of the tract.

2. State in detail the nature of the possession by the person(s) named in answer to the first Interrogatory, including the use now being made of the property by such person(s), the date when such person(s) went into possession, the manner in which such person(s) went into possession, the date when such person(s) commenced the present use of the property, and all details of any contractual relations in which any such person is or has been involved concerning the tract.

3. State in detail the manner in which John A. Griffin is alleged to have become the "actual sole owner and possessor of said property" as referred to in Paragraph 2 of the Answer to Bill of Complaint. Give the date on which you claim he became "actual sole owner and possessor" and attach to your answer a copy of each deed, conveyance, or other writing which was involved in such alleged acquisition of sole ownership and possession.

4. State the names and addresses of all persons who you claim have knowledge of the alleged facts (a) that John A. Griffin paid State and County taxes on the tract since May, 1943; (b) that John A. Griffin tilled said land each year; (c) that John A. Griffin rented said land each year; and (d) that John A. Griffin fenced said land.

5. State in detail each of the "diverse other acts of actual open ownership" of John A. Griffin referred to in Paragraph 2 of the Answer to Bill of Complaint and state the names and addresses of all persons who you claim have knowledge of such acts.

6. State the source of your claim in Paragraph 3 of the Answer to Bill of Complaint that "Complainant rented for money rent the said property from the said John A. Griffin from May, 1943 to January 1, 1965." State the terms of any rental arrangement which you claim existed between John A. Griffin and the Complainant. State the name and address of each person who has knowledge of the existence of such rental arrangement(s) and indicate how each such person acquired such knowledge.

7. Attach to your answer copies of all leases, contracts, receipts, documents, photographs, or tangible material of any kind which evidence or support the matter alleged in Paragraphs 2 and 3 of the Answer to Bill of Complaint and your answers to Interrogatories 4, 5 and 6.

8. State in detail the basis for your claim, in Paragraph 7 of the Answer to Bill of Complaint, that "John A. Griffin has held the title in fee, to the said property since May 1943 . . ." and attach to your answer a copy of any deed or conveyance which evidences or supports such claim of title.

9. State in detail the manner, if any, in which the claim in Paragraph 7 of the Answer to Bill of Complaint that "John A. Griffin . . . has been in the quiet peaceful possession and ownership of the same, for the past 23 years" differs from your answers to the other interrogatories and state what interest, if any, you claim John A. Griffin now has in the tract.

10. State in detail the nature of any acts by you which evidence your ownership of the tract, including the dates of such acts and the names and addresses of all persons who have knowledge of such acts.

11. State whether up to and including the present time you have ever discussed the tract with the Complainant. State fully the details of such conversations and give the dates thereof.

12. State the names and addresses of all persons whom you will call to testify at the hearing of this cause.

JOHN W. SAUSE, Jr.
John W. Sause, Jr.
Attorney for Complainant

I hereby certify that on this 1st day of August 1965, a copy of the foregoing Interrogatories was delivered to Harry C. Butler, Esquire, Lawyer's Row, Centreville, Md.

JOHN W. SAUSE, Jr.
John W. Sause, Jr.

CONSENT TO DECREE
Filed Oct. 6, 1965

CHARLES K. STINSON
Complainant

vs.

GREEN UNDERWOOD and
GERTRUDE MARIE UNDERWOOD
Respondents

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

Equity #4715

CONSENT TO DECREE

The Consent To Decree of Green Underwood and Gertrude Marie Underwood, his wife, Respondents herein, and Harry C. Butler, their attorney, respectfully shows:

- 1. That since the filing of Interrogatories herein by the Complainant, certain information has come into the possession of the Respondents, which information was heretofore not known to them.
- 2. That on the basis of such information, the Respondents now believe that the allegations in the Bill of Complaint filed herein by the Complainant are true; and they are advised, and therefor aver, that the Complainant is entitled to a decree as prayed therein.

WHEREFORE, the Respondents consent to the passage of a decree granting the relief prayed in the Bill of Complaint, viz:

- a. That the Complainant Charles K. Stinson has absolute ownership and the right of disposition of the parcel of land described in Paragraph 1 of the said Bill of Complaint;
- b. That these Respondents be enjoined from asserting any claim of ownership of said parcel of land by any action at law or otherwise.

HARRY C. BUTLER
Harry C. Butler,
Attorney for
Respondents

GREEN UNDERWOOD
Green Underwood

GERTRUDE MARIE UNDERWOOD
Gertrude Marie Underwood

Respondents

STATE OF MARYLAND, COUNTY OF QUEEN ANNES, to wit:

I hereby certify that on the 5th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GREEN UNDERWOOD and GERTRUDE MARIE UNDERWOOD, his wife, and acknowledged the foregoing Consent To Decree to be their respective act and that they executed the same for the purpose therein contained.

AS WITNESS, my hand and notarial seal.

Notary
Public
Seal.

RUTH P. BUTLER
Notary Public

Filed Oct. 6, 1965

DECREE
Filed Oct. 6, 1965

CHARLES K. STINSON
Complainant

vs.

GREEN UNDERWOOD and
GERTRUDE MARIE UNDERWOOD
Respondents

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

Equity #4715

DECREE

The Consent To Decree of Green Underwood and Gertrude Marie Underwood, his wife, Respondents herein, and Harry C. Butler, their attorney, and the acknowledgment thereof made by the Respondents, all having been heretofore filed in this proceeding and read and considered by the Court,

It is thereupon, by the Circuit Court for Queen Anne's County, In Equity, this 6th day of October, 1965,

ADJUDGED, ORDERED AND DECREED as follows:

1. That the Complainant, Charles K. Stinson has absolute ownership and the right of disposition of the parcel of land described in Paragraph 1 of the Bill of Complaint heretofore filed in this proceeding.

2. That Green Underwood and Gertrude Marie Underwood be, and they are hereby, enjoined from asserting any claim of ownership of said parcel of land by any action at law or otherwise.

3. That the costs of this proceeding shall be paid by the Complainant, Charles K. Stinson.

THOS. J. KEATING, Jr.
JUDGE

Filed Oct. 6, 1965

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Third day of July, in the year nineteen hundred and sixty five, the following Petition for Decree of Sale was brought to be recorded, to wit:-

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. JOSEPH C. DORRELL

Docket CWC #1 Folio 99 Case No. 4712 Filed July 23, 1965 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 25th day of July A.D. 1963 the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$8,650.00 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 your Petitioner files herewith an Affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendant herein, who is the present owner of the mortgaged property; which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this Petition.

That default has now 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 mortgage.

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 July 23, 1965

PETITIONER'S EXHIBIT No. 1 Filed July 23, 1965

No50087 Re2823 RECEIVED FOR RECORD Aug. 2, 1963

Petitioner's Exhibit No. 1

THIS MORTGAGE, Made this 25th day of July, 1963, between JOSEPH C. DORRELL 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 C. DORRELL, the sum of Eight Thousand Six HUNDRED Fifty and 00/100 (\$8,650.00) 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 Seventy-three and 05/100 (\$73.05) 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. The Mortgagee may require payment of not more than six months' advance interest, at the rate specified in this mortgage, on that part of the aggregate amount of all prepayments made on this loan in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan.

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 JOSEPH C. DORRELL 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:

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.

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 Thelma B. Breeden unto the Mortgagor herein.

SUBJECT to the payment of the annual rent of one cent (1¢) payable on the 25th day of July in each and every year.

SUBJECT ALSO to the legal operation and effect of the restrictions, conditions, covenants and agreement 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.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining; and also TOGETHER with the rents, incomes, issues and profits accruing therefrom, which rents, incomes, issues and profits are hereby specifically assigned to the Mortgagee, as additional security for the repayment of the loan hereby secured; upon the understanding, however, that the Mortgagor(s) herein shall be entitled to collect and receive the same so long as no default is permitted by the Mortgagor(s) to occur in the performance of the obligations imposed upon the Mortgagor(s) by the terms of this mortgage; but upon any default, on the part of the Mortgagor(s), in the performance of the Mortgagor(s) said obligations, the Mortgagee shall be entitled without any notice of the Mortgagor(s) to collect said rents, incomes, issues and profits and to apply the proceeds thereof to the account of the Mortgagor(s).

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(s) aforementioned.

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:

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 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. 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(s) in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 twenty 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 any additional 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 the 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 and maintain the fund for the payment of the expenses above referred to shall, at the option of the Mortgagee, constitute a default of this mortgage, for which foreclosure may be filed.

VII. That, until default occurs in the performance by the Mortgagor(s) of any of the terms, provisions and covenants of this Mortgage, the Mortgagor(s)

shall possess the aforementioned property, and, upon the happening of any such default, the Mortgagee, without prior notice to the Mortgagor(s), shall be entitled to immediately enter into and take possession and control of the aforesaid property and to retain such possession and control of said property so long as such default shall continue to exist; but this provision shall not be construed in such manner as to limit the right of the Mortgagee to enforce any and all other remedies vested in it by the provisions of this Mortgage.

VIII. 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.

IX. 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 payable, and the mortgage subject to foreclosure.

X. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty (20) days or after default in the performance of any of the herein contained covenants for twenty (20) days.

XI. 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, 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, and by the applicable provisions of the Rules of Procedure established by the Court of Appeals of Maryland, and the applicable Rules of the Equity Courts of the jurisdiction in which the foreclosure of this Mortgage is conducted, including any supplement, amendment or addition to any of said Statutes or Rules. 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 by virtue of a decree of a Court having equitable jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be) to be paid to the said Mortgagor(s), 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 do(th) hereby covenant and agree to pay; and the said mortgagee, or 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.

IT IS THE INTENTION AND IT IS HEREBY AGREED that any right, title, interest or estate in the above described property acquired by the mortgagor(s) after the date hereof, shall be as fully embraced within the provisions hereof, and subject to the lien hereby created, as if said right, title, interest or estate was now owned by the mortgagor(s) and was so specifically described herein and conveyed hereby.

AND IT IS FURTHER MUTUALLY COVENANTED AND AGREED that in the event of the passage, after the date of this mortgage, of any law of the State of Maryland, deducting from the value of the land for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with interest due thereon, shall, at the option of the mortgagee, its successors and assigns, without notice to any part, become immediately due and payable.

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 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:

ELSIE CURTIS
ELSIE CURTIS

JOSEPH C. DORRELL (SEAL)
Joseph C. Dorrell

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 25th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOSEPH C. DORRELL, the above named Mortgagor(s), and he acknowledged the foregoing mortgage to be his act.

On the same day also personally appeared Robert F. Podlich, the Agent of the within body corporate, Mortgage, 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.

My commission expires May 3, 1965.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Notary Public
Seal.

Statement of Mortgage Debt
Filed July 23, 1965

-MENT
STATE/OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,

vs.

JOSEPH C. DORRELL

) 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 C. DORRELL to said AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 25th day of July, 1963, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 2 Folio 207.

Original Loan-----	\$8650.00
Amount Repaid-----	587.91
Loan Balance-----	\$8062.09
Interest to 10/1/65-----	260.04
	<u>\$8322.13</u>
Credit Expense Account-----	30.85
	<u>\$8291.28</u>

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 22nd day of July in the year nineteen hundred and sixty-five, 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.

THELMA B. BREEDEN
Notary Public.
THELMA B. BREEDEN

Filed July 23, 1965

MILITARY AFFIDAVIT
Filed July 23, 1965

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

AURORA FEDERAL SAVINGS AND

IN THE

LOAN ASSOCIATION, a body corporate,
vs.
JOSEPH C. DORRELL

CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY

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, 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 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.

DWIGHT F. BRUNK
Dwight F. Brunk - Affiant.

Subscribed and sworn to before me
this 22nd day of July 1965,

THELMA B. BREEDEN
Notary Public
THELMA B. BREEDEN

Notary Public
Seal.

Filed July 23, 1965

DECREE FOR SALE OF MORTGAGED PREMISES
FILED July 26, 1965

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION, a body corporate,
vs.
JOSEPH C. DORRELL

DOCKET CWC #1 FOLIO 99
CASE No. 4712
Filed July 26, 1965

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 26th day of July in the year nineteen hundred and sixty-five by the Circuit Court for QUEEN ANNE'S County, in Equity 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 Trustees 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 be-

fore), 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 personal representatives 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.

Filed July 26, 1965

THOS. J. KEATING, Jr.
Judge

CERTIFIED COPY OF BOND
Filed Aug. 20, 1965

RECEIVED FOR RECORD Aug. 20, 1965

IN THE CIRCUIT COURT OF Queen Anne's County
STATE OF MARYLAND

Aurora Federal Savings and Loan
Association

versus

Joseph C. Dorrell

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich 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 26th day of July in the year of our Lord one thousand, nine hundred and sixty-five

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 versus Joseph C. Dorrell 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

THEODORE I. BARRY

By DOUGLAS VON HAGEL
Douglas Von Hagel, Attorney in fact

Corporate Seal.

Security approved and Bond
filed Aug. 20, 1965

CHARLES W. CECIL Clerk

Certified copy of power
of attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 115, a Bond 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 20th day of August in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Sept. 17, 1965

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

CASE NO. 4712

vs. : IN THE CIRCUIT COURT
 JOSEPH C. DORRELL : 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 leasehold 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, August 31, 1965, at 1:30 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 Five HUNDRED and no/100 (\$7,500.00) 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 Five Hundred and no/100 (\$7,500.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
 William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 14th day of September, 1965, 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 Sept. 17, 1965

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
 Filed Sept. 17, 1965

WILLIAM F. PODLICH, Solicitor
 301 Aurora Federal Building
 Baltimore, Maryland - 21201
 Plaza 2-2850

TRUSTEE'S SALE
 OF VALUABLE IMPROVED
 LEASEHOLD PROPERTY

Situate 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. JOSEPH C. DORRELL," 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, August 31st, 1965 at 1:30 O'clock P.M.

ALL that leasehold 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.

SUBJECT to the payment of an annual ground rent of one cent (1¢).

The above described property will be sold SUBJECT to the legal operation and effect of th 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 and transfer taxes, if any, to be paid by purchaser.

Joseph A. Jackson, Jr., Auctioneer

WILLIAM F. PODLICH, Trustee
4t-8-26

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., SEPT 14, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE in the case of AURORA FEDERAL SAVINGS & LOAN ASSOC VS JOSEPH C. DORRELL a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 31 day of AUG, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of AUG 1965, and the last insertion on the 26 day of AUG, 1965

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Sept. 17, 1965

AFFIDAVIT
Filed Sept. 17, 1965

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	CASE NO. 4712
vs.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
JOSEPH C. DORRELL	:	IN EQUITY
	:	

AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 2nd day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared BRAMWELL KELLY, Assistant Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the purchaser of the property herein referred to, and made oath, in due form of law, that said Association is the purchaser for \$7,500.00 of Lot 14, Block L, Third Section of Kent Island Estates, in the 4th Election District of Queen Anne's County, being the property referred to in the above entitled cause, wherein WILLIAM F. PODLICH was appointed by Decree of said Court, to make sale of said property; that this affiant purchased said property as the authorized agent of the said purchaser; and that this Affiant has not directly or indirectly discouraged any one from bidding for said property.

THE AURORA FED. S. & L. ASSO.

WITNESS my hand and Notarial Seal.

By BRAMWELL KELLY, V.P.

ELSIE CURTIS
Notary Public
ELSIE CURTIS

Corporate Seal.

Notary Public Seal.

Filed Sept. 17, 1965

ORDER NISI ON SALE
Filed September 17, 1965

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association, a body corporate
vs.

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

Joseph C. Dorrell

)

Cause No. 4712

ORDERED, this 17th. day of September, 1965, 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 October, 1965, 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 October, 1965.

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

CHARLES W. CECIL Clerk

Filed September 17, 1965

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Oct. 11, 1965

ORDER NISI ON SALE

Aurora Federal Savings and
Loan Association,
a body corporate
vs.
Joseph C. Dorrell

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

Cause No. 4712

ORDERED, this 17th day of September, 1965, 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 October, 1965, 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 October, 1965.

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

CHARLES W. CECIL, Clerk

Filed September 17, 1965

True Copy

Test: CHARLES W. CECIL, Clerk

3t-10-7

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., OCTOBER 11, 1965.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI 4712 JOSEPH C. DORRELL in the case of a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 11 day of OCT, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23 day of SEPT 1965, and the last insertion on the 7 day of OCT, 1965

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Oct. 11, 1965

FINAL ORDER OF RATIFICATION
Filed Oct. 19, 1965

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

JOSEPH C. DORRELL

: CASE NO. 4712
:
: IN THE CIRCUIT COURT
: FOR
: QUEEN ANNE'S COUNTY
: IN EQUITY
:

FINAL ORDER OF RATIFICATION

O R D E R E D, this 19th day of October, 1965, 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 to the Auditor.

THOS. J. KEATING, Jr.
Judge

Filed Oct. 19, 1965

REPORT AND ACCOUNT OF AUDITOR
Filed Oct. 29, 1965

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

JOSEPH C. DORRELL

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4712

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 July 26, 1965, in this foreclosure proceedings; wherein it appears that there is a deficiency in that the proceeds of the 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 \$1,604.01.

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 1965-66 state and county taxes on the realty realty sold herein, Notary fees, his fees 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 the mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
Auditor

October 28, 1965

Filed Oct. 29, 1965

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.

1965			
Aug. 31	By proceeds of the sale of land, per report of vendor, to wit:--	\$7,500.00	
	By interest on unpaid balance of purchase price, per		
	statement of vendor, to wit:-----		58.33
	By gross proceeds of said sale, to wit:-----		<u>\$7,558.33</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>525.00</u>	\$560.00

To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs in this cause, per receipt for same exhibited, to wit:-----		15.00
---	--	-------

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--	\$16.20	

2-Appearance fee of Wm. F. Podlich,
Attorney----- 10.00 26.20

To do., for an amount paid 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 amounts paid Queen Anne's
Record-Observer, per its receipts for
same exhibited, to wit:
1-Costs for publishing advertise-
ment of sale-----\$100.00
2-Costs for publishing order nisi
of sale----- 14.00 114.00

To do., for an amount paid J. A. Jackson,
Jr., Auctioneer, for crying said sale,
per receipt for same exhibited, to wit:--- 25.00

October 28, 1965

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: 2.00

To do., for allowance for an amount due
as Vendor's share of 1965-66 State
and County taxes on the real estate
sold in this cause, per statement of
Vendor, to wit:----- 18.55

To J. Thomas Clark, Auditor, for
stating this audit, the sum of----- 60.00

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 \$8,331.59, which includes the
sum of \$40.31 interest for the month of
October under the provisions of Sec.
8, Art. 66, Annotated Code of Maryland,
the balance or the sum of----- 6,727.58
\$7,558.33

\$7,558.33

October 28, 1965

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed October 29, 1965

NISI RATIFICATION OF AUDIT

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

JOSEPH C. DORRELL

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Cause No. 4712

ORDERED, this 29th day of October, 1965, that the report and ac-
count filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after
the 16th day of November, 1965, unless cause to the contrary thereof be previously
shown.

CHARLES W. CECIL Clerk

Filed October 29, 1965

CERTIFICATE OF NOTICES MAILED
Filed Nov. 15, 1965

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

JOSEPH C. DORRELL

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4712

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 29, 1965, 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, Esquire
Aurora Federal Building
Charles Street and Saint Paul
Baltimore, Maryland 21201

Aurora Federal Savings and Loan Association
Aurora Federal Building
Charles and Saint Paul Streets
Baltimore, Maryland 21201

Joseph C. Dorrell
Chester, Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 29, 1965, 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 Nov. 15, 1965

FINAL RATIFICATION OF AUDIT
Filed Nov. 16, 1965

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

vs.

JOSEPH C. DORRELL

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4712

FINAL RATIFICATION OF AUDIT

ORDERED, this 16th day of November, 1965, 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, Trustee, 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 Nov. 16, 1965

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

EDWARD TURNER and B. HACKETT	:	IN THE
TURNER, JR., Attorneys	:	CIRCUIT COURT
named in Mortgage,	:	
109 Lawyers Row	:	FOR
Centreville, Maryland 21617	:	
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
DAVID LESTER CHANEY and	:	
MARY MAXINE CHANEY, his wife,	:	
	:	
	:	

ORDER TO DOCKET SUIT

To: Charles W. Cecil, Esquire, Clerk:

You will please docket suit, as per the above titling, for foreclosure of the purchase money mortgage from David Lester Chaney and Mary Maxine Chaney, his wife, to Tidewater Bank dated December 29, 1964, and recorded in Liber C.W.C. No. 12, folio 264, a land record book for Queen Anne's County, State of Maryland, default having occurred in the terms thereof by reason, among others, of the non-payment of the principal and interest due thereunder at the times therein provided for the payment thereof, and you will file in said cause the original mortgage, as well as the accompanying Affidavit, and Statement of Mortgage Debt.

EDWARD TURNER
Edward Turner

B. HACKETT TURNER, Jr.
B. Hackett Turner, Jr.

Attorneys named in Mortgage
109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

Filed Aug. 19, 1965

STATEMENT OF MORTGAGE DEBT
Filed Aug. 19, 1965

EDWARD TURNER and B, HACKETT	:	IN THE
TURNER, JR., Attorneys	:	CIRCUIT COURT
named in Mortgage,	:	
PLAINTIFF	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
DAVID LESTER CHANEY and	:	
MARY MAXINE CHANEY, his wife,	:	
Mortgagors,	:	
6808 Avon Street	:	
Pleasant Hills	:	
Seat Pleasant, Maryland,	:	
DEFENDANTS.	:	

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt due and owing as of the day of sale under the purchase money mortgage from David Lester Chaney and Mary Maxine Chaney, his wife, to Tidewater Bank, said mortgage bearing date December 29, 1964, and recorded in Land Liber Queen Anne's County C. W. C. No. 12, folio 264.

Amount of the principal mortgage debt secured by said mortgage and as appears from the mortgage note attached hereto - - - - -	\$9,500.00
Principal payments made - - - - -	88.34
	\$9,411.66
Interest due from May 10, 1965, to Sept. 21, 1965 -	197.12
Advanced by Tidewater Bank for property maintenance -	15.00
Interest for sixty (60) days from day of sale in accordance with Article 66, Section 8A of the Annotated Code of Maryland - - - - -	98.00
	\$9,721.78
Plus 10% collection commissions, as provided in Note, on \$9,721.78	\$972.18
And counsel fee as provided in mortgage	50.00
	<u>1,022.18</u>
Total amount of mortgage debt	\$10,743.96

B. HACKETT TURNER, Jr.
B. Hackett Turner, Jr., One of
the Attorneys named in Mortgage.
109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

Filed Aug. 19, 1965

*
For Note Attached see below Military Affidavit on this Page.

MILITARY AFFIDAVIT
Filed Aug. 19, 1965

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

I HEREBY CERTIFY, that on this 19th day of August, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. HACKETT TURNER, JR., One of the Attorneys named in Mortgage, and made oath in due form of law that the foregoing is a true Statement of Mortgage Debt due from David Lester Chaney and Mary Maxine Chaney, his wife, as Mortgagors under the Mortgage mentioned and described in the said Statement, to the best of his knowledge and belief; and that neither of the Defendants, David Lester Chaney and Mary Maxine Chaney, his wife, are in the Military Service of the United States, and that neither Defendant has been in such service within SIX (6) MONTHS prior hereto; and that this information is obtained from persons who know the Defendants.

CHARLES W. CECIL
Clerk of the Circuit Court for
Queen Anne's County.

Filed Aug. 19, 1965

*
PRINCIPAL PURCHASE MONEY MORTGAGE NOTE

\$9,500.00 Stevensville, Maryland, December 29 1964.

For Value received we, or either of us, jointly and severally promise to pay to the order of TIDEWATER BANK Kent Island the sum of NINE THOUSAND FIVE HUNDRED - - - 00/100 Dollars Negotiable and payable at the Banking House in installments of \$92.71 each, beginning on the 10th day of February 1965 including interest to date of payment of each installment at the rate of 6% per annum on the full amount of balance of note, and payable every month thereafter, with interest as aforesaid, until the full balance is paid.

Upon non-payment of any installment of principal or interest all remaining installments shall immediately become due and payable, at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemption waived.

DAVID LESTER CHANEY. (SEAL)

MARY MAXINE CHANEY (SEAL)

SECURED BY FIRST PURCHASE MONEY MORTGAGE ON
REAL ESTATE. (Filed Aug. 19, 1965)

Amt. \$9500.00
Payable Monthly

And on the back of the foregoing are the following payments.

SCHEDULE OF PAYMENTS

DATE PAID	INT.	PRIN.	BALANCE
1 3/17/65	92.71	-----	9500.00
2 4/12/65	49.79	42.92	9457.08
3 5/10/65	47.29	45.42	9411.66
4 8/18/65 for Grass Cutting		15.00	9426.66

MORTGAGE
Filed Aug. 19, 1965

No 53048
Re 9313 RECEIVED FOR RECORD Dec. 30, 1964

THIS PURCHASE MONEY MORTGAGE, made this 29th day of December, 1964, by and between DAVID LESTER CHANEY and MARY MAXINE CHANEY, his wife, parties of the first part, hereinafter referred to as MORTGAGOR, and TIDEWATER BANK, a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor 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) payable, with interest thereon from the date hereof at the rate of SIX (6%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, to complete the payment of a portion of the balance of the purchase money for the hereinafter described real estate, in the following manner;

IN monthly installments of NINETY TWO DOLLARS AND SEVENTY ONE

CENTS (\$92.71) each, including interest as aforesaid, the first of said installments to be payable on the 10th day of February, 1965:

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFOR, THIS PURCHASE MONEY MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Cloverfields, Plat 2", by Purdum and Jeschke, registered engineers and land surveyors, dated March 4, 1959, and recorded among the land records of Queen Anne's County, Maryland, in Liber T. S. P. No. 46, folio 383, said lot being known and designated thereon as Lot 2, Block D of Cloverfields;

BEING the same and all of the land and premises which was granted and conveyed unto the said David Lester Chaney and Mary Maxine Chaney, his wife, by Dorothea G. Weakley, Attorney-in-fact for Walter Oberleiton and Edith E. Oberleiton, his wife, by deed of conveyance bearing date the 29th day of December, 1964, 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 all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidence by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness 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, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or TURNER & TURNER, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, 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 hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and

will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

VIRGINIA S. WHITE

DAVID LESTER CHANEY (SEAL)
David Lester Chaney

VIRGINIA S. WHITE

MARY MAXINE CHANEY (SEAL)
Mary Maxine Chaney

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

On this the 29th day of December, 1964, before me, * Virginia S. White, the undersigned officer, personally appeared David Lester Chaney and Mary Maxine Chaney, his wife, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Thurman P. Jefferson, Cashier for Tidewater Bank, 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 of the within named Mortgagee to make this affidavit.)

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

Notary Public Seal.

VIRGINIA S. WHITE
Virginia S. White, Notary Public
My commission expires May 3, 1965.

CERTIFIED COPY OF BOND
Filed Aug. 20, 1965.

RECEIVED FOR RECORD Aug. 20, 1965

LIBER 1 PAGE 116

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

KNOW ALL MEN BY THESE PRESENTS, that we, Edward Turner and B. Hackett Turner, Jr., of Queen Anne's County, State of Maryland, as principals, 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 TWELVE THOUSAND DOLLARS (\$12,000.00), current money of the United States of America, to be paid to the said State of Maryland, 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, 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 20th day of August, 1965;

WHEREAS, the above bounden Edward Turner and B. Hackett Turner, Jr., by virtue of the power contained in a purchase money mortgage from David Lester Chaney and Mary Maxine Chaney, his wife, to Tidewater Bank, Stevensville, Maryland, bearing dated December 29, 1964, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 12, folio 264, etc.; are 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.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edward Turner and B. Hackett Turner, Jr. do 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

EDWARD TURNER (SEAL)
Edward Turner

VIRGINIA S. WHITE

B. HACKETT TURNER, Jr. (SEAL)
B. Hackett Turner, Jr.

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY:

VIRGINIA S. WHITE

By B. HACKETT TURNER, Jr.
B. Hackett Turner, Jr.,
ITS ATTORNEY-IN-FACT

Security approved and Bond filed
Aug. 20, 1965

Corporate Seal.

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 C.W.C. No. 1, folio 116, 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 August in the year nineteen hundred and sixty-five.

Circuit Court Seal.

CHARLES W. CECIL Clerk

REPORT OF SALE Filed Sept. 22, 1965

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage, 109 Lawyers Row Centreville, Maryland 21617 PLAINTIFFS

vs.

DAVID LESTER CHANEY and MARY MAXINE CHANEY, his wife, Mortgagors, 6908 Avon Street Pleasant Hills Seat Pleasant, Maryland, DEFENDANTS.

IN THE 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 Edward Turner and B. Hackett Turner, Jr., Attorneys named in the mortgage from David Lester Chaney and Mary Maxine Chaney, his wife, to Tidewater Bank, said mortgage bearing date December 29, 1964, and recorded in Land Liber Queen Anne's County C. W. C. No. 12, folio 264; said attorneys to make sale of the property in the proceedings in said cause mentioned, respectfully shows:

That after giving bond to the State with such security as the Clerk of this Court did approve conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as required by law; and after having advertised the mortgaged property for sale, in accordance with the annexed certificate of advertisement in the Queen Anne's Record-Observer, a newspaper published in said County, for more than twenty (20) days prior to the date of sale, said attorneys did attend said sale, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, September 21, 1965, at 1:30 P. M. D. S. T., and after reading the advertisement of sale, and after having the auctioneer, Ross Rhodes, cry the sale for a considerable time, did sell the mortgaged property unto Tidewater Bank, a body corporate, it being then and there the highest bidder thereof, at and for the sum of NINE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$9,650.00), upon the terms mentioned in said advertisement.

The said attorneys named in the mortgage further certify that they believe said purchaser will pay the purchase money for said property and that it will fully comply with the terms of sale, upon ratification of sale by the Court; and they attach hereto purchaser's affidavit required by the Maryland rules.

This Report states the amount of sale to be NINE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$9,650.00).

Respectfully submitted,

EDWARD TURNER Edward Turner

B. HACKETT TURNER, Jr. B. Hackett Turner, Jr., Attorneys named in mortgage.

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

I HEREBY CERTIFY, that on this 22nd day of September, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys 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 to the best of their knowledge and belief and that the sale was fairly made.

CHARLES W. CECIL Clerk of the Circuit Court for Queen Anne's County.

Filed Sept. 22, 1965

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Sept. 22, 1965

MORTGAGE SALE

-OF VALUABLE-

REAL ESTATE

UNDER and by virtue of the Power of Sale contained in a purchase money mortgage from David Lester Chaney and Mary Maxine Chaney, his wife, to Tidewater Bank dated December 29, 1964, and recorded in Liber C. W. C. No. 12, folio 264, a land record book for Queen Anne's County, State of Maryland, default having occurred in the terms of said mortgage, the undersigned attorneys named in said mortgage to make sale in the event of default, will offer at public sale to the highest bidder, on Tuesday, September 21, 1965 at 1:30 o'clock p.m. (DST) in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Cloverfields, Plat 2", by Purdum and Jescke, registered engineers and land surveyors, dated March 4, 1959, and recorded among the land records of Queen Anne's County, Maryland, in Liber T. S. P. No. 46, folio 383, said lot being known and designated thereon as Lot 2, Block D of Cloverfields;

BEING the same and all of the land and premises which was granted and conveyed unto the said David Lester Chaney and Mary Maxine Chaney, his wife, by Dorothea G. Weakley, Attorney-in-fact for Walter Oberleiton and Edith E. Oberleiton, his wife, by deed dated December 29, 1964, and recorded in Liber C. W. C. No. 12, folio 262, a Land record book for Queen Anne's County aforesaid.

THIS PROPERTY IS IMPROVED BY A ONE STORY SEMI-RAMBLER TYPE HOUSE, built in 1963; asbestos shingles; with kitchen, dining and living area, two bedrooms, and utility room-central heat. This is a fine house in an excellent development with good roads and easy access to the fishing and recreational advantages and waters of this area.

TERMS OF SALE: One third (1/3) of the purchase money will be required in cash on the day of sale, and the balance thereof is to be paid upon ratification of the sale by the Court and is to be secured by note of the purchaser bearing interest from the day of sale at six percentum (6%) per annum. Taxes and insurance will be adjusted to the day of sale and all title papers, deed of conveyance, revenue stamps and recordation costs to be at the purchasers' expense. Possession will be given upon ratification of sale.

EDWARD TURNER and B. HACKETT TURNER, JR.,
Attorneys named in Mortgage.

Ross Rhodes, Auctioneer

4t-9-16

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., Sept. 22, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the MORTGAGE SALE DAVID LESTER CHANEY AND MARY MAXINE CHANEY in the case of a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 21 day of SEPT, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26 day of AUG 1965, and the last insertion on the 16 day of SEPT, 1965

THE RECORD-OBSERVER CORPORATION

BY DOROTHY MONROE

Filed Sept. 22, 1965

CERTIFICATE OF AUCTIONEER
Filed Sept. 22, 1965

Edward Turner &
B. Hackett Turner
Attorneys named in mortgage
Chancery No. 4720
Circuit Court
Queen Anne's County

In account with
Ross Rhodes, Auctioneer

TO FEE, for crying sale of David Lester Chaney
and wife property at Cloverfields Farms,
Kent Island, Queen Anne's County, Mary-
land on September 21, 1965 - - - - - \$ 25.00

Filed Sept. 22, 1965

EDWARD TURNER and B. HACKETT
TURNER, JR., Attorneys
named in Mortgage,

PLAINTIFF	:	IN THE CIRCUIT COURT
vs.	:	FOR
DAVID LESTER CHANEY and MARY MAXINE CHANEY, his wife, Mortgagors,	:	QUEEN ANNE'S COUNTY
DEFENDANTS.	:	IN EQUITY

I, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due, as set forth, are all and singular of the fees and sums due, and that I have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing me or aiding me to be employed to make the sale for which the annexed bill or statement was rendered.

ROSS RHODES
Ross Rhodes, Auctioneer

SUBSCRIBED and sworn to before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, by ROSS RHODES this 21st day of September, 1965.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White, Notary Public

My commission expires July 1, 1967

Filed Sept. 22, 1965

CERTIFICATE OF PURCHASER
Filed Sept. 22, 1965

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

I HEREBY CERTIFY, that on this 21st day of September 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thurman P. Jefferson, Agent for Tidewater Bank, Purchaser/, and made oath in due form of law that Tidewater Bank, the Purchaser/, purchased as principal and not as agent for anyone, all that lot, parcel, or tract of land in Cloverfields Development in the 4th Election District, Queen Anne's County, known as Lot No. 2, Block D, and that he did not directly or indirectly discourage anyone from bidding for the said property more particularly described in the advertisement of said property filed in this cause, at and for the purchase price of NINE THOUSAND SIX HUNDRED FIFTY (\$9,650.00) Dollars.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

My commission expires July 1, 1967.

Filed Sept. 22, 1965

ORDER NISI ON SALE
Filed Sept. 22, 1965

Edward Turner and B. Hackett Turner,
Jr., Attorneys named in Mortgage

vs.

David Lester Chaney and
Mary Maxine Chaney, his wife,
Mortgagors

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4720

ORDERED, this 22nd. day of September, 1965, that the sale of the real property, made and reported in this cause by Edward Turner and B. Hackett Turner, Jr., Attorneys named in mortgage, be ratified and confirmed, on or after the 25th. day of October, 1965, 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 18th. day of October, 1965.

The report states the amount of sales to be \$9,650.00.

CHARLES W. CECIL Clerk

Filed Sept. 22, 1965

ORDER NISI ON SALE
Filed Sept. 30, 1965

Edward Turner and B. Hackett Turner,
Jr., Attorneys named in Mortgage

In the Circuit Court

vs.
David Lester Chaney and
Mary Maxine Chaney, his wife,
Mortgagors

for Queen Anne's County
In Equity
Cause No. 4720

ORDERED, this 30th day of September, 1965, that the sale of the real property, made and reported in this cause by Edward Turner and B. Hackett Turner, Jr., Attorneys named in mortgage, be ratified and confirmed, on or after the 1st day of November, 1965, 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 October, 1965.

The report states the amount of sales to be \$9,650.00.

CHARLES W. CECIL Clerk

Filed Sept. 30, 1965

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE
Filed Oct. 26, 1965

ORDER NISI ON SALE

Edward Turner & B. Hackett Turner,
Jr., Attorneys named in Mortgage

vs.

David Lester Chaney and
Mary Maxine Chaney, his wife
Mortgagors

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

Cause No. 4720

ORDERED, this 30th day of September, 1965, that the sale of the real property, made and reported in this cause by Edward Turner and B. Hackett Turner, Jr., Attorneys named in mortgage, be ratified and confirmed, on or after the 1st day of November, 1965, 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 October, 1965.

