QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-fifth day of October in the year nineteen hundred and sixty-five, the following BILL TO QUIET TITLE was brought to be recorded, to wit:-

JAMES B. BROWN and
EVA BROWN, his wife
Chester, Maryland
Plaintiffs

vs.

MARY F. DeFORD
1008 Brantley Avenue
Baltimore 17, Maryland;
ERNEST BROWN
Chester, Maryland;
the unknown heirs, executors
and administrators of WILLIAM
H. BROWN, MARGARET B. EPPS, PERRY J. GREEN, nee
HENRIETTA BROWN and WILLIAM LEE;
ARTHUR BROWN and BLANCHE BROWN,
his wife, 6802 Clearview Street
Philadelphia 19, Pennsylvania;
HENRY LEE and ESTELLA LEE,
his wife, 1514 North Pulaski Street
Baltimore, Maryland;
ARTHUR LEE and OMEGA LEE, his wife,
3309 Calloway Street
Baltimore, Maryland;
SIDNEY E. LEE and VIOLETTA LEE,
his wife, 1615 St. Stevens
Baltimore, Maryland;
IRA LEE
East New Market, Maryland;
RICHARD LEE
East New Market, Maryland;
ARNETTA LEE
East New Market, Maryland;
PHYLLIS LEE WALLEY
Rock Hall, Maryland
WAVIA Q. MEALEY
311 Congers Road
New City, New York;
WILLIAM GREEN and LUCILLE
GREEN, his wife,
Chester, Maryland;
BLANCH AUSTIN
2305 McCulloh Street
Baltimore, Maryland 21217;
MRS. JOHN H. CLARK
2413 Woodbrook Avenue
Baltimore, Maryland 21217;
CATHERINE G. ROBERTS and
STEVE ROBERTS, her husband,
114-71 Dunkirk Street
St. Albans, New York 11412;
EDWIN A. GREEN
114-71 Dunkirk Street
St. Albans, New York 11412;
BERNICE WHITE
71 West 138th Street
New York City, New York;
MADIE GREEN
3229 Belmont Avenue
Baltimore 16, Maryland;

IN

THE

PERE J. GREEN

CIRCUIT

COURT

FOR

QUEEN

ANNE'S

COUNTY

IN

EQUITY

NO.

4737

BOOK 2 PAGE 1

GRACE TURNER
718 Arlington Avenue
Baltimore, Maryland;
PERRY GREEN
1230 Lanvoll Street
Baltimore, Maryland;
GILMORE GREEN and
BEAULAH GREEN, his wife
Chester, Maryland;
RACHAEL OPHER and NORMAN
OPHER, her husband
Chester, Maryland;
CARRIE G. MONING
Edgewood Road
Chester, Maryland;
the unknown heirs, executors
and administrators of
PHILLIP H. TUCK; Mortgagee;
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

Defendants

ADDITIONAL NAMES TO TITLING:

PEARL E. BATTLE, widow, 1629 Balmoure Court, Baltimore, Maryland 21217; MARIAN SMITH and JEROME SMITH, her husband, 2301 Allendale Road, Baltimore, Maryland 21216; GEORGE O. WICKS, and FANNIE WICKS, his wife, 1238 West Lanvale Street, Baltimore, Maryland 21217; JOSEPH E. WICKS, unmarried, 1604 Spray Court, Baltimore, Maryland 21217; CHARLES NORMAN WICKS, unmarried, 2301 Allendale Road, Baltimore, Maryland 21216; and JAMES GREEN and ELEANOR GREEN, his wife, Chester, Maryland, DEFENDANTS.

* *

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of James B. Brown and Eva Brown, his wife, by J. Thomas Clark, their Attorney, respectfully represents:

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 or about May 2, 1874, one Jacob C. Legg and Mary E. Legg did by deed convey unto James Thomas Green, John W. Green, Pere J. Green, Charles T. Green, Richard A. Green and George A. Green, in fee simple, a tract of land called or known as Barren Ridge or Timber Landing, containing 13 acres of land, more or less, the same being situate on the west side of the road leading down into Cox's Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.A.G.H. No. 1, folio 86, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "A".

3. That thereafter on May 2, 1878, said Charles Green, one of the grantees referred to in paragraph 2 above, did by deed convey his said one-sixth interest in fee simple in said Timber Landing unto James T. Green, Perry J. Green, John W. Green and Richard A. Green and George A. Green, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 8, folio 185, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "B".

4. That on or about November 20, 1877, J. Carrow Tolson, and Etta C. Tolson, his wife, did grant and convey unto James T. Green, Perry J. Green, John W. Green, George A. Green and Richard Green, in fee simple, all that lot or parcel of land situate on the west side of Cox's Neck Road on the Cox;s Creek shore adjoining the southern portion of the real estate described herein in paragraph 3 above, containing 6 acres, 1 rood and 4 perches, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 7, folio 376, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "C".

5. That thereafter on June 12, 1891, the said Richard R. Green, John W. Green and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green and Rachael E. Green, his wife, did grant and convey by mortgage to Philip H. Tuck the herein before described real estate consisting of the two parcels of land by mortgage June 12, 1891, and recorded among the land records of Queen Anne's County aforesaid in Liber W.D. No. 6, folio 10, a certified copy of which mortgage is filed herewith and made a part hereof and marked Exhibit "D", and which mortgage has never been released upon said land record, and which mortgage pertains to a four-fifths interest in said land.

6. That on August 4, 1893, James T. Green and Rachael Green, his wife, John W. Green and Mary Green, his wife, Richard A. Green, and George A. Green and Mary Green, his wife, did by deed grant and convey unto Mary Washington, in fee simple, both the Timber Landing lot and the adjoining parcel of land previously herein referred to in satisfaction of mortgages held by said grantee, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber L.D. No. 2, folio 94, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "E", and which deed conveyed a four-fifths interest in said land.

7. That upon the death of said Mary E. Washington and under her last will and testament, dated June 15, 1917, and duly admitted to probate in the Orphans' Court of Baltimore City on June 21, 1917, and thereafter a certified copy of which will was recorded among the Will Records of Queen Anne's County aforesaid in Liber W.T.B. No. 3, folio 498, said testatrix did devise all her real and personal property unto Mary Frances DeFord, a certified copy of which will is filed herewith and made a part hereof and marked Exhibit "F", and under which will a four-fifths interest in said land passed to said devisee.

8. That The said Mary Frances DeFord and William DeFord, her husband, did grant and convey unto Archey C. New, in fee simple, her interest in the aforesaid described parcel of real estate by deed dated April 29, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 450, a certified copy of which deed is filed herewith and made a partthereof and marked Exhibit No. "G".

9. That the said Archey New and Evelyn J. New, his wife, did grant and convey unto Ernest Brown and James Blaine Brown, in fee simple, the aforesaid described parcels of real estate by deed dated May 7, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 451, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "H".

10. That on or about June 24, 1947, the said Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, did by deed of partition convey said hereinbefore described real estate unto James Blaine Brown, the same being parcels nos. 1 and 2 and being granted to him in fee simple, said deed being recorded among the land records of Queen Anne's County aforesaid in LiberA.S.G.Jr. No. 17, folio 362, a certified copy of which deed is filed herewith and made a part hereof and marked Exhibit "I".

11. That a certified copy of a plat and certificate of survey of the hereinbefore described parcels of real estate made by John C. Fisher, Surveyor, dated May 16, 1947, and recorded among the land records of Queen Anne's County aforesaid on June 24, 1947, in Liber A.S.G. Jr. No. 17, folio 364, is filed herewith and made a part hereof and marked Exhibit "J".

12. That thereafter by a straw deed transaction from James Blaine Brown and Eva V. Brown, his wife, to Nellie G. Meredith and from Nellie G. Meredith to James Blaine Brown and Eva V. Brown, his wife, as tenants by the entireties, in fee simple, the above herein described parcels of real estate vested in the plaintiffs, said deed being dated November 21, 1947, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 18, folios 392 and 393 respectively, certified copies of which deeds are filed herewith and made a part hereof and marked Exhibits "K" and "L" respectively.

13. That the said Perry J. Green, also known as Pere J. Green died sometime before 1900, intestate, unmarried and without issue, and left surviving him the following brothers and sisters; James T. Green, who died intestate, Richard Green, who died intestate, unmarried and without issue; Mary A. Washington, who was married to William Washington, who predeceased her and she died testate with Mary F. DeFord as her sole devisee; John Green, who left the following children: Bernice White, Madie Green, Grace Turner, Perry Green, all of whom are single, Gilmore Green, who is married to Beulah Green, and Rachel Opher, who is married to Norman Opher, the said John Green having died intestate; Charles Green, who died intestate and left the following children: Wavia Q. Mealey and William Green, who is married to Lucille; George A. Green, who died intestate and left the following children: Blanch Austin, Mrs. John H. Clark, widow, Carrie G. Moning, widow, Catherine G. Roberts, who is married to Steve Roberts, and Edwin A. Green, who is unmarried; and Eliza Green, who died a widow, intestate and left the following children: Ernest Brown, widower, James B. Brown, who is married to Eva Brown, William H. Brown, who is now deceased and his heirs at law are unknown, John Brown, who died intestate and left surviving as his only heirs at law Arthur Brown, who is married to Blanche Brown, Margaret B. Epps, who is now deceased and her heirs at law are unknown, Henrietta Brown, who is now deceased and her heirs at law are unknown, and Annie E. Lee, who died intestate and whose husband is also dead, leaving the following children: Henry Lee, who is married to Estella Lee, William Lee, whose whereabouts is unknown, and it is unknown as to who his heirs may be, Arthur Lee, who is married to Omega Lee, Sidney E. Lee, who is married to Violetta Lee, Ira Lee, unmarried, Richard Lee, unmarried, Arnetta Lee, unmarried, and Phyllis Lee Walley, divorced. That the above named persons are the sole descendants of the Perry J. Green, also known as Pere J. Green.

The additional named persons are also descendants of the said Perry J. Green, also known as Pere J. Green: Pearl E. Battle, widow, Marian Smith and Jerome Smith, her husband, George O. Wicks and Fannie Wicks, his wife, Joseph E. Wicks, unmarried, Charles Norman Wicks, unmarried, and James Green and Eleanor Green, his wife.

14. That the plaintiffs since 1920, either by themselves or with a co-tenant up to the present time and even their predeceasors in title from the year 1893, have entered upon said property and occupied the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, whether the same be legal or equitable, that is to say, from 1893 until 1917 by Mary E. Washington, and from 1917 until 1920 by Mary F. DeFord, during part of the year 1920 by Archey C. New, and from 1920 to 1947 with Ernest Brown and the said James B. Brown as tenants in common, and from 1947 until the present time by the said James B. Brown and Eva Brown, his wife, and no other person has ever claimed any interest in said land.

15. That the plaintiffs, since the year 1920, since they have owned said real estate, the subject of this suit, have never made any payment on the principal or interest on the mortgage held by Philip H. Tuck on said land since the year 1893 and have never acknowledged the existencne of any debt due under said mortgage, that no demand for payment has ever been made upon the plaintiffs by the said Philip H. Tuck, his personal representatives and assigns, and since said mortgage is more than 20 years old, the plaintiffs herein allege and state that the same is presumed to have been paid.

16. That during the month of March, 1965, the plaintiffs, who still occupy the aforesaid real estate, did enter into a contract of sale for a part of the aforesaid described parcels with Martin H. Rodney and Olga H. Rodney, his wife, and said vendees have refused to accept title to said real estate until said title is cleared by order of this Honorable Court decreeing that title to the same shall be vested in your plaintiffs, unencumbered by claims of others.

(a) That a copy of a plat of survey and private road of ingress and egress made by William R. Nuttle, Registered Surveyor, dated June, 1965, entitled "Plat of a Survey of a part of the James B. Brown Lands 4th District, Queen Anne's Co., Md. for Dr. Martin H. Rodney", are filed herewith and made a part hereof and marked Exhibits "M" and "N" respectively.

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

TO THE END, THEREFORE:

(1) That this Honorable Court enjoin the institution of prosecution of any action for the foreclosure of said mortgage or the collection of the debt originally secured thereby.

(2) That this Honorable Court decree said mortgage does not constitute a lien or cloud upon the title of said property.

(3) That the plaintiffs may, by decree of this Honorable Court, be made the absolute owners of said land and the perfect right to absolute disposition of the same as against the defendants in this suit.

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

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

And as in duty bound, etc.

J. Thomas Clark
114 North Commerce Street
Centreville, Maryland
Phone: Centreville 758-1392
Attorney for Plaintiffs

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

I HEREBY CERTIFY, that on this 25th day of October, 1965, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Thomas Clark, Agent for James B. Brown and Eva Brown, his wife, 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.

WITNESSETH my hand and Notarial Seal.

BETTY M. COMEGYS NOTARY PUBLIC QUEEN ANNE'S COUNTY

Betty M. Comegys
Notary Public

Filed Oct. 25, 1965

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Queen Anne's County, to wit: Be it remembered that on the fourth day of May in the year Eighteen hundred and Seventy four, the following Deed was brought to be recorded, to wit:

This Deed, made this second day of May in the year one thousand Eight hundred & Seventy four, by us Jacob C. Legg and Mary E. Legg his wife, of Kent Island Queen Anne's County, State of Maryland, Witnesseth; That for and in consideration of the Sum of one thousand Three hundred and fifty dollars we the said Jacob C. Legg and Mary E. Legg have granted, bargained and sold and by these presents do grant bargain & sell in fee Simple, to James Thomas Green John W. Green, Pere J. Green, Charles T. Green; Richard A. Green and George A. Green, All that Lot of land lying & being in Coxes Neck on Kent Island aforesaid called "Barren Ridge" & lately frequently called "Timber Landing" which is bounded on the north side by the lands of J. Carrow Tolson on the East by the road leading into Coxe's Neck on the South by the new road to the Steamboat Wharf, and on the west by Coxe's Creek, the N E & S. E. corners being marked by Stones set as boundaries; containing thirteen acres more or less; To them the said Grantees, to have & to hold in fee simple and the said grantors covenant that they will warrant generally & specially, the property hereby conveyed.

As witness our hands and seals

Witness;

JOHN C. TOLSON

JACOB C. LEGG (SEAL)

MARY E. LEGG (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, On this second day of May in the year one thousand Eight hundred and seventy four, personally appeared Jacob C. Legg and Mary E. Legg, his wife, before me, the Subscriber a Justice of the Peace in and for said County and did each then and there acknowledge the within deed to be their respective act;

Acknowledged before,

JOHN C. TOLSON, J. P.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber W.A.G.N. No. 1, folio 86, 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 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

EXHIBIT A
Filed Oct. 25, 1965.

EXHIBIT #12
Filed April 15, 1966

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Queen Anne's County, to wit: be it remembered that on the Sixth day of May, Eighteen hundred and Seventy eight, the following Deed was brought to be recorded, to wit:

THIS DEED, made this second day of May in the year one thousand Eight hundred and Seventy eight by me Charles Green of Kent Island Queen Anne's County State of Maryland, witnesseth, that in consideration of the sum of Three hundred and Eighteen dollars and thirty four cents, I the said Charles Green do hereby grant unto James T. Green, Perry J. Green, John W. Green, Richard A. Green, and George A. Green of said County and State all my interest in a tract or parcel of land, in which I have a one sixth interest, being and lying in Coxes Neck on Kent Island, in said County and State, called and known by the "Timber Landing Lot", containing 12 acres of land more or less in fee simple, and I do covenant with the said James T. Green, Perry J. Green, John W. Green, Richard A. Green and George A. Green to warrant generally & specially the property hereby conveyed

Witness my hand & seal

TEST:)
)
JNO. O. PHILLIPS)

his
CHARLES X GREEN (SEAL)
mark

State of Md. Queen Anne's Co, Sct: I hereby certify that on this 2nd day of May in the year 1878, before me the Subscriber, one of the Justices of the Peace of said State, in and for the county aforesaid personally appeared Charles Green and acknowledged the aforegoing deed to be his act.

JOHN O. PHILLIPS J. P.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.W. No. 8, folio 185, 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 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

EXHIBIT B
Filed Oct. 25, 1965

EXHIBIT #13
Filed April 15, 1966

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Queen Anne's County, to wit: be it remembered that on the fourteenth day of December, Eighteen hundred and Seventy Seven, the following Deed was brought to be recorded, to wit:

THIS DEED made this 20" day of November in the year 1877, by us, J. Carrow Tolson and Etta C. Tolson, his wife of Kent Island, Queen Anne's County, State of Maryland, Witnesseth that in consideration of the Sum of Five hundred dollars, we do hereby bargain and sell unto James T. Green, Perry J. Green, John W. Green, George A. Green and Richard Green, all of said County and State the following property, in fee simple, Situated in Coxe's Neck on Kent Island, State and County aforesaid & more particularly described as follows, beginning at a Stone boundary on the west side of the main road leading down said Coxe's Neck at the Southern portion of the said J. Carrow Tolson's farm upon which he now resides, and extending westerly to a Stone boundary on the Coxe's Creek Shore 55 perches, thence Southerly along the Shore of said Creek until it intersects the said Green's Lot known & called by the name of "Timber Landing lot", 18½ perches, thence Easterly along the line of the said Timber Landing Lot to the said main road leading down Coxe's Neck 55 perches thence Northerly up the said main road to place of beginning 18 perches, containing within said meets & bounds 6 acres 1 Rood & 4 Perches of land, more or less, & we do hereby further covenant to warrant and defend generally and Severally the property hereby conveyed

Witness our hands and seals, the day and date above mentioned

TEST)
)
JOHN O. PHILLIPS)
)
)

J. CARROW TOLSON (SEAL)

ETTIE C. TOLSON (SEAL)

State of Maryland, Queen Anne's Co; Sct: I hereby certify that on this _____ day of Nov. in the year 1877, before me the Subscriber, one of the Justices of the Peace of said State in and for the County aforesaid, personally appeared J. Carrow Tolson & Etta C. Tolson, his wife and did acknowledge the aforegoing to be their respective act & deed

JOHN O. PHILLIPS J. P.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.W. No. 7, folio 376, 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 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

EXHIBIT C
Filed Oct. 25, 1965

EXHIBIT #14
Filed April 15, 1966

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QUEEN ANNE'S COUNTY, to wit: Be it remembered, that on the Twenty second day of June, in the year One Thousand eight hundred and ninety one, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this Twelfth day of June in the year One Thousand eight hundred and ninety one, by Richard R. Green, John W. Green and Mary Green, his wife, George A. Green and Mary Green his wife, James T. Green and Rachel E. Green his wife, of Queen Annes County, in the State of Maryland: Whereas the said Richard R. Green, John W. Green, George A. Green and James T. Green, are indebted unto Philip H. Tuck of Baltimore City in said State, Attorney as set forth in the proceedings entitled "In the Matter of the sale of the Mortgaged Real Estate of Mary E. Legg", Number 993 on the Equity Docket of the Circuit Court for Queen Anne's County in said State, in the sum of Three Thousand two hundred and ninety four dollars and ninety three cents with interest from June 28" 1890, being the balance of the purchase money for the real estate sold them in said cause, and it is the purpose of said parties to further secure the said sum by the execution of these presents-

Now therefore in consideration of the premises and the sum of five dollars, the said Richard R. Green, John W. Green and Mary Green his wife, George A. Green and Mary Green his wife, James T. Green and Rachel M. Green, his wife, do hereby bargain and sell and grant and convey unto the said Philip H. Tuck, Attorney as aforesaid, absolutely and in fee simple, the following personal property and real estate to wit: Wheat crop and corn crop now growing on the aforesaid real estate sold as aforesaid to said grantors or Mortgagors in the aforesaid cause, situate on Kent Island in said County, one horse Friday, one horse Horace Greely, one mare Emma, one horse Cypress, one Colt Tom, one colt Jerry, yoke of Steers and two cows, and all that Lot or parcel of land, situate on said Kent Island, on the public road in Coxes Neck and on Coxes Creek, and where the said Rachel M. Green now resides, containing nineteen acres of land, more or less.- It is expressly agreed and understood that nothing contained in this Mortgage shall operate to prevent the said Philip H. Tuck, Attorney his successors or assigns, from selling at any time the real estate sold said Mortgagors or any of them in the aforesaid cause, to enforce the vendors lien for the unpaid purchase money. Together with the buildings and improvements thereupon; and the rights, roads, ways waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. To have and to hold the aforesaid parcel of ground and premises and personal property unto and to the proper use and benefit of said Philip H. Tuck, Attorney, his successors and assigns forever.

Provided, that if the said Mortgagors aforenamed, their respective heirs, personal representatives or assigns, shall pay unto the said Philip H. Tuck, Attorney as aforesaid, his successors or assigns the aforesaid sum of Three Thousand two hundred and ninety four dollars and ninety three cents on or before the first day of September 1892, and the interest thereon annually from June 28" 1890, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And the said Mortgagors covenant and agree that they will deliver to said Philip H. Tuck, Attorney his successors or assigns the aforesaid wheat and corn crops as harvested, to be sold in his or their discretion, and the net proceeds of sales of same to be applied on the aforesaid Mortgage debt. And it is agreed, that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable:

EXHIBIT D
Filed Oct 25, 1965

EXHIBIT #9
Filed April 15, 1966

and it shall be lawful for the said Philip H. Tuck, Attorney as aforesaid his successors and assigns, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns: and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of Sale, in some newspaper printed in said Queen Anne's County, and such other notice as by the said Mortgagee his successors or assigns may be deemed expedient and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland: secondly to the payment of all claims of thesaid Mortgagee his successors and assigns under this Mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

Witness, the hands and seals of the said Mortgagors.

Test:
JOHN R. BENTON as to)
all except Jas. T. Green)
HENRY J. CRIPPEN as to)
James T. Green)

his
RICHARD R. X GREEN (SEAL)
mark
his
JOHN W. X GREEN (SEAL)
mark
her
MARY X GREEN (SEAL)
mark

GEORGE A. GREEN (SEAL)

MARY GREEN (SEAL)

his
JAMES T. X GREEN (SEAL)
mark

RACHEL E. GREEN (SEAL)
Rachel E. Green

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this Twelfth day of June in the year One Thousand eight hundred and ninety one, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Richard R. Green, John W. Green, Mary Green his wife, George A. Green, Mary Green his wife, and Rachel E. Green, and did each acknowledge the foregoing Mortgage to be their respective act; and now at the same time, before me, personally appeared also Philip H. Tuck the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bonafide as therein set forth. - JOHN R. BENTON, J.P.

State of Delaware, New Castle County, to wit: I hereby certify, that on this Seventeenth day of June, in the year One Thousand eight hundred and ninety one, before the subscriber, a Notary public of the State of Delaware, in and for New Castle County aforesaid, personally appeared James T. Green, and he acknowledged the foregoing Mortgage to be his act: and now at the same time, before me, personally appeared also Philip H. Tuck the within named Mortgagee, 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.

Notary
Public Seal.

In Testimony Whereof I have hereunto affixed my official seal this seventeenth day of June A.D. 1891.

HENRY J. CRIPPEN
Notary Public

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

I hereby certify that the aforegoing is truly taken and copied from Liber W.D. No. 6, folio 10, 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 21st day of October, in the year nineteen hundred and sixty five.

Charles W. Cecil
Clerk.

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Queen Anne's County, to wit: Be it remembered, that on the Fifth day of August, in the year One Thousand eight hundred and ninety three, the following Deed was brought to be recorded, to wit:

This Deed, made this Fourth day of August, in the year One Thousand eight hundred and ninety three, by James T. Green and Rachel Green his wife, John W. Green and Mary Green his wife, Richard A. Green and George A. Green and Mary Green his wife, of Queen Annes County, in the State of Maryland

Whereas the said Jas. T. Green, John W. Green, Richard A. Green and George A. Green, are indebted to their sister Mary Washington, in the sum of eight hundred and eighty six dollars and twenty three cents, upon a promissory note, dated the 17" day of June A.D. 1889, payable twelve months after date, with interest from the 17" of June 1890, and secured by a Mortgage of the property hereinafter described, together with $70.06 with interest thereon, paid by her for taxes on said property; and

Whereas the said Jas. T. Green and others, as above named being desirous to pay the said indebtedness, but being unable so to do, and also believing that the said indebtedness is fully the value of the said mortgaged property or more, do hereby agree to convey all their right, title and interest in the same to the said Mary Washington in full liquidation of said indebtedness the said Mary Washington agreeing on her part to accept the conveyance of said property on the said terms and conditions

Now This Deed Witnesseth; that in consideration of the premises and the sum of five dollars, the said James T. Green and Rachel Green his wife, John W. Green and Mary Green his wife Richard A. Green and George A. Green and Mary Green his wife do grant unto the said Mary Washington, of Baltimore City, Maryland, her heirs and assigns, in fee simple, All that tract, lot, piece or parcel of Ground, situate, lying and being in Queen Anne's County, State of Maryland, aforesaid, and described as follows, to wit: Beginning for the same at a Stone boundary on the West side of the main road leading down said Coxes Neck at the Southern portion of J. Carrow Tolson's farm, and extending westerly to a stone boundary on the Coxe's Creek shore 55 perches, thence Southerly along the shore of said Coxes Creek until it intersects the said Green's lot known and called by the name of "Timber Landing Lot", 18½ perches, thence Easterly along the line of the said "Timber Landing Lot," to the said main road leading down Coxes Neck 55 perches, thence Northerly up the said main road to place of beginning 18 perches - containing 6 acres 1. rood and 4 square perches of land, more or less - It being the same lot of land which was conveyed to the said James T. Green et al, by J. Carrow Tolson and wife, by Deed bearing date the twentieth day of November, Eighteen hundred and seventy seven and recorded in Liber J.W. No. 7, folios 376 one of the Land Record Books for Queen Anne's County.

Also all that lot of land situate in Coxes Neck on Kent Island on the west side of the public road known as the Coxes Neck road called and known as the "Timber Landing Lot," containing Twelve acres of land, more or less, and adjoining the Lot of land hereinbefore described - they being the same tracts or pieces of ground that were conveyed by Mortgage as aforesaid from the said James T. Green and others to the said Mary Washington, dated the 17" of June 1889, and recorded in Liber W.D. No. 3, folio 217 &c, one of the Land Records of Queen Anne's County - 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 anywise appertaining. To Have and to Hold the tract, lot, piece or parcel of Ground and premises above described or

EXHIBIT E
Filed Oct 25, 1965

EXHIBIT #15
Fld April 13, 1966

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 Mary Washington, in fee simple, And the said James T. Green and wife, John W. Green and wife, Richard A. Green and George A. Green and wife, covenant that they will warrant specially the property hereby granted, 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:

JOHN O. PHILLIPS

JAMES his X mark T. GREEN (SEAL)

RACHEL her X mark GREEN (SEAL)

JOHN W. his X mark GREEN (SEAL)

MARY her X mark GREEN (SEAL)

RICHARD A. his X mark GREEN (SEAL)

GEORGE his X mark A. GREEN (SEAL)

MARY her X mark GREEN (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify, that on this Fourth day of August, in the year One Thousand eight hundred and ninety three, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, aforesaid, personally appeared James T. Green, Rachel Green, John W. Green, Mary Green Richard A. Green, George A. Green & Mary Green, and acknowledged the foregoing Deed to be their act.

JOHN O. PHILLIPS, J. P.

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 4th day of August 1893, before me, the subscriber, one of the Justices of the Peace of said State, in and for the County aforesaid, personally appeared Mary Washington and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as set forth.

JOHN O. PHILLIPS, J. P.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber L.D. No. 2, folio 94, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

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LAST WILL AND TESTAMENT

OF

MARY E. WASHINGTON.

I, Mary E. Washington, of Baltimore City, and State of Maryland, being of sound and disposing mind, memory and understanding, make and declare this to be my last Will and Testament.

After the payment of all my just debts and Funeral expenses, I give, devise and bequeath my estate as follows:

I give and Bequeath to my Niece, Mary Frances De Ford, all my estate of whatever kind, I am possessed, real, personal or mixed, wherever situated. I constitute and appoint Mary Frances De Ford, without Bond, to be the Executrix of this my last Will and Testament, hereby revoking all other Wills by me heretofore made.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 15th day of June 1917.

MARY E. her x mark. WASHINGTON. (SEAL)

Signed, sealed and delivered by the above named Testator, as and for her last Will and Testament, in the presence of us, who at her request, in the presence of each other, have hereunto subscribed our names as witnesses.

ANNIE TURKS. (SEAL)

HATTIE M. WHITE. (SEAL)

EXHIBIT F

Filed Oct 25, 1965

EXHIBIT # 10

Filed April 15, 1966

Baltimore City, ss.

On the 21st, day of June, 1917, came Mary F. De Ford

and made oath in due form of law, that she does not know of any Will or Codicil of Mary E. Washington late of said City, deceased, other than the above instrument of writing, and that she received this Will from Testatrix: "Notice", and that Testatrix departed this life

on the 17th, day of June, 1917.

SWORN TO in open Court.

TEST: HOWARD W. JACKSON.
Register of Wills for Baltimore City.

Baltimore City, ss.

On the 21st. day of June, 1917, came Annie Turks

and

Hattie M. White

the two subscribing witnesses to the aforegoing last Will and Testament of Mary E. Washington late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

SWORN TO in open Court.

TEST: HOWARD W. JACKSON.
Register of Wills for Baltimore City.

In the Orphans' Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Mary E. Washington, late of Baltimore City, deceased, ~~together with~~ ~~the Codicil thereto attached~~ and also evidence adduced as to its validity, Orders and Decrees, this 21st. day of June, 1917, ~~etc.~~, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Mary E. Washington, deceased.

JUDGES { MYER J. BLOCK
HARRY C. GAITHER
WILLIAM M. DUNN

5000—6-31

State of Maryland,

BALTIMORE CITY, ss.

I, JOHN H. BOUSE, 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 aforegoing is a true and full copy of the Last Will and Testament of Mary E. Washington, late of said city, deceased, to-gether with the proofs and probate thereof , etc., taken from Wills, Liber H.W.J. No.126, folio 247, &c., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 18th. day of January, in the year of our Lord nineteen hundred and thirty-five.

John H. Bouse

Register of Wills for Baltimore City.

5000—6-31

LIBER 2 PAGE 18

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 aforegoing is a true copy of Certified Copy (filed for Record) of the last Will and Testament of MARY E. WASHINGTON, late of late of Baltimore City, Maryland, deceased,

as filed ~~and passed~~ in this office on January 21, 1935

and recorded in Liber W.T.B. No. 3 Folio 498

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 21st day of October 19 65.

Dorothy E. Connolly

Register of Wills for Queen Anne's County, Maryland

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#7778. 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 the twenty seventh day of May, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 29th. day of April, 1920, by and between Mary Frances DeFord and William DeFord, her husband, of the City of Baltimore, State of Maryland, of the first part, John W. Green and ~~George W. Green and~~ George A. Green, of Queen Anne's County, State of Maryland, of the second part, and Archey C. New, of the City of Baltimore, State of Maryland, of the third part.

WITNESSETH that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mary Frances DeFord and William DeFord, her husband, do hereby grant and convey unto Archey C. New his heirs and assigns, in fee simple forever, all that lot, tract or parcel of ground in Coxe's Neck in the Fourth Election Disrrict of Queen Anne's County, State of Maryland, which is more particularly described by metes and bounds in a deed from John W. Green, George A. Green and others to Mary Washington dated the 4th. day of August, 1893, and recorded in the Land Records of Queen Anne's County in Liber L.D. No. 2, folio 84, and being or embracing also the same lot of ground which is described in a mortgage from John W. Green and others to the said Mary Washington dated the 17th. day of June, 1889, and recorded in the Land Records of said county in Liber W.D. No. 3, folio 217. Title to said lot or tract of ground being vested in the said Mary Frances DeFord under and by virtue of the Last Will and Testament of the said Mary Washington which was admitted to probate in the Orphan's Court of Baltimore City on or about the 22nd. day of June, 1917, and which is recorded in the office of the Register of Wills of Baltimore City, a certified copy whereof is also recorded in the office of the Register of Wills of Queen Anne's County prior hereto.

And this deed further witnesseth that, in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged the said John W. Green and George A. Green do hereby grant and convey unto the said Archey C. New, his heirs and assigns forever, in fee simple, all their right, title, interest claims or demands in and to the said tract or parcel of ground hereinabove conveyed to which they may now, or may hereafter in any manner whatsoever, be entitled or acquire.

TOGETHER with the buildings and improvements thereupon erected and all the rights, ways, easements, privileges, rents, profits and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot, tract or parcel of ground and premises and also all the rights, title and interest of the said John W. Green and George A. Green thereto or therein, unto the said Archey C. New, his heirs and assigns, in fee simple forever.

And the said parties of the first and second part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite and necessary.

As witness the hands and seals of the said grantors.

Test: (as to Mary Deford and husband)
Frances T. Bannon.

(as to John W. Green and George A. Green)
E.M. Forman

Mary F. DeFord (SEAL)

William DeFord (SEAL)

his
John W. X Green (SEAL)
mark

George A. Green (SEAL)

EXHIBIT G
filed Oct. 25. 1965

EXHIBIT # 16
filed April 15, 1966

STATE OF MARYLAND,
CITY OF BALTIMORE.

I hereby certify that, on this 29th. day of April, 1920, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary Frances DeFord and William DeFord, her husband, and they did severally acknowledge the foregoing instrument to be their act and deed.

As witness my hand and seal.

Frances T. Bannon.
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND.
QUEEN ANNE'S COUNTY, SS.

I hereby certify that on this 3rd. day of May, 1920, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John W. Green and George A. Green, and they did severally acknowledge the foregoing instrument to be their act and deed.

As witness my hand.

One One Dollar Internal Revenue Stamp, endorsed:

Ezekiel M. Foreman.
Justice of the Peace.

M.F.DeF. Apr. 19-1920

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 4, folio 450, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

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#7779. 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 the twenty seventh day of May, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 7th. day of May, 1920, by and between Archey C. New and Evelyn J. New, his wife, of the City of Baltimore, State of Maryland, of the first part, and Ernest Brown and James Blain Brown, of Queen Anne's County, State of Maryland, of the second part.

WITNESSETH that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Archey C. New and Evelyn J. New, his wife, do hereby grant and convey unto Ernest Brown and James Blain Brown, their heirs and assigns, in fee simple, forever, all that lot, tract or parcel of ground in Coxe's Neck in the Fourth Election District of Queen Anne's County, State of Maryland, which is more particularly described by metes and bounds in a deed from John W. Green, Geo. A. Green and others to Mary Washington, dated the 4th. day of August, 1893 and recorded in the land records of Queen Anne's County in Liber L.D. No. 2 folio 94, and being or embracing also the same lot of ground which is described in a mortgage from John W. Green and others to the said Mary Washington dated the 17th. day of June, 1889, and recorded in the Land Records of said county in Liber W.D. No. 3, folio 217. Being the same lot or tract of ground which is mentioned or described in a deed from Mary Frances De-Ford, and William DeFord, her husband, John W. Green and George A. Green, to the said Archey C. New, dated the 29th. day of April 1920, and recorded or intended to be recorded in the Land Records of Queen Anne's Countu immediately prior hereto.

TOGETHER with the buildings and improvements thereupon erected and all the rights, ways, easements, privileges, rents, profits, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot, tract, or parcel of ground and premises unto the said Ernest Brown and James Blain Brown, their heirs and assigns in fee simple forever. And the parties of the first part hereby covenant that they will execute such other and further assurances of the same as may be requisite and necessary.

As witness the hands and seals of the said grantors.

Test: Frances T. Bannon.

Archery C. New. (SEAL)

Evelyn J. New. (SEAL)

STATE OF MARYLAND.
CITY OF BALTIMORE, SS.

I hereby certify that on this 14th. day of May, 1920, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Archey C. New, and Evelyn J. New, his wife, and they acknowledged the foregoing instrument to be their respective act and deed.

As witness my hand and Notarial seal.

Notary
Public
Seal.
One Two Dollar Internal
Revenue Stamp endorsed
ACN. May 17 1920

Frances T. Bannon.
Notary Public.

EXHIBIT H
Filed Oct 25. 1965

EXHIBIT #4
Filed April 15. 1966

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 4, folio 451, 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 21st day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

G-17
Lib. 362
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#25,657. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of June in the year nineteen hundred forty seven, the following Deed of Partition was brought to be recorded, to wit:-

THIS DEED OF PARTITION, made this 18th day of June, 1947, by and between Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, all of Queen Anne's County, State of Maryland, but the said Eva V. Brown being in New York City at the time of the execution hereof.

WHEREAS the said Ernest Brown and James Blaine Brown are the owners, as tenants in common, of the tract of land known as "Timber Landing" situate, lying and being in Coxes Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, containing 18 acres of land, more or less, the same having been conveyed unto them by Archey C. New and Evelyn J. New, his wife, by deed dated May 7th, 1920, recorded in Liber J.F.R. No. 4, folio 451, a land record book for Queen Anne's County.

AND WHEREAS the said Ernest Brown and James Blaine Brown have decided to make a partition in kind of the aforesaid land in the manner hereinafter set forth.

Now, therefore, in consideration of the premises and of the conveyance hereinafter contained from said James Blaine Brown to him, the said Ernest Brown, and Ada Brown, his wife, do hereby grant and convey unto the said James Blaine Brown, his heirs and assigns, all of the said Ernest Brown's right, title, interest and estate in and to that part of said "Timber Landing" property which is described as follows:

Parcel No. 1.- Beginning for the same at a Gum tree standing on the west side of the Coxes Neck Road at a point where this parcel corners with the parcel which is to belong to Ernest Brown, and running thence with said road North 26 degrees 45' East 322 feet to the Raymond land, thence with said Raymond land North 63 degrees 30' West 910 feet to a stake driven in the ground on the bank of Coxes Creek thence by the same course to the mean low water line of Coxes Creek, thence with said mean low water line in a southerly direction to the line of the parcel which Ernest Brown is to have, thence with said Ernest Brown's part of Timber Landing, and leaving the shore line, South 73 degrees 15' East 1093 feet more or less, to the place of beginning, containing 8.4 acres of land, more or less.

Parcel No. 2.- Beginning for the same at a point on the shore of Coxes Creek where the north side of the "Timber Landing" road, if projected, would meet the low water line of said Creek, and running thence back with said north side of said "Timber Landing" Road projection South 87 degrees East to a stake on the bank of said Creek, and thence continuing the same course and still with said road 155 feet to the west side of a ten foot private driveway (hereinafter more particularly described)leading to parcel No. 1 above, thence with the same North 6 degrees 45' East 137 feet to a stake and the parcel which Ernest Brown is to have, thence with the same North 87 degrees West 175 feet to a stake on the bank of Coxes Creek thence continuing the same course to mean low water line of Coxes Creek, and thence with

said mean low water line in a southerly direction to the place of beginning, containing 6/10 of an acre of land, more or less.

Together with the buildings and improvements thereupon erected, made or being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining, and also together with the right of way to the said James Blaine Brown, his heirs and assigns, their agents, servants, and employees, to pass to and from the aforesaid Parcel No. 1, over that part of the said "Timber Landing" property which is hereinafter described and conveyed to Ernest Brown, by means of a roadway ten feet in width extending from the "Timber Landing" Road to Parcel No. 1 aforesaid and located as follows: Beginning for the same on the North side of the Timber Landing road at the southeast corner of the lot hereinbefore described as James Blaine Brown's Parcel No. 2 and running thence with the east line of said Parcel No. 2 North 6 degrees 45' East 137 feet to the southeast corner of what is hereinafter described as Ernest Brown's parcel No. 2, and thence with the same North 25 degrees 30' East 344 feet to James Blaine Brown's Parcel No. 1, aforesaid, thence with same south 73 degrees 15' East 10 feet thence back with the said Ernest Brown's Parcel No. 1 South 25 degrees 30' West 344 feet and thence South 6 degrees 45' West 137 feet to the Timber Landing road, thence with the same North 87 degrees West 10 feet to the place of beginning, said roadway to be used in common by the said James Blaine Brown and Ernest Brown, their heirs and assigns.

Reserving nevertheless unto the said Ernest Brown (personally but not to his heirs or assigns) the right to use, in common with the said James Blaine Brown, his heirs and assigns, a certain artesian well presently located in and upon said Parcel No. 2 and to enter upon said lot for the purpose of using, repairing and maintaining said well or the pump or water line thereof.

AND in consideration of the premises and the conveyance hereinbefore made, the said James Blaine Brown, and Eva V. Brown, his wife, do hereby grant and convey unto the said Ernest Brown, his heirs and assigns, all of the said James Blaine Brown's right, title interest and estate in and to that part of said "Timber Landing" property which is described as follows:

Parcel No. 1.- Beginning for the same at a point 3 feet from the center of a ditch on the north side of the Timber Landing Road and on the west side of the Coxes Neck Road, and running thence with said Coxes Neck road north 24 degrees East 290 feet to a Gum tree and the land of James Blaine Brown, hereinbefore described as James Blaine Brown's parcel No. 1, thence with same north 73 degrees 15' West 881 feet to the ten foot right of way hereinbefore described, thence with same South 25 degrees 30' West 344 feet, thence South 6 degrees 45' West 137 feet to the north side of the Timber Landing Road, and 3 feet from the center of the ditch thence with the same south 87 degrees East 95 feet, thence South 86 degrees 15' East 728 feet to the place of beginning, containing seven and four-tenths (7.4) acres of land, more or less.

Parcel No. 2.- Beginning for the same at the southwest corner of this parcel where it adjoins the lot hereinbefore described as James Blaine Brown's Parcel No. 2, at the mean low water line of Coxes Creek, and running thence with said James Blaine Brown's Parcel No. 2, South 87 degrees East to a stake on the bank, thence still with said James Blaine Brown's Parcel No. 2 and continuing the same course 175 feet to the west side of the 10 foot right of way hereinbefore described, thence with same North 25 degrees 30' East 344 feet to James Blaine Brown's Parcel No. 1 thence with the same North 73 degrees 15' West 202 feet to a stake on the bank of Coxes Creek, thence continuing the same course to the mean low water line of said creek, thence with said mean low water line in a southerly direction to the place of beginning, containing one and six-tenths (1.6) acres of land, more or less.

Together with the buildings and improvements thereupon erected, made or being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any ways appertaining, and also together with the right to the said Ernest Brown, his heirs and assigns, their agents, servants and employees to use the 10 foot right of way, hereinbefore described, in common with the said James Blaine Brown as aforesaid.

AND the said Ernest Brown and James Blaine Brown do each hereby covenant that they have not done any act, matter or thing to encumber their respective undivided interests in the land hereby conveyed, that they will each warrant specially the title to his respective undivided interest in said land and that they will execute such other and further assurances thereof as may be requisite or necessary.

Witness our hands and seals, the day and year hereinfirst above written.

Test:

J. CARL STARKEY
J. Carl Starkey

ERNEST BROWN (SEAL)
Ernest Brown

EXHIBIT 1
Filed Oct 25, 1965

EXHIBIT #3 Filed April 5, 1966

J. CARL STARKEY
J. Carl Starkey

ADA BROWN (SEAL)
Ada Brown

J. CARL STARKEY
J. Carl Starkey

JAMES BLAINE BROWN (SEAL)
James Blaine Brown

CLIFFORD E. LICORISH
Clifford E. Licorish

EVA V. BROWN (SEAL)
Eva V. Brown

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

THIS IS TO CERTIFY that on this 18th day of June, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ernest Brown and Ada Brown, his wife, and James Blaine Brown, and acknowledged the aforegoing Deed of Partition to be their respective act.

IN TESTIMONY WHEREOF I have hereunto set my hand and notarial seal, the day and year herein last above written.

Notary
Public
Seal

J. CARL STARKEY
Notary Public

J. Carl Starkey

STATE OF NEW YORK)
)
NEW YORK COUNTY) TO WIT:

THIS IS TO CERTIFY that on this 21st day of June, 1947 before the subscriber, a Notary Public of the State of New York, in and for New York County, personally appeared Eva V. Brown, and acknowledged the Aforegoing Deed of Partition to be her act.

IN TESTIMONY WHEREOF I have hereunto set my hand and notarial seal, the day and year herein last above written.

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ublic
al

CLIFFORD E. LICORISH
Notary Public
CLIFFORD E. LICORISH
Notary Public in the State of New York, Residing in New York County
N.Y. Co. Clk's No. 69, Reg. No. 58-L-9
Certificates Filed in
Bronx Co. Clk's No. 7, Reg. No. 263-L-9
Commission Expires March 30, 1949

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. 17, folio 362, 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 22nd day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

ASG-17-364

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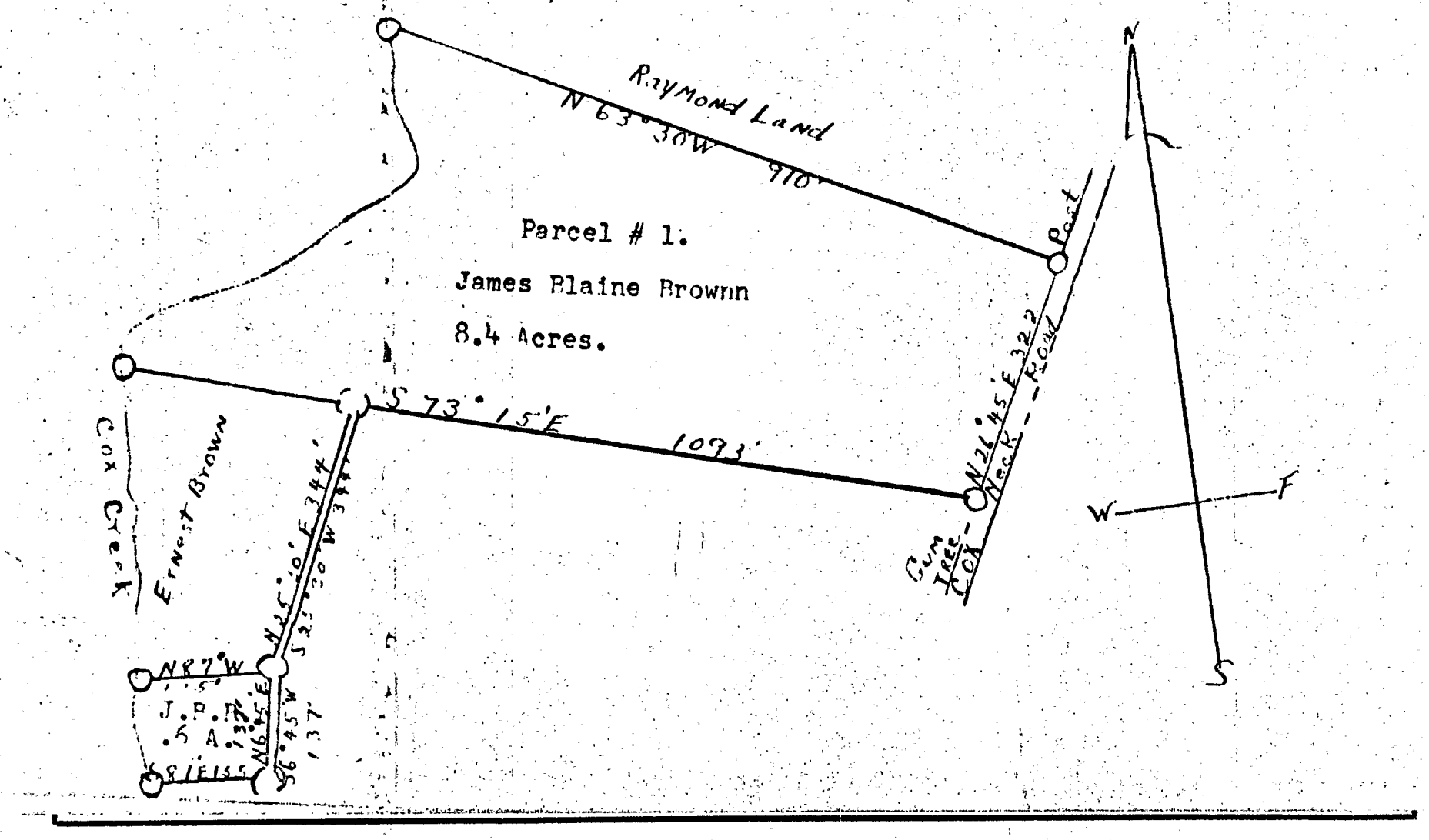
#25,658.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of June in the year nineteen hundred forty seven, the following Plat was brought to be recorded, to wit:-



Parcel # 1. THIS IS TO CERTIFY that I have this 16th day of May 1947 surveyed the following described parcels of land situate and being in the Fourth Election District of Queen Anne's County, State of Maryland.

Parcel # 1. BEGINNING for the outlines thereof at a Gum tree on the west side of Cox Neck Road, thence with same north 26 degrees 45 minutes east 322 feet to a post, thence with the Raymond land north 63 degree 30 minutes west 910 feet to a stake on bank of Cox Creek, thence to low water mark of said Creek, thence with low water mark of same to the north west corner of Ernest Bronwn land, thence with same south 73 degrees 15 minutes east to a stake on bank of Creek, thence continuing on same course 1093 feet to the place of beginning containing EIGHT AND FOUR TENTH (8.4) ACRES more or less.

Parcel # 2. BEGINNING for the outlines thereof at low water mark of Cox Creek, thence south 87 degrees east to a stake on bank of said Creek, thence continuing on same course 3 feet from center of ditch on the north side of Timber Landing Road 155 feet to the west side of a 10 foot private road, thence with same north 6 degrees 45 minutes east 137 feet to a stake, thence with land of Ernest Brown, north 87 degrees west 175 feet to a stake on bank of Cox Creek, thence to low water mark of same, thence with low water mark of said Creek to the place of beginning containing SIX TENTHS OF AN ACRE (.6) more or less.

JOHN C. FISHER
John C. Fisher, Surveyor,
Denton, Md.

Scale 1"200'

EXHIBIT J
Filed Oct 25, 1965

EXHIBIT # 5 Filed April 15, 1966

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

I HEREBY CERTIFY, that the aforegoing is truly raken and copied from Liber A.S.G.Jr. No. 17, folio 364, 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 22nd day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

139
G&G-19
39½
2.25

#25,07[illegible]. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty First day of November in the year nineteen hundred forty seven, the following Deed was brought to be recorded, to wit:-

52

THIS DEED made this seventh day of November in the year nineteen hundred forty seven by James Blaine Brown of Queen Anne's County, State of Maryland, and Eva V. Brown, his wife, being at this time in New York City in the State of New York, witnesseth:

That for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said James Blaine Brown and Eva V. Brown, his wife, do hereby grant and convey unto Nellie G. Meredith of Queen Anne's County, Maryland, her heirs and assigns in fee simple all the following described real estate, to wit:

ALL those lots or parcels of land which were a part of the tract called "Timber Landing" situate, lying and being in Coxes Neck in the Fourth Election District of Queen Anne's County, Maryland, which said parcels are more particularly described as follows:

Parcel No. 1. Beginning for the same at a Gum tree standing on the west side of the Coxes Neck Road at a point where this parcel corners with the parcel which --- belongs to Ernest Brown, and running thence with said road North 26 degrees 45' East 322 feet to the Raymond land, thence with said Raymond land North 63 degrees 30' West 210 feet to a stake driven in the ground on the bank of Coxes Creek thence by the same course to the mean low water line of Coxes Creek, thence with said mean low water line in a southerly direction to the line of the parcel which Ernest Brown owns - - - thence with said Ernest Brown's part of Timber Landing, and leaving the shore line, South 73 degrees 15' East 1093 feet more or less, to the place of beginning, containing 8.4 acres of land, more or less.

Parcel No. 2. Beginning for the same at a point on the shore of Coxes Creek where the north side of the "Timber Landing" road, if projected, would meet the low water line of said Creek, and running thence back with said north side of said "Timber Landing" Road projection South 87 degrees East to a stake on the bank of said Creek, and thence continuing the same course and still with said road 150 feet to the west side of a ten foot private driveway (hereinafter more particularly described) leading to parcel No. 1 above, thence with the same North 6 degrees 45' East 137 feet to a stake and the parcel which Ernest Brown owns - - -, thence with the same North 87 degrees West 175 feet to a stake on the bank of Coxes Creek thence continuing the same course to mean low water line of Coxes Creek, and thence with said mean low water line in a southerly direction to the place of beginning, containing 6/10 of an acre of land, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining, and also together with the right of way to the said Nellie G. Meredith, her heirs and assigns, their agents, servants and employees, to pass to and from the aforesaid Parcel No. 1, over that part of the said "Timber Landing" property which - belongs - - - - - - - - - - to Ernest Brown, by means of a roadway ten feet in width extending from the "Timber Landing" Road to Parcel No. 1 aforesaid and located as follows: Beginning for the same on the north side of the Timber Landing road at the southeast corner of the lot hereinbefore described as James Blaine Brown's Parcel No. 2 and running thence with the east line of said Parcel No. 2 North 6 degrees 45' East 137 feet to the southeast corner of what is ---------- described as Ernest Brown's parcel No. 2, and thence with the same North 25 degrees 30' East 400 feet to James Blaine Brown's Parcel No. 1, aforesaid, thence with the same South 73 degrees 15' East 10 feet thence back with the said Ernest Brown's Parcel No. 1 South 25 degrees 30' West 400 feet and thence South 6 degrees 45' West 137 feet to the Timber Landing road, thence with the same North 87 degrees West 10 feet to the place of beginning, said roadway to be used in common by the said Nellie G. Meredith and Ernest Brown, their heirs and assigns.

date the 18th day of June, 1947, and recorded in Liber A. S. G. Jr. No. 17 folio 362, a land record book for Queen Anne's County.

And the said James Blaine Brown and Eva V. Brown, his wife, do hereby covenant to warrant specially the title to the aforesaid real estate and to execute such other and further assurances thereof as may be requisite or necessary.

Witness our hands and seals the day and year herein first above written.

PAUL B. SMITH

JAMES BLAINE BROWN (SEAL)
James Blaine Brown

CLIFFORD E. LICORISH

EVA V. BROWN (SEAL)
Eva V. Brown

QUEEN ANNE'S COUNTY :
: To wit:
STATE OF MARYLAND :

This is to certify that on this 7th day of November 1947, before the subscriber, a Notary Public, of the State or Maryland, in and for Queen Anne's County, personally appeared James Blaine Brown and did acknowledge the within and aforegoing Deed to be his act and deed.

I hereunto set my hand and notarial seal affix the day and year herein last above written.

Notary
Public
Seal

PAUL B. SMITH
Notary Public.

My Commission Expires May 2, 1949.

CITY OF NEW YORK :
: To wit:
STATE OF NEW YORK :

This is to certify that on this 10th day of November 1947, before the subscriber, a Notary Public, of the State of New York, in and for the City of New York, personally appeared Eva V. Brown and did acknowledge the within and aforegoing Deed to be her act and deed.

I hereunto set my hand and notarial seal affix the day and year herein last above written.

CLIFFORD E. LICORISH
Notary Public

CLIFFORD E. LICORISH
Notary Public In the State of New York
Residing In New York County
N.Y. Co. Clk's No. 69, Reg. No. 58-L-9
Certificates Filed in
Bronx Co. Clk's No. 7, Reg. No. 268-L-9
Commission Expires March 30, 1949

(over)

LIBER 2 PAGE 31

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. 18, folio 392, 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 Ccunty, this 22nd day of October in the year nineteen hundred and sixty-five.

Charles W. Cecil
Clerk

#26,079. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty First day of November in the year nineteen hundred forty seven, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 11th day of November in the year nineteen hundred forty seven by Nellie G. Meredith, single lady, of Queen Anne's County, Maryland, witnesseth:

That for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the said Nellie G. Meredith, does hereby grant and convey unto James Blaine Brown and Eva V. Brown, his wife, as tenants by the entireties and not as tenants in common, their heirs and assigns, in fee simple all of the following described real estate, to wit:

ALL those lots or parcels of land which were a part of the tract called "Timber Landing" situate, lying and being in Coxes Neck in the Fourth Election District of Queen Anne's County, Maryland, which said parcels are more particularly described as follows:

Parcel No. 1. Beginning for the same at a Gum tree standing on the west side of the Coxes Neck Road at a point where this parcel corners with the parcel which ---- belongs to Ernest Brown, and running thence with said road North 26 degrees 45' East 322 feet to the Raymond land, thence with said Raymond land North 63 degrees 30' West 910 feet to a stake driven in the ground on the bank of Coxes Creek thence by the same course to the mean low water line of Coxes Creek, thence with said mean low water line in a southerly direction to the line of the parcel which Ernest Brown owns--- thence with said Ernest Brown's part of Timber Landing, and leaving the shore line, South 73 degrees 15' East 1093 feet more or less, to the place of beginning, containing 8.4 acres of land, more or less.

Parcel No. 2. Beginning for the same at a point on the shore of Coxes Creek where the north side of the "Timber Landing" road, if projected, would meet the low water line of said Creek, and running thence back with said north side of said "Timber Landing" Road projection South 87 degrees East to a stake on the bank of said Creek, and thence continuing the same course and still with said road 155 feet to the west side of a ten foot private driveway (hereinafter more particularly described) leading to parcel No. 1 above, thence with the same North 6 degrees 45' East 137 feet to a stake and the parcel which Ernest Brown owns ----, thence with the same North 87 degrees West 175 feet to a stake on the bank of Coxes Creek thence continuing the same course to mean low water line of Coxes Creek, and thence with said mean low water line in a southerly direction to the place of beginning, containing 6/10 of an acre of land, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining, and also together with the right of way to the said James Blaine Brown and Eva V. Brown, his wife, their heirs and assigns, their agents, servants, and employees, to pass to and from the aforesaid Parcel No. 1, over that part of the said "Timber Landing" property which belongs ----------to Ernest Brown, by means of a roadway ten feet in width extending from the "Timber Landing" Road to Parcel No. 1 aforesaid and located as follows: Beginning for the same on the North side of the Timber Landing road at the southeast corner of the lot hereinbefore described as James Blaine Brown's Parcel No. 2 and running thence with the east line of said Parcel No. 2 North 6 degrees 45' East 137 feet to the southeast corner of what is ---------- described as Ernest Brown's parcel No. 2, and thence with the same North 25 degrees 30' East 344 feet to James Blaine Brown's Parcel No. 1, aforesaid, thence with same south 73 degrees 15' East 10 feet thence back with the said Ernest Brown's Parcel No. 1 South 25 degrees 30' West 344 feet and thence South 6 degrees 45' West 137 feet to the Timber Landing Road, thence with the same North 87 degrees West 10 feet to the place of beginning, said roadway to be used in common by the said James Blaine Brown and Ernest Brown, their heirs and assigns.

Subject to the right of one Ernest Brown to use, in common with the said James Blaine Brown and Eva V. Brown, his wife, their heirs and assigns, a certain artesian well located upon the aforesaid Parcel No. 2, with the right to enter upon said lot for the purpose of using, repairing and maintaining said well or the pump or water line thereof.

Being the same real estate conveyed unto the said Nellie G. Meredith by the said James Blaine Brown and Eva V. Brown, his wife, by deed bearing date the day of 1947, and intended to be recorded among the land records of QUEEN ANNE'S County immediately prior hereto.

And the said Nellie G. Meredith does hereby covenant to warrant specially the title to the aforesaid real estate and to execute such other and further assurances thereof as may be requisite or necessary.

Witness my hand and seal the day and year herein first above written.

PAUL B. SMITH

NELLIE G. MEREDITH (SEAL)
Nellie G. Meredith

QUEEN ANNE'S COUNTY :
STATE OF MARYLAND : To wit:
:

This is to certify that on this 11th day of November 1947, before the subscriber, a Notary Public, of the State of Maryland, in and for Queen Anne's County, personally appeared Nellie G. Meredith and did acknowledge the within and aforegoing Deed to be her act and deed.

I hereunto set my hand and notarial seal affix the day and year herein last above written.