The report states the amount of sales to be \$9,650.00.

CHARLES W. CECIL, Clerk

Filed: Sept. 30, 1965

True Copy

Test: CHARLES W. CECIL, Clerk

3t-10-21

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., Oct. 26, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4720 in the case/estate of Edward Turner & B. Hackett Turner, Attys named in Mortgage v. David L. Chaney & Mary M. Chaney, h/w Mortgagors a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 25 day of OCT, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7 day of OCT 1965, and the last insertion on the 21 day of OCT, 1965.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Oct. 26, 1965

FINAL ORDER OF RATIFICATION
Filed Nov. 1, 1965

EDWARD TURNER and B. HACKETT
TURNER, JR., Attorneys
named in Mortgage,
109 Lawyers Row

IN THE
CIRCUIT COURT
FOR

Centreville, Maryland 21617 : QUEEN ANNE'S COUNTY
 PLAINTIFFS :
 vs. : IN EQUITY
 : CHANCERY NO. 4720
 DAVID LESTER CHANEY and :
 MARY MAXINE CHANEY, his wife, :
 Mortgagors, :
 6908 Avon Street :
 Pleasant Hills :
 Seat Pleasant, Maryland, :
 DEFENDANTS. :

: : : :
FINAL ORDER OF RATIFICATION

Upon the foregoing Report of Sale and Affidavits, IT IS ORDERED, this 1st day of November, 1965, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made by Edward Turner and B. Hackett Turner, Jr., Attorneys named in Mortgage, on the 21st day of September, 1965, and reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the preceding Order Nisi; and the said Attorneys named in mortgage are allowed the usual commissions under the rule of this Court and such proper expenses as they shall produce vouchers for to the auditor.

THOS. J. KEATING, Jr.
 JUDGE

Filed: Nov. 1, 1965

REPORT AND ACCOUNT OF AUDITOR
 Filed Nov. 10, 1965

EDWARD TURNER, et al.,
 Attorneys named in Mortgage

vs.

DAVID LESTER CHANEY
 and wife

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY

IN EQUITY

No. 4720

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 Edward Turner and B. Hackett Turner, Jr., Attorneys named in Mortgage (and vendor), in this foreclosure proceedings; wherein it appears that the proceeds of sale are insufficient to pay the costs of these proceedings and the amount due under said mortgage, whereby the deficiency appears to be in the amount of \$1,022.67.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and interest upon the unpaid portion of the purchase price, per his settlement sheet, and is allowed thereafter, the following expenses, to wit: Court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendors' share of taxes, the vendors' fee for their services and their commissions for making said sale and the fee of your auditor for stating this account. The commissions provided by the mortgage note have been waived by the Attorneys named in the mortgage.

Respectfully submitted,

J. THOMAS CLARK
 J. Thomas Clark
 Auditor

November 10, 1965

Filed Nov. 10, 1965

Cause No. 4720

The proceeds of the sale of real estate reported in this cause, in account with Edward Turner and B. Hackett Turner, Jr., Attorneys named in Mortgage, of the mortgage foreclosed in these proceedings (and vendors of said land).

Cr.

1965		
Nov. 1	By proceeds of the sale of land, per report of vendor, to wit:--	\$9,650.00
	By interest on unpaid balance of purchase money from September 21, 1965, to November 9, 1965, per statement of vendor-----	<u>52.50</u>

By gross proceeds of sale, to wit:-----\$9,702.50

Dr.

To Edward Turner and B. Hackett Turner, Jr.,
Attorneys named in mortgage (and vendors)
per terms of mortgage, as follows, to wit:
1-Their fee for their services----\$50.00
2-Their commissions for making sale
to wit:-----632.50 682.50

To do., for an amount paid Charles W. Cecil,
Clerk, as advanced court costs, per
receipt exhibited, to wit:----- 15.00

To do., for an amount due Charles W. Cecil,
Clerk, for additional court costs, per
statement exhibited, to wit:
1-Costs of Charles W. Cecil, Clerk-\$19.95
2-Appearence fee of Turner and
Turner, Attorneys-----10.00 29.95

To do., for an amount paid United States
Fidelity and Guaranty Company, for the
premium on the corporate surety bond
filed in this cause, per receipt exhibit-
ed, to wit:----- 48.00

To do., for amounts paid Queen Anne's Record-
Observer, per its receipts exhibited, to wit:
1-For publishing Notice of sale----\$87.50
2-For publishing Order Nisi of sale 14.00 101.50

To do., for an amount paid Ross Rhodes,
Auctioneer, for cying said sale, per his
receipt exhibited, to wit:----- 25.00

November 10, 1965

J. Thomas Clark
Auditor

To do., for an amount paid Royden N. Powell,
Jr., Treasurer, for the vendors' share of
the State and County taxes, per settlement
sheet of vendors', to wit:----- \$35.44

To J. Thomas Clark, Auditor, for stating this
audit, the sum of----- 60.00

To Tidewater Bank, Mortgagee, as a partial
payment on the mortgage debt of the mortgage
foreclosed in these proceedings, per statement
of mortgage debt filed in this cause, in the
sum of \$9,721.78, the balance or the sum of-- 8,705.11
\$9,702.50 \$9,702.50

November 10, 1965

J. Thomas Clark
Auditor

Filed Nov. 10, 1965

CERTIFICATE OF NOTICES MAILED
Filed Nov. 10, 1965

EDWARD TURNER, et al.,
Attorneys named in Mortgage

vs.

DAVID LESTER CHANEY
and wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4720

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 10,
1965, 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:

Edward Turner and B. Hackett
Turner, Jr.
Lawyers Row
Centreville, Maryland

David Lester Chaney and

Mary Maxine Chaney, his wife
6908 Avon Street
Pleasant Hills
Seat Pleasant, Maryland

Tidewater Bank
Stevensville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on November 10, 1965, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed November 26, 1965, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 29, 1965.

J. THOMAS CLARK
Auditor

Filed Nov. 10, 1965

NISI RATIFICATION OF AUDIT
Filed Nov. 10, 1965

NISI RATIFICATION OF AUDIT

Edward Turner and B. Hackett
Turner, Jr.,
Attorneys named in Mortgage

vs.

David Lester Chaney and
Mary Maxine Chaney, his wife

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

Cause No. 4720

ORDERED, this 10th. day of November, 1965, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th. day of November, 1965, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Nov. 10, 1965

FINAL RATIFICATION OF AUDIT
Filed Dec. 8, 1965

Edward Turner and B. Hackett
Turner, Jr., Attorneys named
in Mortgage,

vs.

David Lester Chaney and
Mary Maxine Chaney, his wife

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

Chy. No. 4720

FINAL RATIFICATION OF AUDIT

ORDERED, this 8th. day of December, 1965, 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 Edward Turner and B. Hackett Turner, Jr., Attorneys named in Mortgage, are 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 Dec. 8, 1965

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

JAMES E. THOMPSON, JR.,
Assignee for the Purpose
of Collection by Floreclosure
or Otherwise
117 Lawyers Row
Centreville, Maryland

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4725

vs.

MARY E. JOHNSON CONLEY and
JAMES CONLEY, both late of
Queen Anne's County, State
of Maryland

* * * * *

ORDER TO DOCKET SUIT

TO THE CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

MR. CLERK:

Please docket suit for the foreclosure of the mortgage from Mary E. Johnson Conley and James Conley, her husband, to John Palmer Smith, Mortgagee, which said mortgage is dated May 5, 1959, recorded May 6, 1959, in Liber T.S.P. No. 47, folio 437, a Land Record Book for Queen Anne's County, which said mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise on September 1, 1964, default having occurred in the terms and provisions of said mortgage by nonpayment of principal and interest provided for therein and you will please file in said cause a certified copy of the aforesaid mortgage and the short assignment endorsed thereon above referred to and mark the same "Assignee's Exhibit No. 1".

JAMES E. THOMPSON, Jr.
James E. Thompson, Jr., Assignee for
the Purpose of Collection by Fore-
closure or Otherwise
117 Lawyers Row
Centreville, Maryland
Phone: 758-0877

Filed Sept. 7, 1965
MILITARY AFFIDAVIT Filed Sept. 7, 1965
STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

THIS IS TO CERTIFY, that on this 7th day of September, 1965, 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 he has determined that both Mary E. Johnson Conley and James Conley, her husband, are deceased and consequently cannot be in the military service of the United States as defined by the Soldiers and Sailors Relief Act.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public
My Commission Expires July 1, 1967

Filed Sept. 7, 1965

Notary
Public
Seal.

ASSIGNEE'S EXHIBIT No. 1
Filed Sept. 7, 1965

#42,265

LIBER 47 PAGE 437

RECEIVED FOR RECORD May 6, 1959

This Mortgage, Made this fifth day of May, in the year nineteen hundred and fifty-nine, by Mary E. Johnson Conley and James Conley, her husband, of Queen Anne's County, Maryland, hereinafter called "MORTGAGORS",

WHEREAS, the said Mortgagors have borrowed from John Palmer Smith of said county and State, the full sum of Four Hundred Dollars (\$400.00), to be repaid, with interest semi-annually, at the rate of six per cent per annum, at the expiration of one year from the date of these presents.

NOW, THEREFOR, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said Mary E. Johnson Conley and James Conley, her husband, do hereby grant and convey unto the said John Palmer Smith, his heirs and assigns, in fee simple, the following described property, to wit:

ALL that lot and parcel of land, improved by a frame dwelling house, now known as "THE MARY E. JOHNSON CONLEY RESIDENTIAL PROPERTY", situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, being about 2 miles north of Stevensville, located on the north side of but to adjacent to the dirt road running from the concrete road leading from Stevensville to Love Point to the dirt road, known as the "old road", leading from Stevensville to Love Point, being located west of but not adjacent to the said "old road", bounded on the north by lands of Rachel Wright, formerly the Grollman lands; bounded on the east by the Catherine Fisher lands, formerly the Green Heirs lot, bounded on the south by the lands of Dorothy Dorsey Carter, and bounded on the west by the Alfred or Walter White lands, and containing 1-1/2 Acres of land, more or less; and being part of the land conveyed unto the said Mary E. Johnson, or Mary Johnson, now by marriage Mary E. Johnson Conley, by Dr. John R. Benton by deed dated Feb. 14, 1929, recorded in Land Liber B. H. T. #11, folio 465; and by confirmatory deed from Dr. John R. Benton and others dated Nov. 1, 1930, and recorded in Land Liber B. H. T. #12, folio 60.

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, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee, his successors, executors, administrators or assigns, the aforesaid sum of Four Hundred Dollars (\$400.00), 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 his, her or 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, their heirs and assigns, shall possess said property.

AND the Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, his 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 Mortgagee, 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 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, his 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 Mortgagee, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, 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 Queen Anne's County, in Equity, and a fee of Fifty 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, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, 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 Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under

foresaid, 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 Mary E. Johnson Conley and James Conley, her husband, both late of Queen Anne's County, State of Maryland, Mortgagors under the aforesaid mortgage mentioned and described in the said statement to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public
My Commission Expires July 1, 1967

Notary
Public
Seal

Filed Sept. 7, 1965

CERTIFIED COPY OF BOND
Filed Sept. 30, 1965

RECEIVED FOR RECORD Sept. 30, 1965

FIDELITY and DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, James E. Thompson, Jr., of Centreville, Queen Anne's County, Maryland, assignee of mortgage as Principal, and the FIDELITY AND DEPOSITE 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 ONE THOUSAND (\$1,000.00) 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of October in the year of our Lord nineteen hundred and sixty-five.

Whereas, the above bounden James E. Thompson, Jr., assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Mary E. Johnson Conley and James Conley to John Palmer Smith bearing date the 5th day of May, 1959 and recorded among the mortgage records of Queen Anne's County in Liber T.S.P. No. 47 Folio 437 and duly assigned to James E. Thompson, Jr., at the foot of said mortgage, which assignment has been duly recorded 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 James E. Thompson, Jr., assignee as aforesaid do and shall well and truly and faithfully perform the trust reposed in him as assignee 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 James E. Thompson, Jr., assignee of mortgage 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:

ANN M. STARKEY

JAMES E. THOMPSON, Jr. (SEAL)
James E. Thompson, Jr.
Assignee of mortgage

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MADLYN E. WOOTERS
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Security approved and Bond filed Sept. 30, 1965

Certified Copy of power
of attorney attached

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 the Original filed in this office on September 30, 1965, a Bond 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 30th day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF MORTGAGE
 Filed Sept. 30, 1965

#42265

LIBER 47 PAGE 437

RECEIVED FOR RECORD May 6, 1959

THIS MORTGAGE, Made this fifth day of May, in the year nineteen hundred and fifty-nine, by Mary E. Johnson Conley and James Conley, her husband, of Queen Anne's County, Maryland, hereinafter called "MORTGAGORS".

WHEREAS, the said Mortgagors have borrowed from John Palmer Smith of said county and state, the full sum of Four Hundred Dollars (\$400.00), to be repaid, with interest semi-annually, at the rate of six per cent per annu, at the expiration of one year from the date of these presents.

NOW, THEREFOR, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said Mary E. Johnson Conley and James Conley, her husband, do hereby grant and convey unto the said John Palmer Smith, his heirs and assigns, in fee simple, the following described property, to wit:

ALL that lot and parcel of land, improved by a frame dwelling house, now known as "THE MARY E. JOHNSON CONLEY RESIDENTIAL PROPERTY", situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, being about 2 miles north of Stevensville, located on the north side of but to adjacent to the dirt road running from the concrete road leading from Stevensville to Love Point to the dirt road, known as the "old road", leading from Stevensville to Love Point, being located west of but not adjacent to the said "old road", bounded on the north by lands of Rachel Wright, formerly the Grollman lands; bounded on the east by the Catherine Fisher Lands, formerly the Green Heirs lot, bounded on the south by the lands of Dorothy Dorsey Carter, and bounded on the west by the Alfred or Walter White lands, and containing 1-1/2 Acres of land, more or less; and beng part of the land conveyed unto the said Mary E. Johnson, or Mary Johnson, now by marriage Mary E. Johnson Conley, by Dr. John R. Benton by deed dated Feb. 14, 1929, recorded in Land Liber B. H. T. #11, folio 465; and by confirmatory deed from Dr. John R. Benton and others dated Nov. 1, 1930, and recorded in Land Liber B. H. T. #12, folio 60.

TOGETHER with buildings and improvements thereupon erected, made or being, and all and every the rights, road, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

PROVIDED, that if the Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee, his successors, executors, administrators or assigns, the aforesaid sum of Four Hundred Dollars (\$400.00), 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 his, her or 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, their heirs and assigns, shall possess said property.

AND the Mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, his 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 Mortgagee, 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 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, his 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 Mortgagee, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, 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 Queen Anne's County, in Equity, and a fee of Fifty 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, his successors, executors, administrators or assigns, or JOHN PALMER SMITH, 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 Mortgagors, for themselves and for 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 and 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 both Mortgagors:

HELEN E. PARDEE
Helen E. Pardee.

MARY E. JOHNSON CONLEY (SEAL)
Mary E. Johnson Conley

JAMES CONLEY (SEAL)
James Conley

STATE OF MARYLAND, :
COUNTY OF QUEEN ANNE'S, : to wit:

I HEREBY CERTIFY that on this 5th day of May, 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 the County aforesaid, personally appeared Mary E. Johnson Conley and James Conley, her husband, the mortgagors, and they acknowledged the foregoing MORTGAGE to be their act.

AND at the same time also personally appeared John Palmer Smith, the 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.

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

HELEN E. PARDEE Notary Public
Helen E. Pardee.

Rel2770 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of September, in the year nineteen hundred and sixty five, the following Assignment was brought to be recorded, to wit:-

I HEREBY transfer and assign the within and foregoing Mortgage and the debt thereby secured, unto James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this first day of September, 1964.

Witness:

JOHN PALMER SMITH (SEAL)
John Palmer Smith.

JOHN E. LEWIS

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 437, 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 30th day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

Filed Sept. 30, 1965

REPORT OF SALE
Filed Oct. 13, 1965

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

vs.

MARY E. JOHNSON CONLEY and
JAMES CONLEY, both late of
Queen Anne's County, State
of Maryland

IN EQUITY NO. 4725

* * * * *

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 from Mary E. Johnson Conley and James Conley, her husband, Mortgagors, to John Palmer Smith, Mortgagee, which said mortgage is dated May 5, 1959, recorded May 6, 1959, in Liber T.S.P. No. 47, folio 437, a Land Record Book for Queen Anne's County, which said mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr., for the purpose of collection by foreclosure or otherwise, on September 1, 1964, 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 Tuesday, October 5, 1965, 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 on the premises in front of the Court House in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, October 5, 1965, at 1:00 o'clock, P.M., 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 William E. Denny and Ida G. Denny, his wife, of Stevensville, Queen Anne's County, Maryland, at and for the sum of Five Hundred Dollars (\$500.00), said real estate being described as follows, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house, known as "The Mary E. Johnson Conley Residential Property," situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, being about 2 miles north of Stevensville, located on the north side of but not adjacent to the dirt road running from the concrete road leading from Stevensville to Love Point to the dirt road, known as the "old road," leading from Stevensville to Love Point, being located west of but not adjacent to the said "old road", bounded on the north by lands of Rachel Wright; bounded on the east by the Catherine Fisher lands; bounded on the south by the lands of Dorothy Dorsey Carter, and bounded on the west by the Alfred or Walter White lands, containing 1-1/2 acres of land, more or less.

SAVE AND EXCEPT, that portion of the aforesaid property granted and conveyed by Mary E. Johnson Conley and James Conley, her husband, to Norman McDaniel and Hazel McDaniel, his wife, by deed dated February 9, 1959, recorded in Liber T.S.P. No. 46, folio 93, a Land Record Book for Queen Anne's County.

BEING a part of the land conveyed unto Mary E. Johnson, later by marriage Mary E. Johnson Conley, by Dr. John R. Benton, by deed dated February 14, 1929, recorded in Liber B.H.T., No. 11, folio 465, and by confirmatory deed from Dr. John R. Benton and others, dated November 1, 1930, recorded in Liber B.H.T. No. 12, folio 60, both Land Record Books for Queen Anne's County, Maryland.

The Purchasers have given in cash to your Assignee the sum of Fifty Dollars (\$50.00) and it is believed that they will comply with the other terms of sale upon ratification of the sale by this Court.

The Report states the amount of the said sale to be Five Hundred Dollars (\$500.00) 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 13th day of October, 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the Queen Anne's County, personally appeared James E. Thompson, Jr., Assignee, of the aforesaid mortgage for the purpose of collection by foreclosure or otherwise, 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 said sale was fairly made.

WITNESS my hand and Notarial Seal the day and year first above written.

Filed Oct. 13, 1965

JANE L. YOUNG
Notary Public
My Commission Expires: July 1,
1967

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION OF
ASSIGNEE'S SALE
Filed Oct. 13, 1965

James E. Thompson, Jr.
Attorney-at-Law
117 Lawyers Row
Centreville, Maryland

ASSIGNEE'S SALE

- OF VALUABLE -

REAL ESTATE

SITUATE ON KENT ISLAND,
Queen Anne's County, Maryland

The undersigned Assignee for the purpose of foreclosure under and by virtue of assignment of a Mortgage from Mary E. Johnson Conley and James Conley, her husband, late of Queen Anne's County, to John Palmer Smith, dated May 5, 1959, recorded May 6, 1959, in Liber T.S.P. No. 47, folio 437, a Land Record Book for Queen Anne's County, said mortgage being in default, will offer at public sale to the highest bidder in front of the Court House, Centreville, on TUESDAY, OCTOBER 5, 1965 at 1:00 O'clock P.M. the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house, known as "The Mary E. Johnson Conley Residential Property," situate on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, being about 2 miles north of Stevensville, located on the north side of but not adjacent to the dirt road running from the concrete road leading from Stevensville to Love Point to the dirt road, known as the "old Road", leading from Stevensville to Love Point, being located west of but not adjacent to the said "old road", bounded on the north by lands of Rachel Wright; bounded on the east by the Catherine Fisher lands; bounded on the south by the lands of Dorothy Dorsey Carter, and bounded on the west by the Alfred or Walter White lands, containing 1½ acres of land, more or less.

SAVE AND EXCEPT, that portion of the aforesaid property granted and conveyed by Mary E. Johnson Conley and James Conley, her husband, to Norman McDaniel, his wife, by deed dated February 9, 1959, recorded in Liber T.S.P. No. 46, folio 93, a Land Record Book for Queen Anne's County.

BEING a part of the land conveyed unto Mary E. Johnson later by marriage Mary E. Johnson Conley, by Dr. John R. Benton, by deed dated February 14, 1929, recorded in Liber BHT, No. 11, folio 465, and by confirmatory deed from Dr. John R. Benton and others, dated November 1, 1930, recorded in Liber B.H.T. No. 12, folio 60, both Land Record Books for Queen Anne's County, Maryland.

TERMS OF SALE: 10% of the purchase money in cash or by certified check on day of sale. The balance thereof upon final ratification of sale by the Circuit Court for Queen Anne's County, or all cash on the day of sale at the option of the purchaser.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, and other costs of transfer to be at the 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

William J. Barcus, Jr., Auctioneer

4t-9-30

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Oct. 7, 1965

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale Conley in the case/estate of Mary E. Johnson Conley & James Conley 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 Oct., 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of Sept. 1965, and the last insertion on the 30th day of Sept., 1965

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By DOROTHY MONROE

Filed Oct. 13, 1965

AFFIDAVIT BY PURCHASER
Filed Oct. 13, 1965

JAMES E. THOMPSON, JR.
Assignee for the Purpose
of Collection by Foreclosure
or Otherwise
117 Lawyers Row
Centreville, Maryland

vs.

MARY E. JOHNSON CONLEY and
JAMES CONLEY, both late of
Queen Anne's County, State
of Maryland

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IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY NO. 4725

* * * * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 5th day of October, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William E. Denny, one of the purchasers, and made oath in due form of law as follows:

That they were not acting as Agent for anyone in purchasing the real estate sold in the Cause;

That no other persons are interested in said sale as Principals;

That they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public
My Commission Expires: July 1,
1967

Filed Oct. 13, 1965

Notary
Public
Seal.

ORDER NISI ON SALE
Filed October 13, 1965

ORDER NISI ON SALE

James E. Thompson, Jr.,
Assignee for the Purpose of
Collection by Foreclosure or Otherwise
117 Lawyers Row
Centreville, Maryland

vs.

Mary E. Johnson Conley and James Conley,
both late of Queen Anne's County,
State of Maryland

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In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4725

ORDERED, this 13th. day of October, 1965, 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 15th. day of November, 1965, 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 November, 1965.

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

CHARLES W. CECIL Clerk

Filed October 13, 1965.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF ORDER NISI ON SALE

ORDER NISI ON SALE

James E. Thompson, Jr.,
Assignee for the Purpose of Collect-
ion by Foreclosure or Otherwise
117 Lawyers Row
Centreville, Maryland

vs.

Mary E. Johnson Conley and
James Conley,
both late of Queen Anne's County,
State of Maryland

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

Cause No. 4725

ORDERED, this 13th day of October, 1965, 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 15th day of November, 1965, 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 November, 1965.

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

CHARLES W. CECIL, Clerk

Filed: October 13, 1965

True Copy

Test

CHARLES W. CECIL, Clerk

3T-11-4

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., November 18, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi Cause No. 4725 in the case of Mary E. Johnson and James Conley a true copy of which is annexed hereto, was published in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1965, and that the first insertion of said advertisement in said Queen Anne's Record-Observer was on the 21st. day of October 1965, and the last insertion on the 4th day of November 1965

THE RECORD-OBSERVER CORPORATION

By DOROTHY M. MONROE

Filed Nov. 18, 1965

FINAL ORDER OF RATIFICATION
Filed Nov. 18, 1965

JAMES E. THOMPSON, JR.
Assignee for the Purpose
of Collection by Foreclosure
or Otherwise
117 Lawyer's Row
Centreville, Maryland

vs.

MARY E. JOHNSON CONLEY and
JAMES CONLEY, both late of
Queen Anne's County, State
of Maryland

*
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*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
In Equity No. 4725

FINAL ORDER OF RATIFICATION

IT IS this 18th day of November, 1965, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the sale of the real estate made and reported in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof havinb been shown, although notice appears to have been given as required by the preceding Order Nisi and the Assignee making said sale is allowed the usual commissions and such expenses not personal as he shall produce vouchers for to the Auditor.

THOS. J. KEATING, Jr.
JUDGE

Filed Nov. 18, 1965.

REPORT AND ACCOUNT OF AUDITOR
Filed Jan. 18, 1966

JAMES E. THOMPSON, JR.

IN THE CIRCUIT COURT FOR

Assignee, etc.

vs.

MARY E. JOHNSON CONLEY, et al.

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4725

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 of the mortgage foreclosed in this proceeding (and vendor of said land); wherein it appears that the proceeds of sale are not sufficient to pay the costs of these proceedings and the amount due under said mortgage. The mortgage deficiency appears to be in the sum of \$174.78.

2. That in the within account, the vendor is charged with the proceeds of sale, per his report filed in this cause, and is allowed thereafter the following expenses, to wit: Court costs, bond premium, costs of publishing the Notice of Sale and the Order Nisi of Sale, the auctioneer's charges for crying sale, the vendor's fee for his services and his commissions for making said sale, the notary charges, the costs for assigning the mortgage to the Assignee, the fee of your Auditor for stating this account, and the balance was directed to be paid to said Assignee as a partial payment on the mortgage indebtedness in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

January 18, 1966

Filed Jan. 18, 1966

Cause No. 4725

The Proceeds of the sale of real estate reported in this cause, in account with James E. Thompson, Jr., Assignee of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1965

Oct. 5 By proceeds of the sale of land, per report of vendor, to wit:--\$500.00

Dr.

To James E. Thompson, Jr., Assignee, of mortgage (and vendor) per terms of mortgage, as follows, to wit:		
1-His commissions for making sale, to wit:-----	\$50.00	
2-His fee for his services-----	50.00	\$100.00
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:-----		15.00
To do., for an amount paid Charles W. Cecil, Clerk, for assignment of mortgage to James E. Thompson, Jr., Assignee for collection, per receipt exhibited, to wit:		.75
To do., for an amount due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk-----	\$24.10	
1-Appearance fee of James E. Thompson, Jr.-----	10.00	34.10
To do., for amount due Dorothy E. Connolly, Agent, for the premium on the Assignee's corporate surety bond filed in this cause, per statement exhibited, to wit:-----		10.00
To do., for amounts paid Queen Anne's Record- Observer, per its receipts exhibited, to wit:		
1-For publishing Notice of Sale---	\$106.25	
2-For publishing Order Nisi of Sale-----	14.00	120.25
To do., for an amount due W. J. Barcus, Jr., Auctioneer, for crying said sale, per statement exhibited, to wit:-----		25.00

January 18, 1966

J. THOMAS CLARK
Auditor

To do., for an amount due Jane L. Young,
Notary Public, as notary fees, per
statement exhibited, to wit:-----\$ 1.25

To J. Thomas Clark, Auditor, for stating
this cause, the sum of----- 30.00

To James E. Thompson, Jr., Assignee, as a
partial payment on the mortgage
indebtedness of \$338.43 being all as
shown in the Statement of Mortgage
Indebtedness filed in this cause, less
the sum of \$29.30 included in said
Statement of Mortgage Indebtedness in
the sum of \$367.73, which deduction
represents Attorney's commissions on
a promissory note which is signed only
by James Conley and is not signed by
Mary E. Johnson Conley, the owner of
the real estate sold under the mortgage'
foreclosure in this cause, the balance
or the sum of----- 163.65
\$500.00 \$500.00

January 18, 1966

J. THOMAS CLARK
Auditor

Filed Jan. 18, 1966

CERTIFICATE OF NOTICES MAILED
Filed Jan. 18, 1966

JAMES E. THOMPSON, JR.
Assignee, etc.

vs.

MARY E. JOHNSON CONLEY, et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4725

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 18, 1966, 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:

- James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland
- John Palmer Smith
Lawyers Row
Centreville, Maryland
- Mary E. Johnson Conley
and James Conley
c/o Howard Johnson
Stevensville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on January 18, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 2, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on February 3, 1966.

J. THOMAS CLARK
Auditor

Filed Jan. 18, 1966

NISI RATIFICATION OF AUDIT
Filed Jan. 18, 1966

JAMES E. THOMPSON JR.
Assignee, etc.

vs.

Mary E. Johnson Conley, et al.

In the Circuit Court
for Queen Anne's County

In Equitiy

Cause No. 4725

ORDERED, this 18th. day of January, 1966, that the report and ac-

count filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd. day of February, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Jan. 18, 1966

FINAL RATIFICATION OF AUDIT
Filed Feb. 4, 1966

JAMES E. THOMPSON, JR.,
ASSIGNEE etc.

vs.

MARY E. JOHNSON CONLEY, et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY

Chy. No. 4725

FINAL RATIFICATION OF AUDIT

ORDERED, this 4th. day of February, 1966, 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 James E. Thompson, Jr., Assignee, 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 Feb. 4, 1966

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of March, in the year nineteen hundred and fifty four, the following Petition was brought to be recorded, to wit:-

EX PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	FOR
WILLIAM REX EASTON	*	QUEEN ANNE'S COUNTY
INCOMPETENT	*	IN EQUITY
	*	No. <u>3916</u>

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Peition of John H. Doyle, next friend of William Rex Easton, respectfully shows:

1. That William Rex Easton, 47 years of age, has resided in Queen Anne's County for the two years last past, but at the present time is a patient at The John Hopkin's Hospital, Baltimore, Maryland.

2. That said William Rex Easton is not now, and for over a month last past capable of managing his property, by reason of a mental disability.

3. That so far as has come to the attention of your Petitioner, said William Rex Easton owns, or has an interest in, the following personal property, viz:

CASH ON DEPOSIT

(1) Riggs National Bank, Washington, D. C.	\$ 3,397.06
(2) The Stevensville Bank of Maryland	(unknown)
(3) Walker & Dunlop, Inc., Washington, D. C.	19,552.14
(4) Chemical Bank & Trust Co., New York, N. Y.	9,997.68

SECURITIES

(1) Safekeeping account, Riggs National Bank, Washington, D. C.	
(a) 150 shs. U.S. & Foreign Securities Corp. 1st Pfd.	15,337.50
(b) 5-25/100 Eastman Kodak Co.	274.31
(2) On deposit with Auchincloss, Parker & Redpath, Brokers, Washington, D.C.:	
(a) Montgomery County due 3/1/80, 3.40%	\$ 5,000.00
(b) Maryland Bridge Revenue due 10/1/72, 3.20%	10,000.00
(c) New Jersey Highway due 7/1/85, 3%	5,000.00
(d) Washington Suburban Sanitary due 6/1/67, 3 1/2%	15,000.00
(e) Bayonne, N.J. 4's 73	10,000.00
(f) Baltimore County due 6/1/80, 3%	5,000.00
(g) Baltimore County 3% of '79'	10,000.00
(h) U.S. Treasury due 6/15/83, 3 1/4%	20,000.00
(i) 500 shs Atomic Development Mutual Fund 60'	5,000.00
(j) Washington Suburban Sanitary '65's, 3 1/2%	10,000.00
(3) 200 shs. capital stock of E & S Builders, Inc.	(No value)
(4) Promissory note from E & S Builders, Inc.	4,700.00
(5) Traveler's checks	2,350.00
(6) Other:	
(a) automobile	\$1,000.00
(b) household furnishings & effects	<u>3,000.00</u>
	4,000.00

4. That your Petitioner verily believes said William Rex Easton has a safe deposit box at Riggs National Bank, Washington, D.C. and the Stevensville Bank of Maryland, Stevensville, Maryland, the contents of which are unknown, but it is believed that said William Rex Easton also owns 85 shares Walker & Dunlap, preferred, value unknown.

5. That said William Rex Easton is also seized and possessed in fee simple of a dwelling house and tract of land, located on Kent Island in Queen Anne's County, Maryland, conveyed to him by deed dated the 20th day of March, 1952, from John P. W. Vest and wife, and recorded among the Land Records of said County in Liber T. S. P. No. 4, folio 293, of the approximate value of \$45,000.00.

6. That said William Easton is known to be indebted unto Auchincloss, Parker & Redpath in the amount of \$1,206.88, and it is estimated that his current personal accounts may amount to at least \$500.00, in addition to medical and hospital expenses incurred since he has been a patient at the John Hopkin's Hospital. By a decree of this Honorable Court passed in Chancery Cause No. 3841 on April 17, 1953, said William Rex Easton was ordered to pay Thirty-Five Dollars (\$35.00) per week as alimony unto his wife, Willett Armistead Leache Easton.

7. That there is no person having legal authority to take charge of the aforesaid real and personal estate, or to pay said accounts and alimony, and to further maintain said real estate and to pay the costs of hospitalization of said William Rex Easton.

8. That your Petitioner attaches hereto, as a part hereof, marked exhibits "A" and "B" the Certificates of two medical doctors with respect to the mental condition of said William Rex Easton.

WHEREFORE, your Petitioner hereby applies for appointment as trustee for said alleged incompetent, and does, therefor, pray this Honorable Court to pass an order (a) directing the said alleged incompetent to be summoned within ten (10) days, (b) requiring that a copy of this Petition, of said Order and of said summons be left with the said alleged incompetent and with the person with whom the alleged incompetent resides, (c) setting this Petition for hearing on or after fifteen (15) days from the date of said Order, and (d) allowing an appearance and answer at any time before or after any decree of appointment of a trustee for said alleged incompetent which may be passed by this Honorable Court in the premises.

Respectfully submitted,

JOHN H. DOYLE
Petitioner

DISTRICT OF COLUMBIA

to wit:

CITY OF WASHINGTON

I HEREBY CERTIFY, that on this 20th day of March, 1954, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared JOHN H. DOYLE, 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.

Notary Public Seal. My Commission Expires Aug. 31, 1958.

MARY WHISTON
Notary Public

Filed March 24, 1954.

EXHIBIT A
Filed March 26, 1954

EXHIBIT A

I, John W. Chambers, hereby certify as follows:

1. I am a medical doctor duly licensed to practice medicine in the State of Maryland and have been so licensed for the last five years.

2. I have attended William Rex Easton during his confinement in the John Hopkins Hospital.

3. I believe that he is incompetent to manage his property by reason of a mental disability caused by

cortical atrophy and a lesion in the left temporal-parietal region of the brain

the nature of which is

difficulty in understanding speech, reading, writing and in properly expressing himself

to the extent of

inability to understand problems or make himself understood

and the probable duration of which is

months or years.

STATE OF MARYLAND
CITY OF BALTIMORE

JOHN W. CHAMBERS, M.D.

Subscribed and sworn to before me this 22nd day of March, 1954.

Notary Public Seal

NANNIE E. YOE
Notary Public

My commission expires May 2 - 1955

Filed March 24, 1954

EXHIBIT B
Filed March 24, 1954

EXHIBIT B

I, Henry M. Thomas Jr, hereby certify as follows:

1. I am a medical doctor duly licensed to practice medicine in the State of Maryland and have been so licensed for the last five years.

2. I have attended William Rex Easton during his confinement in the John Hopkins Hospital.

3. I believe that he is incompetent to manage his property by reason of a mental disability caused by

aphasia

the nature of which is

a lesion in the left temporo-parietal region

to the extent of

jargon aphasia with inability to express himself

and the probable duration of which is

an indefinite number of months.

STATE OF MARYLAND
CITY OF BALTIMORE

HENRY M. THOMAS Jr

Subscribed and sworn to before me this 17 day of March, 1954.

MILDRED W. ROULSTON
Notary Public

My commission expires May 2, 1955

Notary Public Seal

Filed March 24, 1954

ORDER OF COURT
Filed March 24, 1954

ORDER OF COURT

UPON the Petition, Affidavit and Certificates heretofore filed in this cause, it is ORDERED this 24th day of March, 1954, by the Circuit Court for Queen Anne's County, in Equity, that William Rex Easton, the alleged incompetent, be summoned within ten (10) days from the date of this Order, that within the same time a copy of the Summons, Petition and Order shall be left with the said alleged incompetent and with the person with whom the alleged incompetent resides; that said Petition be and it is hereby set down for hearing before this Court at 1.30 o'clock, P.M., Standard Time, on the 16th day of April, 1954, and the said William Rex Easton, the alleged incompetent, may appear and answer the premises at any time before or after any decree which this Court may pass in the premises.

J. DeWEESE CARTER
Judge

Filed March 24, 1954

SUMMONS IN CASE AND RETURN
Filed April 5, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

To William Rex Easton
John Hopkins Hospital
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, that is, at any time before or after decree, appear and cause your answer or other defense to be filed to the petition of John H. Doyle 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 1st. day of March, 1954.

Issued the 24th. day of March, 1954.

TO THE DEFENDANT (S): While you are not required to appear and answer, the hearing on the petition accompanying this subpoena has been set for April 16, 1954, at 1:30 o'clock P.M. at the Court House in Centreville, Maryland, at which time and place a de-

cree will be entered if you do not appear and answer.

Solicitor for Petition

Name Clayton C. Carter

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

(This subpoena and the accompanying petition and order must be served upon said William Rex Easton, and copies thereof left with him as well as the person with whom the alleged incompetent resides on or before the 3rd. day of April, 1954.)

And on the back of the foregoing is the following Endorsement, to wit:-

Summoned by reading summons to William Rex Easton, an alleged incompetent, and a copy of the Process together with a copy of the Petition and Order of Court left with William Rex Easton, an alleged incompetent; also a copy of the Process together with a copy of the Petition and Order of Court left with Miss Alice P. Poole, Special Nurse and the person having the care of said William Rex Easton, an alleged incompetent named in the Writ.

3/29/54
William J. Fowler

JOSEPH C. DEEGAN
Sheriff

Fee \$2.70

DECREE OF APPOINTMENT
Filed April 23, 1954

EX PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	FOR
WILLIAM REX EASTON	*	QUEEN ANNE'S COUNTY
INCOMPETENT	*	IN EQUITY
	*	No. <u>3916</u>

The Petition, Doctors' Certificates and Orders of Court thereon having been read and considered and the said William Rex Easton appearing to have been summoned as provided by said Order and failing to appear either in person or by solicitor, as provided by said Orders, IT IS THEREUPON, this 23rd day of April, 1954, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that William Rex Easton be and he is hereby declared to be incompetent and incapable of managing his property or estate.

AND IT FURTHER APPEARING that said incompetent is possessed of a personal estate or about One Hundred and Sixty Thousand Dollars (\$160,000.00), it is further ADJUDGED, ORDERED and DECREED that John H. Doyle, be and he is hereby appointed Trustee of said incompetent's estate to take charge of same and manage the same under direction of this Court, provided, however, that before the said John H. Doyle shall proceed to act as Trustee in this cause, he shall first file in this cause a bond to the State of Maryland executed by himself, with a surety or sureties to be approved by this Court or by the Clerk of this Court in the penalties of One Hundred and Sixty Thousand Dollars (\$160,000.00) if corporate surety be given, and in double that amount if personal surety by given, conditioned for the faithful performance of the duties of said Trustee, and for the faithful performance and execution of the trust reposed in him by this decree or which may be reposed in him by any further decree or Order in the premises.

AND IT IS FURTHER ORDERED that said Trustee, as soon thereafter as is convenient, file in this cause a full and complete statement of any moneys and all other property, if any, coming into his hands, in accordance with the rule of this Court.

Wm. R. HORNEY
Judge

Filed April 23, 1954

CERTIFIED COPY OF BOND
Filed April 28, 1954

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-eighth day of April in the year nineteen hundred and fifty-four, 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 I, JOHN H. DOYLE of Montgomery County, State of Maryland, as principal, and THE TRAVELERS INDEMNITY COMPANY, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Sixty Thousand Dollars (\$160,000) 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, ours 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 27th day of April, 1954;

WHEREAS, the above bounden JOHN H. DOYLE has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 23rd day of April, 1954, trustee to take charge of and manage the property and estate of William Rex Easton, incompetent, under the direction of said Court; said decree having been passed in a Cause in said County entitled, "Ex Parte In the Matter of William Rex Easton, Alleged Incompetent" being Cause No. 3916 in the Chancery Docket of said Court;

NOW, THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden JOHN H. DOYLE shall well and faithfully perform the duties of said Trustee and of the trust reposed in him by said decree, or which may be reposed in him by any further decree or order 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:
ROBERT B. [Signature]

JOHN H. DOYLE (SEAL)
John H. Doyle

TRAVELERS INDEMNITY COMPANY
By EUGENE F. DUNNE (SEAL)
Eugene F. Dunne
Attorney-in-Fact

Corporate Seal.

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

Security approved and Bond filed April 28, 1954.

T. Sorden Pippin, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, to wit:

I hereby certify that the foregoing was truly taken and copied from Liber T.S.P. No. 1, 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 Twenty-eighth day of April in the year nineteen hundred and fifty-four.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk

PETITION TO SELL REAL ESTATE
Filed Jan. 3, 1957

EX PARTE : IN THE CIRCUIT COURT
IN THE MATTER OF : FOR
WILLIAM REX EASTON, : QUEEN ANNES COUNTY
INCOMPETENT : IN EQUITY
: No. 3916

**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Doyle, Trustee in this Cause, unto your Honors respectfully shows:

1. That your Petitioner is the duly appointed and qualified Trustee of the estate of William Rex Easton, who was declared to be incompetent and incapable of managing his property or estate by a decree of this Honorable Court passed on the 23rd day of April, 1954.

2. That a part of the corpus of this trust estate consists of the following described real estate, to wit:

ALL of that parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, bounded on the west by Chesapeake Bay, on the North by land of William A. Dillehunt and wife, on the East by the lastmentioned land and a County road and on the South by land of The Hoffman Awning Company, which is more particularly described by metes and bounds, courses and distances in accordance with a survey plat whereon this parcel of land is designated as "remaining portion of Tract No. 3", recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 4, folio 195 (with a deed dated March 1, 1952, from John P. W. Vest and wife to William A. Dillehunt and wife) as follows, to wit:

BEGINNING for the same at the Northwestern corner of the land of The Hoffman Awning Company at the low water mark of Chesapeake Bay; thence in a North-easterly direction by and with the low water mark of Chesapeake Bay 505 feet, more or less, to land of William A. Dillehunt and wife; thence with the Dillehunt land South 68 degrees 25 minutes East 32 feet, more or less, to a concrete monument; thence, still

with the Dillehunt land and continuing the same course, 829.8 feet to a concrete monument; thence still with the Dillehunt land South 36 degrees 55 minutes East 221.7 feet to a concrete monument; thence, still with the Dillehunt land, North 71 degrees 14 minutes East 72.1 feet to a concrete monument; thence, with the Northwest edge of said County road, South 50 degrees 56 minutes West 522 feet to a concrete monument; thence, with The Hoffman Awning Company's land, North 84 degrees 18 minutes west 848.6 feet to a concrete monument; and thence, still with the last named land and continuing the same course 50 feet, more or less, to the place of beginning;

CONTAINING 9.6 acres of land, more or less;

BEING a part of "Tract No. 3 - House Lot" designated on another survey plat made by J. B. Metcalfe, Surveyor, in September, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 237; and

ALSO BEING the same land by which deed dated March 20, 1952, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 4 folio 293 was granted and conveyed by John P. W. Vest and Frances N. Vest unto William Rex Easton; a certified copy thereof, marked "Petitioner's Exhibit A", is filed herewith as a part hereof.

3. That a sale of said real estate appears to be to the interest and advantage of said incompetent for the reason that your Petitioner has been unable to find any person to rent the dwelling house situate on said land, and the house is deteriorating and depreciating in value rapidly.

4. That your Petitioner, together with the incompetent's wife, Willett Leache Easton, believing that a sale thereof would be to the interest and advantage of all persons having an interest in the same, have entered into agreements with Nelson J. Molter and Mary L. Molter, his wife, to sell said real estate for the sum of \$15,000.00 upon the terms therein set forth; copies of which, marked "Petitioner's Exhibit B" are filed herewith as a part hereof.

5. That as will more fully appear in the last abovementioned agreements, the said Willett Leache Easton agreed to join in a deed to the said purchasers for the sole purpose of releasing all her marital rights in said property including her inchoate right of dower, in consideration of the payment at the time of final settlement by your Petitioner of one-third of the net proceeds of said sale after all expenses of your Petitioner have been deducted (other than the costs and expenses involved in any Chancery proceeding which may be brought to effectuate this sale).

TO THE END THEREFORE:

1. That the said real estate may be sold, and the money arising therefrom to be invested as the court may deem most advantageous to the said incompetent.

2. That your Petitioner may be authorized and directed to convey the said real estate unto the said Nelson J. Molter and Mary L. Molter, his wife, upon the terms set forth in said agreements, after the payment in full of said purchase money, by a good and sufficient deed conveying the property so sold to them, free, clear and discharged of all claim of the said William Rex Easton.

3. That upon the joining of the said Willett Leache Easton in said deed for the purpose of releasing all her marital rights in said property, including her inchoate right of dower, your Petitioner may be authorized and directed, at the time of final settlement, to pay unto the said Willett Leache Easton one-third of the net proceeds of said sale, after all expenses of sale (other than the cost and expenses involved in this proceeding) have been deducted.

4. That your Petitioner may have such other and further relief in the premises as his case may require.

AND as in duty bound, etc.

JOHN H. DOYLE
Petitioner

CLAYTON C. CARTER
Solicitor for Petitioner

DISTRICT OF COLUMBIA,

City of Washington,

sct:

I HEREBY CERTIFY, that on this 26th day of Decemver, 1956, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared the above named John H. Doyle, Trustee, and made oath in due form of law that the matters and facts in the foregoing Petition are true to the best of his knowledge and belief.

NOTARY PUBLIC
SEAL.

WINIFRED M. ING
Notary Public

My Commission Expires August 14, 1959.

PETITIONERS EXHIBIT "A"
Filed Jan. 3, 1957

#31,464. Q U E E N . A N N E ' S C O U N T Y , T O W I T : Be it remembered that on this Twentieth day of March, in the year nineteen hundred and fifty two, the following Deed was brought to be recorded, to wit:-

Three-Five Dollar, One-Ten Dollar,

One-Twenty Cent and One-Ten Cent
Int. Rev. Stamps. Endorsed G&W
3/20/52.

Four-Five Dollar Fifty Cent, One-Two-
Dollar Twenty Cent and One-One Dollar
Ten Cent Recordation Tax Stamps. En-
dorsed G&W 3/20/52.

THIS DEED, made this 20 day of March, in the year nineteen hundred fifty-two, by John P. W. Vest and Frances N. Vest, his wife, of the City of Washington, in the District of Columbia;

WITNESSETH, that for and in consideration of the sum of Twenty-Three Thousand Dollars (\$23,000.00), the receipt of which is hereby acknowledged, the said John P. W. Vest and Frances N. Vest, do hereby grant and convey unto William Rex Easton of Loudoun County, in the State of Virginia, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL of that parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, bounded on the west by Chesapeake Bay, on the North by land of William A. Dillehunt and wife, on the East by the lastmentioned land and the 40-foot private roadway hereinafter mentioned and on the South by land of The Hoffman Awning Company, which is more particularly described by metes and bounds, courses and distances in accordance with a survey plat whereon this parcel of land is designated as "remaining portion of Tract No. 3", recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 4, folio 195 (with a deed dated March 1, 1952 from John P. W. Vest and wife to William A. Dillehunt and wife) as follows, to wit: BEGINNING for the same at the Northwestern corner of the land of The Hoffman Awning Company at the low water mark of Chesapeake Bay; thence in a NORtheasterly direction by and with the low water mark of Chesapeake Bay 505 feet, more or less, to land of William A. Dillehunt and wife; thence with the Dillehunt land South 68 degrees 25 minutes East 32 feet, more or less, to a concrete monument; thence, still with the Dillehunt land and continuing the same course, 829.8 feet to a concrete monument; thence, still with the Dillehunt land South 36 degrees 55 minutes East 221.7 feet to a concrete monument; thence, still with the Dillehunt land, North 71 degrees 14 minutes East 72.1 feet to a concrete monument; thence, with the Northwest edge of said 40-foot private roadway, South 50 degrees 56 minutes West 522 feet to a concrete monument; thence, with The Hoffman Awning Company's land, North 84 degrees 18 minutes west 848.6 feet to a concrete monument; and thence, still with the last named land and continuing the same course 50 feet, more or less, to the place of beginning; containing 9.6 acres of land, more or less; being a part of "Tract No. 3 - House Lot" designated on another survey plat made by J. B. Metcalfe, Surveyor, in September, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 237; and being also a part of the same land known as "Vestfield Farm" or the "Jesse K. Goodhand Farm" conveyed to John P. W. Vest and Frances N. Vest, his wife, by Mary Ker Keating, single, by deed bearing date the 11th day of July, 1941, recorded among said land records in Liber A.S.G. No. 4, folio 511.

TOGETHER with buildings and improvements thereupon erected, made or being, and all rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining and together also with a right-of-way in common with the Sellers, their heirs and assigns, and the owners or purchasers of any other part of the said Vestfield Farm over the private roadway shown upon the plat last above mentioned leading in from the Stevensville - Kent Point Road, said private roadway being 40 feet wide.

TO HAVE and TO HOLD the said parcel of land and premises unto and to the use of the said William Rex Easton, his heirs and assigns, in fee simple, forever.

AND the said John P. W. Vest and Frances N. Vest, his wife, 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; and 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 both Grantors):

KATHERINE C. O'NEAL

JOHN P. W. VEST (SEAL)
(John P. W. Vest)

FRANCES N. VEST (SEAL)
(Frances N. Vest)

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

I Hereby Certify that on this 20 day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the within named John P. W. Vest and Frances N. Vest, his wife, and 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.

KATHERINE C. O'NEAL
Notary Public

Notary
Public Seal.

STATE OF MARYLAND
QUEEN ANNE'S COUNTY, to wit:

I hereby Certify that the foregoing Deed is truly taken and copied

from Liber T.S.P. No. 4, folio 293, 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 Third day of January in the year nineteen hundred and fifty-seven.

T. SORDEN PIPPIN
C L E R K.

PETITIONER'S EXHIBIT "B"
Filed Jan. 3, 1957

THIS AGREEMENT, entered into this 12th day of October, 1956, between JOHN H. DOYLE, Trustee of the Estate of William Rex Easton, incompetent, party of the first part, hereinafter called SELLER: WILLETT LEACHE EASTON, wife of William Rex Easton, party of the second part; and NELSON J. MOLTER and MARY L. MOLTER, his wife, parties of the third part, hereinafter called PURCHASERS.

WITNESSETH:

1. That the Seller agrees to sell and the Purchasers agree to purchase the following described real estate, to wit:

ALL of that parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, bounded on the west by Chesapeake Bay, on the North by land of William A. Dillehunt and wife, on the East by the lastmentioned land and a County road and on the South by land of The Hoffman Awning Company, which is more particularly described by metes and bounds, courses and distances in accordance with a survey plat whereon this parcel of land is designated as "remaining portion of Tract No. 3", recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 4, folio 195 (with a deed dated March 1, 1952 from John P. W. Vest and wife to William A. Dillehunt and wife) as follows, to wit:

BEGINNING for the same at the Northwestern corner of the land of The Hoffman Awning Company at the low water mark of Chesapeake Bay; thence in a Northeastly direction by and with the low water mark of Chesapeake Bay 505 feet, more or less, to land of William A. Dillehunt and wife; thence with the Dillehunt land South 68 degrees 25 minutes East 32 feet, more or less, to a concrete monument; thence, still with the Dillehunt land and continuing the same course, 829.8 feet to a concrete monument; thence, still with the Dillehunt land South 36 degrees 55 minutes East 221.7 feet to a concrete monument; thence, still with the Dillehunt land, North 71 degrees 14 minutes East 72.1 feet to a concrete monument; thence, with the Northwest edge of said County road, South 50 degrees 56 minutes West 522 feet to a concrete monument; thence, with The Hoffman Awning Company's land, North 84 degrees 18 minutes west 848.6 feet to a concrete monument; and thence, still with the last named land and continuing the same course 50 feet, more or less, to the place of beginning;

CONTAINING 9.6 acres of land, more or less;

BEING a part of "Tract No. 3 - House Lot" designated on another survey plat made by J. B. Metcalfe, Surveyor, in September, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 237; and

ALSO BEING the same deed by which deed dated March 20, 1952, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 4 folio 293 was granted and conveyed by John P. W. Vest and Frances N. Vest unto William Rex Easton.

SUBJECT, nevertheless, to the legal operation and effect, if any, of the following grants of easements, to wit:

(1) From William R. Easton to The Eastern Shore Public Service Company of Maryland, dated June 5, 1952 and recorded among said land records in Liber T.S. P. No. 5 folio 246.

(2) From William R. Easton to The Eastern Shore Public Service Company of Maryland, dated May 2, 1952 and recorded among said land records in Liber T.S. P. No. 5, folio 247.

(3) From William R. Easton et al. to The County Commissioners of Queen Anne's County dated March 6, 1953 and recorded among said land records in Liber T. S.P. No. 9 folio 412.

(4) From William Rex Easton to Roger Simpson et al. dated April 1, 1953 and recorded among said land records in Liber T.S.P. No. 10 folio 3.

(5) From William R. Easton to The Eastern Shore Public Service Company of Maryland, dated April 28, 1953 and recorded among said land records in Liber T.S. P. No. 11 folio 308.

TOGETHER with all buildings and fixtures thereto belonging, appertaining, or situate, including all water, plumbing, light, and heating systems and fixtures thereto attached, belonging or appertaining, and all venetian blinds, window shades, screens, screen doors, storm and other detached windows and doors, blinds, awnings, trees and shrubbery, and an electric range and electric refrigerator, as they may now exist.

2. Said premises are to be conveyed by a good and sufficient deed of the Seller in which the party of the second part shall join to release any marital rights to the Purchasers or to such person or persons as Purchasers may designate by a written notice to Seller at least ten days before deed is to be delivered as hereinafter provided, conveying a good and marketable title (such as would be guaranteed by The Maryland Title Guarantee Company at their usual rates) to said premises, free from all

encumbrances except the above-mentioned publicly recorded easements affecting this property and for such deed and conveyance the Purchasers are to pay the sum of Fifteen Thousand Dollars (\$15,000.00) of which Seven Hundred and Fifty Dollars (\$750.00) has been paid this day, and is to be held in escrow by Clayton C. Carter and Vachael A. Downes, Jr., pending final settlement or discharge under this agreement. Fourteen Thousand Two Hundred and Fifty Dollars (\$14,250.00) is to be paid in cash upon delivery of said deed.

3. Full possession of the said premises, free of all tenants is to be delivered to the Purchasers at the time of the delivery of the deed, the said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon and damage by fire or other unavoidable casualty excepted.

Purchasers are to be allowed access to said premises immediately and shall be permitted to make minor repairs at their own expense.

4. The buildings on said premises shall, until the full performance of this agreement, be kept insured in the sum of Twenty Five Thousand (\$25,000.00) --- Dollars by the Seller in companies satisfactory to the Purchasers and, in case of loss, all sums recovered or recoverable on account of said insurance, to the extent of the purchase price herein, shall be paid over or assigned on delivery of the deed to the Purchasers, unless the premises shall previously have been restored to their former condition by the Seller. The Purchasers shall have the right to purchase at their own expense such other and additional insurance as they may desire, without the necessity of having attached to the policy or policies thereof a loss payable clause in favor of said Seller.

All premiums on all insurance policies, which the Seller agrees to carry, shall be apportioned to the date of final settlement, unless the Purchasers shall then elect not to take an assignment of the same.

5. State and County taxes levied against the said premises for the taxable year in which settlement takes place shall be apportioned as of the day of delivery of said deed.

6. The Seller agrees to promptly institute and prosecute in the Circuit Court for Queen Anne's County in Equity whatever proceedings may be necessary to procure the ratification of the sale of the interest of William Rex Easton, in and to this property. All costs and expenses incident to said proceedings shall be borne 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, Centreville, Maryland, within ten (10) days after the ratification of the interest of William Rex Easton by the Circuit Court for Queen Anne's County in Equity, unless some other time and/or place is mutually agreed upon by the parties hereto.

It is further understood and agreed between the parties hereto that the time for performance under this agreement shall not be later than the 15th day of January, 1957.

8. The said deed shall be prepared by the Purchasers Attorney at their expense and recorded among the land records of Queen Anne's County by the Purchasers at their expense, including all documentary and recordation tax stamps.

The costs of preparing this agreement shall be borne by the Seller.

The costs of any title examination of the premises which the Purchasers may desire shall be paid by the Purchasers.

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 the consummation of this agreement shall be extended 10 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 Clayton C. Carter and Vachael A. Downes, Jr. are thereupon authorized to make such refund, and all obligations of the parties hereto shall terminate and this agreement shall be deemed void without recourse to any of the parties hereto.

In the event Purchasers shall fail to perform any of Purchasers agreements herein set forth, all payments made hereunder by Purchasers may, at the option of Seller, be retained by Seller as liquidated damages, and Clayton C. Carter and Vachael A. Downes, Jr. are authorized to pay over the initial deposit unto the said Seller.

However, the acceptance of a deed by the Purchasers shall be determined to be full performance and discharge of this agreement, and all other obligations of any of the parties hereto shall ceased.

10. It is understood and agreed that any real state broker's commissions which may be due on account of this sale shall be paid by the Seller.

11. In consideration of the payment at the time of final settlement hereunder by the Seller to the party of the second part of one-third of the net proceeds of this sale after all expenses of the Seller have been deducted (other than the costs and expenses involved in any Chancery proceeding which may be brought to effectuate this sale), the party of the second part hereby agrees to join in said deed to be executed as aforesaid for the purpose solely of releasing all her marital rights in said property including her inchoate right of dower.

12. All of the agreements, terms and conditions herein contained shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

AS WITNESS our hands and Seals this 12th day of October, 1956.

TEST:

CLAYTON C. CARTERJOHN H. DOYLE (SEAL)
John H. Doyle, Trustee of
William Rex Easton, Incompetent,MARIE HULBERT duPONTWILLETT LEACHE EASTON (SEAL)
Willet Leache EastonCLAYTON C. CARTERNELSON J. MOLTER (SEAL)
Nelson J. MolterCLAYTON C. CARTERMARY L. MOLTER (SEAL)
Mary L. Molter

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of January, 1957, by JOHN H. DOYLE, Trustee of the Estate of William Rex Easton, incompetent, party of the first part, hereinafter called SELLER: WILLETT LEACHE EASTON, wife of William Rex Easton, party of the second part; and NELSON J. MOLTER and MARY L. MOLTER, his wife, parties of the third part, hereinafter called PURCHASERS.

WHEREAS, the parties hereto entered into an Agreement of Sale dated October 12th, 1956, wherein it is provided that the performance to said agreement shall not be later than the 15th day of January, 1957; and

WHEREAS, it is impossible for the Seller to procure a ratification of the sale of the interest of William Rex Easton on or before said date.

NOW, THEREFOR, WITNESSETH: that it is understood by and between the parties hereto that the time for performance under the aforesaid Agreement shall not be later than the 15th day of March, 1957.

AND it is further understood and agreed that all other terms and conditions of the aforesaid Agreement shall remain the same.

AS WITNESS our hands and seals this 2nd day of January, 1957.

TEST:

WINIFRED M. INGJOHN H. DOYLE (SEAL)
John H. Doyle, Trustee
of William Rex Easton,
Incompetent.J. E. RAMSEYWILLETT LEACHE EASTON (SEAL)
Willet Leache EastonRUTH D. BURTONNELSON J. MOLTER (SEAL)
Nelson J. MolterRUTH D. BURTONMARY L. MOLTER (SEAL)
Mary L. Molter

DEPOSITIONS

Filed Jan. 7, 1957

EX PARTE

IN THE CIRCUIT COURT

IN THE MATTER OF

FOR

WILLIAM REX EASTON,

QUEEN ANNE'S COUNTY

INCOMPETENT

IN EQUITY

No. 3916

DEPOSITIONS

Pursuant to notice given unto your Examiner by Clayton C. Carter, Esquire, attorney for the Petitioner, of his desire to take testimony in support of the Petition filed on January 3, 1957, your Examiner did attend at the office of Clayton C. Carter, Esquire, Centreville, Maryland, on Monday, January 7th, 1957, at 11:00 o'clock A. M., and after administering the oath to Mary Ford, Stenographer, did administer the oath to William H. Lowe and Claude Lower, two witnesses produced by the Petitioner, there being present in addition thereto only Clayton C. Carter, Esquire, and did proceed to take the following deposition.

The first witness on behalf of the Petitioner, William H. Lowe, having been duly sworn, did depose and say:

Questions by Mr. Carter:

Q. State your name, address and occupation,

A. W. H. Lowe, Stevensville, Maryland, Real Estate Broker.

Q. Mr. Lowe, I hand you this paper and ask you to identify it.

A. This is a certified copy of the deed to the property of William Rex Easton on Kent Island.

Mr. Carter offered the deed in evidence to be marked as "Petitioner's Exhibit A".

Q. Are you familiar with the property?

A. I am.

Q. Are you familiar with the values of comparable properties on Kent Island?

A. I am.

Q. What, in your opinion, would be the fair market value of that property today? State your reasons.

A. \$15,000.00. The property is in bad condition and other persons have a right-of-way over this property to the beach and use of 200 feet of the beach.

Q. Would you state what improvements this property has upon it.

A. The only thing it has is the house which is in very bad condition. Part of the plaster is off and it needs an entirely new roof. Part of the heating system has been tampered with.

There is a two story house, part brick and part frame; colonial design; and the house hasn't been occupied for at least three years; has been damaged by vandals and the garage is very poor. The main dwelling is not even habitable at the present time.

Q. Then in your opinion the property is in such condition that it couldn't even be rented at the present time.

A. No sir, it could not.

Q. In your opinion, sir, would it be to the interest and advantage of William Rex Easton or his estate to sell the property for a consideration of \$15,000.00?

A. I certainly would.

Q. Would you state the reasons why you feel it would.

A. Because of the reasons already mentioned about the conditions of the property; They have had offers for it but the offer was cancelled; it has been on the market for at least 2 1/2 years.

Q. If this property is not sold, would it be necessary to expend moneys on the property in order to make it habitable?

A. A great deal of money would have to be spent.

EXAMINER'S SPECIAL.

A. No.

WILLIAM H. LOWE

The next witness on behalf of the Petitioner, Claude Lowery, having been duly sworn, did depose and say:

Q. State your name, address, and occupation.

A. Claude Lowery, Chester, Maryland; Supervisor of Assessments of Queen Anne's County.

Q. Have you not also been a Director of the Stevensville Bank of Maryland for the past 12 years and in that capacity valued properties in Queen Anne's County for the bank in making loans thereon?

A. I have.

Q. Are you familiar with the property of William Rex Easton located on Kent Island on the Matapeake-Roanacoke Road?

A. I know this property, yes.

Q. When did you last view the property?

A. I saw it on Saturday last.

Q. Would you briefly describe the property and improvements thereon.

A. It has part frame and part brick dwelling on it; and a very small garage that could hardly be used by a car; its located on the road from Stevensville to Kent Point but not immediately to the main road; the land of Hoffman Awning Company on the South of it; and William Dillehunt owns to the North of it; and Chesapeake Bay to the West. Contains 9.6 acres of land.

Q. In your opinion, would an offer of \$15,000 for this property and improvements a fair offer?

A. I would think so.

Q. State your reason.

A. From the outside the house needs a good deal of repair to it. A right of way through the property and to part of the beach did certainly take away the value.

Q. In your opinion, would it be to the interest and advantage of William Rex Easton or his estate, to sell this property for a consideration of \$15,000.00?

A. Yes.

Q. Could you state some reasons why.

A. The dwelling is going down very fast and unless it were improved or rented it would have no value.

Q. Would the improvements that you fee are needed involle a large expenditure of money?

A. It would be a considerable amount necessary to fix the roof. I doubt if it could be rented for enough to justify the expenditure of money to restore it to a havitable condition in addition tothe insurance, taxes and usual up-keep on the prop-erty.

EXAMINER'S SPECIAL.

A. None that I know of.

CLAUDE LOWERY

THOS. J. KEATING, Jr.
Examiner

Examiner's costs;	
Thomas J. Keating, Jr., Examiner	\$10.00
Stenographer:	
Mary Ford	5.00
Witnesses:	
William H. Lowe . . . . .	.75
Claude Lower	<u>.75</u>
	\$16.50

Filed Jan. 7, 1957

ORDER OF COURT
Filed Feb. 8, 1957

ORDER OF COURT

In conformity with the foregoing memorandum opinion, IT IS ORDER-ED, this 8th day of February, 1957, by the Circuit Court for Queen Anne's County in Equity, that the petition to sell the real estate of William Rex Easton, Incompetent, filed herein on January 3,1957, be and the same is hereby dismissed; the costs to be paid by the trustees out of the estate of his ward.

Wm. R. HORNEY
Judge.

Filed Feb. 8, 1957

PETITION TO TAKE APPEAL AND PREPARE BRIEF
Filed Feb. 20, 1957

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
WILLIAM REX EASTON,	:	QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY
	:	No. 3916
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Doyle, Trustee in this Cause, unto Your Honors respectfully shows:

1. That your Petition is the duly appointed and qualified Trustee of the estate of William Rex Easton, who was declared to be incompetent and incapable of managing his property or estate by a decree of this Honorable Court passed on the 23rd day of April, 1954.

2. That by its Order dated February 8, 1957, this Honorable Court dismissed a Petition of your Trustee for the sale of certain real estate of his ward.

3. That since the validity of sales under the statute here involv-ed has never been decided by the Court of Appeals of Maryland, your Petitioner respect-fully represents that an appeal from the decision of this Honorable Court to the Court of Appeals would be in order.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order granting leave unto your Petitioner to note an appeal from the order of this Court dated November 8, 1957, and further leave to engage the services of Clayton C. Carter, attorney, to prepare the necessary brief in taking the said appeal.

Respectfully submitted:

JOHN H. DOYLE
Trustee

QUEEN ANNE'S COUNTY, sct:

On this the 20th day of February, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John H. Doyle, Trustee, and made oath in due form of law that the matters and facts in the a-foregoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed Feb. 20, 1957

ORDER OF COURT
Filed Feb. 20, 1957

Upon the foregoing Petition and Affidavit, it is ORDERED this 20th day of February, 1957, by the Circuit Court for Queen Anne's County, in Equity, that leave be and it is hereby granted unto John H. Doyle, Trustee in the above entitled cause, to note an appeal to the Court of Appeals of Maryland from the Order of this Court dated February 8, 1957; and

IT IS FURTHER ORDERED that leave be and it is hereby granted unto the said Trustee to employ the services of Clayton C. Carter, Attorney, to prepare the brief to be filed in the appeal in this cause.

Wm. R. HORNEY
Judge

Filed Feb. 20, 1957

APPEAL
Filed Feb. 21, 1957

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
WILLIAM REX EASTON,	:	QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY
	:	No. 3916

Mr. Clerk:

Please note an appeal to the Court of Appeals from the Order of this Court dated February 8, 1957, dismissing the Petition of the Trustee for the sale of certain real estate of the said incompetent.

CLAYTON C. CARTER
Solicitor for Trustee

Filed Feb. 21, 1957.

MANDATE COURT OF APPEALS
Filed July 12, 1957

MANDATE

Court of Appeals of Maryland

No. 236, October Term, 1956

Ex Parte Matter of William
Rex Easton, Incompetent -

) Appeal from The Circuit Court for
) Queen Anne's Co.
) Filed: Feb. 27, 1957
) Apr. 3, 1957, Motion for Leave to
) Appear as Amici Curiae, etc filed by
) Maryland Title Guarantee Co; Title
) Guarantee Co. and Real Estate Title
) Co., Inc; Order granting same and
) Order re briefs and argument thereon
) filed.
) June 26, 1957, Decree reversed, and case
) remanded for the entry of a decree in
) accordance with this opinion, costs to
) be paid from the estate of the ward.
) Opinion filed. Op. Prescott, J.

STATEMENT OF COSTS:

Filing Record on Appeal	\$20.00
Printing Brief for Appellant	448.66

Reply Brief		
Portion of Record Extract - Appellant.....		
Appearance Fee - Appellant.....	10.00	\$478.66
Printing Brief for Appellee	xxx	
Portion of Record Extract - Appellee.....	xxx	
Appearance Fee - Appellee	xxx	xxx

STATE OF MARYLAND, Sct:

I do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this eleventh day of July A.D. 1957

Seal's Place

J. LLOYD YOUNG
Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

Filed July 12, 1957

IN THE COURT OF APPEALS OF MARYLAND

No. 236

October Term, 1956

IN THE MATTER OF WILLIAM REX EASTON
INCOMPETENT

BRUNE, C. J.
Collins
Henderson
Hammond
Prescott,

JJ.

Opinion by Prescott, J.

Filed: June 26, 1957

This is an important case. The title to many valuable parcels of real estate in Maryland are potentially involved. It is an appeal, taken pursuant to leave of court, from a final sua sponte decree of the Circuit Court for Queen Anne's County, in equity, which dismissed a trustee's petition for a decree for a sale of his ward's real estate.

There is no question of fact involved, other than the Chancellor found, and the record fully supports such finding, that the evidence adduced showed that the reported sale would be "to the interest and advantage of the incompetent". This was necessary to comply with Code (1951) Art. 16, sec. 140 (all references to sections hereinafter made will be to Art. 16 of the same Code unless otherwise specified).

The original petition was filed in March of 1954 by John H. Doyle, as the next friend of William Rex Easton. It alleged Mr. Easton was incapable of managing his property by reason of a mental disability, and prayed for the appointment of a trustee, etc. It was brought under section 135, and all of the jurisdictional requirements of that section were complied with. Although the alleged incompetent was properly summoned, he failed to appear within the period prescribed by the section. Thereafter, the Chancellor decreed that Mr. Easton was incompetent and incapable of managing his property or estate. Mr. Doyle was appointed trustee, and, after duly qualifying, thence proceeded to administer the estate. After doing so for more than two years, he, in January of 1957, sought to sell certain real estate belonging to the incompetent. He, therefore, filed a petition which contained the customary allegations, and a tentative contract of sale for the property, subject to the court's approval. No summons was requested nor issued notifying the incompetent of the proposed sale. Proof was taken, pursuant to section 140, as to the value, quantity and condition of the property and other surrounding circumstances. The Chancellor refused to ratify the sale and passed a decree which dismissed the petition. After obtaining leave of the Chancellor, the trustee entered an appeal to this Court.

Upon the above facts, we are requested to determine the following questions:

- I. Is the establishment of a judicial method of determining a person to be incompetent by reason of mental disability, non compos mentis, or a lunatic, a legislative function?
- II. If so, does section 135 intend to confer upon equity courts the right to adjudicate a person to be incompetent by reason of mental disability without the intervention of a jury?
- III. If section 135 does intend to confer such right, is the method of inquiry therein provided for sufficient to satisfy the

constitutional guarantees of:

- (a) "justice and right" under Art. 19 of the Maryland Declaration of Rights, and "Due Process" under the Fourteenth Amendment of the United States Constitution?
- (b) trial by jury under Article V of the Maryland Declaration of Rights?

I

The first question gives us little difficulty. While it has been held in several jurisdictions that courts of equity have inherent jurisdiction over the persons and estates of lunatics, Maryland, at an early date (1827), held that whatever such inherent jurisdiction the Chancellor possessed was quite limited and it should be exercised with great care. Rebecca Owings' Case, 1 Bl. 290. See also Greenwade v. Greenwade, 43 Md. 313. Neither the High Court of Chancery nor its successors, the equity courts, had inherent power to decree the sale of the property of persons non compos mentis. Hamilton v. Traber, 78 Md. 26, 31. In other words, lunacy or mental incompetency alone does not originate equitable jurisdiction over the person or estate of a lunatic, except to a limited degree; consequently, if the equity courts of this State possess such jurisdiction, its source is other than the general jurisdiction of those courts.

In order to comprehend fully that source, it may not be inappropriate to give a brief background concerning lunatics and their property. There seems no better way to do this than to quote from the opinion of this Court in Hamilton v. Traber, *supra*, (1893), which relies for authority, in the main, upon Story, Equity Jurisprudence, sec. 1335, and Pomeroy, Equity Jurisprudence, sec. 1311:

"Lunacy or mental unsoundness did not give the English Court of Chancery jurisdiction over the person or estate of a lunatic until after an inquisition of a jury, adjudging the person to be a non compos mentis had been regularly found. The authority directing the inquisition to be taken did not pertain to that court, but was derived by delegation from the crown - it was a portion of the King's executive power as *parens patriae*, and did not belong to the Court of Chancery by virtue of its inherent and general judicial functions. This branch of the regal authority was delegated to the Chancellor, as the personal representative of the crown, by means of an official instrument called the "sign manual," signed by the King's own signature, and sealed with his own privy seal, and was exercised by the Chancellor along, and not by the Court of Chancery. *** Anciently, in point of fact, the custody of the persons and property of idiots and lunatics, or, at least of those who held lands, was not in the crown but in the lord of the fee. The Statute De Praerogativa Regis, the 17th of Edw. II, ch. 9, gave to the King the custody of idiots, and also vested in his the profits of the idiot's lands during his life. By this means the crown acquired a beneficial interest in the lands, and, as a special warrant from the crown is in all cases necessary to any grant of its interest, the separate commission which gave the Lord Chancellor jurisdiction over the persons and property of idiots may be referred to this consideration. With respect to lunatics the Statute of 17 Edw. II, ch. 10, enacted that the King should provide that their lands and tenements should be kept without waste. It conferred merely a power, which could not be considered as included within the general jurisdiction antecedently conferred on the Court of Chancery, and therefore a separate and special commission became necessary for the delegation of this new power. ***

"The existence of this vested interest in the crown is the reason that mere lunacy did not originate the jurisdiction of the Court of Chancery over the persons and estates of idiots and lunatics, but the lunacy had first to be inquired of by a jury, and found of record in accordance with the rule of law, wherever a right of entry is alleged in the crown.