Notary
Public
Seal

PAUL B. SMITH
NOTARY PUBLIC

My Commission Expires May 2, 1949

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit: Be it remembered that on

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 18, folio 393, 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 22nd day of October in the year nineteen hundred and sixty-five.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

Charles W. Cecil
Clerk

EXHIBIT L
Filed Oct. 25, 1965

EXHIBIT # 2
Filed April 15, 1966

LIBER 2 PAGE 34

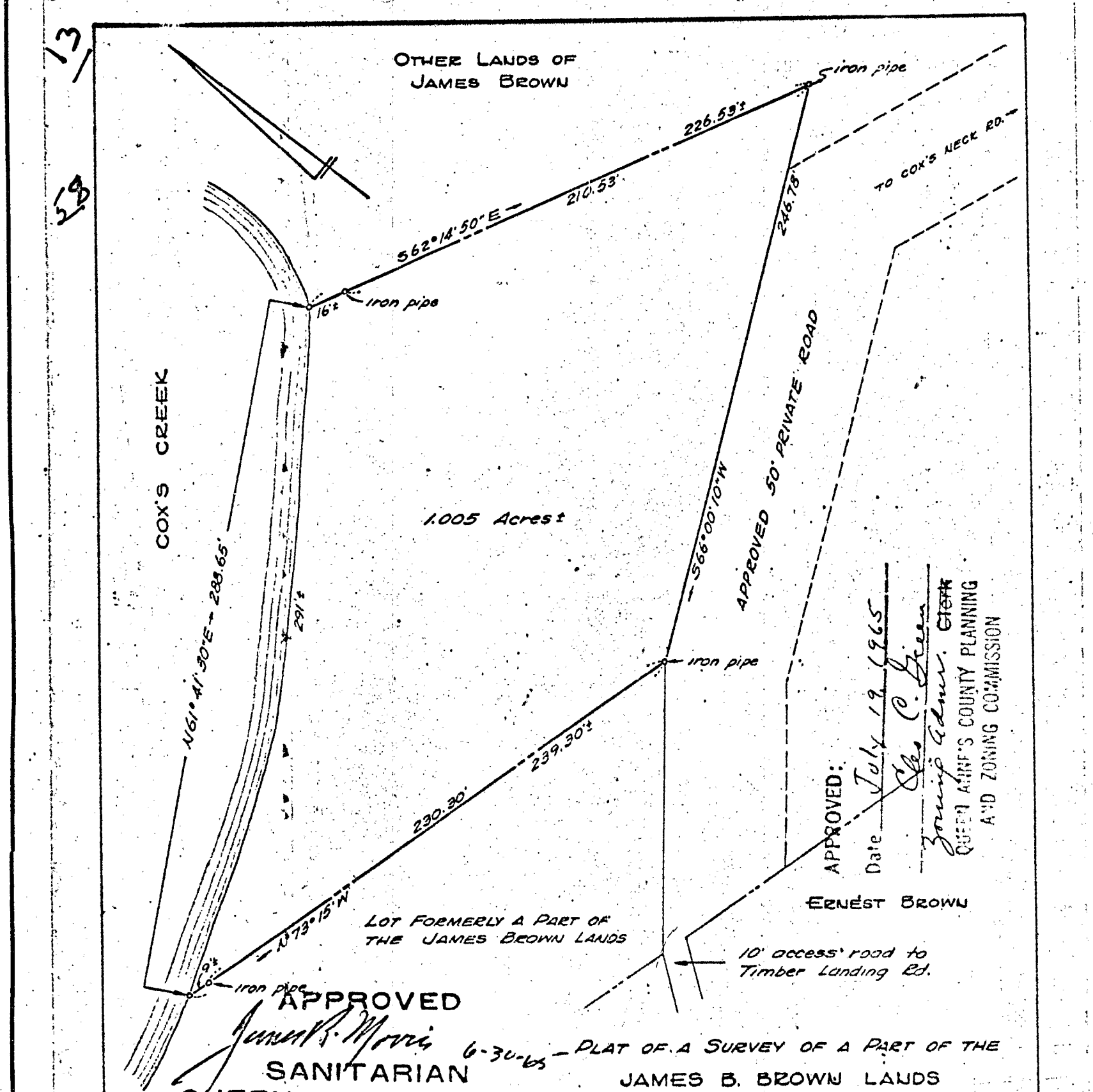
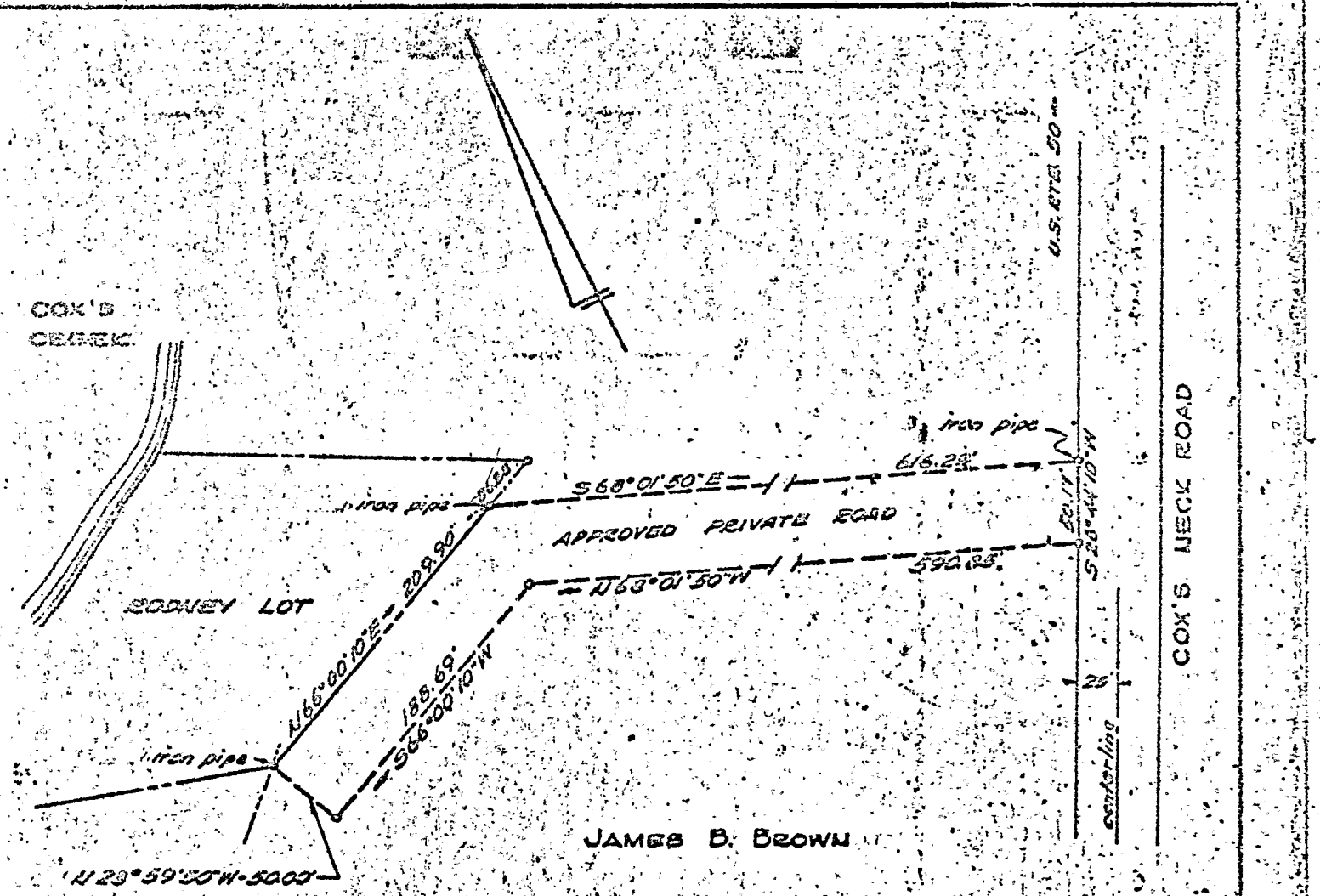


EXHIBIT M
Filed Oct. 25, 1965

EXHIBIT # 7
Filed April 15, 1966

C.14

5A



JAMES B. BROWN

APPROVED:
Date July 19, 1965
Clio C. Green
Zoning Administrator
QUEEN ANNE'S COUNTY PLANNING
AND ZONING COMMISSION

PLAT OF A SURVEY OF A
50' PRIVATE ROAD OVER THE
JAMES B. BROWN LANDS
4TH DISTRICT, QUEEN ANNES CO., MD.

Scale 1"=100' June 1965

William E. Nuttle, Reg. Surveyor
Chestertown, Md.

APPROVED
[illegible] 6-30-65
SANITARIAN
QUEEN ANNES COUNTY
HEALTH DEPT.

EXHIBIT N
Filed Dec. 6, 1965

EXHIBIT #8
Filed April 15, 1966

LIBER 2 PAGE 36

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 4737

JAMES B. BROWN and EVA BROWN, his wife,
Chester, Maryland
Plaintiffs

vs.

MARY F. DeFORD, 1008 Brantley Avenue, Baltimore 17, Maryland; ERNEST BROWN, Chester, Maryland; the unknown heirs, executors and administrators of WILLIAM H. BROWN, MARGARET B. EPPS, PERRY J. GREEN, nee PERE J. GREEN, HENRIETTA BROWN and WILLIAM LEE; ARTHUR BROWN and BLANCHE BROWN, his wife, 6802 Clearview Street, Philadelphia 19, Pennsylvania; HENRY LEE and ESTELLA LEE, his wife, 1514 North Pulaski Street, Baltimore, Maryland; ARTHUR LEE and OMEGA LEE, his wife, 3809 Calloway Street, Baltimore, Maryland; SIDNEY E. LEE and VIOLETTA LEE, his wife, 1615 St. Stevens, Baltimore, Maryland; IRA LEE, East New Market, Maryland; RICHARD LEE, East New Market, Maryland; ARNETTA LEE, East New Market, Maryland; PHYLLIS LEE WALLEY, Rock Hall, Maryland; WAVIA Q. MEALEY, 311 Congers Road; New City, New York; WILLIAM GREEN and LUCILLE GREEN, his wife, Chester, Maryland; BLANCH AUSTIN, 2305 McCulloh Street, Baltimore, Maryland 21217; MRS. JOHN H. CLARK, 2413 Woodbrook Avenue, Baltimore, Maryland 21217; CATHERINE G. ROBERTS and STEVE ROBERTS, her husband, 114-71 Dunkirk Street, St. Albans, New York 11412; EDWIN A. GREEN, 114-71 Dunkirk Street, St. Albans, New York 11412; BERNICE WHITE, 71 West 138th Street, New York City, New York; MADIE GREEN, 3229 Belmont Avenue, Baltimore 16, Maryland; GRACE TURNER, 718 Arlington Avenue, Baltimore, Maryland; PERRY GREEN, 1230 Lanvoll Street, Baltimore, Maryland; GILMORE GREEN and BEULAH GREEN, his wife, Chester, Maryland; RACHAEL OPHER and NORMAN OPHER, her husband, Chester, Maryland; CARRIE G. MONING, Edgewood Road, Chester, Maryland; the unknown heirs, executors and administrators of PHILIP H. TUCK, Mortgagee; 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

Defendants

* *

ORDER OF PUBLICATION

The object of this suit is to procure a decree enjoining the institution or prosecution of any action for the foreclosure of said mortgage or the collection of the debt originally secured thereby to the effect that said mortgage does not constitute a lien or cloud upon the title of said property, and that the plaintiffs be made the absolute owners of the land herein referred to 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 or about May 2, 1874, one Jacob C. Legg and Mary E. Legg did by deed convey unto James Thomas Green, John W. Green, Pere J. Green, Charles T. Green, Richard A. Green and George A. Green, in fee simple, a tract of land called or known as Barren Ridge or Timber Landing, containing 13 acres of land, more or less,

the same being situate on the west side of the road leading down into Cox's Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.A.G.H. No. 1, folio 86.

That thereafter on May 2, 1878, said Charles Green, one of the grantees referred to in paragraph 2 above, did by deed convey his said one-sixth interest in fee simple in said Timber Landing unto James T. Green, Perry J. Green, John W. Green, Richard A. Green and George A. Green, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 8, folio 185.

That on or about November 20, 1877, J. Carrow Tolson and Etta C. Tolson, his wife, did grant and convey unto James T. Green, Perry J. Green, John W. Green, George A. Green and Richard Green, in fee simple, all that lot or parcel of land situate on the west side of Cox's Neck Road on the Cox's Creek shore adjoining the southern portion of the real estate herein above described, containing 6 acres, 1 rood and 4 perches, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 7, folio 376.

That thereafter on June 12, 1891, the said Richard R. Green, John W. Green and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green and Rachael E. Green, his wife, did grant and convey by mortgage to Philip H. Tuck, the hereinbefore described real estate consisting of the two parcels of land, by mortgage dated June 12, 1891, and recorded among the land records of Queen Anne's County aforesaid in Liber W.D. No. 6, folio 10, and which mortgage has never been released upon said land records, and which mortgage pertains to a four-fifths interest in said land.

That on August 4, 1893, James T. Green and Racheel Green, his wife, John W. Green and Mary Green, his wife, Richard A. Green, and George A. Green and Mary Green, his wife, did by deed grant and convey unto Mary Washington, in fee simple, both the Timber Landing lot and the adjoining parcel of land previously herein referred to in satisfaction of mortgages held by said grantee, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber L.D. No. 2, folio 94, and which deed conveyed a four-fifths interest in said land.

That upon the death of said Mary E. Washington and under her last will and testament, dated June 15, 1917, and duly admitted to probate in the Orphans' Court of Baltimore City on June 21, 1917, and thereafter a certified copy of which will was recorded among the will records of Queen Anne's County aforesaid in Liber W.T.B. No. 3, folio 498, said testatrix did devise all her real and personal property unto Mary Frances DeFord, and under which will a four-fifths interest in said land passed to said devisee.

That the said Mary Frances DeFord and William DeFord, her husband, did grant and convey unto Archey C. New, in fee simple, her interest in the aforesaid described parcel of real estate by deed dated April 29, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 450.

That the said Archey New and Evelyn J. New, his wife, did grant and convey unto Ernest Brown and James Blaine Brown, in fee simple, the aforesaid described parcels of real estate by deed dated

May 7, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 451.

That on or about June 24, 1947, the said Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, did by deed of partition convey said hereinbefore described real estate unto James Blaine Brown, the same being parcels nos. 1 and 2 and being granted to him in fee simple, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 17, folio 362.

That a certified copy of a plat and certificate of survey of the hereinbefore described parcels of real estate made by John C. Fisher, Surveyor, dated May 16, 1947, and recorded among the land records of Queen Anne's County aforesaid on June 24, 1947, in Liber A.S.G.Jr. No. 17, folio 364, is filed with the bill.

That thereafter by a straw deed transaction from James Blaine Brown and Eva V. Brown, his wife, to Nellie G. Meredith and from Nellie G. Meredith to James Blaine Brown and Eva V. Brown, his wife, as tenants by the entireties, in fee simple, the above herein described parcels of real estate vested in the plaintiffs, said deed being dated November 21, 1947, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 18, folios 392 and 393 respectively.

That the said Perry J. Green, also known as Pere J. Green died sometime before 1900, intestate, unmarried and without issue, and left surviving him the following brothers and sisters: James T. Green, who died intestate; Richard Green, who died intestate, unmarried and without issue; Mary A. Washington, who was married to William Washington, who predeceased her and she died testate with Mary F. DeFord as her sole devisee; John Green, who left the following children: Bernice White, Madie Green, Grace Turner, Perry Green, all of whom are single, Gilmore Green, who is married to Beulah Green, and Rachael Opher, who is married to Norman Opher, the said John Green having died intestate; Charles Green, who died intestate and left the following children: Wavia Q. Mealey and William Green, who is married to Lucille Green; George A. Green, who died intestate and left the following children: Blanch Austin, Mrs. John H. Clark, widow, Carrie G. Moning, widow, Catherine G. Roberts, who is married to Steve Roberts, and Edwin A. Green, who is unmarried; and Eliza Green, who died a widow, intestate and left the following children: Ernest Brown, widower, James B. Brown, who is married to Eva Brown, William H. Brown, who is now deceased and his heirs at law are unknown, John Brown, who died intestate and left surviving as his only heirs at law Arthur Brown, who is married to Blanche Brown, Margaret B. Epps, who is now deceased and her heirs at law are unknown, Henrietta Brown, who is now deceased and her heirs at law are unknown, and Annie E. Lee, who died intestate and whose husband is also dead, leaving the following children: Henry Lee, who is married to Estella Lee, William Lee, whose whereabouts is unknown, and it is unknown as to who his heirs may be, Arthur Lee, who is married to Omega Lee, Sidney E. Lee, who is married to Violetta Lee, Ira Lee, unmarried, Richard Lee, unmarried, Arnetta Lee, unmarried, and Phyllis Lee Walley, divorced. That the above named persons are the sole descendants of the Perry J. Green, also known as Pere J. Green.

That the plaintiffs since 1920, either by themselves or with a co-tenant up to the present time and even their predeceasors in title from the year 1893, have entered upon said property and occupied the same as owners thereof openly, notoriously, continuously and adversely

and hostile to any one who might claim an interest in the same, whether the same be legal or equitable, that is to say, from 1893 until 1917 by Mary E. Washington, and from 1917 until 1920 by Mary F. DeFord, during part of the year 1920 by Archey C. New, and from 1920 to 1947 with Ernest Brown and the said James B. Brown as tenants in common, and from 1947 until the present time by the said James B. Brown and Eva Brown, his wife, and no other person has ever claimed any interest in said land.

That the plaintiffs, since the year 1920, since they have owned said real estate, the subject of this suit, have never made any payment on the principal or interest on the mortgage held by Philip H. Tuck on said land since the year 1893 and have never acknowledged the existence of any debt due under said mortgage, that no demand for payment has ever been made upon the plaintiffs by the said Philip H. Tuch, his personal representatives and assigns, and since said mortgage is more than 20 years old, the plaintiffs herein allege and state that the same is presumed to have been paid.

That during the month of March, 1965, the plaintiffs, who still occupy the aforesaid real estate, did enter into a contract of sale for a part of the aforesaid described parcels with Martin H. Rodney and Olga H. Rodney, his wife and said vendees have refused to accept title to said real estate until said title is cleared up by order of this Honorable Court decreeing 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 25th day of October, 1965, 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 26th day of November, 1965, shall give notice to the Defendants, 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 27th day of December, 1965, 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 K. Cecil
Clerk

Filed Oct 25, 1965

LIBER 2 PAGE 40

16

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. No. 1, folio 124

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

TO: Ernest Brown
Chester, 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

James B. Brown and
Eva Brown, his wife
Chester, Maryland

Issued the 25th day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE ~~Nov. 16,~~ 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct 27, 1965

LIBER 2 PAGE 41

Summons served on Ernest Brown and copy of summons and Bill of Quite Title left with him this 26 th day of October, 1965

Deputy Sheriff

1/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C.#1, folio 124

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

TO: Gilmore Green and Beaulah Green, his wife
Chester, 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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 25th. day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

NAME: _____

ADDRESS: _____

Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE ~~November 16,~~ 19~~65~~, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct. 27. 1965

LIBER 2 PAGE 42

Summons served on Gilmore Green and Beaulah Green, his wife and copy of summons and Bill of Quite Title left with each of them this 26th day of October, 1965.

Alydia M. Butler
Deputy Sheriff

18

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C.#1, fol. 124

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

TO: Rachael Opher and Norman Opher, her husband
Chester, 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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 25th. day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

Charles A. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct 27, 1965

LIBER 2 PAGE 43

Summons served on Rachael Opher and Norman Opher, her husband and copy of summons and bill of quiet title left with of them this 26th day of October, 1965. (each)

Alfred M. Butler
Deputy Sheriff

19

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C.#1, folio 124

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

TO: Carrie G. Moning
Edgewood Road
Chester, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th. day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce Street
ADDRESS: Centreville, Maryland
Phone : 758-1392

Charles W Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct. 27. 1965

LIBER 2 PAGE 44

Summons served on Carrie G. Moning and copy of summons and Bill of Quiet Title left with her this 26th day of October, 1965.

Alfred M. Butler
Deputy Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

20

November Return Day

File No. 4737

Docket C.W.C.#1, folio 124

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

TO: William Green and Lucille Green, his wife
Chester, 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

Issued the 25th. day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

Charles H. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 1965 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 1. 1965

LIBER 2 PAGE 45

Summons served on William Green and Lucille Green, his wife and copy of summons and Queit Title left with each of them this 29th day of October, 1965.

Clifton M. Butler
Deputy Sheriff

2/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. No. 1, fol. 124

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

TO: Grace Turner
718 Arlington Avenue
Baltimore, 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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 25th. day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Md.
Phone 758-1392

NAME: _____

ADDRESS: _____

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 November 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 2, 1965

LIBER 2 PAGE 46

QACo

Pro-Blc

Summoned Isaac Turner and a copy of the process with a copy of the bill of complaint left with the defendant on the 28 day of October 1965 in the presence of

Robert Morsell

Frank D Pelz
Sheriff.

Fees $4.00

13

LIBER 2 PAGE 47

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. No. 1, folio 124

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

TO: Perry Green
1230 Lanvoll Street
Baltimore, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th. day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

Charles H Coil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 2, 1965

QACo

LIBER 2 PAGE 48

Pro-Bk

Summoned Perry Green and a copy of the process with a copy of the bill of complaint left with the defendant on the 28 day of October 1965 in the presence of Robert Worsell

Frank J. Peters
Sheriff

Fees $4.00

13

LIBER 2 PAGE 49

27/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket #1 C.W.C. folio 124.

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

TO: Mary F. DeFord
1008 Brantley Avenue
Baltimore 17, 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

James F. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 Nov. 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 2, 1965

QAC.

Pro-Bl.

Delivered a Copy of the Within Writ of Subpoena and a Copy of the Bill of Complaint to the Defendant on the 28 day of October 1965 in the presence of Robert Worsell

Frank J Pelz
Sheriff

Fees $4.00

13

24

LIBER 2 PAGE 51

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, folio 124

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

TO: Mrs. John H. Clark
2413 Woodbrook Avenue
Baltimore, Maryland 21217

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th. day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

Charles W Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 2, 1965

QAC

LIBER 2 PAGE 52

Pro-Bl

Thos. John H Clark
24 B 13
B Woodbrook
Municipal

Frank Ed Keigh

Northeast
Burgess

11

LIBER 2 PAGE 53

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

~~November~~ Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Arthur Lee and Omega Lee, his wife
3809 Calloway Street
Baltimore, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the ~~25th~~ day of ~~October~~ 19~~65~~

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 Nov. 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Issued Nov 3, 1965

18-18

3809 Cullaway av

Summoned Arthur Lee and Omega Lee and a copy of the process with a copy of the Bill of Complaint left with the Defendant on the 30th day of October 1965 in the Presence of [illegible] Willeke

Frank J. Reig
Sheriff

Fees $8.00

Pro-Blc
(2)

QACo

LIBER 2 PAGE 55

26/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, folio 124

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

TO: Blanch Austin
2305 McCulloh Street
Baltimore, Maryland 21217

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

James B. Brown and
Eva Brown, his wife
Chester, Maryland

Issued the ~~25th.~~ day of ~~October~~ 19~~65~~

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Baltimore, Maryland
Phone: 758-1392

NAME: _____

ADDRESS: _____

Charles R Coil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3, 1965

QACo

Pro-Blc

Blanch Austin
2305 McCullough

Summoned Blanch Austin and a copy of the Process with a copy of the Bill of Complaint left with the Defendant on the 30th day of October, 1965, in the presence of Russell W. Burgess.

Sheriff.

Fees $4.00

LIBER 2 PAGE 57

2 1

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C.#1, folio 124

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

TO: Madie Green
3229 Belmont Avenue
Baltimore 16, Maryland

10/30/65

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

James B. Brown and Eva Brown, his wife
Chester, Md.

Issued the 25th. day of Oct. 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone 758-1392

NAME: _____

ADDRESS: _____

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 November 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 3, 1965

LIBER 2 PAGE 58

QACo

Belmont 3229

Pro-Bic

Summoned Madie D Lee and a Copy of the Process with a Copy of the Bill of Complaint, left with the Defendant on the 30th day of October 1965 in the presence of Bertram I. Dorsey.

Fees $4.00

Frank J. Lee
Sheriff

14

28/

LIBER 2 PAGE 59

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Henry Lee and Estella Lee, his wife
1514 North Pulaski Street
Baltimore, Maryland

10/30/65

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Nov. 16,
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3, 1965.

LIBER 2 PAGE 80

QACo

Pro-Blc

(2)

Summoned Henry Lee and Estella Lee his wife, and a Copy of the Process with a Copy, of the Bill of Complaint left with each Defendant on the 30th day of October 1965, in the presence of Bertram I. Dorsey.

Fees $8.00

Sheriff

14-14

LIBER 2 PAGE 61

29/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Sidney E. Lee and Violetta Lee, his wife
1615 St. Stevens
Baltimore, Maryland

10/30/65

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25 day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

Charles W Cecil
Clerk
(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Nov. 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3. 1965

LIBER 2 PAGE 62

QAC.

Pro-Bl
(2)

Summoned Sidney E. Lee and Violette Lee, his wife and a Copy of the Process with a Copy of the Bill of Complaint left with the Defendant on the 30th day of October 1965 in the presence of Bertram I. Dorsey.

Frank J. Lee
Sheriff

Fees $8.50

14-14

30/

LIBER 2 PAGE 63

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Arnetta Lee
East New Market, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25 day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 Nov. 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3. 1965

LIBER 2 PAGE 64

Summoned and copy of Summons, Bill To Quiet Title served on and copies left with Arnetta Lee, this 29th day of October 1965.

C. Calvert Creighton

C. Calvert Creighton, Sheriff Dorchester County, Md.

Received 27 day of Oct. 1965
and forthwith delivered to Sheriff of
Dorchester County.
Test: Philip L. Benne Clerk

LIBER 2 PAGE 65

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Ira Lee
East New Market, 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

James B. Brown and Eva Brown, his wife
Chester, Md.

Issued the 25 day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

Charles W. Cook
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Nov. 16, 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3. 1965

Summoned and copy of Summons, Bill To Quiet Title served on and copies left with Ira Lee, this 29th day of October 1965.

C. Calvert Creighton

C. Calvert Creighton, Sheriff Dorchester County, Md.

Received 27 day of Oct 1965
and forthwith delivered to Sheriff of
Dorchester County,
Test Philip L. Esser Clerk

37/

LIBER 2 PAGE 67

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Richard Lee
East New Market, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25 day of October 19 65

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
~~Centreville, Md.~~
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 Nov. 16 19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 3, 1965

Summoned and copy of Summons, Bill To Quiet Title served on and copies left with Richard Lee, this 29th day of October 1965.

C. Calvert Creighton

C. Calvert Creighton, Sheriff.

Received 27 day of Oct. 1965
and forthwith delivered to Sheriff of
Dorchester County,
Test: Philip L. Cannon Clerk

Bill to Quiet Title

33

LIBER 2 PAGE 69

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4737

Docket C.W.C. #1, fol. 124

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

TO: Phyllis Lee Walley
Rock Hall, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 25th day of October 1965

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 Nov. 16, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Served by delivering a copy of the within Summons to Phyllis Lee Walley, and by leaving with ~~her~~ hera copy of the Bill to Quiet Title, this 30th, day of October 1965.

Filed Nov. 8. 1965

Barbara Dilgard

Received OCT 27 1965

and forthwith delivered to the Sheriff

of Kent Co., Md. for service.

Test:

Earle H. Pendley Clerk.

S.

JAMES B. BROWN, et al.,
Plaintiffs

vs.

MARY F. DeFORD, et al,
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4737

PETITION TO ADD NEW PARTY DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James B. Brown and Eva Brown, his wife, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents:

1. That heretofore your Petitioners did file their Bill of Complaint in this cause seeking to quiet title to a parcel of land known or formerly known as Timber Landing and a lot of land adjacent thereto.

2. That it has recently been brought to your petitioners' knowledge that the following grandchildren of James Green, deceased, children of Alice Green Wicks, a deceased daughter of said James Green, who died a widow in the year 1937 and left surviving her the following children, to wit:

Pearl E. Battle, widow, whose address is 1629 Balmoure Court, Baltimore 21217, Maryland.

Marian Smith, who is married to Jerome Smith, both of whose address is 2301 Allendale Rd., Blatimore 21216, Maryland.

George O. Wicks, who is married to Fannie Wicks, both of whose address is 1238 West Lanvale St., Baltimore 21217, Maryland.

Joseph E. Wicks, unmarried, whose address is 1604 Spray Court, Baltimore 21217, Maryland.

Charles Norman Wicks, unmarried whose address is 2301 Allendale Rd., Baltimore 21216, Maryland.

3. That in addition thereto it has also been brought to your Petitioner's knowledge that James Green, who is married to Eleanor Green, and who reside at Chester, Maryland, Queen Anne's County, and who is a son of James Green, one of the original owners of the tract of land involved in this suit to quiet title, were not made party defendants in this suit.

4. That the above named persons are all necessary defendants in this suit if your petitioners are to clear title to the real estate involved herein.

WHEREFORE, your petitioners pray:

(1) That Pearl E. Battle, Marian Smith and Jerome Smith, her husband, George O. Wicks and Fannie Wicks, his wife, Joseph E. Wicks, Charles Norman Wicks, and James Green and Eleanor Green, his wife, be made party defendants to this cause.

And as in duty bound, etc.

J. Thomas Clark
Attorney for Plaintiff

Filed Jan. 28. 1966

35

ORDER OF COURT

Upon the aforegoing Petition it is this 28th day of January, 1966, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, that the Plaintiffs be and they are hereby authorized to amend the original Bill of Complaint filed in this cause by interlineation by adding the names of Pearl E. Battle, Marian Smith and Jerome Smith, her husband, George O. Wicks and Fannie Wicks, his wife, Joseph E. Wicks, Charles Norman Wicks, and James Green and Eleanor Green, his wife, as new party defendants; and the Clerk of this Court is hereby ordered to issue process in accordance with Maryland Rule 103 to be served pursuant to Maryland Rule 104 in respect to all new defendants.

Thos. J. Keating Jr.
Judge

Filed Jan 28, 1966

LIBER 2 PAGE 73

Circuit Court For Queen Anne's County

36

EQUITY SUMMONS:

February Return Day

File No. 4737

Docket C.W.C.#1, fol. 124

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

TO: James Green and Eleanor Green, his wife,
Chester, 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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 1st. day of February 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 February 22, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 7, 1966

LIBER 2 PAGE 74

Summons served and copy of summons and ~~Bill of Complaint~~ left with James Green and Eleanor Green this 3rd. day of February 1966.

Joseph S. Chaney
Sheriff

Circuit Court For Queen Anne's County

31

EQUITY SUMMONS:

February Return Day

File No. 4737

Docket C.W.C.#1, fol. 124

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

TO: Joseph E. Wicks,
1604 Spray Court
Baltimore, Maryland 21217

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 1st. day of February 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Md.
Phone: 758-1392

Charles W. Cecil
Clerk
(Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 22, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 8. 1966

LIBER : 2 PAGE : 75

Summoned Joseph E. Wicks and a Copy of the Process with a Copy of the Bill of Complaint , ~~herewith~~ left with the Defendant on the 4th day of February 1966 in the presence of , Bertram I. Dorsey.

Fees $4.00

Frank J. Fry
Sheriff

14

FILED
SHERIFF'S OFFICE
FEB 3 3 43 PM '66
BALTIMORE CITY, MD.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

36

February Return Day

File No. 4737

Docket C.W.C.#1, fol.124

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

TO: Pearl E. Battle, widow,
1629 Balmoure Court
Baltimore, Maryland 21217

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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 1st. day of February 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
~~114 North Commerce St.~~
ADDRESS: Centreville, Md.
~~Phone 758-1392~~

Charles W Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 22, 1966, 19__, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 8. 1966

over

1629 Balmer Court

Summoned Pearl E. Battle and a Copy of the Process with a Copy of the Bill of Complaint left with the Defendant on the 4th day of February 1966 in the presence, of Bertram I. Dorsey.

Fees $4.00

Frank Pelg
Sheriff

14

FEB 3 3 42 PM '66
BALTIMORE CITY, MD.
SHERIFF'S OFFICE
FILED

Circuit Court For Queen Anne's County

39

EQUITY SUMMONS:

February Return Day

File No. 4737

Docket C.W.C.#1, fol. 124

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

TO: Charles Norman Wicks, unmarried,
2301 Allendale Road
Baltimore, Maryland 21216

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 1st. day of February 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce Street
Centreville, Maryland
Phone: 758-1392

NAME: _____

ADDRESS: _____

Charles W Cook
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 22, 1966 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb 8. 1966

LIBER 2 PAGE 77

Summoned Charles Norris Wrefford and a Copy of the Writ with a Copy of the Bill of Complaint & Exhibit with the Defendant on the 5th day of February 1966 in the presence of Lester Harris

Fees $4.00

Frank J. Kelly
Sheriff

17

FEB 3 3 42 PM '66
BALTIMORE CITY, MD.
SHERIFF'S OFFICE

Circuit Court For Queen Anne's County

40

EQUITY SUMMONS:

February Return Day

File No. 4737

Docket C.W.C. No. 1, fol. 124

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

TO: Marian Smith and Jerome Smith, her husband,
2301 Allendale Road
Baltimore, Maryland 21216

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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 1st. day of February 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
ADDRESS: 114 North Commerce St.
Centreville, Md.
Phone: 758-1392

Charles W Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Feb. 22,
19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb 8. 1966

Summoned Maiva Smith and Jerome Smith and a Copy of the Process with a Copy of the Bill of Complaint & Exhibit each defendant on the 5th day of February 1966 in the presence of Leslie Harris

Frank J. Kelly
Sheriff

Fees $8.00

RECEIVED
SHERIFF'S OFFICE
FEB 3 3 43 PM '66
BALTIMORE CITY, MD.

17-17

Circuit Court For Queen Anne's County

41

EQUITY SUMMONS:

February Return Day

File No. 4737

Docket C.W.C. No. 1, fol. 124

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

TO: Mrs. John H. Clark
2413 Woodbrook Avenue
Baltimore, Maryland 21217

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

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 26th. day of January 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Md.
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 February 22, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Issued Feb 8. 1966

Chy. No.4737

QAC

James B. Brown and wife

vs.

Mary F. DeFord, et al

Summons to be served

Pro-B/c

LIBER 2 PAGE 79

JAN 28 9 19 AM '66

11

LIBER 2 PAGE 80

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

42

February Return Day

File No. 4737

Docket C.W.C.No. 1, fol. 124

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

TO: George O. Wicks and Fannie Wicks, his wife,
1238 West Lanvale Street
Baltimore, Maryland 21217

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

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 1st. day of February 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Maryland
Phone: 758-1392

NAME: _____

ADDRESS: _____

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 February 22, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb 8. 1966.

QACo

Chy. No. 4737

Non Sunt
Morsell

James B. Brown and wife

vs.

Mary F. DeFord et al

Summons to be served

Pro-B/c
(2)

Frank J. Pels
Sheriff

RECEIVED
SHERIFF'S OFFICE
FEB 3 3 43 PM '66
BALTIMORE CITY, MD.

13-13

43

JAMES B. BROWN, et al.,
Plaintiffs

vs.

MARY F. DeFORD, et al.,
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4737

PETITION FOR APPOINTMENT OF
PRIVATE PERSON TO EXECUTE PROCESS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James B. Brown and Eva Brown, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents:

1. That heretofore the Plaintiffs instituted suit against Mary F. DeFord and others, including Mrs. John H. Clark and George O. Wicks and Fannie Wicks, his wife, Defendants in this case, during the month of October, 1965.

2. That thereafter the Clerk of this Court did issue the following summons, to wit:

(a) For Mrs. John H. Clark, two summons, one issued October 25, 1965, returned non est and filed November 2, 1965; and the second summons issued January 26, 1966, returned non est and filed February 8, 1966, and with the second summons was attached a note to the Sheriff of Baltimore City that said Mrs. Clark was home all day of Wednesday of each week and after 6:00 p.m. in the evenings.

(b) For George O. Wicks and Fannie Wicks, summons issued February 1, 1966, and returned non surnt and filed February 8, 1966, both of whom are employed during the day.

3. That your Petitioner, James B. Brown, has been in contact with all three of the abovenamed Defendants and knows for certainity that they reside at the addresses listed in this Bill of Complaint, and believes that the only way he can obtain service upon these individuals is by having personal service upon them by a private individual.

4. That your Petitioner, said James B. Brown, has contacted one Ernest Chew, a resident of Chester, Queen Anne's County, Maryland, who is over 21 years of age in regard to making service of said summons, he personally knowing the individuals to be served, and your Petitioner further believes that he is a person competent to serve said process, under the provisions of Rule 116, Maryland Rules.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order appointing the said Ernest Chew to serve the summons upon and deliver a copy of the Bill of Complaint upon the said Mrs. John H. Clark and George O. Wicks and Fannie Wicks in this case.

Respectfully submitted,

J. Thomas Clark
Attorney for Plaintiffs

Filed Feb 28, 1966

LIBER 2 PAGE 83

44

ORDER OF COURT

UPON the aforegoing Petition, it is this 28th day of February, 1966, ORDERED by the Circuit Court for Queen Anne's County that Ernest Chew, adult, be and he is hereby appointed to make service of the summons upon and deliver a copy of the Bill of Complaint filed in this suit upon Mrs. John H. Clark and George O. Wicks and Fannie Wicks, Defendants, and the Clerk shall forthwith issue said summons to said Ernest Chew, who shall upon execution of said service make his return to this Court in accordance with the provisions of Rule 116c, Maryland Rules.

Thos J Keating Jr
JUDGE

Filed Feb. 28, 1966

LIBER 2 PAGE 84

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

45

March Return Day

File No. 4737

Docket # 1 C.W.C. fol. 124

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

TO: George O. Wicks and Fannie Wicks, his wife,
1238 West Lanvale Street
Baltimore, Maryland 21217

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of March

_____, next, to answer an action at the suit of

James B. Brown and Eva Brown, his wife,
Chester, Maryland

Issued the 28th day of February 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
114 North Commerce St.
ADDRESS: Centreville, Maryland
Phone: 758-1392

Charles K. Cecil
Clerk

(Seal of Court)

NAME: Geo. O. Wicks & Fannie Wicks

ADDRESS: 1238 W. Lanvale St.

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 22, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

JAMES B. BROWN and
EVA BROWN, his wife,

vs.

MARY F. DeFORD, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4737

RETURN OF ERNEST CHEW, PRIVATE PROCESS SERVER

The undersigned hereby certifies that he executed service of process pursuant to the authority granted by court order dated February 28, 1966, upon George O. Wicks and Fannie Wicks, his wife, Defendants, on March 4, 1966, at 1238 West Lanvale Street, Baltimore, Maryland 21217 each of by delivering and leaving with them a copy of the declaration and a copy of the summons issued by this court on February 28, 1966. The undersigned further certifies that he is over 21 years of age and is not a party to this action.

Ernest Chew
Ernest Chew

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

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ernest Chew this 7th day of March, 1966, and made oath in due form of law that the matters and facts hereinabove set forth are true.

WITNESSETH my hand and Notarial Seal.

Betty M. Comegys
Notary Public

BETTY M. COMEGYS NOTARY PUBLIC QUEEN ANNE'S COUNTY

Filed Mar. 7, 1966

LIBER 2 PAGE 86

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

46

March Return Day

File No. 4737

Docket # 1, C.W.C. Equity
folio 124

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

TO: Mrs. John H. Clark
2413 Woodbrook Avenue
Baltimore, Maryland 21217

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of March

_____, next, to answer an action at the suit of

James B. Brown and Eva Brown, his wife
Chester, Maryland

Issued the 28th day of February 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: ~~J. Thomas Clark~~
114 North Commerce St.
ADDRESS: ~~Centreville, Md.~~
Phone: 758-1392
NAME: Mrs John H. Clark
ADDRESS: 2413 Woodbrook Ave

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 March 22,

19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar. 7. 1966

LIBER 2 PAGE 87

JAMES B. BROWN and
EVA BROWN, his wife,

vs.

MARY F. DeFORD, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4737

RETURN OF ERNEST CHEW, PRIVATE PROCESS SERVER

The undersigned hereby certifies that he executed service of process pursuant to the authority granted by court order dated February 28, 1966, upon Mrs. John H. Clark, Defendant

on March 4, 1966, at 2413 Woodbrook Avenue, Baltimore, Maryland 21217

by delivering and leaving with her a copy of the declaration and a copy of the summons issued by this court on February 28, 1966. The undersigned further certifies that he is over 21 years of age and is not a party to this action.

Ernest Chew
Ernest Chew

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

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ernest Chew this 7th day of March, 1966, and made oath in due form of law that the matters and facts hereinabove set forth are true.

WITNESSETH my hand and Notarial Seal.

BETTY M. COMEGYS NOTARY PUBLIC QUEEN ANNE'S COUNTY

Betty M. Comegys
Notary Public

Filed Mar. 7. 1966

LIBER 2 PAGE 88

JAMES B. BROWN, et al., IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

47 MARY F. deFORD, et al. IN EQUITY No. 4737

AFFIDAVIT OF COMPLIANCE WITH MARYLAND RULES OF PROCEDURE

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

Now comes J. Thomas Clark, the attorney of record for the Plaintiffs in the above entitled cause, this 24th day of March, 1966, and makes oath in due form of law as follows, to wit:

That in compliance with the provisions of Rule 105e, he did on December 28, 1965, forward to Edwin G. Green, addressed to him at 114-71 Dunkirk Street, St. Albans, New York, 11412; Bernice White, addressed to her at 71 W. 138th Street, New York, New York; Catherine G. Roberts and Steven Roberts, addressed to them at 114-71 Dunkirk Street, St. Albans, New York, 11412; Waivia Q. Mealey, addressed to her at 311 Congers Road, New York, New York; Arthur Brown and Blanche Brown, addressed to them at 6802 Clearview Street, Philadelphia 19, Pennsylvania; all by certified mail, return receipt requested, a copy of the Order of Publication published in the Bay Times, the same being clipped from said newspaper as appearing therein, a copy of which is attached hereto and made a part hereof and marked "Exhibit A"; that in addition thereto this affiant files herewith his Post Office receipts Nos. 472797, 472796, 472801, 472798 and 472800 showing the mailing of said notice, which is filed herewith and made a part hereof and marked "Exhibit B", for all receipts and which includes the receipts showing delivery of same to each of the above named Defendants.

Charles W Coil
Clerk

Filed March 24. 1966

LEGAL NOTICE

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY. NO. 4737
JAMES B. BROWN and
EVA BROWN, his wife
Chester, Maryland
Plaintiffs
vs.

MARY F. De FORD, 1008 Brantley Avenue, Baltimore, 17, Maryland; ERNEST BROWN, Chester, Maryland; the unknown heirs, executors and administrators of WILLIAM H. BROWN, MARGARET B. EPPS, PERRY J. GREEN, nee PERE J. GREEN HENRIETTA BROWN and WILLIAM LEE; ARTHUR BROWN and BLANCHE BROWN, his wife, 6802 Clearview Street, Philadelphia 19, Pennsylvania; HENRY LEE and ESTELLA LEE, his wife, 1514 North Pulaski Street, Baltimore, Maryland; ARTHUR LEE and OMEGA LEE, his wife, 3809 Calloway Street, Baltimore, Maryland; SIDNEY E. LEE and VIOLETTA LEE, his wife, 1615 St. Stevens, Baltimore, Maryland; IRA LEE, East New Market, Maryland; RICHARD LEE, East New Market, Maryland; ARNETTA Lee, East New Market, Maryland; PHYLLIS LEE WALLEY, Rock Hall, Maryland; WAVIA Q. MEALEY, 311 Congers Road; New City, New York; WILLIAM GREEN and LUCILLE GREEN, his wife, Chester, Maryland; BLANCH AUSTIN, 2305 McCulloh Street, Baltimore, Maryland 21217; MRS. JOHN H. CLARK, 2413 Woodbrook Avenue, Baltimore, Maryland 21217; CATHERINE G. ROBERTS and STEVE ROBERTS, her husband, 114-71 Dunkirk Street, St. Albans, New York 11412; EDWIN A. GREEN, 114-71 Dunkirk Street, St. Albans, New York 11412; BERNICE WHITE, 71 West 138th Street, New York City, New York; MADIE GREEN, 3229 Belmont Avenue, Baltimore 16, Maryland; GRACE TURNER, 718 Arlington Avenue, Baltimore, Maryland; PERRY GREEN, 1230 Lanvoll Street, Baltimore, Maryland; GILMORE GREEN and BEULAH GREEN, his wife, Chester, Maryland; RACHEL OPHER and NORMAN OPHER, her husband, Chester, Maryland; CARRIE G. MONING, Edgewood Road, Chester, Maryland; the unknown heirs, executors and administrators of PHILIP H. TUCK Mortgagee; 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.

Defendants

****

ORDER OF PUBLICATION

The object of this suit is to procure a decree enjoining the institution or prosecution of any action for the forcclosure of said mortgage or the collection of the debt originally secured thereby to the effect that said mortgage does not constitute a lien or cloud upon the title of said property and that the plaintiffs be made the absolute owners of the land herein referred to 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 or about May 2, 1874, one Jacob C. Legg and Mary E. Legg did by deed convey unto James Thomas Green, John W. Green, Pere J. Green, Charles T. Green, Richard A. Green and George A. Green, in fee simple, a tract of land called or known as Barren Ridge or Timber Landing, containing 13 acres of land, more or less, the same being situate on the west side of the road leading down into Cox's Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.A.G.H. No. 1, folio 86.

That thereafter on May 2, 1878, said Charles Green, one of the grantees referred to in paragraph 2 above, did by deed convey his said one-sixth interest in fee simple in said Timber Landing unto James T. Green, Perry J. Green, John W. Green, Richard A. Green and George A. Green, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 8, folio 185.

That on or about November 20, 1877, J. Carrow Tolson and Etta C. Tolson, his wife, did grant and convey unto James T. Green Perry J. Green, John W. Green, George A. Green and Richard Green, in fee simple, all that lot or parcel of land situate on the west side of Cox's Neck Road on Cox's Creek shore adjoining the southern portion of the real estate herein above described, containing 6 acres, 1 rood and 4 perches, said deed being recorded among the land records of Queen Anne's County aforesaid in liber J.W. No. 7, folio 376.

That thereafter on June 12, 1891, the said Richard R. Green John W. Green, and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green, and Rachael E. Green, his wife, did grant and convey by mortgage to Philip H. Tuck, the hereinbefore described real estate consisting of the two parcels of land, by mortgage dated June 12, 1891, and recorded among the land records of Queen Anne's County aforesaid in Liber W.D. No. 6, folio 10, and which mortgage has never been released upon said land records, and which mortgage pertains to a four-fifths interest in said land.

That on August 4, 1893, James T. Green and Rachael Green, his wife, John W. Green and Mary Green, his wife, Richard A. Green and George A. Green and Mary Green, his wife, did by deed grant and convey unto Mary Washington, in fee simple, both the Timber Landing lot and the adjoining parcel of land previously herein referred to in satisfaction of mortgages held by said grantee, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber L.D. No. 2, folio 94, and which deed conveyed a four-fifths interest in said land.

That upon the death of said Mary E. Washington and under her last will and testament, dated June 15, 1917, and duly admitted to probate in the Orphans' Court of Baltimore City on June 21, 1917, and thereafter a certified copy of which will was recorded among the will records of Queen Anne's County aforesaid in Liber W.T.B. No. 3, folio 498, said testatrix did devise all her real and personal property unto Mary Frances DeFord and under which will a four-fifths interest in said land passed to said devisee.

That the said Mary Frances DeFord and William DeFord, her husband, did grant and convey unto Archey C. New, in fee simple her interest in the aforesaid described parcel of real estate by deed dated April 29, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 450.

That the said Archey New and Evelyn J. New, his wife, did grant and convey unto Ernest Brown and James Blaine Brown, in fee simple, the aforesaid described parcels of real estate by deed dated May 7, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 451.

That on or about June 24, 1947, the said Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, did by deed of partition convey said hereinbefore described real estate unto James Blaine Brown, the same being parcels nos. 1 and 2 and being granted to him in fee simple, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 17, folio 362.

LEGAL NOTICE

That a certified copy of a plat and certificate of survey of the hereinbefore described parcels of real estate made by John C. Fisher, Surveyor, dated May 16, 1947, and recorded among the land records of Queen Anne's County aforesaid on June 24, 1947, in Liber A.S.G. Jr. No. 17, folio 364, is filed with the bill.

That thereafter by a straw deed transaction from James Blaine Brown and Eva V. Brown, his wife, to Nellie G. Meredith and from Nellie G. Meredith to James Blaine Brown and Eva V. Brown, his wife, as tenants by the entireties, in fee simple, the above herein described parcels of real estate vested in the plaintiffs, said deed being dated November 21, 1947, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 18, folios 392 and 393 respectively.

That the said Perry J. Green, also known as Pere J. Green died sometime before 1900, intestate, unmarried and without issue, and left surviving him the following brothers and sisters: James T. Green, who died intestate; Richard Green, who died intestate, unmarried and without issue; Mary A. Washington, who was married to William Washington, who predeceased her and she died testate with Mary F. DeFord as her sole devisee; John Green, who left the following children: Bernice White, Madie Green, Grace Turner, Perry Green, all of whom are single, Gilmore Green, who is married to Beulah Green, and Rachael Opher, who is married to Norman Opher, the said John Green having died intestate; Charles Green, who died intestate and left the following children: Wavia Q. Mealey and William Green, who is married to Lucille Green; George A. Green who died intestate and left the following children: Blanch Austin, Mrs. John H. Clark, widow, Carrie G. Moning, widow; Catherine G. Roberts, who is married to Steve Roberts, and Edwin A. Green, who is unmarried; and Eliza Green, who died a widow, intestate and left the following children: Ernest Brown, widower, James B. Brown, who is married to Eva Brown, William H. Brown, who is now deceased and his heirs at law are unknown, John Brown, who died intestate and left surviving as his only heirs at law Arthur Brown, who is married to Blanche Brown, Margaret B. Epps, who is now deceased and her heirs at law are unknown, Henrietta Brown, who is now deceased and her heirs at law are unknown, and Annie E. Lee, who died intestate and whose husband is also dead, leaving the following children: Henry Lee, who is married to Estella Lee, William Lee, whose whereabouts is unknown, and it is unknown as to who his heirs may be. Arthur Lee, who is married to Omega Lee, Sidney E. Lee, who is married to Violetta Lee, Ira Lee, unmarried, Richard Lee, unmarried, Arnetta Lee, unmarried, and Phyllis Lee Walley, divorced. That the above named persons are the sole descendants of the Perry J. Green, also known as Pere J. Green.

That the plaintiffs since 1920, either by themselves or with a cotenant up to the present time and even their predeceasors in title from the year 1893 have entered upon said property and occupied the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, whether the same be legal or equitable, that is to say from 1893 until 1917 by Mary E. Washington, and from 1917 until 1920 by Mary F. DeFord, during part of the year 1920 by Archey C. New, and from 1920 to 1947 with Ernest Brown and the said James B. Brown as tenants in common, and from 1947 until the present time by the said James B. Brown and Eva Brown, his wife, and no other person has ever claimed any interest in said land.

That the plaintiffs, since the year 1920 since they have owned said real estate, the subject of this suit, have never made any payment on the principal or interest on the mortgage held by Philip H. Tuck on said land since the year 1893 and have never acknowledged the existence of any debt due under said mortgage, that no demand for payment has ever been made upon the plaintiffs by the said Philip H. Tuch, his personal representatives and assigns, and since said mortgage is more than 20 years old, the

plaintiffs herein allege and state that the same is presumed to have been paid.

That during the month of March, 1965, the plaintiffs, who still occupy the aforesaid real estate, did enter into a contract of sale for a part of the aforesaid described parcels with Martin H. Rodney and Olga H. Rodney, his wife and said vendees have refused to accept title to said real estate until said title is cleared up by order of this Honorable Court decreeing 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 25th day of October 1965, 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 26th day of November, 1965, shall give notice to the Defendants, 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 27th day of December, 1965, 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

True Copy
Test: Charles W. Cecil
Filed Oct. 25, 1965

EXHIBIT A

No. 472797

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Edwin A. Green

STREET AND NO.: 114-71 Dunbith St.

CITY, STATE, AND ZIP CODE: St. Albans N.Y. 11412

POSTMARK OR DATE: CENTREVILLE DEC 28 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and when delivered	Return Receipt: Shows to whom, when, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Nov. 1964 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and when delivered ☐ Show to whom, when, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.:

CERTIFIED NO.: 472797

INSURED NO.:

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*): Edwin Green

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 12/29/65

SHOW WHERE DELIVERED (*only if requested*): EXHIBIT B

55—16—71548-7 GPO

No. 472801

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Catherine H. Roberts and Steve Roberts

STREET AND NO.: 114-71 Dunbith Street

CITY, STATE, AND ZIP CODE: St. Albans N.Y. 11412

POSTMARK OR DATE: CENTREVILLE DEC 28 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and when delivered	Return Receipt: Shows to whom, when, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Nov. 1964 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and when delivered ☐ Show to whom, when, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.:

CERTIFIED NO.: 472801

INSURED NO.:

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*): Catherine H. Roberts

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Steve Roberts

DATE DELIVERED: 12/29/65

SHOW WHERE DELIVERED (*only if requested*):

55—16—71548-7 GPO

LIBER 2 PAGE 92

No. 472800

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Arthur Brown +
STREET AND NO.: Blanche Brown 6802 Clearview Ave
CITY, STATE, AND ZIP CODE: Phila - 19 Pa -
POSTMARK OR DATE: CENTREVILLE DEC 28 1965 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and when delivered	Return Receipt: Shows to whom, when, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Nov. 1964 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and when delivered ☐ Show to whom, when, and address where delivered ☐ Deliver ONLY to addressee
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 472800
INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*): Arthur Brown
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 12-29-65
SHOW WHERE DELIVERED (*only if requested*):

c55—16—71548-7 GPO

No. 472798

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Wavia Q. Mealey
STREET AND NO.: 311 Congress Road
CITY, STATE, AND ZIP CODE: N.Y. N.Y.
POSTMARK OR DATE: CENTREVILLE DEC 28 1965 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and when delivered	Return Receipt: Shows to whom, when, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Nov. 1964 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and when delivered ☐ Show to whom, when, and address where delivered ☐ Deliver ONLY to addressee
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 472798
INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*): A Wave Mealey
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: JAN 4 1966
SHOW WHERE DELIVERED (*only if requested*):

c55—16—71548-7 GPO

No. 472796

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Bernice White
STREET AND NO.: 71 W. 138th St.
CITY, STATE, AND ZIP CODE: N.Y. N.Y.
POSTMARK OR DATE: CENTREVILLE DEC 28 1965 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and when delivered	Return Receipt: Shows to whom, when, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Nov. 1964 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom and when delivered ☐ Show to whom, when, and address where delivered ☐ Deliver ONLY to addressee
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 472796
INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*): B White
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Edward Dunmore

DATE DELIVERED: JAN 5 1966
SHOW WHERE DELIVERED (*only if requested*):

c55—16—71548-7 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

SAINT ALBANS N.Y. DEC 23 1965

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

RETURN TO

NAME OF SENDER
J. Thomas Clark

STREET AND NO. OR P.O. BOX
114 N. Commerce St.

CITY, STATE, AND ZIP CODE
Centreville, Md. 21617

POD Form 3811 Jan. 1965 c55—10—71548-7

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article *RETURN RECEIPT REQUESTED.*

NAME OF SENDER
J. Thomas Clark

STREET AND NO. OR P.O. BOX
114 N. Commerce St.

CITY, STATE, AND ZIP CODE
Centreville, Md. 21617

POD Form 3811 Jan. 1965 c55—10—71548-7

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STREET AND NO. OR P.O. BOX
114 N. Commerce St.

CITY, STATE, AND ZIP CODE
Centreville, Md. 21617

POD Form 3811 Jan. 1965 c55—10—71548-7

LEGAL NOTICE

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY. NO. 4737
JAMES B. BROWN and
EVA BROWN, his wife
Chester, Maryland
Plaintiffs
vs.

MARY F. De FORD, 1008 Brantley Avenue, Baltimore, 17, Maryland; ERNEST BROWN, Chester, Maryland; the unknown heirs, executors and administrators of WILLIAM H. BROWN, MARGARET B. EPPS, PERRY J. GREEN, nee PERE J. GREEN HENRIETTA BROWN and WILLIAM LEE; ARTHUR BROWN and BLANCHE BROWN, his wife, 6802 Clearview Street, Philadelphia 19, Pennsylvania; HENRY LEE and ESTELLA LEE, his wife, 1514 North Pulaski Street, Baltimore, Maryland; ARTHUR LEE and OMEGA LEE, his wife, 3809 Calloway Street, Baltimore, Maryland; SIDNEY E. LEE and VIOLETTA LEE, his wife, 1615 St. Stevens, Baltimore, Maryland; IRA LEE, East New Market, Maryland; RICHARD LEE, East New Market, Maryland; ARNETTA Lee, East New Market, Maryland; PHYLLIS LEE WALLEY, Rock Hall, Maryland; WAVIA Q. MEALEY, 311 Congers Road; New City, New York; WILLIAM GREEN and LUCILLE GREEN, his wife, Chester, Maryland; BLANCH AUSTIN, 2305 McCulloh Street, Baltimore, Maryland 21217; MRS. JOHN H. CLARK, 2413 Woodbrook Avenue, Baltimore, Maryland 21217; CATHERINE G. ROBERTS and STEVE ROBERTS, her husband, 114-71 Dunkirk Street, St. Albans, New York 11412; EDWIN A. GREEN, 114-71 Dunkirk Street, St. Albans, New York 11412; BERNICE WHITE, 71 West 138th Street, New York City, New York; MADIE GREEN, 3229 Belmont Avenue, Baltimore 16, Maryland; GRACE TURNER, 718 Arlington Avenue, Baltimore, Maryland; PERRY GREEN, 1230 Lanvoll Street, Baltimore, Maryland; GILMORE GREEN and BEULAH GREEN, his wife, Chester, Maryland; RACHEL OPHER and NORMAN OPHER, her husband, Chester, Maryland; CARRIE G. MONING, Edgewood Road, Chester, Maryland; the unknown heirs, executors and administrators of PHILIP H. TUCK Mortgagee; 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.

Defendants

****

ORDER OF PUBLICATION

The object of this suit is to procure a decree enjoining the institution or prosecution of any action for the foreclosure of said mortgage or the collection of the debt originally secured thereby to the effect that said mortgage does not constitute a lien or cloud upon the title of said property and that the plaintiffs be made the absolute owners of the land herein referred to 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 or about May 2, 1874, one Jacob C. Legg and Mary E. Legg did by deed convey unto James Thomas Green, John W. Green, Pere J. Green, Charles T. Green, Richard A. Green and George A. Green, in fee simple, a tract of land called or known as Barren Ridge or Timber Landing, containing 13 acres of land, more or less, the same being situate on the west side of the road leading down into Cox's Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.A.G.H. No. 1, folio 86.

That thereafter on May 2, 1878, said Charles Green, one of the grantees referred to in paragraph 2 above, did by deed convey his said one-sixth interest in fee simple in said Timber Landing unto James T. Green, Perry J. Green, John W. Green, Richard A. Green and George A. Green, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber J.W. No. 8, folio 185.

That on or about November 20, 1877, J. Carrow Tolson and Etta C. Tolson, his wife, did grant and convey unto James T. Green Perry J. Green, John W. Green, George A. Green and Richard Green, in fee simple, all that lot or parcel of land situate on the west side of Cox's Neck Road on Cox's Creek shore adjoining the southern portion of the real estate herein above described, containing 6 acres, 1 rood and 4 perches, said deed being recorded among the land records of Queen Anne's County aforesaid in liber J.W. No. 7, folio 376.

That thereafter on June 12, 1891, the said Richard R. Green John W. Green, and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green, and Rachael E. Green, his wife, did grant and convey by mortgage to Philip H. Tuck, the hereinbefore described real estate consisting of the two parcels of land, by mortgage dated June 12, 1891, and recorded among the land records of Queen Anne's County aforesaid in Liber W.D. No. 6, folio 10, and which mortgage has never been released upon said land records, and which mortgage pertains to a four-fifths interest in said land.

That on August 4, 1893, James T. Green and Rachael Green, his wife, John W. Green and Mary Green, his wife, Richard A. Green and George A. Green and Mary Green, his wife, did by deed grant and convey unto Mary Washington, in fee simple, both the Timber Landing lot and the adjoining parcel of land previously herein referred to in satisfaction of mortgages held by said grantee, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber L.D. No. 2, folio 94, and which deed conveyed a four-fifths interest in said land.

That upon the death of said Mary E. Washington and under her last will and testament, dated June 15, 1917, and duly admitted to probate in the Orphans' Court of Baltimore City on June 21, 1917, and thereafter a certified copy of which will was recorded among the will records of Queen Anne's County aforesaid in Liber W.T.B, No. 3, folio 498, said testatrix did devise all her real and personal property unto Mary Frances DeFord and under which will a four-fifths interest in said land passed to said devisee.

That the said Mary Frances DeFord and William DeFord, her husband, did grant and convey unto Archey C. New, in fee simple her interest in the aforesaid described parcel of real estate by deed dated April 29, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 450.

That the said Archey New and Evelyn J. New, his wife, did grant and convey unto Ernest Brown and James Blaine Brown, in fee simple, the aforesaid described parcels of real estate by deed dated May 7, 1920, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 451.

That on or about June 24, 1947, the said Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, did by deed of partition convey said hereinbefore described real estate unto James Blaine Brown, the same being parcels nos. 1 and 2 and being granted to him in fee simple, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 17, folio 362.

LEGAL NOTICE

That a certified copy of a plat and certificate of survey of the hereinbefore described parcels of real estate made by John C. Fisher, Surveyor, dated May 16, 1947, and recorded among the land records of Queen Anne's County aforesaid on June 24, 1947, in Liber A.S.G. Jr. No. 17, folio 364, is filed with the bill.

That thereafter by a straw deed transaction from James Blaine Brown and Eva V. Brown, his wife, to Nellie G. Meredith and from Nellie G. Meredith to James Blaine Brown and Eva V. Brown, his wife, as tenants by the entireties, in fee simple, the above herein described parcels of real estate vested in the plaintiffs, said deed being dated November 21, 1947, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 18, folios 392 and 393 respectively.

That the said Perry J. Green, also known as Pere J. Green died sometime before 1900, intestate, unmarried and without issue, and left surviving him the following brothers and sisters: James T. Green, who died intestate; Richard Green, who died

intestate, unmarried and without issue; Mary A. Washington, who was married to William Washington, who predeceased her and she died testate with Mary F. DeFord as her sole devisee; John Green, who left the following children: Bernice White, Madie Green, Grace Turner, Perry Green, all of whom are single, Gilmore Green, who is married to Beulah Green, and Rachael Opher, who is married to Norman Opher, the said John Green having died intestate; Charles Green, who died intestate and left the following children: Wavia Q. Mealey and William Green, who is married to Lucille Green; George A. Green who died intestate and left the following children: Blanch Austin, Mrs. John H. Clark, widow, Carrie G. Moning, widow; Catherine G. Roberts, who is married to Steve Roberts, and Edwin A. Green, who is unmarried; and Eliza Green, who died a widow, intestate and left the following children: Ernest Brown, widower, James B. Brown, who is married to Eva Brown, William H. Brown, who is now deceased and his heirs at law are unknown, John Brown, who died intestate and left surviving as his only heirs at law Arthur Brown, who is married to Blanche Brown, Margaret B. Epps, who is now deceased and her heirs at law are unknown, Henrietta Brown, who is now deceased and her heirs at law are unknown, and Annie E. Lee, who died intestate and whose husband is also dead, leaving the following children: Henry Lee, who is married to Estella Lee, William Lee, whose whereabouts is unknown, and it is unknown as to who his heirs may be. Arthur Lee, who is married to Omega Lee, Sidney E. Lee, who is married to Violetta Lee, Ira Lee, unmarried, Richard Lee, unmarried, Arnetta Lee, unmarried, and Phyllis Lee Walley, divorced. That the above named persons are the sole descendants of the Perry J. Green, also known as Pere J. Green.

That the plaintiffs since 1920, either by themselves or with a cotenant up to the present time and even their predeceasors in title from the year 1893 have entered upon said property and occupied the same as owners thereof openly, notoriously, continuously and adversely and hostile to any one who might claim an interest in the same, whether the same be legal or equitable, that is to say from 1893 until 1917 by Mary E. Washington, and from 1917 until 1920 by Mary F. DeFord, during part of the year 1920 by Archey C. New, and from 1920 to 1947 with Ernest Brown and the said James B. Brown as tenants in common, and from 1947 until the present time by the said James B. Brown and Eva Brown, his wife, and no other person has ever claimed any interest in said land.

That the plaintiffs, since the year 1920 since they have owned said real estate, the subject of this suit, have never made any payment on the principal or interest on the mortgage held by Philip H. Tuck on said land since the year 1893 and have never acknowledged the existence of any debt due under said mortgage, that no demand for payment has ever been made upon the plaintiffs by the said Philip H. Tuch, his personal representatives and assigns, and since said mortgage is more than 20 years old, the plaintiffs herein allege and state that the same is presumed to have been paid,

That during the month of March, 1965, the plaintiffs, who still occupy the aforesaid real estate, did enter into a contract of sale for a part of the aforesaid described parcels with Martin H. Rodney and Olga H. Rodney, his wife and said vendees have refused to accept title to said real estate until said title is cleared up by order of this Honorable Court decreeing 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 25th day of October 1965, 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 26th day of November, 1965, shall give notice to the Defendants, 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 27th day of December, 1965, 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

True Copy
Test: Charles W. Cecil
Filed Oct. 25, 1965

LIBER 2 PAGE 96

The Bay Times

48
P.O. Box 44, Queenstown, Md., December 15, 1965

THE BAY TIMES, a body corporate, does hereby certify that the
Bill of Complaint
in the case/estate of
James B. Brown and Eva Brown, his wife

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 4 successive weeks before the 26th day of November, 1965, and that the first insertion of said advertisement in said BAY TIMES was on the 29th day of October, 1965; and the last insertion on the 19th day of NOvember, 1965

THE BAY TIMES
By Mary L. Rosedale, Jr.

Filed March 24, 1966

JAMES B. BROWN, et al.

vs.

MARY F. DeFORD, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4737

49

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James B. Brown and Eva Brown, Plaintiffs, by J. Thomas Clark, their Solicitor, respectfully represents:

1. That the Defendants, Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee, Arthur Brown and Blanch Brown, Henry Lee and Estella Lee; Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey; William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green, Bernice White, Madie Green, Grance Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executors and administrators of Phillip H. Tuck, 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 served, summons to appear, answer and defend in this cause, as evidenced by the several summons issued and served in this cause and as evidenced by the Order of Publication issued in this cause and the Certificate of Publication of the same by the Bay Times, all of which are filed in this cause.

2. That although the time allowed by the said summons and the 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 Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William; Arthur Brown and Blanche Brown, Henry Lee and Estella Lee, Arthur Lee and Omega Lee, Sidney E. Lee, and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey, William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green Bernice White, Madie Green, Grance Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl

E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executors and administrators of Phillip H. Tuck, 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, being the Defendants.

(2) That the papers in this cause may be submitted to one of the standing examiners of this Court, so thatyour 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. Brown Clark
Solicitor for Plaintiffs

Files March 24. 1966

ORDER OF COURT

50

The aforegoing petition having been read and considered, and it appearing that the Defendants, Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee, Arthur Brown and Blanch Brown, Henry Lee and Estella Lee, Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey, William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green, Bernice White, Madie Green, Grace Turner, Perry, Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executors and administrators of Phillip H. Tuck, 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, 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 24th day of March, 1966, by the Circuit Court of Queen Anne's County, In Equity, and by the authority thereof, ADJUDGED, 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, Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee, Arthur Brown and Blanch Brown, Henry Lee and Estella Lee, Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey, William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine

SD

G. Roberts and Steve Roberts, Edwin A. Green, Bernice White, Madie Green, Grace Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executor and administrators of Phillip H. Tuck, 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; 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 against those Defendants whom this Decree Pro Confesso is granted.

Thos J Scarlett Jr
JUDGE

Filed Mar. 24, 1966

51

JAMES B. BROWN, et al. * IN THE CIRCUIT COURT FOR

vs. * QUEEN ANNE'S COUNTY

MARY F. DeFORD, et al. * IN EQUITY No. 4737

* * * * * * * * * *

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 Plaintiffs, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Wednesday, March 30, 1966, at 11:00 o'clock, a.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.

Vachel A. Downes, Jr.
Examiner

Filed April 15. 1966

The first witness, upon being duly sworn, does depose and say:

Questions by the examiner:

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

A: James B. Brown, 74, Chester, Maryland, 74 years of age, I'm retired.

Q: Are you one of the Plaintiffs in this cause?

A: Yes.

Q: Will you state whether or not there has been any prior litigation between you and the Defendants in this cause?

A: No.

Questions by Mr. Clark:

Q: Will you please state whether or not you and your wife are the present owners of a tract of land called or formerly known as Timber Landing situate in Cox's Neck in the Fourth Election District of Queen Anne's County, Maryland?

A: Yes.

Q: How did you and your wife acquire this property?

A: We acquired this property by virtue of a straw deed transaction whereby on November 21, 1947, my wife, Eva V. Brown, and myself, James Blaine Brown, conveyed the real estate to Nellie G. Meredith and she thereafter conveyed it to me and my wife as tenants by the entireties on the same date.

Q: I hand you two deeds marked Exhibits K and L to the Bill of Complaint and ask you to identify them?

A: Yes, these are the deeds in the straw deed transaction between my wife, myself and Miss Meredith.

Mr. Clark: I offer into evidence these two deeds and ask that they be marked Exhibits Nos. 1 and 2 to this testimony.

Q: Will you please state whether or not since November 21, 1947, this property has been owned by you and your wife up until the present time?

A: Yes that is true.

Q: Will you please state whether or not you and your wife have occupied the same openly, notoriously, adversely and hostile to anyone who might claim an interest in the same?

A: Yes we have.

Q: Prior to November 21, 1947, who owned this property?

A: I owned the property in my own name prior to November 21, 1947, when I got the same by a deed of partition from my brother Ernest Brown and his wife on June 24, 1947.

Q: I hand you a certified copy of a deed of partition marked Exhibit I to the Bill of Complaint, between Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, dated June 24, 1947, and which was recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 17, folio 362, and ask you to identify it?

A: This is the deed in which I acquired sole title to this property which had previously been owned by my brother and myself together and it is embodied in parcels Nos. 1 and 2 in said deed.

Mr. Clark: I offer into evidence this deed and ask that it be marked Exhibit No. 3 to this testimony.

Q: When did you and your brother, Ernest Brown, acquire the property or real estate which is the subject of this suit?

A: We got the property from Archie New and his wife during the year 1920.

Q: I hand you a certified copy of a deed from Archie New and Evelyn J. New, his wife, to Ernest Brown and James B. Brown dated May 7, 1920, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 4, folio 451, and which is marked Exhibit H to the Bill of Complaint and ask you to identify it?

A: Yes this is a copy of the deed which includes the property which is the subject of this suit, which my brother and I got from the News.

Mr. Clark: I offer into evidence this deed and ask that it be marked Exhibit No. 4 to this testimony.

Q: Have you ever had the real estate which is the subject of this suit surveyed?

A: I have. I had it surveyed by Mr. Fisher, a surveyor, in 1947.

Q: I hand you a certified copy of a Plat and Certificate of Survey of the real estate described in this suit made by John C. Fisher, Surveyor, dated May 16, 1947, and recorded among the land records of Queen Anne's County on June 24, 1947, in Liber A.S.G. Jr. No. 17, folio 364, and marked Exhibit J to the Bill of Complaint in this cause and ask you to identify it?

A: Yes this is a copy of the Plat and Certificate of Survey showing the two parcels of land which are the subject of this suit and which I had Mr. Fisher survey for me at the time my brother and I divided the real estate.

Mr. Clark: I offer into evidence this Plat and Certificate of Survey and ask that it be marked Exhibit No. 5 to this testimony.

Q: Since 1920, when you and your brother acquired the property, will you please state whether or not you and your brother did occupy the same together up until the time you divided the real estate?

A: Yes, we did.

Q: Will you please state whether or not since that time either you and/or you and your wife have occupied the real estate?

A: Yes.

Q: Please state how you have occupied the same?

A: When my brother and I got it together, I moved on the land and I have lived there ever since. My brother, Ernest, lived elsewhere. When we owned it together, we had an oyster house and an oyster shucking shed during the oyster season. During the seasonal months, the land was tilled by both of us whereby strawberries, tomatos, potatos, corn and cantaloupes, among other things, were grown. We also paid the taxes on the land and we paid them jointly from 1920 up until 1947. This land has no timber on it and we always tilled the land and sold the crops off which we harvested. After my brother and I divided the land in 1947, first the title was in my name and after several months it was in my wife's and my names and it still is in my wife's and my names. I have continued to use the oyster house for shucking oysters up until the last couple of years because of my age and the oyster market, I have discontinued the same. I have also occupied the land by building houses on the same where my family lives and I have continued to cultivate and till this land and use the crops to my advantage. My wife and I have also paid the taxes on the land. I did operate for a while a railway from the land into Cox's Creek which was up until about a year ago.

Q: Will you state whether or not you have jointly with your brother, and after you and your brother divided the land by deed of partition, you either alone or with your wife have occupied this land openly, notoriously, adversely and hostile to any and all persons in this world?

A: Yes. Up until the time we entered into a contract of sale to this land and was there after told that the title was bad, I had no knowledge that anyone could claim any interest in this property. There are 8.4 acres in one tract and the small tract is about .6 of an acre according to Mr. Fisher's survey.

Q: Has anyone else ever occupied this land since you owned it or had any interest in the same?

A: No.

Q: Will you state whether or not during the month of March, 1965, you and your wife entered into a contract for sale of part of the described real estate with Dr. Martin H. Rodney and Olga H. Rodney, his wife, for the sum of $6.200.00?

A: Yes and their attorney notified me that the title to this real estate was not clear and they refused to accept a deed for the same and I had to bring this suit.

Q: I hand you a paper writing and ask you to identify it?

A: This is a copy of the contract of sale between myself and my wife with the Rodneys.

Mr. Clark: I offer into evidence this Contract of Sale and ask that it be marked Exhibit No. 6 to this testimony.

Q: I hand you two plats made by William E. Nuttle, Surveyor, Chestertown, Maryland, dated June, 1965, and marked Exhibits M and N to the Bill of Complaint and ask you to identify them?

A: Exhibit M is a plat of the land I agreed to sell to Dr. Rodney and his wife, and it lies on Cox's Creek and is a part of the 8.4 acre tract and it also shows a part of the private road from this lot. Exhibit N shows the private road in its entirety from the Lot Dr. Rodney agreed to buy out to the public Cox's Neck road.

Mr. Clark: I offer into evidence these two plats and ask that they be marked Exhibits Nos. 7 and 8 to this testimony.

Q: Do you know anything about the existence of a mortgage on this real estate which the land records show to have been held by one Philip H. Tuck, and having been given by Richard R. Green, John W. Green and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green and Rachel E. Green, his wife, dated June 12, 1891, recorded among the land records of Queen Anne's County in Liber W.D. No. 6, folio 10, and a certified copy of which mortgage is marked Exhibit D to the Bill of Complaint?

A: No, I do not.

Q: I hand you this writing and ask you to identify it?

A: It is the mortgage which you just asked me about and that is all I know about it.

Mr. Clark: I offer into evidence this mortgage and ask that it be marked Exhibit No. 9 to this testimony.

Q: Did you know anything about the existence of this mortgage?

A: No. I do not.

Q: Have you made any payment on this mortgage to Philip H. Tuck or his heirs and assigns either on the principal or the interest?

A: No.

Q: Have you ever acknowledged the existence of this debt at any time?

A: No.

Q: Do you know whether or not your brother, Ernest Brown, has acknowledged the existence of this mortgage?

A: No, because I have talked to him and he didn't know anything about it.

Q: Has demand for payment been made upon you or your brother?

A: No, none.

Q: How old is this mortgage?

A: It is 74 years old and there has never been a demand made upon me since 1920 when I owned and had an interest in the same.

Q: Is there any other suit now pending to test the validity or to remove the cloud from the title to the real estate which is the subject of this suit?

A: This is the only suit that I know anything about regarding this property.

Q: Will you please state whether or not you know of Perry J. Green who lived sometime around the year 1877?

A: Yes, I know of him.

Q: Who was he?

A: He was my mother's brother.

Q: How many brothers and sisters did Perry J. Green have and please identify them?

A: There were eight; James T. Green, John W. Green, George Green, Richard A. Green, Charles Green and my mother, Eliza Green, who married my father Harrison Brown. The sisters were Henrietta Green Dunn and Mary Washington.

Q: What was the marital status of Perry Green?

A: He was a bachelor.

Q: Did he die with or without a will?

A: He died without a will.

Q: About when did he die?

A: He died before I was born and I was born in 1891.

Q: Are any of your mother's brothers or sisters living?

A: No, they are all dead.

Q: Did your mother's brothers and sisters die with or without wills?

A; All died without wills except Mary Washington, who had a will.

Q: Are the respective spouses of your aunts and uncles on your mother's side living or dead?

A: All are dead.

Q: Did Richard Green, your uncle, have any children at the time of his death?

A: No. He was a bachelor. He was never married.

Q: Did John W. Green die leaving any children and did he survive his wife, Mary?

A: His wife died before he and he left surviving him the following children: Bernice White, who is a widow and whose address is 71 West 138th Street, New York City, New York; Gilmore Green, who is married to Beaulah Green and they live at Chester, Maryland; Perry Green, who is unmarried and lives at 1230 Lanvoll Street, Baltimore, Maryland; Grace Turner, who is a widow and lives at 718 Arlington Avenue, Baltimore, Maryland; Madie Green, who is unmarried and lives at 3229 Belmont Avenue, Baltimore, Maryland; and Rachael Opher, who is married to Norman Opher and they live at Chester, Maryland.

Q: Did George Green have any children and will you please state whether or not his wife survived him?

A: Uncle George's wife, Mary, died before him and when he died he left the following children surviving him: Blanch Austin, who is a widow and she lives at 2305 McCulloh Street, Baltimore, Maryland; Mrs. John H. Clark, whose name is Anita, who is a widow and she lives at 2413 Woodbrook Avenue, Baltimore, Maryland; Carrie Moning, who is a widow and she lives at Chester, Maryland; Catherine G. Roberts, who is married to Steve Roberts and they live at 114-71 Dunkirk Street, St. Albans, New York; and James Green, who is married to Eleanor Green and they live at Chester, Maryland.

Q: Did Charles Green have any children and did his wife, Alice, survive him?

A: His wife died before him and he left the following children: Wavia Q. Mealey, who is a widow, and whose address is 311 Congers Road, New City, New York; and William Green, who is married to Lucille Green and their address is Chester, Maryland.

Q: Did James T. Green have any children and did his wife survive him?

A: James T. Green was married to Rachael Green and his wife died after him intestate, without a will, but she never remarried and she left the following children or descendants of children: Alice Green, a daughter, who was married to Buck Wicks. Buck Wicks died before his wife and Alice is also dead and neither one had a will and she left the following children: Pearl Battle, who is a widow, and her address is 1629 Balmoure Court, Baltimore, Maryland; Marion Smith, who is married to Jerome Smith and they live at 2301 Allendale Road, Baltimore, Maryland; George O. Wicks, who is married to Fannie Wicks, and they live at 1239 West Lanvale Street, Baltimore, Maryland; Joseph E. Wicks, who is single and lives at 1604 Spray Court, Baltimore, Maryland; and Charles Norman Wicks, who is single, and lives at 2301 Allendale Road, Baltimore, Maryland.

Q: Did Henrietta Green Dunn have any children and did her husband survive her?

A: Henrietta Green Dunn was married to Richard Dunn, who died before she died and she died without any children or grandchildren or descendants of children surviving her.

Q: Did Mary Washington have any children and did her husband survive her?

A: Mary Washington was married to William Washington, who died before she died. She died with a will in which she left all her property both real and personal to Mary F. DeFord.

Q: I hand you a certified copy of the will of Mary E. Washington dated June 15, 1917, and which was recorded among the will records of Queen Anne's County in Liber W.T.B. No. 3, folio 498, and marked Exhibit F to the Bill of Complaint in this cause and ask you to identify it?

A: This is a copy of the will of my aunt where she gave everything to Mary F. DeFord.

Mr. Clark: I offer into evidence this certified copy of will and ask that it be marked Exhibit No. 10 to this testimony.

Q: Your mother, Eliza Brown, to whom was she married?

A: Harrison Brown.

Q: Who died first?

A: My mother died first and she died not having a will.

Q: Did your father remarry after your mother's death?

A: No.

Q: Did he have a will?

A: Yes, my father died in 1922 and left a will which was admitted to probate in the Orphans' Court of Queen Anne's County, whereby he left his property to me, my brother, Ernest and my brother John.

Q: I hand you this paper writing and ask you to identify it?

A: Yes, this is the will of my father, Harrison Brown, in which he left all his property to me and my brothers, Ernest and John, and which is recorded among the will records of Queen Anne's County in Liber W.T.B. No. 1, folio 296.

Mr. Clark: I offer into evidence this certified copy of will and ask that it be marked Exhibit No. 11 to this testimony.

Q: Is your brother, John Brown, living?

A: John Brown, my brother, died intestate, a widower, and left surviving him a son, Arthur Brown, who is married to Blanche Brown and they live at 6802 Clearview Street, Philadelphia, Pennsylvania. Ernest Brown, my brother, is still living and he is a widower. He lives at Chester, Maryland. I had a sister, Annie Lee, who was married to Levin Lee, and he died before she did and she died intestate and left surviving her the following children: Henry Lee, who is married to Estella Lee, and they live at 1514 North Pulaski Street, Baltimore, Maryland; Arthur Lee, who is married to Omega Lee, and their address is 3809 Calloway Street, Baltimore, Maryland; Sidney E. Lee, who is

married to Violetta Lee, and their address is 1615 St. Stevens, Baltimore, Maryland; Ira Lee, who is single, and he lives at East New Market, Maryland; Richard Lee, who is single, and he lives at East New Market, Maryland; Arnetta Lee, who is single, and she lives at East New Market, Maryland; and Phyllis Lee Walley, who is a divorcee, and she lives at Rock Hall, Maryland. My sister, Annie Lee, also had another son named William Lee but I don't know his address and don't know if he is married or single, whether he is alive or dead and if dead, whether he died with or without a will. Mary F. DeFord, who is a widow and lives at 1008 Brantley Avenue, Baltimore, Maryland, is also my sister. I had a brother named William H. Brown, who died in New York, but I do not know anything about his family, whether he had any children, whether he had a widow, whether he died with or without a will or anything else about him. I haven't heard anything about him for 40 years. I also had a sister, Margaret B. Epps, and she died while living in New York City and I know she was unmarried and had no children or descendants of children. I also had a sister, Henrietta Brown, who never married and had no children and she died a number of year ago and I don't know if letters were granted on her estate.

Q: Who is Perry J. Green, nee Pere J. Green?

A: Perry J. Green and Pere J. Green are one and the same. He was my uncle and the one who never conveyed his interest out in this property and I don't know when he died except that it was before I was born. I do know that he never married but I have never been able to find out whether he died with or without a will or whether or not letters of administration were granted on his estate.

Q: Who is Edwin A. Green?

A: He is a son of George Green, my uncle. I forgot him when I was giving uncle George's children. He is unmarried and lives at 114-71 Dunkirk Street, St. Albans, New York.

The second witness, upon being duly sworn, does depose and say:

Questions by Mr. Clark:

Q: Please state your name, age, occupation and residence?

A: Casiah Watson, 65, housewife, Chester, Maryland.

Q: Do you know James B. Brown and Eva Brown, his wife?

A: Yes, very well.

Q: How long have you known them?

A: Ever since I was six years old.

Q: Where do you live in relation to where James B. and Eva Brown live?

A: I live in Cox's Neck about one quarter of a mile from them.

Q: How long have Mr. and Mrs. Brown lived on the land which they now occupy?

A: They have actually lived on the land since the year 1947.

Q: Who owned this land prior to the year 1947?

A: James B. Brown and Ernest Brown, his brother, jointly.

Q: How long prior to 1947 did James B. and Ernest Brown own the land that is now owned and occupied by James B. Brown and Eva Brown, his wife?

A: They got it sometime during the early 1920's.

Q: Would you please state from your earliest recollections, what James B. and Eva Brown did with the land when they owned it?

A: They tilled the land and raised crops on it. They have had an oyster house down on the shore of this property and according to my first recollection, Mr. James B. Brown and his wife lived on the property jointly owned by them and Mr. Ernest Brown lived at the home place, which was a different piece of property.

Q: Will you state whether or not Ernest Brown and James B. Brown, while they owned the property in question jointly from the early 1920's up until 1947 when James B. Brown and his wife, Eva, acquired the property, whether or not they occupied the property openly, notoriously, continuously, adversely and hostile to anyone who might claim any interest in the same?

A: Yes. Until I was asked to testify I always thought they had a good title to the property.

Q: Since James B. Brown and Eva Brown acquired it have they occupied the same as owners thereof openly, notoriously, continuously, adversely and hostile to anyone who might claim an interest in the same whether it be legal or illegal and as against the whole wide world?

A: Yes. I have never heard of anyone ever claiming any interest in this property.

Q: If you know, will you please state the location of the property involved in this suit?

A: It is on the west side of Cox's Neck Road about one and one-half miles south from Chester corner and adjoining Cox's Creek on the west, a public road on the east, the property of Ernest Brown on the south and the Nichols property on the north.

Q: If you know, how much land is involved in this suit?

A: I think it is about 8½ or 9 acres.

Q: Do you know any of the Defendants of this suit? Do you know Mary F. DeFord?

A: Yes, she is a sister of James B. Brown.

Q: Do you know Ernest Brown?

A: Yes, he is a brother of James B. Brown.

Q: Do you know Arthur and Blanche Brown?

A: Yes, they live in Philadelphia.

Q: Do you know Henry and Estella Lee?

A: Yes.

Q: Do you know Arthur and Omega Lee?

A: Yes.

Q: Do you know Sidney and Violetta Lee?

A: Yes.

Q: Do you know Ira Lee, Richard Lee and Arnetta Lee, who live at East New Market, Maryland?

A: Yes.

Q; Do you know Phyllis Lee Walley?

A: Yes.

Q: Do you know Wavia Q. Mealey?

A: Yes.

Q: Do you know William Green and Lucille, his wife?

A: Yes.

Q: Do you know Blanch Austin?

A: Yes.

Q: Do you know Mrs. John H. Clark?

A: Yes.

Q: Do you know Catherine and Steve Roberts?

A: Yes.

Q: Do you know Edwin A. Green?

A: Yes.

Q: Do you know Bernice White?

A: Yes.

Q: Do you know Madie Green?

A: Yes.

Q: Do you know Grace Turner?

A: Yes.

Q: Do you know Perry Green?

A: Yes.

Q: Do you know Gilmore and Beaulah Green?

A: Yes.

Q: Do you know Rachael Opher and Norman Opher, her husband?

A: Yes.

Q: Do you know Carrie Moning?

A: Yes.

Q: Do you know Phillip H. Tuck?

A: No.

Q: Do you know Pearl E. Battle?

A: Yes.

Q: Do you know Marian and Jerome Smith?

A: Yes.

Q: Do you know George and Fannie Wicks?

A: Yes.

Q: Do you know Joseph Wicks?

A: Yes.

Q: Do you know Charles Norman Wicks?

A: Yes.

Q: Do you know James and Eleanor Green?

A: Yes.

Q: Will you state whether or not these people are related to James B. Brown?

A: Yes, they all are related to James B. Brown.

Q: Did you know Perry J. Green?

A: No, but I know of him.

Q: Have you ever heard of anyone claiming an interest in this property since James B. Brown and Eva Brown owned it?

A: No.

Q: Will you state whether or not Mr. and Mrs. Brown still occupy and own the property?

A: Yes.

Q: Will you state whether or not they still openly, notoriously, adversely occupy the property hostile to the whole wide world?

A: Yes.

The third witness, upon being duly sworn, does depose and say:

Questions by Mr. Clark:

Q: Please state your name, age, residence and occupation?

A: Beatrice White, 64, I work for Domion Shellfish Company, and I live at Chester, Maryland.

Q: Do you know any of the parties to this suit? Do you know James B. Brown and Eva Brown, his wife?

A: Yes.

Q: How long have you known them?

A: I have known them since about the year 1922.

Q: Where do you live in relation to where Mr. and Mrs. Brown live?

A: I live about a half mile down the road.

Q: Have you always lived near where they live?

A: Yes.

Q: Do you know the Defendants in this suit, namely, do you know Mary F. DeFord?

A: Yes. I know her.

Q: Do you know Ernest Brown?

A: Yes.

Q: Do you know Arthur Brown and Blanche Brown?

A: Yes.

Q: Do you know Henry and Estella Lee?

A: Yes.

Q: Do you know Arthur Lee and Omega Lee, his wife?

A: Yes, I know them.

Q: Do you know Sidney E. Lee and Violetta Lee?

A: Yes.

Q: Do you know Ira Lee?

A: Yes.

Q: Do you know Richard Lee?

A: Yes.

Q: Do you know Arnetta Lee?

A: Yes.

Q: Do you know Phyllis Lee Walley?

A: Yes.

Q: Do you know Wavia Q. Mealey?

A: Yes.

Q: Do you know William Green and Lucille Green?

A: Yes.

Q: Do you know Blanch Austin?

A: Yes.

Q: Do you know Mrs. John H. Clark?

A: Yes.

Q: Do you know Catherine G. Roberts and Steve Roberts?

A: Yes.

Q: Do you know Edwin A. Green?

A: Yes.

Q: Do you know Bernice White?

A: Yes.

Q: Do you know Madie Green?

A: Yes.

Q: Do you know Grace Turner?

A: Yes.

Q: Do you know Perry Green?

A: Yes.

Q: Do you know Gilmore Green and Beaulah Green, his wife?

A: Yes.

Q: Do you know Rachael Opher and Norman Opher?

A: Yes.

Q: Do you know Carrie G. Moning?

A: Yes.

Q: Do you know Phillip H. Tuck?

A: No.

Q: Do you know Pearl E. Battle?

A: Yes.

Q: Do you know Marian Smith and Jerome Smith?

A: Yes.

Q: Do you know George Wicks and Fannie Wicks, his wife?

A: Yes.

Q: Do you know Joseph E. Wicks?

A: Yes.

Q: Do you know Charles Norman Wicks?

A: Yes.

Q: Do you know James Green and Eleanor Green?

A: Yes.

Q: What relation, if you know, are they to James B. Brown?

A: They are nephews, cousins, grandnephews and grandneices.

Q: The land which is the subject of this suit, do you know its location?

A: Yes.

Q: Where is it located?

A: In Cox's Neck. This land is next to the Raymond land now of Mr. Nichols.

Q; Have you had occasion to visit upon this property?

A: Yes, I used to work for Mr. Brown.

Q: What kind of work did you do?

A: I was shucking oysters. I went to work for him when he first got married during the year 1926 or 1927.

Q: How long did you work for him?

A: Off and on for about eight or ten year as an oyster shucker.

Q: Will you state whether or not Mr. Brown has occupied this land since you have known him?

A: Yes. First he and his brother, Ernest, owned it together. They owned it when I worked for Mr. James Brown and then sometime around 1945 or so Mr. Brown and his brother, Ernest, divided the land and Mr. Brown kept the land in question.

Q: At the time that Mr. Brown and Ernest Brown owned this land, will you please state how they occupied the land?

A: They grew tomatos and corn. I know this because sometimes I would go and pick some of the corn. They used to till it every year and they also had an oyster house where oysters were shucked, shipped and sold.

Q: During the time that Mr. Brown and his brother occupied this property, will you state whether or not they occupied it openly, notoriously, continuously, adversely and hostile to anyone who might claim an interest in the same?

A: They are the only ones I know of who claimed an interest. I always thought they owned it.

Q: After they divided the land and Mr. Brown and his wife took the property which is the subject of this suit, will you state whether or not they thereafter up until the present time have openly, notoriously, continuously, adversely and hostile to anyone occupied the same as against anyone who might claim an interest in it?

A: Yes. I never knew anyone to claim an interest in it.

Q: Since 1945 or 1947, will you state how Mr. James B. Brown has occupied this land?

A: Mr. Brown and his wife have continued to occupy the land. They live on the property and have built three homes on this property. He has tilled the land and raised crops on it. He has also had a railway on the property and he has continued in a small way, up until the last year or so, to use the oyster house.

Q: Have you ever heard of anyone claiming an interest in this property prior to the time this suit was brought?

A: No. I always thought he and his wife owned it. In fact, it has always been known down in Cox's Neck and around Chester that Mr. Brown and his wife owned this property.

Q: How large is this property, if you know?

A: From my judgment it is around about seven or eight acres.

Q: Would you please state its location as best you can.

A: It is down Cox's Neck Road from Chester corner about one mile and it lies on the west side of the state road which leads down from Chester corner to Cox's Creek in Queen Anne's County, Maryland. It is bounded on its east side by the state road, bounded on the south by the land owned by Ernest Brown, bounded on the west by Cox's Creek and bounded on the north by the Raymond or Nichols place and it is all clear land.

The fourth witness, upon being duly sworn, does depose and say:

Questions by Mr. Downes:

Q: Please state your name, occupation and residence?

A: J. Thomas Clark, attorney, Centreville, Maryland.

Q: Mr. Clark, will you please state what your search of the land records of Queen Anne's County shows about the title to this property?

A: From a search of the land records of Queen Anne's County it appears that on May 2, 1874, one Jacob C. Legg and Mary Legg deeded to James Thomas Green, John W. Green, Pere J. Green, Charles T. Green, Richard A. Green and George A. Green a tract of land known as Timber Landing in Cox's Neck in the Fourth Election District of Queen Anne's County, Maryland, and which was recorded among the land records of said county in Liber W.A.G.H. No. 1, folio 86, and which copy of said deed is marked Exhibit A to the Bill of Complaint and which deed is hereby offered into evidence as Exhibit No. 12, and which tract of land includes the two parcels of real estate embodied in this cause on which the Bill to Quiet Title is based upon. That thereafter on May 2, 1878, Charles Green, one of the grantees referred to in Exhibit no. 12 did convey his one-sixth interest in the same unto James T. Green, Perry J. Green, John W. Green, Richard A. Green and George A. Green by deed recorded among the land records of Queen Anne's County in Liber J.W. No. 8, folio 185, a copy of which deed is marked Exhibit B to the Bill of Complaint and which is now introduced into evidence as Exhibit No. 13. That thereafter on or about November 20, 1877, J. Carrow Tolson and Etta C. Tolson did convey by deed unto James T. Green, Perry J. Green, John W. Green, George A. Green and Richard Green a lot of land in Cox's Neck and which deed is recorded among the land records of Queen Anne's County in Liber J.W. No. 7, folio 376, a copy of which deed is marked Exhibit C to the Bill of Complaint and which six acre tract is embodied in the eight acres tract as shown on the Fisher survey

previously introduced into evidence and which copy of said deed is hereby introduced and offered into evidence as Exhibit No. 14. That thereafter, and presumably after the death of said Perry J. Green or Pere J. Green, on June 12, 1891, said Richard R. Green, John W. Green and Mary Green, his wife, George A. Green and Mary Green, his wife, and James T. Green and Rachel E. Green, his wife, did grant and convey by mortgage to Philip H. Tuck the aforesaid two described parcels of real estate said mortgage being recorded among the land records of Queen Anne's County in Liber W.D. No. 6, folio 10, which copy of mortgage is marked Exhibit D to the Bill of Complaint and which has previously been offered into evidence as Exhibit No. 9 to this testimony. This mortgage has never been released and remains upon the land records as a cloud upon this title. That thereafter on August 4, 1893, said James T. Green and Rachel Green, his wife, John W. Green and Mary Green, his wife, Richard A. Green and George A. Green and Mary Green, his wife, did by deed purport to grant and convey unto Mary Washington, in fee simple, the above described parcels of land previously referred to herein instead of a mortgage here by the grantees, said deed being recorded among the land records of Queen Anne's County in Liber L.D. No. 2, folio 94, a copy of which deed is marked Exhibit E to the Bill of Complaint and which is hereby introduced into evidence as Exhibit No. 15. That thereafter upon the death of said Mary E. Washington, whereby she left a last will and testament which has previously been introduced into evidence as Exhibit No. 10 to this testimony, she devised all her real and personal property unto Mary F. DeFord. That the said Mary F. DeFord and William DeFord, her husband, did convey said real estate which is the subject of this suit unto one Archey C. New by deed dated April 29, 1920, and which deed is recorded among the land records of Queen Anne's County in Liber J.F.R. No. 4, folio 450, a copy of which deed is marked Exhibit G to the Bill of Complaint and which is hereby introduced into evidence as Exhibit 16 to this testimony. That thereafter said Archey C. New and Evelyn J. New, his wife, did grant and convey said land, which includes the real estate involved in this suit, unto Ernest Brown and James Blain Brown by deed dated May 7, 1920 and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 4, folio 451, and which deed has previously been introduced into evidence as Exhibit No. 4 to this testimony. That thereafter by a Deed of Partition dated June 18, 1947, between Ernest Brown and Ada Brown, his wife, and James Blaine Brown and Eva V. Brown, his wife, the said real estate which is the subject of this suit, being parcels nos. 1 and 2 in said deed, which has previously been introduced into evidence as Exhibit No. 3 to this testimony, became vested in said James Blaine Brown, and also in the same deed there was filed a plat and certificate of survey made by John C. Fisher dated May 16, 1947, and which has previously been introduced into evidence as Exhibit No. 5 to this testimony, wherein it sets forth the lines of the two parcels involved in this wuit as well as a metes and bounds description. That thereafter on November 21, 1947, through a straw deed transaction this property involved in this suit was conveyed by the Plaintiffs to Nellie G. Meredith, who in turn conveyed it to the Plaintiffs as tenants by the entireties, which deeds have previously been introduced into evidence as Exhibit No. 1 and Exhibit No. 2 to this testimony, and which deeds embody the real estate which is the subject of this suit. That thereafter the Plaintiffs did enter into a contract of sale with one Dr. Martin H. Rodney and Olga H. Rodney, his wife, for a part of this land, and a survey was made of the same by William E. Nuttle, Surveyor, both of which the contract of sale and survey have been previously introduced into evidence as Exhibits Nos. 6 and 7 to this testimony respectively, as a result of which the

purchasers, because of the cloud herein outlined, have refused to accept a deed for the same even though there has been occupancy by the Plaintiffs for a period of in excess of 20 years, actually for a period of approximately 44 years.

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:

Vachel A. Downes, Jr., Examiner---------$50.00

Betty M. Comegys, Stenographer,
for taking and transcribing
the testimony----------$100.00

And I do further certify that said testimony was commenced at 11:00 o'clock a.m. and broke at 12:00 o'clock noon, resumed at 1:00 o'clock p.m. and was completed at 5:00 o'clock p.m., or a period of five hours.

Vachel A. Downes Jr.
Examiner

Filed April 15 1966

1/1/64

/56/

Contract of Sale

Approved by the Maryland Association of Real Estate Boards

J. RAMSAY BARRY & CO., INC.
11 EAST LEXINGTON STREET
BALTIMORE, MARYLAND 21202

This Agreement of Sale, made this 7th day of July, 1965, by and between James B. Brown and Eva V. Brown, his wife - -. Seller, whose address is Chester, Maryland and Dr. Martin H. Rodney and Olga H. Rodney, his wife - - - -, Purchaser, whose address is Baltimore, Maryland

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in the 4th Election District of Queen Anne's County, State of Maryland and more viz: particularly described as follows: Beginning for the same at an iron pipe at the northeast corner of the ____________ lands (formerly a part of the James Brown lands), said point being on the northwest side of a 50' road leading into a 10' acess road to Timber Landing Road; and running thence, by and with said ____________ lands N 73°15'W - 230.30' to an iron pipe and N 73°15'W - 9' more or less to the mean high waters of Cox's Creek; thence, by and with said creek in a northeasterly direction 291' more or less to a point which is N 61°41'30"E - 288.65' from the previously mentioned point; thence, by and with a new division line between the herein described lands and the other lands of James Brown S 62°14'50"E - 16' more or less to an iron pipe and S 62°14'50"E - 210.53' to an iron pipe and the northwest side of a new 50' road; thence, by and with the northwest side of said road S 66°00'10"W - 246.78' to the place of beginning. Containing in all 1.0005 acres of land, more or less.

with improvements thereon known as vacent land

(including heating, plumbing and lighting fixtures, stove and refrigerator, awnings, screens, storm doors and windows, venetian blinds, shades, vacant land

and all trees, shrubs and plants: as now installed on the premises, except as follows:

at and for the price of SIX THOUSAND-TWO HUNDRED DOLLARS- Dollars ($6,200.00).

of which FIVE HUNDRED - Dollars ($500.00)

have been paid in the form of cash

prior to the signing hereof, and the balance to be paid as follows: and the balance of FIFTY-SEVEN HUNDRED ($5,700.00) Dollars in cash at the time of settlement which shall be on or before the expiration of sixty (60) days from the date hereof.

It is understood and agreed that the Buyer will pay for the survey of the 1.0005 acres of land. It is understood and and agreed that the seller will build a 50' road into the above mentioned property in accordance with the Queen Anne's County zon ing laws.

(Over)

EXHIBIT # 6
Filed April 15, 1966

Settlement to be on or bei sixty (60) days from t date hereof.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Purchaser's expense by the Seller, which shall convey the property to the Purchaser. 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 subdivision 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.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the Seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half thereof as a compensation for his services, said amount not to exceed the amount of the full commission, as hereafter specified.

Ground rent, rent, water rent, taxes (including Metropolitan District or County Sanitary Commission charges for sewer and water, if any) and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Cost of all documentary stamps required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is $ none. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes J. Ramsay Barry & Co. Inc. as the Realtor negotiating this contract and agrees to pay to said Realtor a brokerage fee for services rendered amounting to 10 ~~4~~ of the sales price, plus one-half of the amount of the annual ground rent, if any; and the 1st $5,000.00 and 6% on the balance party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

Witness the hands and seals of the parties hereto the day and year first above written.

Executed in

Witness — As to Seller's Signature — Seller's Signature (SEAL)

Witness — As to Seller's Signature — Eva V. Brown (SEAL)
Seller's Signature

Witness — As to Buyer's Signature — Martin H Rodney DDS (SEAL)
Buyer's Signature

Witness — As to Buyer's Signature — (SEAL)
Buyer's Signature

Septe[illegible], 1[illegible]

It is understood and agreed by all the parties hereto, that this contract is hereby extended three-hundred and sixty (360) days.

Witness: — Martin H Rodney

Witness: — Eva H Rodney

Witness:

Witness: — James B Brown

WITNESS — Eva V. Brown

6h

In the Name of God, Amen
I Harrison Brown of Kent Island
Queen Annis County in the State
of Maryland, Considering the Certainty
of death and the uncertainty of the
time thereof, and being desirous of
Setting my worldly affairs before being
Called from hence, that I may be the
better prepared to leave this world, do
Make this my last will and testament
Revoking and Annulling all former wills
made by me, proclaiming this and none
other to be my last will and Testament.
First I Commit my Soul to the Almighty
God, and my body to the Earth, to be de-
Cently buried at the discretion of my
Executors hereafter Named, and after
my funeral Expenses, and just debts
are paid I will as follows, —
I to my dear wife, Eliza E. Brown, and
my three Sons, John Brown, Earnest
Brown, and Blane Brown I bequeath
to them jointly and Equally all of my
Real Estate Consisting of about Seven
Acres of land at Timber Landing in
Corsey Creek together with all the build-
ings & thereon, Also all my personal

EXHIBIT # 11
Filed April 15, 1966

property of all kinds whatsoever that I may own at my death—including any money I may have at the time of my decease to be equally divided betwen my wife Eliza E. Brown and three sons hereinafter named—viz John Brown, Earnest Brown, and Blane Brown.

3rd To my four daughters, Mary Frances VE. Ford, Margaret Brown, Henrietta Brown, Annie E. Lee, and my Son William Harry Brown I will and bequeath to them, Each, the Sum of Twenty five dollars, ($25.00) to be paid out of my Estate by my Executors, on or before the Expiration of five years from my decease, the said Sums to draw no interest while remaining unpaid.

4th I appoint my wife Eliza E. Brown and my Nephew Bonnie De Vee my Son Blane Brown as my Executors to Carry out the provisions of this will—they not being required to bond.

5th To my adopted Girl, Rubie Brown daughter of R. B. Brown, the Sum of Twenty five dollars when She ar-

lives at the age of 16 years Provided She Remains with My wife and three Sons, John, Earnest & Blane, in the Survivors of same & when She arrives at the said age of 16 years with no interest however added to the said Twenty five dollars

In testimony whereof I have set my hand and Seal this 12th day of December in the year One Thousand Nine Hundred and twelve 1912

Harrison Brown Seal

Signed, Sealed, published and declared by the above named Harrison Brown as for his last will and testament in our presence, who at his request in his presence, and in the presence of Each other have hereto set our hands as Witnesses hereto.

John O. Phillips
Blanch Moore

March 4th 1913 Personally appeared before me the above named Harrison Brown who being duly sworn on his oath says that the above and foregoing instrument is the last will and testament of Harrison Brown deceased, and that the same was executed by him in all respects as required by law and that at the time of the execution thereof he was of sound mind and memory and not under any restraint, and executed the same of his own free will and accord.

Harrison Brown

Witness my hand and official seal

Notary Public

PROBATE OF WILL.

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

On the twenty first day of July A. D. 1922
came James B. Brown Custodian of the within and aforegoing
instrument of writing, purporting to be the last will and testament of
Harrison Brown late of Queen Anne's County, deceased, and made oath, in
due form of law, that the aforegoing 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 Dr. Snyder, Pres. Stevensville Bank & Trust Co.
on or about the 21st day of July 1922 depositary.

Sworn before me this 21st day of July A. D. 1922
William T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the first day of August 1922
came John O. Phillips

a subscribing witness to the aforegoing last Will and Testament of Harrison Brown
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 Blanche Moore
witness to said Will, at his request in his presence and in the presence of each other, subscribed his name as wit-

Sworn in open court.
Test:
William T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the first day of August 1922
came John O. Phillips

a subscribing witness to the aforegoing last Will and Testament of Harrison Brown
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 Lucy E. Brown, each
witness to said Will, at his request, in his presence and in the presence of each other, subscribed his name as wit-

Sworn in open court.
Test:
William T. Bishop
Register of Wills of Queen Anne's County, Md.

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

On the twenty-second day of August 1922

came Blanch Moore Booker

of

subscribing witness to the aforegoing last Will and Testament of Harrison Brown late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testator sign and seal said Will; that she 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 Her apprehension of sound and disposing mind, memory and understanding; and that she together with John O. Phillips 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:

William D. Bishop
Register of Wills of Queen Anne's County, Md.

State of Maryland, Sct:
In the Orphans' Court
for Queen Anne's County:

The aforegoing Instrument of Writing, proporting to be the last Will and Testament of Harrison Brown 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 their validity, orders and decrees, this 13th day of September A. D., 1922 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Harrison Brown deceased.

Chas. E. Carmichael
Judges of the Orphans' Court for Queen Anne's County.

LIBER 2 PAGE 126

In the Orphans' Court for Q. .n Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the last Will and Testament and Codicil thereto of HARRISON BROWN late of Queen Anne's County, Maryland, deceased, together with the proofs and probate thereof

as filed and passed in this office on September 13th, 1922

and recorded in Liber W.T.B. No. 1 Folio 296, 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 30th day of March 19 66.

Register of Wills for Queen Anne's County, Maryland

LIBER 2 PAGE 127

JAMES B. BROWN, et al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

MARY F. deFORD, et al. IN EQUITY No. 4737

68

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 7th 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 James B. Brown, one of the Plaintiff, and made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts, that the Defendants, Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee; Arthur Brown and Blanch Brown, Henry Lee and Estella Lee, Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey, William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green, Bernice White, Madie Green, Grace Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknwon heirs, executors and administrators of Philip H. Tuck, so far as he has been able to ascertain are not/now in the military service of the United State and have not been in such service within three months prior to October 25, 1965.

WITNESS my hand and Notarial Seal.

Betty M. Comegys
Notary Public

BETTY M. COMEGYS NOTARY PUBLIC QUEEN ANNE'S COUNTY

Filed May 9, 1966

69

JAMES B. BROWN, et al. * IN THE CIRCUIT COURT FOR

vs. * QUEEN ANNE'S COUNTY

MARY F. DeFORD, et al. * IN EQUITY No. 4737

* * * * * * * * *

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 9th day of May, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that :

(1) That James B. Brown and Eva Brown, his wife, as tenants by the entireties, 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 Mary F. DeFord, Ernest Brown, the unknown heirs, executors and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee, Arthur Brown and Blanch Brown, Henry Lee and Estella Lee; Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey; William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green, Bernice White, Madie Green, Grace Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executors and administrators of Philip H. Tuck, 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 those lots or parcels of land which were a part of the tract called "Timber Landing" situate, lying and being in Coxes Neck in the Fourth Election District of Queen Anne's County, Maryland, which said parcels are more particularly described as follows:

Parcel No. 1. Beginning for the same at a Gum tree standing on the west side of the Coxes Neck Road at a point where this parcel corners with the parcel which --- belongs to Ernest Brown, and running thence with said road North 26 degrees 45' East 322 feet to the Raymond land, thence with said Raymond land North 63 degrees 30' West 910 feet to a stake driven in the ground on the bank of Coxes Creek thence by the same course to the mean low water line of Coxes Creek, thence with said mean low water line in a southerly direction to the line of the parcel which Ernest Brown owns--- thence with said Ernest Brown's part of Timber Landing, and leaving the shore line, South 73 degrees 15' East 1093 feet more or less, to the place of beginning, containing 8.4 acres of land, more or less.

Parcel No. 2. Beginning for the same at a point on the shore of Coxes Creek where the north side of the "Timber Landing" road, if projected, would meet the low water line of said Creek, and running thence back with said north side of said "Timber Landing" Road projection South 87 degrees East to a stake on the bank of said Creek, and thence continuing the same course and still with said road 155 feet to the west side of a ten foot private driveway (hereinafter more particularly described) leading to parcel No. 1 above, thence with the same North 6 degrees 45' East 137 feet to a stake and the parcel which Ernest Brown owns ----, thence with same North 87 degrees West 175 feet to a stake on the bank of Coxes Creek thence continuing the same course to mean low water line of Coxes Creek, and thence with said mean low water line in a southerly direction to the place of beginning, containing 6/10 of an acre of land, more or less. (And which includes the tract of land and private road of ingress and egress which is under contract of sale to Martin H. Rodney and Olga H. Rodney, his wife.)

Being the same land granted and conveyed unto James B. Brown and Eva V. Brown, his wife, by Nellie G. Meredith, single lady, by deed dated November 11, 1947, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 18, folio 393.

(2) That Mary F. DeFord, Ernest Brown, the unknown heirs, executor, and administrators of William H. Brown, Margaret B. Epps, Perry J. Green nee Pere J. Green, Henrietta Brown and William Lee, Arthur Brown and Blanch Brown, Henry Lee and Estella Lee; Arthur Lee and Omega Lee, Sidney E. Lee and Violetta Lee, Ira Lee, Richard Lee, Arnetta Lee, Phyllis Lee Walley, Wavia Q. Mealey; William Green and Lucille Green, Blanch Austin, Mrs. John H. Clark, Catherine G. Roberts and Steve Roberts, Edwin A. Green, Pernice White, Madie Green, Grace Turner, Perry Green, Gilmore Green and Beaulah Green, Rachael Opher and Norman Opher, Carrie G. Moning, Pearl E. Battle, Marian Smith and Jerome Smith, George O. Wicks and Fannie Wicks, Joseph E. Wicks, Charles Norman Wicks, James Green and Eleanor Green, the unknown heirs, executors and administrators of Philip H. Tuck, 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 restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

Wm J Keating Jr
JUDGE

Filed May 9. 1966

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourteenth day of May, in the year nineteen hundred and sixty-five, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

NORMAN E. ANDERSON and HILDA ANN ANDERSON, his wife, Grasonville, Maryland	:	IN THE
John W. Anderson and MINNIE D. ANDERSON, his wife, Queenstown, Maryland	:	
EDNA G. SMITH and HENRY E. SMITH, her husband, Queenstown, Maryland PLAINTIFFS	:	CIRCUIT COURT
VS.	:	
JOAN ELOISE ANDERSON McGINNIS and WAYNE McGINNIS, her husband R. D. Chestertown, Maryland	:	FOR
JULIA CECELIA ANDERSON Apt. D, 1746 Grevalia South Pasadena, California	:	QUEEN ANNE'S COUNTY
ANN CHARLENE ANDERSON, a minor, HQ. CO., U.S.A. WAC Detachment South Area, Fort Myers, Arlington 8, Virginia	:	
THERESA B. LESCZYZNSKI and JOSEPH LESCZYZNSKI, her husband, 613 B 7th Street Fort Shafter, Oahu, Hawaii	:	IN EQUITY
CHARLES GIGUS, a minor, 710 Green Street Bridgeport, Pa.	:	No. 4701
JOHN GIGUS, widower, 710 Green St., Bridgeport, Pa. DEFENDANTS	:	

BILL OF COMPLAINT

Norman E. Anderson and Hilda Ann Anderson, his wife, John W. Anderson and Minnie D. Anderson, his wife, and Edna G. Smith and Henry E. Smith, her husband, by their attorney, Clayton C. Carter, allege:

1. That John H. Anderson, late of Queen Anne's County, died on June 24, 1950, intestate, seized and possessed of the following described real estate, to wit:

> ALL that certain lot or parcel of land situate, lying and being on the West side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances according to a Certificate of Survey and Map thereof, dated April 13, 1965, by Shew and Bartlett, Engineers, which is filed herewith and made a part hereof, and marked Exhibits A and B respectively, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eithty three degrees and fifty six minutes West (N 83-56W), one hundred ninety two and seventy nine one-hundredths (192.79) feet to a point in the centerline of the old County Road that formerly let from Bennett Point to Queenstown, but which now "Dead Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty six degrees and twenty one minutes West (N 26-21 W), sixty three and fifty two one hundredths (63.52) feet; 2. North no degrees and nine munutes West (N 00-09W), fifty seven and forty five one-hundredths (57.45) feet to a point, said point being North eighty seven degrees and twenty nine minutes West (N 87-29 W) of, and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Ribinson; thence by and with land of the said Ralph Robinson, through and over the said iron pipe South eighty seven degrees and twenty nine minutes East (S 87-29 E), two hundred twenty five and nine tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty five minutes West (S 02-35 W), one hundred twenty four and ninety six onehundredths (124.96) feet to an iron pipe, the place of beginning CONTAINING five hundred eighty eight one-thousandths (0.588) Acre.

BEING a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 534; which deed is filed herewith as a part hereof and marked Exhibit C.

2. That the said John H. Anderson left surviving him as his only heirs at law, his wife, Effie Cecelia Anderson, and his children, Norman E. An-

derson, John W. Anderson, Edna G. Smith and Mary Gigus and the children of a deceased son, Charles Anderson, namely: Joan Elois Anderson McGinnis, Julia Cecelia Anderson and Ann Charlene Anderson.

3. That the said Mary Gigus departed this life on February 23, 1964, in the State of Pennsylvania, intestate, leaving as her only heirs at law, her husband, John Gigus and her children, Theresa G. Lesczyznski, and Charles Gigus.

4. That the said Effie Cecelia Anderson, departed this life on February 5, 1965, in Queen Anne's County, Maryland, leaving a Last Will and Testament dated June 2, 1952, duly admitted to probate by the Register of Wills of Queen Anne's County on March 15, 1965, and and recorded in Liber E.C.W. No. 2 folio 192 in Record Book of Qills in the Orphans' Count of Queen Anne's County, a certified copy of which is filed herewith as a part hereof and marked Exhibit D, by which she devised her one-third interest in said real estate in equal shares unto her son, John W. Anderson, her daughter, Mary Gigus, her son, Norman E. Anderson, her daughter, Edna G. Smith and the three daughters of her deceased son, Charles M. Anderson, namely: Julia Cecelia Anderson, Joan Elois Anderson McGinnis and Ann Charlene Anderson, the said granddaughters taking only the share of their father; the share of Mary Gigus having vested in her husband, John Gigus and her son, Charles Gugus and her daughter, Theresa G. Lesczyznski, by virtue of her having predeceased the said testatrix.

5. That Norman E. Anderson and Edna G. Smith were duly appointed and qualified as the Administrators c.t.a. of Effie Cecelia Anderson, deceased, as will more fully appear by reference to the Certificate of The Register of Wills of Queen Anne's County filed herewith as a part hereof and marked Exhibit E.

6. That the said Norman E. Anderson and Edna G. Smith, Administrators c.t.a. as aforesaid have given notice to creditors of Effie Cecelia Anderson pursuant to the provisions of Article 93 Section 124 of the Annotated Code of Maryland, as will more particularly appear by reference to the Certificate of Publication thereof in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, filed herewith as a part hereof and marked Exhibit F.

7. That all parties known to the Plaintiffs to have any interest in siad real estate described as aforesaid have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) Norman E. Anderson is married to Hilda Ann Anderson.

(b) John W. Anderson is married to Minnie D. Anderson.

(c) Edna G. Smith is married to Henry E. Smith.

(d) Joan Eloise Anderson McGinnis is married to Wayne MdGinnis.

(d) Julia Cecelia Anderson is a single lady.

(f) Ann Charlene Anderson is a minor and a single lady.

(g) Theresa G. Lesczyznski is married to Joseph Lesczyznski.

(h) Charles Gigus is single and a minor.

(i) John Gigus is a widower.

8. That the said real estate is not susceptible of partition without material loss and injuries to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided among the parties according to their several interests.

WHEREFORE Plaintiffs pray:

(1) That a Decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed between the Plaintiffs and the Defendants according to their respective rights and interests.

(3) That the Plaintiffs may have such other and further relief as the case may require.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiffs
111 Lawyers Row
Centreville, Md. 21617
Telephone: 758-1680

Filed May 14, 1965

EXHIBIT A
Filed May 14, 1965

SHEW AND BARTLETT
ENGINEERS

Hacks Point Beach
Earleville, Maryland
Phone Cecilton-Crest-
wood 504891

CERTIFICATE OF SURVEY

WE hereby certify that we have surveyed for the "Heirs of John H. Anderson", all that certain lot or parcel of land situate, lying and being on the Wesg side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland; which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eighty three degrees and fifty six minutes West (N 83-56 W), one hundred ninety two and seventy nine one-hundredths (192.79) feet to apoint in the centerline of the old Country Road that formerly led from Bennett Point to Queenstown, but which now "Deat Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty six degrees and twenty one minutes West (N 26-21 W), sixty three and fifty two one-hundredths (63.52) feet; 2. North no degrees and nine minutes West (N 00-09 W), fifty seven and forty five one-hundredths (57.45) feet to a point, said point being North eighty seven degrees and twenty nine minutes West (N 87-29 W) of, and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Robinson, through and over the said iron pipe South eighty seven degrees and twenty nine minutes East (S 87-29 E), two hundred twenty five and nine-tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty five minutes West (S 02-35 W), one hundred twenty four and ninety six one-hundredths (124.96) feet to an iron pipe, the place of beginning CONTAINING five hundred eighty eight one-thousandths (0.588) Acre.

Being a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 7, folio 534.

April 13, 1965.

RCS:hb

SHEW & BARTLETT
Shew & Bartlett
Engrs. Reb. 1676.

Filed May 14, 1965

EXHIBIT A "Pl. Exh. 5,"
Filed Nov. 29, 1965

EXHIBIT B
Filed May 14, 1965

EXHIBIT C
Filed May 14, 1965

#8911. Q U E E N AN N E ' S C O U N T Y, T O W I T: Be it remembered that on the twenty eighth day of October, in the year nineteen hundred and twenty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty eighth day of October, in the year nineteen hundred and twenty one, by C. Raymond Helweick and Madeline Helweick, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: that for and in consideration of eight hundred dollars, the full payment thereof being hereby acknowledged, the said C. Raymond Helweick and Madeline Helweick, his wife, do hereby grant and convey unto John H. Anderson, of Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, all that tract, part of a tract lot or parcel of land situate, lying and being in the village of Bryantown or Guy, in the Fifth election district of Queen Anne's County, Maryland, on the left of the public road leading from Queenstown to Bennett's Point, adjoining the lands of William Dadds's heirs, Burley Tompkins, Charles W. Butler and Mrs. Roberta S. Delahay, and containing about two and one quarter acres of land, more or less, and being the same and all the land conveyed by Sarah E. Walters and William H. Walters, her husband, unto the said C. Raymond Helweick and Madeline Helweick, his wife, as tenants by the entireties, by deed dated the fourth day of August, nineteen hundred and nineteen, and recorded in liber J.F.R. No. 2 fol. 496, a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

UNTO AND TO the proper use and benefit of the said John H. Anderson, his heirs and assigns, forever.

AND the said C. Raymond Helweick and Madeline Helweick, his wife, covenant to warrant specially the property hereby conveyed and to execute such other forther assurances thereof as may be or become requisite or necessary.

Witness our hands and seals.

Witness: C. RAYMOND HELWEICK (SEAL)

J. Mck. Tilghman MADELINE HELWEICK (SEAL)

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

I hereby certify that on this twenty eighth day of October, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for QueenAnne's County, personally appeared C. Raymond Helweick and Madeline Helweick, his wife, and did each adknowledge the within and aforegoing deed to be their respective act.

J. McK. Tilghman
Justice of the Peace

One One dollar Internal
Revenue stamp. endorsed:
C.R.H. Oct. 28/21

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 7, folio 534, 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 14th day of May in the year nineteen hundred and sixty-five.

CHARLES W. CECIL

Filed May 14, 1965

"PL. Ex 1"
Filed Nov. 29, 1965

EXHIBIT D
Filed May 14, 1965

WILL

KNOW ALL MEN BY THESE PRESENTS, that I, Effie Cecelia Anderson, of R.F.D., Town of Queenstown, State of Maryland, being of sound mind and menory, do hereby make and publish this my last Will and Testament.

I give and bequeath unto my son, John W. Anderson, of 400 Wise Avenue, Baltimore 22, Maryland; to my daughter, Mary Gigus, of 58 West Fourth Street, Bridgeport, Pennsylvania; to my son, Norman E.Anderson, of Grasonville, Maryland; to my daughter, Edna G. Smith, of Queenstown, Maryland; and to the three daughters of my deceased son, Charles M. Anderson, - my granddaughters, Julia Cecelia and Joan Eloise and Ann Charlene Anderson, of Queenstown, Maryland - his rightful share, if living; to all these mentioned, I request that my property and household furniture and all personal possessions be divided among all in equal shares.

IN WITNESS WHEREOF. I hereunto set my hand and seal this Second

(2) day of June in the year of our Lord One Thousand Nine Hundred and Fifty Two.

Signed, sealed,
and delivered
in the presence
of us:

EFFIE CECELIA ANDERSON (SEAL)

Wm. F. Smouse

Wells Yewell

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

On the 11th day of March A.D., 1965, came Norman Anderson,Sr., Grasonville, Maryland, Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of EFFIE CECILIA ANDERSON, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing 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 office of the Register of Wills on the 11th day of March, 1965, the same having been filed by the Testatrix on the 1st day of July A.D. 1952.

Sworn before

DOROTHY E. CONNOLLY
Register of Wills of Queen
Anne's County, Md.