"After this special jurisdiction conferred by the "sign manual" had been exercised in any particular case by adjudging an individual to be a lunatic, and by appointing a committee of his person and property, a further jurisdiction then arose in the Court of Chancery to supervise and control the official conduct of the committee. *** The power of the committee to deal with the estate was, at common law, very limited. *** But the jurisdiction of the Court of Chancery, acquired in the manner just stated, and after the preliminary finding of an inquisition, did not include authority to decree the sale of the lunatic's real estate for his maintenance and support until that power was distinctly conferred by Acts of Parliament passed sometime after the American Revolution. ***

"The Maryland Court of Chancery did not, either under the Proprietary Government or after the Revolution, possess any greater or larger powers with respect to lunatics or their estates than the English Chancery was clothed with when the colonies separated from the mother country. Statutes passed after Maryland became a State extended the authority of the Chancellor; and to then, but to no inherent powers of the Chancery Court, must resort be had for the origin of the jurisdiction it may now exercise to decree a sale of a lunatic's estate for his maintenance and support."

The opinion then stated that the only authority under which the courts of equity derive their power to make sale of a lunatic's property for the purpose of effecting a change of investment was what is now section 137; and that this jurisdiction could only be invoked after his status as a lunatic had been established by an inquisition by a jury. See also Bliss v. Bliss, 133 Md. 61; Alexander's Chancery Practice, Ch. 15. Cf. 33 A.L.R. 2d 1146 par. 2. This was the law of Maryland with reference to the authority for, and the procedure to be followed in, making sales of lunatic's property for reinvestment in the year 1893; and it apparently remained the same until 1929, with possible changes that need not be related here.

In 1929, the Legislature enacted what is now section 135, which made far-reaching and innovative changes in the law as outlined above. It is our immediate inquiry to determine whether this was a proper legislative function. Indeed, the custody of the person and property of those non compos mentis has been so generally recognized and accepted as a legislative responsibility, both in this Country

and in England, that it is not susceptible to serious challenge. In this Country, this responsibility is subject, of course, to constitutional limitations. The Legislature of Maryland began as early as 1773 (acts 1773, Ch. 7, November Session) to exercise this function and since then has done so many times. We have been referred to no case, and have found none, where such authority of our Legislature has been disputed. The Legislatures of our sister States have recognized and exercised these same functions, Pomeroy op. cit., supra, sec. 1313, 44 C.J.S. Insane Persons, sec. 10, and in England, Parliament has done likewise. 21 Halsbury's Laws of England, sec. 560 et seq. In this Country after the Revolution, the care and custody of persons of unsound mind, and the possession and control of their estates, which in England belonged to the King as a part of his prerogative, were deemed to be vested in the people; and the people are represented by the Legislature. We have no hesitation in holding that the right to prescribe, within constitutional bounds, a judicial method of determining a person to be a lunatic or non compos mentis, and regulating the custody and control of his person and property is a proper legislative function. Bliss v. Bliss, 133 Md. 61, 71; 28 Am. Jur. Insane and Other Incompetent Persons, sec. 25.

II

Having made the above determination, we shall now consider what the Legislature intended by the enactment of section 135 in 1929, and the subsequent amendment thereof in 1943. This question is one of first impression. The previous decisions of this Court relating to the procedure in regard to the determination of whether or not a person was of unsound mind stated the law as it existed at the time of the respective decisions and this is the first occasion where we consider the full meaning and effect of section 135. There was one other decision, In re Rickell's Estate, 158 Md. 654, rendered after its enactment and effectual date, but it apparently had not been published and was not called to the attention of the Court at that time. The decision in that case makes no reference to section 135. Such cases as Purdum v. Lilly, 182 Md. 612, dealt with petitions for writs de lunatico inquirendo.

We shall briefly recapitulate what the law was just prior to 1929. As early as 1785 by what is now section 132, the equity courts were given full power and authority to superintend and direct the affairs of persons non compos mentis, with authority to appoint a trustee for such persons and to "make such orders and decrees respecting their persons and estates as to the court may seem proper". This was then section 117 of the Code (1924). However, before this jurisdiction could be invoked by the courts, with certain exceptions named before, an inquisition by a sheriff's jury determining the person to be of unsound mind had to be returned and affirmed by the court. In 1929, the Legislature enacted what is now section 135, which, with its amendments, now reads:

"The Court shall have power also to appoint a Committee or Trustee to take charge of and manage the property of any person incompetent by reason of a mental disability, and the Court may upon application of said Committee or Trustee, order or decree the sale of any real property or any interest therein to which said incompetent may be entitled, and the proceeds therefrom to be invested or otherwise disposed of as provided by this sub-title.

"The application therefor, may be made by next friend, shall be by petition under oath, accompanied by certificates, sworn to and subscribed by two medical doctors * * * one of whom shall have attended the alleged incompetent within the ten days before the filing of the petition.

"Such certificate shall set out the cause, nature, extent and probable duration of the incompetency. The petition shall set out the reasons for the application and the kind, quantity and value of the property to be cared for and managed. The Court shall pass an order (a) directing the alleged incompetent to be summoned within ten days, (b) requiring that within the same time a copy of the summons, petition and order shall be left with the person with whom the alleged incompetent resides, * * * (c) setting the petition for hearing on or after fifteen days from the date of the order, (d) and allowing an appearance and answer at any time before or after decree. The Court shall have power to revoke, modify or alter any decree hereunder at any time after appearance and answer for good cause shown.

"Such Committee or Trustee shall care for and manage the property of the incompetent and may upon order of the Court expend cash for the incompetent's support and maintenance, as well as for the support and maintenance of the incompetent's dependents."

The italicized portion was added by amendment in 1943, and there was one other amendment in 1933, which is not important here.

When originally enacted in 1929, the Legislature directed that it (now section 135) be known as section 117A and follow immediately after section 117 (Code 1924), mentioned above. This seems to add additional persuasiveness to the contention that the word "also" in the first sentence of section 135 indicates a legislative intent to create an alternative and additional method of determining the factum of mental incompetency. Had the Legislature intended otherwise, it is difficult to comprehend why the Legislature would have continued with rather meticulous care to prescribe how the court's intervention in such matters should be invoked and conducted. It seems that the principal portion, if not all, of the act is completely superfluous and of no effect if the Legislature merely intended thereby to give the courts the power to sell the real estate, and appoint a trustee to manage the property of an incompetent, only after an inquisition, because such powers already existed. We cannot assume the Legislature intended to do a futile act.

It is a matter of common knowledge that after the passage of section 135 in 1929, many courts in this State appointed trustees for persons of unsound mind, and some of these courts ratified sales of real estate belonging to the wards. However, there were doubts in the minds of some members of the bench and bar (the same being entertained by the title companies as well) as to whether or not section 135 went so far as to authorize the sale of the incompetents' real estate. In order to remove this uncertainty and make it crystal clear that the Legislature did intend to permit sales of real property under section 135, the Legislature amended the act in 1943 and in clear, precise and certain terms, spelt out this authorization.

We hold, from the language of section 135 and other related statutes, that the Legislature intended by the enactment of section 135 to create an additional and alternative method of determining the factum of the mental capacity of those alleged to be of unsound mind; that it authorized the equity courts of this State to determine the question of mental disability without the aid of a jury; and that it permitted the sale of an incompetent's real estate for the purposes mentioned therein, upon compliance with the other provisions of law.

In making this ruling, we do not think the Legislature intended by using the words "incompetent by reason of a mental disability" to alter the standard of mental incompetency named in section 132, where the words "non compos mentis" are used. We think the quoted words from the two sections have the same meaning. In Rebecca Owings' Case, supra, 1 Bl. 385, the Chancellor said: "Under the generic legal term, non compos mentis is comprehended every species of mental derangement which incapacitates a man from assenting to, or making a legal contract." In Greenwade v. Greenwade, supra, 43 Md. at page 315, this Court held: "The term(s) non compos mentis used by the Code, embraces not only lunatics and idiots, but all persons of unsound mind." Again, in Purdum v. Lilly, supra, 182 Md. at page 618, this Court stated, the courts will afford protection to the person and his estate where any species of mental unsoundness is clearly shown to incapacitate him from protecting either himself or his estate against his own weakness or the artifice of others." We hold these are the standards of mental incapacity intended by the Legislature to invoke jurisdiction in the equity courts under both sections, 132 and 135. This seems to be confirmed by Ch. 745 of the Acts of 1957, wherein provision is made for the appointment of a conservator for persons suffering from a "Mental weakness (not amounting to unsoundness of mind)".

III (a)

The Chancellor held that if the Legislature intended section 135 to mean what we have said above it does mean, then section 135 violates Article 19 of the Declaration of Rights and the Fourteenth Amendment to the Federal Constitution, and is therefore void. With this we are unable to agree. Said Article 19 provides that every man "for any injury done to him in his person or property ought to have remedy by the course of the Law of the Land and ought to have justice and right, * * *"; and said Fourteenth Amendment states, in part; "* * *: nor shall any State deprive any person of life, liberty, or property, without due process of the law: * * *."

This Court held in Solvuca v. Ryan and Reilly Co., 131 Md. 270, that the phrase "the Law of the Land" in Article 23 of the Declaration of Rights meant the same as "due process of law" in the Federal Constitution. We hold the words "The Law of the Land" in Article 19 have a like meaning.

In the reported cases, these phrases "due process of law" and "The Law of the Land" have received many definitions. Mr. Justice Moody in the case of Twining v. New Jersey, 211 U. S. 78, uses this language:

"What is due process of law may be ascertained by an examination of those settled usages and modes of proceedings existing in the common and statute Law of England before the emigration of our ancestors, and shown not to have been unsuited to their civil and political condition by having been acted on by them after the settlement of this country. * * * It does not follow, however, that a procedure settled in English law at the time of the emigration, and brought to this country and practised by our ancestors, is an essential element of due process of law. If that were so, the procedure of the first half of the seventeenth century would be fastened upon the American jurisprudence like a straight jacket, only to be unloosed by constitutional amendment. * * * But, consistently with the requirements of due process, no change in ancient procedure can be made which disregards those fundamental principles, to be ascertained from time to time by judicial action, which have relation to process of law and protect the citizen in his private right, and guard him against the arbitrary action of government."

The essential elements of "due process of law" and "The Law of the Land", as they relate to a judicial proceeding, are notice and an opportunity to defend. Simon v. Craft, 182 U. S. 427, 436; In re Oliver, 333 U. S. 257, 273. Section 135, as well as section 145, makes ample provision to preserve these elements. It requires that the alleged incompetent be summoned and a copy of the "summons, petition and order shall be left with the person with whom the alleged incompetent resides". This, of course, is notice. Section 135 further requires that the petition be set "for hearing on or after fifteen days from the date of the order". This hearing, if the petition be contested, anticipates the examination of witnesses and the taking of testimony, with a full opportunity for the alleged incompetent and his witnesses to be heard and their testimony considered, and a decision by the court upon the question of his mental capacity. This affords him the right to have "his day in court", and provides the other essential element for due process of law. Simon v. Craft, supra; Chaloner v. Sherman, 242 U. S. 455.

With reference to "justice and right" under Article 19 of our Declaration of Rights, it will suffice to say, without pointing out the differences in detail, that in our opinion section 135 makes better provision for safeguarding the rights of an alleged incompetent and affords him more "justice and right" than the common law procedure under a writ de lunatico inquirendo where, in many instances, there was no requirement that he be notified and the proceeding was conducted ex parte.

The Chancellor also pointed out in his opinion as one of the reasons he refused to ratify the sale, that no notice was given the incompetent that the trustee intended to sell the property. The simple answer to this is that section 137 specifically provides that such sales may be made "without any process or order of publication". The chief reason for this provision is that the trustee represents the incompetent and acts under the direction of the court. It would cause unnecessary delay and would incur useless expense to go through the procedure of summoning the incompetent and appointing a guardian ad litem for him to do substantially what the trustee has already been appointed to do. See Estate of Dorney, 59 Md. 67, 70; Cf. Packard v. Urich, 106 Md. 246. We have been referred to no constitutional provision, Federal or of our State, nor do we know of any, with which this portion of sect-

ion 137 conflicts.

We, therefore, hold that section 135 neither violates Article 19 of our Declaration of Rights nor the Fourteenth Amendment of the Federal Constitution.

(b)

Article 5 of the Declaration of Rights provides: "That the inhabitants of Maryland are entitled to the Common Law of England, and the trial by Jury, according to the course of that law, ***." Our final question is to determine whether this provision preserves to those alleged to be of unsound mind the right to a Jury trial. No English statute affecting Jury trials in lunacy proceedings was in force in Maryland on July 4, 1776. The statute 2 Edw. VI. Ch. 8 (1548), which provided that if the inquisition were traversed, then the traverser became entitled to a jury trial, was not included in Alexander's British Statutes in force in Maryland.

There is considerable disparity in the decisions of different jurisdictions as to the right to a jury trial in proceedings to adjudicate insanity or incompetency. In many, the existence of the right is denied; in others the right to a trial by jury has been asserted on the ground that the framers of the constitutions intended to perpetuate the system which forbade a finding of lunacy unless by verdict of a jury. In the main, they turn upon the interpretations placed upon the phraseology used in the individual constitutions. See annotations in 91 ALR 88 and 33 ALR 2d 1145; 28 Am. Jur., Insane and Other Incompetent Persons, sec. 17. We think the decided weight of authority is to the effect that lunacy proceedings are not included in constitutional requirements of a jury trial. For instance, it was held in Gaston v. Babcock, 6 Wis. 503, that such a proceeding was not a case at law, and consequently, was not within the purview of its constitution, which stated, "the right of trial by jury shall remain inviolate, and shall extend to all cases at law". Likewise, it was held in In Re Liggett, 202 P. 660, 661, that California's constitutional provision, which read, "The right of trial by jury shall be secured to all, and remain inviolate * * *", meant the common law right of trial by jury in ordinary civil and criminal cases, and did not apply to such special proceedings as those provided for inebriates. In making a similar ruling in that State, the Court in Ex Parte O'Connor, 155 P. 115, 118, used this pertinent language: "The right of trial by jury secured by the Constitution is the right to a jury trial as it existed and was recognized at common law." It will be noted that this interpretation of the California constitution closely resembles the actual wording in our constitution. That Court, at page 120, then went on to say:

"But we need not further multiply cases upon the proposition in hand. They are numerous, and, like the cases above examined, all to the effect that, where the state Constitution guarantees the common-law right of trial by jury, only those cases in which that right was habitually exercised according to the course of the common law come within the terms of the guaranty, and that an inquisition of insanity is not one of these cases."

Another similar holding was made in Ward v. Booth, 197 P. 2d 963, (U.S.C.A. 9th) where the constitutionality of an Hawaiian statute was assailed. This statute permitted a probate judge, after a full hearing, to adjudge an alleged incompetent to be insane, and to appoint a guardian of his person and estate without the intervention of a jury. It was contended that the procedure was violative of the Seventh Amendment, which states: "In suits at common law, * * *, the right of trial by jury shall be preserved * * *." The Court held that the statute was constitutional, and observed that it was unable to perceive any such resemblance as would require the classification of such special proceedings as "suits at common law".

We, therefore, conclude that lunacy proceedings are not such trials according to the course of the common law of England as to be included in the provision of Article 5 of the Declaration of Rights that requires jury trials. Cf. State v. Glenn, 54 Md. 572; Danner v. State, 89 Md. 220; Knee v. City Pass. Ry. Co., 87 Md. 623; State v. Loden, 117 Md. 373.

As the Chancellor found, and the record supports such finding, that the sale would be to the benefit and advantage of the incompetent, we hold that the sale should have been ratified.

DECREE REVERSED, AND CASE REMANDED
FOR THE ENTRY OF A DECREE IN ACCORD-
ANCE WITH THIS OPINION, COSTS TO BE
PAID FROM THE ESTATE OF THE WARD.

DECREE
Filed July 16, 1957

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
WILLIAM REX EASTON,	:	QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY
	:	No. 3916

D E C R E E

In conformity with the opinion of the Court of Appeals filed here-

in on June 26, 1957, and the Mandate of said Court dated July 11, 1957,

IT IS THEREUPON, on this 15th day of July, 1957, 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 Nelson J. Molter and Mary L. Molter, his wife, for the sum of Fifteen Thousand Dollars (\$15,000.00) upon the terms set forth in the agreement filed in these proceedings as "Petitioner's Exhibit B"; it appearing to the Court that a sale of said land would be to the interest and advantage of said incompetent.

That as soon as may be convenient after he has made sale of said property unto said purchasers in accordance with the terms and conditions set forth in the aforesaid "Petitioner's Exhibit B", said Trustee 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 Trustee 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 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.

Wm. R. HORNEY
Judge.

REPORT OF SALE
Filed July 18, 1957

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
WILLIAM REX EASTON,	:	QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY
	:	No. 3916

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by John H. Doyle, Trustee, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 15th day of July, 1957, your Trustee on the 16th day of July, 1957, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as "Petitioner's Exhibit B" to sell the parcel of land mentioned and described in these proceedings, and more fully described in the aforesaid Contract of Sale, unto Nelson J. Molter and Mary L. Molter, his wife, at and for the sum of Fifteen Thousand Dollars (\$15,000.00) in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted:

JOHN H. DOYLE
John H. Doyle, Trustee

DISTRICT OF COLUMBIA,
CITY OF WASHINGTON, to wit:

I HEREBY CERTIFY, that on this 16th day of July, 1957, before me, the subscriber, a Notary Public in and for the District and City aforesaid, personally appeared John H. Doyle, 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 bona fide as therein stated, and that the sale was fairly made.

Notary
Public Seal.

WINIFRED M. ING
NOTARY PUBLIC
My Comm. Expires:
My Commission Expires August 14, 1959

Filed July 18, 1957

ORDER NISI
Filed July 18, 1957

NISI

EX PARTE
IN THE MATTER OF
WILLIAM REX EASTON,
INCOMPETENT

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 3916

ORDERED, this 18th. day of July, 1957, that the sale of real estate made and reported in this cause by John H. Doyle, Trustee, be ratified and confirmed, on or after the 16th. day of August next, 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 25th. day of July 1957, and ending on the 8th. day of August 1957.

The report states the amount of sales to be \$15,000.00.

T. SORDEN PIPPIN Clerk

Filed: July 18, 1957

CERTIFICATE OF PUBLICATION OF
NISI
Filed Aug. 9, 1957

NISI

Ex Parte
In The Matter of
William Rex Easton,
Incompetent

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

No. 3916

ORDERED, this 18th day of July, 1957, that the sale of real estate made and reported in this cause by John H. Doyle, trustee, be ratified and confirmed, on or after the 16th day of August, next, 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 25th day of July, 1957, and ending on the 8th day of August, 1957.

The report states the amount of sales to be \$14,000.00.

T. SORDEN PIPPIN, Clerk

Filed: July 18, 1957

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-8-8

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 9, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Ex Parte in the matter of William Rex Easton, 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 16th day of August, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of July 1957, and the last insertion on the 8th day of AUGUST, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 9, 1957

FINAL ORDER OF RATIFICATION SALE
Filed Aug. 22, 1957

EX PARTE : IN THE CIRCUIT COURT
IN THE MATTER OF : FOR

WILLIAM REX EASTON,

:

QUEEN ANNE'S COUNTY

INCOMPETENT

:

IN EQUITY

:

No. 3916

FINAL ORDER OFRATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County in Equity, this 22nd day of August, 1957, that the sale made and reported by John H. Doyle, Trustee, on the 18th day of July, 1957, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the preceding Order Nisi; and the said Trustee is allowed the usual commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the auditor.

Wm. R. HORNEY
Judge

Filed Aug. 22, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of October, in the year nineteen hundred forty five, the following Petition for Assumption of Jurisdiction by Court and the Appointment of a Trustee was brought to be recorded, to wit:-

IN THE MATTER OF THE TRUST ESTATE
FOR WILLIAM McK. JACOBS, CREATED
BY THE WILL OF NANNIE McK. JACOBS,
DECEASED.

§
§
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§

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

Cause No. 3460

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Peition of William McK. Jacobs, unto your Honors, respectfully shows:

1. That on the 28th day of April, in the year nineteen hundred and forty-one, Nannie McK. Jacobs, late of Queen Anne's County, Maryland, departed this life in said County, seized and possessed of both real estate and personal property in her own right and with the power of disposition and appointment by last will and testament of an estate consisting solely of real estate.

2. That the said Nannie McK. Jacobs, deceased, left a last will and testament dated the 13th day of August, 1910, and a codicil to said will dated the 30th day of May, 1930, which said will and codicil thereto were duly admitted to probate by the Orphans' Court for Queen Anne's County and are now on record in the office of the Register of Wills for said County in Will Record Book N.S.D. No. 1, folio 212, etc., a duly certified copy of which said last will and testament and codicil thereto and the probate thereof, marked "Exhibit No. 1", is filed herewith as a part of this Petition.

3. That in Item Five of her will, the Testatrix provides as follows:

"All the ~~rest~~, rest, residue and remainder of my estate and property, real and mixed, held or owned by me in possession, remainder, reversion, or otherwise, including as part thereof, all real estate in which I have an interest for life under and by virtue of the last will and testament of my deceased father, William McKenney, dated the 12th day of May, in the year 1883, and the codicils thereto, which said will and codicils have been duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland, and duly recorded among the Will Record Books for said County, in Liber F.R. No. 2, folio 29, etc., and which said property I am authorized and empowered by the terms of said will, to dispose of by last will and testament, which said authority and power I desire to and do hereby exercise, I do give and devise unto my executors hereinafter named, the successor and survivors of them, as the case may be, to be held by them in trust for the purposes of this will and for the benefit of my two sons, Kent and William, until the appointment by the Circuit Court for Queen Anne's County, in Equity, of Trustees to receive, have hold, manage, let, rent and carry on the respective shares and distributive parts thereof of my said two sons as hereinafter provided, and until their qualification to act as Trustees under the provisions of this will and of the Order of the Court making such appointment, at which time my executors shall surrender and deliver up to said Trustees all of said estate, real and mixed, according to the provisions of this will and the division thereof."

And that in Item Two of the codicil of her will, the Testatrix provides as follows:

"I do hereby revoke Item Eleven of my said last will and testament wherein I constituted and appointed my brother, William McKenney, now deceased, and Thomas J. Keating to be the Executors thereof; and I do hereby constitute and appoint my two sons, J. Kent H. Jacobs and William McK. Jacobs, to be the Executors of my said last will and testament, clothing them with full power and authority to carry into operation and effect its terms and provisions, and it is my wish and desire and I hereby direct that the said J. Kent H. Jacobs and William McK. Jacobs shall be excused from the necessity of giving bond for the performance of their duties as such Executors."

4. That your Petitioner, William McK. Jacobs, qualified as executor under said last will and testament on May 6th, 1941, as will appear by the Certificate of Letters Testamentary, marked "Exhibit No. 2", and filed herewith as a part of this Petition, and that since that time he has discharged and is still discharging his duties as executor as aforesaid.

5. That in Item Six of her will, the Testatrix provides as follows:

"I do will and direct that, as soon after my decease as may be convenient and practicable and within a period of two years, my executors shall make application to the Circuit Court for Queen Anne's County, in Equity, for the partition and allotment of my said estate, real and mixed, including therein all property, real and mixed, over which I have the power of disposition by the terms of the aforesaid last will and testament of my deceased father, William McKenney, among my said two sons, Kent and William, in equal parts as to the value (in case of unavoidable inequality in value, the same shall be adjusted and equalized by the award of money to be paid by the one or the other so as to equalize said division and allotment and said award of money shall be a lien and charge upon the real estate of the one by whom the same is to be paid, until paid and discharged) by the appointment of five suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, as a commission to divide and report the same to said Court for its confirmation or rejection &c., until the same shall have been consummated and confirmed, and in said application to the Court there shall be embodied an application for the appointment of suitable Trustees for my two sons who will receive the trust in their respective behalfs, to received, have hold, manage, rent, let, lease, farm and farm let their respective estate as hereinafter more specifically set forth, and which Trustees shall file a bond in said Court in such penalty as

said Court may direct with a Trust Company, approved by said Court, as surety thereon, for the preservation, safety and security of the trust estate, for the proper management thereof and for the performance of the duties of their respective trust under this will and under the respective orders of appointment by said Court, or any future orders of said Court passed in reference to their trust estate in their respective trusts. And I do request and empower said Circuit Court for Queen Anne's County, in Equity, from time to time as occasion may require, from death, resignation, inability, or from any other cause, to appoint and substitute new trustees during the continuance of the trust hereby engrafted on my property and estate and it is my desire that my said sons be consulted by the Court in the selection of their respective Trustees in so far as the Court may adjudge proper and safe; but no further."

6. That in Item Seven of her will, the Testatrix provides as follows:

"I do will and direct that, after the appointment and qualification of the Trustees as aforesaid, the respective Trustees shall receive, have, hold, manage, lease and farm let the respective shares and allotments of my estate, real mixed, during the respective lives of my said two sons, Kent and William, and I do hereby empower and charge that the respective Trustees, to be appointed by the Court as aforesaid under the provisions of this will, shall keep their respective trust estates in order and repair, pay special attention to the fertility and productiveness thereof, and shall receive and collect the rents, profits, issues and income from their respective trust estates and, after deducting from said rents, profits, issues and income all necessary expenses incident to the trust estate and to the care and preservation thereof, shall pay over, semi-annually, the net rents, profits, issues and income to them respectively and personally during their respective lives and upon the death of each of my said sons the trust as to his respective allotment and proportion shall immediately terminate and the corpus and increase thereof shall pass to and vest in his issue living at the time of his death, or in such person or persons as he, by last will and testament, may devise and direct, free, clear and discharged of the trust herein and engrafter thereon; and, in case of his death without issue living, at the time of his death, and without the exercise of the power of appointment by last will and testament, given by this will, I do will, direct and devise that his share and allotment shall devolve upon and become the absolute estate and property of the survivors; and, in case the last survivor shall die without leaving issue living at the time of his death and without exercising the power of appointment by last will and testament, then, and in the event, his proportion and allotment shall pass to and vest in such person or persons as shall be my heirs at law at the time of his death."

7. That in Item Ten of her will, the Testatrix provides as follows:

"I do hereby empower the respective Trustees of my sons, Kent and William, to sell their respective share of the real estate held in trust, or any part thereof, under the decree of the Circuit Court for Queen Anne's County, in Equity, upon satisfactory proof that it is advantageous and the best interest of the Cestui Qui Trust and to have, hold, manage, invest and re-invest the proceeds of sale for the benefit of his Cestui Qui Trust as provided in case it had remained land and subject to the same devolution of title and power of disposition by last will and testament of the Cestui Qui Trust."

8. That pursuant to the direction in Item Six of said last will and testament, your Petitioner, the said William McK. Jacobs, as Executor as aforesaid and acting in his individual capacity, in a cause in this Court wherein he is the Plaintiff and Anne McK. Jacobs and Frances Kent Jacobs, minor children of J. Kent H. Jacobs, deceased, are the Defendants, being Cause No. 3349 on the Chancery Docket of this Court, has filed his Bill of Complaint praying for the passage of a decree by this Honorable Court for the partition, allotment and division of the real estate described in said Bill of Complaint among the persons entitled thereto according to their respective interests as set forth in said Bill and in accordance with the provisions of said last will and testament, as will fully appear by reference to the aforesaid Bill of Complaint.

9. That in the partition, allotment and division of said real estate to be made under the proceedings in the aforesaid chancery cause No. 3349, your Petitioner is advised and charges that under the provisions of said last will and testament and as set forth in said Bill of Complaint, there will be allotted to your Petitioner, the said William McK. Jacobs, a one half part of the real estate so to be allotted subject to the trust engrafted thereon by said last will and testament, the same to be held as aforesaid by a Trustee to be appointed by this Honorable Court.

10. That as a supplemental proceeding to the aforesaid Bill of Complaint and the proceedings thereunder in said Chancery Cause No. 3349, your Petitioner hereby makes application to this Honorable Court for the appointment of a Trustee to receive, have, hold, manage, rent, let lease, farm and farm let the said share of said estate so as aforesaid to be allotted to your Petitioner, the said William McK. Jacobs, in accordance with the provisions of said last will and testament of said Nannie McK. Jacobs, deceased.

11. That the testatrix in her last will and testament stated that it was her desire that her sons be consulted by the Court in the selection of their respective Trustees in so far as the Court may adjudge proper and safe, but no further, and that it is the desire of your Petitioner that he, the said William McK. Jacobs, be named as the Trustee to be appointed in these proceedings.

Your Petitioner therefore prays:

1. That this Honorable Court may assume jurisdiction over the said one half part of the real estate of Nannie McK. Jacobs, deceased, to be allotted as aforesaid to the said William McK. Jacobs under the proceedings in this Court in said Chancery Cause No. 3349, and over the aforesaid trust created and engrafted thereon by the said last will and testament of Nannie McK. Jacobs, deceased.

2. 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 one half of the real estate to be allotted as aforesaid to your Petitioner, the said William McK. Jacobs, in accordance with the terms,

provisions and directions contained in said last will and testament.

3. 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 the cause.

4. And that your Petitioner may have such other and further relief as his case may require.

And as in duty bound, &c.,

WILLIAM McK. GIBSON

WILLIAM McK. JACOBS
Petitioner.

THOMAS J. KEATING, Jr.
Solicitors for Petitioner.

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

I HEREBY CERTIFY that on this 11th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly commissioned and qualified, personally appeared William McK. Jacobs, 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 first above written.

Notary
Public
Seal.

SARA E. CONLON
Notary Public.

My Commission Expires
May 5th, 1947

EXHIBIT No. 1
Filed Oct. 24, 1945

I, Nannie McK. Jacobs, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding and desiring to make disposition of my estate and property, and of the estate and property in which I have an interest for life and which I am authorized and empowered to make disposition of under the authority and terms of the last will and testament of my dear father, William McK. Kenney, deceased, in the manner deemed by me most advantageous to those nearest and dearest to me, looking to their comfort and happiness during their lives, do make this my last will and testament in manner following, that is to say:

1- I direct that my just debts, funeral expenses and cost of administration shall be paid by my executors hereinafter named, as soon after my decease as may be practicable, from my personal estate.

2- I give and bequeath to my two sons, J. Kent H. Jacobs and William McK. Jacobs, my jewelry and my household and kitchen furniture, to be divided by my executors between my said sons as near equally as possible, each of my said sons to make his own selection so far as it is possible for them to agree upon a division and selection thereof.

3- The farm or tract of land known as the "Woodyard Farm", situate in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville to Ruthsburg and which I acquired by the will of my deceased husband, Dr. James K. H. Jacobs, I give and devise to my said sons, Kent and William, for and during their joint natural lives, and, in the event of the death of either of my said sons, Kent or William, leaving a child or children, or the issue of any deceased child or children surviving him, as undivided one half interest therein shall to and vest in the child or children, or the issue of any deceased child or children surviving the one who shall first depart this life, to take per stirpes, and the remaining undivided one half interest shall pass to and vest in the survivor of my said sons, Kent and William, as tenants in common: in the event the one first dying shall not leave a child or children, or the issue of any child or children living at the time of his death, I give and devise said farm to the survivor of my said two sons, Kent and William, during the term of his natural life, and no longer, and from and after his death to his child or children, and the issue of any deceased child or children, living at the time of his death, to take per stirpes: and, in the event of the death of both of my said sons without leaving a child or children, or the issue of any deceased child or children surviving, I give and devise said farm to Caroline B. Jacobs, if she be then living, and if she be then not living, I give and devise said farm to Mary Harper, Emily Harper, Carrie Harper and Nellie Harper of Baltimore City, in fee simple.

4- I give and devise unto my two sons, Kent and William, in equal proportions, all my undivided right, title, interest and estate in all that farm or tract of land known as the "Mill Farm", situate adjoining the town of Centreville, in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from said town to Queenstown.

5- All the rest, residue and remainder of my estate and property, real and mixed, held or owned by me in possession, remainder, reversion, or otherwise, including as part thereof, all real estate in which I have an interest for life under and by virtue of the last will and testament of my deceased father, William McK. Kenney, dated the 12th day of May, in the year 1883, and the codicils thereto, which said will and codicils have been duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland, and duly recorded among the Will Record Books for said County, in Liber F. R. No.-2 folio 29&c., and which said property I am authorized and empowered, by the terms of said will, to dispose of by last will and testament, which said author-

ity and power I desire to and do hereby exercise, I do give and devise unto my executors hereinafter named, the successor and survivors of them, as the case may be, to be held by them in trust for the purposes of this will and for the benefit of my two sons, Kent and William, until the appointment by the Circuit Court for Queen Anne's County, in Equity, of Trustees to receive, have, hold, manage, let, rent and carry on the respective shares and distributive parts thereof of my said two sons as hereinafter provided, and until their qualification to act as Trustees under the provisions of this will and of the Order of the Court making such appointment, at which time my executors shall surrender and deliver up to said Trustees all of said estate, real and mixed, according to the provisions of this will and the division thereof.

6- I do will and direct that, as soon after my decease as may be convenient and practicable and within a period of two years, my executors shall make application to the Circuit Court for Queen Anne's County, in Equity, for the partition and allotment of my said estate, real and mixed, including therein all property, real and mixed, over which I have the power of disposition by the terms of the aforesaid last will and testament of my deceased father, William McKenney, among my said two sons, Kent and William, in equal parts as to value (in case of unavoidable inequality in value, the same shall be adjusted and equalized by the award of money to be paid by the one or the other so as to equalize said division and allotment and said award of money shall be a lien and charge upon the real estate of the one by whom the same is to be paid, until paid and discharged) by the appointment of five suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, as a commission to divide and report the same to said Court for its confirmation or rejection &c., until the same shall have been consummated and confirmed, and in said application to the Court there shall be embodied an application for the appointment of suitable Trustees for my two sons who will receive the trust in their respective behalfs, to receive, have, hold, manage, rent, let, lease, farm and farm let their respective estate as hereinafter more specifically set forth, and which Trustees shall file a bond in said Court in such penalty as said Court may direct with a Trust Company, approved by said Court, as surety thereon, for the preservation, safety and security of the trust estate, for the proper management thereof and for the performance of the duties of their respective trust under this will and under the respective orders of appointment by said Court, or any future orders of said Court passed in reference to their trust estate in their respective trusts. And I do request and empower said Circuit Court for Queen Anne's County, in Equity, from time to time as occasion may require, from death, resignation, inability, or from any other cause, to appoint and substitute new trustees during the continuance of the trust hereby engrafted on my property and estate and it is my desire that my said sons be consulted by the Court in the selection of their respective Trustees in so far as the Court may adjudge proper and safe; but no further.

7- I do will and direct that, after the appointment and qualification of the Trustees as aforesaid, the respective Trustees shall receive, have, hold, manage, lease and farm let the respective shares and allotments of my estate, real and mixed, during the respective lives of my said two sons, Kent and William, and I do hereby empower and charge that the respective Trustees, to be appointed by the Court as aforesaid under the provisions of this will, shall keep their respective trust estates in order and repair, pay special attention to the fertility and productiveness thereof, and shall receive and collect the rents, profits, issues and income from their respective trust estates and, after deducting from said rents, profits, issues and income all necessary expenses incident to the trust estate and to the care and preservation thereof, shall pay over, semi-annually, the net rents, profits, issues and income to them respectively and personally during their respective lives and upon the death of each of my said sons the trust as to his respective allotment and proportion shall immediately terminate and the corpus and increase thereof shall pass to and vest in his issue living at the time of his death, or in such person or persons as he, by last will and testament, may devise and direct, free, clear and discharged of the trust herein and engrafted thereon; and, in case of his death without issue living, at the time of his death, and without the exercise of the power of appointment by last will and testament, given by this will, I do will, direct and devise that his share and allotment shall devolve upon and become the absolute estate and property of the survivors: and, in case the last survivor shall die without leaving issue living at the time of his death and without exercising the power of appointment by last will and testament, then, and in that event, his proportion and allotment shall pass to and vest in such person or persons as shall be my heirs at law at the time of his death.