"PL Exh. 2"
Filed Nov. 29, 1965

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

On the 15th day of March, 1965, came William F. Smouse of Chester, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Effie Cecelia Anderson, 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 his doing she was to the best of his apprehension, of sound and desposing mind, memory and understanding; and that he together with Wells Yewell, now deceased, subscrined 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:

DOROTHY E. CONNOLLY
Register of Wills of Queen
Anne's County,Md.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, Sct:

On this 15th day of March in the year nineteen hundred sixty-five personally appeared Martha Yewell of Queenstown, Maryland and made oath in due form of law that she was well acquainted with WELLS YEWELL who was her husband and who is now dead, having departed this life on December 5, 1959; that she was well acquainted with his handwriting and the signature of the said WELLS YEWELL and that she believes that the signature as appearing on the last Will and Testament of Effie Cecelia Anderson as a witness thereto, is in the handwriting of the said WELLS YEWELL, and is the true and genuine signature of the said Wells Yewell

Sworn in Open Court,

Signature of Credible Witness:

MARTHA YEWELL
Martha Yewell

DOROTHY E. CONNOLLY
Register of Wills for Queen
Anne's County, Maryland

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

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of EFFIE CECELIA ANDERSON late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Register of Wills, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 15th day of March , A.D., 1965, that the same be admitted in this Court as the true and genuine last Will and Testament of the said EFFIE CECELIA ANDERSON, deceased.

DOROTHY E. CONNOLLY
Register of Wills of Queen
Anne's County, Md.

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 aforegoing is a true copy of the Last Will and Testament of EFFIE CECELIA ANDERSON, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on March 15th, 1965 and recorded in Liber E.C.W. No. 2 Folio 192, 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 12th day of May 1965

Orphans'

Court

Seal

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County, Maryland

Filed May 14, 1965

EXHIBIT E
Filed May 14, 1965

STATE OF

MARYLAND

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 OF ADMINISTRATION of all the goods, chattels, credits and personal estate of EFFIE CECELIA ANDERSON, late of Queen Anne's County, deceased, were on the 15th day of March in the year of our Lord one thousand nine hundred and sixty-five granted and committed unto Norman E. Anderson and Edna G. Smith who were then and there appointed ADMINISTRATORS C.T.A. of the said deceased, and that said letters are at this date in full force and effect.

Orphans'

Court

Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office this 13th day of May in the year of our Lord, nineteen hundred and sixty-five.

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

Filed May 14, 1965

"PL. EXH. 3"
Filed Nov. 29 1965

EXHIBIT F
Filed May 14, 1965

NOTICE TO CREDITORS

REAL ESTATE ONLY

This is to give notice that the subscribers have obtained from the Orphans' Court of Queen Anne's County, Maryland, under Section 124 of Article 93, of the Annotated Code of Maryland, letters of Administration c.t.a. of

EFFIE CECELIA ANDERSON

late of said county, deceased, who died without leaving personal estate, but leaving certain real estate in the State of Maryland. Pursuant to the Order of said Court all resident and non-resident creditors of said deceased are hereby warned and notified to file their claims against said deceased, with the vouchers thereof legally authenticated in said Court on or before the 27th day of September, 1965, The law provides that no claim not filed on or before the date mentioned can thereafter be asserted against such real estate in the hands of a purchaser for value.

Given under our hands this 15th day of March, 1965.

NORMAN E. ANDERSON

EDNA G. SMITH
Administrators c.t.a.

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., May 14, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice to creditors in the estate of Effie Cecelia Anderson 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 befoe the 27 day of September, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSVRVER was on the 19 day of March

1965, and the last insertion on the 11 day of April, 1965.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed May 14, 1965

"PL. EXH. 4
Filed Nov. 29, 1965

ORDER OF PUBLICATION
Filed May 14, 1965

NORMAN E. ANDERSON and
HILDA ANN ANDERSON, his wife,
Grasonville, Maryland

JOHN W. ANDERSON and
MINNIE D. ANDERSON, his wife,
Queenstown, Maryland

EDNA G. SMITH and
HENRY E, SMITH, her husband,
Queenstown, Maryland

PLAINTIFFS

VS.

JOAN ELOISE ANDERSON McGINNIS and
WAYNE McGINNIS, her husband,
R.D.
Chestertown, Maryland

JULIA CECELIA ANDERSON
Apt. D, 1746 Grevalia
South Pasadena, California

ANN CHARLENE ANDERSON, a minor,
HQ. Co., U.S.A. WAC Detachment
South Area, Fort Myers,
Arlington 8, Virginia

THERESA G. LESCZYZNSKI and
JOSEPH LESCZYZNSKI, her husband,
613 B 7th Street
Fort Shafter, Oahu, Hawaii

CHARLES GIGUS, a minor,
710 Green Street
Bridgeport, Pa.

JOHN GIGUS, widower,
710 Green Street
Bridgeport, Pa.

DEFENDANTS

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4701

ORDER OF PUBLICATION

The object of this proceeding is to obtain a sale of the property described as follows:

ALL that certain lot or parcel of land situate, lying and being on the West side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Map thereof, dated April 13, 1965, by Shew and Bartlett, Engineers, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eighty three degrees and fifty six minutes West (N 83-56 W), one hundred ninety two and seventy nine one-hundredths (192.79) feet to a point in the center line of the old County Road that formerly led from Bennett Point to Queenstown, but which now "Dead Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty six degrees and twenty one minutes West (N26-21 W), sixty three and fifty two one-hundredths (63.52) feet; 2. North no degrees and nine minutes West (N 00-09W), fifty seven and forty five one-hundredths (57.45) feet to a point, said being North eighty seven degrees and twenty nine minutes West (N 87-29 W) of, and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Robinson; thence by and with land of the said Ralph Robinson, through and over the said iron pipe South eighty seven degrees and twenty nine minutes East (S 87-29 E), two hundred twenty five and nine-tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty five

minutes West (S 02-35 W), one hundred twenty four and ninety six one-hundredths (124.96) feet to an iron pipe, the place of beginning CONTAININE fiew hundred eighty eight one-thousandths (0.588) Acre.

BEING a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 534.

That the said John H. Anderson left surviving him as his only heirs at law, his wife, Effie Cecelia Anderson, and his children, Norman, E. Anderson, John W. Anderson, Edna G. Smith and Mary Gigus and the children of a deceased son, Charles Anderson, namely: Joan Eloise Anderson McGinnis, Julia Cecelia Anderson and Ann Charlene Anderson.

That the said Mary Gugus departed this life on February 23, 1964, the the State of Pennsylvania, intestate, leaving as her only heirs at law, her husband, John Gigus and her children, Theresa G. Lesczyznski, and Charles Gigus.

That the said Effie Cecelia Anderson, departed this life on February 5, 1965, in Queen Anne's County, Maryland, leaving a Last Will and Testament dated June 2, 1952, duly admitted to probate by the Register of Wills of Queen Anne's County on March 15, 1965, and recorded in Liber E.C.W. No. 2 folio 192 in Record Book of Wills in the Orphans' Court of Queen Anne's County, by which she devised her one-third interest in said real estate in equal shares unto her son, John W. Anderson, her daughter, Mary Gugus, her son, Norman E. Anderson, her daughter, Edna G. Smith, and the three daughters of her deceased son, Charles M. Anderson, namely: Julia Cecelia Anderson, Joan Eloise Anderson McGinnis and Ann Charlesne Anderson, the said granddaughters taking only the share of their father; the share of Mary Gigus having vested in her husband, John Gigus and her son, Charles Gigus and her daughter, Theresa G. Lesczyznski, by virtue of her having predeceased the said testatix.

That Norman E. Anderson and Edna G. Smith were duly appointed and qualified as the Administrators c.t.a. of Effie Cecelia Anderson, deceased, as will more fully appear by reference to the Certificate of the Register of Wills of Queen Anne's County.

That the said Norman E. Anderson and Edna G. Smith, Administrators c.t.a. as aforesaid have given notice to creditors of Effie Cecelia Anderson pursuant to the provisions of Article 93 Section 124 of the Annotated Code of Maryland, as will more particularly appear by reference to the Certificate of Publication thereof in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County.

That all parties known to the Plaintiffs to have any interest in said real estate described as aforesaid have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) Norman E. Anderson is married to Hilda Ann Anderson.

(b) John W. Anderson is married to Minnie D. Anderson.

(c) Edna G. Smith is married to Henry E. Smith.

(d) Joan Eloise Anderson McGinnis is married to Wayne McGinnis.

(e) Julia Cecelia Anderson is a single lady.

(f) Ann Charlene Anderson is a minor and a single lady.

(g) Theresa G. Lesczyznski is married to Joseph Lesxzyznski.

(h) Charles Gigus is single and a minor.

(i) John Gigus is a widower.

That the said real estate is not susceptible of partition without material loss and injuries to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided among the parties according to their several interests.

Bill prays that a Decree may be passed for the sale of said real estate; that the proceeds of said sale may be distributed between the Plaintiffs and the Defendants according to their respective rights and interests and that the Plaintiffs may have such other and further relief as the case may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County this 14th day of May, 1965, 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 in each of four (4) successive weeks before the 17th day of June, 1965, 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 at the Circuit Court for Queen Anne's County on or before the 19th day of July, 1965, 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 of Court

Filed May 14, 1965

SUMMONS
Filed June 4, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

June Return Day

File No. 4701

Docket C.W.C. No. 1, fol. 88

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

TO: Joan Eloise Anderson McGinnis and
Wayne McGinnis, her husband,
R.D., Chestertown, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of June, next, to answer an action at the suit of Norman E. Anderson and Hilda Ann Anderson, his wife, Grasonville, Maryland, John W. Anderson and Minnie D. Anderson, his wife, Queenstown, Maryland, Edna G. Smith and Henry E. Smith, her husband, Queenstown, Maryland,

Issued the 14th, day of May 1965.

Witness the Honorable Chief Judge of the Second Jucicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Clayton C. Carter

111 Lawyers Row

ADDRESS: Centreville, Md. 21617
Telephone: 758-1680

CHARLES W. CECIL
Clerk

(Seal of Court)

Court
Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE ANANSWER OR OTHER DEFENSE ON OR BEFORE June 22, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AAINST YOU.
Served by delivering a copy of the within Summons to Joan Eloise Anderson McGinnis and Wayne McGinnis, and by leaving with each of them a copy of the Bill of Complaint, this 31st day of May 1965.

EARTUS O. VICKERS Sheriff of

Kent Co.

And on the back of the aforegoing is the following endorsement, to wit:-

Received MAY 17 1965
and forthwith delivered to the
Sheriff of Kent Co., Md. for service.

Test:

EARL H. PINDER Clerk

ORDER OF PUBLICATION
Filed Sept. 2, 1965

NORMAN E. ANDERSON and Hilda Ann Anderson, his wife Grasonville, Maryland	:	IN THE
JOHN W. ANDERSON and MINNIE D. ANDERSON, his wife, Queenstown, Maryland	:	
EDNA G. SMITH and HENRY E. SMITH, her husband, Queenstown, Maryland PLAINTIFFS	:	CIRCUIT COURT
VS.	:	
JOAN ELOISE ANDERSON McGINNIS and WAYNE McGINNIS, her husband, R.D., Chestertown, Maryland	:	FOR
JULIA CECELIA ANDERSON Apt. D, 1746 Grevalia South Pasadena, California		QUEEN ANNE'S COUNTY
ANN CHARLENE ANDERSON, a minor HQ. Co., U.S.A. WAC Detachment South Area, Fort Myers, Arlington 8, Virginia		
THERESA G. LESCZYZNSKI, JOSEPH LESCZYZNSKI, her husband 613 B. 7th Street Fort Shafter, Oahu, Hawail		IN EQUITY

CHARLES GIGUS, a minor, : NO. 4701
710 Green Street
Bridgeport, Pa. :

JOHN GUGUS, widower, :
710 Green Street
Bridgeport, Pa. :
DEFENDANTS

ORDER OF PUBLICATION

The object of this proceeding is to obtain a sale of the property described as follows:

ALL that certain lot or parcel of land situate, lying and being on the West side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Map thereof, dated April 13, 1965, by Shew and Bartlett, Engineers, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eighty three degrees and fifty six minutes West (N 83-56 W), one hundred ninety two and seventy nine one-hundredths (192.79) feet to a point in the centerline of the old County Road that formerly led from Bennett Point to Queenstown, but which now "Dead Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty six degrees and twenty one minutes West (N 26-21 W), sixty three and fifty two one-hundredths (63.52) feet; 2. North no degrees and nine minutes West (N 00-09 W), fifty seven and forty five one hundredths (57.45) feet to a point, said point being North eighty seven degrees and twenty nine minutes West (N 87-29) of, and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Robinson; thence by and with land of the said Ralph Robinson, through and over the said iron pipe South eighty seven degrees and twenty nine minutes East (S 87-29 E), two hundred twenty five and nine-tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty five minutes West (S 02-35 W), one hundred twenty four and ninety six one-hundredths (124.96) feet to an iron pipe, the place of beginning CONTAINING five hundred eighty eight one-thousandths (0.588) Acre.

BEING a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7 folio 534.

That the said John H. Anderson left surviving him as his only heirs at law, his wife, Effie Cecelia Anderson, and his children, Norman E. Anderson, John W. Anderson, Edna G. Smith and Mary Gigus, and the children of a deceased son, Charles Anderson, namely: Joan Eloise Anderson McGinnis, Julia Cecelia Anderson and Ann Charlene Anderson.

That the said Mary Gigus departed this life on February 23, 1964, in the State of Pennsylvania, intestate, leaving as her only heirs at law, her husband, John Gigus and her children, Theresa G. Lesczyznski, and Charles Gigus.

That the said Effie Cecelia Anderson, departed this life on February 5, 1965, in Queen Anne's County, Maryland, leaving a Last Will and Testament dated June 2, 1952, duly admitted to probate by the Register of Wills of Queen Anne's Coumty on March 15, 1965, and recorded in Liber E.C.W. No. 2 folio 192 in Record Book of Wills in the Orphans' Court of Queen Anne's County, by which she devised her one-third interest in said real estate in equal shares unto her son, John W. Anderson, her daughter, Mary Gigus, her son, Norman E. Anderson, her daughter, Edna G. Smith, and the three daughters of her deceased son, Charles M. Anderson, namely: Julia Cecelia Anderson, Joan Eloise Anderson McGinnis and Ann Charlese Anderson, the said granddaughters taking only the share of their father; the share of Mary Gigus having vested in her husband, John Gigus, and her son, Charles Gigus and her daughter, Theresa G. Lesczyznski, by virtue of her having predeceased the said testatrix.

That Norman E. Anderson and Edna G. Smith were duly appointed and qualified as the Administrators c.t.a. of Effie Cecelia Anderson, deceased, as will more fully appear by reference to the Certificate of the Register of Wills of Queen Anne's County.

That the said Norman E. Anderson and Edna G. Smith, Administrators c.t.a. as aforesaid have given notice to creditors of Effie Cecelia Anderson pursuant to the provisions of Article 93 Section 124 of the Annotated Code of Maryland, as will more particularly appear by reference to the Certificate of Publication thereof in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County.

That all parties known to the Plaintiffs to have any interest in said real estate described as aforesaid have been made parties to this proceeding, as will more fully appear as follows, that is to say:

(a) Norman E. Anderson is married to Hilda Ann Anderson.

(b) John W. Anderson is married to Minnie D. Anderson.

(c) Edna G. Smith is married to Henry E. Smith.

(d) John Eloise Anderson McGinnis is married to Wayne McGinnis.

(e) Julya Cecelia Anderson is a single lady.

(f) Ann Charlene Anderson is a minor and a single lady.

(g) Theresa G. Lesczyznski is married to Joseph Lesczyznski.

(h) Charles Gigus is single and a minor.

(i) John Gigus is a widower.

That the said real estate is not susceptible to partition without material loss and injuries to the parties entitled to interests therein as above states, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided among the parties according to their several interests.

Bill prays that a Decree may be passed for the sale of said real estate; that the proceeds of said sale may be distributed between the Plaintiffs and the Defendants according to their respective rights and interests and that the Plaintiffs may have such other and further relief as the case may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County this 2nd day of Sept. 1965, 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 in each of four (4) successive weeks before the 7th day of October, 1965, shall give notice of the Defendants who are non-residents of the State of Maryland of the substance and object of the Bill of Complaint and to appear at the Circuit Court for Queen Anne's County on or before the 8th day of November, 1965, 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 of Court

Filed Sept. 2, 1965

ADMISSION OF SERVICE OF
ORDER OFPUBLICATION
Filed Sept. 14, 1965

NORMAN E. ANDERSON, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. Defendants	:	IN EQUITY
	:	NO. 4701

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

I HEREBY CERTIFY, that on the 7th day of September, 1965, at 5:50 o'clock P.M. I received at the following address, to wit:

Apartment G. 1742 Grevelia, South Pasadena, California

a certified copy of the Order of Publication in the above entitled case, dated the 2nd day of September, 1965.

WITNESS:

JEANNETTE LOVOLD

(Mrs.) Julia Cecelia Anderson Sonneschein
(Julia Cecelia Anderson
(Mrs.Walter Sonneschein)

Filed Sept. 14, 1965

SUGGESTION OF MARRIAGE
Filed Sept. 22, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. DEFENDANTS	:	IN EQUITY
	:	NO. 4701

SUGGESTION OF MARRIAGE

Julia Cecelia Anderson Sonnenschein, erroneously refereed to in the Bill of Complaint and Order of Publication as Julia Cecelia Anderson, whose address is Apt. G, 1742 Grevelia, South Pasadena, California, and not D, 1746 Grevalia as erroneously alleged in The Bill of Complaint and Order of Publication, suggests her marriage to Walter Sonnenschein and that she is now known as Julia Cecelia Anderson Sonnenschein.

JULIA CECELIA ANDERSON SONNENSCHEIN
Julia Cecelia Anderson Sonnenschein

Service of a copy of the within suggestion admitted this 19th day of September, 1965, and consent given to the ammendment of the pleadings to show said marriage.

CLAYTON C. CARTER
Attorney for Plaintiffs

Filed Sept. 22, 1965

ORDER OF COURT
Filed Sept. 22, 1965

ORDER OF COURT

Upon the foregoing suggestion and consent, it is this 22nd day of September, 1965,

ORDERED, by The Circuit Court of Queen Anne's County, in Equity, that all pleadings herein shall be deemed amended to show the name of Julia Cecelia Anderson Sonnenschein in place of Julia Cecelia Anderson, defendant, and the Clerk shall amend the title of this action on the docket to show said substitution.

THOS J KEATING JR.
Judge

Filed Sept. 22, 1965

PETITION OF OMITTED PARTY TO BE
MADE PARTY DEFENDANT
Filed Sept. 22, 1965

NORMAN E. ANDERSON, et al PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	QWEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al DEFENDANTS	:	IN EQUITY
	:	NO. 4701

PETITION OF OMITTED PARTY TO BE MADE PARTY DEFENDANT

Walter Sonnenschein, petitions, pursuant to Maryland Rule 282, to be added as a party defendant.

The grounds of his petition are as follows:

That he has intermarried with Julia Cecelia Anderson Sonnenschein (nee Anderson), who has a fractional interest in the property which is the subject of this proceeding.

That your petitioner has an incohate right dower in his wife's interest by virtue of said marriage.

WALTER SONNENSCHEIN
Walter Sonnenschein

Service of a copy of the within petition admitted this 19th day of September, 1965, and consent is hereby given to the addition of Walter Sonnenschein as a party defendant in the above entitled cause.

CLAYTON C. CARTER
Attorney for Plaintiffs

Filed Sept. 22, 1965

ORDER OF COURT
Filed Sept. 22, 1965

ORDER OF COURT

Upon the aforegoing petition and consent, it is this 22nd day of September, 1965.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, that Walter Sonnenschein is made a party defendant and all pleadings herein shall be deemed ammended to show that addition, and the Clerk shall ammend the title of this action on the docket to show said addition.

THOS J KEATING JR
Judge

Filed Sept. 22, 1965

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed Sept. 27, 1965

NORMAN E. ANDERSON, et al. : IN THE CIRCUIT COURT
Plaintiffs :
: FOR
vs. :
: QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. :
Defendants : IN EQUITY
: NO. 4701

ADMISSION OF SERVICE OF ORDER OF PUBLICATION

I HEREBY CERTIFY, that on the 7th day of September, 1965, at 10:30 o'clock A.M. I received at the following address, to wit:

1226-C
Ft. Shafter, Oahu, Hawail

a certified copy of the Order of Publication in the above entitled case, dated the 2nd day of September, 1965.

WITNESS:

R V TAIBB
R.V. TAIBB.
LT. COL. USA, 063044
Summary Court

THERESA G. LESCZYZNSKI
Theresa G. Lesczyznski

Filed Sept. 27, 1965

ADMISSION OF SERVICE OF
ORDER OF PUBLICATION
Filed Sept. 27, 1965

NORMAN E. ANDERSON, et al. : IN THE CIRCUIT COURT
Plaintiffs :
: FOR
vs. :
: QUEEN ANNE'S COUNTY
Joan ELOISE ANDERSON McGINNIS, et al. :
DEfendants : IN EQUITY
: NO. 4701

ADDMISSION OF SERVICE OF ORDER OF PUBLICATION

I HEREBY CERTIFY, that on the 7th day of September, 1965, at 10:30 o'clock A.M. I received at the following address, to wit:

1226*C
Rt. Shafter, Oahu, Hawail

a certified copy of the Order of Publication in the above entitled case, dated the 2nd day of September, 1965.

WITNESS:

R V TAIBB
R V Taibb
Lt Col 063044, USA
Summary Court

JOSEPH LESCZYZNSKI
Joseph Lesczyznski

Filed Sept. 27, 1965

ANSWER
Filed Sept. 27, 1966

NORMAN E. ANDERSON, et al : IN THE CIRCUIT COURT
PLAINTIFFS :
: FOR
VS. :
: QUEEN ANNE'S COUNTY
JOAN ELOISE McGINNIS, et al :
DEFENDANTS : IN EQUITY
: NO. 4701

ANSWER OF THERESA G. LESZCYNSKI and JOSEPH LESZCZYNSKI

Theresa G. Leszczynski and Joseph Leszczynski, her husband, erroneously referred to in The Bill of Complaint and Order of Publication as "Lesczyznski", whose correct address is 1226-C, Fort Shafer, Oahu, Hawaii, and not 613 B 7th Street as erroneously alleged in The Bill of Complaint and Order of Publication, say that they admit the matters and facts stated in The Bill of Complaint and Order of Publication.

THERESA G. LESZCZYNSKI
Theresa G. Leszczynski

ADMISSION OF SERVICE

Service of a copy of the within answer admitted this 27th day of September, 1965.

CLAYTON C. CARTER
Attorney for Plaintiffs

Filed Sept. 27, 1965

CERTIFICATE OF SERVICE OF
ORDER OF PUBLICATION
Filed Oct. 4, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAD ELOISE ANDERSON McGINNIS, et al. DEFENDANTS	:	IN EQUITY
		NO. 4701

CERTIFICATE OF SERVICE OF ORDER OF PUBLICATION

I, Joseph L. Mandes, a Deputy Sheriff of Montgomery County, Pennsylvania, hereby certify that on the 10th day of September, 1965, I served a Certifed copy of the Order of Publication passed by the Circuit Court for Queen Anne's County, in Equity, Cause No. 4701, dated September 2nd, 1965, upon Charles Gigus at 710 Green Street, Bridgegport, Pennsylvania at 9:25 o'clock A.M. by delivering and leaving said copy thereof with the said Charles Gigus and another copy thereof with John Gigus, his father, in whose custody he was found.

JOSEPH L MANDER
Deputy Sheriff

MERRILL A. BUCHER
Sheriff
Montgomery County, Pa.

Affirmed and subscribed
to before me this 27th
day of Sept. A.D. 1965.

CLIFFORD G. WINKLER
Notary Public

CLIFFORD G. WINKLER, NOTARY PUBLIC
SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY
MY COMMISSION EXPIRES MAY 10, 1969

Notary
Public
Seal

CERTIFICATE OF NOTARY PUBLIC ATTACHED:

P-Notary Public

STATE OF PENNSYLVANIA,
SS:
COUNTY OF MONTGOMERY,

I, Robert Riethmiller, PROTHONOTARY, of the Court of Common Pleas of said County of Montgomery, in the State aforesaid (said Court being a Court of Record), DO HEREBY CERTIFY That CLIFFORD G. WINKLER, the NOTARY PUBLIC, before whom the within acknowledgment or deposition was made, was at the time of taking the same aughorized by the laws of the State of Pennsylvania to take the acknowledgments and proofs of deeds or conveyances for land, tenements and hereditaments situate, lying and being in said State of Pennsylvania. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said cerfificate of proof, acknowledgment or deposition is genuine.

Court
Seal

IN TESTIMONY WHEROEF, I have hereunto set my hand and seal of the said Court at Norristown, this 27th day of September, 1965.

ROBT RIETHMILLER Prothonotary

CERTIFICATE OF SERVICE OF
ORDER OF PUBLICATION
Filed Oct. 4, 1965

NORMAN E. ANDERSON, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. Defendants	:	IN EQUITY
		NO. 4701

CERTIFICATE OF SERVICE OF ORDER OF PUBLICATION

I, Joseph L. Mandes, a Deputy Sheriff of Montgomery County, Pennsylvania, hereby certify that on the 10th day of September, 1965, I served a Certified Copy of the Order of Publication passed by the Circuit Court for Queen Anne's County, in Equity, Cause No. 4701, dated September 2nd, 1965, upon John Gigus at 710 Green Street, Bridgeport, Pennsylvania at 9:25 o'clock A.M. by delivering and leaving said copy thereof with the said John Gigus.

JOSEPH L MANDER
Deputy Sheriff

MERRILL A. BUCKER
Sheriff
Montgomery County, Pa.

Affirmed and subscribed
to before me this 27th
day of Sept. A.D. 1965.

CLIFFORD G. WINKLER
Notary Public

CLIFFORD G. WINKLER, NOTARY PUBLIC
SPRINGFIELD TOWNSHIP, MONTOGOMERY COUNTY
MY COMMISSION EXPIRES MARCH 10, 1969
Notary
Public
Seal

Certificate of Notary Public attached thereto:

P-Notary Public

STATE OF PENNSYLVANIA)
SS:
COUNTY OF MONTGOMERY,)

I, ROBERT RIETHMILLER, PROTHONOTARY, of the Court of Common Pleas of said County of Montgomery, in the State aforesaid (said Court being a Court of Record), DO HEREBY CERTIFY, That CLIFFORD G. WINKLER, the NOTARY PUBLIC, before whom the within acknowledgment or deposition was made, was at the time of taking the same authorized by the laws of the State of Pennsylvania. And further that I am well acquainted with the handwriting of such Notary and varily believe that the signature to said certificate of proof, acknowledgment or deposition is genuine.

Court

Seal

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said Court at Norristown, this 27th day of September, 1965.

RORT RIETHMILLER
Prothonotary

CERTIFICATE OF SERVICE OF ORDER
OF PUBLICATION
Filed Oct. 4, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOAN ELOISE ANDERSON McGINNIS, etal.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4701

CERTIFICATE OF SERVICE OF ORDER OF PUBLICATION

I, Joseph S. Quimby, Sheriff of Queen Anne's County, Maryland, hereby certify that on the 2nd day of October, 1965, I served a Certified Copy of the Order of Publication passed by the Circuit Court for Queen Anne's County, in Equity, Cause No. 4701, dated September 2nd, 1965, upon Ann Charlene Anderson at the Queen Anne's County Jail, Centreville, Maryland at 2:30 o'clock P.M. by delivering and leaving said copy thereof with the said Ann Charlene Anderson and another copy thereof with Mildred Morgan, her mother, by who she was accompanied.

JOSEPH S. QUIMBY
Sheriff

MOTION TO APPOINT
GUARDIAN AD LITEM
Filed Nov. 9, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOAN ELOISE ANDERSON McGINNIS,et al. DEFENDANTS	:	QUEEN ANNE'S COUNTY
		IN EQUITY

NO. 4701

MOTION TO APPOINT GUARDIAN AD LITEM

Norman E. Anderson and Hilda Ann Anderson, his wife, John W. Anderson and Minnie D. Anderson, his wife, and Edna G. Smith and Henry E. Smith, her husband. Plaintiffs, by Clayton C. Carter, their attorney, move, pursuant to Maryland Rule 205 e 2, for the appointment of a Guardian ad Litem for Ann Charlene Anderson and Charles Gigus, minors, Defendants.

The grounds of the motion are as follows:

1. This is an action in which the title to land is involved.

2. The said minors are non-residents and have been personally served pursuant to the provisions of Maryland Rule 105 d 2.

3. No guardians for them have been appointed for them in the jurisdiction of this Court.

4. Movants are entitled to the appointment of a Guardian ad Litem for said monors and suggest as Guardian ad Litem, Jean D. Haymaker, who has no interest whatever in this suit adverse to that of said minors.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiffs

Filed Nov. 9, 1965

A MOTION FOR DECREE PRO CONFESSO
Filed Nov. 9, 1965

NORMAN E. ANDERSON, et al. : IN THE CIRCUIT COURT
PLAINTIFFS :
: FOR
VS. :
: QUEEN ANNE'S COUNTY
JOHN ELOISE ANDERSON McGINNIS, et al. :
DEFENDANTS : IN EQUITY
: NO. 4701

A MOTION FOR DECREE PRO CONFESSO

Norman E. Anderson and Hilda Ann Anderson, his wife; John W. Anderson and Minnie D. Anderson, his wife; and Edna G. Smith and Henry E. Smith, her husband, by Clayton C. Carter, their attorney, move, pursuant to Maryland Rule 310 b, for a Decree Pro Confesso against Joan Eloise Anderson McGinnis and Wayne McGinnis, her husband for failure to comply with the requirements as to time for peading in that the time for filing their answer or other initial pleading expired on the 22nd day of June, 1965, and the said answers or other initial pleadings have not been filed.

And the said Plaintiffs further move for a Decree Pro Confesso against John Gigus for failure to comply with the requirements as to time for pleading in that the time for filing an answer or other defense expired on November 8, 1965, and the said answer or other initial pleading has not been filed.

CLAYTON C. CARTER
Clayton C. Carter
Attorney for Plaintiffs

Filed Nov. 9, 1965

ORDER OF COURT
Filed Nov. 9, 1965

ORDER OF COURT

Upon the foregoing Motion, it is this 9th day of November, 1965, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Jean D. Haymaker is hereby appointed Guardian ad Litem to appear, answer and defend for Ann Charlene Anderson and Charles Gigus, minors.

THOS J KEATING JR
Judge

Filed Nov. 9, 1865

DECREE PRO CONFESSO
Filed Nov. 9, 1965

DECREE PRO CONFESSO

Upon the foregoing Motion of the Plaintiffs in the above entitled Cause, it is this 9th day of November, 1965, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, that the Bill of Complaint is taken pro confesso against Joan Eloise Anderson McGinnis and Wayne McGinnis, her husband, and John Gigus and the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill of Complaint.

THOS J KEATING JR.
Judge

ANSWER OF GUARDIAN AD LITEM
Filed Nov. 10, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. DEFENDANTS	:	IN EQUITY
	:	NO. 4701

ANSWER OF GUARDIAN AD LITEM FOR ANN CHARLENE ANDERSON AND CHARLES GIGUS, MINORS

Jean D. Haymaker, Guardian ad Litem of Ann Charlene Anderson and Charles Gigus, minors, on behalf of said minors, in answer to the Bill of Complaint, says:

1. She admits the allegations of said Bill of Complaint as amended.

2. She submits the rights of said minors to the protection of this Court.

And as in duty bound, etc.

JEAN D. HAYMAKER
Jean D. Haymaker,
Guardian ad Litem of Ann Charlene Anderson and Charles Gigus, minors.

I CERTIFY, that on this 10th day of November, 1965, I personally served the aforegoing Answer on Clayton C. Carter, Attorney for Plaintiffs, at this law office at 111 Lawyers Row, Centreville, Maryland. I a over 21 years of age.

JEAN D. HAYMAKER
Guardian ad Litem of Ann Charlene Anderson and Charles Gigus, minors

Filed Nov. 10, 1965

ANSWER OF JULIA CECELIA ANDERSON
Filed Nov. 19, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. DEFENDANTS	:	IN EQUITY
	:	NO. 4701

ANSWER OF JULIA CECELIA ANDERSON SONNENSCHEIN and WALTER SONNENSCHEIN, HER HUSBAND

Julia Cecelia Anderson Sonnenschein and Walter Sonnenschein, her husband, for an Answer to the Bill of Complaint and Order of Publication filed in this Cause say that they admit the matters and facts stated therein.

JULIA CECELIA ANDERSON SONNENSCHEIN
Julia Cecelia Anderson Sonnenschein

WALTER SCONNENSCHEIN
Walter Sonnenschein

ADMISSION OF SERVICE

Service of a copy of the Within Answer admitted this 19th day of November, 1965.

CLAYTON C. CARTER
Attorney for Plaintiff

Filed Nov. 19, 1965

DEPOSITIONS
Filed Nov. 29, 1965

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.		

JOAN ELOISE ANDERSON MCGINNIS, : QUEEN ANNE'S COUNTY
etal.
DEFENDANTS : IN EQUITY
No. 4701

DEPOSITIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This action being at issue, and after the filing of answers and the entry of a Decree Pro Confesso on November 9, 1965, and notice having been given me by the attorney for the Plaintiffs of a desire to take evidence, on November 22, 1965 at the law office of Clayton C. Carter, iii Lawyers Row, Centreville, Maryland, the following testimony was taken and evidence offered, pursuant to notice duly given by me to Jean D. Haymaker, Guardian ad Litem.

After administering the oath to each witness, they were examined orally and the testimony was recorded on an electric recording machine and later transcribed under my direction, after administering the oath to the Stenographer.

Clayton C. Carter, appeared on behalf of the Plaintiffs.

Questions by Examiner

Q. Please give your full name, age, residence and occupation?

A. Gertrude Smith, Queenstown, Maryland, 50.

Q. Is there any other pending litigation between you and any of the parties to this cause?

A. No.

The first witness being produced on behalf of the Plaintiffs, being duly sworn did depose and say:

Q. State your name, age and address?

A. William Howard Walters, Queenstown, Maryland 65.

Q. Are you familiar with the property of the late Effie and John Anderson located near Bryantown in the Fifth Election District?

A. Yes.

Q. Have you had occasion recently to examine this property for the purpose of putting a value on it?

A. Yes.

Q. What was that occasion?

A. Myself and Mr. Will Wrightson were appraisers for the Orphans' Court.

Q. Are you somewhat familiar with the values of property in the Fifth Election District?

A. Some I guess.

Q. Do you have a value on the property of the late Effie Anderson? If so, what is that value?

A. $4,000.00.

Q. Can you describe what improvements, if any, this property has on it?

A. It has a house on it.

Q. What type of a house?? Is it a frame or what?

A. Frame house.

Q. Do you know how many stories it is?

A. 2 I guess you would call it.

Q. Would you venture a guess as to how old the house might be?

A. I wouldn't have no idea.

Q. Was it built in recent years would you say?

A. Not too recent I wouldn't think.

Q. Would it have been 40 years ago?

A. All of that.

Q. Now Mr. Walters in your opinion would the lot of the late John and Effie Anderson be susceptible of partition among more that tow of the heirs or these owners without material loss and injury to the persons entitled to an interest in the property?

A. No. I guess.

Q. What would be your reason for stating that it is not susceptible of partition in kind among the various heirs?

A. Not enought land there.

Q. Not enough land there to do what sir?

A. To build anything else there on it.

Q. Would it be possible to divide it with a house on it among the various heirs?

A. No.

The next witness produces on behalf of the Plaintiffs having been duly sworn did depose and say:

Q. State your name?

A. Edna Gertruse Smith.

Q. Were you related to the late John H. Anderson and Effie Anderson?

A. Yes I was their daughter.

Q. State whether or not your father ever owned any real estate in Queen Anne's County on the road to Bennett's Point?

A. Yes, he owned a home.

Q. Mrs. Smith I show you Plaintiff's Exhibit C and ask you to identify it?

A. Yes this is the deed from Raymond Helweick and his wife to my father.

I would like to introduce this into evidence and asked that it be marked Plaintiff's Exhibit No. 1.

Q. Do you know whether or not your father ever sold any of this land while he lived?

A. Yes he did. He sold a piece to Ralph Dutcher.

Q. Where was the piece to Ralph Dutcher located?

A. It would be the left side of the new County Road running toward Bennett's Point. He also deeded to the County for relocation of the new road.

Q. When did your father die and did he have a will when he died?

A. No he did not have a will.

Q. Name the heirs that he left when he died:

A. He left Effie Cecelia Anderson, his wife; John W. Anderson, son; Mary Gigus, daughter, Norman Anderson, son and Edna Smith, daughter.

Q. Did he leave children of any deceased child?

A. Yes he did.

Q. What was the name of the deceased child?

A. Charles Anderson.

Q. Did Charles Anderson leave any heirs? If so, would you please name them.

A. Yes he left three daughters. Julia Cecelia Anderson, Joan Eloise Anderson and Ann Charlene Anderson.

Q. Now the heirs which you have just named of John H. Anderson, are any of them under 21 years of age.

A. Anne Charlene Anderson.

Q. Have any of the heirs you just named also died since John H. Anderson died.

A. Yes, Mary Gigus, daughter.

Q. When did she die?

A. February 23, 1964.

Q. Did she have a will when she died?

A. No she did not.

Q. Where was she a resident when she died?

A. Bridgeport, Pa.

Q. Did she leave any heirs and if so, would you please name them?

A. Yes she left a husband, John Gigus; daughter, Theresa Leszczynski and a son, Charles Gigus.

Q. Are any of those under 21 years of age?

A. Yes, Charles Gigus.

Q. Have any of the other heirs of John Anderson died since his death?

A. Yes, his wife, Effie Cecelia Anderson.

Q. What was the date of her death?

A. February 5, 1965.

Q. Did she leave a will when she died?

A. Yes she did.

Q. Mrs. Smith, I show you Plaintiff's Exhibit D and ask you to identify it?

A. Yes I identify this as the will of Effie Cecelia Anderson dated the 2nd day of June, 1952.

I wish to introduce this into evidence and have it marked as Plaintiff's Exhibit No. 2.

Q. Who was granted Administration on her estate?

A. Norman Anderson and myself.

Q. By what Court?

A. Orphans' Court of Queen Anne's County.

Q. Mrs. Smith, I show you Plaintiff's Exhibit E, and ask you to identify this?

A. Certificate from the Register of Wills of Queen Anne's County that Letters of Administration of Effie Cecelia Anderson was granted to Norman E. Anderson and myself.

I ask that this be introduced into evidence and marked Plaintiff's Exhibit No. 3.

Q. Mrs. Smith did you and your brother, Norman E. Anderson, as Administrators with the will annexed of Effie Cecelia Anderson have published in a newspaper in Queen Anne's County a Notice to the Creditors of Effie Cecelia Anderson?

A. Yes, we did.

Q. Mrs. Smith, I show you Plaintiff's Exhibit F, and ask you if that is a Certificate from the Record Observer Corporation showing that the Notice to Creditors was published in the Queen Anne's Record-Observer four weeks before the 27th day of September, 1965.

A. Yes, it is.

I ask that this be introducted into evidence and marked Plaintiff's Exhibit No. 4.

Q. Can you state whether or not you and your family have had the property of your late mother and father surveyed at Bryantown since their death?

A. Yes, we have.

Q. Mrs. Smith, I show you Plaintiff's Exhibit A and B, and ask you if that is the Certificate of Survey and Plat of the property of your late mother and father done by Shew and Bartlett, Engineers on April 13, 1965?

A. Yes, it is.

I introduce this into evidence and ask that it be marked as Plaintiff's Exhibits No. 5 and 6.

Q. I would like to question you about the marriage status of the various persons having an interest in this property. First I would like to ask you to name the husband or wife of the following heirs: Norman E. Anderson?

A. Hilda Anderson.

Q. John W. Anderson?

A. Minnie D. Anderson.

Q. Yourself?

A. Henry E. Smith.

Q. Joan Eloise Anderson?

A. She is married to Wayne McGinnis.

Q. What about Julia Cecelia Anderson?

A. She is married to Walter Sonnenschein.

Q. What about Ann Charlene Anderson?

A. Ann Charlene Anderson is a minor and she has never married.

Q. Theresa G. Leszczynski?

A. Married to Joseph Leszczynski.

Q. And Charles Gigus?

A. Has never married.

Q. And John Gigus?

A. is Mary Gigus widower.

Q. Mrs. Smith in your opinion, is the .588 acres left in the lot of your late father and mother at Bryantown, susceptible of partition without material loss and injuries to the parties entitled to interests therein as the heirs at law of Mr. & Mrs. John Anderson?

A. No it is not.

Q. Would you please state your reason for this opinion?

A. Well it isn't enough ground to build a house for any of us. This lot is improved by a two story frame house.

Q. Wpuld the fact that the lot is improved by the two story frame house make it more difficult to divide the small lot into enough parcels that each person having interest would have their own lot?

A. Yes.

There being no other evidence offered, I then at the request of the attorney for Plaintiffs, close the depositions and now return the same closed under my hand and seal this 29 day of November, 1965.

I HEREBY CERTIFY that;

1- 1- Plaintiff's Exhibit No. 1 Certified copy of Deed dated October 28, 1921 from C. Raymond Helweick et ux., to John H. Anderson and recorded in Liber J.F. R. No. 7 folio 534, a land record book for Queen Anne's County.

2-Plaintiff's Exhibit No. 2 Certified copy of Will of Effie Cecelia Anderson dated June 2, 1952, and recorded in Liber E.C.W. No. 2 folio 192, a Record Book of Wills in the Orphans' Court of Queen Anne's County.

3-Plaintiff's Exhibit No. 3 Certificate of Letters of Administration from the Register of Wills of Queen Anne's County that letters of administration were granted to Norman E. Anderson and Edna G. Smith.

4-Plaintiff's Exhibit No. 4 Certificate of Record Observer Corporation showing that Notice to Creditors was published.

5-Plaintiff's Exhibit No. 5 Certificate of Survey dated April 13, 1965 by Shew and Bartlett, Engineers.

6-Plaintiff's Exhibit No. 6 plat dated April 13, 1965 by Shew and Bartlett, Engineers.

The above Exhibits which are attached hereto were filed at the depositions.

2. The following costs are chargeable in this case, towit:

1-B. Hackett Turner, Jr., Examiner	$ 10.00
2-Jean D. Haymaker, Stenographer	15.00
3-William Howard Walters, witness	1.00
	$ 26.00

3. The depositions were commenced at 11:55 o'clock a.m. and adjourned at 12:30 o'clock p.m.

B. HACKETT TURNER (SEAL)
Examiner

Filed Nov. 29, 1965

FOR PLAINTIFF'S EXHIBIT NO. 1
Filed Nov. 29, 1965
SEE PAGE 134 EXHIBIT C

FOR PLAINTIFF'S EXHIBIT NO. 2
Filed Nov. 29, 1965
SEE PAGE 134 EXHIBIT D

FOR PLAINTIFF'S EXHIBIT NO. 3
Filed Nov. 29, 1965
SEE PAGE 136 EXHIBIT E

FOR PLAINTIFF'S EXHIBIT NO. 4
Filed Nov. 29, 1965
SEE PAGE 136 EXHIBIT F

DECREE
Filed Dec. 13, 1965

NORMAN E. ANDERSON, ET AL., Plaintiffs : IN THE CIRCUIT COURT

vs. : FOR

JOAN ELOISE ANDERSON McGINNIS, ET AL. : QUEEN ANNE'S COUNTY

Defendants : IN EQUITY

: NO. 4701

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 the real estate of the late John H. Anderson, mentioned and described in these proceedings, cannot be divided without loss or injury to the parties interested.

IT IS THEREUPON, on this 13th day of December, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold for the purpose of partition of the proceeds between the parties interested therein.

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 FOUR THOUSAND DOLLARS ($4,000.00) and with surety as shall be approved, pursuant to Maryland Rule H2, conditioned on Faithful Performance and Execution of the Trust Reposed in Him.

That before he shall make a public sale, he shall give notice by advertisement of the time, placd 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 of such publications 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 ssale, and shall describe the property to be sold to such extent as to make it readily recognizable; and

That the other terms of sale shall be determined by the Trustee; and

That said Trustee shall comply with Maryland Rules BR 6 a and BR 6 b 3; and

That upon the Court's ratification of said 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 the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claims and liens of the parties hereto, and those claiming by, from or under them, or either 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 the 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.

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 MARY GIGUS, 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 Dec. 13, 1965

PETITION FOR AUTHORITY TO
SELL AT PRIVATE SALE
Filed April 27, 1966

NORMAN E. ANDERSON, et al.
PLAINTIFFS : IN THE CIRCUIT COURT

: FOR

VS.

: QUEEN ANNE'S COUNTY

JOAN ELOISE ANDERSON MCGINNIS, et al.
DEFENDANTS : IN EQUITY

: NO. 4701

PETITION FOR AUTHORITY TO SELL AT PRIVATE SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Trustee in the above entitled Cause, unto your Honors respectively shows:

1. That by a Decree of this Court dated December 13, 1965, your Petitioner was appointed Trustee to sell the real estate mentioned and described in these proceedings at public sale.

2. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him, in the penalty of $4,000.00, which was approved by the Clerk of this Court, and after having giben 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 15 days prior to sale and the last such publication being not more than 1 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 advertised notice, attend on the premises at Bryantown, on January 4, 1966 at 1:30 o'clock P.M., and then and there proceeded to offer said real estate so described for sale, but after receiving only one bid of $1,000.00, your Petitioner did withdraw said property from sale.

3. That your Petitioner has made efforts to sell said real estate in the meantime, and the highest offer received therefor is the sum of $2,500.00 offered by Wye River Farms, Inc. on the terms set forth in the advertised notice of sale, which offer has been accepted by your Petitioner, subject only to ratification of the same by this Court, all of which will more fully appear by the offer and acceptance attached hereto as a part hereof.

4. That your Petitioner filed herewith as a part hereof an appraisal of said property made within six months by a competent appraiser in accordance with Maryland Rule BR 3 c.

WHEREFORE your Petitioner prays this Honorable Court to pass a Decree authorizing and empowering him to accept said offer by Wye River Farms, Inc. and to sell the same to it at private sale at the price and upon the terms hereinbefore set forth.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

Filed April 27, 1966

TRUSTEE'S SALE
—OF—
BRYANTOWN PROPERTY

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed December 13, 1965, in Chancery Cause No. 4701, the undersigned Trustee will sell at public auction, on the premises hereinafter described, on

Tuesday, January 4, 1966

at 1:30 o'clock p.m.

ALL that certain lot or parcel of land situate, lying and being on the West side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Map thereof, dated April 13, 1965, by Shew and Bartlett, Engineers, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eighty-three degrees and fifty six minutes West (N 83-56 W), one hundred ninety-two and seventy-nine one-hundredths (192.79) feet to a point in the centerline of the old County Road that formerly led from Bennett Point to Queenstown, but which now "Dead Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty-six degrees and twenty-one minutes West (N 26-21 W), sixty-three and fifty-two one-hundredths (63.52) feet; 2. North no degrees and nine minutes West (N 00.09 W), fifty-seven and forty-five one-hundredths (57.45) feet to a point, said point being North eighty-seven degrees and twenty-nine minutes West (6 87-29 W), of and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Robinson; thence by and with land of the said Ralph Robinson, through and over the said iron pipe South eighty-seven degrees and twenty-nine minutes East (S 87-29 E), two hundred twenty-five and nine-tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty-five minutes West (S 02-35 W), one hundred twenty-four and ninety-six one-hundredths (124.96) feet to an iron pipe, the place of beginning. CONTAINING five hundred eight-eight one-thousandths (0.588) Acre.

BEING a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 534.

IMPROVEMENTS: Frame two-story house and chicken shed.

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.

All taxes to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation stamps, shall be borne by purchaser.

CLAYTON C. CARTER
Trustee

Jos. A. Jackson, Jr., Auctioneer

NOTICE TO CREDITORS

Pursuant to the decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 13th day of December, 1965, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of MARY GIGUS, 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 24th day of March, 1966, 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

3t-12-30

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., 4-26, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE ANDERSON AND NTC MARY GIGUS 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 IN Centreville, in Queen Anne's County Maryland, once a week for 3 successive weeks before the 24th. day of MARCH, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of DEC 1965, and the last insertion on the 30 day of DEC, 1965

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

Filed April 27, 1966

OFFER OF PURCHASE

The undersigned does hereby offer unto Clayton C. Carter, Trustee in Chancery Cause No. 4701 in the Circuit Court for Queen Anne's County, in Equity, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) for the real estate described in the attached advertisement of sale on the terms therein set forth.

WYE RIVER FARMS, INC.

BY: W. F. Ford

Its Vice President

The undersigned does hereby accept said offer, subject only to ratification of said sale by the Circuit Court for Queen Anne's County, in Equity.

Clayton C. Carter

Clayton C. Carter
Trustee in Chy. Cause No. 4701

TRUSTEE'S SALE
—OF—
BRYANTOWN PROPERTY

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed December 13, 1965, in Chancery Cause No. 4701, the undersigned Trustee will sell at public auction, on the premises hereinafter described, on

Tuesday, January 4, 1966

at 1:30 o'clock p.m.

ALL that certain lot or parcel of land situate, lying and being on the West side of the public road leading from Queenstown to Bennett Point, in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Map thereof, dated April 13, 1965, by Shew and Bartlett, Engineers, to wit:

BEGINNING at an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point and being a corner of land of Wye River Farms, Inc., thence running by and with land of the said Wye River Farms, Inc., North eighty-three degrees and fifty-six minutes West (N 83-56 W), one hundred ninety-two and seventy-nine one-hundredths (192.79) feet to a point in the centerline of the old County Road that formerly led from Bennett Point to Queenstown, but which now "Dead Ends" a short distance North of the herein described land; thence by and with the centerline of the said old County Road the following two courses and distances: 1. North twenty-six degrees and twenty-one minutes West (N 26-21 W), sixty-three and fifty-two one-hundredths (63.52) feet; 2. North no degrees and nine minutes West (N 00-09 W), fifty-seven and forty-five one-hundredths (57.45) feet to a point, said point being North eighty-seven degrees and twenty-nine minutes West (S 87-29 W), of, and fourteen (14.00) feet from an iron pipe, said point being the Southwest corner of land of Ralph Robinson; thence by and with land of the said Ralph Robinson, through and over the said iron pipe South eighty-seven degrees and twenty-nine minutes East (S 87-29 E), two hundred twenty-five and nine-tenths (225.9) feet to an iron pipe in the Western right of way line of the public road leading from Queenstown to Bennett Point; thence by and with the Western right of way line of said public road South two degrees and thirty-five minutes West (S 02-35 W), one hundred twenty-four and ninety-six one-hundredths (124.96) feet to an iron pipe, the place of beginning. CONTAINING five hundred eight-eight one-thousandths (0.588) Acre.

BEING a part of the same land conveyed unto John H. Anderson by C. Raymond Helweick et ux., by deed dated October 28, 1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 534.

IMPROVEMENTS: Frame two-story house and chicken shed.

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.

All taxes to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation stamps, shall be borne by purchaser.

CLAYTON C. CARTER
Trustee

Jos. A. Jackson, Jr., Auctioneer

NOTICE TO CREDITORS

Pursuant to the decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 13th day of December, 1965, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of MARY GIGUS, 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 24th day of March, 1966, 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

3t-12-30

Filed April 27, 1966

EASTERN SHORE ESTATES CO.

REAL ESTATE AND INSURANCE

108 Broadway Phone758-1777

Centreville + Queen Anne's County + Maryland

April 26, 1966

Mr. Clayton C. Carter
Attorney at Law
Centreville, Maryland

Dear Mr. Carter:

At your request the Undersigned has appraised the property owned by the heirs of John H. Anderson, which is located on the West side of the public road leading from Queenstown to Bennett's Point and on the East side of the old county road as shown by the attached survey. There is approximately 0.588 acre of land.

Improvements consist of a frame two story home containing 808 sq. ft. on each floor with six rooms. There is no bath room or running water in the home and no heating system. The home is generally in very poor condition. There is a small chicken house 8 ft. by 12 ft.

In the opinion of the Undersigned, the fair market value of this property as of this date is TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS.

The Undersigned is a licensed real estate broker with eleven years experience selling property in the immediate area of the subject property and is familiar with property values in the area.

Very truly yours,

CHARLES E. ANTHONY JR.
CHARLES E. ANTHONY, JR.

CEAJr/S

Filed April 27, 1966

AFFIDAVIT BY PURCHASER
Filed April 27, 1966

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al.	:	IN EQUITY
DEFENDANTS	:	NO. 4701

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 22nd day of April, 1966, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANK M. HARDY, Vice-President of Wye River Farms, Inc., and made oath in due form of law as follows:

That Wye River Farms Inc., was not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said real estate as principals;

That it has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

FRANK M. HARDY Vice Pres.
Wye River Farms, Inc.

NOTARY
PUBLIC
SEAL

BETTY JANE MEREDITH
Notary Public

My Commission expires: July 1, 1967

Filed April 27, 1966

DECREE
Filed April 27, 1966

DECREE

Upon the aforegoing Petition and Exhibits it is this 27th day of April, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that Clayton C. Carter, Trustee, be and he is hereby authorized and empowred to sell the real estate mentioned and described in these proceedings at private sale to Wye River Farms, Inc., for the price of $2,500.00 upon the terms set forth in the advertised notice of sale filed in these proceedings and the said Trustee shall comply with all other prerequisites of the Decree of this Court dated December 13, 1965 which would be applicable also to a private sale of the real estate mentioned and described in these proceedings.

THOS J KEATING JR.
Judge

Filed April 27, 1966

REPORT OF SALE
Filed April 29, 1966

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOAN ELOISE ANDERSON McGINNIS, et al.	:	QUEEN ANNE'S COUNTY
DEFENDANTS	:	IN EQUITY
	:	NO. 4701

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 13th day of December, 1965 to make sale of certain real estate therein mentioned, respectfully shows:

1. That pursuant to the above mentioned decree, he did furnish bond with security conditioned on faithful performance and execution of the trust reposed in him, in the penalty of $4,000.00, which was approved by the Clerk of this Court.

2. Pursuant to a decree of this Court dated the 27th day of April, 1966, he did sell the real estate mentioned and described in these proceedings at private sale to Wye River Farms, Inc. at and for the sum of $2,500.00 upon the following terms: 10% deposit in Cash on day of sale, the balance thereof upon ratification of sale. All taxes to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation stamps, to be borne by purchaser.

3. The said Purchaser has complied with the terms of said sale by paying unto your trustee the sum of $250.00 of the purchase price by check.

4. Your Trustee expects the Purchaser to comply with the other terms hereinabove set forth.

Respectfully submitted:

CLAYTON C. CARTER
Trustee

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 29th day of April, 1966, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Trustee in the above-entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

CHARLES W. CECIL
Clerk of Court

Filed April 29, 1966

ORDER NISI ON SALE
Filed April 29, 1966

ORDER NISI ON SALE

Norman E. Anderson, et al., Plaintiffs	)	In the Circuit Court for Queen Anne's County In Equity
vs. Joan Eloise Anderson McGinnis, et al.,	)	
Defendants	)	Cause No. 4701

ORDERED, this 29th. day of April, 1966, 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 30th. day of May, 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 23rd. day of May, .966.

The report states the amount of sales to be $2,500.00.

CHARLES W. CECIL Clerk

Filed April 29, 1966

EXCEPTIONS TO RATIFICATION OF SALE
Filed May 27, 1966

NORMAN E. ANDERSON, et al. Plaintiffs	*	In the Circuit Court
	*	for
vs.	*	Queen Anne's County
JOAN ELOISE ANDERSON MCGINNIS, et al. Defendants	*	In Equity
	*	No. 4701
	*	

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

Wye River Farms, Inc., a body corporate incorporated under the laws of the State of Maryland, Exceptant and Reported Purchaser by Wood and Bryan, their solicitors, respectfully objects to the ratification by this Court of the Report of Sale filed herein by Clayton C. Carter, Trustee. The grounds of the exception are:

(a) That the title to the premises to be sold in these proceedings is not shown to be free of all claims and liens, in that there has been no administration of the estate of John H. Anderson, who is alleged in the Bill of Complaint to have died seized and possessed of the premises to be sold herein, intestate, and a resident of Queen Anne's County, on June 24, 1950.

(b) That the Notice to Creditors of Mary Gigus, deceased, fails to comply with the rules of this Court relating to such notices in that the notice reported in these proceedings appeared in the newspaper for the period from December 16, 1965, to December 30, 1965, a period of less than twenty-one (21) days and did not contain the additional provisions required by local rule1302 (d) for the Second Judicial Circuit of Maryland.

WHEREFORE, THE EXCEPTANT PRAYS

1. That Clayton C. Carter, Trustee, be required to cause Administration to ne had upon the estate of John H. Anderson, deceased.

2. That said Trustee ne required to re-publish the Notice to Creditors of Mary Gigus in accofdance with the rules of this Court.

AND AS IS DUTY BOUND, ETC.,

WOOD AND BRYAN

BY: DAVID C. BRYAN
David C. Bryan
Solicitors for the Expeptant
and Reported Purchaser
119 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27th day of May, 1966, I served a copy of the aforegoing Exceptions to Ratification of Sale upon Clayton C. Carter, Attorney for the Defendants herein, by leaving a copy of same at his law office, 111 Lawyers Row, Centreville, Maryland.

DAVID C. BRYAN
David C. Bryan

Filed May 27, 1966

MEMORANDUM and ORDER
Filed July 14, 1966

NORMAN E. ANDERSON, et al, Plaintiffs,	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
versus	)	IN EQUITY.
JOAN ELOISE ANDERSON, McGINNIS, et al, Defendants.	)	Chancery No. 4701
	)	

MEMORANDUM and ORDER

THE Exceptions to Ratification of a Sale of real estate made by a Trustee under Decree were filed by a Corporation which was the purchaser. Grounds of exception were:

(a) THAT the title to the land was "not shown to be free of claims and liens";

(b) THAT a Notice to Creditors of Mary Gigus, deceased, which was published in connection with these proceedings was not published in accordance with the Rules of Court and is, therefore, not a valid notice.

THE Trustee conceded in Open Court the correctness of Ground b (the insufficient notice as to creditors of Mary Gigus) and, therefore, Exception b will be sustained and the Trustee will be directed to re-publish the Notice to Creditors of Mary Gigus in accordance with the Rules of Court.

AS to Exception a, this Court is of the opinion that the same should be overruled for the following reasons:

THE Exception is based upon the facts, as shown by the pleadings and evidence in the case, that the last record holder of title to the real estate, John H. Anderson, died intestate on June 24, 1950, and no administration was had upon any personal estate he may have had nor was any administration had or any Notice to Creditors given in connection with his real estate as authorized by Sec. 124 of ARTICLE 93 of the Code. The parties to the suit are his heirs-at-law or their successors in title, and the Decree was passed authorizing sale for purpose of partition.

THE Exceptant contends that it could not receive a marketable title from the Trustee because unknown creditors of John A. Anderson might be able to assert claims against the land. We do not agree.

AS was pointed out by Judge McSherry in his Opinion in the case of VAN BIBBER vs. REESE, 71 Md. 608 (1889), the land of a deceased debtor was, at common Law, and even after the passage of the Statute of 3 and 4 William and Mary, only liable for his debts upon very narrow conditions. But in 1785, the Legislature enacted Section 5 of Chapter 2 of the Acts of that year. It is now codified, with amendments but in substantially the same form, as Section 157 of ARTICLE 16 of the Code and provides "Where any person dies or shall have died leaving any real estate in possession, remainder or reversion, and not leaving personal estate sufficient to pay his debts and costs of administration, the Court, on any suit instituted by any of his creditors, or by the Executor, administrator or other personal representative of said decedent, may decree that all the real estate of such person, or so much thereof as may be necessary, shall be sold to pay his debts; --".

THIS Statute recognizes the principal that the personal estate is the primary fund from which debts are to be paid and only on the total failure or inadequacy of the personal estate is the decedent's land liable for them. As was said by Judge McCherry in VAN BIBBER, supra, "Obviously this liability is not absolute but only conditional. It depends upon the insufficiency of personal assets. Now, the practical and important question before us is, how long does that liability continue? Or, in other words, is there any point of time after which the heir and devisee may sell the land to a bona fide purchaser without the latter incurring the risk of having the real estate so purchased by him sold, afterwards, for the payment of the ancestor's or testator's debts? If there be such a point of time, what is it." The renowned Judge then went on to say "Whilst there is not in the Cose as in the Statute of 3 and 4 W & M, any express saving in favor of a bona fide purchaser, there must, of necessity, be some point of time when land desended or devised may be said to be free from this conditional liability. To hold otherwise would, substantially, convert the section quoted into a prohibition upon the alienation of such land, an effect manifestly never contemplated or intended by the framers of that legislation. Such property would be placed extra commercium almost indefinitely; - - - -".

THE Court in VAN BIBBER then went on the hold: That because there had been a Notice ot Creditors given in the Orphans' Court in the decedent's (Reese's) estate and the personal estate fully administered and all claims filed therein fully paid, a pecuniary legacy paid and distribution of the residue thereof made to the residuary legatee, the bona fide purchaser was protested. This decision was, of course, based upon the condition precedent, that there was in fact a personal estate upon which there was statutory authority for the granting by the Orphans' Court of Letters of Administration and for the giving of the Notice to Creditors, albeit to file their claims against the personal estate. There was then no law permitting any administration, whether for the gibing of Notice to Creditors, appraisal for tax purposes or any other purpose, as respected real estate alone. (GRIMES v. TALBERT, 14 Md. 72).