8- I do will and direct that all the rest and residue of my personal estate, after the payment of my just debts, funeral expenses and costs of administration (except such personal property as I have hereinbefore specifically disposed of), shall be held by my executors until the appointment and qualification of the respective Trustees of the real estate, as hereinbefore provided, and then by said several Trustees of my said two sons, Kent and William, in trust for their respective use and benefit to be invested and re-invested, from time to time, by said respective Trustees and the income therefrom paid over, semi-annually, to my two sons, personally and respectively: when my son, Kent, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the corpus thereof shall be paid over to him absolutely: and when my son, William, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the same shall be paid over to him absolutely: and in case of the death of either or both of my said sons before the time shall arrive for the payment to them, respectively, of the corpus of their respective trust estates herein created in reference to the residue of my personal estate and without disposition thereof having been made by last will and testament, then, and in that event, the said corpus, and any part thereof then remaining, shall pass in the same manner as hereinbefore provided for in reference to the real estate devised to each of them in trust by this will.

9- I do hereby authorize and empower either and both of my said sons, Kent and William, after they arrive at the age of twenty one years, to dispose of, by last will and testament legally executed, all property herein devised and bequeathed to them, respectively, in trust.

10- I do hereby empower the respective Trustees of my sons, Kent

and William, to sell their respective share of the real estate held in trust, or any part thereof, under the decree of the Circuit Court for Queen Anne's County, in Equity, upon satisfactory proof that it is advantageous and to the best interest of the Cestui Qui Trust and to have, hold, manage, invest and reinvest the proceeds of sale for the benefit of his Cestui Qui Trust as provided in case it had remained land and subject to the same devolution of title and power of disposition by last will and testament of the Cestui Qui Trust.

11- I do hereby constitute and appoint my brother, William McKenney, and Thomas J. Keating to be the Executors of this my last will and testament, clothing them with full power and authority to carry into operation and effect its terms and provisions and requesting that they give bond with a trust company as surety thereon, and I do hereby revoke any and all wills and codicils heretofore made by me.

In testimony whereof I have hereunto subscribed my name and affixed my seal, this thirteenth day of August, in the year nineteen hundred and ten.

Nannie McK. Jacobs (SEAL).

Signed, sealed, published and declared by the above named Testatrix, Nannie McK. Jacobs, as and for her 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 thereto.

William L. Holton

J. FLETCHER ROLPH

I, Nannie McK. Jacobs, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my last will and testament, bearing date the thirteenth day of August, in the year nineteen hundred and ten, which said last will and testament I desire to modify as hereinafter expressed, now, therefore, I do make, publish and declare this to be a codicil to my said last will and testament, that is to say:

ITEM ONE. I do hereby give and bequeath to my granddaughter, Anne McKenney Jacobs, my six shares of the capital stock of The Centreville National Bank of Maryland, absolutely.

ITEM TWO. I do hereby revoke Item Eleven of my said last will and testament wherein I constituted and appointed my brother, William McKenney, now deceased, and Thomas J. Keating to be the Executors thereof; and I do hereby constitute and appoint my two sons, J. Kent H. Jacobs and William McK. Jacobs, to be the Executors of my said last will and testament, clothing them with full power and authority to carry into operation and effect its terms and provisions, and it is my wish and desire and I hereby direct that the said J. Kent H. Jacobs and William McK. Jacobs shall be excused from the necessity of giving bond for the performance of their duties as such Executors.

ITEM THREE. I do hereby ratify and confirm my said last will and testament, bearing date the thirteenth day of August, nineteen hundred and ten, in all respects except as herein modified by this codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this thirtieth day of May, in the year nineteen hundred and thirty:

Nannie McK. Jacobs (SEAL)

SIGNED, sealed, published and declared by the above named testatrix, Nannie McK. Jacobs, as and for a codicil to her last will and testament, bearing date the thirteenth day of August, nineteen hundred and ten, 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 thereto:

Spencer Wright

Wm. R. Horney

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

On the 6th day of May A. D., 1941, came William McK. Jacobs, Custodian of the within and foregoing instruments of writing, purporting to be the last Will and Testament and Codicil thereto of Nannie McK. Jacobs, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will and Codicil 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 Safe Deposit Box of Nannie McK. Jacobs in The Centreville National Bank of Maryland on or about the 15th day of April A. D., 1941.

Sworn before

Norman S. Dudley
Register of Wills of Queen Anne's County, Md.

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

On this 6th day of May, 1941, personally appeared W. Layton Holton and made oath in due form of law that he was well acquainted with William L. Holton, the father of the said W. Layton Holton, and who is now dead; That he was well acquainted with his handwriting and signature and that he believes that the signature as appearing as a witness to the last will and testament of Nannie McK. Jacobs, deceased, is in the handwriting of the said William L. Holton and is the true and genuine signature of the said William L. Holton;

and the said W. Layton Holton further makes oath in due form of law that he is familiar with the handwriting and signature of J. Fletcher Rolph the other subscribing witness to the last Will and Testament of Nannie McK. Jacobs who is now ill and unable to attend the probate of the said will and that he believes that the signature as appearing on the said last will and testament of J. Fletcher Rolph as a witness thereto is the true and genuine signature of the said J. Fletcher Rolph.

Sworn in Open Court:

Norman S. Dudley
Register of Wills for Queen
Anne's County, Maryland.

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

On the 6th day of May 1941, came Spencer Wright and Wm. R. Horney, the two subscribing witnesses to the Codicil to the aforegoing last Will and Testament of Nannie McK. Jacobs, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Codicil, that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament, and at the time of her so doing, she 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 Codicil to said Will at her request in her 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 Instruments of Writing, purporting to be the last Will and Testament and Codicil thereto of NANNIE MCK. JACOBS, 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 Instruments of Writing and also the evidence adduced as to their validity, ORDERS and DECREES, this 6th day of May, A. D. 1941, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil thereto of the said NANNIE MCK. JACOBS, deceased.

Henry C. Bowen

C. Tilghman Bishop

Harry B. Moore

Judges of the Orphans' Court for
Queen Anne's County.

Filed Oct. 23, 1945.

In the Orphans' Court for Queen Anne's County, Maryland, Sct:

The Register of Wills for Queen Anne's County, Maryland, doth hereby certify that the within and foregoing is a true copy of the last Will and Testament and Codicil thereto of Nannie McK. Jacobs, late of Queen Anne's County, deceased as filed and passed in this office on May 6 - 1941 and recorded in Liber N.S.D. No. 1 Folio 212, etc. in Record Book of Wills in the Orphan's Court for Queen Anne's County, Maryland.

In Testimony whereof I hereunto subscribe my name and affix the seal of my office this 10th day of October 1945.

Seal's Place

EDWARD E. COURSEY
Register of Wills for Queen
Anne's County, Maryland

EXHIBIT NO. 2
Filed October 24, 1945

CERTIFICATE OF LETTERS TESTAMENTARY

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

To All to Whom These Presents Shall Come or May Concern:

KNOW YE, that on the 6th day of May A.D., 1941 before the Orphans' Court, of Queen Anne's County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament and Codicil thereto of NANNIE MCK. JACOBS, late of said County, deceased, was in due form of law admitted to probate; and that on the 6th day of May A.D., 1945, Letters Testamentary of all and singular the goods, chattels, rights and credits, which were of the said deceased, or in any manner or way concerning h_____ said last Will and Testament,

were granted unto William McK. Jacobs the executor in and by the said Codicil to said Will named appointed; he having first entered into bond with approved security for the due performance thereof according to law.

In testimony whereof, I Edward, E. Coursey, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphan's Court of Queen Anne's County, this 10th day of October A.D., 1945.

EDWARD E. COURSEY
Register of Wills

.50 Register's Costs

Filed Oct. 24th, 1945.

PETITION AND SUGGESTION FOR APPOINTMENT OF A TRUSTEE
Filed Nov. 7th, 1945.

IN THE MATTER OF THE TRUST ESTATE
FOR
WILLIAM McKENNEY JACOBS, CREATED BY THE
WILL OF NANNIE McK. JACOBS, deceased.

§
§
§
§

IN THE CIRCUIT COURT
FOR
QUEEN ANNES COUNTY, in Equity.

CHANCERY # 3460

To the Honorable, the Judges of said County:

The Petition of William McKenney Jacobs, Life beneficiary of the trust estate in this cause, respectfully shows unto your Honors:

1. That your Petitioner has heretofore filed in this cause his petition asking that jurisdiction of the trust be assumed by this Honorable Court and asking that he, the said William McKenney Jacobs, be appointed Trustee for himself.

2. That your Petitioner now desires to make known to your Honors the fact that if the Court should not see fit to appoint him Trustee for himself then your Petitioner's next choice for such appointment is Charles S. Quimby, who has indicated unto your Petitioner his willingness to serve as such Trustee.

Wherefore your Petitioner prays your Honors to appoint the said Charles S. Quimby as Trustee in this cause if your Honors should not see fit to appoint your Petitioner as Trustee.

Respectfully submitted,

WILLIAM McKENNEY JACOBS.
William McKenney Jacobs

Filed Nov. 7th. 1945.

ORDER OF COURT
Filed Nov. 7th, 1945.

IN THE MATTER OF THE TRUST ESTATE
FOR WILLIAM McK. JACOBS, CREATED
BY THE WILL OF NANNIE McK. JACOBS,
DECEASED.

§
§
§
§

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

Cause No.

ORDER OF COURT.

The foregoing Petition and Exhibits having been read and considered, it is ADJUDGED, ORDERED and DECREED, this 5th day of November, 1945, 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 estate of Nannie McK. Jacobs, deceased, late of Queen Anne's County, Maryland, as set forth in the foregoing Petition to be allotted in trust to the said William McK. Jacobs, under the proceedings in this Court entitled "William McKenney Jacobs, Executor et al, vs. Anne McK. Jacobs, et al.," being Cause No. 3349 on the Chancery Docket of this Court, and over the trust engrafted thereon by the last will and testament of said Nannie McK. Jacobs, deceased.

And it is further ADJUDGED, ORDERED and DECREED that Charles S. Quimby 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 estate to be allotted as aforesaid to the said William McK. Jacobs, in accordance with the terms, provisions and directions contained in the said last will and testament of Nannie McK. Jacobs, deceased, and that before proceeding to act as Trustee as aforesaid the said Charles S. Quimby shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and by a corporate surety to be approved by this Court in the penalty of Seven Thousand dollars, 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 said trust in accordance with the terms and provisions of the said last will and testament of Nannie McK. Jacobs, 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.

J. OWEN KNOTTS
Judge.

Filed Nov. 7th, 1945.

CERTIFIED COPY OF BOND
Filed Feb. 11, 1947

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of February in the year nineteen hundred and forty seven, the following Bond was brought to be recorded, to wit:-

UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE, MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles S. Quimby, Centreville, Maryland as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, and 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 Seven thousand (\$7000.00), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 23rd day of December in the year of our Lord one thousand, nine hundred and forty six.

WHEREAS, the above bounden Charles S. Quimby by virtue of a decree of the HONORABLE the Judge of the Circuit Court of Queen Anne County dated the seventh day of November Nineteen Hundred and forty five, mentioned in the proceedings in the case of the trust estate for William McK. Jacobs, created under the will of Annie McKenney Jacobs, deceased, in Chancery #3460. now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles S. Quimby 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

CHARLES S. QUIMBY (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY
By M. G. CROMWELL
M. G. Cromwell, Attorney-in-fact.

Corporate Seals Place.

Certified copy of Power of Attorney attached:

And on the back of the foregoing Bond is thus

endorsed, to wit:

Bond filed and Security approved Feb. 11th, 1947.

A. SYDNEY GADD JR. Clerk

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. 1, folio 4, 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 on this 11 day of February in the year nineteen hundred and forty seven.

Seal's Place

A. SYDNEY GADD, Jr.
Clerk of Circuit Court

PETITION OF LIFE BENEFICIARY FOR APPOINTMENT OF TRUSTEE, AND CONSENT. Filed June 26, 1953.

IN THE MATTER OF THE TRUST ESTATE
FOR WILLIAM McK. JACOBS, CREATED

§
§
§

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

BY THE WILL OF NANNIE McK. JACOBS,
DECEASED.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE NO. 3460

P E T I T I O N

TO THE HONORABLE, the Judges of said Court:

The Petition of William McK. Jacobs, Life Beneficiary, respectfully shows unto your Honors:

1. THAT Charles S. Quimby, Trustee of this Estate, departed this life on Tuesday, June 9, 1953.
2. THAT by reason of the death of said Trustee it will become necessary for this Honorable Court to appoint a successor Trustee to receive an accounting from the personal representative of Charles S. Quimby, deceased Trustee, and to proceed with the execution of the Trust in this estate.
3. THAT your Petitioner desires to suggest to this Honorable Court the appointment of Bennett Carter as Trustee.

WHEREFORE, your Petitioner prays your Honors to pass an Order appointing a new Trustee in this estate in the place and stead of Charles S. Quimby, Trustee, deceased, and fixing the amount of bond required of the new Trustee.

Respectfully submitted,

WILLIAM McK. JACOBS
(William McK. Jacobs) LIFE BENEFICIARY

CONSENT

I, the undersigned, F. Bennett Carter, of Centreville, Maryland, being the person nominated in the above petition, do hereby consent, if appointed by this Honorable Court, to serve as trustee of the trust estate in this Cause.

F. BENNETT CARTER
(F. Bennett Carter)

Filed June 25, 1953

ORDER OF COURT
Filed June 26, 1953

ORDER OF COURT

The foregoing petition of William McK. Jacobs, Life Beneficiary of the trust estate in this Cause, and the consent of F. Bennett Carter, being the person nominated in said petition to succeed the deceased Trustee, Charles S. Quimby, having been read and considered, IT IS ORDERED, ADJUDGED AND DECREED, this 26th day of June, 1953, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that F. Bennett Carter, 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; and that before proceeding to act as Trustee as aforesaid the said F. Bennett Carter shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a corporate surety authorized to do business in the State of Maryland, in the penalty of Thirty Thousand Dollars (\$30,000.00) conditioned for the faithful performance and execution of the trust reposed in him by this decree and that may be reposed in him by any future decree or order in the premises.

Wm. R. HORNEY
Judge

Filed June 26, 1953

CERTIFIED COPY OF BOND
Filed July 6, 1953

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of July in the year nineteen hundred and fifty three, the following Bond was filed for record, to wit:

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND

KNOW ALL MEN BY THESE PRESENTS:

That we, F. Bennett Carter, Centreville, Maryland, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Mary-

land, in the full and just sum of Thirty Thousand \$30,000.00), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 29th day of June in the year of our Lord one thousand, nine hundred and fifty three.

WHEREAS, the above bounden F. Bennett Carter by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County dated the twenty-sixth day of June Nineteen Hundred and Fifty Three, mentioned in the proceedings in the case of the trust estate for William McK. Jacobs, created under the will of Annie McKenney Jacobs, deceased, in Chancery #3460. now pending in said Court, has been appointed Trustee of said trust estate to succeed Charles W. Quimby, deceased trustee.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden F. Bennett Carter 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

HOWARD WOOD 3rd
(Howard Wood, 3rd)

F. BENNETT CARTER (SEAL)
(F. Bennett Carter)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HAROLD T. AXTELL
Harold T. Axtell, Attorney-in-fact.

COUNTERSIGNED

By WM. MCKENNEY JR.
Resident Agent U.S.F.&G. Co.

Certified Copy of Power of Attorney is attached to the foregoing Bond.

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

Security approved and Bond Filed July 6, 1953.

T. Sorden Pippin, Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing was truly taken and copied from Liber A. S. G. Jr. No. 1, folio 344, a Bond 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 Sixth day of July in the year nineteen hundred and fifty three.

Seal's Place

T. SORDEN PIPPIN
Clerk

PETITION FOR DECREE FOR SALE OF "BAYNARD FARM"
Filed May 13, 1964

IN THE MATTER OF THE TRUST	*	In the Circuit Court for
ESTATE FOR WILLIAM McK. JACOBS	*	Queen Anne's County
CREATED BY THE WILL OF NANNIE	*	In Equity
McK. JACOBS, DECEASED	*	Cause No. 3460

PETITION FOR DECREE FOR SALE OF "BAYNARD FARM"

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of F. Bennett Carter, Substituted Trustee in the above entitled cause, unto your Honors, respectfully sets forth:

1. That your petitioner is the duly qualified and acting trustee in the above captioned proceedings, and as such holds legal title to certain real and personal estate for the lifetime benefit of William McK. Jacobs, who was born on or about May 18, 1894, with remainder outright to the issue of William McK. Jacobs living at the time of his death, or to such person or persons as William McK. Jacobs may appoint by his Will; or, in case of his death without issue living and without the exercise of his testimentary power of appointment, to the heirs at law of Nannie McK. Jacobs living at the time of his death; that William McK. Jacobs has no issue living, natural or adopted; and that the heirs at law of Nannie McK. Jacobs as of the present time are the said William McK. Jacobs, her son, and the two daughters of her deceased son, Kent Jacobs, namely: Anne J. Phillips and Frances J. Campbell, both adults.

2. That among the parcels of real estate so held is the farm in the Third Election District of Queen Anne's County known as "Baynard Farm; Parcel No. 15" in the proceedings for the division of the estate of William McKenney, being Chancery Cause No. 2120 in this Court, containing 302.883 acres, more or less, according

to the survey made in those proceedings on July 1, 1915.

3. That by the Tenth Item of the Will of Nannie McK. Jacobs, deceased, your petitioner, as trustee, has power to sell the real estate so held by him, or any part thereof, under decree of this Court, upon satisfactory proof that it is advantageous and to the best interest of the Cestui Qui Trust and to reinvest the proceeds of sale for the benefit of his Cestui Qui Trust as provided in case it had remained land and subject to the same devolution of title and power of disposition by last Will and testament of the Cestui Qui Trust.

4. That, acting in the exercise of the power of sale conferred upon him as aforesaid believing it advantageous and to the best interest of William McK. Jacobs, your petitioner as vendor entered into a written contract of sale with DeGraaf Woodman as vendee, dated February 25, 1964, of which one of the originals is filed herewith as part hereof marked "Baynard Exhibit A" providing for the sale and purchase, subject to this Court's approval, of the abovementioned "Baynard Farm", for the sum of \$80,000.00, subject to a real estate brokerage commission of \$4,800.00 payable to Eastern Shore Estates Company, if the sale be approved by the Court, for procuring the sale.

5. That, subsequent to entering into the abovementioned contract of sale, your petitioner was advised by Anne J. Phillips and William McK. Jacobs that they disapproved of the sale unless it would yield \$80,000.00 net to the trust estate and unless payment of the deferred portion of the purchase price in the sum of \$56,000.00 be spread equally over at least a five-year period with no prepayment privilege. Thereafter your petitioner succeeded in renegotiating the agreement with the purchaser in accordance with the terms of a written contract of sale dated March 25, 1964, one of the originals of which is filed herewith as part hereof marked "Baynard Exhibit B", the only material changes being in the amounts of the required annual mortgage payments and the clauses respecting prepayment of the mortgage.

6. That, subsequent to renegotiating the contract, your petitioner has been advised by Frances J. Campbell that she is opposed to the sale.

7. That, under all the circumstances, your petitioner believes and avers that the proposed sale is advantageous and to the best interest of William McK. Jacobs, life beneficiary, and also to those persons who will become entitled to the trust corpus.

WHEREFORE, your petitioner prays this Honorable Court to pass a decree, ratifying said contract of sale dated March 25, 1964, authorizing, empowering and directing your trustee, the petitioner, to make settlement thereunder and to make sale of said tract of land or farm known as the "Baynard Farm" unto the said DeGraaf Woodman, at and for the sum of Eighty Thousand Dollars (\$80,000.00) upon the terms set forth in said contract dated March 25, 1964, that your petitioner may be further authorized, directed and empowered, upon the payment of the entire purchase money, including the execution and delivery of the mortgage contemplated by said contract dated March 25, 1964, to grant and convey the said tract of land or farm unto the said vendee by and good and sufficient deed; and that, in order to present proof of advantage of the sale, your petitioner be authorized to give testimony by himself and other witnesses before one of the standing examiners of this Court.

And as in duty bound, etc.,

F. BENNETT CARTER
(F. Bennett Carter)
Substituted Trustee

WOOD AND BRYAN

By HOWARD WOOD
(Howard Wood)
(Attorneys for Trustee)

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

I HEREBY CERTIFY, that on this 13th day of May, 1964, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared F. Bennett Carter, Substituted Trustee in the above captioned cause, and made oath, in due form of law, that the matters and facts stated in the foregoing Petition are true and correct as therein set forth, to the best of his knowledge and belief.

CHARLES W. CECIL
(Charles W. Cecil)
Clerk of the Circuit Court for
Queen Anne's County

Filed May 13, 1964

BAYNARD EXHIBIT A
Filed May 13, 1964

THIS CONTRACT OF SALE, made this 25th day of February, 1964, by and between F. BENNETT CARTER, TRUSTEE FOR WM. McK. JACOBS, herein called "SELLER" and DeGRAAF WOODMAN, herein called "BUYER";

W I T N E S S E T H :

THAT subject to the approval and ratification of the Circuit Court for Queen Anne's County, in Equity, the Seller does hereby agree to sell unto the Buyer and the Buyer does hereby agree to buy of the Seller at and for the sum of Eighty Thousand Dollars (\$80,000.00) upon the terms hereinafter set forth, all of 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, back from the public road leading from Centreville to Hayden via the Brick School House, adjoining lands known or formerly known as the Wright farm, the Lida Carter farm, the Emma Rolph farm and the Duhamel farm and other lands, containing 302.883 acres of land, more or less, according to the surveyor's certificate and plat thereof dated July 1, 1915, and recorded in Liber W.F.W. No. 3 (2nd) folios 162 and 163, a Judgment in Extenso Record Book for Queen's County; being the same farm or tract or land designated as "Parcel No. 15" in the proceedings for the division of the estate of William McKenney, being Chancery Cause No. 2120 in the Circuit Court for Queen Anne's County, and being part of the land allotted under "Division and Allotment No. 2" in said proceedings unto the trust estate for Nannie McK. Jacobs, and being part of the land which was later allotted under the Will of Nannie McK. Jacobs, and codicil thereto, which were admitted to probate on May 5, 1941, and are recorded among the Will Records of Queen Anne's County in Liber N.S.D. No. 1, folio 212, in trust for the benefit of William McK. Jacobs for life, by further proceedings in said Court, being Chancery Cause No. 3349-----F. Bennett Carter qualified as Trustee of the trust estate for William McK. Jacobs, created by the Will of Nannie McK. Jacobs, on June 29, 1953, and as such trustee, has power conferred by the Tenth Item of said Will to sell the above described real estate under decree of said Court. The trust estate is administered in Cause No. 3460 on the Chancery Docket of said Court.

TOGETHER with all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any way appertaining, and the buildings and improvements thereon.

AND that the terms of said sale are as follows, to wit:

1. PAYMENT OF PURCHASE MONEY - The purchase money shall be paid as follows: the sum of Eight Thousand Dollars (\$8,000.00) is to be paid by check upon the execution of this contract of sale; the sum of Sixteen Thousand Dollars (\$16,000.00) shall be paid in cash or by certified check at the time of final settlement and passing of Deed and the balance of Fifty-Six Thousand Dollars (\$56,000.00) shall be secured unto the Seller by the execution and delivery unto him by the Buyer at the time of final settlement aforesaid of a first purchase money mortgage of the above described real estate payable five (5) years after date with interest on said principal sum at the rate of Six per centum (6%) per annum, interest being payable semi-annually provided that at least Four Thousand Dollars (\$4,000.00) shall be paid on account of principal each year accounting from the date of the mortgage and provided further that the Buyer shall have the privilege to pre-pay any additional amounts of principal or the entire principal at any time or times without penalty.

2. POSSESSION AND TENANTS' RIGHTS - It is understood and agreed between the parties hereto that the Seller will make available to the Buyer, 60 acres of land on and after September 1, 1964, and said Buyer shall have the right after said date to enter thereon and prepare said land and plant small grain crops. Full possession of said real estate shall pass to the Buyer at the time of final settlement and passing of deed provided that the Seller reserves the right to store corn in the corn crib and remove the same from said corn crib on or before JUNE 1, 1965, at his risk. Seller will notify tenant in writing by June 30, 1964 that tenant is to vacate by Dec. 31, 1964

3. INSURANCE - The Seller agrees to continue pending final settlement under this Contract of Sale such fire insurance policies covering the buildings on the aforesaid real estate as are now in force thereon and pending said final settlement immediately to cause to be attached to said policies a loss payable clause in favor of the Buyer as his interest may appear.

4. TAXES - The Seller shall pay all State and County real estate taxes for the year 1964.

5. TITLE - The proceedings in Equity to procure the ratification of this sale by the Circuit Court for Queen Anne's County, shall be brought by the Seller and all costs and expenses of said proceedings shall be borne by the Seller. The Seller agrees to present this sale for ratification promptly and diligently to try to obtain its ratification. Upon and subject to obtaining said ratification and approval by the Court and upon full payment of the purchase price in the manner and at the time of final settlement provided by this contract, the Seller covenants to convey a good and merchantable fee simple title to said real estate unto the Buyer and/or to such person, persons or corporation as the Buyer may designate free and clear of all liens and encumbrances by deed containing a covenant of further assurances, the cost of preparation of said deed, recording charges, revenue and recordation tax stamps and notary fees incident to said transfer to be paid by the Buyer. The Buyer shall also pay for such title examination and/or guarantee as he may desire.

In the event that the Court should refuse to approve or ratify this sale within ninety (90) days of the date of this agreement, then upon such refusal all payments made under this Contract of Sale, shall be refunded and this Contract of Sale shall become null and void without further liability upon the Seller or the Buyer.

If for any reason other than failure to obtain Court approval or ratification, 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 the consummation of this Contract of Sale shall be extended thirty (30) days. Should the Seller be unable to remove such title defect or to make conveyance as herein provided within such extended time, then all payments made under this Contract of Sale shall be thereupon refunded and this Contract of Sale shall become null and void without further liability upon the Buyer or the Seller.

In the event that the Seller is ready, willing and able to convey a good and merchantable title to said property as above described, on the date set forth herein for final settlement and in the further event that the Buyer fails to perform any of his agreements herein set forth including without limitation the tender of a deed prepared by him for execution, then the said Eight Thousand Dollar (\$8,000.00) deposit may at the option of the Seller be retained by the Seller as liquidated damages.

The above described mortgage shall be prepared by the Attorney for

the Seller at the expense of the Buyer and the Buyer shall pay the cost of recording the same.

6. FINAL SETTLEMENT - Final settlement under this Contract of Sale shall be made at the office of Wood and Bryan, 119 Lawyers Row, Centreville, Maryland, at 3 o'clock p.m. on the 30th day of December, 1964. Time is not to be deemed of the essence of this Contract of Sale.

7. BROKER'S COMMISSION - Subject to the approval and ratification of this sale by the Court, it is understood and agreed that the Seller will pay to Eastern Shore Estates Company, Centreville, Maryland, real estate brokers, a commission for effecting this sale in the sum of Forty Eight Hundred Dollars (\$4800.00).

THIS CONTRACT OF SALE shall bind and inure to the benefit of the parties hereto their respective successors, personal representatives and assigns and is executed in duplicate originals.

TEST:

CHARLES E. ANTHONY, Jr.

F. BENNETT CARTER (SEAL)
F. Bennett Carter) Trustee

"SELLER"

CHARLES E. ANTHONY, Jr.

DeGRAAF WOODMAN (SEAL)
DeGraaf Woodman)

"BUYER"

Filed May 13, 1964

SHOW CAUSE ORDER
Filed May 13, 1964

IN THE MATTER OF THE TRUST	*	In the Circuit Court for
ESTATE FOR AND IN BEHALF OF	*	Queen Anne's County
WILLIAM McK. JACOBS CREATED	*	In Equity
BY THE WILL OF NANNIE McK.	*	Cause No. 3460
JACOBS, DECEASED	*	

SHOW CAUSE ORDER

The petition filed by F. Bennett Carter, Substituted Trustee in this cause, on the 13th day of May, 1964, seeking a decree for sale of the "Baynard Farm", having been read and considered IT IS ORDERED, this 13th day of May, 1964, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the matters raised by the petition are set down for hearing in open court at 10 o'clock A.M. on the 5th day of June, 1964; and that on or before the 5th day of June, 1964, William McK. Jacobs, Anne J. Phillips and Frances J. Campbell, show cause, if any they have, by personal appearance or otherwise, why the relief sought by the trustee should not be granted; provided, that copies of the abovementioned petition, Exhibit B and of this order be mailed to each of them and to DeGraaf Woodman on or before the 15th day of May, 1964, by registered mail.

THOS. J. KEATING, Jr.
Judge

Filed May 13, 1964

ANSWER TO SHOW CAUSE ORDER
Filed June 2, 1964

IN THE MATTER OF THE TRUST	*	In the Circuit Court for
ESTATE FOR WILLIAM McK. JACOBS	*	Queen Anne's County
CREATED BY THE WILL OF NANNIE	*	In Equity
McK. JACOBS, DECEASED	*	Cause No. 3460

ANSWER TO SHOW CAUSE ORDER

The undersigned, WILLIAM McK. JACOBS, as sole income beneficiary for life under the above trust, and ANNE J. PHILLIPS, and FRANCES J. CAMPBELL, who, together with said WILLIAM McK. JACOBS, are the sole heirs at law of NANNIE McK. JACOBS, deceased, hereby register their opposition to the Petition for Decree for Sale of "Baynard Farm", and state as their reasons therefore the following:

1. The life tenant is satisfied with the present return from the "Baynard Farm" as a trust investment and the remaindermen are satisfied with the farm as a trust investment.
2. No changes have occurred and no emergency has arisen which requires the farm to be sold to provide cash for the trust.
3. The heirs at law see no reason to sell the farm except upon terms which are fully acceptable to all parties. The proposed contract was not submitted for considera-

tion or approval prior to its execution and is not acceptable to the beneficiaries.

- 4. The proposed contract would permit prepayment of the purchase money mortgage, thereby materially increasing taxable gain to the extent that it would be excessive and might, in fact, reduce the net income to the life income beneficiary.
- 5. The undersigned are advised that there is a limitation on the manner in which the proceeds of sale can be invested and that the proceeds are limited to investment in first mortgages in Maryland. All of the heirs at law prefer the existing investment, believing that the value of land will increase and that to retain the farm will increase the benefits to all beneficiaries. There would be no potential appreciation in a mortgage investment.
- 6. All of the heirs at law are satisfied with the present trust investment, do not believe that a sale of the farm is in the best interests of the beneficiaries, and urge that the property be retained by the trust and that the proposed contract be disapproved and that the Petition for Decree of Sale be denied.

WILLIAM McK. JACOBS L.S.
William McK. Jacobs

ANNE J. PHILLIPS L.S.
Anne J. Phillips

FRANCES J. CAMPBELL L.S.
Frances J. Campbell

Service of copy of Answer Admitted June 1, 1964

WOOD AND BRYAN

BY HOWARD WOOD
Attorneys for Trustee, Petitioner

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 26th day of May, 1964, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ANNE J. PHILLIPS and WILLIAM McK. JACOBS, to me well known to be two of the persons who have subscribed the foregoing Answer to Show Cause Order, and made oath, in due form of law, that the matters and facts stated therein are true and correct.

Notary Public Seal.

MARY Z. WALKO
Notary Public

Notary Public, State of Florida
at Large
My Commission Expires May 2, 1965
Bonded By American Fire & Casualty Co.

STATE OF GEORGIA)
)
COUNTY OF COWETA)

I HEREBY CERTIFY that on this 27th day of May, 1964, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANCES J. CAMPBELL, to me well known to be one of the persons who has subscribed the foregoing Answer to Show Cause Order, and made oath, in due form of law, that the matters and facts stated therein are true and correct.

VIRGINIA D. MILLIANS
Notary Public

Filed June 2, 1964

AMENDMENT TO CONTRACT OF SALE DATED February 25, 1964
Filed July 24, 1964

THIS CONTRACT AMENDMENT, made this 17th day of July, 1964, by and between F. BENNETT CARTER, TRUSTEE FOR WM. McK. JACOBS, herein called "SELLER" and De-Graaf WOODMAN, herein called "BUYER";

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into a Contract dated February 25, 1964, for the sale of all that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, back from the public road leading from Centreville to Hayden via the Brick School House, containing 302.883 acres of land, more or less, being part of the land which was later allotted under the Will of Nannie McK. Jacobs and codicil thereto, which were admitted to probate on May 6, 1941, and are recorded among the Will Records of Queen Anne's County in Liber N.S.D. No. 1, folio 212, in trust for the benefit of Wm. McK. Jacobs for life, which trust estate is now administered in Cause No. 3460 on the Chancery docket of the Circuit Court for Queen Anne's County, in Equity; and

WHEREAS, said sale is subject to the ratification of the said Circuit Court for Queen Anne's County in Equity; and

WHEREAS, objections to the ratification of said sale have been filed in said Chancery Cause No. 3460 by the beneficiaries of said trust estate; and

WHEREAS, said beneficiaries have agreed to withdraw their objections provided the terms of sale are amended to delete all prepayment privileges on the part of the Buyer - Mortgagor.

NOW, THEREFORE, the parties hereto mutually agree that the said Contract of Sale shall be and it hereby is amended as follows:

1. Paragraph 1., PAYMENT OF PURCHASE MONEY, on Page 2. of the said Contract of Sale, is hereby deleted in its entirety and the following substituted in lieu thereof:

"1. PAYMENT OF PURCHASE MONEY - The purchase money shall be paid as follows: the sum of Eight Thousand Dollars (\$8,000.00) is to be paid by check upon the execution of this contract of sale; the sum of Sixteen Thousand Dollars (\$16,000.00) shall be paid in case or by certified check at the time of final settlement and passing of Deed and the balance of Fifty-Six Thousand Dollars (\$56,000.00) shall be secured unto the Seller by the execution and delivery unto him by the Buyer at the time of final settlement aforesaid of a first purchase money mortgage of the above described real estate payable in five (5) equal, consecutive annual installments of Eleven Thousand Two Hundred Dollars (\$11,200.00) each due on December 30, 1965, and annually thereafter with no prepayment privilege and with interest on said principal sum at the rate of six per centum (6%) per annum payable semi-annually from the date of the mortgage, and upon full payment of said principal, interest to abate upon each principal payment from the date of payment thereof. It is expressly understood and agreed that the Buyer may sell said real estate, before maturity of the said mortgage indebtedness, subject to the lien, legal operation and effect of said mortgage."

2. The first full paragraph on Page 3. of the said Contract of Sale is hereby deleted in its entirety and the following substituted in lieu thereof:

"In the event that the Court should refuse to approve or ratify this sale, then upon such refusal all payments made under this Contract of Sale, shall be refunded and this Contract of Sale shall become null and void without further liability upon the Seller or the Buyer."

EXCEPT AS HEREBY AMENDED, said Contract of Sale is in all respects ratified, confirmed and continued in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, effective as of the day and year first specified above.

TEST: CHARLES E. ANTHONY, Jr.

F. BENNETT CARTER (SEAL)
(F. Bennett Carter) Trustee

FRANCES JACOBS CAMPBELL Wm. McK. JACOBS

"SELLER"

ANNE JACOBS PHILLIPS

DeGRAAF WOODMAN (SEAL)
(DeGraaf Woodman)

CHARLES E. ANTHONY, Jr.

"BUYER"

CONSENT

I, Frances J. Campbell, having read the above Contract Amendment dated July 17, 1964, hereby approve the terms of sale as amended therein and do now withdraw any objection to the Court's approval of the sale of the "Baynard Farm" on such amended terms.

Dated July 20, 1964

FRANCES J. CAMPBELL
Frances J. Campbell

Filed July 24, 1964

OPINION

Filed July 24, 1964

IN THE MATTER OF THE
TRUST ESTATE FOR AND
IN BEHALF OF
WILLIAM MCK. JACOBS

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 3460.

OPINION

THE Petition of F. Bennett Carter, Trustee, for the sale of the farm known as "The Baynard Farm" having been set down for hearing in open Court on June 5, 1964, because certain objections to the proposed sale were communicated to the Court in letters from the Life Tenant and Remaindermen, witnesses for the Petitioner were heard, and the following facts were proved by a preponderance of the testimony:

THAT said "Baynard Farm" had, for a number of years, been intensively tilled by crops and no livestock had been kept on the farm, and because of this method of farming, the fertility of the soil had gradually decreased and might further decrease. That there were no buildings on the farm except a corn crib and small shed. That the farm was almost "landlocked" in that its only legal access to a public road was by means of a small lane leading from the Shallcross Branch public road over a stream formerly spanned by a substantial bridge which was washed out a number of years ago; and said access lane had fallen into disuse, a temporary access having been acquired by

arrangement with a neighbor. That the cost of re-building an adequate bridge on the legal access lane would be considerable, perhaps amounting to several thousand dollars.