SUCH was the state of the law when, in 1912, the Legislature enacted Chapter 146 of the Acts of that year adding a new Section (108a) to ARTICLE 93 of the Code by which it was provided: "Whenever any person, resident or non-resident of the State of Maryland, shall hereafter die testate or intestate, leaving one or more parcels of real estate in this State, but not leaving personal estate therein as far as may be known, it shall be lawful for the Orphans' Court of the county or city in which such real estate, or any part or parcel thereof, may be situate, to grant letters testamentary or administration on the estate of such decedent, and the Court may direct notice to be given by publication to all resident or non-resident creditors of such decedent, to file in said Court their claims against said decedent, which notice shall be substantially as provided in section 108 of this article, and the provisions of sections 109 to 113, inclusive, of this article shall apply. Nr purchaser of such real estate shall be required to accept title thereto unless such notice has been given as is authorized by this section and until the period for the filing of such claims has expired; and no claim not filed within the period specified by such notice to creditors shall thereafter be

asserted against such real estate in the hands of a purchaser for value. The bond required upon the grant of letters shall be in such penalty as the Court may prescribe."

BY Chapter 591 of the Acts of 1924, an Amendment was added which provided that in case the land should be sold by a Court of Chancery on a Bill for Partition, a ninety (90) day notice to the decedent's creditors could be given in the Chancery proceeding in lieu of the Orphans' Court notice. In 1939 (Chapter 288), a significant further amendment was made in the statute when for the first time the provisions: "Whenever any person - - - - shall have been dead less than twelve (12) years - - - - etc." and "This Section shall not apply to any owner of the same shall have been dead for twelve (12) years or more" were added.

WHAT was the significance of this amendment and what was its purpose?

IF we concede that "It was to obviate the loss and inconvenience incident to that condition of doubt and uncertainty pointed out by Judge McSherry in VAN BIBBER v. REESE, supra, that Chapter 146 of the Acts of 1912 was enacted" as stated by Judge Offutt for the Court in SEAMAN v. SEAMAN, 141 Md. 1, then it can hardly be said that the purpose of the 1939 amendment was to create or restore doubt and uncertainty. The general purpose of the original act was to facilitate the sale to bona fide purchasers of a decedent's real estate free of the claims of creditors who had had, by one means or another a sufficient notice and and opportunity to assert their claims and had not done so. It would appear that the amendment of 1939 limiting the applicability of the statute to a period of twelve (12) years from a dececent's death, while preserving a reasonable opportunity for creditors to act (a period of twelve (12) years being the same as fixed by statute for limitations against suits on sealed instruments or judgments) was intended to dispense with any notice to them after that time. Otherwise why would any limit have been placed on the statutes applicability whatever? While it is true that the statute of limitations on sealed instruments might not, in some cases, begin to run until some years after a deceased obligor's death, such instances are rare, and it may well have been the intention of the Legislature to dispense with any notice to a creditor who, after more than twelve (12) years after his debtor's death, seeks to proceed against the debtor's land in the hands of a purchaser for value without actual notice of the claim. The selection of twelve (12) as the arbitrary number of years seems significant.

I am mindful of the fact that in MATTHEWS v. FULLER, 209 Md. 42, Chief Judge Brune, speaking for the Court, indicated that Section 124 of ARTICLE 93 was not exactly statute of limitations in that it allowed action to be taken within a specified number of years rather than specifically barring rights by the lapse of time. However, in the MATTHEWS case the Court was passing upon the time within which a Will, which was discovered many years after the testator's death and then probated, could be recognized as defeating the rights of a bona fide purchaser from an innocent heir-at-law who had sold property which he thought he had inherited from the testator. I believe that Section 124 of ARTICLE 93 can well be interpreted as a limitation upon Section 157 of ARTICLE 16 of the Code.

IN accordance with the above opinion, IT IS, therefore, ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 14th day of July, 1966, that Exception (a) of Wye River Farms, Inc., to ratification of the sale of real estate made and reported herein by Clayton C. Carter, Trustee, be and the same is hereby overruled; and that Exception (b) to said sale be and the same is hereby sustained and the Trustee is directed to re-publish a Notice to the Creditors of Mary Gigus, deceased, in accordance with the Rules of Court.

THOS J KEATING JR.
JUDGE

Filed July 14, 1966

NOTICE TO CREDITORS
Filed Aug. 4, 1966

NOTICE TO CREDITORS

Pursuant to an Order of the Circuit Court for Queen Anne's County, in Equity, passed on the 14th day of July, 1966, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of MARY GIGUS, 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 October, 1966, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale of such real estate provided a copy of this notice be inserted in some newspaper published in the count aforesaid once in each of three successive weeks before the 21st day of August, 1966.

CLAYTON C. CARTER
Trustee

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. Aug. 4, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NOTICE TO CREDITORS in the estate of MARY GIGUS 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 21 day of August, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21

day of July 1966, and the last insertion on the 4 day of Aug, 1966.

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

Filed Aug. 4, 1966

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Aug. 19, 1966

ORDER NISI ON SALE

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

Cause No. 4701

Norman E. Anderson, et al.,
Plaintiffs
vs.
Joan Eloise Anderson McGinnis, et al,
Defendants

ORDERED, this 29th day of April, 1966, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Trustee, be ratified andconfirmed, on or after the 30th day of May, 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, one in each of three successive weeks before the 23rd day of May, .966.

The report states the amount of sales to be $2,500.00

CHARLES W. CECIL, Clerk

Filed: April 29, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., June 1, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI 4701 in the 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 in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 30 day of MAY, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5 day of MAY, 1966

THE RECORD-OBSERVER CORPORATION

BY DOROTHY MONRIE

Filed Aug. 19, 1966

FINAL RATIFICATION OF SALE
Filed Aug. 19, 1966

NORMAN E. ANDERSON, et al. PLAINTIFFS	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McGINNIS, et al. DEFENDANTS	:	IN EQUITY
	:	NO. 4701

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 19th day of August, 1966, 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 Trustee is allowed the useal commissions and such proper expenses, not personal, as he shall produce vouchers thereof to the Auditor.

THOS J. KEATING JR.
Judge

Filed Aug. 19, 1966

CERTIFIED COPY OF BOND
Filed Aug. 23, 1966

RECEIVED FOR RECORD Aug. 23, 1966

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW A L 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 FOUR THOUSAND ---------- 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of August in the year of our Lord one thousand nine hundred and sixty-sex.

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 the Real Estate mentioned in the proceedings in the case of NORMAN E. ANDERSON et al. vs: JOAN ELOISE ANDERSON McGINNIS, et al. Chy No. 4701 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, 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
Clayton C. Carter

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By MARILEE H. THOMPSON
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Corporate Seal

Security approved and Bond filed
Aug. 23, 1966

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 150, 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 in the year nineteen hundred and sixty-six.

CHARLES W. CECIL,
Clerk

PETITION FOR RECONFIRMATION OF SALE
Filed Aug. 31, 1966

NORMAN E. ANDERSON, et al.	*	In the Circuit Court for
	*	
vs.	*	Queen Anne's County
	*	In Equity
JOAN ELOISE ANDERSON McGINNIS, et al.	*	Cause No. 4701

PETITION FOR RECONFIRMATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Wye River Farms, Inc., a Maryland corporation by Wood and Bryan, its attorneys, unto your Honors respectfully shows:

1. That your Petitioner is the purchaser of the real estate sold in these proceedings as appears by the Report of Sale filed by Clayton C. Carter, Trustee, on April 29, 1966.

2. That said Trustee inadvertently failed to file his Trustee's bond in these proceedings until August 23, 1966, after the sale had been ratified.

3. That your Petitioner is advised that the bond should have been filed before the Trustee made this judicial sale in accordance with Maryland Rule BR3a1, and that because of this error, your Petitioner is entitled to another Order finally reconfirming this sale.

WHEREFORE, your petitioner prays your Honors to pass an order reconfirming said sale of real estate.

Respectfully submitted,

WOOD AND BRYAN

By: HOWARD WOOD
Attorneys for Petitioner

Filed Aug. 31, 1966

CONSENT
Filed Aug. 31, 1966

CONSENT

Clayton C. Carter, Trustee in the above cause, consents to the passage of an Order as prayed.

CLAYTON C. CARTER
Clayton C. Carter, Trustee

Filed Aug. 31, 1966

ORDER OF COURT
Filed Aug. 31, 1966

ORDER OF COURT

ORDERED, this 31st day of August, 1966, by the Circuit Court for Queen Anne's County in Equity, that the sale of real estate reported in this cause is hereby finally ratified and confirmed.

J. DEWEESE CARTER
Judge

Filed Aug. 31, 1966

REPORT OF AUDIT
Filed Nov. 3, 1966

NORMAN E. ANDERSON, et al.

vs.

JOAN ELOISE ANDERSON McGINNIS, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4701

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Clayton C. Carter, Trustee, who was by decree of this Court of December 13, 1965, 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 the said Trustee was charged with the proceeds of sale and is allowed thereafter his commissions for making said sale, the Court costs, costs of Sheriff of Norristown,Montgomery County, Pennsylvania, for personal service of Order of Publication, the vendor's share of 1966-67 State and County taxes, and the 1965-66 Real estate taxes, appraisal fee of real estate broker, costs of survey and plat, the several advertising costs, the Trustee's bond premium and the fee of your Auditor for stating this audit, and the balance was directed to be distributed to the several heirs-at-law of John H. Anderson and their heirs-at-law and devisees. There was no state inheritance tax due the State of Maryland.

Respectfully submitted,

J. THOMAS CLARK
Auditor

Cause No. 4701

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.

1966
Aug. 31 By proceeds of the sale of land, per report of sale of said vendor, to wit:

- $2,500.00

Dr.

To Clayton C. Carter, Trustee, his commissions on $2,500.00, for making said sale, or the sum of -------------------------------- $250.00

To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:
1-Costs of Charles W. Cecil, Clerk- $131.00
2-Costs of Sheriff of Kent County ---- 4.00
3-Costs of Register of Wills of Queen Anne's County ---------------- 6.25
4-Costs of B. Hackett Turner, Examiner 10.00
5-Costs of Jean D. Haymake, Steno- 15.00
6-Costs of William Howard Walters, Witness --------------------------- 1.00
7-Costs of Jean D. Haymaker, Guardian Ad Litem ------------------ 4.50
8-Appearance fee of Clayton C. Carter, Attorney--------------------------- 10.00 181.85

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 Sheriff, Norristown, Montgomery County, Pennsylvania, for per-sesonal service of Order of Publication in this cause, per receipt exhibited, to wit:-- 18.00

To do., for an amount charged as the Vendor's share of the 1966-67 State and County taxes, per settlement sheet exhibited, to wit:----- 2.72

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for the 1965-66 real estate taxes, per receipt exhibited, to wit:-------------- 27.67

To do., for an amount paid Anthony & Co., Real EstateBroker, as a fee for appraisal of the Real estate sold in this cause, per receipt exhibited, to wit:------------------------- 30.00

To do., for an amount paid Shew & Bartlett, Engineers, for a survey and plat of the real estate sold in this cause, per receipt exhibited, to wit:----------------- 63.75

To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, as follows, to wit:
1-Costs of publishing Notice of sale and Notice to Creditors -------------------$87.88
2-Costs of publishing Order Nisi of Sale14.00 101.88

To J. Thomas Clark, Auditor, for stating this Account, the sum of ------------------------ 45.00

To do., for an amount due Dorothy E. Connolly, Agent,for the premium on the corporate Surety bond filed in this cause, per statement exhibited, to wit:---------------- 16.00

To amount to be carried for ward for distribution to the several heirs-at-lar of John H. Anderson and their heirs-at-law and devisees, the sum of -------------------------------- 1,748.13

$2,500.00 $2,500.00

Cr.

By balance carried forward for distribution to the several heirs-at-law of John H. Anderson and their heirs-atl law and devisees, the sum of ------------------------------- $1,748.13

Dr.

To Norman E. Anderson, son of John H. Anderson, as follows, to wit:
1-A 1/5 pf 2/3 of the same, or the sum of ------------------------ $233.08
2-A 1/5 of 1/3, of the same, being the part inherited as devisee under will of Effie Cecelia Anderson, widow of John H. Anderson ---------- 116.55 $ 349.63

To John W. Anderson, son of John H Anderson, as follows, to wit:

1-A 1/5 of 2/3 of the same, or the sum of ----------	$233.08	
2-A 1/5 of 1/3 of the same, being the part inherited as devisee under will of Effie Cecilia Anderson, widow of John H. Anderson----------	116.54	349.62
To Edna G. Smith, daughter of John H. Anderson, as follows, to wit: 1-A 1/5 of 2/3 of the same, or the sum of ----------	$233.08	
2-A 1/5 of 1/3 of the same, being the part inherited as devisee under will of Effie Cecilia Anderson, widow of John H. Anderson----------	116.54	349.62
To John Gigus, widower of Mary Gigus, a deceased daughter of said John H. Anderson, as follows, to wit: 1-A1/3 of 1/5 of 2/3 of the same, as heir-at-law of said Mary Gigus, or the sum of ----------	$77.69	
2-A 1/3 of 1/5 of 1/3 of the same, as heir-at-law of said Mary Gigus, a deceased devisee under will of Effie Cecilia Anderson, widow of John H. Anderson----------	38.85	116.54
To Theresa G. Lesczynski, child of Mary Gigus, a deceased daughter of said John H. Anderson, as follows, to wit: 1-A 1/3 of 1/5 of 2/3 of the same, as heir-at-law of said Mary Gigus, or the sum of ----------	$77.70	
2-A 1/3 of 1/5 of 1/3 of the same, as heir-at-law of said Mary Gigus, a deceased devisee under will of Effie Cecilia Anderson, widow of John H. Anderson----------	38.85	116.55
To Charles Gigus, minor, child of Mary Gigus, a deceased daughter of said John H. Anderson, as follows, to wit: 1-A1/3 of 1/5 of 2/3 of the same, as heir-at-law of said Mary Gigus, or the sum of ----------	$77.70	
2-A 1/3 of 1.5 of 1.3 of the same, as heir-at-law of said Mary Gigus, a deceased devisee under will of Effie Cecelia Anderson, widow of John H. Anderson----------	38.84	116.54
To Ann Charlene Anderson, minor, child of Charles Anderson, deceased son of John H. Anderson, as follows, to wit: 1-a 1/3 of 1/5 of 2/3 of the same, as heir-at-law of said Charles Anderson, or the sum of ----------	$77.69	
2-A 1/3 of 1/5 of 1/3 of the same, as devisee under will of Effie Cecelia Anderson, widow of John H. Anderson	38.85	116.54
To Joan Eloise Anderson McGinnis, child of Charles Anderson, deceased son of John H. Anderson, as follows, to wit: 1-A 1/3 of 1/5 of 2/3 of the same, as 1/3 of 1/5 of 2/3 of the same as heir-at-law of said Charles Anderson or the sum of ----------	$77.70	
2-A 1/3 of 1/5 of 1/3 of the same, as devisee under will of Effie Cecelia Anderson, widow of John H. Anderson--	38.85	116.55
To Julia Cecelia Anderson Sonnenschein, child of Charles Anderson, deceased son of John H. Anderson, as follows, to wit: 1-A 1/3 of 1/5 of 2/3 of the same as heir-at-law of said Charles Anderson, or the sum of ----------	$77.70	
2-A 1/3 of 1/5 of 1/3 of the same, as devisee under will of Effie Cecilia Anderson, widow of John H. Anderson---	38.84	116.54
	$1,748.13	$1,748.13

J THOMAS CLARK
Auditor

November 3, 1966

Filed Nov. 3, 1966

CERTIFICATE OF NOTICES MAILED
Filed Nov. 3, 1966

NORMAN E. ANDERSON, et al.

vs.

JOAN ELOISE ANDERSON MCGINNIS, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4701

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certified that on November 3, 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:

Clayton C. Carter, Trustee
Lawyers Row
Centreville, Maryland

Wood and Bryan, Attorneys
for Wye River Farms, Inc.
Lawyers Row
Centreville, Maryland

Norman E. Anderson
Grasonville, Marhland

John W. Anderson
Queenstown, Maryland

Edna G. Smith
Queenstown, Maryland

John Gigus
710 Green Street
Bridgeport, Pennsylvania

Jean D. Haymaker
Guardian Ad Litem
c/o Clayton C. Carter
Lawyers Row
Centreville, Maryland

Joan Eloise Anderson McGinnis
R. D.
Chestertown, Maryland

Julia Cecilia Anderson Sonnenschein
Apt. g, 1742 Grevelia
South Pasadena, California

Ann Charlene Anderson
Hq. Co., U.S.A. WAC Detachment
South Area, Fort Myers
Arlington 8, Virginia

Theresa G. Lesczynski
1226-C, Fort Shafter
Oahu, Hawaii

Charles Gigus
710 Green Street
Bridgeport, Pennsylvania

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on November 3, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 18,1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 21, 1966.

J THOMAS CLARK
Auditor

Filed Nov. 3, 1966

NISI RATIFICATION OF AUDIT
Filed Nov. 3, 1966

NISI RATIFICATION OF AUDIT

NORMAN E. ANDERSON, et al.) In the Circuit Court
) for Queen Anne's County
vs.))
JOAN ELOISE ANDERSON McGINNIS,) In Equity
Et al.)
) Cause No. 4701

ORDERED, this 3rd day of November, 1966, that the report and account filed in these proceedings by J. THOMAS Clark, Auditor, be ratified on or after the 21st day of November, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Nov. 3, 1966

FINAL RATIFICATION OF AUDIT
Filed Jan. 9, 1967

Norman E. Anderson et al

vs.

Joan Eloise Anderson McGinnis
et al

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

Chy. No. 4701

FINAL RATIFICATION OF AUDIT

ORDERED, this 9th. day of January, 1967, 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 Jan. 9, 1967

PETITION FOR REDUCTION OF BOND
Filed Aug. 24, 1967

NOTMAN E. ANDERSON, ET AL.	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
JOAN ELOISE ANDERSON McFINNIS, ET AL.	:	IN EQUITY
	:	NO. 4701

PETITION FOR REDUCTION OF BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Clayton C. Carter, Trustee in the above entitled cause, unto your Honor respectfully shows:

1. By a Decree of this Court dated December 13, 1965, your Petitioner was appointed Trustee to make sale of the real estate described therein, upon filing a bond to the State of Maryland in the penalty of FOUR THOUSAND DOLLARS ($4,000.00).

2. That your Petitioner filed a bond dated the 23rd day of August, 1966, in the penalty of FOUR THOUSAND DOLLARS ($4,000.00), which was duly approved by the Clerk of this Court.

3. That your Trustee has disposed of all of the funds pursuant to the Audit filed in this cause, with the exception of $116.54 each due John Gigus and Charles Gigus.

4. Your Petitioner has been unable to deliver the $116.54 due John Gigus, since he is now deceased and no personal representative has been appointed for his estate.

5. Your Petitioner has been unable to deliver the $116.54 due Charles Gigus, who is a minor without any legal guardian.

WHEREFORE, your Petitioner prays this Honorable Court to reduce the penalty of his bond to an amount sufficient to cover the $233.08 remaining in his hands for distribution.

Respectfully submitted:

CLAYTON C. CARTER
Petitioner

QUEEN ANNE'S COUNTY, sct:

On this the 24th day of August, 1967, came CLAYTON C. CARTER, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts stated therein are true to the best of his knowledge and belief.

CHARLES W. CECIL
Clerk of the Court of
Queen Anne's County

Filed Aug. 24, 1967

ORDER
Filed Aug. 30, 1967

ORDER

Upon the aforegoing Petition and Affidavit, it is ORDERED that the penalty of the bond of Clayton C. Carter, Trustee in the above entitled cause, be and is hereby reduced to Two Hundred Fifty DOLLARS ($250.00) effective August 23, 1967.

GEORGE B. RASIN JR.
Judge

Filed Aug. 30, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on Sixth day of August in the year nineteen hundred and Fifty-nine, the following PETITION was brought to be recorded, to wit:-

In Re FRANCES M. DOEHLER,		In the Circuit Court for
Incompetent.		Queen Anne's County in Equity
		Cause No. 4268

PETITION FOR APPOINTMENT OF TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Evelyn Lorraine Robertson, next friend of Frances M. Doehler, unto your Honors, respectfully shows:

1. That your petitioner, Evelyn Lorraine Robertson, is the daughter and only child of Frances M. Doehler, who is a widow; that said Frances M, Doehler has become afflicted with a mental disability rendering her incompetent to manate her property, as is shown by certificates of Dr. Gordon Templeton and Dr. Robert D. Ferrell, neuropsychiatrists who are attending Frances M. Doehler at Glengariff Nursing Home, Glen Cove, Nassau County, State of New York, where she is a patient, said certificates being attached hereto as parts hereof.

2. That, as appears by the aforementioned certificates, the confinement and treatment of Frances M. Doehler will apparently continue for an indefinite time.

3. That, in order to protect the property of said Frances M. Doehler pending her recovery, your petitioner desires that some suitable person or persons be appointed as trustee or so-trustees to take charge of and manage the property of Frances M. Doehler in accordance with the laws of Maryland.

4. That although your petitioner is domiciled in Nassau County, New York, and has caused her mother to be moved there from Maryland General Hospital, Baltimore, Maryland, since her mother became ill during the first week of February, 1959, as a matter of convenience to your petitioner, her mother's legal domicile is nevertheless Queen Anne's County, State of Maryland.

5. That Frances M. Doehler's domicile in Queen Anne's County is shown by the facts that she resided there and had no other residence for many years until she moved temporarily to your petitioner's residence in Nassau County, New York, about February first, 1958, that her removal was caused by her retirement from the hairdressing business which she owned and operated for many years in Centreville, Maryland; that her intention, expressed repeatedly and without variation to your petitioner, at or about the time of said retirement and temporary removal and thereafter until her illness overcame her, was to move to the State of Florida and establish a permanent residence in that State, but she never actually established such a residence in any part of the State of Florida; that Frances M. Doehler is a registered voter in Queen Anne's County,Maryland; that the only real estate in which Frances M. Doehler has any interest is located in Queen Anne's County, Maryland, and is hereinafter described; that Frances M. Doehler's only motor vehicle operating license is a Maryland operator's license, although she registered a Nash Rambler motor vehilce in her name in New York in 1958 for temporary convenience; that Frances M. Doehler has never referred to herself in any official document as a citizen of any place except Queen Anne's County, Maryland; that Frances M. Doehler's income tax returns have been consistently filed in Maryland, showing Centreville, Maryland, as her address, through the year 1958; that Frances M. Doehler had no intention to settle permanently or indefinitely in the State of New York at any time; that she had chosen no exact place of residence in Florida at any time; and that all these facts are well and personally known to your petitioner.

6. That at the time of the filing of this Petition, the kind, quantity and value of the property to be cared for and managed is as follows:

REAL ESTATE

The interest of Frances M. Doehler as co-tenant with your petitioner in the real estate described in the Contract of Sale made by and between your petitioner and her husband, Theodore Robertson, as Sellers, and Marshall I. Kader and Carolyn C. Kader, his wife, as Buyers, dated April 25, 1959, of which a confirmed copy is filed herewith, marked "Petitioner's "Exhibit A", and prayed to be taken as a part hereof, providing for a sale of the real estate to the Buyers, conditioned upon this Court's having approved such sale, for the total sum of $22,000.00, of which the equal share of Frances M. Doehler, if the sale is consummated, will be $11,000.00

TANGIBLE PERSONAL PROPERTY

One 1958 Nash Rambler valued by your petitioner at$ 1,600.00

CASH

Cash on deposit in Savings Account No. 42376 in the name of your petitioner in Nassau Trust Co., Glen Cove, New York, transferred from Loyola Federal Savings and Loan Association, Baltimore, Maryland, on May 19, 1959, from a joint account in the names of Frances M. Doehler and your petitioner and contributed to such joint account entirely by Frances M. Doehler . . . . . .$ 6,000.00

TOTAL . . . . . $ 18,600.00

7. That your petitioner has spent $4,114,75 of funds belonging to Frances M. Doehler and entrusted to your petitioner and $553.29 of your petitioner's own funds in and about the maintenance, support and medical expenses of Frances M. Doehler since her illness began, through the 29th day of June, 1959, and will render a supplementary account of any additional amounts spent to the trustee or trustees in these proceedings after the appointment and qualification of such trustee or trustees.

Wherefore your petitioner applies for the appointment of a trustee or trustees for said Frances M. Doehler and does therefore pray this Honorable Court to pass an order (a) directing that Frances M. Doehler be proceeded against as though she were a non-resident, under the authority contained in Rule 104, section h, sub-section 3 of the Maryland Rules of Procedure, 1958 ed., (b) directing that notice by publication be given Frances M. Doehler under Rule 105 of said Rules, (c) setting this Petition for a 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 trustee or trustees in the premises.

And as in duty bound, etc.,

EVELYN LORRAINE ROBERTSON
(Evelyn Lorraine Robertson) Petitioner

HOWARD WOOD
(Howard Wood)
Attorney for Petitioner
Centreville, Maryland
Telephone: Centreville 343

STATE OF NEW YORK, NASSAU COUNTY, TO WIT:

On this the 27th day of July, 1959, before me, the subscriber, a Notary Public of the State of New York, in and for Nassau County, personally appeared the above named petitioner, Evelyn Lorraine Robertson, and made oath in due form of law that the matters and facts stated in the within and aforegoing PETITION are true to the best of her knowledge and belief.

ELEANOR T. HITTORFF
Notary Public

My commission expires: March 30, 1960

Notary Public Seal

ELEANOR T. HITTORFF
NOTARY PUBLIC, State of New York
No.30-6915225
Qualified in Nassau County
Commission Expires March 30, 1960

State of New York)
(ss:
County of Nassau)

I, Francis J. Anderson, Dep. & Acting County Clerk and Clerk of the Supreme Court Nassau County, a Court of Redord having by law a seal, DO HEREBY CERTIFY THAT

ELEANOR T. HITTORF_

whose name is aubscribed to the deposition, certificate of acknowledgment or proof of the annexed instrument, was a the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such in Nassau County and throughout said State; that pursuant to law a commission, or a certificate of his appointment and qualification, and his autograph signature, have been filed in my office; that as such NOTARY PUBLIC he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in said State, to protest notes and to take and certify depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Mineola, N.Y., this 3rd day of August, 1959

FRANCIS J. ANDERSON
County Clerk and Clerk of the Supreme Court, Nassau County
Dep. & Act

138139 County Clerk Seal

PHYSICIANIS CERTIFICATE
Filed Aug. 6, 1959

STATE OF NEW YORK,)
) TO WIT:
NASSAU COUNTY,)

I, Gordon Templeton M.D., the undersigned, hereby certify that I am a neuro-psychiatrist; that Frances M. Doehler has been a patient in the Community Hospital, and Glengariff Nursing Home, Glen Cove, New York, continuously

since February 15, 1959 March 18, 1959; that I am attending her as of the date of this certificate; that, on the basis of my examination, I am satisfied that Frances M. Doehler is of unsound mind and incapable of governing herself or managing her property; that this disability is due to a mental disorder known as chronic brain syndrome associated with cerbral Hemorrhage; that this disability is severe and massive; and that the problem duration of the incompetency is permanent and indefinite.

GORDON TEMPLETON M D
AFFIANT.

GORDON TEMPLETON, M.D.
43 Franklin Ave.
Glen Cove, N.Y.

Subscribed and sworn to before me this 26th day of June, 1959.

HARRY B. PALSER
Notary Public, State of New York
Qualified in Nassau County
No. 20-8264900
Term Expires March 30, 1960

Notary
Public
Seal

PHYSICIAN'S CERTIFICATE
Filed Aug. 6, 1959

STATE OF NEW YORK,)
) TO WIT:
NASSAU COUNTY,)

I, ROBERT D.FERRELL, the undersigned, hereby certify that I am a neuro-psychiatrixt; that Frances M. Doehler has been a patient in the Community Hospital, and Glengariff Nursing Home, Glen Cove, New York, continuously since February 15, 1959 C.H.G.C. March 18, 1959; that I am attending her as of the date of this certificate; that, on the basis of my examination, I am satisfied that Frances M. Doehler is of unsound mind and incapable of governing herself or managing her property; that this disability is due to a mental disorder known as chronic Brain Syndrome associated with cerbral hemorrhage; that this disability is severe and massive; and that the probable duration of the incompetency is permanent and indefinite.

ROBERT D. FERRELL
AFFIANT.

Subscribed and sworn to before me this 23rd day of June, 1959.

JOHN J QUINN
Notary Public

JOHN J. QUINN
Notary Public,State of New York
No.30-8470700
Qualified in Nassau County
Term Expires March 30, 1960

PETITIONER'S EXHIBIT "A"
Filed Aug. 6, 1959

THIS CONTRACT OF SALE, made this 25 day of April, 1959, by and between Evelyn Lorraine Robertson and Theodore Robertson, her husband, of Locust Valley, New York, parties of the first part, hereinafter called "Sellers", and Marshall I. Kader and Carolyn C. Kader, his wife, of Baltimore City, Maryland, parties of the second part, thereinafter called "Buyers", witnesseth:

WHEREAS the real estate hereinafter described is now owned by Frances M. Doehler, mother of Evelyn Lorraine Robertson, and by Ebelyn Lorraine Robertson, asjoint tenants, in equal shares, in fee simple; and

WHEREAS Frances M. Doehler has suffered a severe stroke rendering her unable to transact her own business as of the date of this Contract of Sale, but no trustee has been appointed by any court for the purpose of managing her property, Evelyn Lorraine Robertson being her only child and the only person legally interested and qualified to apply for the appointment of such a trustee;

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that, subject to the conditions hereinafter expressed, the Sellers do hereby agree to sell and do sell unto the Buyers and the Buyers do hereby agree to buy and do buy of the Sellers, upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL those two lots or parcels of land situate in Tilghman's Neck in the Fifth Election District of Queen Anne's County, Maryland, which are described as follows:

PARCEL NO. 1: The lot of land bounded by the Hermitage Property of B. C. Tilghman, Jr., land recently known as "The Summer Home of Edward B. Emory of B And Susan Emory, his wife" and by the waters of Reed's Creek and Spring Cove, which is designated as Parcel C on the Certificate of Survey and Plat made by Walter F. Moore, Surveyor, in January, 1931, and recorded among the land records of said Queen Anne's County in Liber B.H.T. No. 12, folio 292, containing 4.189

acres, more or less; together with a right of-way over part of said Emory land for ingress, egress and regress on foot or with any kind of vehicle, the part of the Emory land subject to said right-of-way being described on said plat as "Parcel E";

PARCEL NO. 2: The lot of woodland bounded by said Hermitage Property, woodland formerly of said Emory and wife and lands formerly of Gilbert Ottley, designated as "Parcel A" on said plat and containing one acre, more or less;

BEING the same lands conveyed by Oliver C. Jones and wife to Frances M. Doehler, Adolph Doehler, her husband (now deceased) and Evelyn Lorraine Doehler (now Evelyn Lorraine Robertson), their daughter, as joint tenants, by deed dated May 15, 1943, and recorded among said land records in Liber A.S.G.No. 8, folio 48;

SAVING and EXCEPTING therefrom, nevertheless, the part of said Parcel No. 1, containing .52 Acres, more or less, which was conveyed by the Sellers to J. Grant Yates, Jr., and wife, by deed dated July 10, 1958, and recorded among said land records in Liber T.S.P. No. 41, folio 487.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining; and especially with the right-of-way reserved by metes and bounds description over a strip of land 100 feet wide by the express provisions of the said deed to J. Grant Yates, Jr., and wife; and also the benefits of the covenants contained in said deed respecting the maintenance of the road upon said 100-foot strip and upon said "Parcel E".

SUBJECT to the obligations imposed by said road maintenance covenants and to the legal effect of recorded public utility and public road grants of easements as well as to the rights of other parties to use said private roadways as now established of record.

TERMS OF SALE

The purchase price for said real estate is Twenty-two Thousand Dollars ($22,000.00), of which the sum of Two Thousand Dollars ($2,000.00) has been paid at the time of execution of this Contract of Sale by ordinary check, and of which the balance in the sum of Twenty Thousand Dollars ($20,000.00) shall be paid in cash or by certified or cashier's check on or before the 30th day of September, 1959, which is the time of final settlement under this Contract of Sale.

Final settlement shall be made at the office of Howard Wood, Attorney, Centreville, Maryland, between the hours of 9 A.M. and 3 P.M., or at such other location as may be agreeable to the parties hereto.

The Sellers agree to continue, pending final settlement, such fire insurance policies covering the buildings on said real estate as are now in force thereon, and further agree to cause to be attached to said policies a loss payable clause in favor of the Buyers as their interest mayappear, pending the discharge of this Contract of Sale.

The Sellers agree to convey the real estate hereby sold subject only to the easements and covenants expressly mentioned above by a good and merchantable fee simple title, free and clear of liens and encumbrances, the deed for said real estate to contain the usualcovenants and warranties, special but not general, the delivery of title to be made upon full payment of the purchase money at the time of final settlement as hereinabove provided for.

It is understood and agreed that the Buyers shall pay for such title examination and/or guarantee as they may desire to procure, and that they shall also pay for the preparation of said deed, all revenue and recordation tax stamps to be affixed to said deed, the cost of recording said deed and notary fees incident to the execution of the same; and that the Sellers shall pay for the preparation of this Contract of Sale.

If the Sellers shall be unable to give title or to make conveyance as above provided, then the Sellers shall use reasonable diligence to remove any title defect or disability and the time for the sonsummation of this agreement shall be extended thirty (30) days, Should the Sellers be unable to remove such title defect or to make conveyance as herein provided within such time, then the initial $2000.00 deposit made under this agreement shall be thereupon refunded and this Contract of Sale shall become null and void, without further liability upon the Buyers or the Sellers.

In the event that the Sellers are ready, willing and able to transfer a good and merchantable, fee simple title as above described on the day set for final settlement as above provided, and in the further event that the Buyers fail to perform any of their agreements herein set forth, including without limitation the tender of a deed prepared by them for execution, all payments made hereunder by the Buyers may, at the option of the Sellers, be ratained by the Sellers, be retained by the Sellers as liquidated damages.

Full possession of said real estate shall be given to the Buyers on the first day of June, 1959, The Buyers shall pay rent to the Sellers in the sum of Sixty-five Dollars ($65.00) per month, payable in advance onthe first day of each month and continuing until the discharge of this Contract of Sale. During the period of the Buyers' possession of said property prior to final settlement hereunder, the Buyers shall be responsible for the maintenance of said property in all respects and covenant to restore the property to the Sellers in the event this Contract is not performed, at the date of the discharge hereof, in the same condition as the property is in when they take possession thereof, reasonable wear and tear excepted. It is understood and agreed that the Buyers shall make no major alterations in the property pending final settlement hereunder with-

out the written consent of the Sellers being first obtained.

State and County taxes upon said real estate for the calendar year 1959 shall be adjusted between the parties as of the time of final settlement hereunder.

This Contract of Sale is conditional, in view of the illness of Frances M. Doehler, in the following respects:

(a) Should Frances M. Doehler remain unable to manage her property, the Sellers covenant that they will, at their cost, diligently institute and prosecute such court proceedings as may be necessary and appropriate to obtain the approval of the Circuit Court for Queen Anne's County, or any other court of record having jurisdiction, to the sale in accordance with this Contract of Sale of the interest of Frances M. Doehler in said property, and will endeavor in all respects to obtain such court approval. If, however, such court should refuse to approve said sale, there shall be no liability upon the Sellers execpt to return the initial $2,000.00 deposit to the Buyers and to pay the costs of such proceedings.

(b) In the event Frances M. Doehler should recofer to a condition which enables her to manage her own property yet refuses to convey her interest in accordance with the terms of this Contract of Sale, there shall be no liability upon the Sellers other than to return the initial $2,000.00 deposit to the Buyers.

(c) Should Frances M. Doehler die before the settlement date and her interest in said property pass to anyone other than Evelyn Lorraine Robertson then the Sellers shall have no further liability hereunder except to return the initial $2,000.00 deposit.

The parties hereto covenant that this Contract of Sale shall be performed in the manner and at the times herein provided for the performance of the same, shall bind and inure to the benefit of themselves, their respective heirs, personal representatives and assigns, and is executed in duplicate originals.

WITNESS the hands and seals of the parties hereto:

WITNESS (as to Sellers):

/s/ Park A. Doing

/s/ Evelyn Lorraine Robertson (SEAL)
(Evelyn Lorraine Robertson

/s/ Theodore Robertson (SEAL)
(Theodore Robertson)

SELLERS

WITNESS (as to Buyers):

/s/ Jonathan C. Baker

/s/ Marshall I. Kader (SEAL)
(Marshall I. Kader)

/s/ Carolyn C. Kader (SEAL)
(Carolyn C. Kader)

BUYERS

ORDER OF COURT
Filed Aug. 10, 1959

In re FRANCES M. DOEHLER,

Incompetent.

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

Cause No.

ORDER OF COURT

Upon the within and aforegoing Petition, Certificates and Affidavit, IT IS ORDERED, this 10th day of AUGUST, 1959, by the Circuit Court for Queen Anne's County, Maryland, in Equity, and by the authority of said Court, as follows: (1) That the proceedings in this cause are hereby set down for hearing before this Court at ten o'clock A.M., on the 22nd day of September, 1959; (2) that Frances M. Doehler be proceeded against as if she were a non-resident; (3) that she be given notice by publication, pursuant to Rule 105 of the Maryland Rules of Procedure, 1958 edition, either by actual publication or by personal service of copies of the order of publication within ten (10) days of the date of this Order both upon her and upon the Superintendent of Glengariff Nursing Home, Glen Cove, Nassau County, State of New York; and (4) that Frances M. Doehler may appear and answer the premises at any time before or after any decree of appointment of trustee or trustees for Frances M. Doehler which may be passed by this Court.

EDWARD D E ROLLINS.

ORDER OF PUBLICATION
Filed Aug. 10, 1959

In re Frances M. Doehler,

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

Cause No. 4268

ORDER OF PUBLICATION

The object of the Petition is to procure the appointment of a trustee or trustees to take charge of and manage the property of Frances M.Doehler.

The Petition is filed by Evelyn Lorraine Robertson, alleged to be the daughter and only child of Frances M. Doehler, a widow. The petition further alleges that:

1. Frances M. Doehler has become afflicted with a mental disability rendering her incompetent to manage her property, as shown by certificates filed with the Perition, made by Dr. Gordon Templeton and Dr. Robert D. Ferrell, neuropsychiatrists, who are attending Frances M. Doehler at Glengariff Nursing Home, Glen Cove, Nassau County, State of New York, where she is a patient, and that the confinement and treatment of Frances M. Doehler will apparently continue for an indefinite time.

2. That although Evelyn Lorraine Robertson is domiciled in Nassau County, New York, having caused her mother to be moved thare from Maryland General Hospital, Baltimore, Maryland, after her mother's illness began in the first week of February, 1959, her mother's legal domicile is nevertheless Queen Anne's County, State of Maryland.

3. That Frances M. Doehler's domicile in QUEEN Anne's County is shown by the facts that she resided there and had no other residence for many years until she moved temporarily to Evelyn Lorraine Robertson's residence in Nassau County, New York about February 1, 1958; that her removal was caused by her retirement from the hairdressing business which she owned and operated for many years in Centreville, Maryland; that her intention, expressed repeatedly and without variation to Evelyn Lorraine Robertson, at or about the time of said retirement and temporary removal and thereafter until her illness overcame her, was to move to the State of Florida and establish a permanent residence in that State, but she never actually established such a residence in any part of the State of Florida; that Frances M. Doehler is a registered voter in Queen Anne's County, Maryland; that the only real estate in which Frances M. Doehler has any interest is located in Queen Anne's County, Maryland, and is hereinafter described; that Frances M. Doehler's only motor vehicle operating license is a Maryland operator's license, although she registered a Nash Rambler motor vehicle in her name in New York in 1958 for temporary convenience; that Frances M. Doehler has never referred to herself in any official document as a citizen of any place except Queen Anne's County, Maryland; that Frances M. Doehler's income tax returns have been consistently filed in Maryland, showing Centreville, Maryland, as her address, through the year 1957, and she did not file any 1958 income tax returns, nor does the amount of her income require any 1958 income tax returns to be filed; that Frances M. Doehler had no intention to settle permanently or indefinitely in the State of New York,at any time; that she had chosen no exact place of residence in Florida at any time; and that all these facts are well and personally known to Evelyn Lorraine Robertson.

4. That at the time of the filing of the Petition, the kind, quantity and value of the property to be cared for and managed is as follows:

REAL ESTATE

The interest of Frances M. Doehler as co-tenant with the petitioner in the real estate described in the Contract of Sale made by and between the petitioner and her husband, Theodore Robertson, as Sellers, and Marshall I. Kader and Carolyn C. Kader, his wife, as Buyers, dated April 25, 1959, of which a conformed copy is filed with the Petition, providing for a sale of the real estate to the Buyers, conditioned upon the Court's having approval such sale, for the total sum of $22,000.00 of which the equal share of Frances M. Doehler, if the sale is consummated, will be $11,000.00

TANGIBLE PERSONAL PROPERTY

One 1958 Nash Rambler valued by the Petitioner at 1,600.00

CASH

Cash on deposit in Savings Account No. 42376, in the name of the petitioner in Nassau Trust Co., Glen Cove, New York, transferred from Loyola Federal Savings and Loan Association, Baltimore, Maryland, on May 19, 1959, from a joint account in the names of Frances M. Doehler and the petitioner and contributed to such joint account entirely by Frances M. Doehler 6,000.00

TOTAL $18,000.00

5. That the petitioner has spent $4,114.75 of funds belonging to Frances M. Doehler and entrusted to the petitioner and $553.29 of the petitioner's own funds in and about the maintenance, support and medical expenses of Frances M. Doehler since her illness began, through the 29th day of June, 1959, and will render a supplementary account of any additional amounts spent to the trustee or trustees in these proceedings after the appointment and qualification of such trustee or trustees.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 10th day of August, 1959, that the Petitioner, 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) consecutive weeks before the 11th day of September, 1959, shall give notice to Frances M. Doehler, who is a person who may be proceeded against as a non-resident of the State of Maryland, of the substance and object of the Petition, and to appear in the Circuit Court for Queen Anne's County at 10 o'clock A.M. on the 22nd day of September, 1959, when the proceedings in this cause are set down for a hearing;provided that Frances M.

Doehler may appear and answer the premises at any time before or after any decree of appointment of trustee or trustees for Frances M. Doehler which may be passed by this Court.

T. SORDEN PIPPEN
Clerk of the Circuit Court for
Queen Anne's County in Equity

AFFIDAVIT OF PERSONAL SERVICE
Filed Aug. 20, 1959

State of New York,)
) ss.
NASSAU COUNTY,)

AFFIDAVIT OF PERSONAL SERVICE

I, the undersigned, Helen Manning, being first duly sworn according to law, do hereby depose and say that, on the 18 day of August, 1959, I personally served copied of an Order of Publication issued out of the Circuit Court for Queen Anne's County, in the State of Maryland, under date of August 10, 1959, in the proceedings entitled "In re Frances M. Doehler, Incompetent", being Cause No. 4268 on the Chancery Docket of said Court, identical to the attached copy of said Order of Publication, upon Frances M. Doehler, a patient at Glengariff Nursing Home, Glen Cove, New York, and upon MARY E. COLLETTA, Superintendent of said Glengariff Nursing Home (and the person charged with the custody and protection of the alleged incompetent, said Frances M. Doehler), by reading one of said copies to each of them and leaving one of said copies with each of them.

HELEN MANNING
Helen Manning Deponent.

ROBERT S. HOROWITZ
Notary Public, State of New York
No. 30-1862300
Qualified in Nassau County
Commission Expires March 30,1961

Notary
Public
Seal

Sworn and subscribed to before me,
this 18 day of August, 1959;

ROBERT S. HOROWITZ
Notary Public

ROBERT S. HOROWITZ-
Notary Public, State of New York
No. 30-1862300
Qualified in Nassau County
Commission Expires March 30, 1961

In Re Frances M. Doehler,
Incompetent.

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

Cause No. 4268

ORDER OF PUBLICATION

The object of the Petition is to procure the appointment of a trustee or trustees to take charge of and manage the property of Frances M.Doehler.

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1. Frances M. Doehler has become afflicted with a mental disability rendering her incompetent to manage her property, as shown by certificates filed with the Petition, made by Dr. Gordon Templeton and Dr. Robert D. Ferrell, neuropsychiatrists, who are attending Frances M. Doehler at Glengariff Nursing Home, Glen Cove, Nassau County, State of New York, where she is a patient, and that the confinement and treatment of Frances M. Doehler will apparently continue for an indefinite time.

2. That although Evelhn Lorraine Robertson is domiciled in Nassau County, New York, having caused her mother to be moved there from Laryland General Hospital, Baltimore, Maryland, after her mother's illness began in the first week of February, 1959, her mother's legal domicile is nevertheless Queen Anne's County, State of Maryland.

3. That Frances M. Doehler's domicile in Queen Anne's County is shown by the facts that she resided there and had no other residence for many years until she moved temporarily to Evelyn Lorraine Robertson's residence in Nassau County, New York about February 1, 1958; that her removal was caused by her retirement from the hairdressing business which she owned and operated for many years in Centreville, Maryland; that her intention, expressed repeatedly and without variation to Evelyn Lorraine Robertson, at or about the time of said retirement and temporary removal and thereafter until her illness overcame her, was to move to the State of Florida and establish a permanent residence in that State, but she never actually established such a residence in any part of the State of Florida; that Frances M. Doehler is a registered voter in Queen Anne's County, Maryland; that the only real estate in which Frances M. Doehler has any interest

is located in Queen Anne's County, Maryland, and is hereinafter described; that Frances M. Doehler's only motor vehicle operating license is a Maryland operator's license, although she registered a Nash Rambler motor vehicle in her name in New York in 1958 for temporary convenience; that Frances M. Doehler has never referred to herself in any official document as a citizen of any place except Queen Anne's County, Maryland; that Frances M. Doehler'sincome tax returns have been consistently filed in Maryland, showing Centreville, Maryland, as her address, through the year 1957, and she did not file any 1958 income tax returns, nor does the amount of her income require any 1958 income tax returns to be filed; that Frances M. Doehler had no intention to settle permanently or indefinitely in the State of New York at any time; that she had chosen no exact place of residence in Florida at any time; and that all these facts are well and personally known to Evelyn Lorraine Robertson.

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TANGIBLE PERSONAL PROPERTY

One 1958 Nash Rambler valued by the Petitioner at 1,600.00

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Cash on deposit in Savings Account No. 42376, in the name of the petitioner in Nassau Trust Co., Glen Cove, New York, transferred from Loyola Federal Savings and Loan Association, Baltimore, Maryland, on May 19, 1959, from a joint account in the names of Frances M. Doehler and the petitioner and contributed to such joint account entirely by Frances M. Doehler 6,000.00

TOTAL..... $18,000.00

5. That the petitioner has spent $4,114.75 of funds belonging to Frances M. Doehler and entrusted to the petitioner and $553.29 of the petitioner's own funds in and about the maintenance, support and medical expenses of Frances M. Doehler since her illness began, through the 29th day of June, 1959, and will render a supplementary account of any additional amounts spent to the trustee or trustees in these proceedings after the appointment and qualification of such trustee or trustees.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 10th day of August, 1959, that the Petitioner, 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) consecutive weeks before the 11th day of September, 1959, shall gibe notice to Frances M. Doehler, who is a person who may be proceeded against as a non-resident of the State of Maryland, of the substance and object of the Petition, and to appear in the Circuit Court for Queen Anne's County at 10 o'clock A.M. on the 22nd day of September, 1959, when the proceedings in this cause are set down for a hearing; provided that Frances M. Doehler may appear and answer the premises at any time before or after any decree of appointment of trustee or trustees for Frances M. Doehler which may be passed by this Court.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County in Equity

Filed August 10, 1959

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original Order of Publication filed in the above entitled cause, and the same now remains on file in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 10th. day of August, in the year nineteen hundred and fifty nine.

Circuit Court Seal

T. SORDEN PIPPIN
Clerk of the Circuit Court for Queen
Anne's County, Maryland.

DECREE OF APPOINTMENT
Filed Sept. 22, 1959

In Re FRANCES M. DOEHLER, Incompetent. ( ) In the Circuit Court for Queen Anne's County in Equity

Cause No. 4268

DECREE OF APPOINTMENT

The Petition, Doctors' Certificates and Order of Court thereon having been read and considered, and Frances M. Doehler appearing to have been personally served with a copy of the Order of Publication heretofore issued, as provided by said Order of Court, and having failed to appear either in person or by solicitor as provided by said Order of Publication, IT IS, this 22nd day of September, 1959, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Frances M. Doehler be and she is hereby declared to be incompetent and incapable of managing her property and estate.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that Evelyn Lorraine Robertson, of Glen Cove, New York and Howard J. Stant, of Prices, Maryland, be and they are hereby appointed trustees 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 trustees shall proceed to act as such they shall first file in this cause a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court or by the Clerk of this Court, in the penalty of EIGHTEEN THOUSAND DOLLARS if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of their duties as said trustees and for the faithful performance and execution of the trust reposed in them by this decree or which may be reposed in them by any further decree or order in the premises.

THOS J KEATING JR.
Judge

Filed Sept. 22, 1959

CERTIFIED COPY OF BOND
Filed Sept. 22, 1959

Queen Anne's County, to wit: Be it remembered that on this Twenty-second day of September in the year nineteen hundred and fifty-nine, the following Bond was brought to be recorded, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, EVELYN LORRAINE BOBERTSON, of Nassau County, State of New York, and HOWARD J. STANT, of Queen Anne's County, State of Maryland, as principals, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen Thousand Dollars ($18,000.00) --- current money of the United State 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 anddated this 22nd day of September, 1959;

WHEREAS, the above bounden Evelyn Lorraine Robertson and Howard J. Stant have been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 22nd day of September, 1959, trustees to take charge of and manage the property and estate of Frances M. Doehler, incompetent, under the direction of said Court; said decree having been passed in a Cause in said County entitled "In Re Frances M. Doehler, Incompetent", being Cause No. 4268 in the Chancery Docket of said Court;

NOW, THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden Evelyn Lorraine Robertson and Howard J. Stant shall well and faithfully perform the duties of said Trustees and of the trust reposed in them by said decree, or which may be reposed in them by any further decree or order in the premises, then the above ogligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of:

Ernest Alcarn

Cleo C. Green

EVELYN LORRAINE ROBERTSON (SEAL)
(Evelyn Lorraine Robertson)

HOWARD J. STANT (SEAL)
(Howard J. Stant)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By HOWARD WOOD, 3rd (SEAL)

Its Attorney-in-Fact

(CORPORATE SEAL AFFIXED)

ATTEST (as to corporate Seal):

Cleo C. Green

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

Security approved and Bond filed Sept. 22, 1959.

T. SORDEN PIPPIN, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 370, a Bond Record 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 22nd day of September in the year nineteen hundred and fifty-nine.

T. SORDEN PIPPIN
Clerk

PETITION FOR AUTHORITY TO SELL
INTEREST IN REAL ESTATE, AND
CERTIFICATE OF VALUE
Filed Sept. 22, 1959

In Re FRANCES M. DOEHLER,
Incompetent.

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

Cause No. 4268

PETITION FOR AUTHORITY TO SELL INTEREST
IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAI D COURT:

The Petition of Evelyn Lorraine Robertson and Howard J. Stant, Trustees in the above captioned cause, unto your Honors, respectfully sets forth:

1. That a part of the corpus of this trust estate consists of the interest of Frances M. Doehler as co-tenant with your co-trustee, Evelyn Lorraine Robertson, in the real estate described in the Contract of Sale heretofore filed in these proceedings as "Petitioner's Exhibit A", being an undivided one-half interest, as joint tenant, in fee simple.

2. That your trustees desire hereby to make known and report to this Honorable Court that the purchase price for said real estate of $22,000.00, provided in said Contract of Sal e, is, in their opinion, an excellent price therefor, and that in the judgment of your trustees it would be advantageous and to the best interest of their cestui que trust that the interest of said cestui que trust be sold with the interest of said Evelyn Lorraine Robertson in said real estate to the purchasers and upon the terms set forth in said Contract of Sale and the net proceeds of sale divided equally between this trust estate and said Evelyn Lorraine Robertson.

3. That a proper charge against said sale proceeds is a real estate brokerage commission due Eastern Shore Estates Company of Centreville, Maryland, licensed real estate broker, said real estate having been listed with said brokers by Frances M. Doehler and Evelyn Lorraine Robertson prior to the time when Frances M. Doehler was stricken with her present illness and said brokers having procured the present purchasers upon the present terms prior to such time, although said illness intervened when a contract of sale, signed by the purchasers, was in the mail adressed to the sellers and before the sellers had signed the same; and that the rate of commission, pursuant to such listing, is seven and one-half (7½%) per centum of the sale price.

4. That your trustees file herewith, as a part of this petition, the certificate of two owners of real estate in Queen Anne's County, Maryland, who are familiar with real estate values in the locality in which the subject real estate is situate, indicating that it would be advantageous to make said sale at the aforementioned price.

Your petitioners therefore pray your Honors to pass a decree authorizing your trustees, the petitioners, to sell the interest of Frances M. Doehler in the real estate described in said contract of sale filed herein by joining with Evelyn Lorraine Robertson in her individual capacity, and Theodore Robertson, her husband, upon full payment of the purchase price specified in said contract, in a deed of conveyance of said real estate to the purchasers named in said contract, their heirs and assigns, conveying all the right, title and interest of Frances M. Doehler and all persons claiming by, through or under her, in and to and all persons claiming by, through or under her, in and to the above mentioned real estate, provided said purchasers shall have fully performed their part of said contract, including without limitation the payment of rents, the sellers in said contract to be accountable to this trust estate for the share of Frances M. Doehler in such rent payments, and in the net proceeds of said sale, after payment of said brokerage commission and other proper charges.

Respectfully submitted,

EVELYN LORRAINE ROBERTSON
Evelyn Lorraine Robertson

HOWARD J. STANT
Howard J. Stant

TRUSTEES

Filed Sept. 22, 1959

CERTIFICATE OF VALUE
Filed Sept. 22, 1959

In Re FRANCES M. DOEHLER,

Incompetent.

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

Cause No. 4268.

CERTIFICATE OF VALUE

We the undersigned hereby certify that we are landowners residing in Queen Anne's County, State of Maryland, familiar with the values of real estate in the Fifth Election District of said County, and particularly with the real estate conveyed by Oliver C. Jones and wife to Frances M. Doehler, et al., by deed dated May 15, 1943 and recorded among the land records of said county in Liber A.S.G. No. 8, folio 48, excepting the part thereof conveyed by Frances M. Doehler, et al., to J. Grant Yates, Jr., and wife, by deed dated July 10, 1958, and recorded among said land records in Liber T.S.P. No. 41, folio 487, said real estate being known as the "Doehler Property", on Reed's Creek, and with the easements appurtenant thereto, and that, in our opinion, it will be to the interest and advantage of Frances M. Doehler that said real estate be sold for the sum of Twenty-two Thousand Dollars ($22,000.00); and that, in our opinion, said sum represents a very good price for said property at the present time, being at least the market value of the same.

Witness our hands, this 21st day of September 1959:

LINWOOD C. YATES

J GRANT YATES

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

I HEREBY CERTIFY that on this 21st day of September 1959, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared Linwood C. Yates & J. Grant Yates, Jr. and made oath in due form of law that the matters and facts set forth in the aforegoing CERTIFICATE OF VALUE are true to the best of their knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed Sept. 22, 1959

DECREE FOR SALE
Filed Sept. 22, 1959

In Re FRANCES M. DOEHLER,

Incompetent.

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

Cause No. 4268.

DECREE FOR SALE

Upon the petition of the trustees, filed herein on September 22, 1959, IT IS, this 22nd day of September, 1959, by the Circuit Court for Queen Anne's County, in Equity ADJUDGED, ORDERED and DECREED as follows:

That the interest of Frances M. Doehler in the real estate mentioned and described in these proceedings be sold unto Marshall I, Kader and Carolyn C. Dader, his wife, in conjunction with the sale by Evelyn Lorraine Robertson to said purchasers of her interest in said real estate, upon the terms set forth in the Contract of Sale, a copy of which is filed in these proceedings marked "Petitioner's Exhibit A", it appearing to the Court that a sale of the interest of Frances M. Doehler in said real estate, upon said terms, would be to the interest and advantage of said incomptent.

That as soon as may be convenient after they have made said sale, said trustees 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 trustees 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 interest of Frances M. Doehler in said real 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 trustees shall bring into this Court all of the money arising from said sale, after the payment to Eastern Shore Estates Company of a real estate brokerage commission of seven and one-half per cent (7½%) of the sale price, to be disbursed or invested under the direction of this Court, provided that said trustees shall also collect from the parties to said Contract of Sale the share of Frances M. Doehler in and to all rent payments which have accrued under said Contract of Sale.

THOS J KEATING JR.
Judge

REPORT OF SALE
Filed Sept. 23, 1959

In Re FRANCES M. DOEHLER,
Incompetent.

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 4268.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Evelyn Lorraine Robertson and Howard J. Stant, Trustees, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 22nd day of September, 1959, your Trustees on the 22nd day of September, 1959, proceeded in accordance with the terms of the Contract of Sale, heretofore filed in these proceedings, as "Petitioners' Exhibit A", to sell the one-half interest of Frances M. Doehler in the parcel of land mentioned and described in these proceedings, and more fully described in the aforesaid Contract of Sale, unto Marshall I. Kader and Carolyn C. Kader, his wife, at and for the sum of Eleven Thousand Dollars ($11,000.00), in accordance with the terms andconditions set forth in said Contract of Sale.

Respectfully submitted,

EVELYN LORRAINE ROBERTSON
(Evelyn Lorraine Robertson) Trustee

HOWARD J. STANT
(Howard J. Stant) Trustee

STATE OF NEW YORK,)
) TO WIT:
NASSAU COUNTY,)

I HEREBY CERTIFY, that on this 22nd day of September, 1959, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Evelyn Lorraine Robertson, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth stated, and that the sale was fairly made.

ELEANOR T. HITTORFF
Notary Public

My commission expires ELEANOR T. HITTORFF
Notary Public, State of
New York No.30-6915225
Qualified in Nassau County

Commission Expires March 30, 1960

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

I HEREBY CERTIFY, that on this 23rd, day of September, 1959, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard J. Stant, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk of the Circuit Court

ORDER NISI
Filed Sept. 23, 1959

In Re Frances M. Doehler,
Incompetent

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

No. 4268

ORDERED, this 23rd. day of September, 1959, that the sale made and reported in this cause by Evelyn Lorraine Robertson and Howard J.Stant, Trustees be ratified and confirmed, on or after the 23rd. day of Octoner, 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 1st. day of October, 1959, and ending on the 15th. day of October, 1959.

The report states the amount of sales to be $11,000.00.

T SORDEN PIPPIN Clerk

Filed: September 23, 1969

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Oct. 23, 1959

NISI

In Re Frances M. Deohler
Incompetent

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

No. 4268

ORDERED, this 23rd day of September, 1959, that the sale of one-half interest in real estate made and reported in this cause by Evelyn Lorraine Robertson and Howard J. Stant, trustees, be ratified and confirmed, on or after the 23rd day of October, 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 1st day of October, 1959, and ending on the 15th day of October, 1959,

The report states the amount of sales to be $11,000.00.

T. SORDEN PIPPIN. Clerk

True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 22, 1959

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the estate of In Re Frances M.Doehler, incommetent a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 23rd day of October, 1959, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of October, 1959, and the last insertion on the 15th day of October, 1959.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Oct. 23, 1959

FINAL ORDER OF RATIFICATION OF SALE
Filed Oct. 23, 1959

In Re FRANCES M. DOEHLER,

Incompetent.

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

No. 4268.

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of October, 1959, that the sale made and reported by Evelyn Lorraine Robertson and Howard J. Stant, Trustees, of an undivided one-half interest in real estate 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 directed by the preceding Order Nisi; and the Trustees are directed to pay a brokerage commission to Eastern Shore Estates Company of Seven and one-half per cent (7½%) of the sale price of Eleven Thousand Dollars ($11,000.00) all proper expenses for which thay shall produce vouchers to the auditor, but are allowed no commission on said sale.

THOS J KEATING JR.
Judge

Filed Oct. 23, 1959

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

In the Matter of the Trust Estate created for and in behalf of ANNIE McK. JACOBS under and by the terms and provisions of the last will and testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Anne's County in Equity.

William F. Watson, Clerk of the Circuit Court for Queen Anne's County in Equity:-

Docket suit as per the above titling, for the purpose of making application to said Court for the assumption by said Court of jurisdiction over said trust and the appointment of a Trustee.

THOMAS J. KEATING

J. FRANK HARPER

Solicitors for William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, lat of Queen Anne's County, State of Maryland, deceased, and Annie McK. Jacobs.

PETITION
Filed Jan. 23, 1915

In the Matter of the Trust Estate for and in behalf of ANNIE McK. JACOBS Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Anne's County In Equity. Cause No. 2122.

To the Honorable, the Judges of said Court:-

The Petition of William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Ann 's County, State of Maryland, deceased, to your Honors respectfully shows:-

1. That heretofore, to wit:- on the twenty third day of July, in the year eighteen hundred and ninety seven, William McKenney, late of Queen Anne's County aforesaid, departed this life in said County, seized and possessed of a large and valuable estate, real and personal, and leaving a last will and testament bearing date the 12th day of May, 1883; a codicil thereto bearing date the 15th day of December, 1888; a second codicil thereto bearing date the 22nd day of September, 1894; a third codicil thereto bearing date the 16th day of February, 1897; and a fourth codicil thereto bearing date the 14th day of July, 1897; which said last will and testament and said several codicils thereto were duly admitted to probate by the Orphans' Court for Queen Anne's County and are now of record in the Office of the Register of Wills for said county in Liber F.R. No. 2, folios 29, &c., a will record book for Queen Anne's County aforesaid, a duly certified copy of which said last will and testament and of said codicils thereto and of the probate thereof, marked "Exhibit No. 1", is filed herewith as a part of this Petition.

2. That as will appear by reference to said last will and testament and said codicils thereto, William L. Holton, James K. H. Jacobs, Wrightson L. Lowe and William McKenney were by the said testator constituted and appointed the Executors of the said last will and testament and codicils thereto; that after the death of said testator and before qualifying as such Executors, the said William L. Holton, James K. H. Jacobs, Wrightson L. Lowe and William McKenney filed in the Orphans' Court for Queen Anne's County their renunciation and refusal to act as such Executors; and that thereupon, to wit:- on the sixth day of August, 1897, Letters of Administration cum testamento annexo of all and singular, the goods, chattels and personal estate of the said William McKenney, deceased, were granted by the said Orphans' Court for Queen Anne's County unto William McKenney, William L. Holton and Clayton Wright, your Petitioners, and unto one Wrightson L. Lowe, all of whom filed an approved bond and duly qualified as such Administrators cum testamento annexo, as will appear by the certified copy of said Letters of Administration cum testamento annexo, marked "Exhibit No. 2", and filed herewith as a part hereof; that the said Wrightson L. Lowe, one of said Administrators, subsequent to his qualification as such, to wit:- on the 22nd day of June, 1901, departed this life, leaving your Petitioners, the said William McKenney, William L. Holton and Clayton Wright, as the Surviving Administrators cum testamento annexo and who, since the death of said Wrightson L. Lowe, have continued to discharge and are still discharging their duties as such Administrators of aforesaid.

3. That the aforesaid testator, William McKenney, by his said last will and testament, devised all his real estate, except the farm devised by him to his wife, Evelyn J. McKenney, and bequeathed certain personal estate therein mentioned, unto his Executors, and the successors and survivors of them, to be held by them, for the purposes fully set forth in his said last will and testament and for the benefit of his children, until the partition of his estate should be made by this Honorable Court and Trustees be appointed by this Court to receive, have, hold, manage, farm and to farm let the respective shares and distributive parts thereof of his children, as provided by his said will; that pursuant to the aforesaid devise, the Administrators took charge of and, since the grant of the aforesaid Letters of Administration cum testamento annexo to then, managed, carried on and rented, all the said real estate and collected and received the rents, issues and profits thereof and of said personal estate; and that after the death of the said Wrightson L. Lowe, your Petitioners, the said Surviving Administrators cum testamento annexo, have continued to manage, carry on and rent the same and to collect and receive the rents, issues and profits thereof up to the present time.

4. That the personal estate of the said William McKenney, deceased, has been fully administered by the said Administrators and Surviving Administrators, and that all the debts due and owing by said deceased which were proved against his estate in the said Orphans' Court or which were known to them, together with the costs of administration and of carrying into practical operation the provisions of said last will and testament, have been fully paid by said Administrators and Surviving Administrators, as directed by said will; and that all the rents, issues, profits and income of every kind which have been received by them from the real and personal estate of the said testator, remaining after the application by them of so much thereof as was necessary to complete the payment of the debts owing by said testator, have been by said Administrators and by your Petitioners as Surviving Administrators as aforesaid fully paid over to the several persons entitled under the provisions of said will to receive the said net income, each of said persons having fully received his or her respective share or proportion thereof in accordance with the terms of said will and by the authority of orders passed by the said Orphans' Court for Queen Anne's County.

5. That by the provisions of said last will and testament, the said testator directed that, as soon after his decease as might be convenient and practicable, his Executors should make application to this Honorable Court for the partition and allotment of his real estate, excepting the farm divised to his said wife, Evelyn J. McKenney, and such part of said real estate as said Executors should find it necessary to sell for the payment of debts, among his children in equal parts as to value, by a commission to be appointed by this Court; and that application should also be made by them to this Honorable Court for the appointment of suitable Trustees for his several and respective children who will accept the several trusts in their respective behalfs, as specifically set forth in said will, this Court to name the penalty and approve the bond to be given by said several Trustees for the safe, secure and proper management of the duties of their respective trusts; and that the said testator further directed that the said several Trustees to be appointed as aforesaid by this Honorable Court should have, hold, manage, rent, farm and farm let the several and respective shares of his said estate during the several and respective lives of his said children and for the period of Twenty one years thereafter, or until their several and respective children or issue shall have arrived at twenty one years of age, if the same occur within that period, the said children being given the power, however, to dispose of their said respective shares of said estate by last will and testament, free, clear and discharged of said trust.

6. That pursuant to the aforesaid direction, your Petitioners, the said William McKenney, William L. Holton and Clayton Wright, Surviving Administrators as aforesaid, together with William McKenney, one of the children of said testator, in his individual capacity, in a cause in this Court wherein they are the Plaintiffs and Maria M. McKenney and others are Defendants, being Cause No. 2120 on the Chancery Docket of this Court, have filed their Bill of Complaint praying for the passage of a decree by this Honorable Court for the partition, allotment and division of the real estate and personal property dexcribed in said Bill of Complaint and of which the said testator died seized and possessed, 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.

7. That in the partition, allotment and division of the said real estate and personal property to be made under the proceedings in the aforesaid Chancery Cause No. 2120, your Petitioners are advised and charge that, under the provisions of said last will and testament and as set forth in the said Bill of Complaint, there will be allotted to Annie McK. Jacobs, daughter of said testator, and one of the seven children mentioned in his said last will and testament, a one-seventh part of said real estate and personal property, subject to the said trust engrafted thereon by said last will and testament and the codicils thereto, the same to be held as aforesaid by a Trustee to be appointed by this Honorable Court.

8. That as a supplemental proceeding to the aforesaid Bill of Complaint and the proceedings thereunder in said Chancery Cause No. 2120, your Petitioners in pursuance of the direction contained in the aforesaid last will and testament, hereby make application to this Honorable Court for the appointment of a Trustee to have hold, manage, rent, farm and to farm let the said share of said estate so as aforesaid to be allotted to the said Annie McK. Jacobs in accordance with the provisions of said last will and testament, the said Trustee to have the same in charge in trust for the benefit of the said Annie McK. Jacobs, and aftermaking the necessary expenditures for keeping of said property in order and repair and keeping up the fertility of the farm land according to the rules of a provident husbandry, to receive and collect and pay over the income of the same to the said Annie McK Jacobs personally, and after her decease within the limits of the trust to her issue as provided in said will.

Your Petitioners therefore pray:-

1. That this Honorable Court may assume jurisdiction over the said one-seventh part of the said real and personal estate of said William McKenney, deceased, to be allotted as aforesaid to the said Annie McK. Jacobs under the proceedings in this Court in said Chancery Cause No. 2120, and over the aforesaid trust created and engrafted thereon by the said last will and testament of William McKenney, deceased, and the said Codicils thereto;

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-seventh part of said real and personal estate to be allotted as aforesaid to the said Annie McK. Jacobs, in accordance with the terms, provisions and directions contained in the 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 this cause;

4. And that your Petitioners may have such other and further felief as their case may require.

And as in duty bound, &c.,

WM. McKENNEY

WM. L. HOLTON

CLAYTON WRIGHT
Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased.

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

I hereby certify that on this 23rd day of January, in the year nineteen hundred and fifteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and each made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth to the best of their knowledge and belief.

WM. F. WATSON Clerk

I, Annie McK. Jacobs, daughter of the said William McKenney, late of Queen Anne's County, Maryland, deceased, and the life beneficiary under the trust created by the last will and testament and codicils thereto of said William McKenney, deceased, upon the one-seventh part of the real and personal estate of said testator to be allotted to me as aforesaid as described and set forth in the aforegoing Petition, do hereby admit that the matters and things stated in the said aforegoing Petition are true as therein set forth, and do hereby consent to the passage by this Honorable Court of the Decree and Order as therein prayed.

And the said testator in his said last will and testament having declared it as his wish and desire that his children should be consulted by the Court in the selection of their respective Trustees so far as the Court should adjudge safe, right and proper, but no further, I hereby make known my desire that Wm. McKenney of Queen Anne's County, State of Maryland, be named as the Trustee to be appointed by this Court in these proceedings, and I do hereby respectfully request that this Honorable Court may appoint the said Wm. McKenney as Trustee as aforesaid,

Respectfully submitted,

ANNIE McK. JACOBS.

ORDER OF COURT
Filed Feb. 2, 1915

In the Matter of the Trust Estate for and in behalf of

ANNIE McK. JACOBS

Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 2122.

ORDER OF COURT.

The aforegoing Petition and Exhibits, and the assent thereto of Annie McK. Jacobs, having been read and considered, IT IS ADJUDGED, ORDERED AND DECREED, this twenty-third day of January, in the year nineteen hundred and fifteen, by the Circuit Court for Queen Anne's County in Equity, and by the authorigy of said Court, that jurisdiction be and it is hereby assumed by this Court over the share or portion of the real and personal estate of William McKenney, late of Queen Anne's County, Maryland, deceased, to be allotted, as set forth in the aforegoing Petition, in trust to the said Annie McK. Jacobs under the proceedings in this Court entitled

"William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and William McKenney, in his individual capacity, vs. Maria M. McKenney and others", being Cause No. 2120 on the Chancery Docket of this Court, and over the trust engrafted thereon by the last will and testament of the said William McKenney, deceased, and the codicils thereto.

And it is further ADJUDGED, ORDERED AND DECREED that William McKenney of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said share or portion of said real and personal estate to be allotted as aforesaid to the said Annie McK. Jacobs, in accordance with the terms, provisions and directions contained in the said last will and testament of William McKenney, deceased, and the codicils thereto, the said William McKenney as Trustee as aforesaid, to have, hold, manage, rent, farm and to farm let the said share of said real and personal estate so as aforesaid to be allotted to the said Annie McK. Jacobs in accordance with the provisions of said last will and testament and said codicils thereto, the said Trustee to have the same in charge in trust for the benefit of the said Annie McK. Jacobs, and after making the necessary expenditures for the keeping of said property in order and repairand keeping up the fertility of the farm land according to the rules of a provident husbandry, to receive and collect the rents, profits and income therefrom and to pay over the net rents, profits and income therefrom to the said Annie McK. Jacobs personally, and after her decease within the limits of the trust, to her issue as provided in said last will and testament; and that before proceeding to act as Trustee as aforesaid the said William McKenney shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and by a surety to be approved by this Court, in the penalty of Twenty Thousand Dollars ($20,000.00) 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 future decree or order in the premises, and for the safe, secure and proper management of the duties of his said trust in accordance with the terms and provisions of the said last will and testament of William McKenney, deceased, and the codicils thereto.

And it is further ordered that the said Trustee be and he is hereby directed to report annually to this Court the condition of his said trust estate, together with a statement of his receipts and disbursements as Trustee as aforesaid.

W.H. ADKINS

EXHIBIT NO. 1
Filed Jan 23, 1915

In the name of God, Amen :

I, William McKenney, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for my last will and testament.

First, and principally, I do will and direct that all my just debts, including cost of administration and carrying into practical operation the provisions of this will, shall be paid, and to that end do will and direct the sale of all my personal estate and effects, exclusive of my bank stock, building association stock, my household furniture at my dwelling house in Centreville and such articles as I shall hereinafter specifically or otherwise despose of.

Secondly. In case it shall be absolutely necessary, and not otherwise, I do will and direct the sale of such of my real estate to pay and discharge my debts as my executors hereinafter named may select, choose and determine on, in the exercise of their best judgment, looking to the best interests of my devisees under this will and governed in their selection thereof by such considerations as remoteness of situation and consequent difficulty of oversight and management, unproductiveness and consequent unprofitableness, expensiveness of keeping in repair, availability for the purposes of sale, &c.

In the third place; I do give and devise unto my dear wife, Evelyn J. McKenney, in case she shall survive me, in lieu of and in full satisfaction of her dower estate and interest in my real and personal estate an annuity of the clear sum of Two Thousand Dollars, to be paid to her in semi-annual instalments from the date of my decease, so long as she shall live and to be a lien and charge on all my real estate,excepting the "Walnut Grove Farm" and Rye Patch Field and such Real Estate, if any, as my be sold to pay debts, &c., as hereinbefore provided;

In the fourth place; I do give and devise unto my dear, Evelyn J. McKenney, in case she shall survive me, in recognition of her sweet and kindly disposition towards me and my children as exemplified in her life and conduct towards me and them since our marriage, the Walnut Grove Farm with the adjacent Rye Patch Field incorporated or to be incorporated therewith, part of my purchase of Francis Council and lying on the left of the public road from Green lots to Reeds Creek Farm, to have and to hold the same as her absolute estate and property in fee simple;

In the fifth place, I do give and bequeath to my son, John McKenney, my gold watch and chain and the sideboard, the same being gifts to me from my father.

In the sixth place, I do give and bequeath to my daughter, Ella L. Mitchell, my tea service and set of castors and the photographs or likenesses in oil of myself and her mother.

In the seventh place, I do give and bequeath to my daughter Maria M. McKenney, the writing desk which belonged to my mother and the the likeness of myself and her mother taken in steel shortly after our marriage.

In the eighth place, I do give and bequeath to my daughter, Annie McKenney, my eight day clock valuable as an old family piece of furniture, to my daughter, Hennie G. McKenney, the photograph or likeness in oil of her grandfather in frame like that enclosing the likeness of mysel, as also that of her mother, and to my son, William McKenney, the portrait of his grandfather, John McKenney, taken at twenty one years of age, and to my daughter, Hattie McKenney, the walnut bookcase in the library at home.

In the ninth place, I do give and bequeath to my dear wife, in case she shall survive me, the photograph of myself in steel in the breakfast room at home, endorsed by me across the back thereof for her use.

In the tenth place, I do give and bequeath all the rest and residue of my household and kitchen furniture at my dwelling, together with all ornaments, pictures, articles of virtu &c. to be equitably and equally distributed among my children by me executors hereinafter named, consulting the wishes of my children in the distribution thereof as far as may be practicable.

In the eleventh place, It is my wish and desire that my wife and children shall continue to live tohether as a family as long as may be mutually desirable, convenient and practicable, upon such terms as to the support and management thereof as they may agree among themselves to be fair, right and equitable, and that if this mode of living is carried out that so long as it shall continue, those for the time, being forming part of the family, shall hold and use their respective proportions of my household and kitchen furniture for the uses of the family.

In the twelfth, In case of my decease before the decease of Aunt Harriet I do give unto her a generous support and maintenance out of my estate, supplementary to and after the exhaustion of her own income, and also that her burial expenses on the same scale as that of her brothers before her, shall be taxed to and defrayed out of my estate also.

In the thirteenth place; It is my will and desire, in case of my decease before my sister, Annie Tilghman, that she shall not be required to pay any monies due to me for advances made her (this is understood not to embrace monies paid to her on account, which are to be charges up against her as credits) but all the evidences for actual advances made her and held by me shall be released and delivered to her, and I do further more will and direct that she shall be paid annually out of my estate the sum of Five Hundred Dollars as long as she lives in semi-annual instalments from the date of my decease.

In the fourteenth place, I do give and devise unto my son, John McKenney, my Home Place in Centreville as now held and constituted, subject nevertheless to the trusts by this will engrafted on all my Real Estate, with power by and with the advice and consent of his Trustee for the time being to dispose of, sell and grant such outlying portions thereof as he may deem proper and desirable. I also empower, John McKenney, if he shall prefer not to have said Home Place and any one of my other children shall desire to have and possess it, with the consent of such other child, to substitute said child to this devise with the same powers and subject to the same trusts as said child's share of my estate under the provisions of this will. This property is to be valued along with my other property and estate as part and parcel thereof and in the distribution of my Real Estate to be taken and considered as part of John's share, or the share of such other child as may desire and consent to take the same as aforesaid.

In the fifteenth place. All the rest, residue and remainder of my Real Estate (including however the Home Place as part thereof as provided in the preceding item of this will, I do give and devise unto my Executors hereinafter named, the successors or 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 children until the appointment by the Circuit Court for Queen Anne's County as a Court of Equity of Trustees to receive, have, hold, manage, farm (and tofarm let the same) the respective shares and distributive parts thereof, of my children as hereinafter provided and their qualificationunder the order of the Court to act as Trustees, at which time my Executors shall pass over to, surrender and deliver up to said Trustees all said Real Estate according to the provisions of this will and the division thereof.

In the sixteenth place. I do will and direct that as soon after my decease as my be convenient and practicable my Executors shall make application to the Circuit Court for Queen Anne's County in Equity for the partition and allotment of my Real estate (excepting that hereinbefore disposed of) among my children in equal parts as to value (in case of my unavoidable inequality in value, the same to be adjusted and equalized by the award of money to be paid so as to equalize said divisions and allotments, said award of money to be a lien and charge on the share of Real Estate of the child of children by whom the same is to be paid until paid and discharged) by the appointment of a commission of five discreet, sensible and judicious freeholders of Queen Anne's County to divide and report the same to said Court for its confirmation of rejection, &c., until the same shall have been consummated, and in said application to the Court to embody an application for the appointment of suitable Trustees for my several and respective children who will accept the several trusts in their respective behalfs, to receive, have, hold, manage, farm and to farm let and rent their several and respective estates as hereinafter more specifically set forth, and to name the penalty and approve the bond to be given by said several Trustees for the safe, secure and proper management of the duties of their respective trusts. And I do request and empower said Circuit Court from time to time when occasion shall require it, from death, resignation or inability to act, or any other cause, to appoint and substitute new Trustees during the continuance of the trusts hereby engrafted on my property and estate, and it is my wish and desire that my children shall be consulted by the Court in the selection of their respective Trustees so far as the Court shall adjudge safe, right and proper, but no further.

In the seventeenth place; I do will and direct that my Executors shall hold as aforesaid until the appointment and qualification of Trustees

as aforesaid my Real Estate and the respective shares and proportions thereof of my several and respective children andthat thereafter their several and respective Trustees shall have, hold, manage, farm and to farm let their several and respective shares and propertions thereof as follows, to wit:- incase of my sons, in trust to have, hold, manage, farm rent and to farm let the same as to one-half part thereof until and as they shall severally and respectively arrive at twenty five years of age, when the trust as to said half part shall cease and determine and the Trustee in the case shall according to the original valuation thereof in the division between my children deliver over to, yield up and surrender to said son arriving at twenty five years of age said half part of his share of my Real Estate-- as to the other half part thereof until they shall severally and respectively arrive at thirty years of age, when the trust as to said remaining half shall cease and determine in like manner and the said Trustee of the son so arriving at thirty years of age shall yield up, deliver and surrender the remaining half of his share of my Real Estate to the son so arriving at thirty years of age; provided the Trustee so having the same in charge shall be satisfied, after careful examination and investigation into the property and pecuniary condition and affairs of said son and the management of his first half of his share of my Real Estate that it will not be unsafe or improvident to do so-- and if in the exercise of his judgment he consider it unsafe and improvident to yield up, deliver and surrender to him said last half of his share of my Real Estate, then said remaining half part thereof is to be held by said Trustee and his successors for the benefit of my son and his issue as in the case of the trusts engrafted on the devises to my daughters. As to my daughters, their said several Trustees are to have, hold, manage, rent, farm and to farm let their several and respective shares of my Real Estate during the several and respective lives of my several daughters and for the period of twenty one years thereafter, or until their several and respective children or issue shall have arrived at twenty one years of age, if the same shall occur within that period. I do hereby empower and charge the several and respective Trustees, to be appointed by the Circuit Court for Queen Anne's County in Equity as aforesaid, to have, hold, manage, farm, rent and to farm let the Real Estate which under the provisions of this will and their appointment they shall have in charge in trust for the benefit of their respective cestui qui trusts, and after the necessary expenditures for keeping said property in order and repaid and keeping up its fertility according to the rules of a provident husbandry, to receive and collect and pay over the income of the same to their several and respective cestui qui trusts, in the case of my sons, to them, personally and in the case of my daughters to them personally, and after their decease within the limits of the trust to their issue as hereinbefore provided.

In the eighteenth place. In case of the death of any one of my children without issue and without the exercise of the power of disposition by last will and testament given by this will, I do will, direct and devise that his or her share of my Real Estate shall devolve upon and become the estate and property of the survivor or survivors free, clear and discharged of the trust engrafted on the same by this will and I do hereby empower any one and all of my children in case of his or her death after twenty one years of age and during the continuance of the trust engrafted on his or her estate by this will to dispose of the same by last will and testament free, clear and discharged of said trust.

In the nineteenth place. I do give, will and bequeath all my personal estate, including my bank stock, building association stock, surplus of personal estate directed to be sold after payment of my debts, &c., if any, surplus of Real Estate authorized to be sold, if any sold and there exists any surplus, after equalizing my son, William, and my daughter, Hattie, with my other children by first paying to them thereout respectively a sum of money equivalent to what my other children have or shall receive from their grandmother's estate, (or under the will of Mrs. Dall) to be divided equally among all my children, but nevertheless to to be held by my Executors until the appointment and qualification of the respective Trustees of my children, and then by said several Trustees of my children in trust for their use and benefit and in case of the death of any one or more of them leaving issue, for the benefit of said issue, as in the case of their several and respective shares of my Real Estate- and the same to invest and reinvest from time to time, and the income thereof to pay over to my said several children or in case of their death with issue as aforesaid, to their issue as incase of the income from my Real Estate as hereinbefore provided, and with like powers of disposition by last will and testament as to the corpus of the fund or income as in case of their respective shares of my Real Estate, and in case of the death of any one or more of them without leaving surviving issue at the time of his or her death and without a last will or testament, to the survivor or survivors of them as in case of their respective shares of my Real Estate.

In the twentieth place. By and with the advice and by the decree of the Circuit Court for Queen Anne's County in Equity, on proper and satisfactory proof, I do hereby empower any one or moreof the respective Trustees of my respective children, if advantageous to the best interest of his or their certui qui trusts, at any time to sell the respective share of my Real Estate of his or their respective cestui qui trust and the proceeds thereof to have, hold, manage and invest for the benefit of his or their cestui qui trust as provided in case it had remained land and subject to the same devolution of title or power of disposition by the cestui qui trusts, excepting the Home place or the dwelling in Centreville, with such adjacent land in front, in the rear and on either side thereof as property belongs thereto, which I do not wich sold or disposed of during the period covered by the trust applicable thereto and which I would prefer should not be so sold so long as it can be retained by the one who shall become entitled under the provisions of this will, wishing it to remain in the family.

In the twenty first place. I would prefer in case my daughter Ella, can not conveniently from any cause, removal from Queen Anne's County and remoteness of residence therefrom, delicate health, family cares, &c., take charge, keep and raise my daughter, Hattie, that my wife, Evelyn J. McKenney, shall have the charge of her, as also that my wife shall have the charge of my son, William, in case his sister Maria from any cause shall not be able to assume or discharge that duty, and I do furthermore will and direct that my son, William, shall be liberally educated and fitted and prepared to enter on some one of the learned professions as may more nearly suit his natural aptitude and the peculiar bent of his

mind, and I also give and devise absolutely to each one of my children the sum of Two Hundred Dollars to be paid to them respectively and to be expended by them in the purchase or procurement of some souvenier of myself and their mother

Lastly, I do hereby name and appoint John B.Brown, Philemon B. Hopper and John McKenney to be the Executors of this my last will and testament, clothing them with full powers to carry into operation and effect its terms and provisions, including the necessary power of sale of my Real Estate, if absolutely necessary to sell any thereof to pay debts, and I do expressly charge that my Bank stock and Building Association stock shall not be sold or dispoced of to pay debts, but shall be preserved as a permanent investment for the benefit of my children as hereinbefore provided, and it is also my desire and I do so will and direct that my town property shall be excepted from the powers of sale herein contained and that from its greater facility of management it shall be retained as a permanent investment for my children under the provisions of this will, and I also desire and direct that in case of the decease of my wife previous to my decease the real estate hereinbefore devised to her in fee shall be divided and allotted among my children as part and parcel of the bulk of my Real Estate as hereinbefore provided, as also in case said devise in fee shall fail to go into effect the said devise in fee being hereby made contingent on the consent of my wife, Evelyn J. McKenney, to abide by the provisions, bequests and devises in this will contained and the contract and agreement between us made and entered into in reference thereto.

As witness my hand and seal this twelfth day of May, 1883.

Wm. McKenney. (Seal)

Signed, sealed and declared by the above named Testator, William McKenney, as and for his last will and testament, in our presence and in the presence of each of us, who in his presence and in the presence of each of us, and at his request have hereunto subscribed our names as witnesses thereto.

J. J. Hall

J. Fletcher Rolph

Wm. L. Holton.

Queen Anne's County, Sct: | Then came J. J. Hall, J. Fletcher Rolph and William L. Holton, subscribing witnesses to the foregoing last will and testament of William McKenney, late of the county aforesaid, deceased, and made oath on the Holy Evangely of Almighty God that they did see the estattor therein named sign and seal the said will, that they 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 their apprehension of sound and disposing mind, memory and understanding, and that they respectively subscribed their names as witnesses to said will, in the presence and at the request of the said testator and in the presence of each other.

29th day of July, A. D., 1897.

Finley Roberts,
Register of Wills for
Queen Anne's County.

I, William McKenney, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for a Codicil to my last will and testament.

Item 1st. I do hereby reaffirm and republish my said last will made by me and dated on the 12th day of May, 1883, except as herein and hereby altered, changed or modified.

Item 2nd. I do hereby name, substitute and appoint W. L. Holton, my son-in-law, as one of the Executors of my said last will and this codicil in place and stead of my friend, P. B. Hopper, named and appointed by the last clause of my will referred to and increase the number of said executors by adding thereto my friedn, W. L. Lowe, of Queen Anne's County, being induced to make these changes by the altered condition of circumstances transpiring since the execution of the will referred to and large increase in my real estate possessions, the substitution of W. L. Holton being regarded by me to some extent as a matter of propriety and right and more especially intended as an expression of confidence in and regard for him as the Husband of my Daughter, Hennie, and the selection and appointment of W. L. Lowe being based on the fact of my knowledge of him as a pracital and experienced Farmer, and of such freedom from public business pursuits as will enable him to give that attention tothe management of my Real Estate as it will necessarily require.

Item 3rd. I do hereby alter and modify the provisions of the 17th clause of my will in reference to the estates given to my two sons as follows, to wit:-

It is now my will and desire that at the age of twenty five if they or either of them shall have attained that age at my decease or as soon thereafter as they or either of them shall attain that age, the one so attaining said age shall be entitled to have in possession and in absolute control, management and disposal and free from any trust one-fourth of the estate given to him by my Will and not one-half thereof as hereinbefore provided in said 17th clause of my will. This alteration to apply to each of my sons at my decease and their arrival at 25 years of age. and as to the residue of the estates given to them or the remaining three-fourths thereof, it is my will and desire and I do hereby provide and direct that the same shall be subject in each case to a trust similar in every respect to the trusts engrafted in said 17th clause of my will on the devises to my several daughters, hereby revoking the discretionary powers therein given to the Trustees to have charge of the estates given to my two sons and hereby revoking the provisions of said 17th clause providing for investing them with possession, &c., at 30 years

of age as provided, &c.

And as to said remaining three fourths of the estates given to my two sons I do hereby make applicable all the provisions of my will as to devolution of title and power to devise &c: reapplicable to the estates given to my Daughters.

Item 4th. I amend the 18th clause of my will in that part which provided that in case of death of any one or more of my children, without issue his or her portion shall go to the survivor or survivors of them by this additional provision and explanation, that the terms Survivor or Survivors of them shall be intended to include and shall embrace the issue or descendants of any deceased child or children, the issue to take such part as the parent or parents would have taken in case he or she should have survived.

Item 5th. I do hereby revoke so much of the last clause of my Will as suggests or enjoins the keeping of my town property therein referred to as in the nature of a permanent investment owing to the altered condition of circumstances relating to the management and renting of said property and excepting the Home Place proper and the Corner Brick Store subject the same to the same power of disposition by the Trustees having the same in charge with the sanction of the Court as is provided in the 20th clause of my will in relation to my other Real Estate.

Item 6th. I desire it clearly understood that the one-fourth of the Estate given to each of my two sons, to be possessed and controlled by them or their arrival at twenty five years of age and after my decease, is after my decease and their arrival at twenty five years of age (and not until then) an absolute fee simple estate,- and until that time is subject to all the provisions of the trusts engrafted on the remaining three-fourths thereof and to the same devolution of title and the same power of disposition by last will.

Item 7th. I desire also to explain that the Tea Service left in the 6th Item of my will to my daughter, Ella, is not the solid silver service since acquired by me.

As witness my hand and seal this 15th day of December, 1888.

Wm. McKenney. (seal)

Signed, sealed and published and declared to be a codicil to his last will and testament by William McKenney, the above named Testator, in our presence and in the presence of each of us, who in his presence and in the presence of each of us and at his request have hereunto subscribed our names as attentive witnesses thereto.

Pere T. Forman

Ezekiel M. Forman.

Queen Anne's County, Sct: 29th day of July, A.D. 1897.

Then came Pere T. Forman and Ezekiel M. Forman, subscribing witnesses to the aforegoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said Codicil as and for a codicil to his last will and testament, that they heard him publish, pronounce and declare the same to be his codicil to 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 respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence of and at the request of the said testator, and in the presence of each other.

Finley Roberts,
Register of Wills for Queen Anne's
County

This is the second codicil to the last will and testament of me, William McKenney, of Queen Anne's County, State of Maryland, which is dated the twelfth day of May, in the year eighteen hundred and eighty three; Whereas John B. Brown was by my said will nominated and appointed one of the executors thereof and I now desire to revoke and annul his nomination and appoint as Executor thereof.

Now, therefore, it is my will that the nomination and appointment of the said John B. Brown, as one of the executors of my said will shall be, and it is hereby, revoked and annulled, and it is my will that Dr. J. K. H. Jacobs, of Kent Co., in the State of Maryland, shall be, and he is hereby, appointed and substituted as one of the executors of my said will in the place of the said John B. Brown, with same powers and authority as though he had been originally named as executor in my said will. In all other respects I confirm my said will and the first codicil thereto, emphasizing the wish in said will expressed that my daughter, Hattie, shall be cared for by, and remain with, my wife as long as my said daughter shall remain unmarried, being satisfied by a married life of over fifteen years with my present wife that my said daughter's happiness and welfare will be promoted by her observance of this wish.

In testimony whereof I have hereunto subscribed my name and affixed my seal this twenty second day of September, in the year eighteen hundred and ninety four.

William McKenney. (seal)

Signed, sealed, published and declared by William McKenney, in our presence as and for a second codicil to his last will and testament dated the twelfth day of May, in the year eighteen hundred and eighty three, who, at his re-

quest and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

E. M. Forman

Clahton Wright

P. B. Hopper.

Queen Anne's County, Sct: 29th day of July, A.D., 1897.

Then came E. M. Forman, Clayton Wright and P.B. Hopper, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be a Codicil to his last will and testament; and that at the time of his so doing he was to the best of their apprehension of sound and disposing ming, memory and understanding and that they respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence and at the request of the said testator and in the presence of each other.

Finley Roberts,
Register of Wills for Queen
Anne's County.

Whereas, I, William McKenney, of Queen Anne's County, State of Maryland, made a will, dated the twelfth day of May, in the year eighteen hundred and eighty three, to which I desire to make additions, now I declare this to be a codicil thereto as follows, viz:- In addition to the executors named in my said will and the codicils thereto, I hereby appoint my son, William McKenney, Jr., one of the executors of my said will and codicils thereto, hereby conferring upon him all the powers, authority and duties conferred by me said will and codicils thereto equally with them and as fully as if he had been appointed at the time and in the manner they were nominated. It is my will, and I hereby direct that, before entering upon the discharge of the duties devolving upon them as such executors, all the executors named in my said will and the codicils thereto shall give bond for the faithful performance of their executorship with some trust Company aughorized by the laws of Maryland to become surety on such bonds, as surety thereon.

It is my will, and I hereby direct that all accounts, evidences of debt, and charges that I may have and hold at the time of my death against my son, William McKenney, Jr., ar against any other of my children, shall be considered as part of my estate and collected by my executors; it being my intention that all such accounts, evidences of debt and charges shall be paid to my estate either by actual payment of same, or by charging same to, and thereby lessening, the interest and share in my estate of the child against whom I may hold, or make, them.

In testimony whereof I hereunto set my hand and seal on this sixteenth day of February, in the year eighteen hundred and ninety seven.

Wm. McKenney, (Seal)

Signed, sealed, published and declared by the above named testator, William McKenney, in the presence of us, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

J. F. Rolph,

Spencer Wright,

Spencer Newnam.

QUEEN Anne's County, Sct: 29th day of July, A.D. 1897.

Then came J. Fletcher Rolph, Spencer Wright and Spencer G. Newnam, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, abd made oath on the Holy Evangely of Almighty God that they did see the testator, therein named, sign and seal the said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be a codicil to his last will and testament and that at the time of his so doing he was to the best of their apprehension of sound and desposing mind, memory and understanding and that they respectively subscribed their names as witnesses to said docicil to said will and tesament in the presence of and at the request of said testator and in the presence of each other.

Finley Roberts,
Register of Wills for Queen
Anne's County.

I. William McKenney, of Queen Anne's County, State of Maryland, having made my last will and testament bearing date the twelfth day of May, in the year eighteen hundred and eighty three, do now make, publish and declare this codicil to be taken as part of the same.

First, Desiring to provide for the comfortable support of my wife, Evelyn J. McKenney, and my two unmarried daughters, Maria M. McKenney and Harriet McKenney, pending the settlement of my estate and the division of my property under the terms and directions of my said will and testament and the codicils therego, I dedicate to that purpose, and give and bequeath unto my wife, Evelyn J. McKenney, and my two unmarried daughters, Maria M. McKenney and Harriet McKenney, the rents, issues, income and profits of my two farms in Queen Anne's County, known

as the "Doctor Wright Farm", now carried on by Mrs. Georgie Shortall (wife of Thomas F. Shortall) and the "Wye Farm", now carried on by John Bishop, to the extent and amount of thirty six hundred dollars, which may be unpaid at the time of my death, and if the same shall not be sufficient to pay to them the whole of said amount, the deficiency shall be made up and paid out of the rents, issues, income and profits from said two farms accruing after my death as the same become due and collectible, until the whole of said amount shall be paid them. And I hereby direct the executors named in my said will and testament and codicils, to collect the said rents, issues, income and profits as promptly as possible and pay the same over, as soon as received and without delay, to my said wife and two above named unmarried daughters, in equal sums to each of them, until the said sum of thirty six hundred dollars shall have been paid to them, for their use and support while my estate shall be in the course of administration and pending the division of my property among my widow, children, heirs at law, legatees and devisees. The rents, issues, income and profits so paid over for their support shall be charged against the respective interests, proportions and shares in my estate awarded to my said wife and two unmarried daughters, named therein, in the division of my property, it not being my intention to increase or enlarge their share, or the share of any of them in my estate thereby, but only to provide for them the means of support and maintenance while my estate is being administered, settled and divided. I have not made similar provision for my other children because they are married and have sources of dependence and support independent of my estate, and are not compelled to rely upon me as those named herein are. I desire this codicil to be clearly understood as not making any distinction between my children. It is simply intended to protest those dependent upon me from possible embarrassment that cannot meet the others.

Second. In the 21st item of my said last will and testament dated as herein above said, I have expressly charged that my "bank stock and Building Association Stock shall not be sold or disposed of for payment of debts but shall be preserved as a permanent investment for the benefit of my children", I hereby revoke so much of said 21st item as relates to my Building Association Stock, (but only so much as relates thereto) and now will and direct that the executors named in my said will and codicils thereto, may, at their option, preserve my Building Association Stock as a permanent investment of sell or dispose of the same for the payment of debts, they to act in preserving or selling said stock in that manner which seems to them for the best interests of my estate.

Third. I hereby ratify and confirm my said last will and testament bearing date the 12th day of May, 1883, and the codicils thereto, heretofore made, in every respect, save so far as the same are inconsistent with this codicil.

In testimony whereof I have hereunto subscribed my name and set my seal, to this codicil to my last will and testament this fourteenth day of July, in the year eighteen hundred and ninety seven.

William McKenney (seal)

Signed, sealed, published and declared by the said William McKenney as and for a codicil to his last will and testament in the presence of us, who, at his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Spencer Wright

Spencer G. Newnam.

Queen Anne's County, Sct. | Then came Spencer Wright and

29th day of July, 1897. | Spencer G. Newnam, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same as and for a codicil to his last will and testament; and that at the time of his so doing he was to the best of their apprenhension of sound and disposing mind, memory and understanding and that they respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence of and at the request of the said testator and in the presence of each other.

Finley Roberts,
Register of Wills for
Queen Anne's County.

Queen Anne's County, Sct. | Then came WilliamL. Holton and

29th day of July, A.D.,1897 | William McKenney, two of the Executors by the codicils to the last will and testament of William McKenney, late of said county, deceased, appointed, and made oath on the Holy Evangely of Almighty God that they do not know any other will of the said WilliamMcKenney, other than the foregoing instrument of writing, and ahat they do not know of any other codicils to the last will and testament of said William McKenney, deceased, other than the foregoing instrument of writing.

Finley Roberts,
Register of Wills for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County doth hereby certify

that the within and aforegoing is a true and perfect copy of the last will and testament of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and of the four codicils thereto, and of the probate thereof as filed in this Office and as recorded in Liber F.R. No. 2, folios 29, &c., a will record book for Queen Anne's County aforesaid on file in the Office of the Register of Wills for said county.

In Testimony whereof I hereunto subscribe my name and affix the seal of the Orphans' Court for Queen Anne's County this fourteenth day of January, in the year nineteen hundred and fifteen.

Seal's Place

WILLIAM T. BISHOP
Register of Wills for
Queen Anne's County,
Maryland.

EXHIBIT NO. 2
Filed Jan. 23, 1915

STATE OF MARYLAND,)
) Sct.
QUEEN ANNE'S COUNTY)

The subscriber, Register of Wills for Queen Anne's County, State of Maryland, doth hereby certify, that it appears by the records in his office that letters of administration cum testamento annexo of all the goods, chattels and credits, and personal estate of William McKenney, late of Queen Anne's County, Maryland, deceased, were on the sixth day of August, in the year of our Lord, one thousand, eight hundred and ninety seven granted and committed unto William McKenney, William L. Holton, Wrightson L. Lowe and Clayton Wright, who filed approved bond in the penalty of the sum of $150,000.00.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this twelfth day of January, nineteen hundred and fifteen.

Seal's Place

Test:

WILLIAM T. BISHOP
Register of Wills for Queen
Anne's County

BOND
Filed Nov. 23, 1915

KNOW ALL MEN BY THESE PRESENTS that we, William McKenney, of Queen Anne's County, State of Maryland, as principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY THOUSAND DOLLARS ($20,000.00), to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for thewhole, jointly and severally, firmly by these presents, sealed with our seals and dated this Seventeenth day of November, in the year nineteen hundred and fifteen.

WHEREAS the Circuit Court for Queen Anne's County in Equity, by its decree passed on the twenty-third day of January, nineteen hundred and fifteen, in the Cause in said Court entitled "In the Matter of the Trust Estate for and in behalf of Annie McK. Jacobs Created under and by the terms and provisions of the last will and testament of William McKenney, deceased, and the codicils thereto", being Cause No. 2122 on the Chancery Docket of said Court, assumed jurisdiction over the share or portion of the real and personal estate of William McKenney, late of Queen Anne's County aforesaid, deceased, to be allotted to Annie McK. Jacobs, subject to the trust engrafted thereon by the last will and testament of said William McKenney, deceased, and the codicils thereto, under the proceedings in said Court entitled "William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and William McKenney, in his individual capacity, vs. Maria M. McKenney, and others", being Cause No. 2120 on the Chancery Docket of said Court, and over the trust engrafted on said share or portion of said real and personal estate by said last will and testament and the codicils thereto;

AND WHEREAS by its said Decree passed in said Cause No. 2122, the said Court appointed the said William McKenney Trustee, with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said share or portion of said real and personal estate to be allotted as aforesaid to the said Annie McK. Jacobs, in accordance with the terms, provisions and directions contained in the said last will and testament of William McKenney, deceased, and the codicils thereto, and as set forth in said Decree;

AND WHEREAS the aforesaid share or portion of said real and personal estate directed by said last will and testament and the codicils thereto to be allotted to the said Annie McK. Jacobs, subject to the trust engrafted thereon as aforesaid, has been, in the Report and Return of the Commissioners filed in said Chancery Cause No. 2120, duly allotted to the said Annie McK. Jacobs, to be held by the said William McKenney, the Trustee as aforesaid and his successor or successors in the said trust, subject to the trust engrafted thereon by the said last will and testament, for the benefit of the said Annie McK. Jacobs and in trust for the purposes in said last will and testament and thecodicils thereto mentioned, the several parcels of real estate and personal property constituting said allotment of said share or portion being set forth and described in said Report and Return of the Commissioners as "Division and Allotment No. 2", which said Report and Return of the Commissioners was

finally ratified and confirmed by said Court by its order and decree passed in said Chancery Cause No. 2120 on the sixth day of November, nineteen hundred and fifteen;

AND WHEREAS the said William McKenney has accepted the aforesaid trust and this bond is executed in compliance with the directions contained in the said Decree passed by said Court in said Chancery Cause No. 2122;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William McKenney do and shall, in accordance with the terms and provisions of the said last will and testament of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and the codicils thereto, safely, securely and properly manage the duties of his said trust, and do and shall well and faithfully perform and execute the trust reposed in him by said Decree or that may be reposed in him by any future 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:-

Wm McKENNEY (SEAL)

THOS J KEATING

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,

Per MILLARD LEONARD
Vice President.

Seal's Place

Corporate Seal

ATTEST:-

W. M. BISHOF
Asst. Secretary

Approved this 22nd day of November - 1915 by the Circuit Court for Queen Anne's County, In Equity.

W. H. ADKINS.

PETITION AND SUGGESTION
FOR APPOINTMENT OF TRUSTEES
Filed June 13, 1921

In the Matter of the Trust Estate for and in behalf of Annie McK. Jacobs Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Annes County in Equity. Cause No. 2122.

To the Honorable, the Judges of said Court:-

The Petition and Suggestion of Annie McK. Jacobs of Queen Anne's County in the State of Maryland, beneficiary for life under the Trust Estate in the above entitled proceedings, to your Honors respectfully states:-

1- That heretofore, to wit:- on the twenty-third day of July, in the year eighteen hundred and ninety-seven, William McKenney, late of Queen Annes County aforesaid, departed this life in said County, seized and possessed of a large and valuable estate, real and personal, and leaving a Last Will and Testament bearing date the 12th day of May, 1883; a codicil thereto bearing date the 15th day of December, 1888; a second codicil thereto bearing date the 22nd day of September, 1894; a third codicil thereto bearing date the 16th day of February, 1897; and a fourth codicil thereto bearing date the 14th day of July, 1897; which said Last Will and Testament and said several codicils thereto were duly admitted to probate by the Orphan's Court for Queen Annes County and are now of record in the office of the Register of Wills for said County in Liber F.R. No. 2, folios 29 &c., a Will Record Book for Queen Annes County aforesaid, a duly certified copy of which said last Will and Testament and of said Cocicils thereto and of the probate thereof, marked "Exhibit No. 1", is filed in these proceedings.

2- That on the 23rd day of January, in the year 1915, this Honorable Court, upon the Petition of said beneficiary, Annie McK. Jacobs, passed an order assuming jurisdiction over the share or portion of the real and personal estate to which the said beneficiary was entitled under the terms and provisions of the last Will and Testament of her father, William McKenney, late of Queen Annes County, deceased, and the Codicils thereto, and in said order assuming jurisdiction did appoint William McKenney, a brother of your Petitioner, as Trustee with full power and authority to execute the trust created by said Will in reference to the property to which your Petitioner was entitled under the said Will of her said father, William McKenney, and allotted to your Petitioner, Annie McK. Jacobs, under the proceedings in this Court entitled "William McKenney, William L. Holton and Clayton Wright, surviving executors cum testamento annexo of William McKenney, late of Queen Annes County, State of Maryland, deceased, and William McKenney, in his individual capacity, VS Maria M. McKenney and others", being Cause No. 2120 on the Chancery Docket of this Court.

3- That the said William McKenney, brother of hour Petitioner, accepted the said Trust, filed an approved bond in the penalty of twenty thousand dollars, and performed his duties as Trustee from the time of his appointment as aforesaid to the fourth day of June, in the year 1921, upon which said last mentioned date her said brother, William McKenney, departed this life and it now becomes necessary and expedient that a new Trustee or Trusttte be appointed in the place and stead of the said William McKenney, the deceased trustee as aforesaid,with full power and authority

to execute the Trust heretofore executed and performed by the said William McKenney.

4- That Accounts and Reports have been made by the aforesaid Trustee, annually since his appointment as aforesaid, and the last Report was duly filed by said Trustee and duly approved by this Court on the 26th day of April, in the year 1921, said last mentioned Report including Receipts and Disbursements for the year 1920 and showing certain crops on hand of the said year 1920 and undisposed of, as will appear by reference to said Report and Account.

5- That your Petitioner desires to respectfully suggest her son, J. Kent H. Jacobs, and Thomas J. Keating, both of Queen Annes County, for appointment as Trustees in yhese proceedings in the place and stead of the said William McKenney deceased Trustee as aforesaid.

Your Petitioner therefore prays:-

1- That this Honorable Court may appoint the said J. Kent H. Jacobs and Thomas J. Keating as Trustees with full power and authority to execute the aforesaid Trust in the place and stead of the said William McKenney, deceased Trustee as aforesaid, in accordance with the terms contained in the said last Will and Testament of said William McKenney, her deceased father, and the codicils thereto.

2- And that your Petitioner may have such other and further relief as her case may require.

And as in Duty Bound &c

ANNIE MCK. JACOBS

THOS. J. KEATING
Solicitor for Petitioner.

In the Matter of the Trust Estate for and in behalf of Annie McK. Jacobs Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	)	In the Circuit Court for Queen Annes County in Equity. Cause No. 2122

The aforegoing Petition and Suggestion having been read and considered, It Is Thereupon, this Thirteenth day of June, in the year Nineteen Hundred and Twenty-one, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that J. Kent H. Jacobs and Thomas J. Keating, of Queen Annes County in the State of Maryland, be and they are hereby appointed Trustees in the above cause, entitled "In the Matter of the Trust Estate for and in behalf of Annie McK. Jacobs Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto", Chancery No. 21221, in the place and stead of William McKenney, former Trustee now deceased, with full power and authority to execute the trust engrafted upon the sahre or portion of the real and personal property allotted to the said Annie McK. Jacobs in the allottment and division of the real and personal estate of her deceased father, William McKenney, in accordance with the terms, provisions and directions contained in the last Will and Testament of said William McKenney, deceased, and the Codicils thereto, as allotted unto the said Annie McK. Jacobs in the cause in said Court wherein William McKenney and others are Plaintiffs and Maria M. McKenney and others are Defendants, said cause being Chancery No. 2120 on the Chancery Docket of this Court; and with full power and authority to receive, have hold, manage, rent, farm and farm let the said real and personal estate so as aforesaid allotted to the said Annie McK. Jacobs in accordance with the provisions of said last Will and Testament and said Codicils thereto, the said Trustees to have in charge in trust for the benefit of the said Annie McK. Jacobs and, after making the necessary expenditures for the keeping of said property in order and repair and keeping up the fertility of the farm land according to the rules of a provident husbandry, to receive and collect the rents and income therefrom and to pay over the net rents, profits and income therefrom, after deducting the costs and commissions incident to the trust, to the said Annie McK. Jacobs personally and after her decease, within the limits of the trust, to her issue as provided in said last will and testament; and that before proceeding to act as Trustees as aforesaid the said J. Kent H. Jacobs and Thomas J. Keating shall file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and by a surety to be approved by this Court, or the Clerk thereof, in the penalty of Twenty Thousand Dollars conditioned for the faithful performance and execution of the trust reposed in them by this Decree or that may be repos d in them by any future decree in the premises, and for the safe, secute and proper management of the duties of said trust in accordence with the terms and provisions of said last will and testament of William McKenney, deceased, and the Codicils thereto.

And it is further ordered that the said Trustees be and they are hereby directed to report to this Court, within the period of sexty days from the date of this order, the present condition of the trust estate in these proceedings and to report annually to this Court the condition of said trust estate together with a statement of their Receipts and Disbursements as Trustees.

W H ADKINS

Filed June 13th 1921

BOND
Filed June 18, 1921

KNOW ALL MEN BY THESE PRESENTS that we, J. Kent H. Jacobs and

Thomas J. Keating of Queen Annes County, State of Maryland, as principals, and the New Ansterdam Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY THOUSAND DOLLARS ($20,000.00), to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and or the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Thirteenth day of June, in the year Nineteen Hundred and Twenty-one.

Whereas the Circuit Court for Queen Annes County, in Equity, by its decree passed on the 23rd day of January,1915, in the cause in said Court entitled "In the Matter of the Trust Estate for and in behalf of Annie McK. Jacobs Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto", being Chancery Cause No. 2122 on the Chancery Docket of said Court, assumed jurisdiction over the share or protion of the real or personal estate of William McKenney, late of Queen Annes County aforesaid, deceased, allotted to the said Annie McK. Jacobs, subject to the trust engrafted thereon by the last Will and Testament of said William McKenney, deceased, and the Codicils thereto under the proceedings in said Court entitles "William McKenney, William L. Holton, and Clayton Wright, surviving administrators sum testamento annexo of William McKenney, late of Queen Annes County, State of Maryland, deceased, and William McKenney, in his individual capacity, vs Maria M. McKenney and others", being cause No. 2120 on the Chancery Docket of said Court, and over the trust engrafted on said share or portion of said real and personal estate by said last Will and Testament and the Codicils thereto;

And, Whereas, by its said decree passed in said Cause No. 2122 the said Court appointed William McKenney Trustee, with full power and authority to execute the aforesaid Trust created and engrafted as aforesaid upon said share or portion of said real and personal estate allotted as aforesaid to the said Annie Mck. Jacobs, in accordance with the terms, provisions and directions contained in the said last Will and Testament of William McKenney, deceased, and the Codicils thereto, and as set forth in said decree;

And, Whereas, the said William McKenney, the said original Trustee on the Fourth day of June, in the year Nineteen Hundred and Twenty-one departed this life and the said Court by its decree passed in said Chancery Cause No. 2122 on the Thirteenth day of June, in the year Nineteen Hundred and Twenty-one, appointed the said J. Kent H. Jacobs and the said Thomas J. Keating Trustees in the place and stead of the said William McKenney, the said original Trustee now deceased, with full power and authority to execute the aforesaid Trust Created and Engrafted as aforesaid upon the said share or portion of the real and personal estate allotted as aforesaid Annie McK. Jacobs.

Now the condition of the above obligation is such that if the above bounden J. Kent H. Jacobs and Thomas J. Keating do and shall, in accordance with the terms and provisions of the said last Will and Testament of William McKenney, late of Queen Annes County, State of Maryland, deceased, and the Codicils thereto, safely, securely and properly manage the duties of said Trust and do and shall well and faithfully perform and execute the Trust reposed in them by said decree passed as aforesaid on the Thirteenth day of June, in the year Nineteen Hundred and Twenty-one, or that may be repose in them by any future order or decree 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:-

L. PARKER KEATING

J KENT H. JACOBS (SEAL)

THOMAS J. KEATING (SEAL)

Attest:

ROBERT M. GOLDEN

Corporate Seal

"New Amsterdam Casualty Company"

By E PJ

PETITION
Filed July 10, 1930

IN THE MATTER OF THE TRUST CREATED FOR AND ON BEHALF OF ANNIE MCK. JACOBS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

To the Honorable, the Judges of said Court:

The petition of J. Kent Jacobs, one of the Trustees in this cause, respectfully shows unto your Honors:

1. That Thomas J. Keating, the other Trustee in this case, is ill, and his illness will be of uncertain duration.

2. That various matters in connection with this trust estate will need prompt attention from time to time, especially the re-renting of certain farms belonging to the estate and the sale of crops to be harvested within the next few months and payment of various expenses of this trust estate.

3. That your petitioner believes that it will be to the interest and advantage of this trust estate and the parties interested therein, as well as the convenience to himself and the various tenants on the farms belonging to the trust estate, to have this Honorable Court pass an order appointing your petitioner sole trustee in this cause temporarily or until such time as Thomas J.

Keating, Trustee, is able to resume his duties incident hereto.

4. Your petitioner files herewith a report of the income and disbursements from this trust estate since the filing of the last report of income herein on

WHEREFORE your petitioner prays your Honors to pass an order appointing your Petitioner temporary sole trustee in this cause until the further order of this Court with full power and authority to do and perform all matters and things in connection with this trust estate necessary for the proper execution of the trust, to collect all monies due to the trust estate and to make all necessary disbursements for the payment of expenses incident to the conduct of the trust estate by check upon the trust funds signed by your petitioner as sole trustee pro ten, subject in all respects to the direction and guidance of this Honorable Court.

J KENT H. JACOBS
PETITIONER.

Filed July 10, 1930

I, Annie McK. Jacobs, life beneficiary of this trust estate, hereby consent to the passing of an order as prayed in the aforegoing petition.

ANNIE MCK. JACOBS

IN THE MATTER OF THE TRUST CREATED FOR AND ON BEHALF OF ANNIE MCK. JACOBS. | IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY.

Upon the aforegoing petition of J. Kent H. Jacobs, one of the Trustees in this cause, and the assent thereto of Annie McK. Jacobs sole life beneficiary of this trust estate it is this 17th day of July in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, ORDERED that J. Kent H. Jacobs be, and he is hereby appointed temporary sole trustee in this cause until the further order of this court, with full power and authority to do and perform any and all duties incident to the proper execution of the trust subject in all respects to the jurisdiction and order of this Court; and it is further ordered that said J. Kent H. Jacobs shall have authority to make collection of any funds or monies due the trust estate and to make any and all necessary disbursements for the expenses of the trust estate by check signed by himself as sole trustee pro tem upon the funds of this estate; and it is further ordered that before the said J. Kent H. Jacobs undertakes to perform any duties as sole trustee pro tem he shall file with the Clerk of this Court a bond in the penalty of Seven thousand, five hundred dollars ($7500.00) if corporate surety be given and double this amount if personal surety to given, the same to be approved by said Clerk, for the proper execution of the trust hereby reposed in him.

LEWIN W. WICKES

Filed July 18, 1930

CERTIFIED COPY OF BOND
Filed July 18, 1930

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. Kent Jacobs, as principal, and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand five hundred 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 seventeenth day of July, in the year of our Lord one thousand nine hundred and thirty.

WHEREAS the above bounden J. Kent Jacobs by virtue of a decree of the Honorable the Judges of the Circuit Court for Queen Anne's Co. in Equity, has been appointed temporary sole Trustee mantioned in the proceedings in the case of In the Matter of the Trust created for and in behalf of Annie McK. Jacobs, Chancery Cause #2127 now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J. Kent H. Jacobs 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 obligations to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
Thos. J. Keating, Jr.

Attest: E. M. Forman.

Seal's Place.

J. KENT H. JACOBS. (SEAL)
The New Amsterdam Casualty Company , a body corporate.
By McKenney & Price.
Its attorneys in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed July 18th. 1930.

B. Hackett Turner, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. 1, fol. 86, a Bond Record book for Queen Anne's County.

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

Circuit Court Seal

B. HACKETT TURNER
Clerk.

PETITION FOR RESIGNATION
AND ORDER OF COURT
Filed April 28, 1934

IN THE MATTER OF THE TRUST ESTATE OF ANNIE MCK. JACOBS.	)))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The pet tion of Thomas J. Keating, surviving trustee to J. Kent H. Jacobs, deceased, and himself as co-trustees in the above cause for Annie McK. Jacobs, to your Honors respectfully shows:

1. That on June 13th., 1921, your petitioner and one J? Kent H. Jacobs, now deceased, were appointed co-trustees in this estate and cause in the place and stead of William McKenney, late of Queen Anne's County, the original trustee therein, who departed this life on or about the fourth day of June, 1921; and that your petitioner and his said co-trustee duly qualified as directed in the order and decree of their appointment by filing in the cause a bond in the penal sum of twenty thousand dollars with surety, duly approved by the Clerk of this Court, and immediately thereafter entered upon their duties as trustees and they were, by the terms of said decree and order of their appointment, clothed and vested with all the powers and duties of the original trustee, under and in accordance with the terms and provisions of the last will and testament and of the codicils thereto of the testator thereof, one William McKenney, now also deceased, who was the Father of said original trustee, William McKenney, 2nd.

2. That your petitioner and his said co-trustee, J. Kent H. Jacobs, on January 2nd., 1922, filed in this cause, as directed in the order of their appointment, a full and complete report and account of the entire assets, real and personal, then constituting the corpus of their trust estate, and of all gross income receipts therefrom to January 1st., 1922, with the disbursements therefrom to said last mentioned date, as will fully and at length appear by reference to their said Report and Account herein filed as aforesaid and marked "The First Report and Account of J. Kent H. Jacobs and Thomas J. Keating, Trustees, - To January 1st., 1922", and which is requested to be taken as a part of this petition; and your petitioner desires to hereby make known to the Court that the real estate, as mentioned by name in said report and with the then given appraised value of each farm or piece, remains intact and undisposed of except for the sale of a small lot of land from of the "Wakefield Farm", or Parcel No. 37, consisting of about 12 acres thereof sold to J. Wesley Sewell and so reported in this cause on June 4, 1930, by J. Kent Jacobs and the proceeds of said sale, in the amount of $437.50, were by said Jacobs placed on deposit to his credit as trustee pro tem in the Savings Department of The Centreville National Bank of Maryland and, with certain accrued interest thereon, is now represented in a waiver agreement with said Bank to the extent of $240.77 and a balance shown in the Saving's Book #4237, in the amount of $240.77.

3. That the thirty-seven shares of the capital stock of The Centreville National Bank of Maryland which were received by this petitioner and his co-trustee, J. Kent H. Jacobs, and which constituted by far the major part of the personal corpus of the estate, were surrendered and cancelled under order of this Court at the time of the reorganization of said bank, in the month of November, in the year 1933, and the only other personal corpus of the estate which was received consisted of the Liberty Bonds in the amount of five hundred dollars and which bonds were sold and the proceeds thereof disposed of and paid over to the said Annie McK. Jacobs under order of this Court dated March 12th., 1928, and which order is now on file in this cause; and that, hence, there is now no personal corpus and that at present the entire corpus consists of said original real estate except, howerever, the said twelve acres sold from the Wakefield Farm: and that the proceeds of the sale of certain ripe timber was by his said co-trustee sold and the proceeds thereof expended in repairs to buildings and fencing upon said real estate as directed by order of this Court bearing date June 30th., 1930, and now remaining on file therein.

4. That during the early part of the year 1930 your petitioner became too ill in health to give physical attention to the active management to the aforesaid trust estate and on July 17th., 1930, upon the petition of his said co-trustee, this Court passed an order appointing said J. Kent Jacobs temporary sole trustee, and directing him to file a bond in the penal sum of seventy-five Hundred dollars, and authorizing him to collect and disburse the income and funds of the trust estate as trustee pro tem of this estate; and that from the time of the passage of said last mentioned order of Court the said co-trustee, J. Kent H. Jacobs, continued to actively manage the affairs of the trust estate to the date of his death, which occurred in the month of September, in the year 1933; and that since the death of his said co-trustee the entire management of the trust estate has devolved upon your petitioner.

5. That since the death of said J. Kent H. Jacobs, co-trustee in this cause, your petitioner has gone over the books and accounts of the trust

estate and has filed in this cause, on March 17th., 1934, the thirteenth and fourteenth Trustees' Report and Account of income and disbursements in the trust estate up to the time of the death of said co-trustee on September 8th., 1933; and, simultaneously with the filing of this petition, the survuving trustee, your petitioner, is filing a Trustee's Final Report and Account showing the present status and financial condition of this trust estate; and it appears from said reports by said co-trustee, or trustee pro tem, and other proceeding in the cause, that the life beneficiary has made from her personal funds advances to the trust estate for taxes and phosphate to the amount of $2127.34 as per Trustees' Twelfth Report, and to the amount of $740.25 by purchasing phosphate from Jump Hardware Company as per Thirteenth Report, and that she has not as yet been re-imbursed fro such advances except to the extent of $230.00 as will appear by the Trustees Twelfth and Fourteenth Reports, nor has said income been sufficient during the past several years to make such re-imbursement and provide her with any substantial income from the trust estate; and that, in addition to said advances by the life beneficiary, your petitioner is advised there is an indebtedness due and owing by the trust estate as follows:

1.	To - Valliant and Sons for past phosphate (1930 & 1931)	$ 1316.79
2.	To - H.F. Callahan, note - for material and labor for repairs	1309.05
3.	To - H.F. Callahan, account-for material and labor for repairs	54.07
4.	To - McKenney & Price for note for insurance	362.93
5.	To - Wright & Collins for repair materials.	72.31
6.	To - G.L.Jump Hardware Company, note for phosphate (1932)	179.55
7.	To - G.L.Jump Hardware Company,account for material for repairs	195.83
8.	To - Anna Q. Skinner, Treasurer,Queen Anne's County, for account - taxes 1932	1270.40
9.	To - Adkins and Company for materials	36.44
10.	To - The Town of Centreville - water and sewer rent	25.50

6. That your petitioner as surviving trustee has made cash payment for state and county taxes for 1933, and cash payment for fire insurance premiums for the present year, and for all fertilizer used upon the wheat crop seeded upon the farms in the fall of 1933, and has also paid such other expenses as have accrued since the death of his co-trustee, and your petitioner has advised the life beneficiary that it is necessary that the entire income from the trust estate be applied to the payment of the current and accumulated indebtedness and the maturing and current expenses against the trust estate until such time as the estate may again be operated and conducted upon a cash basis; and your petitioner filed in this cause on April 28th., 1934, a detailed Report and Account of all income receipts by him from the trust estate and of all disbursements therefrom to March 1st., 1934, from the date of the death of his co-trustee, and your petitioner files herewith a Final Report and Account of receipts and disbursements of income from March 1st., 1934, to the date of filing this petition. The said last mentioned Report and Account shows a cash balance in the hands of the petitioner which may be applied to the over due State and County taxes heretofore mentioned or to such other purpose as this Court may direct.