IT further appeared that the net income which might be expected, on the average, from the crop rentals from the farm would probably not equal or exceed that to be expected from a re-investment of the net proceeds of the proposed sale, taking into account probable capital gains tax liability.

IT further appeared by the testimony of two (2) expert witnesses, namely Oliver C. Jones, who, as a real estate broker and farmer, has had many years experience in appraising farm land, and James O. Pippin, Jr., a farm owner, bank director and appraiser, that the proposed purchase price of Eighty Thousand Dollars (\$80,000.00) was much higher than the fair market value of said farm, which the former fixed at Fifty Thousand Dollars (\$50,000.00) and the latter at Forty-five Thousand Dollars (\$45,000.00), based upon a comparison of the proposed sale with other recent sales of farms in the locality and taking into consideration the situation, location, improvements upon, and general fertility and usefulness of the respective properties, and was beneficial to the Trust.

THE Beneficiary's and Remaindermen's objections to the sale, it appeared from their letters, filed in the proceedings, went to the method of payment of the purchase money, or rather to the privilege which the proposed Purchaser had of selecting alternative methods of paying the portion of the purchase money to be represented by the Purchase Money Mortgage. They feared one such method would entail liability for a larger payment, by the Trust Estate, of capital gains tax than it might be by another method of payment.

FROM all of the testimony and giving due consideration to the objections of the Beneficiaries (which they later withdrew when the proposed Contract was reformed and amended), it was the opinion of this Court that the sale of said "Baynard Farm" in accordance with the Amended Contract of Sale to DeGraff Woodman was for the benefit of the Trust Estate and to the interest and advantage of the Life Beneficiary and the Remaindermen under the Will of Annie McK. Jacobs, deceased, and of those claiming by or under them. A Decree has already been filed in accordance with this Opinion and the Clerk is directed to file this Opinion nunc pro tunc as of July 24, 1964.

THOS. J. KEATING, Jr.
JUDGE

Filed Dec. 15, 1964
Nunc pro tunc as of July 24, 1964

DECREE FOR SALE OF "BAYNARD FARM"
Filed July 24, 1964

IN THE MATTER OF THE
TRUST ESTATE FOR AND
IN BEHALF OF WILLIAM
McK. JACOBS

* In the Circuit Court for
* Queen Anne's County
* In Equity
Cause No. 3460

DE C R E E

The Petition filed in this Cause by F. Bennett Carter, Substituted Trustee, on May 13, 1964, requesting a Decree for Sale of the Baynard Farm of this trust estate, having been read and considered, together with the Answers of the interested beneficiaries and the issues thereby raised having been heard in Court on June 5, 1964, and the proposed contract having been amended by Contract Amendment dated July 17, 1964, and filed herein, the beneficiaries of the trust having filed evidence of their approval of such contract amendment and having withdrawn their objections to this court's approval of the sale on such amended terms and all parties having stipulated that the matter be considered by the undersigned and it appearing that said sale will be advantageous and to the best interest of the said trust, it is thereupon this 24th day of July, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

1. That F. Bennett Carter, substituted trustee, is hereby authorized, directed and empowered to sell the farm known as the "Baynard Farm" of this trust estate to DeGraaf Woodman for the sum of Eighty Thousand Dollars (\$80,000.00) in accordance with the terms and conditions of the Contract of Sale dated March 25, 1964, filed with said Petition as "Baynard Exhibit B" as amended by the contract amendment dated July 17, 1964, and filed herein.
2. That said trustee shall file with the Clerk of this Court a bond to the State of Maryland in the amount of \$80,000.00 in addition to the present trustee's bonds.
3. That the testimony of Oliver C. Jones is hereby declared to be a sufficient appraisal by a competent appraiser within the meaning of Maryland Rule BR 3c.
4. That as soon as practicable, after such sale and in no event more than thirty (30) days after the date thereof, said trustee shall render to the Court a full and particular report of the proceedings relative to such sale.
5. That upon the final ratification of said sale by this Court after the passage of the usual Order Nisi and upon the payment of the whole purchase price by cash and mortgage and not before said trustee shall by a good and sufficient deed to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to him, 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.
6. And that said trustee shall bring into this Court all of the

monies arising from said sale to be disposed of under the direction of this Court after deducting therefrom the costs of this proceeding and the real estate brokerage commissions specified in said contract, provided that the trustee is allowed no commissions having waived the same, in order that the net proceeds of sale may be invested under the direction of this Court.

THOS. J. KEATING, Jr.
Judge

Filed July 24, 1964

COPY OF BOND
Filed Sept. 24, 1964

RECEIVED FOR RECORD Sept. 24, 1964.

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

IN THE MATTER OF THE)	
TRUST ESTATE FOR AND IN BEHALF OF	)	ADDITIONAL
WILLIAM McK. JACOBS.	)	BOND OF
	)	{ TRUSTEE
	)	{ Cause No. 3460
	)	This bond is in addition to bond
	)	of \$30,000.00 filed as of June 23, 1953
)	

KNOW ALL MEN BY THESE PRESENTS: That we,
F. Bennett Carter, Centreville, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, and 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 Eighty Thousand and 00/100 Dollars (\$80,000.00), current money, to be paid to the said State or its certain attorneys, for 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 twenty-eighth day of August in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, THE ABOVE BOUNDEN F. Bennett Carter by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County dated the twenty-fourth day of July nineteen hundred and sixty-four has been required to file this additional bond mentioned in the proceedings in the matter of the trust estate for and in behalf of William McK. Jacobs as provided for in the will of Annie McK. Jacobs now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden F. Bennett 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 August 28, 1964,
in the presents of

CHARLES W. CECIL

F. BENNETT CARTER (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

BY C. H. CHILCOTE
C. H. Chilcote, Attorney-in-Fact

Security approved & Bond filed
Sept. 24, 1964

Seal's
Place

CHARLES W. CECIL, Clerk

Certified copy of power of attorney attached

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 73, a Bond Record Book 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 27th day of October in the year nineteen hundred and sixty-four.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Sept. 24, 1964

IN THE MATTER OF THE TRUST
ESTATE FOR WM. McK. JACOBS
CREATED BY THE WILL OF
NANNIE McK. JACOBS, DECEASED

* In The Circuit Court for
* Queen Anne's County
* In Equity
*
* Cause No. 3460

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of real estate made in this Cause by F. Bennett Carter, Trustee unto your honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court, passed on the 24th day of July, 1964, your Trustee filed in this Cause his additional bond on the penalty of \$80,000.00 with corporate surety thereof which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee on the 24th day of September, 1964, proceeded in accordance with the terms of the written contract of sale filed in this cause as "Baynard Exhibit B" as amended by the Contract Amendment dated July 17, 1964, and filed herein, to sell unto DeGraaf Woodman of Talbot County, Maryland, at and for the sum of \$80,000.00, the farm known as the "Baynard Farm" of this trust estate being the land and premises described in said Contract of Sale.

3. That DeGraaf Woodman has in accordance with the terms of said Contract of Sale paid unto your Trustee the sum of \$8,000.00 on account of the purchase price.

Respectfully submitted,

F. BENNETT CARTER
F. Bennett Carter, Trustee

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY, that on this 24th day of September, 1964, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared F. Bennett 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 bona fide as therein stated and that the sale was fairly made.

CHARLES W. CECIL
CLERK

FILED Sept. 24, 1964

ORDER NISI
Filed Sept. 24, 1964

ORDER NISI ON SALE

In the Matter of the Trust
Estate for William McK.
Jacobs created by Will of
Nannie McK. Jacobs

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 3460

ORDERED, this 24th. day of September, 1964, that the sale of the real property, made and reported in this cause by F. Bennett Carter, Trustee, be ratified and confirmed, on or after the 26th. day of October, 1964, 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 19th. day of October, 1964.

The report states the amount of sales to be \$80,000.00.

CHARLES W. CECIL Clerk

Filed Sept. 24, 1964

CONSENT
Filed Dec. 11, 1964

HOWARD WOOD
DAVID C. BRYAN

LAW OFFICES
WOOD AND BRYAN
119 LAWYERS ROW
CENTREVILLE, MARYLAND

Telephone:
CENTREVILLE 343

July 18, 1964

Mrs. Charles T. Phillips, Jr.

1835 Santa Barbara Drive
Dunedin, Florida

Dear Anne:

On returning from my vacation this week I learned of the new amendment of the Baynard Farm sale contract, eliminating any prepayment privilege under the \$56,000 five-year installment mortgage and the requirement that the sale be ratified within ninety days of the first amended contract. Charles Anthony showed me a copy of his July 10th letter forwarding the contract amendment to you, to be initialed by you and Bill. He also asked you to write me that you both approve the terms amended as above, and now withdraw any objection the Court's approval of the sale, or words to that effect.

You and Bill have signed, rather than initialed, the contract amendment, on the left side of the second page. I am today sending it down to Frances for her signature. In order to make sure that you and Bill do approve the terms amended as above, and do now withdraw any objection to the Court's approval of the sale on such amended terms, I ask that you and Bill both sign the enclosed copy of this letter and return it promptly to me.

Very sincerely yours,

HOWARD WOOD
Howard Wood

HW/s
Enc. 1 copy

We do approve the terms amended as above stated and do now withdraw any objection to the Court's approval of the sale on such amended terms.

WILLIAM McK. JACOBS.
William McK. Jacobs

ANNE J. PHILLIPS
Anne J. Phillips

Filed Dec. 11, 1964

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Dec. 31, 1964

LEGAL NOTICES
ORDER NISI ON SALE

In the Matter of the Trust Estate
for William McK. Jacobs
Created by Will of
Nannie McK. Jacobs

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

Cause No. 3460

ORDERED, this 24th day of September, 1964, that the sale of the real property, made and reported in this cause by F. Bennett Carter, Trustee, be ratified and confirmed, on or after the 26th day of October, 1964, 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 19th day of October, 1964.

The report states the amount of sales to be \$80,000.00.

CHARLES W. CECIL, Clerk

Filed Sept. 24, 1964

True Copy

Test: CHARLES W. CECIL, Clerk

3t10-15

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., DECEMBER 31, 1964.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the ORDER NISI SALE NO. 3460 in the estate of WILLIAM MCK. JACOBS 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 19TH of OCTOBER, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on

the 1ST day of OCT 1964, and the last insertion on the 15TH day of OCT, 1964

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By DOROTHY MONROE

Filed Dec. 31, 1964

AFFIDAVIT

Filed Dec. 31, 1964

IN THE MATTER OF THE TRUST
ESTATE FOR WM. McK. JACOBS
CREATED BY THE WILL OF
NANNIE McK. JACOBS, DECEASED

:

:

:

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE NO. 3460

AFFIDAVIT

STATE OF MARYLAND TALBOT COUNTY TO WIT:

I hereby certify that on this day of December 9, 1964, before me a Notary Public in and for the State and County aforesaid personally appeared DeGraaf Woodman and made oath in due form of law that;

1. That he purchased the "Baynard Farm" from F. Bennett Carter, Trustee for himself alone, that he is not a agent for anyone, and that there are no other principals.

2. That he has not directly or indirectly discouraged anyone from bidding from the said property.

DeGRAAF WOODMAN
DeGraaf Woodman

Subscribed and sworn to before me on the year first above written.

DORIS M. THOMPSON
DORIS M. THOMPSON
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 3, 1965

Notary
Public
Seal.

Filed Dec. 31, 1964

FINAL ORDER OF RATIFICATION
Filed Dec. 31, 1964

IN THE MATTER OF THE TRUST
ESTATE FOR WM. McK. JACOBS
CREATED BY THE WILL OF
NANNIE McK. JACOBS, DECEASED

*

*

*

*

In The Circuit Court for
Queen Anne's County
In Equity
Cause No. 3460

FINAL RATIFICATION OF SALE OF "BAYNARD FARM"

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 F. Bennett Carter, Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 31st day of December, 1964, that the sale of the real estate made and reported in this cause by F. Bennett 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 such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor, including, but not limited to the real estate broker's commission payable to Eastern Shore Estates Company in the sum of \$4,800.00, but no other commissions are allowed to the trustee, he having waived them.

THOS. J. KEATING, Jr.
Judge

Filed Dec. 31, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifteenth day of March, in the year nineteen hundred and sixty six, the following Bill of Complaint was brought to be recorded, to wit:-

QUEEN ANNES ON THE WYE :
IMPROVEMENT ASSOCIATION, INC., :
a Maryland corporation, :
Route No. 1 :
Queenstown, Maryland : IN THE

and :
NORMAN L. JUBB and :
EDITH B. JUBB, his wife, :
Route No. 1 :
Queenstown, Maryland : CIRCUIT COURT

and :
JOHN S. HAWKINS and :
ROBERT H. HAWKINS :
Route No. 1 :
Queenstown, Maryland : FOR

and :
FREDERICK V. ETTINGER and :
RUTH W. ETTINGER, his wife, :
Norwood Avenue :
Mont Clare, Pennsylvania : QUEEN ANNE'S COUNTY

and :
JAMES EDWARD HANE, JR. and :
AUDREY BERTHA HANE, his wife, :
Route No. 1 :
Queenstown, Maryland : IN EQUITY

and :
FREDERICK ALBERT ARNOLD and :
ESTHER VIOLA ARNOLD, his wife, :
Route No. 1 :
Queenstown, Maryland : CHY. NO. 4758

and :
GEORGE C. LEMAY and :
MARGARET J. LEMAY, his wife, :
Route No. 1 :
Queenstown, Maryland :

Plaintiffs :

vs. :

ANNE M. KUNKEL :
2200 Pinewood Avenue :
Baltimore, Maryland 21214 :
Defendant :

B I L L O F C O M P L A I N T

The Plaintiffs above-named, by their attorney, Clayton C. Carter, allege:

1. That on the 8th day of February, 1955, Monumental Corporation, a body corporate, being the owner of a certain tract of land in the Fifth Election District of Queen Anne's County, Maryland, caused a part of the same to be platted and subdivided by Shew and Bartlett, Engineers, a Map of which was filed in the office of the Clerk of the Circuit Court for Queen Anne's County and recorded among the Land Records therein in Liber T.S.P. No. 21 Folio No. 95.
2. That by the said Map so recorded, said parcel of land was and is divided into numerous lots and streets, designated as "Queen Anne's on Wye".
3. That, thereafter, said Monumental Corporation sold and conveyed Lot No. 35 shown on said Map unto Joseph A. Walker by deed dated July 2, 1955, and recorded among said Land Records in Liber T.S.P. No. 22 Folio 575 subject to certain restrictions, covenants and conditions, which were made applicable to Lots Nos. 1 through 76 shown on said Map, all of which are set out in haec verba in the paper entitled "Restrictions, Queen Anne's-on-Wye" filed herewith as a part hereof and marked "Plaintiffs" Exhibit No. 1".
4. That by deed dated August 19, 1955, and recorded among said Land Records in Liber T.S.P. No. 24 Folio 22 Monumental Corporation conveyed unto North American Enterprises, Inc. Lots Nos. 1 through 23, 26 through 34, 36 through 76 Reserved Sections lettered A, B, C, D and E, together with the Roads and Road Beds, as they appear on said Map, subject to the covenants, terms and conditions of the restrictions applicable to Lots Nos. 1 through 76, more specifically set forth in the deed dated July 2, 1955, from Monumental Corporation to Joseph A. Walker, hereinbefore mentioned.
5. That Monumental Corporation and North American Enterprises, Inc. sold and conveyed many of said lots to many different grantees and inserted in each

and all of said conveyances and contracts of sale of said lots by them executed a proviso that said lots were subject to the covenants, terms and conditions of the restrictions set forth in the deed dated July 2, 1955 from Monumental Corporation to Joseph A. Walker hereinbefore mentioned.

6. That by deed of assignment dated August 22, 1955, and recorded among said Land Records in Liber T.S.P. No. 64 Folio 459 Monumental Corporation assigned, granted, sold, transferred and set over unto North American Enterprises, Inc., its successors and assigns, any and all of the powers and duties, (including discretionary powers and duties), obligations, rights, titles, easements and estates reserved or given to the Monumental Corporation by the deed dated July 2, 1955 from the Monumental Corporation to Joseph A. Walker hereinbefore mentioned, and North American Enterprises, Inc. for itself, its successors and assigns, did covenant, consent and agree to assume the rights, powers, duties and obligations therein conveyed to it by said assignment and did therein assume and accept the same and to carry out and perform the same fully and in the place and stead of Monumental Corporation.

7. That by deed of assignment dated July 23, 1962 and recorded among said Land Records on September 17, 1962, North American Enterprises, Inc. assigned, granted, sold, transferred and set over unto Queen Anne's on the Wye Improvement Association, Inc., its successors and assigns, any and all of the powers and duties (including discretionary powers and duties), obligations, rights, titles, easements and estates reserved or given to the Monumental Corporation by that certain deed dated July 2, 1955, from Monumental Corporation to Joseph A. Walker hereinbefore mentioned, and assigns by Monumental Corporation to North American Enterprises, Inc. by assignment dated August 22, 1955, and recorded among said Land Records in Liber T.S.P. No. 64 Folio 459, and Queen Anne's on the Wye Improvement Association, Inc. for itself, its successors and assigns, did covenant, consent and agree to assume the rights, powers, duties and obligations therein conveyed to it by said assignment and did therein assume and accept the same and agree to carry out and perform the same fully and in the place of North American Enterprises, Inc.

8. That by mesne conveyances from Monumental Corporation, Norman L. Jubb and Edith B. Jubb, his wife, became and are now the owners of Lot Nos. 36 and 37; John S. Hawkins and Egbert H. Hawkins became and are now the owners of Lot No. 28; Frederick V. Ettinger and Ruth W. Ettinger, his wife, became and are now the owners of Lot No. 29; James Edward Hane, Jr. and Audrey Bertha Hane, his wife, became and are now the owners of Lot No. 45; Frederick Albert Arnold and Esther Viola Arnold, his wife, became and are now the owners of Lot No. 53; and George C. Lemay and Margaret J. Lemay, his wife, became and are now the owners of Lot Nos. 65 and 66, all of which lots are designated on said Map as a part of "Queen Anne's on Wye".

9. That the Defendant by deed dated March 27, 1961, and recorded among said Land Records in Liber T.S.P. No. 59 Folio 527 from North American Enterprises, Inc., became and is now the owner of Lot No. 64 designated on said Map as a part of "Queen Anne's on Wye", subject to the same restrictions set forth in deed from Monumental Corporation to Joseph A. Walker dated July 11, 1955, hereinbefore mentioned.

10. That each and all of the said conveyances whereby said individual Plaintiffs and Defendant respectively acquired their said interests in said lots are subject to the same covenants, conditions and restrictions hereinabove mentioned and set forth.

11. That both the individual Plaintiffs and the Defendant acquired their said interests in said lots with notice and knowledge of the existence of said covenants, conditions and restrictions in said conveyances and contracts, and Plaintiffs relied upon the same.

12. That the Defendant has recently constructed on said Lot No. 64 a frame ranch type house.

13. That said structure is in violation of Paragraph III of the aforementioned covenants, conditions and restrictions, to wit:

"Plans and specifications showing the nature, kind, shape, materials to be used, height and location on the plat of private dwellings, and roadways on the plot leading to said dwelling to be built, shall be submitted to and approved in writing by Monumental Corporation, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with Monumental Corporation."

in that the Defendant did not construct said house in accordance with "Plans and Specifications ... submitted to and approved in writing by" the Plaintiff, Queen Anne's on Wye Improvement Association, Inc., assignee of Monumental Corporation as aforesaid.

14. Said house was constructed with an unapproved door and landing (or balcony) in the right side over the proposed screen porch.

15. That such door and landing, if permitted to remain, will destroy the scheme or plan of improvements for the development of "Queen Anne's on Wye", and will make unattractive the said subdivision for residential purposes and make the property of the individual Plaintiffs and the owners of the other lots in said subdivision less valuable and less attractive.

16. That Plaintiffs have no adequate remedy at law to prevent the foregoing injury and will suffer irreparable damage and loss if Defendant is permitted to maintain said door and landing as constructed.

WHEREFORE Plaintiffs pray:

(1) That a mandatory injunction be granted requiring Defen-

dant to remove said door and landing from her house on Lot No. 64.

(2) That they have such other and further relief as the case may require.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiffs
111 Lawyers Row
Centreville, Maryland
Telephone: 758-1680

Filed Mar. 15, 1966

RESTRICTIONS
Filed Mar. 15, 1966

RESTRICTIONS
QUEEN ANNE'S-ON-WYE
BENNETT POINT ROAD, QUEENSTOWN, MARYLAND

The Restrictions set forth herein are applicable only to Lots Nos. 1 through 76, as appears on Monumental Corporation Sub-Division Plat, "Tract", dated February 8, 1955, by Shew & Bartlett, Surveyors, and recorded among the land records of Queen Anne's County, Maryland, on April 5, 1955, in T. S. P. No. 21, folio No. 95.

PARAGRAPH I

There shall not be erected, permitted, maintained or operated upon any of the land included in the tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital, asylum, sanitorium or institution of like or kindred nature, stable of any kind, cattle yard, hogpen, fowl yard or fowl house, cesspool, privy vault or any form of privy (not including, however, septic tanks with _____ ching pits or dry wells); nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosive, baking powder, cream of tartar, gas asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on the tract; nor shall any live poultry, hogs, cattle or other livestock be kept thereon; nor shall any commercial enterprise or activity be undertaken on the water front contiguous to any lot contained in this Sub-Division; nor shall any dock, pier, wharf, or other facility be constructed on any lot, or water front, for commercial use or purposes.

PARAGRAPH II

The land included in this Sub-Division, except as hereinbefore or hereinafter provided, shall be used for private residence purposes only; and with such exceptions, no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, one (1) to each lot, each dwelling being designed for occupancy by a single family, and private garages for the sole use of the occupants of the lots upon which such garages are erected. There shall not be erected or maintained on said tract of land an apartment house, or any house designed or altered, for occupation by more than one family, this prohibition to include renting of rooms for any purpose to other than members of the family of the occupants.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently; nor shall any residence of a temporary character be permitted.

Every dwelling erected upon the tract shall be provided with inside toilets with adequate water supply and septic tank installation for disposal of sewage, approved by the Health Department.

PARAGRAPH III

Plans and specifications showing the nature, kind, shape, materials to be used, height and location on the plot of private dwellings, and roadways on the plot leading to said dwelling to be built, shall be submitted to and approved in writing by Monumental Corporation, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with Monumental Corporation.

Free, or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free spaces shall extend the full depth of the plot. The width of such free space to be left on either side of any building shall be not less than twenty per cent (20%) of the front footage on each side of the lot upon which such building is to be erected.

Any structures erected on a lot of this Sub-Division must be built at least twenty-five feet back from the top or edge of the embankment along the water front and likewise any such structure must not be erected less than twenty-five feet in from the rear boundary of any of said plots.

PARAGRAPH IV

Monumental Corporation hereby expressly reserves the right in its absolute discretion at any time to change or modify any of the restrictions, conditions, covenants, agreements, or provisions contained in Paragraphs I, II and III hereof, as to any part of said tract then owned by said Corporation, and with the consent of the then owner, as to any other land included in said tract.

PARAGRAPH V

The right and easements are reserved to construct and maintain on the rear and/or side portion of any lot shown on said plat the anchors and guys, with their attachments, that may be reasonable necessary in the construction and maintenance of the pole lines erected in furnishing electric current, telephone and other public utility services to the occupants of said tract, provided that, if any anchor, guy or attachment shall interfere with any building that may hereafter be erected on said tract, the anchor, guy or attachment shall be relocated, without expense to the owner of the lot on which it is located. The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric current, telephone or other public utility service. Said easements and rights of way in and over said strips of land extending five feet, unless otherwise specified on said plat, on either or both sides of back and/or side lines of any lot, shall be for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and the telephone and other public utility services.

For the construction and maintenance of stormwater drains, land drains and for any other public or quasi-public utility or function conducted, maintained, furnished, or performed by or in any method beneath the surface of the ground.

Monumental Corporation or its representatives shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

PARAGRAPH VI

It is hereby expressly stated and provided that the Monumental Corporation desires to maintain this development on the highest possible plane as a residential neighborhood, thus necessitating the advisability of this following covenant:

It is covenanted and agreed that in the event there shall be a building commenced on any plot in said Sub-Division then the construction later discontinued and abandoned for a period of six months. Monumental Corporation has the right and power to give notice, in writing, to the owner thereof, to complete said building within 90 days from the date of such notice, and if the same is not completed, then Monumental Corporation shall have the right to remove said building, if it so desires, and to charge the expense of such removal to the said property owner; and that in the event it becomes necessary for Monumental Corporation to remove said partially constructed building, as aforesaid, the owner covenants for himself, his heirs, personal representatives and assigns, that Monumental Corporation, or its agent, shall have the right of ingress and egress on said land for the purpose of removing said building or buildings.

PARAGRAPH VII

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on said plat, or hereafter laid out in said tract, the title to all of such streets or roads being hereby expressly reserved to the Monumental Corporation, nor shall any deed from said Corporation hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

Monumental Corporation hereby gives and grants to each owner, hereafter acquiring title to any of the land included in said tract, the right to such use of the streets or roads shown on said plat as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject to such use by said Owners, the Corporation expressly reserves to itself the title to both the surface and beds of all said streets and roads and the right to use and occupy the same or to allow others to do so in any manner that does not materially interfere with said users, of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partially close any street shown on said plat or plats, but no change of location or closing shall be made that will prevent reasonable convenient ingress and egress to and from or take any portion of, any lot sold or conveyed by the Corporation prior to such change of location or closing.

Monumental Corporation reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, all its right, title, and interest in and to any street shown in said plat or hereafter laid out in said tract, subject to the rights of property owners as hereinbefore granted.

PARAGRAPH VIII

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by Monumental Corporation, or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by Monumental Corporation or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

PARAGRAPH IX

All of the restrictions, conditions, covenants, charges, easements, and agreements contained herein shall be in perpetuity, provided, however that in the year 1980 and in each twenty-fifth year thereafter (that is, in the year 2005, in the year 2030, etc.), any or all of the provisions contained herein may be cancelled, annulled or abrogated, in whole or in part, by the recording in the proper public land records of appropriate instruments, in writing, executed by the then owner (not including mortgagees) of a majority in area of the land included in said tract, exclusive of streets, parks, playgrounds and other land then devoted to public use or the general use of the occupants of said tract, which instruments shall specifically set out the

provisions of the deed and agreement that are thereby cancelled annulled or abrogated.

Any or all of the powers and duties (including discretionary powers and duties), obligations, rights, titles, easements and estates reserved or given to the Monumental Corporation in these restrictions may be assigned to any one or more corporations or associations that will agree to assume the assigned rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Monumental Corporation, said Corporation thereupon being released therefrom.

MONUMENTAL CORPORATION
809 Cathedral Street
Baltimore 1, Maryland

Dated: April 8, 1955

SUMMONS AND RETURN
Filed March 23, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day
File No. 4758
Docket #1 C.W.C., fol. 147

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

TO: Anne M. Kunkel
2200 Pinewood Avenue
Baltimore, Maryland 21214

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of Queen Annes on the Wye Improvement Assn, Inc. a Md. corp., Rt. 1, Queenstown, Md., Norman L. Jubb and Edith B. Jubb, his wife, Rt. 1, Queenstown, Md., John S. Hawkins and Egbert H. Hawkins, Rt. 1, Queenstown, Md., Frederick V. Ettinger and Ruth W. Ettinger, his wife, Norwood Ave., Mont Clare, Penna., James Edward Hane, Jr. and Audrey Bertha Hane, his wife, Rt. 1, Queenstown, Md., Frederick Albert Arnold and Esther Viola Arnold, his wife, Rt. 1, Queenstown, Md. and George C. Lemay and Margaret J. Lemay, his wife, Rt. 1, Queenstown, Md.

Issued the 15th day of March, 1966.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter
111 Lawyers Row
ADDRESS: Centreville, Maryland
Phone: 758-1680

CHARLES W. CECIL
Clerk

(Seal of Court)

Seal's Place

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 19, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 23, 1966

And on the Back of the foregoing is the following endorsement, to wit:-

Summoned Anne M. Kunkel and a copy of the process with a copy of the Bill of Complaint left with the defendant on the 17th day of March 1966 in the Presence of Henry Starkey

Fees \$4.00

FRANK J. PELZ
Sheriff

STIPULATION AND AGREEMENT
Filed June 23, 1966

QUEEN ANNES ON WYE IMPROVEMENT
ASSOCIATION, INC. et al.

vs.

ANNE M. KUNKEL

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4758

STIPULATION AND AGREEMENT

It is stipulated and agreed by and between the parties hereto that this Honorable Court may enter a Consent Decree as follows:

That an injunction shall issue against the Defendant enjoining her from ever constructing a stair-way or any other permanent access to the landing and/or door on the right side of her house over the screen porch located on Lot No. 64 designated on a Map filed in the Office of the Clerk of the Circuit Court for Queen Anne's County and recorded among the Land Records therein in Liber T.S.P. No. 21 folio 95, by Shew and Bartlett, Engineers.

That the Defendant shall pay the costs of this proceeding.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiffs

WILLIAM H. ADKINS, II
William H. Adkins, II
Attorney for Defendant
National Bank Building
Easton, Maryland 21601
Telephone: 822-2600

Filed June 23, 1966

DECREE
Filed June 24, 1966

QUEEN ANNES ON WYE IMPROVEMENT ASSOCIATION, INC., et al. : IN THE CIRCUIT COURT
: FOR
: QUEEN ANNE'S COUNTY
: IN EQUITY
: No. 4758
:

DECREE

By consent of all parties to this Cause, it is ADJUDGED, ORDERED and DECREED, this 24th day of June, 1966 by the Circuit Court for Queen Anne's County, in Equity, as follows:

That an injunction shall issue against the Defendant enjoining her from ever constructing a stairway or any other permanent access to the landing and/or door on the right side of her house over the screen porch located on Lot No. 64 designated on a Map filed in the Office of the Clerk of the Circuit Court for Queen Anne's County and recorded among the Land Records therein in Liber T.S.P. No. 21 folio 95, by Shew and Bartlett, Engineers.

That the Defendant shall pay the costs of this proceeding.

THOS. J. KEATING, Jr.
Judge

Filed June 24, 1966

INJUNCTION AND RETURN
Filed July 6, 1966

QUEEN ANNE'S COUNTY, SCT:

Seal's Place

THE STATE OF MARYLAND,
To Anne M. Kunkel
2200 Pinewood Avenue
Baltimore, Maryland 21214

Greeting:

WHEREAS, Queen Anes on the Wye Improvement Asssciation, Inc., a Maryland corporation, Route No. 1, Queenstown, Maryland, Norman L. Jubb and Edith B. Jubb, his wife, Route No. 1, Queenstown, Maryland, John S. Hawkins and Egbert H. Hawkins, Route No. 1, Queenstown, Maryland, Frederick V. Ettinger and Ruth W. Ettinger, his wife, Norwood Avenue, Mont Clare, Pennsylvania, James Edward Hane, Jr., and Audrey Bertha Hane, his wife, Route No. 1, Queenstown, Maryland, Frederick Albert Arnold and Esther Viola Arnold, his wife, Route No. 1, Queenstown, Maryland, George C. Lemay and Margaret J. Lemay, his wife, Route No. 1 Queenstown, Maryland, have exhibited to the Circuit Court for Queen Anne s County, in Equity, their bill of complaint for an injunction requiring you, Anne M. Kunkel, 2200 Pinewood Avenue, Baltimore, Maryland 21214, to enjoin from ever constructing a stairway or any other permanent access to the landing and/or door on the right side of your house over the screen porch located on Lot No. 64 designated on a Map filed in the Office of the Clerk of the Circuit Court for Queen Anne s County and recorded among the Land Records therein in Liber T. S. P. No. 21 folio 95, by Shew and Bartlett, Engineers.

AND WHEREAS, the Circuit Court for Queen Anne's County, in Equity, by its decree dated June 24, 1966, has directed the Clerk of this Court to issue an injunction in accordance with its order.

NOW, THEREFORE, these presents are to perpetually command you, the said Anne M. Kunkel, to enjoin from ever constructing a stairway or any other permanent access to the landing and/or door on the right side of your house over the screen porch located on Lot No. 64 designated on a Map filed in the Office of the Clerk of the Circuit Court for Queen Anne's County and recorded among the Land Records therein in Liber T. S. P. No. 21, folio 95, by Shew and Bartlett, Engineers.

Witness the Hon. J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland the 1st. day of March, 1966.

Issued the 24th. day of June, 1966.

CHARLES W. CECIL

Clerk

Filed July 6, 1966

And on the back of the foregoing is the following return, to wit:-

Injunction and copy served on Anne M. Kunkel at 6:00 PM on the 30th day of June 1966 in the presence of Harry Starkey

FRANK J. PELZ
Sheriff

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourteenth day of March, in the year nineteen hundred and sixty seven, the following Petition was brought to be recorded, to wit:-

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON,
non compos mentis,
c/o Superintendent,
Eastern Shore State Hospital
Cambridge, Maryland

WILLIAM F. GEORGE and
LOUISE M. GEORGE, his wife
Chestertown, Maryland

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY,
MARYLAND
IN EQUITY NO. 4757

PETITION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Preston P. Heck, Successor Trustee for James G. Dillon, non compos mentis, respectfully represents:

(1) That by Order of this Honorable Court dated the 19th day of September, 1963, in a proceedings entitled "In re: James G. Dillon, non compos mentis", being Chancery Cause No. 4393, in the Circuit Court for Queen Anne's County, he was appointed Successor Trustee for James G. Dillon.

(2) That the said James G. Dillon, non compos mentis, is seized and possessed of certain lots of land improved by dwelling house in the Seventh Election District of Queen Anne's County and more particularly described as follows, that is to say:-

A- All that lot or parcel of ground, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, known as "The Banks" and designated as Lot No. Two (2) on the Plat of the subdivision known as "Carl O. Hoffmann Lands" as recorded or about to be recorded among the Land Records for Queen Anne's County. BEING the same real estate which by deed dated February 3, 1955, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 20, folio 170, etc., was granted and conveyed by Harry E. Vansant et al unto James G. Dillon and Esther S. Dillon, his wife;

B- All that lot of ground situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, and described as follows: One half of lot number 3 as shown on plot "Carl O. Hoffmann Lands" filed in Queen Anne County, said one-half comprising of 40 ft. frontage on Chester River and 200 feet in depth and being the one-half of said lot number 3 that immediately adjoins the property of parties of the second part. (Lot Number 2 as shown on said plot). BEING the same real estate which by deed dated August 12, 1957, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 36, folio 234, etc., was granted and conveyed by C. O. H. Enterprises, Incorporated, unto James G. Dillon and Esther S. Dillon, his wife;

certified copies of said deeds being filed herewith prayed to be taken as part hereof and marked respectively "Petitioner's Exhibit No. 1" and "Petitioner's Exhibit No. 2".

(3) That the said Esther S. Dillon departed this life during about the 4th day of August, 1963, and the described real estate thereupon became vested in the said James G. Dillon, surviving tenant by the entireties.

(4) That said property is subject to the operation and effect of two certain mortgages:
A. From James G. Dillon et us to Fred W. Stevens and Mary L. Stevens, his wife, dated February 3, 1955, and recorded among the Land Records for Queen Anne's County in Liber T. S. P. No. 20, folio 172, etc., in the balance of \$1,374.52.
B. From James G. Dillon et us to Robert L. Forney dated the 8th day of July, 1963, and recorded among the Land Records for Queen Anne's County aforesaid in Liber C. W. C. No. 1, folio 515, etc., in the balance of \$2,548.00.

(5) That the described real estate, valued at \$14,000.00, is not productive of any income for the benefit of this estate, and the buildings and improvements are subject to depreciation if allowed to remain idle indefinitely.

(6) That your Petitioner, after further investigation and feeling that it would be for the best interests of this estate if said real estate were sold and the proceeds of sale returned to this Honorable Court to be used for the benefit of the said James G. Dillon, has entered into an Agreement of Sale with the Defendants, William F. George and Louise M. George, his wife, at and for the sum of \$15,000.00 subject to real estate broker's commissions of 6% or \$900.00 payable to Lawrence S. Brice, who procured the sale, which said purchase price is to be paid upon approval and ratification of said sale by this Honorable Court (the sum of \$1,000.00 having been paid down

by the purchasers as earnest money), it being also understood and agreed that upon payment of the balance of the purchase price a deed for the said property shall be executed by a trustee, to be appointed by the Court for that purpose, which deed shall convey the said property to the Vendees by a good and marketable fee simple title, free of all liens and encumbrances. Agreement of Sale marked "Petitioner's Exhibit No. 3" filed herewith as a part hereof.

(7) That it will be to the best interest and advantage of the said James G. Dillon and of his estate that said Agreement of Sale of the property herein described to the said William F. George and Louise M. George, his wife, be ratified and confirmed by this Honorable Court.

WHEREFORE, your Petitioner respectfully prays:

A. That a decree may be passed for the sale of the property described in this Petition and a trustee appointed to make said sale.

B. That the said Agreement of Sale of said property to the said William F. George and Louise M. George, his wife, may be ratified and confirmed and that the trustee appointed by said decree be directed to sell said property at private sale to them as purchasers and to make transfer of the property and to receive the purchase price under the terms of said contract, the proceeds of sale to be returned to this Honorable Court.

AND AS IN DUTY BOUND, etc.

PRESTON P. HECK
TRUSTEE

Filed Mar. 14, 1966

CERTIFIED COPY OF DEED - Petitioner's Exhibit No. 1
Filed Mar. 14, 1966

#35,551

LIBER 20 PAGE 170

RECEIVED FOR RECORD Feb. 4, 1955

This Deed, Made this 3rd day of February, in the year one thousand nine hundred and fifty-five, by and between HARRY E. VANSANT and MARIE C. VANSANT, his wife, and KARL RUBSAMEN and HATTIE C. RUBSAMEN, his wife, of Queen Anne's County, in the State of Maryland, of the first part, and JAMES G. DILLON and ESTHER S. DILLON, his wife, of County and State aforesaid, of the second part.

Witnesseth, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Harry E. Vansant and Marie C. Vansant, his wife, and Karl Rubsamen and Hattie C. Rubsamen, his wife, do grant and convey unto the said James G. Dillon and Esther S. Dillon, his wife, as tenants by the entireties, their assigns, to the survivor of them and to the survivor's heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in the 7th Election District of Queen Anne's County, Maryland, known as "The Banks" and designated as Lot No. Two (2) on the Plat of the subdivision known as "Carl O. Hoffmann Lands" as recorded or about to be recorded among the Land Records for Queen Anne's County.

BEING the same real estate which by deed dated May 17, 1954, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T.S.P. No. 18, folio 236, etc., was granted and conveyed by C.O.H. Enterprises, Inc., to the said Harry E. Vansant and Karl Rubsamen, as tenants in common.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James G. Dillon and Esther S. Dillon, his wife, as tenants by the entireties, their assigns, to the survivor of them and to the survivor's heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said granters:

TEST:

ESTHER L. COHEY

ESTHER L. COHEY

HARRY E. VANSANT (SEAL)
Harry E. Vansant

KARL RUBSAMEN (SEAL)
Karl Rubsamen

MARIE C. VANSANT (SEAL)
Marie C. Vansant

HATTIE C. RUBSAMEN (SEAL)
Hattie C. Rubsamen

STATE OF MARYLAND, KENT COUNTY- - - -, to wit:

I HEREBY CERTIFY, That on this 3rd day of February, 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 Kent County aforesaid, personally appeared Harry E. Vansant and Marie C. Vansant, his wife, and Karl Rubsamen and Hattie C. Rubsamen, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their respective act.

As Witness my hand and Notarial Seal.

Notary
Public
Seal.

ESTHER L. COHEY
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. 20, folio 170, 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 March in the year nineteen hundred and sixty-six.

Circuit Court Seal.

One-Five Dollar, One-One Dollar, One-Three Dollar, One Forty Cent and One Fifty Cent Internal Revenue Stamps. Endorsed.

CHARLES W. CECIL
Clerk

One-Five Dollar Fifty Cent and Two-Two Dollar Twenty Cent Recordation Tax Stamps. Endorsed PPH 2/4/55.

PETITIONER'S EXHIBIT No. 2
Filed Mar. 14, 1966

#39,532

LIBER 36 PAGE 234

RECEIVED FOR RECORD Aug. 19, 1957

This Deed, Made this 12th day of August in the year one thousand nine hundred and fifty-seven, by and between C.O.H. Enterprises, Incorporated, a body corporate of the State of Maryland of Chestertown, Kent County in the State of Maryland, of the first part, and James G. Dillon and Esther S. Dillon, his wife, of Queen Anne County, parties of the second part.

Witnesseth, that in consideration of the sum of One Dollar and of other good and valuable considerations, the receipt whereof is hereby expressly acknowledged the said party of first part does grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, and described as follows: One half of lot number 3 as shown on plot "Carl O. Hoffmann Lands" filed in Queen Anne County, said one-half comprising of 40 ft. frontage on Chester River and 200 feet in depth and being the one-half of said lot number 3 that immediately adjoins the property of parties of the second part. (Lot number 2 as shown on said plot).

Subject to the following Restrictions:

1. The land and any buildings thereon erected shall be used for residential purposes only, provided, however, that the grantees shall have the right to raise crops thereon.
2. That no more than one, and none other than, a single residence dwelling with or without attached or detached garage, shall be erected on the lot or tract hereby conveyed for each and every eighty (80) foot lot or tract.
3. Not to do or suffer anything thereon that may constitute a nuisance to person or persons owning or occupying any other land to which these covenants and conditions do now or may hereafter apply.
4. No cows, horses or swine shall be permitted to be permanently stabled or pastured thereon.
5. No building shall be erected within ten (10) feet of the side and real boundary lines.
6. Sewage facilities shall be a septic tank with tile field; all sanitation facilities constructed on said property shall conform to Queen Anne's County Board of Health requirements and be so constructed and operated as not to constitute a menace to the water supply and health of the community; and refuse and garbage shall not be allowed to accumulate out of doors.
7. That said property shall not be used or occupied by any person or persons who are not a member of the white race, excepting, however, bonafide servants of any resident.
8. That no trailer, tent, shack, or other temporary building will be erected or allowed on said property for the purpose of using or occupying the same as a residence.

ALSO subject to easements and rights of way for utilities.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights,

privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

Corporate Seal.)
LESLIE C. HOFFMAN)
Secretary)

C.O.H. ENTERPRISES, INCORPORATED (SEAL)
CARL O. HOFFMANN (SEAL)
President

STATE OF MARYLAND, Kent County, to wit:

I HEREBY CERTIFY, That on this 1st day of August 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 the County of Kent aforesaid, personally appeared Carl O. Hoffmann, President of C.O.H. Enterprises, Incorporated, a Maryland corporation, the above named grant, and he acknowledged the foregoing Deed to be his act. and that the same was duly authorized by said corporate body.

As Witness my hand and Notarial Seal.

Notary Public Seal.

MARGARET ANN MORRIS
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. 36, folio 234, 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 March in the year nineteen hundred and sixty-six.

Corporate Seal.

CHARLES W. CECIL
Clerk

One-Fifty Five Cent Int. Rev. Stamp. Endorsed.

One-Fifty Five Cent Recordation Tax Stamp. Endorsed.

PETITIONER'S EXHIBIT NO. 3
Filed Mar. 14, 1966

PETITIONER'S EXHIBIT NO. 3

THIS MEMORANDUM OF SALE, Executed in duplicate, Made this 28th day of February, 1966, by and between PRESTON P. HECK, TRUSTEE, of Chestertown, Kent County, Maryland, hereinafter called Vendor, of the one part, and WILLIAM F. GEORGE and LOUISE M. GEORGE, his wife, of Chestertown, Kent County, Maryland, hereinafter called Vendees, of the other part.

WHEREAS Preston P. Heck, Trustee named in Chancery Cause No. 4393 in the case of James G. Dillon in the Circuit Court for Queen Anne's County, has received from the Vendees an offer to purchase the hereinafter described real estate at and for the sum of Fifteen Thousand (\$15,000.00) Dollars and said Trustee has agreed to present said offer to the Circuit Court for Queen Anne's County in said Chancery Cause No. 4393 to procure the Court's approval of the sale of said real estate, it being understood between the parties hereto that this Memorandum of Sale is subject to the approval and ratification of the Circuit Court for Queen Anne's County.

NOW, THEREFORE, THIS MEMORANDUM OF SALE, WITNESSETH:

Vendor hereby agrees to sell, subject to the approval and ratification of the Circuit Court for Queen Anne's County, in Equity, and Vendees hereby agree to purchase

ALL those two lots of land situate, lying and being in the Seventh Election District of Queen Anne's County and known as Lot No. 2 and one-half of Lot No. 3 adjoining Lot No. 2 as shown on the Plat of "Carl O. Hoffman", which said properties are more particularly described in two certain deeds, viz.: (1) Dated February 3, 1955, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 20, folio 170, etc., from Harry E. Vansant et als to James G. Dillon and Esther S. Dillon, his wife; and (2) Dated the 12th day of August, 1957, and recorded among the Land Records for Queen Anne's County in Liber T. S. P. No. 36, folio 234, etc., from C. O. H. Enterprises, Incorporated, to the said James G. Dillon and Esther S. Dillon, his wife. The said Esther S. Dillon departed this life on or about the 4th day of August, 1963, whereupon the said real estate became vested in the said James G. Dillon surviving tenant by the entireties.

AT AND FOR THE sum of Fifteen Thousand (\$15,000.00) Dollars, of which the sum of One Thousand (\$1,000.00) Dollars, the receipt of which is hereby acknowledged, has been paid upon the execution of this Agreement, and the balance in the amount of Fourteen Thousand (\$14,000.00) Dollars to be paid in case or by certified check at the office of Preston P. Heck, Chestertown, Maryland, upon approval and ratification of said sale by the Circuit Court for Queen Anne's County, in Equity, at which time and place said Vendor shall pass to said Vendees his deed conveying the described real estate as directed by the Circuit Court for Queen Anne's County, in Equity, in fee simple.

IT IS FURTHER AGREED AS FOLLOWS:

(1) State and County real estate taxes shall be adjusted between the parties as of the date of the passing of the deed and costs of transfer, including revenue stamps on the deed, shall be at the expense of the Vendees.

(2) Vendor shall maintain in full force and effect present existing insurance coverage on the buildings and improvements on the described premises, being Aetna Policy No. 984975 in the face amount of Fourteen Thousand (\$14,000.00) Dollars, until the date of the passing of the deed and cause the policy to be endorsed so as to enure to the benefit of Vendees in the event of loss as the interest of the parties appear under the terms of this Agreement with the privilege to the said Vendees at Vendees' expense to place additional insurance if they so desire.

(3) In the event that this Agreement fails of ratification by the Circuit Court for Queen Anne's County, then, in that event, Vendor shall refund to Vendees their One Thousand (\$1,000.00) Dollars deposited as earnest money upon the execution of this Agreement and this contract shall thereupon be and become null and void, the same as if it had not been entered into and the obligations of the parties hereto one to the other with respect to said contract shall be terminated, the same as if said contract had never been entered into.

(4) This Agreement, subject to ratification as aforesaid, shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

VIRGINIA S. OLIFFE

PRESTON P. HECK (SEAL)
Preston P. Heck, Trustee
VENDOR

VIRGINIA S. OLIFFE

WILLIAM F. GEORGE (SEAL)
William F. George

VIRGINIA S. OLIFFE

LOUISE M. GEORGE (SEAL)
VENDEES

Filed Mar. 14, 1966

SUMMONS FOR JAMES G. DILLON, non compos mentis and RETURN
Filed March 21, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day

File No. 4757

Docket #1 C.W.C. fol. 146

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

To: James G. Dillon, non compos mentis
c/o Superintendent,
Eastern Shore State Hospital
Cambridge, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of

Preston P. Heck, Trustee
For James G. Dillon

Issued the 14th day of March 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Preston P. Heck

CHARLES W. CECIL Clerk
(Seal of Court)

ADDRESS: Chestertown, Md.
Phone: 778-0950

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 19, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 21, 1966

And on the back of the foregoing is the following return, to wit:-

Summoned Dr. Harold English, Supt., Eastern Shore State Hospital and Mr. James G. Dillon, this 16th day of March 1966.

C. CALVERT CREIGHTON, Sheriff
C. Calvert Creighton, Sheriff Dorchester County, Maryland.

SUMMONS FOR WILLIAM F. & LOUISE M. GEORGE
Filed March 30, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day
File No. 4757
Docket #1 C.W.C. fol. 146

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

TO: William F. George and
Louise M. George, his wife
Chestertown, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of

Preston P. Heck, Trustee
For James G. Dillon

Issued the 14th day of March 1966.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Preston P. Heck
ADDRESS: Chestertown, Maryland
Phone: 778-0950

CHARLES W. CECIL
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 19, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 30, 1966

And on the back of the foregoing Summons is the following return, to wit:- Served by delivering a copy of the within Summons to William F. George and Louise M. George, and by leaving with each of them a copy of the Bill of Complaint this 28th, day of March 1966.

BARTUS O. VICKERS
Sheriff, Kent County

ANSWER
Filed Apr. 20, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON,
non compos mentis,
c/o Superintendent,
Eastern Shore State Hospital
Cambridge, Maryland

WILLIAM F. GEORGE and
LOUISE M. GEORGE, his wife
Chestertown, Maryland

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY,
MARYLAND
IN EQUITY NO. 4757

ANSWER

And now comes William F. George and Louise M. George, his wife,

in proper person and in answer to the Petition filed against them say:

- (1) That they admit the allegations therein set forth.
- (2) That they consent to such decree as this Court may pass in the

matter.

WHEREFORE, having fully answered said Petition, they request that they may be dismissed hence with their proper costs.

WILLIAM F. GEORGE
William F. George

LOUISE M. GEORGE
Louise M. George

I HEREBY ADMIT RECEIPT of a copy of the above Answer this 20th day of April, 1966.

PRESTON P. HECK
Preston P. Heck, Trustee for
James G. Dillon

Filed Apr. 20, 1966

DECREE PRO CONFESSO
Filed April 20, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4757

DECREE PRO CONFESSO

The Defendant, James G. Dillon, having been duly notified to appear to the Petition to Sell Real Estate and having failed to appear thereto according to the exigency of the same,

IT IS THEREUPON, this 20th day of April, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Bill of Complaint be and is hereby taken pro confesso against the said Defendant, James G. Dillon.

But because it doth not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED and DECREED that one of the Examiners of this Court take testimony to support the allegations of the Petition.

THOS. J. KEATING, Jr.
JUDGE

Filed April 20, 1966

REPORT OF EXAMINER AND TESTIMONY
Filed May 5, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

vs.

JAMES G. DILLON, etc.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4757

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of Preston P. Heck, Trustee in the above entitled cause, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Wednesday, May 4, 1966, at 2:00 o'clock, p.m., after swearing the witnesses and the stenographer, proceed to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted and 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 testimony or in the conduct of the proceedings.

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed May 5, 1966

The first witness, upon being duly sworn, does depose and say:

Questions by Mr. Heck:

Q: State your name, age, residence and occupation?
A: Robert L. Forney, age 48, I live at 300 Campus Avenue, Chestertown, Maryland, Kent County, I am a retail jeweler.
Q: Do you know the incompetent, James G. Dillon?
A: Yes, I do.
Q: How long have you known him?
A: I guess for a period of eight years.
Q: Is he the owner of any real estate that you know of?
A: Yes, at the present time he is listed as the owner of a piece of real estate on the Chester River near Deep Landing in Queen Anne's County northerly from McGinnes Corner in a development at the end of Deep Landing Road.
Q: What improvements, if any, are on this real estate?
A: There is a two bedroom house, a small one room office or studio building in the back yard and perhaps another shed.
Q: Do you know the size of the Lot?
A: The size of the whole lot is 120 feet by approximately 200 feet.
Q: What is the condition of these premises?
A: It is in fairly good condition.
Q: Are you familiar with land values in and around Queen Anne's County in general and in this neighborhood in particular?
A: Yes.
Q: What in your opinion is the value of this property?
A: Somewhere around \$15,000.00.
Q: Were you acquainted with the late Esther S. Dillon?
A: Yes, she was the wife of James G. Dillon and she is now deceased. She was a professor at Washington College at the time of her death and she died suddenly while she was on a visit in Massachusetts.
Q: Who survived her?
A: Well, she had two children by James G. Dillon.
Q: Would you please give their names and ages and place of residence?
A: James, Jr., who was born in 1951 and Michael, who was born in 1952. They are at the present living in California with an aunt who is a sister of Esther S. Dillon. Her name is Mary Wilkinson and along with her husband, Joseph Wilkinson, is the legal guardian for these children.
Q: You are a creditor of James G. Dillon, are you not?
A: Yes, I have a mortgage against the real estate that we have just been talking about and the balance of that mortgage is now in the amount of \$2,548.00, with interest from March 3, 1966.
Q: Do you think it is to the benefit and advantage of the incompetent and his estate that this real estate be sold and the proceeds of sale returned to the Circuit Court for Queen Anne's County to be administered under the direction of the Court?
A: Yes, as I understand it now the boys have a small amount of income from Social Security. The amount realized from the sale of this property could certainly be used for their own upkeep and maintenance rather than waiting for some later date. The aunt, who has the custody of the children and her husband with whom the two children live, are not of any large means and I know that the needs of the children are such that it would be to their advantage to maybe have benefit of the proceeds from this estate if the Court sees fit to consider a request in that regard.
Q: Do you know whether James G. Dillon has any income?
A: Yes, he receives a monthly compensation check from the Social Security department in the amount of \$108.10 per month and this is used to pay for his keep at the Eastern Shore Hospital at Cambridge, Maryland, where he is a patient.

The second witness, upon being duly sworn, does depose and say:

Questions by Mr. Heck:

Q: Would you please state your name, age, residence and occupation?
A: Nathan Smith, 36 years, 400 Washington Avenue, Chestertown, Maryland, college professor at Washington College
Q: Do you know James G. Dillon, who is the incompetent person named in these proceedings?
A: Yes.

- Q: How long have you known him?
- A: Ten years.
- Q: How have you known him?
- A: He is a friend of mine.
- Q: Did you also know the late Esther S. Dillon, who was his wife?
- A: Very well.
- Q: Then you are acquainted with the family?
- A: Yes.
- Q: Did they have any children?
- A: Yes, two children.
- Q: Would you please give their names and ages?
- A: Jamie and Michael. They are about 14 and 15 or 15 and 16, depending on their birth dates.
- Q: Who has custody of the children?
- A: They are in the custody of their maternal aunt, Mrs. Mary Wilkinson, who lives in San Francisco, and her husband, Joseph Wilkinson.
- Q: Do you know if James G. Dillon owns any real estate?
- A: Yes.
- Q: Would you please describe it?
- A: It is a residence property consisting of about half an acre of land improved by a bungalow type dwelling with two bedrooms, kitchen, living room and bath and there is a utility building of some description on the back of the lot. The property is very nicely located at the Chester River or at Deep Landing in Queen Anne's County.
- Q: What is the general condition of these premises?
- A: I would say basically good.
- Q: Are you familiar with land values in Queen Anne's County?
- A: In a general way.
- Q: Would you have any idea of the value of this particular property?
- A: I think so.
- Q: What would be your opinion as to its value?
- A: I would say about \$15,000.00 or so.
- Q: In your opinion would it be to the benefit and advantage of James G. Dillon and of his estate that this real estate be sold and the proceeds of sale returned to the Circuit Court for Queen Anne's County in Equity to be administered for his benefit?
- A: Yes.
- Q: Do you know anything about the financial condition of James G. Dillon other than of this property?
- A: I understand that he gets a check from the Social Security every month but this is for the most part used for his keep at the Cambridge Hospital where he is a patient.
- Q: Do you know anything about the means of the two children or of their guardians?
- A: I understand that they are not people of any means and that the two children receive a small Social Security remittance monthly which is not anywhere near sufficient to take care of their needs.

The third witness, upon being duly sworn, does depose and say:

Questions by Mr. Heck:

- Q: State your name, age, residence and occupation?
- A: F. Vannort Simperts, 47, I live in Kent County at the place called Green Point and I am the Supervisor of Assessments for Kent County, Maryland.
- Q: Are you familiar with land values in and around Queen Anne's and Kent Counties?
- A: Yes.
- Q: Do you know the property of James G. Dillon, who is the incompetent person named in these proceedings and which is as you have heard described as located near Deep Landing on the Chester River in Queen Anne's County?
- A: Yes, I went to the premises on two different occasions and made an inspection there at your request.
- Q: What did your inspection reveal?

- A: Actually it is one and one-half lots located in the development known as Carl O. Hoffmann lands. The Dillons bought this property known as Lot No. 2 and one-half of Lot 3 at two different times. The first, Lot No. 2, by deed dated February 3, 1955, and the second, one-half of Lot No. 3, by deed dated August 12, 1957. These deeds are recorded in Queen Anne's County, the first in Liber T.S.P. No. 20, folio 170, and the second in Liber T.S.P. No. 36, folio 234. Lot No. 2 is 80 feet on the Chester River with a depth of approximately 200 feet and the one-half of Lot No. 3 is 40 feet on the Chester River with a depth of approximately 200 feet. These lots are contiguous and they comprise an area of 0.552 acre. The Dillons improved these lots by building a frame and concrete block dwelling house. There are two bedrooms, kitchen, living room, screen porch and dinette in the dwelling.
- Q: What is the condition of the premises which you have described?
- A: The house is in average condition.
- Q: Are there any outbuildings on this property?
- A: There is a storage and office building combination. It is actually a storage building with a partition in it for an office, approximately ten feet by 16 feet. It is of frame construction and the condition of it is also about average.
- Q: What in your opinion is the value of the property that you have just described?
- A: The property as a whole, the land and buildings, in my opinion at the present time is \$14,600.00.
- Q: Do you know James G. Dillon, who is the incompetent, or his late wife, Esther G. Dillon?
- A: No.
- Q: Then you know nothing about the family?
- A: No.
- Q: In your opinion do you think that it would be to the advantage or an incompetent's estate to sell this property and return the proceeds to the Circuit Court for Queen Anne's County in Equity to be used for his benefit and advantage?
- A: Yes.

The fourth witness, upon being duly sworn, does depose and say:

Questions by Mr. Heck:

- Q: Would you state your name, age, residence and occupation?
- A: Harper Starkey, 59, I live in Sudlersville, I am Assessor of Queen Anne's County.
- Q: Are you familiar with real estate values in and around Queen Anne's County?
- A: Yes.
- Q: Are you familiar in particular with the property known as the James G. Dillon residence property near Deep Landing on the Chester River in Queen Anne's County?
- A: Yes.
- Q: Would you please describe this property?
- A: Well, it consists of approximately one-half an acre with 120 foot frontage on the Chester River and it is improved by a bungalow type residence with two bedrooms. There is on the back of the lot a small building which is used for storage or office space.
- Q: What is the condition of this property?
- A: It is in good condition.
- Q: What in your opinion is the value of this property?
- A: I would say around about \$14,500.00.
- Q: Do you think that it would be to the benefit and advantage of an incompetent person who owns this property that the same be sold and the proceeds of sale be returned to the Court for the benefit and advantage of the incompetent's estate?
- A: Yes.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses

B. Hackett Turner, Examiner---\$10.00

Betty M. Comegys, Stenographer,
for taking and transcribing the testimony-----\$15.00 Paid

And I do further certify that said testimony was commenced at 2:00 o'clock, p.m. and was completed at 3:30 o'clock, p.m., or a period of one hour and thirty minutes.

B. HACKETT TURNER
Examiner

Filed May 5, 1966

DECREE APPOINTING TRUSTEE
Filed May 23, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC.

*
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*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CHANCERY NO. 4757

DECREE APPOINTING TRUSTEE

This Cause standing ready for hearing, the Petition, Testimony and other proceedings having been read and considered,

IT IS THEREUPON, this 23rd day of May, 1966, 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 to the Court that such sale is to the best interest of James G. Dillon, said non compos mentis, and that Preston P. Heck, Esq. be and he hereby is 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 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 Fifteen Thousand Dollars, if corporate security be given, and double that amount if personal security be given, conditioned upon the faithful performance of the trust reposing 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 at private sale to William F. George and Louise M. George, his wife, at and for the sum of Fifteen Thousand (\$15,000.00) Dollars, which includes the real estate agent's commission of Nine Hundred (\$900.00) Dollars, and the sum of One Thousand (\$1,000.00) Dollars having heretofore been paid in the hands of said Trustee under the terms of the Contract of Sale filed among the proceedings in this case, the balance of said purchase price, to wit: the sum of Fourteen Thousand (\$14,000.00) Dollars shall be paid upon ratification of said sale by this Court without interest.

(3) 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; thereafter, 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.

(4) That upon the final ratification of said sale by this Court, and upon the payment of said 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 purchasers, their heirs and assigns, the real estate so sold 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.

(5) 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 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 IT IS FURTHER ADJUDGED, ORDERED and DECREED that if for any reason the sale hereinabove authorized to be made at private sale shall not be made, then the said Trustee before proceeding to make sale of said real estate in any other manner shall first apply to this Court for further direction as to the course and manner of his proceedings.

THOS. J. KEATING, Jr.
JUDGE

Filed May 23, 1966

CERTIFIED COPY OF BOND
Filed May 24, 1966

RECEIVED FOR RECORD May 24, 1966

Home Office FIDELITY and DEPOSIT COMPANY OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Preston P. Heck of Chestertown, Kent 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 FIFTEEN THOUSAND (\$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 and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of May in the year of our Lord one thousand nine hundred and sixty-six.

WHEREAS, THE ABOVE BOUNDEN Preston P. Heck by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity has been appointed Trustee to sell the Real Estate mentioned in the proceedings in the case of PRESTON P. HECK, TRUSTEE for James D. Dillon vs: James D. Dillon, Et Al, being Chancery No. 4757 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Preston P. Heck 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:

J. THOMAS CLARK PRESTON P. HECK (SEAL)
Preston P. Heck

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By J. THOMAS CLARK As to Surety By DOROTHY E. CONNOLLY Attorney in Fact

Security approved and Bond filed

Certified Copy of Power of Attorney attached. May 24, 1966 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 C.W.C. No. 1, folio 143, 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 24th day of May in the year nineteen hundred and sixty-six.

Circuit Court Seal.

CHARLES W. CECIL Clerk

REPORT OF SALE Filed May 24, 1966

PRESTON P. HECK, TRUSTEE FOR JAMES G. DILLON VS. JAMES G. DILLON, etc., et al IN THE CIRCUIT COURT FOR QUEEN ANNE'S CO. IN EQUITY NO. 4757

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Preston P. Heck, Trustee, respectfully shows:

(1) That pursuant to a Decree of this Honorable Court dated May 23, 1966, your Trustee subsequently proceeded to sell and did sell, at private sale, to William F. George and Louise M. George, his wife, the real estate mentioned and set out in this proceeding, and which is described as follows:

A - All that lot or parcel of ground, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, known as "The Banks" and designated as Lot No. Two (2) on the Plat of the subdivision known as "Carl O. Hoffmann Lands as recorded or about to be recorded among the Land Records for Queen Anne's County,

BEING the same real estate which by deed dated February 3, 1955, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 20, folio 170, etc., was granted and conveyed by Harry E. Vansant et al unto James G. Dillon and Esther S. Dillon, his wife;

B - All that lot of ground situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, and described as follows: One half of lot number 3 as shown on plot "Carl O. Heffman Lands" filed in Queen Anne County, said one-half comprising of 40 ft. frontage on Chester River and 200 feet in depth and being the one-half of said lot number 3 that immediately adjoins the property of parties of the second part. (Lot Number 2 as shown on said plot),

BEING the same real estate which by deed dated August 12, 1957, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 36, folio 234, etc., was granted and conveyed by C. O. H. Enterprises, Incorporated, unto James G. Dillon and Esther S. Dillon, his wife;

at and for the sum of Fifteen Thousand (\$15,000.00) Dollars, upon the terms and conditions set forth in the Agreement of Sale filed in this Court and marked "Exhibit No. 3".

(2) That the said William F. George and Louise M. George, his wife, have paid unto your Trustee the sum of One Thousand (\$1,000.00) Dollars, on account of the purchase price, and your Trustee believes that, upon the Final Ratification of this sale by this Court, the said William F. George and Louise M. George, his wife, will immediately pay the balance of said purchase money in cash.

Respectfully submitted,

PRESTON P. HECK
Preston P. Heck, Trustee

STATE OF MARYLAND, Queen Anne's County, to wit:

I HEREBY CERTIFY, that on this 24th day of May, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Preston P. Heck, Trustee, 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.

AS WITNESS my hand and Notarial Seal.

RUTH W. DRAPER
Notary Public

Notary
Public
Seal.

Filed May 24, 1966

ORDER NISI ON SALE
Filed June 24, 1966

ORDER NISI ON SALE

Preston P. Heck, Trustee for
James G. Dillon

vs.

James G. Dillon, etc., et al.

In The Circuit Court
for Queen Anne's County
In Equity
Cause No. 4757

ORDERED, this 24th. day of Mary, 1966, that the sale of the real property, made and reported in this cause by Preston P. Heck, Trustee, be ratified and confirmed, on or after the 24th. day of June, 1966, 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 17th. day of June, 1966.

The report states the amount of sales to be \$15,000.00.

CHARLES W. CECIL Clerk

Filed June 24, 1966

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE
Filed June 27, 1966

ORDER NISI ON SALE

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4757

Preston P. Heck, Trustee for
James G. Dillon

vs.

James G. Dillon, etc., et al.

ORDERED, this 24th day of May, 1966, that the sale of the real property, made and reported in this cause by Preston P. Heck, Trustee be ratified and confirmed, on or after the 24th day of June, 1966, 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 17th day of June, 1966.

The report states the amount of sales to be \$15,000.00.

CHARLES W. CECIL, Clerk

True Copy

Test: Charles W. Cecil
Clerk

Filed June 24, 1966

THE BAY TIMES

P. O. Box 44, Queenstown, Md., June 25, 1966

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi On Sale in the case/estate of Preston P. Heck, Trustee for James G. Dillon vs. James G. Dillon a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Queenstown, in Queen Anne s County, Maryland, once a week for 3

successive weeks before the 17th day of June, 1966, and that the first insertion of said advertisement in said BAY TIMES was on the 27th day of May, 1966, and the last insertion on the 10th day of June, 1966

THE BAY TIMES

By M. L. ROSENDALE

Filed June 27, 1966

MILITARY AFFIDAVIT
Filed June 27, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC.

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IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4757

MILITARY AFFIDAVIT

Preston P. Heck, Successor Trustee, makes oath in due form of law that James G. Dillon, Non Compos Mentis, Defendant, is not now in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, nor has he been in such service within three months prior hereto, and that the said James G. Dillon, Non Compos Mentis, is approximately fifty-five years of age and is retired.

This affidavit is intended as a compliance with both the Federal and State Statutes requiring the same to be made.

The said James G. Dillon's present address is c/o Superintendent, Eastern Shore State Hospital, Cambridge, Maryland.

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Maryland, on this 19th day of April, 1966.

VIRGINIA S. OLIFFE
Virginia S. Oliffe, Notary Public

Notary
Public
Seal.

Filed June 27, 1966

FINAL ORDER OF RATIFICATION
Filed June 27, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC.

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IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY, MD.
IN EQUITY NO. 4757

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 27th day of June, 1966, that the sale made and reported by Preston P. Heck, Trustee for James G. Dillon, 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 said Preston P. Heck, Trustee for James G. Dillon, is allowed the usual commissions and such proper expenses as it shall produce vouchers for to the auditor.

THOS. J. KEATING, Jr.
JUDGE

Filed June 27, 1966

REPORT AND ACCOUNT OF AUDITOR
Filed July 8, 1966

PRESTON P. HECK, TRUSTEE

IN THE CIRCUIT COURT FOR

FOR JAMES G. DILLON

QUEEN ANNE'S COUNTY

VS.

IN EQUITY

JAMES G. DILLON, etc.

No. 4757

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 Preston P. Heck, Trustee under decree in this cause dated May 23, 1966, to make the sale of the land sold in these proceedings.

2. That in the within account said Trustee is charged with the proceeds of sale per his report filed in this cause, and allowed thereafter the Court costs, his bond premium, advertising costs, the fee of your Auditor for stating this account, his commissions for making said sale and the balance is directed to be distributed to the Trustee for James G. Dillon, non compos mentis.

Respectfully submitted,

J. THOMAS CLARK
Auditor

July 8, 1966

Filed July 8, 1966

Cause No. 4757

The proceeds of the sale of land reported in this cause, in account with Preston P. Heck, Trustee, of the real estate sold in these proceedings (and vendor of said land)

Cr.

1966

June 27 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$15,000.00

To Preston P. Heck, Trustee, (and vendor) of said land, his commissions for making said sale, to wit:-----\$ 900.00

To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:
1-Costs of Charles W. Cecil, Clerk--\$ 44.25
2-Appearance fee of Preston P. Heck, Attorney----- 10.00
3-Costs of B. Hackett Turner, Examiner----- 10.00
4-Fee of Sheriff of Dorchester Co.-- 4.00
5-Fee of Sheriff of Kent County----- 4.00
75.25

To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, as a partial payment on Court costs----- 15.00

To do., for amount paid Betty M. Comegys, Stenographer, for taking the testimony in this cause, per receipt exhibited, to wit:---- 15.00

To do., for an amount due Dorothy E. Connolly, Agent, for the premium on the Trustee's corporate surety bond filed in this cause, per statement exhibited, to wit:----- 60.00

To do., for an amount paid Bay Times, Inc., for publishing the Order Nisi of Sale, per receipt wxhibited, to wit:----- 10.00

To J. Thomas Clark, Auditor, for stating this audit, the sum of----- 90.00

To Preston P. Heck, Successor Trustee for James G. Dillon, non compos mentis, being Chancery No. 4393, in the Circuit Court for Queen Anne's County, in Equity, the balance or the sum of-----
13,834.75
\$15,000.00 \$15,000.00

July 8, 1966

Filed July 8, 1966

J. THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed July 8, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

vs.

JAMES G. DILLON, etc.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4757

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 8, 1966, 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:

Preston P. Heck, Trustee
for James G. Dillon
Chestertown, Maryland

James G. Dillon,
non compos mentis
c/o Superintendent
Eastern Shore State Hospital
Cambridge, Maryland

William F. George and
Louise M. George, his wife
Chestertown, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 8, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before JULY 25, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 26, 1966.

J. THOMAS CLARK
Auditor

Filed July 8, 1966

NISI RATIFICATION OF AUDIT
Filed July 8, 1966

Preston P. Heck, Trustee
for James G. Dillon

vs.

James G. Dillon, non compos
mentis, et al.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4757

ORDERED, this 8th. day of July, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th. day of July, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 8, 1966

STATEMENT OF MORTGAGE DEBT
Filed July 12, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY NO. 4757

STATEMENT OF MORTGAGE DEBT

1965
August 26

Balance due on mortgage dated
July 8, 1963, and recorded
among the Land Records for
Queen Anne's County in Liber
C. W. C. No. 1, folio 515, etc.,
from James G. Dillon et ux to
Robert L. Forney -
Interest to July 6, 1966 -

\$2,450.00
141.91

\$2,591.91

TOTAL

ROBERT L. FORNEY
Robert L. Forney

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of July, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Robert L. Forney, Mortgagee, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

VIRGINIA S. OLIFFE
NOTARY PUBLIC

Notary
Public
Seal

Filed July 12, 1966

STATEMENT OF MORTGAGE DEBT
Filed July 11, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

VS.

JAMES G. DILLON, ETC.

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S
* COUNTY,
* MARYLAND
* IN EQUITY NO. 4757

STATEMENT OF MORTGAGE DEBT

1963

August 3	Balance due on mortgage dated	
	February 3, 1955, and recorded	
	among the Land Records for Queen	
	Anne's County in Liber T. S. P.	
	No. 20, folio 172, etc., from	
	James G. Dillon et ux to Fred W.	
	Stevens and Mary L. Stevens, his wife -	\$1,241.10
	Interest to May 15, 1966 -	<u>148.42</u>
	TOTAL \$ - - - - -	\$1,389.52

MARY L. STEVENS
Mary L. Stevens

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of May, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Mary L. Stevens, Mortgagee, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

VIRGINIA S. OLIFFE
Virginia S. Oliffe, NOTARY PUBLIC

Notary
Public
Seal.

Filed July 11, 1966

AMENDED AUDIT
Filed July 11, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

vs.

JAMES G. DILLON, etc.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4757

AMENDED AUDIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this amended account is stated at the request of Preston P. Heck, Trustee in this cause, so as to include payments for the mortgages, the broker's commissions and other miscellaneous items.

2. That this account is stated at the request of Preston P. Heck, Trustee under decree in this cause dated May 23, 1966, to make the sale of the land sold in these proceedings.