7. That for the last several years, and at the present time the procuring of suitable tenants has been and is quite difficult and farming operations and the management of farm property require more time and attention than your petitioner feels able to d vote thereto and, after full and due deliberation, and conference with the life beneficiary and her sole surviving son, your petitioner has concluded to relinquish, from this time on, any and all rights that may now be vested in him or to which he may be entitled as sole surviving co-trustee in this cause, and to finally resign as trustee and surviving trustee in the above entitled cause; and your petitioner has ascertained that the said life beneficiary and her said son desire to recommend the appointment of Charles S. Quimby of Queen Anne's County as a suitable and competent person to manage and conduct this trust estate, and to request that said Charles S. Quimby be appointed and selected by this Court as sole trustee in the cause in the place and stead of and as successor to said Thomas J. Keating and J. Kent H. Jacobs, co-trustees, appointed in this cause under the aforesaid order of June 13th., and in the place and stead of said J. Kent H. Jacobs, trustee pro tem, under the aforesaid order of July 17th., 1930.

WHEREFORE, your petitioner prays your Honors:

A- That an order may be passed by your Honors causing the usual notice to be given, by publication, of the filing of this petition and;

B- That, upon the expiration of the time limited in said notice, your Honors may pass and order releasing and discharging your petitioner from the further execution of his trust and granting unto your petitioner such other and further relief as his case may require.

And as in duty bound and etc.,

THOS. J. KEATING
Petitioner.

To - the Honorable, the Judges of said Court:

The undersigned, Annie McK. Jacobs, sole beneficiary for life of the entire trust estate in the above entitled cause mentioned, hereby does admit the matters and things stated, and as set forth, in the aforegoing petition and that she is fully acquainted with the financial status and condition of the trust estate, and she does hereby consent to the passage of the order prayed for in said petition and makes known to the Court that she has consulted with Charles S. Quimby and she is advised he is ready and willing ro accept the sole conduct of the trust estate under the direction of this Honorable Court.

Test:

WM. MCK? JACOBS

ANNIE MCK. JACOBS

ORDER OF COURT
Filed April 28, 1934

IN THE MATTER OF THE TRUST ESTATE OF ANNIE MCK. JACOBS. | IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

- - - - - - - - - - - - - -

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 28th day of April in the year nineteen hundred and thirty-four, that the petition of Thomas J. Keating, surviving co-trustee to J. Kent H. Jacobs, now deceased, and himself, joint trustees in this cause, praying to be allowed to resign as trustee or surviving trustee in this cause be granted, unless cause to the contrary thereof be shown on or before the second day of June, 1934, provided a copy of this order be published in s me newspaper printed and published in Queen Anne's County once in each of three successive weeks before the twenty first day of May next.

WM. H. ADKINS

COPY OF BOND
Filed June 14, 1934

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of June, in the year 1934, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That Charles W. Quimby, of Queen Anne's County, Maryland, and New Amsterdam Casualty Company, a body corporate of the State of New York duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand and 00/100 dollars, to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents-sealed with our seald and dated this fourteenth day of June, in the year of our Lord one thousand nine hundred and thirty four.

WHEREAS, the above bounden Charles S. Quimby, by virtue of a decree of the The Circuit Court for Queen Annes Co., in Equity, has been appointed Trustee in the place and stead of J. Kent H. Jacobs, deceased trustee and Thos. J. Keating, surviving trustee mentioned in the proceedings entitled "In the matter of the trust estate for and in behalf of Annie McKenney Jacobs now pending in said Court.

Now the Condition of the above obligation is such, that if the above bounden Charles S. Quimby 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 Howare E. Price.

CHARLES S. QUIMBY. (SEAL)
New Amsterdam Casualty Co..
By McKenney & Price.
Attorney in fact.
By Howard E. Price.

Attest: John H. Price.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-

Security approved and Bond filed June 14th. 1934.

B. Hackett Turner, Clerk.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 1, fol. 271 etc. 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 14th. day of June, in the year 1934.

B. HACKETT TURNER Clerk.

ORDER OF COURT
Filed June 18, 1934

IN THE MATTER OF THE TRUST ESTATE OF ANNIE MCK. JACOBS. | IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

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UPON the aforegoing petition of Thomas J. Keating, surviving Trustee, and the assent thereto of Annie McK. Jacobs, cestui qui trust, it is, by the Circuit Court for Queen Anne's County, in Equity, this 4th day of June, in the year nineteen hundred and thirty-four, ADJUSTED, ORDERED and DECREED that said Thomas J. Keating, surviving Trustee, be, and he is, hereby allowed to resign as such Trustee or surviving Trustee, no cause to the contrary thereof having been shown, although notice appeare to have been given as required by the preceding order nisi; and it is further ADJUSTED, ORDERED and DECREED that said Thomas J. Keating be, and he is hereby released and discharged from the further execution of said trust and he shall, upon compliance by Charles S. Quimby, substituted Trustee, with the provisions of this order, surrender and deliver up to the said Charles S. Quimby the real estate comprising the corpus of this trust estate, and shall pay over unto the said Charles S. Quimby the amount of income shown to be on hand by the report filed

with the aforegoing petition.

AND it is further ADJUSTED, ORDERED and DECREED that Charles S. Quimby of Queen Anne's County, Maryland, be, and he is, hereby appointed substituted Trustee in the place and stead of J. Kent H. Jacobs, deceased, co-trustee, and Thomas J. Keating, surviving co-trustee, with full power and authority to conduct and manage this trust estate in accordance with the terms and provisions of the will under which said trust estate was created, subject at all times, nevertheless, to the jurisdiction of this Court; provided, however, that before the said Charles S. Quimby, Trustee, shall evter upon his duties as such Trustee, and before receiving from Thomas J. Keating, resigning Trustee, the funds or property of this trust estate, he shall file in this cause a bond with surety approved by the Clerk of this Court, in the penalty of FIVE THOUSAND dollars if corporate surety be given, and in double this amount if personal surety be given, conditioned for the faithful performance of the trust reposed in him by this order of his appointment, or that may be reposed in him by any future order or decree in the premises.

WM H. ADKINS

Filed June 18th 1934

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Sixteenth day of April, in the year nineteen hundred and Forty, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

William S. Covington, Executor of the last will and testament of Lena Covington, deceased,

vs.

Handy Robinson and Cora Robinson, his wife, Mortgagors

In the Circuit Court for Queen Anne's County,

in Equity.

Cause No. 3243

Mr. A. Sidney Gadd, Jr., Clerk:

Docket suit forhwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers on said Cause a certified copy of the mortgage from Handy Robinson and Cora Robinson, his wife, to Henry S. Covington, dated August 23, 1919, and of the assignment of William S. Covington and Herbert Z. Beaven, Executors of Henry S. Covington, deceased, to Lena Co ington, dated May 26, 1925, said mortgage and assignment being recorded among the Land Records of Queen Anne's County in Liber J.F.R. #2, folio 556, etc.

This suit to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage, under the Power of Sale contained therein, by reason of the default in the payment of the principal mortgage debt named in said mortgage and secured thereby, and of default in the payment of the interest covenanted to be paid upon said principal mortgage debt of the terms of said mortgage at the times respectively therein provided for the payment thereof.

Also file in said Cause the bond of the said William S. Covington, the Certificate of Letters Testamentary to the said William S. Covington, as Executor of the Last Will and Testament of Lena Co eington, deceased, and the certified copy of the petition and order of the Orphans' Court of Baltimore County, authorizing the foreclosure of said mortgage by the said William S. Covington, Executor as aforesaid.

WILLIAM S. COVINGTON
Executor of the Last Will and Testament of Lena Covington, deceased.

JOHN PALMER SMITH
Solicitor for William S. Covington, Executor of Lena Covington, deceased.

CERTIFIED COPY OF MORTGAGE & ASSIGNMENT
Filed April 16, 1940

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#7175 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 the twenty third day of August, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty third day of August, in the year nineteen hundred and nineteen, by Handy Robinson and Cora Robinson, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Handy Robinson has purchased of Henry S. Covington of Queen Anne's County aforesaid, the property hereinafter described and does hereby execute this PURCHASE MONEY mortgage to secure unto the said Henry S. Covington the payment of the balance of said purchase money on said property in the full and just sum of ten thousand dollars ($10,000.00) to be repaid, with interest semi-annually, at six per cent per annum, at the expiration of three (3) years from the date of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said Handy Robinson and Cora Robinson, his wife, do hereby grant and convey unto the said Henry S. Covington, his heirs and assigns, in fee simple, the two following described tracts or parcels of real estate, to wit:

No. 1. All that tract of land or farm called "Wright's Chance", or by whatsoever name or names the same may be called or known, situate, lying and being in the Sixth Election Districr of Queen Anne's County, State of Maryland, on the left of the public road leading from Centreville to Hope/and on the right of the public road leading from the said last mentioned public road at the Tanyard branch to the Brick School House, and containing one hundred and forty seven acres and two roods of land, more or less.

No. 2. All that lot or parcel of woodland situate, lying and being in the Third ElectionDistrict of Queen Anne's County aforesaid, called "Today", "Story's Lot", "White Marsh", "White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House lot and other lands, being that part or parcel of land conveyed unto Edwin H. Brown by Thomas J. Keating, et al., Trustees, by deed bearing date the 18th. day of June, 1892 and recorded among the land record books of Queen Anne's County aforesaid in Liber W.D. No. 7, folio 195 etc. which lies on the left of the public road leading from the Centreville-Church Hill road by said Brick School to the Ashland Station, the said lot or parcel of woodland hereby granted and conveyed containing thirty eight acres of land, more or less. The said two tracts or parcels of land above described and hereby granted and conveyed, are the same and all the lands conveyed unto the said Henry S. Covington by Christopher Weedman and Rebecca

C. Weedman, his wife, by deed bearing date the 29th. day of February, 1916, and recorded in Liber W.F.W. No. 8, folio 429 etc. a land record book for Queen Anne's County aforesaid, to which said deed and the references therein contained, reference is hereby made for a more particular and complete description of the said two tracts of land hereby granted and conveyed, and which is the same and all the land conveyed unto Handy Robinson and Henry S. Covington and Lena Covington, his wife, by deed bearing date even with the date of this mortgage and which said deed is to be recorded immediately preceeding the recording of this mortgage.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Henry S. Covington, his heirs and assigns forever.

PROVIDED, that if the said Handy Robinson, his heirs, personal reprenentatives or assings, shall well and truly pay or cause to be paid the aforesaid sum of Ten Thousand ($10,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. AND it is agreed that, until default be made in the premises, the mortgagors shall possess theaforesaid property upon paying in the meantime all taxes, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Handy Robinson, for himself, his for heirs personal representatives and assigns does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Henry S. Covington, his personal representatives or assigns, or J. Frank Harper, their Attorney or Agent, at any time after such default, to sell the property hereby mortgage or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or heir heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms, in some newspaper printed in Queen Anne's County, and such other notice as by the said mortgagee, his personal representatives or assigns, may deem expedient; and in event of a sale of sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply, First, to the payment of all expenses incident to such sale including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgage his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same. AND the said mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, which said expenses, costs and commission the said mortgagor for himself, his heirs, personal representatives and assigns does her by covenant to pay, and the said mortgagee, his personal representatives and assigns does hereby covenant to pay, and the said mortgagee, his persenal representatives or assigns, or J. Frank Harper, 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal costs, expenses and commission. AND the said Handy Robinson, for himself, his personal reprenentatives and assigns, does further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the insurable value, 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 thesaid mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagee, his personal representatives and assigns.

Witness the hands and seals of the said mortgagors, the day and year above written.

Test: Robert Coursey

Handy Robinson (SEAL)

Cora Robinson (SEAL)

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

I hereby certify that on this twenty third day of August, in the year nineteen hundred and nineteen, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Handy Robinson and Cora Robinson, his wife, the mortgagors named in the aforegoing mortgage and did each acknowledged the aforegoing mortgage to be their act. At the same time also appeared Henry S. Covington, 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.

Robert Coursey
Justice of the Peace.

Queen Annes County, to wit: Be it remembered that on the twenty Sixth day of May in the year Nineteen Hundred and twenty five, the following Assignment was brought to be recorded, to wit:

We, William S. Covington and Herbert Z. Beaven, Executors of the last will and testament of Henry S. Covington, deceased, in pursuance of the order of the Orphans' Court of Queen Annes County passed on the 26th day of May, 1925, in the matter of the administration of the Estate of Henry S. Covington, deceased, do hereby transfer and assign the within and aforegoing mortgage, to the extent of the balance of the principal mortgage indebtedness due thereunder, to wit: Eight thousand Dollars ($8000.00) to Lena Covington, with interest thereon from the 23rd day of February 1925, the said mortgage having been distrubuted to the said Lena Covington in the First and Final Administration account and distribution of the Estate of said Henry S. Covington, deceased, filed in and ratified by said Orphans Court of Queen Anne's County on the said 26th day of May inieteen hundred and twenty five.

Witness our hands and seals this 26th day of May, 1925.

William S. Covington (SEAL)

Test: Wm. R. Horney

Herbert Z. Beaven (SEAL)
Executors of Henry S. Covington, deceased

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

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 2, folios 556, etc., a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF I have hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this Sixteenth day of April, in the year nineteen hundred and forty.

A. SYDNEY GADD JR Clerk

COPY OF BOND
Filed April 16, 1940

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Sixteenth day of April, in the year Nineteen Hundred and forty, the following Bond was filed for record to wit

Chancery #3243

Know All Men By These Presents, that we, William S. Covington, of Wilmington, Dellaware, as Executor of the last will and testament of Lena Covington, deceased, and as Executor of the Personal Estate of Lena Covington, deceased, as principal, and Charles S. Quimby, and J. Elmer Anthony, of Queen Anne's County, State of Maryland, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars ($500.00), 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 heits, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed, with our seals and dated this sixteenth day of April, in the year nineteen hundred and forty.

Whereas, the above bounden, William S. Covington, Executor of the last will and testament of Lena Covington, deceased, and as Executor of the Personal estate of Lena Covington, deceased, by virtue of the power of sale contained in a mortgage from Handy Robinson and Cora Robinson, his wife, to Henry S. Covington, and by mesne assignments held by Lena Covington, said mortgage being dated August 23-rd, 1919, and said assignment being dated May 26, 1925, said mortgage and assignment being recorded among the land records of Queen Anne's County in Liber J.F.R. #2, folio 556, etc., is about to sell a portion of the land and premises described in said mortgage (being the 28 acre of woodland) default having been made in the payment of the money as specified, and the interest, and in the covenants and conditions contained therein.

Now, therefore, the condition of this Obligation is such, that if theabove bounden, William S. Covington, Executor of the Last Will and testament of Lena Covington, deceased, and Executor of the Personal Estate of Lena Covington, deceased, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and filfull any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, of 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,

John Palmer Smith,

John Palmer Smith ,

William S. Covington, (SEAL)
Executor of the Last Will and testament of Lena Covington, deceased.

Charles S. Quimby, (SEAL)

J. Elmer Anthony, (SEAL)

On the back of the aforegoing Bond was this endorsement, to wit:

Filed April 16, 1940 and security approved.

A. SYDNEY GADD, JR. Clerk

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

I hereby certify, that the aforegoing is truly taken and copied from Liber W.H.C. No. 1, folio 152, a Bond record Book for Queen Annes County,

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County, this 16th day of April 1940.

Circuit Court Seal

A SYDNEY GADD, JR. Clerk

CERTIFICATE OF LETTERS OF ADMINISTRATION
Filed April 16, 1940

(CERTIFICATE)

THE STATE OF MARYLAND

BALTIMORE COUNTY, SCT.:

The subscriber, REGISTER OF WILLS FOR BALTIMORE COUNTY, doth hereby certify that it appears by the Records in his office that Letters of Administration of all the Goods, chattels and credits of Lena Covington deceased, were on the 26th day of Febtuary in the year of our Lord one thousand nine hundred and forty granted and committed unto William S. Covington the Executor by the Last Will and Testestament of the said deceased appointed.

Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office this 28th day of March in the year of our Lord nineteen hundred and forty

TEST: JOS. P. CONNOR
Register of Wills for Baltimore County

CERTIFIED COPY OF PETITION AND ORDER OF COURT
Filed April 16, 1940

In the Matter of the Administration of the Personal Estate of Lena Covington, Deceased.

In the Orphans' Court of Baltimore County

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William S. Covington, Executor of the estate of Lena Covington, deceased:

That among the assets of this estate is a certain mortgage given by one Handy Robinson and Cora Robinson, his wife, to Henry S. Covington, bearing date of August 23, 1919, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. #2, folio 556, etc., and which mortgage was assigned by the Executors of the estate of Henry S. Covington to Lena Covington on May 26, 1925, said mortgage covering real estate located in Queen Anne's County, Maryland.

That the real estate now subject to the lien of said mortgage is a tract of wood land containing thirty-eight (38) acres of land, more or less, and your Executor is advised that said property will bring approximately Three Hundred Dollars ($300.00) and your executor prays this Court to grant him leave and authority to exercise the Power of Sale contained in said Mortgage by advertising said property at public auction under foreclosure proceedings to be instituted in the Circuit Court for Queen Anne's County, Maryland, in Equity.

William S. Covington,
Executor of Lena Covington.

John Palmer Smith.
John Palmer Smith
Centreville, Maryland
Attorney for Executor

In the Matter of the Administration of the Personal Estate of Lena Covington, Deceased

In the Orphans' Court of Baltimore County

. . . . . .

ORDER OF COURT

On application of William S. Covington, Executor of the estate of Lena Covington, deceased, IT IS ORDERED BY THE ORPHANS' COURT OF BALTIMORE COUNTY this 12th day of April, 1940, that the said William S. Covington be and he is hereby authorized and empowered to exercise the Power of Sale contained in the mortgage from Handy Robinson and Cora Robinson, his wife, to Henry S. Covington and by mesne assignments held by Lena Covington, said mortgage being dated August 23, 1919, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. #2, folio 556, etc.,

said mortgage being now a lien on a tract of woodland containing thirty-eight (38) acres, the said Executor to take the usual proceeding of foreclosure in the Circuit Court for Queen Anne's County, in Equity, and to give the usual terms of sale or such as he may deem most advisable.

AND IT IS FURTHER ORDERED that William S. Covington render a full and particular account for the sale of said property in his proceedings, relative to such sale immediately thereafter to this Court.

George A.Gegner,

Gilbert G. Miller,
Judges of the Orphans' Court of
Baltimore County.

IN TESTIMONY that the aforegoing is a true copy taken from Original filed and of record in the office of the Register of Wills for Baltimore County, I hereunto subscribe my name and affix the seal of my office this 12th day of April in the year of our Lord nineteen hundred and Forty.

Court

Seal

Test:
JOS. P. CONNOR
Register of Wills for Baltimore County

CERTIFIED COPY OF
DEED OF RELEASE
Filed April 16, 1940

::::::::::::::::::::::::::::::::::::
#12,834. 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 the 11th. day of January, in the year nineteen hundred and twenty-eight, the following Deed of Release was brought to be recorded, to wit:-

THIS DEED OF RELEASE, made this eleventh day of January, in the year nineteen hundred and twenty eight, between Lena Covington of Queen Anne's County State of Maryland, assignee of the mortgage hereinafter mantioned, party of the first part, and Handy Robinson, of the same place, party of the second part;

WHEREAS the said Handy Robinson, by a mortgage dated August 23, 1919, and now recorded in Liber J.F.R. No. 2, fol. 556, a land record book of said county, made to secure the payment of the debt therein specified, did convey unto one Henry S. Covington the land hereinafter described, inter alios, that is to say:

All that lot of woodland situate in the Third Election District of Queen Anne's County, State of Maryland, called or known as "Today","Story's Lot", "Whitemarsh", "Whitemarsh Sffiy on", "Cork House", and "Discovery", adjoining the lot of land called "The Brick School House Lot", and containing 38 acres of land, more or less, and being all that part of the land described in the deed from Thomas J. Keating et al., trustees, to Edwin H. Brown, dated June 18, 1892, and recorded in Liber W.D. No. 7, fol. 195, which lies on the left side of the public road leading from the Centreville-Church Hill road to the said Brick School House lot and to Yayden, formerly Ashland, Station on the railroad.

WHEREAS, the said mortgage was duly assigned by assignment duly recorded at foot of the record of said mortgage in said Liber by the executors of the said Henry S. Covington for the amount then remaining unpaid thereon; unto said Lena Covington;

WHEREAS, the amount now due by said mortgage is the principal debt sum of seventy five hundred dollars and certain interest; and

WHEREAS the said Lena Covington, at request of said Handy Robinson has agreed to accept from him the sum of one thousand dollars, as a partial payment of the amount now due by said mortgage as of the day of the date hereof and upon the payment thereof to release from the lien of said mortgage the timber and trees hereinafter mentioned; and

WHEREAS, the said Handy Robinson has paid said sum of one thousamd dollars unto the said Lena Covington who has applied the same to the payment of the debt now due by said morrgage as a payment of the day of the date hereof.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESS: that the said Lena Covington, for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged does hereby grant, bargain, sell, release and remise unto the said Handy Robinson, his heirs, executors, administrators and assigns, all the timber and trees of every kind and variety and and of every size whatsoever, without regard to any measurement whatsoever, together with every part thereof, standing, growing and being on the land above described.

AND for the consideration aforesaid the said Lena Covington does hereby grant unto the said Handy Robinson, his heirs, executors, administrators and assigns, full and free liberty, license and authority to sever said timber and trees from said land and to move the same, to the intent that the said tender and every part may be discharged from the lien of said mortgage and that the land containing said timber and trees may be also discharged from the lien of said mortgage so far as necessary for the severance and removal of said tender and trees but to no further extent whatsoever; and to the further intent that that the said land containing said timber and trees and the other land in said mortgage specified may remain unto the said Lena Covington, her executors, administrators and assigns as hereto

and in the same manner and as fully and effectually as if this partial release had never been executed.

IN WITNESS WHEREOF, the said Lena Covington does hereunto affix her name and seal day and year first above mentioned.

Test: Lida Hopkins Lena Covington (SEAL)

State of Maryland, Queen Anne's County, SCT:

I hereby certify that on this eleventh day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Lena Covington, above named, and she did acknowledge the aforegoing deed of release to be act.

In testimony whereof I hereunto affix my name and seal official day and year above written.

Notary public Seal.

Lida Hopkins
Notary Public.

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

I hereby certify that the afore oing is truly taken and copied from Liber B.H.T. No. 17, folios 438, etc., a Land 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 sixteenth day of April, in the year nineteen hundred and forty.

A. SYDNEY GADD, JR. Clerk

CERTIFIED COPY OF DEED OF RELEASE
Filed April 16, 1940

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#18,460. 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 the Nineteenth day of August, in the year nineteen hundred and thirty seven, the following Deed of Partial Release was brought to be recorded, to wit:

THIS DEED OF PARTIAL RELEASE, made this 30th day of July, in the year nineteen hundred and thirty-seven, by Lena Covington, widowlady, of the City of Baltimote, State of Maryland;

WITNESSETH, That, in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Lena Covington does hereby remise, release and discharge the premises hereinafter particularly described from the lien of a certain mortgage executed by Handy Robinson and Cora Robbinson, his wife, to Henry S. Covington, dated the 23rd day of August, 1918, and recorded among the land record books of Queen Anne's County in Liber J.F.R. #2, folio 556, etc., and which said mortgage, was, on the 26th day of May, 1925, duly assigned to the said Lena Covington as will fully appear at the foot of said recorded mortgage.

Said above mentioned premises being all that farm situate in the Sixth Election District of Queen Anne's County, Maryland, and particularly described as follows, to wit: ALL that tract, parts of tracts, or parcels of land or Farm, situate, lying and being in the Sixth El ction Districr of Queen Anne's County, Maryland, on the left (and a small portion thereof on the right)side of the public road leading from Centreville to Hope, and on the right of the public road leading from the last mentioned road at the Tanyard Branch to the Brick School House, and containing one hundred and forty-seven Acres and two roods (147 Acres, 2 roods) of land, more or less; and being the same land described in the deed from Henry S.Covington to Handy Robinson as Parcel No. 1, said deed bearing date August 23rd, 1919, and recorded in Liber J.F.R. #2, folio 555; and being the same land described in the deed from Handy Robinson and others to Lena Covington, said deed bearing date October 6th, 1913, and recorded in Liber B.H.T. #13, folio 444, etc.

IT IS HEREBY EXPRESSLY UNDERSTOOD that this Rlease shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises hereinabove particularly described.

Witness my hand and seal the day and year first above written.

TEST:- D. BENTON GROTHAUS JR. LENA COVINGTON (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of July, nineteen hundred and thirty-seven, before the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Lena Covington, and acknowledged the aforegoing Deed of Partial Release to be her act and deed.

Witness my hand and Notarial Seal.

D. BENTON GROTHAUS JR.
Notary Public.

Notary
Public
Seal

My commission expires: May 1,1939

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

I hereby certify that the aforegoing is truly taken and copied from Liber W.H.C. No. 5A, folio 292, a Land Record Book for Queen Anne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I have hereunto subscribe my namd and affix the seal of the Circuit Court for Queen Anne's County this Sixteenth day of April, in the year nineteen hundred and forty.

A. SYDNEY GADD, JR. Clerk

REPORT OF SALE
Filed May 28, 1940

William S. Covington, Executor of the Last Will and Testament of Lena Covington, deceased,

vs.

Handy Robinson and Cora Robinson, his wife,
Mortgagors

In the Circuit Court for Queen Anne's County,

in Equity.

Cause No. 3243

. . . . . .

To the Honorable, the Judges of said Court:

The Report of William S. Covington, Executor of the Last Will and Testament of Lena Covington, deceased, assignee of the mortgage from Handy Robinson and Cora Robinson, his wife, to Henry S. Covington, which mortgage is dated August 23, 1919, and of record among the land records of Queen Anne's County in Liber J.F.R. #2, folio 556., default having occurred in the terms of said mortgage, the said William S. Covington, executor and assignee as aforesaid, by virtue of the Power of Sale contained in the above described mortgage after giving bond as security, approved by the Clerk of this Court for the faithful performance and discharge of the trust reposed in him under said mortgage, and after giving 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 twenty days before the day of sale, to wit, for four successive weeks begining on the 18th day of April, 1940, and ending on the 9th day of May, 1940, as per Certificate filed herewith, and as provided in said mortgage, did, pursuant to said notice and advertisement, attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, on Tuesday, May 14th, 1940, beginning at the hour of two o'clock P.M., E.S.T., and did then and there proceed to make sale of the real estate described in said advertisement and mortgage, to wit:

All that lot or parcel of woodland situate, lying and being in the Third Election District of Queen Anne's County, Maryland, called "Today", "Story's Lot", "White Marsh", "White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House Lot and other lands, which lies on the left of the public road leading from the Centreville-Church Hill road by said Brick School House to Ashland Station, the said lot or parcel of woodland containing thirty-eight (38) acres of land, more or less, and sold the same to Charles S. QUIMBY, of Centreville, Queen Anne's County, Maryland, who was then and there the highest bidder therefor at and for the sum of One Hundred and Twenty-five Dollars ($125.00).

The terms of sale have been complied with by the purchaser.

Certificate of Queen Anne's Record-Observer.

Certificate of J. Elmer Anthony.

JOHN PALMER SMITH
Solicitor forVendor.

WILLIAM S. COVINGTON
William S. Covington, Executor of the Last Will and Testament of Lena Covington, Vendor.

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:

I hereby certify, that on this 27th day of May,1940, before the subscriber, a Notary Public for the State of Delaware, in and for New Castle County, personally appeared William S. Covington, Executor of the Last Will and Testament of Lena Covington, Vendor, the party making the above mentioned and enclosed Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale to be true and correct as therein stated to best of his knowledge and belief, and that the sale was fairly made.

Notary
Public
Seal

WILLARD B. McCONNELL
Notary Public
My commission expires: Jan. 3, 1942

Centreville, Maryland

May 24, 1940.

I hereby certify, that I did offer for public sale on June 14,

1940, in front of the Court House Door in Centreville, Queen Anne's County, Maryland, beginning at the hour of two o'clock P.M., E.S.T., the property described in this Report of Sale, and sold the same unto Charles S. Quimby, at and for the sum of One Hundred and Twenty-five Dollars ($125.00), he there and then the highest bidder therefor.

J. ELMER ANTHONY
Auctioneer.

ORDER NISI
Filed May 28, 1940

PUBLIC SALE
OF VALUABLE
WOODLAND

NEAR CENTREVILLE

By virtue of Power of Sale contained in a mortgage to Henry S. Covington from Handy Robinson and Cora Robinson, his wife, dated August 23, 1919, and recorded among the land records of Queen Anne's County in J.F.R. No. 2, folio 556, etc., and by the executors of Henry S. Covington on May 26, 1925, by assignment of said date duly recorded at the foot of said mortgage, duly assigned unto Lena Covington, the undersigned, William S. Covington, as Executor of said Lena Covington, now deceased, in execution of said Power of Sale in said mortgage, default having occurred in the covenants and conditions thereof, will sell at public auction to the highest bidder in front of the Court House door, at Centreville, Queen Anne's County, Maryland, on

TUESDAY, MAY 14th, 1940,

beginning at the hour of 2 P.M., the following described property. -

ALL that lot or parcel of woodland situate, lying and being in the Third Election District of Queen Anne's County, Maryland, called "Today", "Story's Lot", "White Marsh", "White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House Lot and other lands, which lies on the left of the public road leading from the Centreville-Church Hill road by said Brick School House to Ashland Sta ion, the said lot or parcel of woodland containing thirty-eight (38) acres of land, more or less.

TERMS OF SALE: One-half cash day of sale, balance in sixty days of sale on note endorsed agreeably to the undersigned, or all cash on day of sale at option of purchaser, Title papers, stamps at expense of purchaser.

WILLIAM S. COVINGTON,
Executor of Lena Covington,
Deceased, Assignee of Mortgage.

John Palmer Smith,
Solicitor for Executor
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 24, 1940

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale in the dase of Lena S. Covington, deceased a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper on the 18th day of April, 1940, being more than 20 days before the 14th day of May 1940.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By ROY H. WILSON

NISI
Filed May 28, 1940

NISI

William S. Covington, Executor of the Last Will and Testament of Laura Covington, deceased.	)	In the Circuit Court
	)	for Queen Anne's County
VS.	)	In Equity
Handy Robinson and Cora Robinson, his wife, Mortgagors.	)	Chancery No. 3243

ORDERED, This 28th day of May A.D., 1940, that thesale of the real estate made and reported in this cause by William S. Covington, Executor of the Last Will and Testament of Laura Covington, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of July

next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of June next.

The Report states the amount of sales to be $1250.00

A. SYDNEY GADD, JR. Clerk

Filed May 28th 1940

EXCEPTIONS AND ORDER
Filed July 30, 1940

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

William S. Covington, Executor of the Last Will and Testament of Lena Covington, Deceased, #

VS. # # 3243

Handy Robinson and Cora Robinson, his wife.

Mr. A.S. Gadd, Jr., Clerk:

Kindly file attached Exceptions, make certified copy of Deed from Handy Robinson and Cora A. Robinson, his wife, to Melvin H. and Fred A. Robinson, dated April 20th, 1926, and recorded in Liber B.H.T. No. 5, folios 183 & etc. mark the same "Exceptat's Exhibit No. 1" and file in this cause, also make a certified copy of Deed from Handy Robinson and Cora A. Robinson, Melvin H. Robinson and Fred A. Robinson, dated October 6th., 1931, and recorded in Liber B.H.T. No. 13, folios 444 & etc., and mark the same "Exceptant's Exhibit No. 2" and file in this cause, enter my appearance for Handy Robinson.

RICHARD T. EARLE
Attorney for Handy Robinson.

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

William S. Covington, Executor of Lena Covington, deceased. #
vs. # Cause No. 3243
Handy Robinson and Cora Robinson, his wife. #

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Handy Robinson does hereby file his exceptions to the sale of real estate made in this cause and the report of sale thereof, dated filed May 28th, 1940, by William S.Covington, Executor of the Last Will and Testament of Lena Covington, deceased, and for reasons for said exceptions, says:

1. That your exceptant together with Cora A. Robinson, his wife, are the mortgagors in the mortgage attempting to be foreclosed in this cause the said Cora A. Robinson joining in said mortgage simply to include her incoherent right of dower in said mortgage.

2. That by inspection of said mortgage the lands mortgaged are divisible into two separate tracts, one of 147 acres and 2 roods of land, more or less, and one of 38 acres of woodland, more or less; that your exceptant and his wife, conveyed tract No. 1, to Melvin H. and Fred A. Robinson, by deed dated the 20th day of April, 1926, subject to said mortgage filed herein, a Certified copy of which deed is filed herein marked "Exceptant's Exhibit No. 1" and prayed to be taken as a part hereof;that the said Melvin H. Robinson, Frec A. Robinson, CoraA. Robinson and your exceptant then by deed dated October 6th., 1931, a certified copy of which is filed herewith and prayed to be taken as a part hereof, marked "Exceptant's Exhibit No. 2" conveyed the aforesaid parcel of land designated as Tract No. 1, to Lena Covington, who at that time was the holder of said mortgage by assignment.

3. That the recitals in said last mentioned deed is that the mortgagors are indebted unto Lena Covington, under the aforesaid mortgage, in the sum of $6,939.84 and in satisfaction of said mortgage indebtedness and in order to avoid foreclosure that the said deed was given; that said deed was accepted by the assignee of said mortgage and recorded, and your exceptant alleges that by the assignee of said mortgage accepting said deed that thereby all mortgage indebtedness remaining, if any, was thereby cancelled.

4. The Deed of Release filed in this cause dated 11th day of January, 1928, purports to release all timber from tract No. 2, but to retain said mortgage lien against the land known as tract No. 2, for a consideration set forth of $1,000.00, said deed does not set forth any time in which thegrantee shall remove said timber and your exceptant claims that he has not removed all the timber that was at that time standing; and your exceptant further alleges that allrights covered by said partial release were enlarged by the deed aforesaid to Lena Covington of a later date and which distinctly conveys tract No. 1, in consideration of the mortgage indebtedness due as of that date.

5. The paper writing filed in this cause purporting to be a partial release of the aforesaid mortgage attempted to be foreclosed in this cause, releasing Tract No. 1, has no bearing on any rights that your exceptant's has in this cause, as it

was not given to your exceptant or to any one named in said released, was done without the knowledge and consent of your exceptant and is simply surplusage.

6. Your exceptant relying upon the receitals in his deed to Lena Covington alleges that by money paid and land granted and conveyed that the mortgage indebtedness purporting to be owing under the mortgage attempting to be foreclosed in this cause has been paid in full and that there is no mortgage debt to support the mortgage lien., nor has any interest thereon or principal been requested.

7. That there is no statement of the mortgage debt filed in this cause and your exceptant can not file a more definite statement in rebutal thereof than he has receited herein.

8. And for other good and valid reasons to be shown at the hearing of these exceptions.

Wherefore your exceptant prays that this Honorable Court will not by its Order ratify and confirm the sale of the real estate made and reported in this cause and that your Honors may pass an order in this cause declaring said mortgage to be fully paid and satisfied and that the property of your exceptant's be declared free and discharged from the operation of the mortgage lien attempted to be foreclosed herein.

Respectfully submitted.

HANDY ROBINSON
Exceptant

RICHARD T. EARLE
Atty. for Exceptant

EXCEPTANT EXHIBIT No. 1
Filed July 30, 1940

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#11,865. 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 the 21st. day of April, in the year nineteen hundred and twenty six, the following Deed was brought to be recorded, to wit:

THIS DEED, Made this 20th. day of April, in the year nineteen hundred and twenty Six, by Handy Robinson and Cora A. Robinson, his wife of Queen Anne's County, in the State of Maryland,

WITNESSETH That, in consideration of the sum of Five Dollars, and divers other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Handy Robinson and Cora A. Robinson, his wife, do grant and convey unto Melvin H. Robinson and Fred A. Robinson, of said Queen Anne's County, in the said State of Maryland, in fee simple, as Tenants in Common, All those Tracts, parts of Tracts, Parcels of Land, of Farms, situate, lying and being in the Sixth Election District and in the Third Election District of Queen Anne's County, in the State of Maryland, respectively, and described as follows, to Wit:

FIRSTLY, ALL That Farm or Tract of Land, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left of the public road, leading from Centreville to Hope and on the right of the public road leading from the last mentioned road at the Tannyard Branch to the Brick School House, and containing 147 acres and 2 roods of land more or less, and is the same land as that described in the Deed from Harry S. Covington and Lena Covington, his wife, to the said Handy Robinson, dated August, 23rd. 1919 and recorded in Liber J.F.R. No. 2 folios 555 etc., one of the Land Record Books for Queen Anne's County, Maryland, saving and excepting Parcel No. 2, described therein, as the Woodland, near the Brick School House, containing 38 Acres of Land, more or less, which is not intended to be conveyed in this Deed.

SECONDLY, All that Farm, or Tract of Land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland commonly called and known by the name of "The Palmer Farm" on the right of the public road from Carville Station to the Centreville Ruthsburg public road, and also all that part of the said farm on the left side of the aforesaid road as far down as the "Jim Hollis Lot", adjoing the land of Sudler C. Tolson, and fully described in the Deed from J.H.C. Legg and wife to the said Handy Robinson, dated Aug. 14th. 1918, and recorded in Liber J.F.R. NO. 1 folios 180 etc., A Land Record Book for Queen Anne's County, Maryland, and therein described as containing 428 acres, 2 roods and 8 perches of land, more or less but this Deed is not intended to convey the whole farm, but only that portion above described, let the quantity of land be what it may.

TOGETHER with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to to the same belonging or in any wise appertaining.

AND the said Handy Robinson and Cora A. Robinson, his wife, covenant that they will warrant specially the property hereby convey d, and that they will execute such further assurances of title thereto as may be requisite necessary.

WITNESS THEIR HANDS AND SEALS.

Handy Robinson (SEAL)

TEST: Cora A. Robinson (SEAL)

----- Robert Coursey

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 20th. day of April, in the year, nineteen hundred and twenty six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Handy Robinson and Cora A.Robinson, his wife, and did each acknowledge the aforegoing Deed to be their respective act and Deed.

ROBERT COURSEY
Justice of the Peace.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 5, folios 183, etc., a Land 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 Thirtieth day of July, in the year nineteen hundred and forty.

A SYDNEY GADD JR Clerk

EXCEPTANT EXHIBIT NO. 2
Filed July 30, 1940

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#15,194. 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 the Sixth day of October, in the year nineteen hundred and thirty-one, the following Deed was brought to be recorded, to wit:-

THIS DEED,Made, this Sixth day of October, in the yearn nineteen hundred and thirty one, by Handy Robinson and Cora A. Robinson, his wife, Melvin H. Robinson, single man, and Fred A. Robinson, single man, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS the said Handy Robinson and Cora A. Robinson, his wife, are indebted unto Lena Covington (widow of the late Harry S. Covington) under the Mortgage from the said Handy Robinson and Cora A. Robinson, to the Late Harry S. Covington, in the full and just sum of Six Thousand Nine Hundred and Thirty-Nine Dollars, and Eighty Four Cents, being the balance due on the Mortgage from the said Handy Robinson and Cora A. Robinson, his wife, to the Late Harry S. Covington, said Mortgage bearing date the Twenty Third day of August, in the year nineteen hundred and nineteen, and Recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J.F.R. No. 2 folios 556 etc., and which said Mortgage is now held by assignment authorized by the Orphan's Court for Queen Anne's County, Maryland, by Lena Covington;

AND, WHEREAS the said Handy Robinson and Cora A. Robinson, his wife, did by Deed dated April 20th. 1926, convey the said land described in the aforesaid Mortgage as Parcel or Tract No. 1, unto Melvin H. Robinson and Fred A. Robinson, of said Queen Anne's County, Maryland, as tenants in common subjcet to the aforesaid Mortgage.

AND, WHEREAS the said Handy Robinson and Cora A. Robinson, his wife, and the said Melvin H. Robinson and Fred A. Robinson, have not been able to pay the aaid Mortgage and the interest thereon, as set out in a paper writing Recorded in Liber B.H.T. NO. 10, folios 246 etc.,

AND, WHEREAS, the said Handy Robinson and Cora A. Robinson, his wife, and Melvin H. Robinson and Fred A. Robinson, desiring to save the said Lena Covington, the costs of foreclosing the aforesaid Mortgage, as well as themselves, do hereby grant and convey unto the said Lena Covington, of said Queen Anne's County, Maryland, the hereinafter described land in Consideration of the amount due by them to the said Lena Covington under the terms of the aforesaid Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of Six Thousand Nine Hundred and Thirty Nine Dollars and Eighty Four Cents being the amount due under the Mortgage from the said Handy Robinson and Cora A. Robinson, To the late Harry S. Covington, now held by his widow Lena Covington, recorded in Liber J.F.R. NO. 2 pages 556 A Land Record Book for Queen Anne's County, Maryland, the said Handy Robinson, and Cora A. Robinson, his wife, Melvin A. Robinson and Fred A. Robinson, do hereby grant and convey all of their reight, title, interest and estate in and to and out of ALL That Tract, Parts of Tracts, or Parcels of Land or Farm, situate in the 6th. Election District of Queen Anne's County, in the State of Maryla d, and described, as follows, To Wit: All that Farm or Tract of Land, situate, lying and being, in the Sixth Election District of Queen Anne's County, State of Maryland, on the left of thepublic road leading from Centreville to Hope, and on the right of the public road leading from the Last mentioned road at the Tanyard Branch to the Brick School, House, and containing 147 Acres and 2 Roods of Land more or less, and being the same land as that described in the Deed from Harry S. Covington and lena Covington, his wife, to the said Handy Robinson, and in the Mortgage from Handy Robinson and Cora A. Robinson, his wife, to the said Harry S. Covington, dated August 23rd. 1919, and recorded in Liber J.F.R. NO. 2 folios 555-556 etc., One of the Land Record Books for Queen Anne's County, Maryland; and also The Firstly described Parcel of Land in the Deed from Hndy Robinson and Wife to the said Melvin H. Robinson and Fred A. Robinson, dated August 20th. 1926, and Recordee in Liber B.H.T. No. 5 folios 183, A Land Record Book for Queen Anne's County, Maryland, and being the Firstly described Parcel of land in the last mentioned Deed, to all of which Deeds and Mortgages especial reference is hereby made for an accurate description of the Land hereintended to be conveyed.

TOGETHER with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said Handy Robinson and Cora A. Robinson, his wife, Melvin H. Robinson, and Fred A. Robinson, do hereby covenant that they will sarrant specially the property hereby conveyed, and that they will execute such other and further assurances of title thereto as may now of hereafter become requisite or necessary.

WITNESS THEIR HANDS AND SEALS.

HANDY ROBINSON (SEAL)

CORA A. ROBINSON (SEAL)

MELVIN H. ROBINSON (SEAL)

FRED A. ROBINSON (SEAL)

WITNESS:

EDWARD O. WILLIS

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

I hereby certify tbat on this Sixth day of October, in the year, nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly and legally commissioned and qualified, personally appeared Handy Robinson and Cora A. Robinson, his wife, Melvin H. Robinson and Fred A. Robinson, and did each acknowledge the aforegoing Deed to be their respective act and Deed. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

EDWARD O. WILLIS
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 B.H.T. No. 13, folios 444, etc., a Land 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 Thirtieth day of July, in the year nineteen hundred and forty.

A. SYDNEY GADD, JR. Clerk

ORDER DISMISSING
EXCEPTIONS TO SALE
Filed Aug. 21, 1942

William S. Covington, Executor of the last Will and Testament of Lena Co ington, dec'd. Vs. Handy Robinson and Cora Robinson, his wife.	#	In the Circuit Court for Queen Anne's County in Equity Cause No. 3243

Mr. A.S.Gadd, Jr., Clerk:

Please enter upon the docket that exceptions heretofore filed to the sale made in this cause, are hereby dismissed.

HANDY ROBINSON

RICHARD T. EARLE
Atty. for Handy Robinson

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed March 20, 1943

NISI

WILLIAM S. COVINGTON, Executor of the Last Will and Testament of LAURA COVINGTON, deceased

vs.

HANDY ROBINSON, and CORA ROBINSON, HIS WIFE, Mortgagors.

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

Chancery No. 3243

ORDERED, This 28th day of May A.D., 1940, that the sale of the real estate made and reported in this cause by William S. Covington, Executor of the Last Will and Testament of Laura Covington, be ratified and confirmed, unless cause to the contray thereof be shown on or before the 30th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of June next.

The Report states the amount of sales to be $125.00.

A. SYDNEY GADD, JR. Clerk

True Copy-
Test:

A. SYDNEY GADD, JR. Clerk

Filed May 28th, 1940

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 20, 1942

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certified that the Order Nisi in the case of William S. Covington vs. Handy Robinson and Cora Robinson a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER , a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks in the first publication thereof having beenmade in said newspaper on the 4th day of July , 1940, being more than four weeks before the 30th day of June 1941.

THE QUEEN ANNE'S RECORD and
OBSERVER PUBLISHING CO.

By EVELYN S. BUTLER

STATEMENT OF MORTGAGE DEBT
Filed March 20, 1943

WILLIAM S. COVINGTON, EXECUTOR OF THE LAST WILL AND TESTAMENT OF LENA COVINGTON, DECEASED.	IN THE CIRCUIT COURT
VS.	FOR
HANDY ROBINSON AND CORA ROBINSON, HIS WIFE, MORTGAGORS.	QUEEN ANNE'S COUNTY,
	IN EQUITY.
	CHANCERY NO. 3243.

****

STATEMENT OF MORTGAGE DEBT.

To amount of balance of mortgage debt..... $ 900.00

To interest on balance of mortgage debt rrom
Jan. 1st, 1932, to May 14th, 1940, ... 452.05

$1352.05

WILLIAM S. COVINGTON
Executor of the last will and testament of Lena Covington, deceased.

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

I HEREBY CERTIFY, that on this _____ day of March, 1943, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Wm. S. Covington, deceased, and made oath in due form of law that the aforegoing is a true and bona fide statement of mortgage debt and that no part of the same has been paid.

A. SYDNEY GADD JR.
Clerk of the Court.

PETITION, CONSENT, EXHIBIT A.B.C. &
PETITION TO TAKE TESTIMONY
Filed March 7, 1967

WILLIAM S. COVINGTON, Executor	:	IN THE CIRCUIT COURT
	:	FOR
vs.		

HANDY ROBINSON and : QUEEN ANNE'S COUNTY
CORA ROBINSON, his wife : IN EQUITY
Mortgagors : CAUSE NO. 3243

: : : : : : : : : : : : : : : : :

The Petition of Charles T. Quimby and Joseph S. Quimby, by Turner and Turner, their attorneys, respectfully setsforth;

1. That as will appear by reference to the mortgage foreclosure proceedings in this cause, Charles S. Quimby, became the purchaser, at public sale, of the mortgaged property described as follows, to wit:

ALL that lot or parcel of woodland situate, lying and being in the Third Election District of Queen Anne's County, Maryland, called "Today", "Story's Lot", "White Marsh","White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House Lot and other lands, which lies on the left of the public road leading from Centreville - Church Hill Road by said Brick School House to Ashland Station, the said lot or parcel of woodland containing thirty-eight (38) acres of land, more or less, at and for the sum of One Hundred and Twenty Five Dollars ($125.00), which said sale was duly reported to this Court and Order Nisi passed and published thereon; and although a Final Order of Ratification was typed on the reverse side of the Report of Sale filed in this cause, said sale was not ratified by the Court, all as shown on said Report of Sale.

2. That despite the fact that the sale was not finally ratified by the Court, William S. Covington, Executor and Assignee, executed a Deed to said property to Charles S. Quimby and Mary Louise Quimby, his wife, in which it was recited, among the usual recitations, that said sale was finally ratified by the Court; that despite the fact that said Report of Sale indicated that the property had been sold to Charles S. Quimby, and no other person, the Deed stated that the seller had been requested by Charles S. Quimby to deed the said land to himself and his wife, Mary Louise Quimby, as Tenants by the Entireties; that the Deed recites both parties, Charles S. Quimby and Mary Louise Quimby, owners, as Tenants by the Entireties. A copy of said Deed, marked "Petitioners' Exh. A" is filed herewith as a part hereof.

3. That the said Charles S. Quimby and Mary Louise Quimby, his wife, en ered into possession of said tract of land in either 1940 when the property was purchased at the foreclosure sale or in 1943 when they received the Deed and remained in their possession until the deed of Mary Louise Quimby in 1959, to Charles T. Quimby and Frances B.Quimby, his wife.

4. That the said Charles S. Quimby died in 1953 and by his Will devised and bequeathed his estate and property to his widow, Mary Louise Quimby, A certified copy of said Will marked "Petitioners' Exh. B" is filed herewith as a part hereof.

5. That in view of the Deed of this thirty-eight (38) acre parcel having been to Charles S. Quimby and Mary Louise Quimby, his wife, as Tenants by the Entireties, it diid not appear in the inventory of real estate of the said Charles S. Quimby filed in the Orphans' Court for Queen Anne's County, Maryland.

6. That the said Mary Louise Quimby, deeded the property to her son, Charles T. Quimby and Frances B. Quimby, his wife, in 1959, under the impression that she had acquired itile by virtue of the Deed to her and her husband, Charles S. Quimby; furthermore, that in view of the fact that the Deed under which Charles S. Quimby and Mary Louise Quimby, his wife, claimed title, was defective, as the mortgage foreclosure sale had not been ratified, and equitable title in the property passed to Mary Louise Quimby, under the Will of her husband, Charles S. Quimby.

7. That the said deed from Mary Louise Quimby, in the opinion of the undersigned, passed an equitable interest, or estate, in this property unto Charles T. Quimby and Frances B. Quimby, his wife; however, in view of the fact that the mortgage sale was never ratified, that must be done at this time and that the substituted trustee whose appointment is requested in this petition execute a deed of this property mentioned in these foreclosure proceedings to Charles T. Quimby and Frances B. Quimby, his wife. This is considered necessary despite the fact that charles T. Quimby and Frances B. Quimby, his wife, hold a deed from Mary Louise Quimby of an equibable estate which passed to her under the Will of her late husband, Charles T. Quimby; and that Joseph S. Quimby and Helen L. Quimby, his wife, deed any interest or estate which they might possess, or claim, in this property to Charles T. Quimby and Frances B. Quimby, his wife.

8. That the said Charles T. Quimby and Frances B. Quimby, his wife, have entered into a Contract of Sale with Harold T. Reese, to sell him a lot from the herein described tract; all as set forth in said Contract, a copy of which is attached hereto and marked "Petitioners' Exh. C".

9. That the said Harold T. Reese, having caused Title to said lot, er parcel of land, so contracted to be purchased by him, to be examined, has notified your Petitioners, Charles T. Quimby and Frances B. Quimby, his wife, that he will refuse to accept title to said tract so sold to him, until and unless, your Petitioners cause to be cured the defect in said title by the failure to have said mortgage sale ratified prior to William S. Covington, Executor and Vendor, conveying said property by Deed to Charles S. Quimby and Mary Louise Quimby, his wife.

10. That your Petitioners are advised it is proper for them to apply to this Honorable Court to appoint a Trustee in this cause, who,upon being satisfied of the payment of the purchase money, may be directed to join with your Petitioner, Joseph S. Quimby, after the final ratification of the sale of said property by the Circuit Court for Queen Anne's County, so sold as aforesaid in a conveyance of said tract unto Charles T. Quimby and Frances B. Quimby, his wife, to the end that the title of Charles T. Quimby and Frances B. Quimby, his wife, may be cured of the defect caused by the failure of Charles S. Quimby to receive a valid

Deed, therefore, prior to the ratification of said mortgage foreclosure sale.

YOUR PETITIONERS, therefore, pray this Honorable Court to appoint a Trustee, who, upon being satisfied of the payment of the purchase money may be directed:

1. To join with your Petitioner, Joseph S. Quimby and Helen L. Quimby, his wife, after the final ratification of the sale of said tract, in a conveyance of the land herein described unto the said Charles T. Quimby and Frances B. Quimby, his wife.

2. That testimony may be taken to estabsish the facts in the matter herein related.

3. For such other and further relief as their cause may require.

Respectfully submitted,

CHARLES T. QUIMBY
Charles T. Quimby

JOSEPH S. QUIMBY
Joseph S.Quimby
PETITIONERS

Turner and Turner

By B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Attorney at Law
109 Law yers Row
Centreville, Maryland 21617
Telephone: 758-1795

CONSENT

We, the undersigned wives of Charles T. Quimby and Joseph S. Quimby, respectively, do hereby consent to the filing of the aforegoing petition by our husbands and do agree to execute, or join in the execution of, any deed or instrument necessary to perfect the title to the herein described land mentioned in these preceedings.

Witness:

VIRGINIA S. WHITE

FRANCES B. QUIMBY
Frances B. Quimby

VIRGINIA S. WHITE

HELEN L. QUIMBY
Helen L. Quimby

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

I HEREBY CERTIFY, that on this 6th day of March, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES T. QUIMBY and JOSEPH S. QUIMBY, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS MY HAND and Notarial Seal.

Notary
Public
Seal

VIRGINIA S. WHITE
Notary Public -Virginia S. White

My commission expires July 1,1967

ORDER
Filed March 9, 1967

WILLIAM S. COVINGTON, et al :
Executor
:
vs. : Chy. No. 3243
:
HANDY ROBINSON, et al :
:
: :

ORDER

Upon the aforegoing Petition and Affidavit, it is, this 9th day of March, 1967, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that this case be referred to Vachel Downes Esq. Regular Court Examiner, for the purpose of taking testimony as to the heirs at law of Charles S. Quimby and Mary Louise Quimby, deceased.

J DEWEESE CARTER
JUDGE

TESTIMONY
Filed April 12, 1967

WILLIAM S. COVINGTON, EXECUTOR	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
HANDY ROBINSON AND CORA ROBINSON, HIS WIFE, MORTGAGORS	:	CAUSE NO. 3243

: :

I. Vachel A. Downes, Jr., one of the Standing Examiners of the Circuit Court for Queen Anne's County, in Equity, at the request of B. Hacket Turner, Jr., Solicitor for the Petitioners, and in accordance with Maryland Rule, met siad Solicitor and Petitioners at 109 Lawyers Row on April 10, 1967, at 4:00 o'clock P. M.; and in accordance with Order of Court passed on the 9th day of March, 1967, after swearing the witnesses and stenographer proceeded to take the following depositions, to wit:

Questions by Examiner:

Q. Please give your name and place of residence?

A. Charles T. Quimby, Centreville, Maryland.

Q. Is there any previous litigation between you and any other party in this cause?

A. No.

Questions by Mr. Turner:

The first witness, being one of the Petitioners, did depose and say:

Q. What is your name?

A. Charles T. Quimby.

Q. Are you one of the petitioners in this case?

A. Yes, I am one of the sons of Charles T. Quimby who purchased the property sold in this foreclosure sale in 1940, all as shown in the Report of Sale already filed in this case.

Q. Was there a deed given to your father? I hand you a deed and ask you to identify it.

A. Yes, this is the deed that my father and mother received in both their named to this property.

I offer this deed in evidence and ask that it be marked "Examiner's Exhibit No. 1".

Q. Did your father pay for this property?

A. I am sure he paid $125.00, as shown in the Report of Sale.

Q. Did your parents enter into possession of this property?

A. Yes, either in 1940 or 1943. I am not certain which year. The property was purchased in 1940, according to the Report of Sale, but they did not get the deed until three years later, 1943.

Q. Who now owns this property?

A. My wife and I were deeded this property by my mother, Mary Louise Qu8mby, in 1959.

Q. I hand you a deed and ask you to identify it.

A. Yes, it is our deed to the property.

I offer this into evidence and ask that it be marked "Examiner's Exhibit No. 2".

Q. Is your father alive?

A. He died in 1953 and left most of his property by Will to my mother, Mary Louise Quimby.

Q. Mr. Quimby, I hand you a paper and ask you to identify it.

A. This is a copy of my father's, Charles S. Quimby, Will.

I offer this into evidence and ask that it be marked "Examiner's Exhibit No. 3".

Q. Was this piece of real estate in the inventory of real estate of your father?

A. No, it was not. It was considered my mother's in view of the deed being to both of them as tenants by the entireties. We all thought it automatically hers because of that.

Q. Did your mother own or claim this property?

A. Yes, mother than owned or claimed this property by reason of the deed to her any my father, Charles S. Quimby, from William S. Covington, who sold the property to them under the mortgage foreclosure sale. She also received any interest or estate in the property by the terms of my father's Will heretofore referred to.

If the deed to my mother and father was defective by reason of the sale not being ratified, she would still have taken whatever interest or claim my father had in this porperty under the terms of his Will.

Q. How long have you been in possession of this property?

A. I have been in possession of this property, my wife and I, that is, since 1959.

Q. Do you still own this property?

A. Yes, I feel that I do. I have had it surveyed and have entered into a Contract of Sale to sell a lot to Harold Reese, as he wishes to build a house on the property.

Q. Mr. Quimby, I hand you a paper and ask you to identify it.

A. This is the Contract of Sale with Harold Reese for the sale of the lot.

I ask that this be offered into evidence and marked "Examiner's Exhibit No. 4".

Q. When is the title or deed to this lot to pass to the purchaser, Mr. Harold Reese?

A. When the defect is cured by this action and the original sale is ratified by which my mother and father, Charles S. Quimby and Mary Louise Quimby, received what they thought was a good deed to the property.

Q. Do you understand that you have a defective title to this property?

A. Yes, and by this action I hope to have a trustee appointed who will, after the Court ratifies the sale in the case, give us a new deed for the property, and my brother, Joseph, and his wife, Helen L. Quimby, have agreed to join in this instrument to convey us any interest or estate which they might have, although my brother, Joseph, has neverclaimed any interest or estate in the property.

Q. When did your mother, Mary Louise Quimby, die?

A. 1963. October.

Q. How old was she at that time?

A. About 78.

Q. Did your mother leave a Will?

A. No.

Q. Who were her heirs?

A. My father died in 1953 so my brogher, Joseph S. Quimby, and I were her only children and heirs at law.

Que stions by Mr. Turner:

The second witness, Joseph S. Quimby, did depose and say:

Q. Have you heard the testimony which your brother, Charles T. Quimby, has given in this case?

A. Yes.

Q. Is there anything which you wish to add to what he has said?

A. No, except that I never have claimed any interest in this property.

Q. And you subscribe and agree with what your brother has testified to?

A. Yes.

** Questions by Examiner:

Q. Please give your name and place of residence?

A. Joseph S. Quimby, Centreville, Maryland.

Q. Is there any previous litigation between you and any other party in this cause?

A. No.

B. Hackett Turner, Jr., Attorney for the Petitioners, not desiring to take further depositions, the same is hereby filed, along with Examinter's Exhibits Nos. 1, 2, 3, and 4:

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

Dorothy P. Benton, Stenographer - - - - - 5.00

VACHEL A. DOWNES, JR., Examiner

Ex. #
Ex no. 1 4/12/67

::::::::::::::::::::::::::::::
#22,228. 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 the Eleventh day of December, in the year nineteen hundred and forty three, the following Deed was broubht to be recorded, to wit:-

One-Fifty Cent and One-Five Cent
Int. Rec. Stamps. Endorsed 3/20/43
XX

One-Ten Cent Recordation Tax Stamp.
Endorsed 12/11/43

THIS DEED, made this 20th day of March, in the year nineteen hundred and forty-three, by William S. Covington, at the time of the execution of these presents of Queen Anne's County, Maryland, Assignee and Vendor as hereinafter set forth.

WHEREAS, on the 14th day of May, 1940, the said William S. Covington, as Executor of the Last Will and testament of Lena Covington, deceased, an as assignee of the mortgage from Handy Robinson and Cora Robinson, his wife, to Henry S. Covington, dated August 23rd, 1919, and recorded among the land records of Queen Anne's County in Liber J.F.R. #2, folios 556, etc., default having occurred in said mortgage, and acting under and by virtue of the power of sale contained in said mortgage, did sell unto Charles S. Quimby the real estate hereinafter conveyed and described, which said sale has been duly reported to and finally ratified by the Circuit Court for Queen Anne's County, in Equity, as will appear by reference to the Chancery Docket in said Court, being Cause No. 3243, entitled "William S. Covington, Executor of the Last Will and Testament of Lena Covington, deceased, vs. Handy Robinson and Cora Robinson, hsi wife, mortgagors";

AND WHEREAS, the said Charles S. Quimby having complied with the terms of sale, is entitled to a deed to said property;

AND WHEREAS, the said Charles S. Quimby, has requested the Vendor to convey said property unto Charles S. Quimby and Mary Louise Quimby, his wife, as tenants by the entireties.