3. That in the within account said Trustee is charged with the proceeds of sale per his report filed in this cause, and allowed thereafter the Court costs, his bond premium, advertising costs, the broker's commissions for procuring said sale, payments for the two mortgages, the Notary Public charges, the costs of recording short releases of the mortgages and the balance is directed to be distributed to the Trustee for James G. Dillon, non compos mentis.

Respectfully submitted,

J. THOMAS CLARK
Auditor

July 11, 1966

Filed July 11, 1966

Cause No. 4757

The proceeds of the sale of land reported in this cause, in account with Preston P. Heck, Trustee, of the real estate sold in these proceedings (and vendor of said land)

Cr.

1966

June 27 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$15,000.00

Dr.

To Preston P. Heck, Trustee, (and vendor of said land), his commissions for making said sale, to wit:-----	\$ 900.00
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:	
1-Costs of Charles W. Cecil, Clerk--	\$44.25
2-Appearance fee of Preston P. Heck, Attorney-----	10.00
3-Costs of B. Hackett Turner, Examiner-----	10.00
4-Fee of Sheriff of Dorchester Co.--	4.00
5-Fee of Sheriff of Kent County-----	4.00
	75.25
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, as a partial payment on Court costs-----	15.00
To do., for an amount paid Betty M. Comegys, Stenographer, for taking the testimony in this cause, per receipt exhibited, to wit:-----	15.00
To do., for an amount due Dorothy E. Connolly, Agent, for the premium on the Trustee's corporate surety bond filed in this Cause, per statement exhibited, to wit:-----	60.00
To do., for an amount paid the Bay Times, Inc., for publishing the Order Nisi of Sale, per receipt exhibited, to wit:-----	10.00
To J. Thomas Clark, Auditor, for stating this audit, the sum of-----	90.00
To Lawrence S. Brice, Real Estate Broker, his commissions for procuring said sale, per decree of this Court of May 23, 1966, the sum of-----	900.00

July 11, 1966

J. THOMAS CLARK
Auditor

To Mary L. Stevens, surviving tenant by the entirety, Mortgagee, as payment in full of the first mortgage from James G. Dillon et ux to Fred W. Stevens and Mary L. Stevens, his wife, dated February 3, 1955,

and recorded among the land records for Queen Anne's County in Liber T.S.P. No. 20, folio 172, which payment includes both principal and interest, as per statement of Mortgagee, the sum of-----\$1,399.92

To Robert L. Forney, Mortgagee, as payment in full of the second mortgage from James G. Dillon et ux to Robert L. Forney, dated July 8, 1963, and recorded among the land records for Queen Anne's County in Liber C.W.C. No. 1, folio 515, which payment includes both principal and interest, as per statement of Mortgagee, the sum of----- 2,591.91

To Virginia S. Oliffe, Notary Public, her charges, per statement, to wit; the sum of----- 2.00

To do. for an allowance for the costs of recording releases at the foot of the mortgages for the two mortgages to be released in this cause; the sum of----- 2.00

To Preston P. Heck, Successor Trustee for James G. Dillon, non compos mentis, being Chancery No. 4393, in the Circuit Court for Queen Anne's County, in Equity, the balance or the sum of----- 8,938.92
\$15,000.00 \$15,000.00

July 11, 1966

J. THOMAS CLARK
Auditor

Filed July 11, 1966

NISI RATIFICATION OF AUDIT
Filed July 11, 1966

NISI RATIFICATION OF AUDIT

Preston P. Heck, Trustee
for James G. Dillon

vs.

James G. Dillon, etc., et al

)
) In the Circuit Court
) for Queen Anne's County
)
) In Equity
) Cause No. 4757
)

ORDERED, this 11th. day of July, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th. day of July, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 11, 1966

CERTIFICATE OF NOTICES MAILED
Filed July 12, 1966

PRESTON P. HECK, TRUSTEE
FOR JAMES G. DILLON

vs.

JAMES G. DILLON, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4757

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 11, 1966, the date the amended 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:

Preston P. Heck, Trustee
for James G. Dillon
Chestertown, Maryland

James G. Dillon
non compos mentis
c/o Superintendent
Eastern Shore State Hospital
Cambridge, Maryland

630

William F. Goerge and
Louise M. George, his wife
Chestertown, Maryland

Mary L. Stevens
Crumpton, Maryland

Robert L. Forney
Chestertown, Maryland

PURSUANT to rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 11, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 26, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 27, 1966.

J. THOMAS CLARK
Auditor

Filed July 12, 1966

FINAL RATIFICATION OF AUDIT
Filed Aug. 2, 1966

Preston P. Heck, Trustee
for James G. Dillon

vs.

James G. Dillon, etc., et al.

In the Circuit Court for
Queen Anne's County

in Equity

Cause No. 4757

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd. day of August, 1966, 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 Preston P. Heck, Trustee, 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, Maryland.

Filed Aug. 2, 1966

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of February, in the year nineteen hundred and sixty seven, the following Petition was brought to be recorded, to wit:-

IN THE MATTER OF THE PETITION
OF VIRGINIA SMITH AND
SIMON SMITH, HER HUSBAND

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO.
4842

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Smith and Simon Smith, her husband, respectfully represents:

1. That Virginia Smith and Simon Smith, her husband, are and were the residuary devisees under the will of Josephine Thomas, who prior to her marriage was known as Josephine Baynard, dated December 5, 1942, and admitted to probate by the Orphans' Court of Queen Anne's County on September 24, 1946, the same being recorded among the Will Records of Queen Anne's County aforesaid in Liber N.S.D. No. 1, folio 428, a certified copy of which will is filed herewith and marked Exhibit A.

2. That under said will the second parcel of land devised by said testatrix unto your Petitioners, as tenants by the entireties, being a tract of land which the said testatrix had purchased under a contract of sale in writing and for which she had paid the purchase money, but never had received a deed for the same at the time of her death, the same being more fully described in a deed from P. T. Potts and Margaret M. Potts, his wife, to Robert H. Tilden dated August 18, 1898, and recorded among the land records of Queen Anne's County aforesaid in Liber W.H.C. No. 8, folio 195, a certified copy of which deed is filed herewith and marked Exhibit B.

3. That the said Robert H. Tilden and Malinda Tilden, his wife, are both deceased, and so far as your Petitioners have been able to ascertain, both lived in Philadelphia, Pennsylvania, at the times of their deaths and there is no record of administration upon either of their estates, and your Petitioners have no idea whether they left any estates.

4. That the said Contract of Sale mentioned in said will bears date the 10th day of October, 1916, and is between Robert H. Tilden and Matilda Tilden, his wife, and Josephine Baynard nee Thomas, the said testatrix, showing that the purchase price is \$150.00 which payment of \$20.00 down, with payment of the balance at the expiration of three years from date and upon payment the said vendors agreed to convey said property hereinbefore referred to in paragraph 2 above unto the said vendee, her heirs and assigns, all of which matters are more particularly set forth in the said Contract of Sale, which is filed herewith and marked Exhibit C.

5. That your Petitioners have proof that the purchase money has been fully paid in accordance with the terms of said Contract of Sale.

TO THE END, THEREFORE,

(1) That the said Agreement may be specifically enforced and that a Trustee be appointed by this Honorable Court to convey the aforesaid premises unto your Petitioners as devisees under the will of Josephine Thomas, nee Josephine Baynard, the contract purchaser of the same.

(2) And for such other and further relief as their case may require.

And as in duty bound, etc.

VIRGINIA SMITH
Virginia Smith

J. THOMAS CLARK

114 N. Commerce St.
Centreville, Maryland

Phone: 758-1392

Attorney for Petitioners

Filed Feb. 8, 1967

REPORT OF EXAMINER
Filed Feb. 8, 1967

IN THE MATTER OF THE PETITION
OF VIRGINIA SMITH AND
SIMON SMITH, HER HUSBAND

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4842

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Attorney for the Petitioners, did, at the office of J. Thomas Clark, 114 N. Commerce Street, Centreville, Maryland on Saturday, September 17, 1966, at 10:30 o'clock A.M., and at the home of

Anna Q. Skinner, Queenstown, Maryland, on Thursday, February 2, 1967, at 3:00 o'clock P.M., after having sworn the witnesses and the stenographer, proceed to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and 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 testimony or in the conduct of the proceedings..

B. HACKETT TURNER
B. Hackett Turner
Examiner

Filed Feb. 8, 1967

The first witness, upon being duly sworn, does depose and say:

Questions by the Examiner:

Q: State your name, age, residence and occupation.

A: Virginia Smith, 62, 1950 North Croskey Street, Philadelphia, Pennsylvania, pres-
ser.

Q: Is there any pending or prior litigation between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Who is your husband?

A: Simon Smith.

Q: Is he living?

A: Yes.

Q: What relationship was Josephine Thomas, who prior to her marriage was Josephine Baynard, to you?

A: She was my aunt, being a sister to my mother.

Q: When did your aunt die?

A: In 1946.

Q: Did she die a resident of Queen Anne's County?

A: Yes.

Q: Did she leave a will?

A: Yes.

Q: I hand you a paper writing marked Exhibit A and ask you to identify it.

A: This is a certified copy of my aunt's will, which was probated in the Orphans' Court of Queen Anne's County, Maryland.

Mr. Clark: Offered into evidence is this certified copy of will and I ask that it be marked Exhibit A to this testimony.

Q: Were you and your husband, Virginia Smith and Simon Smith, the persons named as residuary devisees in said will?

A: Yes.

Q: I hand you a paper writing marked Exhibit B and I ask you whether or the land described in said deed, which is from P. T. Potts and Margaret M. Potts, his wife, to Robert H. Tilden, dated August 18, 1898, recorded among the land records of Queen Anne's County in Liber W.H.C. No. 8, folio 195, is the same tract that is mentioned as parcel number two in your aunt's will?

A: Yes, it is.

Mr. Clark: Offered into evidence is this certified copy of deed and I ask that it be marked Exhibit B to this testimony.

Q: I hand you a Contract of Sale between Robert H. Tilden and Matilda Tilden, his wife, to Josephine Baynard dated October 10, 1916, and ask you whether or not this is a Contract of Sale that is mentioned in your aunt's will?

A: Yes, it is.

Mr. Clark: Offered into evidence is this Contract of Sale and I ask that it be marked Exhibit C to this testimony.

Q: Is this your aunt's mark?

A: Yes.

Q: How do you know this is your aunt's mark?

A: Because she has shown me this contract and told me that was her mark and she gave it to me prior to her death.

Q: Has this money been paid under this agreement, which recites there was \$130.00 due?

A: Yes.

Q: Who made these payments?

A: My aunt did.

Q: Are these the receipts?

A: Yes, these are the receipts showing payment of the money due under the contract.

Mr. Clark: Offered into evidence are all the several receipts and I ask that they be marked Exhibit D to this testimony.

Q: Why had there not been a deed given to your aunt prior to her death?

A: Mr. Tilden had died before these payments were completed and when my aunt sent the last payment, Malinda Tilden died and she had never gotten a deed. Now my husband and I want to sell this property and we want to get a deed.

Q: What was the address of the Tildens during their lifetime?

A: Their address was Woodbury, New Jersey.

Q: Has there ever been any administration upon their estates?

A: No, there has not.

Q: Did either of them have a will upon their deaths?

A: No, neither had a will.

Q: Did you know the Tildens?

A: Yes, I knew them.

Q: Did they have any children?

A: No, they had no children. Robert Tilden died during the first part of the year 1917 and Malinda Tilden died sometime around the first of October, 1921.

Q: Did she have any estate other than her own personal belongings?

A: So far as I know she didn't because she had been paid for this lot and this was the only real estate she owned at the time of her death.

Q: Who has been paying the taxes on this property since this contract was signed?

A: My aunt paid them up until her death and after that my husband and myself have been paying them ever since.

Q: Is Howard Thomas the husband of Josephine Thomas still living?

A: No, he died during the year 1949.

Q: These receipts and these letters, do you recognize the writing as signed by Malinda Tilden?

A: Yes.

Q: Is that her writing?

A: Yes.

Q: You are familiar with her writing?

A: Yes.

The second witness, upon being duly sworn, does depose and say:

Questions by the Examiner:

Q: State your name, age, residence and occupation.

A: My name is Simon Smith, I am 72, my address is 1950 North Croskey Street, Philadelphia, Pennsylvania, I am retired.

Q: Is there any pending or prior litigation between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Are you the husband of Virginia Smith?

A: Yes, I am.

Q: Then Josephine Thomas, who was Josephine Baynard before her marriage, was your aunt by marriage, your wife's aunt. Is that correct?

A: Yes, she was my wife's aunt.

Q: Do you know when she died?

A: Sometime during the year 1946.

Q: Was she a resident of Queen Anne's County, Maryland, at the time of her death?

A: Yes, she was.

Q: Did she leave a will?

A: Yes.

Q: I hand you a paper writing that has already been introduced in evidence here as Exhibit A and ask you to identify it.

A: This is a certified copy of Josephine Thomas' will.

Q: You and your wife are the persons named as residuary devisees in this will, Is that correct?

A: Yes.

Q: I hand you a paper writing that has already been introduced in evidence here as Exhibit B and ask you if the property described in that deed is the same lot that is mentioned in Josephine Thomas' will as parcel number two?

A: Yes, it is.

Q: I hand you a paper writing that has already been introduced in evidence as Exhibit C and ask you to identify it.

A: That is the Contract of Sale between Robert H. Tilden and wife to Josephine Baynard and this contract is for the purchase of the lot that she mentioned in her will as parcel number two. My wife's aunt gave this Contract of Sale to my wife before her death.

Q: Is this Josephine Thomas, nee Baynard's, mark?

A: Yes, it is. I know this because my wife's aunt showed this contract to us and told us this was her mark and she also told us that she had made these payments.

Q: I show you these receipts that have been introduced in evidence as Exhibit D and ask you to identify them.

A: These are the receipts of Josephine Thomas, showing payment for this lot. She gave these receipts along with the contract to my wife before she died.

Q: Do you know the address of the Tildens during their lifetime?

A: Yes, it was Woodbury, New Jersey.

Q: Do you know why there was never a deed given Josephine Thomas for this lot?

A: Well, Mr. Tilden had died before the payments were finished and then my wife's aunt made the payments to Malinda Tilden. Then when she made her last payment, Malinda Tilden died and my wife's aunt never got a deed for this property.

Q: Do you know if there has been any administration upon either of their estates?

A: No, there has not.

Q: Do you know if either one had a will?

A: No, neither one had a will.

Q: Who has been paying the taxes on this property?

A: My wife's aunt paid them until she died and we have been paying them since then. That is my wife and I have been paying them.

Q: Is Howard Thomas, Josephine Thomas' husband, still living?

A: No, he died during the year 1949.

Q: Do you know if Robert H. Tilden and Malinda Tilden had any children?

A: No, they had no children.

The third witness, upon being duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, occupation and residence.

A: Anna Q. Skinner, retired, Queenstown, Maryland.

Q: Do you know Virginia Smith?

A: Yes.

Q: Did you know the late Josephine Thomas, who was formerly known as Josephine Baynard?

A: Yes, very well.

Q: Did you also know Robert Tilden and Malinda Tilden?

A: No.

Q: Are you familiar with a contract of sale between Josephine Baynard and Robert Tilden and Malinda Tilden?

A: I can't remember about the transaction when it happened.

Q: Do you know anything about the purchase of land by Josephine Baynard from any Tildens, the same being land situate in the Sixth Election district of Queen Anne's County, Maryland, on the right hand side of the public road leading from Ruthsburg to Hillsboro?

A: Yes, I am familiar with that.

Q: Do you know anything about the payments?

A: I know that it was strung out in small amounts.

Q: Do you know whether or not the purchase price was paid for, to the best of your knowledge?

A: Yes.

Q: Are you familiar with any of these receipts, which are marked Exhibit D to this testimony?

A: Yes, I have seen them before. I am familiar with these. In fact, some are in my handwriting.

Q: To your knowledge has the purchase money been paid either by Josephine Thomas, formerly Josephine Baynard, or by Virginia Smith?

A: The payments that I am familiar with that were made in my presence were all paid by Josephine Thomas.

Q: How did you happen to be familiar with them?

A: It just happened that I knew Josie very well because we grew up together. She lived out the road not far from where I lived. It just might be that I have some more of these receipts somewhere in my records. I remember so well that these payments were made. She would come to me with \$5 or \$10 and I would give her a receipt for it.

Q: Do you know whether or not Josephine Thomas ever received a deed for this property?

A: I don't think so.

Q: Will you state whether or not Josephine Thomas at her death did by her last will and testament will the property which is the questions of this suit to Virginia Smith and Simon Smith, her husband?

A: Yes.

Q: Will you state whether or not during her lifetime Josephine Thomas exercised ownership over this property by paying the taxes and occupying this property?

A: Yes, I know this from personal knowledge.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Petitioners, as follows, to wit:

B. Hackett Turner, Examiner-----\$20.00

Betty M. Comegys, Stenographer,
for taking and transcribing
the testimony-----\$25.00

AND I do further certify that said testimony was commenced on September 17, 1966, at 10:30 o'clock a.m. and was completed at 11:30 o'clock a.m., and commenced on February 2, 1967, at 3:00 o'clock p.m. and was completed at 3:30 o'clock p.m. or a period of one hour and thirty minutes.

B. HACKETT TURNER
Examiner

Filed Feb. 8, 1967

EXHIBIT A
Filed Feb. 8, 1967

In the name of God; Amen!

I, Josephine Thomas, the wife of Howard Thomas, and formerly and before my marriage to Howard Thomas, Josephine Baynard, of Queen Anne's County in the State of Maryland, do make my last will and testament in manner and form following, that is to say:

I do hereby declare that I am the sole owner, in fee simple, of a lot of land situate on the west side of public road leading from Ruthsburg in said County to Hillsboro in Caroline County containing a dwelling house in which I now reside and composed of two lots of land, one being that which Ira Baynard and others by deed dated October 16, 1911, and recorded in Liber S. S. No. 10, fol. 508 etc., a land record book of said county, deeded to me, and the other being that which I acquired of Robert H. Tilden and Malinda Tilden, his wife, by contract and writing dated October 10, 1916, made be-

tween said Robert H. Tilden and Malinda Tilden and me and the purchase money for which I have fully paid. The last named lot is that described in the deed to Robert H. Tilden from Philiman T. Potts and wife, by deed dated August 18, 1898, and recorded in Liber W. H. C. No. 8, fol. 195, a land record book of said county aforesaid.

My real estate above mentioned and all other property, real and personal, wheresoever situated or located, belonging to me or of which I may die seised and possessed, I hereby give, devise and bequeath unto my husband, Howard Thomas, for and during the term of his life, but no longer, and from and after his death, that is to say, subject to the life estate so given unto him, I hereby give, devise, and bequeath my said property so given unto him for life unto my niece, Virginia Smith and unto her husband, Simon Smith, their heirs and assigns forever, absolutely and in fee simple, as tenants by the entireties and not as tenants in common.

I hereby nominate my said niece and her husband to be the executors of this my last will and testament. I hereby revoke all former wills by me made.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Seal this 5th day of December in the year nineteen hundred and forty two.

HER

JOSEPHINE X THOMAS (SEAL)

MARK

Josephine Thomas

Formerly

JOSEPHINE X BAYNARD (SEAL)
Josephine Baynard.

Signed, sealed, published, pronounced and declared by the above named testatrix, Josephine Thomas 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 thereunto subscribed our names as witnesses.

ANNA Q. SKINNER MADISON BROWN

Exhibit A

Filed Feb. 8, 1967

State of Maryland, Queen Anne's County, to wit:

On the 21st day of September A.D., 1946, came Virginia Mina Smith, Custodian of the within and foregoing instrument of writing, purporting to be the last Will and Testament of Josephine B. Thomas, 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 her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the hand of the Testatrix on or about the 5th day of December A.D., 1942.

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 23rd day of September 1946, came Anna Q. Skinner, of Centreville, Maryland one of the subscribing witnesses to the foregoing last Will and Testament of Josephine B. Thomas, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal said Will, that she heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Madison Brown subscribed her name as witness to said Will at her request in her 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, Queen Anne's County, to wit:

On the 24th day of September 1946, came Madison Brown of Centreville, Maryland, one of the subscribing witnesses to the foregoing last Will and Testament of Josephine Baynard Thomas, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal said Will, that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing shw was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Anna Q. Skinner and subscribed his name as witness to said Will at her request in her 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 Josephine Baynard Thomas 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 24th day of September, A.D., 1946, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JOSEPHINE BAYNARD THOMAS, deceased.

H. F. CALLAHAN

C. TILGHMAN BISHOP

HENRY C. BOWEN.

Judges of the Orphans' Court 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 Last Will and Testament of JOSEPHINE THOMAS, late of Queen Anne's County, Maryland, deceased as filed and passed in this office on September 24, 1946 and recorded in Liber N.S.D. No. 1 Folio 428 in Record Book of WILLS 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 2nd day of February 1967

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County, Maryland.

Filed Feb. 8, 1967

Exhibit B
Filed Feb. 8, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered, that on the Eighteenth day of August, in the year One Thousand eight hundred and ninety eight, the following Deed was brought to be recorded, to wit:

²⁵
2 Cent Revenue
- Stamps -
Making 50 cents
P.T.P
8/18/98

This Deed, made this 18th day of August, in the year Eighteen hundred and ninety eight, by P. T. Potts and Margaret M. Potts; his wife, of Queen Anne's County, State of Maryland, Witnesseth; that for and in consideration of the sum of Three hundred dollars in hand paid, the receipt whereof is hereby acknowledged, We, the said P. T. Potts and Margaret M. Potts, his wife, do grant and convey unto Robert H. Tilden of said Queen Anne's County, All that lot of land situate at or near Ruthsburg in said County on the public road leading from Ruthsburg to Hillsborough, adjoining the lands of the heirs of the late Walter S. Turpin, the lands of James A. Baynard and others, and contained within the following metes and bounds, courses and distances, to wit: Beginning in the aforesaid public road opposite to and one perch from a large Gum tree, and running thence South 76 degrees west twenty seven perches to a stake, thence North 22 3/4 degrees west five and four tenths perches to a Stake on the Southwest corner of James A. Baynard's land, thence North 73 1/2 degrees East twenty seven perches to the aforesaid public road, thence with said road South 22 degrees east six and six-tenths perches to the Beginning, containing one acre of land.- And the said P. T. Potts and Margaret M. Potts hereby covenant that they will warrant generally the land hereby conveyed. Witness our hands and seals this 18th day of August, Eighteen hundred and ninety eight.

Test: W. W. Bryan Jr.

PHILEMAN T. POTTS (SEAL)

MARGARET M. POTTS (SEAL)

STATE OF MARYLAND)

QUEEN ANNE'S COUNTY) to wit: I hereby certify that on this Eighteenth day of August, in the year Eighteen hundred and ninety eight, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Phileman T. Potts and Margaret M. Potts, his wife, and did each acknowledge the foregoing Deed to be their respective act.

Wm. W. BRYAN JR. 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.H.C. No. 8, folio 195, a Land Record Book 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 2nd day of February in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

Exhibit B
Filed Feb. 8, 1967

EXHIBIT C
Filed Feb. 8, 1967

THIS CONTRACT OF SALE, made this tenth day of October, in the year nineteen hundred and sixteen, by and between Robert H. Tilden and Matilda Tilden, his wife, of Woodbury, State of New Jersey, parties of the first part, and Josephine Baynard, of Queen Anne's County, State of Maryland, party of the second part, WITNESSETH:

The said parties of the first part, in consideration of the agreement hereinafter contained on the part of the party of the second part, her heirs and assigns, in fee simple, and for the purchase money hereinafter named; all that lot of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the right hand side of the public road leading from Ruthsburg, in said county, to Hillsboro, in Caroline County, adjoining the land of the heirs of the late Walter S. Turpin and the land formerly of James G. Baynard but now of Josephine Baynard, the party of the second part, and containing one acre of land, more or less; being the same land granted and conveyed unto the said Robert H. Tilden by Philemon T. Potts and Margaret M. Potts, his wife, by deed bearing date August, eighteenth, in the year eighteen hundred and ninety eight, and recorded in Liber W.H.C. No. 8, fol. 195 &c., a land record book of Queen Anne's County aforesaid, to which deed reference is hereby made for a description of the land hereby sold by metes and bounds, courses and distances.

The purchase price to be paid by the party of the second part is the sum of One Hundred and fifty dollars, of which twenty dollars is to be paid unto the said Robert H. Tilden at the time of the execution of this agreement, and the remainder thereof is to be paid unto the said Robert H. Tilden at the expiration of three years from the date of this agreement, without interest.

The said Robert H. Tilden, for the consideration aforesaid, does hereby agree to pay the state and county taxes upon said property levied for the current year.

The parties of the first part do hereby agree that when the purchase money for said property has been fully paid to grant and convey said property by goods and sufficient deed, to be acknowledged agreeably to law, unto the party of the second part; her heirs and assigns.

The party of the second part, in consideration of the agreement hereinbefore expressed, does hereby agree to purchase and does hereby purchase of the parties of the first part, the property hereinbefore described on the terms hereinbefore set forth, and does agree further to pay the above named purchase money at the times and in the manner hereinbefore provided.

In testimony whereof the parties to this agreement do hereunto subscribe their names and affix their seals the day and year first above written, and have signed another agreement of like tenor, a duplicate of this agreement.

ROBERT H. TILDEN (SEAL).

MATILDA TILDEN (SEAL).

Her
JOSHINE X BAYNARD (SEAL).

Mark

Test as to Josephine Baynard
is: Madison Brown

Received of Josephine Baynard the sum of Twenty dollars on account of the purchase money named in the foregoing contract, and being that part of said purchase money named therein to be paid at the time of the execution of this agreement.

ROBERT. H. TILDEN

Filed Feb. 8, 1967

EXHIBIT D
Filed Feb. 8, 1967

SEE NEXT PAGE

13.00 150.00 187
137.00

13.00 due

\$ 9
 Received From Joey Thomas
 Paid to R A Jilden
 May 22 1911
 DOLLARS

\$ 7
 Received From Joey Thomas
 Paid to R A Jilden
 May 22 1911
 DOLLARS

\$ 12.00
 Received From Joey Thomas
 Paid to Malinda Jilden
 May 18 1911
 DOLLARS

Received of Joey Thomas
 of 16. Term
1 Dollar on the property
Bought April 2 and 1918.
Malinda Jilden

REGISTRY RECEIPT GIVEN TO THE SENDER.

Letter No. 203 P.O. Ridgely Md

Parcel 1 class postage prepaid.

Received for registration, Dec 15, 1911 from Joseph Thomas

(Name of sender.)

Residing at Ridgely Md (Street and No. or location of residence.)

Addressed to Woodbury Md (Name of addressee.)

(Street and No. if any, and Post Office and State.)

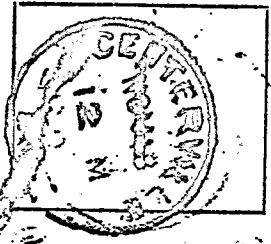
MONEY RECEIVED FOR POSTAGE AND REGISTRY FEE IN LIEU OF STAMPS 12 cents.

Receipt desired (1) Delivery restricted (to addressee in person (2) to addressee or order (3)

Carrier for Postmaster. Cap or Route No. 2

Check mark "Y" or "P" in this space indicates return receipt desired.
 The letter "A" in this space indicates delivery restricted to addressee in person.
 The letter "O" in this space indicates delivery restricted to addressee or on his order.

RECEIVED AND REGISTERED
 From Joey Thomas
 Addressed to Malinda Jilden
Postmaster, Ridgely Md
 Delivery restricted To addressee in person
 Article No. 573 class postage paid
 11/15/1911



RECEIPT OF MONEY CARRIER

For amount with which to purchase a Postal Money Order from the Postmaster at the main office.

RECEIVED of Jasie Thomas
 [Here write name of remitter of the order.]

The sum of Twenty Dollars 00 Cents 20⁰⁰
 and to a Money Order Cents (for the fee), for which I am to purchase a
 money order, to be drawn according to the remitter's application therefor.

[Signature] Carrier

[PLACE ONE OR THE OTHER OF THESE LINES]

The order is to be returned to the carrier in the addressed envelope furnished him.
 On the back of the application, the carrier will write over his own signature the number of this
 receipt, thus, "Carrier's Receipt No." He will present the application and the money
 to the postmaster, who will issue an order according to the application, and will mail the receipt for the
 order (detached from coupon) to the remitter in official penalty envelope No. 1.

RECEIVED Jan 3rd 1920

FROM Jasie Thomas

20 - - - - - DOLLARS

on property

\$ 20 Malinda Gilder

Jan 3. 1920

Dear Jasie

I Received your letter also
 money. Thank you so
 much happy new years
 to you hope the you are well
 here is your Receipt also
 what you have paid to my
 husband and me.

My dear to her, from your
 soon dont want to get
 a big sum send a little
 sum I will send you a
 Receipt just the same
 have you any chickens to sell
 I will take some and
 allowe you market price
 for them wait soon and
 let me hear from you.

Malinda Gilder Woodbury
 turn over the paper to you

There are the many

\$ 20	Dollars	20.00
\$ 7	Dollars	7.00
\$ 12	Dollars	12.00
\$ 10	Dollars	10.00
\$ 15	Dollars	15.00
\$ 20	Dollars	20.00
		15.00
plus expense for Post		
Water		
		1.50
Amount paid		12.00
		10.00
\$ 84.00		137.00
25		
109		150.00
		137.00
150.00		
109		131.00
41.00		

Received May 20, 1910
 FROM Jasie Thomas
 10 ————— DOLLARS
 as Payment of Post
 \$ 10. Malinda Tilden

No. 50 May 20 1910
RECEIPT OF RURAL CARRIER
 For Amount with which to purchase a Postal Money Order from the Postmaster at the main office.
 RECEIVED of Jasie Thomas
 [Here write name of remitter of the order.]
 the sum of Ten Dollars and 00 Cents (\$ 10.00)
 and in addition, 10 Cents (for the fee) for which I am to purchase a money order, to be drawn according to the remitter's application therefor.
 Malinda Tilden Carrier
 [ERASE ONE OR THE OTHER OF THESE LINES]
 The order is to be returned to the remitter by the carrier.
 On the back of the application, the carrier will write over his own signature the number of this receipt, thus, "Carrier's Receipt No. 50". He will present the application and the money to the postmaster, who will issue an order according to the application, and will mail the receipt for the order (detached from coupon) to the remitter in official penalty envelope No. 1.

REGISTRY RECEIPT GIVEN TO THE SENDER.

Letter Parcel No. 209 P.O. Ridgely Md
 Received for registration, June 20, 1911, from
Josie Thomas
 (Name of sender.)
 Residing at Malinda Silden
 (Street and No. or location of residence.)
 Addressed to Woodbury Md
 (Name of addressee.)
 (Street and No. if any, and Post Office and State.)
 MONEY RECEIVED FOR POSTAGE AND REGISTRY FEE IN LIEU OF STAMPS. 12 cents.
 Receipt desired (1) Delivery restricted (2) (3)
 (1) address to person (2) address or order (3)
 Cap or Route No. 2
 Carrier for Postmaster.

(1) Check mark "Y" or "Y" in this space indicates return receipt desired.
 (2) The letter "A" in this space indicates delivery restricted to addressee in person.
 (3) The letter "O" in this space indicates delivery restricted to addressee or on his order

Received 20 Dollars
 FROM Josie Thomas
June 20 1911
 Post Payment on Lot
\$ 20 Malinda Silden

62432
 RECEIPT
 DOLLARS 15
 CENTS 00
 AMOUNT FOR WHICH ISSUED
 TO BE DETACHED BY THE PURCHASER, WHO SHOULD PRESENT IT AT THE OFFICE OF ISSUE IF HE WISHES TO MAKE INQUIRY REGARDING THE ORDER
 HOCELY
 ISSUING OFFICE
 JAN 21 1921
 STAMP HERE

Received 15 Dollars
 FROM Josie Thomas
Jan. 21 1921
 for Property Book
Malinda Silden

RECEIPT OF RURAL CARRIER
 For Amount with which to purchase a Postal Money Order from the Postmaster at the main office.
 RECEIVED of Josie Thomas
 the sum of 10 00 Dollars
 and in addition, 10 00 Cents (for the fee) for which I am to purchase a money order, to be drawn according to the application therefor.
Josie Thomas
 (Name of sender)
 [REVERSE SIDE OR THE OTHER OF THESE LINES]
 The order is to be returned to the sender by the carrier.
 On the back of the application, the carrier will write over his own signature the number of this receipt, thus "Carrier's Receipt No. ...". He will present the application and the money to the postmaster, who will issue an order according to the application, and will mail the receipt for the order (detached from coupon) to the sender in official penalty envelope No. 1.

Received 10 Dollars
 FROM Josie Thomas
April 30 1921
 on Lot
\$ 10 Malinda Silden



No. 37 Aug 2 1925

RECEIPT OF RURAL CARRIER
 For Amount with which to purchase a Postal Money Order from the Postmaster at the main office.

RECEIVED of Joseil Thomas
[Here write name of remitter of the order.]

the sum of Twenty Dollars 00 Cents (\$ 20.00)

and in addition 10 Cents (for the fee), for which I am to purchase a money order, to be drawn according to the remitter's application therefor.

[Signature] Carrier

[ERASE ONE OR THE OTHER OF THESE LINES]

The order is to be returned to the remitter by the carrier.
mailed by the carrier in the addressed envelope furnished him.

On the back of the application, the carrier will write over his own signature the number of this receipt, thus, "Carrier's Receipt No." He will present the application and the money to the postmaster, who will issue an order according to the application, and will mail the receipt for the order (detached from coupon) to the remitter in official penalty envelope No. 1.

Rev. R. H. Tilden
 36 Carpenter St
 Woodbury Ct. J.
 Mass. to all

sep. 20 1921

I see friend O'Connell
your letter it found me
very well indeed and
daring. Well hope the you
are the same the balance
the you owe me is only
16. Dollars hoping to hear
from you soon

Yours
Walter A. Gilmore
Went Boy on 2.

*You may send the money
 Because I am not coming
 Down there is any thing
 for me to come down for*

85095
 RECEIPT

DOLLARS	10	CENTS	00
---------	----	-------	----

AMOUNT FOR WHICH ISSUED

TO BE DETACHED BY THE PURCHASER, WHO SHOULD PRESENT IT AT THE OFFICE OF ISSUE, IF HE WISHES TO MAKE INQUIRY REGARDING THE ORDER.


ISSUING OFFICE

STAMP HERE

WILLIAM T. KEATING, Treasurer

ANNA A. SKINNER, Deputy

Treasurer of Queen Anne's County



Centreville, Maryland

April 2, 1918	-	10.00	
Jan 3, 1920	-	20.00	
May 27, 1911	-	7.00	
" 27, 1917	-	7.00	
Jan 25, 1921	-	15.00	✓
April 30, 1921	-	10.00	✓
Aug. 4, 1920	-	20.00	✓
Jan. 18 - 1918	-	15.00	
May 20 - 1920	-	10.00	✓

IN THE MATTER OF THE PETITION
OF VIRGINIA SMITH AND
SIMON SMITH, her husband

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4842

DECREE

The foregoing Petition and Testimony having been read and considered, it is this 10th day of February, 1967, by the Circuit Court of Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that the Contract of Sale dated October 10, 1916, which is the subject of this suit, and which is described as "all that lot of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the right hand side of the public road leading from Ruthsburg, in said county, to Hillsboro, in Caroline County, adjoining the land of the heirs of the late Walter S. Turpin and the land formerly of James G. Baynard but now of Josephine Baynard, the party of the second part, and containing one acre of land, more or less; being the same land granted and conveyed unto the said Robert H. Tilden by Philemon T. Potts and Margaret M. Potts, his wife, by deed bearing date August, eighteenth, in the year eighteen hundred and ninety eight, and recorded in Liber W.H.C. No. 8, fol. 195 &c., a land record book of Queen Anne's County aforesaid, to which deed reference is hereby made for a description of the land hereby sold by metes and bounds, courses and distances," between Robert H. Tilden and Matilda Tilden, his wife, vendors, and Josephine Baynard, vendee, is hereby specifically enforced against the said vendors, in favor of the said vendee and her heirs and assigns.

AND IT IS FURTHER ORDERED that J. Thomas Clark
grant, convey and
is appointed Trustee to execute a deed of conveyance of said land for
and in the place and stead of the said Robert H. Tilden and Matilda
Tilden, his wife, to the said Virginia Smith and Simon Smith, her

husband, they being devisees under the last will and testament of the said Josephine Thomas, formerly Josephine Baynard, the vendee, at the expense of the said Virginia Smith and Simon Smith, her husband, the Petitioners.

AND IT IS FURTHER ORDERED that Virginia Smith and Simon Smith, her husband, the Petitioners, pay the costs of these proceedings.

Sam B. Rasmussen

JUDGE

Filed Feb 10, 1967

LIBER

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