NOW, THEREFORE THIS DEED WITNESSETH, THAT: in consideration of the premises and of the sum of One Hundred and Twenty-five Dollars ($125.00), being the amount of the purchase money, the receipt of which is hereby acknowledged, the said William S. Covington, Executor of the Last Will and testament of Lena Covington, deceased, assignee and Vendor as aforesaid, does hereby grant and convey unto the said Charles S. Quimby and Mary Louise Quimby, his wife, as tenants by the entireties, all the right, title, interest and estate of the said Handy Robinson and Cora Robinson, his wife, and all the parties to the aforesaid cause, or of those claiming by, from or under them or any of them, in and to the following real estate, to wit:-

ALL that lot or parcel of woodland situate, lying and being in the Third Election District of Queen Anne's County, Maryland, called "Today", "Story's Lot", "White Marsh", "White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House Lot and other lands, which lies on the left of the public road leading from the Centreville-Church Hill road by said Brick School House to Ashland Station, the said lot or parcel of woodland containing THIRTY-EIGHT (38) ACRES OF LAND, MORE OR LESS.

Being the same land conveyed unto Handy Robinson by Henry S. Covington and Lena Covington, his wife, by deed dated August 23rd, 1919, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 2, folio 555.

TOGETHER with the improvements thereon, and all and singular the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Charles S. Quimby and Mary Louise Quimby, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

WITNESS the hand and seal of the Grantor.

WILLIAM S. COVINGTON (SEAL)
William S. Covington,
Executor of the Last Will and
Testament of Lena Covington,
deceased, Assignee and Vendor.

TEST:-

KATHERINE C. MORRIS
Katherine C. Morris

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

I HEREBY CERTIFY, that on this 20th day of March, 1943, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William S. Covington, Executor of the last will and testament of Lena Covington deceased, assignee and vendor, the grantor above named, and acknowledged the aforegoing DEED to be his act.

Witness my hand and Notarial Seal.

KATHERINE C. MORRIS
Katherine C. Morris
Notary Public.

Notary
Public
Seal.

Commission expires: May 3-1943

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. 9, folio 12, 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 24th day of February in the year nineteen hundred and sixty-seven.

Circuit Court Seal

CHARLES W. CECIL
Clerk

EXHIBIT No. "2"
Filed April 12, 1967

One-Fifty-five Cent In. Rev. Stamp. Endorsed T & T 2/24/59

One-Fifty-five Cent State Stamp. Endorsed T & T 2/24/59

#41,934 LIBER 46 PAGE 205
RECEIVED FOR RECORD Feb. 24, 1959

THIS DEED made this 24th day of February, in the year one thousand nine hundred and fifty-nine, by and between MARY LOUISE QUIMBY, widow, of Queen Anne's County, State of Maryland, party of the first part; and CHARLES T. QUIMBY and FRANCES B. Quimby, his wife, of the county and state aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable condiderations, the receipts of which are hereby acknowledged, the said Mary Louise Quimby, widow, does hereby grant and convey unto the said Charles T. Quimby and Frances B. Quimby, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of woodland situate, lying and being in the Third Election District of Queen Anne's County, Maryland, called "Today", "Story's Lot", "White Marsh", "White Marsh Addition", "Cook House" and "Discovery", adjoining the Brick School House Lot and other lands, which lies on the left of the public road leading from the Centreville-Church Hill road by said Brick School House to Ashland Station, the said lot or parcel of woodland containing THIRTY EIGHT (38) ACRES of land, more or less.

BEING the same woodland which was granted and conveyed unto Charles S. Quimby and Mary Louise Quimby, his wife, as tenants by the entireties, by William S. Covington, assignee and vendor, by deed of conveyance bearing date the 20th day of March, 1943, and recorded among the land records of Queen Anne's County, State of Maryland, in A.S.G., Jr., No. 9 at folio 12. The said Charles S. Quimby having departed this life some years ago this property vested absolutely in the said Mary Louise Quimby his widow; for further title reference, see previous deed from Handy Robinson, widower, to Charles S. Quimby and Mary Louise Quimby, his wife, bearing date the 20th day of August, 1942, and recorded in Liber A.S.G., Jr. No. 6 at folio 397.

NO TITLE EXAMINATION.

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 addvantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the woodland 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 T. Quimby and Frances B. Quimby, his wife, as tnenats by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Mary Louise Quimby - - does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST: (as to Grantor)

VIRGINIA S. WHITE

MARY LOUISE QUIMBY (SEAL)
Mary Louise Quimby

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

I HEREBY CERTIFY, that on this 24th day of February, in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared - Mary Louise Quimby - and she adknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.

Notary
Public
Seal

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires May 4, 1959.

EXHIBIT "B"
Filed March 7, 1967

EXAMINER'S EXHIBIT "3"
Filed April 12, 1967

LAST WILL AND TESTAMENT

OF

CHARLES S. QUIMBY

I, CHARLES S. QUIMBY, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking all other Wills and Codicils to Wills by me heretofore made.

ITEM ONE: I hereby direct my Executor, hereinafter named, to pay from my estate all of my just debts and funeral expenses and any taxes due by me, all Federal and State Inheritance and Estate taxes due and payable by me estate or due by reason of my death and no one shall be called upon to contribute to the payment of such taxes.

ITEM TWO: If my wife, M. Louise Quimby, shall survive me, I hereby give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever kind, nature and description and wheresoever the same may be situate, unto my said wife.

ITEM THREE: If my wife, M. LOUISE QUIMBY, shall predecease me, I give, devise and bequeath toe following properties unto my grandchildren living at the time of my death, in equal shares, as tenants in common:

1. The STORY FARM or TUCKER FARM near brick shaool house in the 3rd and 6th Election District of Queen Anne's County.

2. The FRAZIER FARM in the 3rd Election District on the road to Ruthsburg, Maryland.

3. The Store and Apartment property known as SUNSET PHARMACY on the corner of Commerce and Water Streets in Centreville, Maryland.

4. The apartment house known as THE BROWN DWELLING at Liberty Street and Godwin's Lane, Centreville, Maryland.

And I hereby give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever kind, nature and description and wheresoever the ssme may be situate in equal shares unto my sons, JOSEPH S. QUIMBY and CHARLES T. QUIMBY.

ITEM FOUR: I hereby constitute and appoint my friend, THOMAS J. KEATING, JR., to be the Executor of this, my Last Will and Testament, and I hereby excuse my Executor from the necessity of posting any bond for the faithful performance of his duties hereunder. I hereby fully authorize and empower my said Executor, at any time or times and for such purpose or purposes as may be deemed best, without previous application to or order from the Orphans' Court of Queen Anne's County or any other Court under whose jurisdiction he may administer my estate, to sell, lease, exchange and/or mortgage all or any part of my estate, real or personal, without obligation on the part of anyone dealing with said Executor to see to the application of any purchase money or other consideration passing to him. I further authorize and empower my said Executor to vote in person or by proxy with or without power of substitution upon all stocks or other securities constituting a part of my estate.

IN WITNESS WHEREOF, I, CHARLES S. QUIMBY, have hereunto set my hand and seal this Fifth day of March, 1951.

CHARLES S. QUIMBY (SEAL)

Signed, Sealed, Published and Declared by the said Testator, CHARLES S. QUIMBY, 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, have hereunto subscribed our names as witnesses.

D. O. CLARK of CENTREVILLE MD.

FRED QUIMBY of CENTREVILLE MD.

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

On the 23rd day of June A.D., 1953, came M. Louise Quimby, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Charles S. Quimby, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing 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 he heard of any other and that she received the same from Lock Box No. 55 in the Centreville National Bank of Maryland on or about the 23rd day of June A.D.,

1953.

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 June 1953, came D. O. Clark and Fred Quimby of Centreville, Maryland, the two subscribing witnesses to the aforegoing last Will and Testament of Charles S. Quimby, late of Queen Anne's County, deceased, and made oath in due from 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 gest 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:

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 aforegoing Instrument of Writing, purporting to be the last Will and Testament of CHARLES S. QUIMBY, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereot 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 _____ day of June, A.D., 1953, that the same be admitted in this Court as the true and genuine last Will and Testament of the said CHARLES S. QUIMBY, deceased.

EDGAR L. LANE

RICHARD B. C. DAVIDSON

WILLIAM E. COLEMAN
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 aforegoing is a true copy of the Last Will and Testament of CHARLES S. QUIMBY, late of Queen Anne's County, Maryland as filed and passed in this office on June 23, 1953 and recorded in Liber E.E.C. No. 1 Folio 248 a Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Court Seal

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 28th day of February 1967

DOROTHY E. CONNOLLY
Register of Wills for Queen
Anne's County, Maryland

EXHIBIT "C"
Filed March 7, 1967

EXAMINER'S EXHIBIT "4"
Filed April 12, 1967

RECEIVED OF HAROLD T. REECE, this 4th day of October, 1966, the sum of ONE HUNDRED TWENTY DOLLARS ($120.00), representing 10% of the purchase price of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for approximately four (4) acres of land (to begin at the marker presently placed in the ground and agreed upon by ourselves and the purchaser, Harold T. Reece, and proceeding therefrom for a width of approximately 416 feet and a depth of approximately 416 feet, the intention being to create a four (4) acre square lot from the aforementioned point of beginning), located near the "Brick School House", being a portion of the land and premises which we acquired from my Mother, M. Louise Quimby, by deed recorced in Liber T.S.P. No. 46, folio 205, the entire tract containing approximately 38 acres of land. The exact area of land involved is to be determined by a survey to be made by Russell C. Shew, and final settlement, including the execution and delivery of the deed from us, and the payment of the balance of the purchase money due thereon, etc., shall take place no later than thirty (30) days from the date of the completion of the aforementioned survey. This receipt and memorandum agreement is intended to bind our heirs, executors, administrators or assigns.

WITNESS:

VIRGINIA S. WHITE

CHARLES T. QUIMBY (SEAL)
Charles T. Quimby

VIRGINIA S. WHITE

FRANCES B. QUIMBY (SEAL)

PETITION TO TAKE TESTIMONY
Filed March 7, 1967

WILLIAM S. COVINGTON, et al
Executor

vs.

HANDY ROBINSON, et al

Chy No. 3243

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, the Judges of said Court:

The Petition of Charles T. Quimby and Joseph S. Quimby, by Turner and Turner, their attorneys, respectfully shows:

1. That on May 14, 1940, Charles S. Quimby, purchased a thirty-eight (38) acre parcel of woodland at the mortgage foreclosure sale in this cause.

2. That the report of sale was filed on May 28, 1940 and Nisi passed therein.

3. That altho Charles S. Quimby, received a Deed for this tract, in his own name and that of his wife Mary Louise Quimby, the sale was never ratified by this Honorable Court.

4. That the said Charles S.Quimby died testate in 1953 and by the terms of his Will devised and bequeathed his estate and property to his widow, Mary Louise Quimby; that the said Mary Louise Quimby died intestate in 1964 and left surviving her, as her only heirs at law, her sons, Charles T. Quimby and Joseph S. Quimby.

5. That in view of the problem presented in this situation your Petitioners feel it necessary, and have been so advised, that testimony should be taken to establish the fact that they are the only heirs of the Charles S. Quimby and Mary Louise Quimby, deceased.

CHARLES T. QUIMBY
Charles T. Quimby

JOSEPH S. QUIMBY
Joseph S. Quimby

DECREE
Filed April 24, 1967

WILLIAM S. COVINGTON
Executor

vs.

HANDY ROBINSON and
CORA ROBINSON, his wife
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 3243

DECREE

The above-entitled cause coming on to be heard on the Petition of Joseph S. Quimby and Charles T. Quimby, and the testimony, exhibits and all the papers and proceedings were duly considered by the Court, IT IS THEREUPON, ADJUDGED, ORDERED AND DECREED:

1. That the Trustees sale dated 14 May 1940 be and it is Hereby Ratified, NUNC PRO TUNC.

2. That B. HACKETT TURNER JR., Esq. be and he is hereby appointed Trustee to execute a deed, along with Joseph S. Quimby and Helen L. Quimby, his to Charles T. Quimby and Frances B. Quimby, his wife, conveying the land mentioned in these proceedings, they being the legal owners of said land, by virtue of the deaths of Charles S. Quimby and Mary Louise Quimby, his wife, and as shown by the proceedings in this cause.

THOS J KEATING JR.
Judge

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Nineteenth day of January in the year nineteen hundred and sixty-seven, the following PETITION FOR PARTITION was filed for record, to wit:-

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARY EARLE FORMAN BROWN
Centreville, Maryland

JESSIE FORMAN LEWIS and
J. HANSELL LEWIS, her husband
R.F.D. No. 2, Box 135
Egg Harbor City, New Jersey

Complainants

VS.

CHANCERY NO. 4832

RICHARD T. E. FORMAN and
MARGARET V. FORMAN, his wife
211 South Hanson Street
Easton, Maryland

MARGARET F. MacGLASHAN and
DONALD W. MacGlashan, her husband
1824 Savo Court
Timonium, Maryland

CATHERINE F. HARDY and
FRANK M. HARDY, her husband
Belle Point Farm
Queenstown, Maryland

THE CENTREVILLE NATIONAL BANK
OF MARYLAND, a body corporate
existing under the lawa of
the State of Maryland
Serve on:
A. Sydney Gadd, Jr., President
Centreville, Maryland

Repondents

: : : : : : : : : : : : : : : : :

PETITION FOR PARTITION

AND FOR SALE OF CONTINGENT INTERESTS

AND INVESTMENT OF PROCEEDS

WITH RESPECT TO SUCH CONTINGENT INTERESTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary Earle Forman Brown and Jessie Forman Lewis and J. Hansell Lewis, her husband, complainants, by Clayton C. Carter and John W. Sause, Jr., their solicitors, respectfully shows:

FIRST: The subject of this petition is an improved parcel of ground situate, lying, and being on North Commerce Street in the Town of Centreville, Third Election District, Queen Anne's County, Maryland, which is described in a deed from Ezekiel M. Forman to Sarah Catherine Forman dated March 30, 1916, and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 8, folio 485, a certified copy of said deed being attached hereto, marked "Complainants" Exhibit A," and prayed to be taken as part hereof.

SECOND: That the complainants and respondents are persons who have present and/or contingent interests, as more fully set forth hereafter, under the will and/or by or through the residuary devisees of said Saray Catherine Forman dated March 1, 1929, and the codicil thereto dated June 30, 1930, both admitted to probate by the Orphans' Court for Queen Anne's County on March 3, 193,, and thereafter recorded among the Will Records of said county in Liber W.T.B. No. 3, folio 319. A certified copy of said will and codicil is attached hereto, marked "Complainants" Exhibit B," and is prayed to be taken as part hereof.

THIRD: That the said Sarah Catherine Forman died seized and possessed of the property referred to in Paragraph One; and that Ezekiel M. Forman, husband and widower of the said Sarah Catherine Forman and a residuary devisee and legatee for life under Item 10 of said will, departed this life on October 5, 1943.

FOURTH: That the said Sarah Catherine Forman and Ezekiel M. Forman had during their joint and several lifetimes four children, viz.: Pere T. Forman (also known as Peregrine T. Forman), Richard T. E. Forman, Ezekiel T. M. Forman, and Mary Earle Forman, all referred to in said will and codicil of Sarah Catherine Forman.

FIFTH: That the said Pere T. Forman, by whose life the trust established in Item 11 of said will was measured, died on September 7, 1962, without having married or had issue.

SIXTH: That upon the death of Pere T. Forman, the property described in Paragraph One hereof became the property of the three surviving children of the testatrix pursuant to the terms of Item 12 of said will as follows, viz.:

> ". . . unto my three children, Mary Earle Forman (one of the complainants herein), Ezekiel T. M. Forman and Richard T. E. Forman, absoludely and forever, in equal parts, but I do charge them and the estates so given unto them with the payment of the funeral expenses of my son, Pere T. Forman";

but that by the aforesaid codicil to the will of Sarah Catherine Forna, the one-third interest of Mary Earle Forman is qualified in the following manner:

> "The one-third part of my property, real and personal, by item twelve of will given as aforesaid unto my daughter I now give devise, and bequeath unto the said Mary Earle Forman, her heirs, executors and administrators, but to become hers absolutely and in fee simple only in case she shall leave at the time of her death a child or children to survive her.
>
> "But in case my daid daughter shall die withour leaving a child or children at the time of her death, then the one-third part of my estate, real and personal, so by said item of my will given to my daughter shall to to and vest in my two sons, Ezekiel T. M. Forman and Richard T. E. Forman, if both shall be living at the death of my said daughter but shall go to and vest in the survivor of them if only one of them shall be living at the time of the death of my daughter";

all as will more fully appear by reference to said will and codicil attached hereto as "Complainants" Exhibit B" as part hereof.

SIXTH: (Third interest of Ezekiel T. M. Forman)

That Ezekiel T. M. Forman, son of the testatrix, Sarah Catherine Forman, died on December 18, 1954, leaving a will dated March 16, 1954, admitted to probate in the County of Burlington, New Jersey, and thereafter filed for record among the Will Records of Queen Anne's County in Liber E.E.C. No. 1, folio 396, and tht pursuant to Item Second of said will, the entire estate was devised as follows:

> A. To Elizabeth S. Forman, wife of the testator, Ezekiel T. M. Forman, "for and during the term of her natural life"; and
>
> B. Remainder to Jessie F. Lewis, only child of the said testator and his said wife, if she should survive her mother;

all as will more fully appear by reference to a certified copy of the exemplified copy of the will of Ezekiel T. M. Forman attached hereto, marked "Complainants' Exhibit C," and prayed to be taken as part hereof; and that the said Elizabeth S. Forman has since died, survived by her said daughter, Jessie F. Lewis, one of the complainants herein, who is the wife of J. Hansell Lewis, another of the complainants herein; and that said parties presently reside in Egg Harbor City in the State of New Jersey.

SEVENTH: (Third interest of Richard T. E.Forman)

That Richard T. E. Forman, son of the testatrix, Sarah Catherine Forman, one of the respondents herein, and his wife, Margaret V. Forman, another of the respondents herein, currently reside in Easton, Talbot County, Maryland.

EIGHTH: (Third interest of Mary Earl Forman)

That Mary Earle Forman, daughter of the testatrix, Sarah Catherine Forman, since intermarried with and is now the widow of William Purnell Brown; that the said Mary Earle Forman Brown, one of the complainant herein, has no child or children; and in the event of her death, her interest in the subject property would pass as follows:

> A. To the said Richard T. E. Forman, her brother, pursuant to the aforesaid codicil herein exhibited as part of "Complainants" Exhibit B," or
>
> B. If Richard T. E. Forman should predecease the said Mary Earle Forman Brown, to the heirs at law of the said Sarah Catherine Forman, viz., the descendants of her said children Richard T. E. Forman and Ezekiel T. M. Forman, pursuant to #140 of Article 93 of the Annotated Code of Maryland (1964 Replacement Volume), the other two children of the testatrix, Mary Earle Forman Brown and Pere T. Forman, having died and/or constructively died without issue as aforesaid:
>
> > (1) One-half of the third interest of Mary Earle Forman Brown (or one-sixth of the whole) to Jessie Forman Lewis, daughter of Ezekiel T. M. Forman and one of the complainants herein, as more fully set forth in Paragraph Six hereof; and
> >
> > (2) The remaining half of the aforesaid third interest (or one-sixth of the whole) to be equally divided between Margaret F. MacGlashan, one of the respondents herein (wife of Donald W. MacGlashan, another of the respondents herein), and Catherine F. Hardy, one of the respondents herein (wife of Frank M. Hardy, another of the respondents herein), being the only children ever begotten by the said Richard T. E. Forman; i.e., one-fourth of the third interest of Mary Earle Forman Brown (or one-twelfth of the whole) to each of said daughters of Richard T. E. Forman.

NINTH: That on the 27th day of October, 1966, the said Richard T. E. FORMAN, Mary Earle Forman Brown, Jessie F. Lewis, Margaret V. Forman, and J. Hansell Lewis, entered into a contract with The Centreville National Bank of Maryland, one of the respondents herein, for the sale of the subject property, the terms and conditions of which will more fully appear by reference to a copy of said contract attached hereto, marked "Complainants" Exhibit D-1," as part hereof, ; but subsequently,

the qualified interest of Mary Earle Forman Brown was discovered; and an amendment of agreement of sale was entered into between the said parties, the terms and conditions of which will more fully appear by reference to a copy of said amenement of agreement of sale attached hereto, marked "Complainants' Exhibit D-2," as part hereof.

TENTH: That the subject property was improved by what at the time of the aforesaid deed to Sarah Catherine Forman (Complainant' Exhibit A), was described as "three two story brick store hourses (sic)" but which have for many years been maintained and regarded as a single unit, having common walls and a common roof; and said property cannot at this time be divided or partitioned in kind without loss or injury to the parties in interest.

ELEVENTH: That as appears by reference to the aforesaid amendment of agreement of sale (Complainants' Exhibit D-2), the roof of the aforesaid building was in a dilapidated condition and required immediate and expensive re-construction, despite the pendency of these proceedings.

TWELFTH: That the purchase price set forth in the contract of sale and amendment of agreement of sale (Complainants' Exhibits D-1 and D-2), represents a reasonable, fair, and equitable price for said property; and thesale of said property for such price would be advantageous to the parties concerned, particularly since it would relieve said parties of the burden of renting, repairing, maintaining, and re-constructing said building, and because the investment of the proceeds of such sale would provide both a higher and more stable yield of income and would more adequately secure the corpus upon which the interests of the parties hereto are based.

THIRTEENTH: That all persons or parties who would be entitled if either of the contingencies referred to in Paragraph Eight were to happen at the date of the decree, who are now in being, are parties to this proceeding and are of full legal age and competent to make a valid deed or contract.

WHEREFORE, the complainants pray:

A. That this Honorable Court decree a partition and sale of the lands tenements or hereditaments which are the subject of this proceeding and all right, interest or estate, either legal or ewuitable, of the parties hereto or those claiming by, from or under them, in the manner and upon the terms and conditions set forth in Complainants' Exhibits D-1 and D-2, free of any claim of dower;

B. THAT this Honorable Court direct payment of one-third of the proceeds of such sale to Jessie Forman Lewis as her interest in said property pursuand to Paragraph Six;

C. THAT this Honorable Court direct payment of one-third of the proceeds of such sale to Richard T. E. Forman as his interest in said property pursuand to Paragraph Seven;

D. THAT the balance of the proceeds of said sale, after deducting the costs and expenses of this proceeding, be invested so as to inure in like manner as by the will of Sarah Catherine Forman aforesaid to the use of the same parties who would be entitled to the land sold;

E. AND for such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, ETC.

MARY EARLE FORMAN BROWN
Mary Earle Forman Brown

JESSIE FORMAN LEWIS
Jessie Forman Lewis

J. HANSELL LEWIS
J. Hansell Lewis

CLAYTON C. CARTER
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland 21617
758-1680

JOHN W. SAUSE JR
John W. Sause, Jr.
116 Broadway
Centreville, Maryland 21617
758-0970

Solicitors for Complainants

COMPLAINANTS' EXHIBIT A
Filed Jan. 27, 1967

#5481. Q U E E N ANN E ' S C O U N T Y, to wit: Be it remembered that on the first day of April in the year nineteen hundred and sixtyeen, the following DEED was brought to be recorded, to wit:-

:13-$1.& 1-50¢ stamps.:
:E.M.F. 3-31-16 :

T H I S D E E D, made this thirtieth day of March, in the year nineteen hundred and sixteen, by Ezekiel M. Forman, of Queen Anne's County, State of Maryland, party of the first part, and Sarah Catherine Forman, his wife, of said county and

state, party of the second part,

WITNESSETH: That for and in consideration of the sum of Five Thousand and Five Hundred Dollars ($5,500.00), the receipt of which is hereby acknowledged by the party of the first part, and in further consideration of the agreement hereinafter expressed on the part of the party of the second part to assume the payment of the mortgage hereinafter mentioned, the said Ezekiel M. Forman, party of the first part, does hereby grant and convey unto the said Sarah Catherine Forman, party of the second part, her heirs and assigns forever, all those lots or parcels of land situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, fronting and lying on the north west side of Front or Commerce Street, being bounded on their north east side by the property of The Centreville National Bank of Maryland, on their south east side or front by the said Front or Commerce Street, on their southwest side by the property of Alfred Green and on their rear or north west side by the property of the said Alfred Green and of the said The Centreville National Bank of Maryland, and being improved by three two story brick store hourses, one of said store houses being at the present time occupied by J. Thomas Holland and J. West Thompson, trading as Holland and Thompson, one of them being at the present time occupied by James P. Keating, and one of them being occupied at the present time by H. Linwood Phillips, the aforesaid lots or parcels of land hereby granted and conveyed consisting of and being the same and all the land which was granted and conveyed to the said Ezekiel M. Forman by the three following deeds, to wit: by the deed of William J. Price and Annie E. Price, his wife, to the said Ezekiel M. Forman, bearing date September 25th., 1893, and recorded in Liber L.D. No. 2, fol. 193 &c., a land record book for Queen Anne's County aforesaid; by the deed from the said William J. Price to the said Ezekiel M. Forman bearing date April 1st., 1899, and recorded in Liber W.H.C. No. 9, fol. 228 &c., a land record book for Queen Anne's County aforesaid; and by the deed from Alfred Green and Mary J. Green, his wife, to the said Ezekiel M. Forman, bearing date March 7th., 1903, and recorded in Liber J.E. G. No. 4, fol. 526 &c., a land record book for Queen Anne's County aforesaid; to which said three deeds reference is hereby made for a more definite and complete description of the said lots or parcels of land hereby granted and conveyed, excepting, however from the land described in and granted by said second above mentioned deed the strip of land which was conveyed by the deed from the said Ezekiel M. Forman and Sarah Catherine Forman, his wife, and William J. Price to the Centreville National Bank of Maryland, baaring date March 7th., 1903, and recorded in Liber J.E.G. No. 4, fol. 523 &c., a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereon, and all the roads, rights, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

Subject as to the store house on said property occupied by Holland and Thompson and the land used in connection therewith to the lease heretofore made by and between the said Ezekiel M. Forman and the said Holland and Thompson, and dated September 16th., 1914, at an annual rent of four hundred dollars, payable in quarterly instalments; subject as to the store house on said property occupied by James P. Keating and the lease used in connection therewith to the lease in writing heretofore made by and between the said Ezekiel M. Forman and the said James P. Keating and S. Earle Feddeman, dated December 30, 1910, at an annual rent of Four Hundred Dollars, payable in monthly instalments; subject as to the store house on said property occupied by H. Linwood Phillips and the land used in connection therewith to the lease heretofore made by and between the said Ezekiel M. Forman and the said H. Linwood Phillips, dated May 29th., 1915, at an annual rental of four hundred and fifty dollars, payable in quarterly instalments.

Subject to a certain mortgage made by the said Ezekiel M. Forman and Sarah Catherine Forman, his wife, to Susan Williams to Secure the payment of the sum of Eight Thousand Dollars, ($8,000.00), bearing date the thirtieth day of March, in the year nineteen hundred and sixteen and filed for record or intended to be filed for record among the land record books of Queen Anne's County aforesaid preceding this deed, on which said mortgage the sum of Eight Thousand Dollars, with interest from the thirtieth day of March, is due, and which said mortgage forms a part of the consideration above mentioned, and which the said party of the second part hereby assumes and agrees to pay.

To HAVE and To HOLD the above granted property and the rents reserved on and payable out of the same under the leases herein before mentioned, unto the said Sarah Catherine Forman, her heirs and assigns, forever, in fee simple.

AND the said Ezekiel M. Forman covenants that he will warrants specially the property hereby granted and conveyed, except as to the leases and the mortgage hereinbefore mentioned, and that he will execute such further assurances of said land as may be requisite.

As witness the hand and seal of the said Ezekiel M. Forman the day and year first above written.

Test: L. PHILLIPS SKINNER. EZEKIEL M. FORMAN. (SEAL)

STATE OF MARYLAND,

DORCHESTER COUNTY, to wit:

I hereby certify that on this thirtieth day of March, in the year nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Dorchester County, aforesaid, duly commissioned and qualified according to law, personally appeared Ezekiel M. Forman and he did acknowledge the aforegoing deed to be his act.

In testimony whereof I hereunto subscribe my hand and affix my Notarial Seal the day and year first above written.

L. PHILLIPS SKINNER.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber W.F.W. No. 8, folio 485, 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 December in the year nineteen hundred and sixty-six.

Circuit Court Seal

charles w. cecil
Clerk

COMPLAINANTS' EXHIBIT B
Filed Jan. 19, 1967

In the name of, God, Amen!

I, Sarah Catherine Forman, of Queen Anne's County in the State of Maryland, do make and publish this as and for my last will and testament, in manner and form following, that is to say:

1. I hereby direct the payment of my just debts.

2. I hereby declare that I have a life estate only in the goods and chattels hereinafter described, now in my possession, and that subject to my said life estate the same belong to my daughter, Mary Earle Forman, to whom the same are to be delivered after my death, to wit:

the silver service consisting of coffee pot, tea pot, cream pitcher, and spoon-bowl bequeathed unto me for life with remainder unto my said daughter by my aunt Kate Earle Chamerlain; a set of walnut furniture consisting of a bureau, a wash stand, and four chairs bequeathed to me for life with remainder to my said daughter by my aunt Rose U. Earle.

3. I give and bequeath unto my daughter, Mary Earle Forman, the picture of my mother, one crochet bed spread, my sewing machine, my piano, my white knit bed spread given to me by my aunt Rose U. Earle, my mahogany wardrobe now used by her and now in her room, and the mahogany bureau given to me by Nellie Brown Cromwell.

4. I hereby give and bequeath unto my daughter-in-law, Eliabeth Sooy Forman, the wife of my son, Ezekiel T. M. Forman, the old chair with a silk botton, and at present marked in her name, the mahogany carving table known as "The Melfield Carving Table", and one dozen of my best table napkins which are marked with the letter "F" and which were given to me by my said daughter-in-law.

5. I give and bequeath unto Margaret Valliant Forman, the wife of my son, Richard T. E. Forman the sum of twenty five dollars with the request that she purchase thterwith some article to be kept by her as a mento of me.

6. I give and bequeath unto my granddaughter, Jessie Earle Forman the sum of twenty five dollars, with the request that she purchase therewith some article to be kept by her as a mento of me.

7. I give and bequeath unto Susan D. Horner (Mrs. G.P. Forner), of Baltimore City, my black beaded handbag.

8. I give and bequeath unto Annie Hollis, my faithful maid, in appreciation of her loyalty, always accompanied of kindness, shown me, the sum of fifty dollars.

9. I give and bequeath my shares of stock of the Emerson Drug Company unto my husband, Ezekiel M. Forman, for and during the terms of his natural life and no longer, and I hereby will and direct that if my said husband shall survive me, he shall have the right and power to dispose of and distribute among Mary Earle Forman, Ezekiel T.M. Forman and Richard T.E. Forman, three of our children, in such amounts and on such terms, and conditions as he shall see fit or to give to any one of said three children, by his last will and testament, the said shares of stock, If my said husband shall not have made said distribution or appointment, as aforesaid, then I hereby give and bequeath said shares of stock unto my daughter, Mary Earle Forman, and unto my two sons, Ezekiel T. M. Forman and Richard T. E. Forman, absolutely, equally (meaning, of course, at the death of my husband).

10. All the rest, residue and remainder of my property, real and personal, wheresoever situated or located, I hereby give, devise and bequeath unto my said husband, Ezekiel M. Forman, for his life, or until his remarriage, of he should remarry after my death. I charge my said husband to keep in good and proper repair my said real estate. I hereby declare the provision herein in favor of my husband are intended to be lieu of his interests as surviving husband in both my real and personal property.

11. At the death of my husband, or upon his remarriage, in case he remarries after my death, I hereby give, bequeath and devise said rest, residue and remainder of my property, real and personal, unto Ezekiel T. M. Forman and Richard T. E. Forman, two of my children, and unto the survivors or survivor of them, in trust nevertheless for the following purposes, to wit:

To take charge of and manage the same, to lease and rent out and from time to time to release and re-rent the real estate thereof, and to invest and from time to time to re-invest the money and securities thereof, and to collect the rents, issues, profits, income, interest and dividents of said estate and property, and after paying thereout all costs of repairs to said real estate, all taxes and insurance thereon, and all costs incident to the trust hereby created, to apply the net income, rents &., so far as may be necessary, to the payment of the costs of furnishing my son, Pere T. Forman, with proper and suitable board, maintenance, support, clothing, medical attention, and such other things and matters as will promote his happiness and comfort, so long

as he may live.

I direct my said children named above as trustees at end of each year of their trust to make an account of their trust and all income then in their hands not required for the performance of the trust reposed in them by this my will I give and bequeath unto the said Ezekiel T. M. Forman and Richard T. E. Forman and to my said daughter, Mary Earle Forman in equal parts absolutely and forever, as their own property, clear of said trust, with power unto them to make divisions of said surplus income annually after each accounting.

12. I direct that the trust created above by me for the benefit of my son, Pere T. Forman, shall cease at his death, and subject to the terms of said trust and subject to the life estate given my husband, I hereby give, devise, and bequeath all my said rest, residue and remainder of my property, real and personal, unto my three children, Mary Earle Forman, Ezekiel T. M. Forman and Richard T. E. Forman, absoludely and forever, in equal parts, but I do charge them and the estates so given unto them with the payment of the funeral expenses of my son, Pere T. Forman.

13. I hereby declare that the goods and chattels and personal property contained in my home home other than those herein disposed of are the property of my said husband.

14. I hereby nominate and appoint my husband, Ezekiel M. Forman to be the executor of this my will without the necessity of giving bond, and I hereby revoke all former wills by me made.

IN TESTIMONY WHEROF I hereunto subscribe my name and affix my seal this first day of March in the year nineteen hundred and twenty nine.

SARAH CATHERINE FORMAN (SEAL)

Signed, sealed, published, pronounced and declared by the above named testator, Sarah Catherine Forman, 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 signed our names as witnesses.

DELAH D. BROWN

MADISON BROWN

In the name of God, Amen!

I, Sarah Catherine Forman, of Queen Anne's County in the State of Maryland, do make this for and declare the same to be a first codicil to my last will and testament which bears date this first day of March in the year nineteen hundred and twenty nine,

By item nine of my said will I dispose of my shares of stock of the Emerson Drug Company. Since the making of my will I have exchanged this stock (hereinafter called "old stock") for certain shares of stock (hereinafter called "new stock") in the company called "Emerson Bromo Seltzer, Incorporated", and I now desire to substitute this new stock for said old stock. Therefore, I now give my said new stock unto my husband, Ezekiel M. Forman, for his life only, with the power to dispose of the same by his will in the same manner and under the same conditions he is now empowered by said item of my will to dispose of said old stock, and I hereby declare that item nine of my will shall apply in the same manner to the said new stock and as fully as if I had named the new stock in my said will instead of the old stock.

By item twelve of my will I give and devise one-third of my property not otherwise disposed of by my will unto my daughter, Mary Earle Forman, absolutely and in fee. It is my desire that my said daughter shall not take this absolute estate except in the event she shall leave at the time of her death a child or children to survive her.

I, therefore, revoke that part of my will which by said item twelve thereof I give and devise one-third of my property above described unto my daughter absolutely, and liew thereof I do give and devise as follows:

The one-third part of my property, real and personal, by item twelve of my will given as aforesaid unto my daughter I now give devise, and bequeath unto the said Mary Earle Forman, her heirs, executors and administrators, but to become hers absolutely and in fee simple only in case she shall leave at the time of her death a child or children to survive her.

But in case my said daughter shall die without leaving a child or children at the time of her death, then the one-third part of my estate, real and personal, so by said item of my will given to my daughter shall go to and vest in my two sons, Ezekiel T. M. Forman and Richard T. E. Forman, if both shall be living at the death of my said daughter but shall go to and vest in the survivor of them if only one of them shall be living at the time of the death of my daughter.

I hereby ratify and confirm my said last will and testament except so far as the same may be changed or altered by this my codicil to said will.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this thirtieth day of June in the year nineteen hundred and thirty.

SARAH CATHERINE FORMAN (SEAL)

Signed, sealed, published, pronounced and declared by the above named testatrix, Sarah Catherine Forman, as and for a first codicil to her last will and testament dated March 1, 1929, in our presence, who, at her request, in her presence and in the presence of each other, have thereunto signed our names as witnesses.

MADISON BROWN

DELAH D. BROWN

PROBATE OF WILL

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

On the 3rd day of March A.D. 1931 came Madison Brown, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Sarah Catherine Forman late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will and Codicil thereto attached of said deceased, that has come to his hand and possession, and that he does not know nor has the heard of any other and that he received the same from Sarah Catherine Forman at the time said will and Codicil were executed, respectfully

Sworn before

NORMAN S. DUDLEY
Register of Wills of Queen
Anne's County, Md.

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

On the 3rd day of March, 1931 came Madison Brown and Delah D. Brown subscribing witnesses to the aforegoing last Will and Testament and Codicil thereto of Sarah Catherine Forman late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sing and seal said Will and Codicil; that they heard her publish, pronounce and declare the same to be her last Will and Testament and Codicil, and that 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 Will and Codicil 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.

ORDER OF COURT ADMITTING WILL TO PROBATE

STATE OF MARYLAND, SCT:
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY.

The aforegoing instrument of Writing, purporting to be the last Will and Testament and Codicil of Sarah Catherine Forman 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 3rd day of March A.D., 1931, that the same be admitted in this Court as the true and genuine last Will and Testament, and Codicil of the said Sarah Catherine Forman deceased.

HENRY C. BOWEN

W. HOPPER GIBSON

CLAYTON T. CANN
Judges of the Orphans' Court
for Queen Anne's County

COMPLAINANTS' EXHIBIT C
Filed Jan. 19, 1967

BURLINGTON COUNTY SURROGATE'S COURT

In the matter of the estate of)
Ezekiel T. M. Forman) POWER OF ATTORNEY
dec'd.)

To the Surrogate of the County of Burlington:

The undersigned plaintiff for Letters Testamentary hereby constitute the Surrogate of Burlington County and his successors in office my true and lawful attorney upon whom all original process in any action at law or equity against the above estate may be served.

It is agreed that any original process so served against the above estate, shall be of the same force and effect as if duly served on me within this State.

Dated: March 24, 1955

Name ELIZABETH S. FORMAN
Elizabeth S. Forman
Address River road,
Green Bank, N. J.

Signed, sealed and delivered in the

presence of)
)
EDITH K. ESTILOW)
)

Name JESSIE F. LEWIS
Jessie F. Lewis
Address 5139 Wetheredsville Road
Baltimore, 7, Maryland

STATE OF NEW JERSEY)
(ss.
COUNTY OF BURLINGTON)

BE IT REMEMBERED, That on this 24th day of March, 1955 before me, the subscriber Special Probate Clerk personally appeared Elizabeth S. Forman and Jessie F. Lewis, who, I am satisfied are the persons the foregoing Power of Attorney named, and having first made known to them the contents thereof, they did thereupon acknowledge that they signed, sealed and delivered the aforesaid Power of Attorney as their voluntary act and deed for the uses and purposes therein expressed.

EDITH K. ESTILOW
Special Probate Clerk

BURLINGTON COUNTY SURROGATE'S COURT

Docket No _____

TO GEORGE B. BITTING, ESQUIRE

SURROGATE OF THE COUNTY OF BURLINGTON, NEW JERSEY

In the matter of the Estate of)
)
Ezekiel T. M. Forman, deceased.)

CIVIL ACTION COMPLAINT
PROBATE AND LETTERS
TESTAMENTARY

Plaintiffs, Elizabeth S. Forman, River Road, Green Bank, Burlington County, New Jersey, and Jessie F. Lewis, 5139 Wetheredsville Road, Baltimore, 7, Baltimo e County, Maryland.,says:

1. On Saturday, December 18, 1954, Ezekiel T. M. Forman died, leaving a will dated March 16, 1954, wherein he appointed Elizabeth S. Forman and Jessie F. Lewis the Executrices.

2. Ezekiel T. M. Forman was domiciled in the Township of Washington, Burlington County, New Jersey, at the time of his death, having his residence at River Road Green Bank, in said County and State.

3. Ezekiel T. M. Forman, left surviving as his heirs at law and next of kin the following persons:

Elizabeth S. Forman	widow	R.F. #2 Egg Harbor-Green Bank N. J.
Jessie F. Lewis	daughter	5139 Wetherdsville Rd. Baltimore, 7, Maryland

4. There are no other heirs or next of kin known to the plaintiff.

5. The said Ezekiel T. M. Forman had issue living when the will was made, and no child was born thereafter.

Wherefore, the plaintiff demands judgment:

A. Admitting to probate the last will . . . . . .

B. Directing that letters testamentary be granted to plaintiff.

ELIZABETH S. FORMAN
Elizabeth S. Forman

Jessie F. Lewis
Jessie F. Lewis

STATE OF NEW JERSEY)
(ss.
COUNTY OF BURLINGTON)

Elizabeth S. Forman and Jessie F. Lewis named in the within complaint, being duly sworn according to law, did dispose and say that the matters and things set forth in the within complaint are true to the best of their knowledge and belief.

Sworn and subscribed before me
at Mount Holly, N. J.,
1955

ELIZABETH S. FORMAN
Elizaveth S. Forman

JESSIE F. LEWIS
Jessie F. Lewis

EDITH K. ESTILOW
Deputy Surrogate
Special Probate Clerk

Last Will and Testament

of

EZEKIEL T. M. FORMAN

I, EZEKIEL T. M. FORMAN, of Green Bank, Burlington County, State of New Jersey, do make, publish and declare the following as my Last Will and Testament in manner following, hereby revoking any and all Wills by me at any time heretofore made.

FIRST: I direct that all my just debts and my funeral expenses to be paid as soon as may be reasonable after my decease.

SECOND: I give, devise and bequeath unto my beloved wife, Elizabeth S. Forman, all my remaining estate, both real and personal, of whatever it may consist or wherever situate, to have, hold, receive, use and enjoy the rents, interest, issues and profits thereof during the term of her natural life, and from and after her decease, I give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever it may then consist, to my daughter, Jessie F. Lewis, of Baltimore, Maryland. Should my said daughter predecease my said wife, then and in that event I give, devise and bequeath said remainder to the child or children, as the case may be, of my daughter, Jessie F. Lewis.

THIRD: I do give my Executrixes, and to the survivor or survivors of them, full power and aughority to grant, bargain, rent, sell and convey all or any part of my real estate or personal estate to any person or persons, at public or private sale, at such times and upon such terms as they shall think fit.

FOURTH: I appoint my wife, Elizabeth S. Forman, and my daughter, Jessie F. Lewis, Executrixes of this Will, they to serve without bond.

IN WITNESS WHEREOF, I, EZEKIEL T. M. FORMAN, have hereunto set my hand and seal this 16 day of March, 1954.

EZEKIEL T. M. FORMAN (SEAL)

SIGNED, SEALED, ACKNOWLEDGED, PUBLISHED and DECLARED by the said EZEKIEL T. M. FORMAN, as and for his last Will and Testament, in the presence of us (both being present at the same time), who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our named as witnesses.

MARIE R. KEMBLE

KAREL A. KEMBEL
Lower Bank, N. J.

STATE OF NEW JERSEY)
(ss.
COUNTY OF BURLINGTON)

Marie R. Kemble and Paul A. Kemble, the witnesses to the annexed writing purporting to be the last Will and Testament of Ezekiel T. M. Forman, deceased, being duly sworn according to law, deposes and say that they Marie R. Kemble and Payl A. Kemble the subscribing witnesses and Ezekiel T. M. Forman, the testator were together in the presence of each other; that testator did then in their presence sign his name to said instrument, acknowledge the same to be his signature and declare the instrument to be his last Will and Testament; and thereupon at the request of testator these deponents did subscribe their names as witnesses thereto in the presence of said testator and of each other.

And deponents further say that at this time the said testator was above the age of twenty-one years, of sound and disposing mind and memory, and not under any restraint so far as they know and as they verily believe.

Sworn and Subscribed
at Mount Holly, County and State aforesaid
March 8, A.D. 1955, before me,

MARIE R. KEMBLE
Marie R. Kemble

KAREL A. KEMBLE
Karel A. Kemble

EDITH K. ESTILOW
Special Probate Clerk

STATE OFNEW JERSEY)
(SS.
COUNTY OF BURLINGTON)

Elizabeth S. Forman and Jessie F. Lewis being duly sworn depose and say that the within writing naming them Executrixes, contains the true last Will and Testament of Ezekiel T. M. Forman, deceased, so far as they know and as they verily believe; that they will exhibit into the Surrogate's Office of the County of Burlington when thereunto lawfully required a true and perfect inventory of all and singular the goods and chattels, rights and credits of said deceased that have or shall come to their knowledge or possession or to the possession of any other person for their use; that they will comply with the provisions of all Federal and State Laws concerning Inheritance Taxes; that they will well and truly perform their duties as such Executrices by paying first the debts of said deceased, and then the legacies therein specified, so far as the assets of the estate can thereunto extend, and render a just and true account within twelve calendar months or when thereunto lawfully required.

Sworn and Subscribed at Mount Holly, County and State aforesaid March 24, A.D. 1955, before me,

ELIZABETH S. FORMAN
Elizabeth S. Forman

JESSIE F. LEWIS
Jessie F. Lewis

EDITH K ESTILOW
Special Provate Clerk

BURLINTRON COUNTY SURROGATE'S COURT

In the matter of the Estate of)
(ORDER FOR PROBATE
Ezekiel T. M. Forman, deceased.)

Application having been made by Elizabeth S. Forman of Burlington County and Jessie F. Lewis of Baltimore County, Maryland for probate of the last will of Ezekiel T. M. Forman deceased, and Letters Testamentary thereon, and the Surrogate having inquired into the circumstances and taken proof, and being satisfied of the genuineness of the Will produced, the validity of its execution and the competency of the testator, and the probate of said Will not having been contested and it appearing that the testator died more than ten days ago, it is on this 24th day of March, 1955, adjudged that the instrument offered for probate in this matter is the last Will and Testament of Ezekiel T. M. Forman, deceased and the same is hereby admitted to probate; and it is ordered that Letters Testamentary may be issued thereon to Elizabeth S. Forman and Jessie F. Lewis the Executrices named in said Will who may qualify thereunder.

GEORGE B. BITTING
Surrogate of Burlington County

By: MARY W. SULLIVAN
Deputy Surrogate

STATE OF NEW JERSEY)
(ss.
COUNTY OF BURLINGTON)

Court
Seal

I, GEORGE B. BITTING, Surrogate of the County of Burlington, State of New Jersey, do certify the annexed to be a true copy of the last Will and Testament of Ezekiel T. M. Forman, deceased, late of the County of Burlington, New Jersey, admitted to probate by me,
and that Elizabeth S. Forman of Burlington County and Jessie F. Lewis of Baltimore County, Maryland the Executrices therein named, are duly authorized to take upon themselves the administration of the estate of the testator, agreeably to the said Will. Witness my hand and seal of office this 24th day of March in the year of our Lord one thousand nine hundred and fifty-five.

GEORGE B. BITTING
Surrogate

By: MARY W. SULLIVAN
Deputy Surrogate

STATE OF NEW JERSEY,)
COUNTY OF BURLINGTON)ss.

Court
Seal

I, GEORGE B. BITTING, Surrogate of the County of Burlington, State of New Jersey, do certify the annexed to be a true copy of the last Will and Testament of Ezekiel T. M. Forman, deceased, late of the County of Burlington, New Jersey, admitted to probate by me, and that Elizabeth S. Forman of Burlington County and Jessie F. Lewis of Baltimore County, Maryland, the Executrixes therein named, are duly authorized to take upon themselves, the administration of the estate of the testator, agreeably to the said Will; Witness my hand and seal of office this 24th day of March in the year of our Lord one thousand nine hundred and fifty five.

GEORGE B. BITTING
Surrogate

By: MARY W. SULLIVAN
Deputy Surrogate

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)ss.

Court
Seal

I, GEORGE B. BITTING, Surrogate for the Probate of Wills and Granting Letters of Administration in and for the said County of Burlington, do hereby certify that the above and foregoing writings are TRUE COPIES OF THE LAST WILL AND TESTAMENT OF Ezekiel T. M. Forman, deceased, late of Green Bank, New Jersey, in the County of Burlington, in the State of New Jersey, together with the affidavits and other proceedings had in this office for the probate thereof, and also the Letters Testamentary issued thereunto to the executor, now of record and about to be recorded in my office; also that the said Will appears to be duly proved according to the laws of the State of New Jersey, and is of force; and that the attestation is in due form according to law.

WITNESS my hand and seal of office, the 24th day of March in the year of our Lord one thousand nine hundred and fiftyfive.

GEORGE B. BITTING
Surrogate

BURLINGTON COUNTY COURT

PROBATE DIVISION

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)ss.

I, A. J. Caffero, Assigned, Judge of the Court of the said County of Burlington, in said State, do hereby certify that GEORGE B. BITTING, whose name, in his own proper handwriting, is subscribed to the foregoing certificate, is, and was, at the time the same bears date, Surrogate of said County and Clerk of the Probate Division of Burlington County Court, and that full faith and credit are due to his official acts. And further, that the seal attached to said certificate is his official seal and the seal of the said Surrogate's Court, and that the said certificate is in due form and made by the proper officer, and would be received in evidence in the Courts of this State.

Court

Seal

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of March A.D. one thousand nine hundred and fifty five.

A. J. CAFFERO
Assigned Judge of the Burlington
County Court Probate Division

BURLINGTON COUNTY SURROGATE'S OFFICE

STATE OF NEW JERSEY)
(ss.
COUNTY OF BURLINGTON)

I, GEORGE B. BITTING, Surrogate and Clerk of the Probate Division of Burlington County Court, in said State, do hereby certify that A. J. Cafiero, whose name is subscribed to the proceeding certificate, is Assigned Judge of Burlington County Court, Probate Division, duly commissioned and qualified, and that his signature to said certificate is genuine. To all whose acts as such full faith and credit are due and given as will in courts of judicature as elsewhere.

Court

Seal

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 24th day of March A.D. one thousand nine hundred and fifty-five.

GEORGE B. BETTING
Surrogate and Clerk of the Probate
Division of Burlington County Court.

In the Orphans' Court for Queen Anne's County, Maryland, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Exemplified Copy of the last Will and Testament of EZEKIEL T. M. FORMAN, late of County of Burlington, State of New Jersey, as filed in this office for record on April 12, 1955 and recorded in Liber E.E.C. No. 1, Folio 396, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland.

Court

Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 6th day of December, 1966.

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's
County, Maryland

COMPLAINANTS' EXHIBIT D-1
Filed Jan. 19, 1967

THIS AGREEMENT OF SALE, made this 27 day of October, 1966, by and between RICHARD T. E. FORMAN, MARY EARLE FORMAN BROWN and JESSIE F. LEWIS, parties of the first part, hereinafter called SELLERS and MARGARET V. FORMAN, wife of Richard T. E. Forman and J. HANSELL LEWIS, husband of Jessie F. Lewis, parties of the second part, hereinafter called SPOUSES, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, party of the third part, hereinafter referred to as PURCHASER.

WITNESSETH, that the Sellers to hereby bargain and sell to the said Purchaser, and the latter does hereby purchase from the former ALL those lots or parcels of land situate, lying and being in the Town of Centreville, Queen Anne's County, State of Maryland, fronting and lying on the northwest side of Front or Commerce Street, being bounded on their northeast side by the property of The Centreville National Bankof Maryland, on their southeast side or front by the said Front or Commerce Street, on their southwest side by the property of Herbert & Shirley Goldstein, formerly of Alfred Green, and on their rear or northwest side by the property of said Goldsteins, and of The Centreville National Bank of Maryland,and being improved by three two story brick store houses; and

BEING the same land which by deed dated March 30, 1916 and recorded among said land records in Liber W.F.W. No. 8 folio 485 was granted and conveyed by Ezekiel M. Forman unto Sarah Catherine Forman.

The above described parcels of land and premises being the same and all of the land of which Sarah Catherine Forman died seized and possessed in the year 1931, leaving a Last Will and Testament dated March 1, 1929 and a First Codicil thereto dated June 30, 1930, both duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of Queen Anne's County in Liber W.T.B. No. 3 folio 321, by which she devised the same for life unto her husband, Ezekiel M. Forman, (since departed this life), then in trust for the life of her son,

Pere T. Forman with remainder in fee simple to her three children, Richard T. E. Forman, Mary Earle Forman (who has since married W. Pernell Brown) and Ezekiel T. M. Forman, in equal shares; the said Ezekile T. M. Forman having died on December 18, 1954, leaving a Will recorded among said Will Records in Liber E.E.C. No. 1 folio 396, by the Second Item of which he devised the same unto his wife, Elizabeth S. Forman, for life and upon her death, to his daughter, Jessie F. Lewis; the said Elizabeth S. Forman having departed this life on February 18, 1959; the said Pere T. Forman having died on September 7, 1962 at which time the said property vested solely in Richard T. E. Forman, Mary Earle Forman Brown and Jessie F. Lewis in equal shares.

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.

1. The price is TWENTY THOUSAND DOLLARS ($20,000.00) of which TWO THOUSAND DOLLARS ($2,000.00) by way of deposit has been paid in the form of a check prior to the signing hereof to Richard T. E. Forman of Easton, Maryland, to be held as Agent for Sellers in a special agency bank account until final settlement hereunder is made, and the further sum of EIGHTEEN THOUSAND DOLLARS ($18,000.00) shall be paid in cash or by certified check upon delivery of the deed.

2. At the time herein provided for the delivery of the deed the Sellers will deliver actual possession of the premises subject to all leases, tenancies or occupancies now in effect.

3. Rents, water and sewer rate charges and taxes and all other public charges levied against the premises for the taxable year in which the deed is delivered shall be apportioned as of the day of delivery of the deed.

4. The buildings, improvements and fixtures herein sold shall, until the full performance of this agreement, be kept insured against loss by fire or other casualty in the amounts now carried on the same, and the Sellers agree to immediately cause the policy or policies of insurance to be so endorsed as to protect all parties hereto, as their interests may appear; and, in case of loss, all sums recovered or recoverable on account of said insurance shall be paid over or assigned on delivery of the deed to the Purchaser, less the sums expended by the Sellers, with the prior approval of the Purchaser, to restore, repair or replace the buildings, improvements and fixtures so damaged and less any sums required by the Sellers' mortgagee to be applied to the mortgage indebtedness; provided, however, to the extent that such sums are not expended for restoration, repairs or replacements they shall be applied to the full balance due on the purchase price; and further provided that to the extent that such sums are required to be applied by Sellers' mortgagee to the mortgage indebtedness, the full purchase price shall be reduced.

In case of partial damage to any building, improvement and fixture from fire or other casualty compensable by such insurance the Purchaser shall have the option to require the Sellers, after due notice, to restore, repair or replace the same at its direction to the extent of all sums recovered or recoverable on account of such insurance; and in case the Sellers fefuse so to do or the Sellers' mortgagee refuses to permit the insurance proceeds to be used for such purposes, then at Purchaser's option any payments made under this agreement shall be thereupon refunded, together with the reasonable expenses incurred for examination of the title, (not exceeding the usual net charges of title insurance companies authorized to do business in Maryland for similar services when no title policy is issued, and the net cost of any survey made at the Purchaser's expense), and all the rights and obligations hereunder shall thereupon become null and void.

The Purchaser shall have the right to purchase at its own expense such other and additional insurance as may be desired, without the necessity of having attached to the policy or policies thereof a loss payable clause in favor the Sellers.

5. If the Sellers shall be unable to convey title or to make conveyance as herein provided or if a change of condition shall occur affecting said premises and not included within the provisions of this agreement, any payments made by the Purchaser on account of the purchase price shall be refunded, together with the reasonable expenses incurred for examination of the title (not exceeding the usual net charges of title insurance companies authorized to do business in Maryland for similar services when no title policy is issued and the net cost of any survey made at the Purchaser's expense) and all the rights and obligations hereunder shall thereupon become null and void, except that if the premises can be restored to their former condition within a reasonable time or if the premises are affected by any encumbrance, outstanding interest or question of title not expressly consented to herein by the Purchaser, which render the Sellers' title to the premises unmarketable or uninsurable, and which may, according to reasonable expectations, be removed within 90 days, the Sellers shall have the privilege to restore said premises to their former condition or to remove or satisfy the same respectively and shall for this purpose be entitled to an adjournment of the closing of title and date of delivery to the deed not exceeding 100 days. The Purchaser may, nevertheless, accept such title as the Sellers may be able to convey, without reduction of the purchase price or any credit against the same and without liability on the part of the Sellers.

Notwithstanding the foregoing: (a) if the premises shall be subject to any lien or charge in a fixed or ascertainable amount the Sellers will pay the same; and (b) if the title defect in question is, according to reasonable anticipation, curable within a period of 90 days the Sellers shall proceed with diligence and good faith to remedy the defect in question.

In the event Purchaser fails to perform any of Purchaaser's agreements herein set forth, all payments made hereunder by Purchaser may, at the option of Sellers, be retained by Sellers as liquidated damages.

6. In consideration of the above agreement, Spouses hereby agree to join in said deed to be executed as aforesaid and to release to the Purchaser all

inchoate rights of dower and other marital rights in said premises.

7. The deed is to be delivered and the consideration paid at the office of Clayton C. Carter, Centreville, Maryland, on December 1, 1966, at 10 o'clock A.M., unless some other time and/or place is mutually agreed upon.

The said deed shall be prepared by the Purchaser's attorney at its expense.

Any and all such instruments shall be recorded among the proper land records at the expense of the Purchaser.

The costs of any title examination or title insurance which the Purchaser may desire shall be paid by it.

Costs of all documentary stamps, recordation tax stamps, and transfer tax, where reauired by law, shall be paid by the Purchaser.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns; provided nothing in this agreement, expressed or implied, is intended to confer upon or against any other person any rights or remedies under or by reason of this agreement.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, when the context so requires.

9. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered or mailed,first class postage prepaid:

(a) If to the Sellers, to Clayton C. Carter, Esquire, Centreville, Maryland.

(b) If to the Purchaser, to it at Centreville, Maryland.

Subject to the right of either Sellers or Purchaser to notify the other party in writing of a new address or a new party to which the same may be sent.

10. Upon payment as above provided of the unpaid balance of purchase price and compliance with all other terms and conditions of this agreement, the Sellers will deliver to the Purchaser a deed for the property (containing covenants against encumbrances and of special warranty and further assurances) and such assignments and other good and sufficient instruments of conveyance and transfer, in form satisfactory to the Purchaser, as shall be effective to vest in the Purchaser a good and marketable fee simple and absolute title (such as a title insurance company authorized to do business in Maryland will approve and insure at its regular rates, subject to the excdptions herein provided) free from all liens and encumbrances except the following (provided they do not materially affect the intended use by the Purchaser of the property for commercial banking or business purposes): as applicable to this property, any use and occupancy restrictions of public record, zoning and subdivision control ordinances, building codes, health regulations, publicly recorded easements and rights relating to public utilities and public roads and any other licenses, easements and rights which may be observed by an inspection of the property.

WITNESS the hands and seals of the parties and to one other exact copy thereof.

WITNESS:

JEAN D. HAYMAKER

JEAN D. HAYMAKER

RAUL A. KEMP

RAUL A. KEMP

JEAN D. HAYMAKER

RICHARD T. E. FORMAN (SEAL)
Richard T. E. Forman

MARY EARLE FORMAN BROWN (SEAL)
Mary Earle Forman Brown

JESSIE F. LEWIS (SEAL)
Jessie F. Lewis

J. HANSELL LEWIS (SEAL)
J. Hansell Lewis

MARGARET V. FORMAN (SEAL)
Margaret V. Forman

ATTEST: (as to corporate seal)

BY: CLAYTON WRIGHT, JR.
Its Cashier

THE CENTREVILLE NATIONAL BANK OF MARYLAND

BY: S. SYDNEY GADD, JR.
Its President

COMPLAINANTS' EXHIBIT D-2
Filed Jan.19, 1967

THIS AMENDMENT OF AGREEMENT OF SALE, made this 30th day of November, 1966, by and between RICHARD T. E. FORMAN, MARY EARLE FORMAN BROWN and JESSIE F. LEWIS, parties of the first part, hereinafter called SELLERS and MARGARET V. FORMAN, wife of Richard T. E. Forman and J. HANSELL LEWIS, hisband of Jessie F. Lewis, parties of the second part, hereinafter called SPOUSES, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, party of the third part, hereinafter referred to

as PURCHASER, WITNESSETH:

WHEREAS, the parties hereto have entered into an Agreement of Sale in writing, dated October 27, 1966, providing for the sale of land on the Northwest side of Commerce Street in Centreville, Maryland, adjoining the property of the purchaser and property of Herbert and Shirley Goldstein, being improved by three two-story brick store houses, for the price of $20,000.00 upon the terms and conditions therein set forth; and

WHEREAS, the interest of Mary Earle Forman Brown in said property is not a fee simple interest and it therefore appears that a proceeding in Equity will be necessary in order to perfect title of said real estate.

NOW, THEREFORE, THIS AMENDMENT OF AGREEMENT OF SALE WITNESSETH that in consideration of the mutual benefits hereby derived, it is covenanted and agreed by and between the parties hereto as follows:

1. The Sellers will forthwith institute and diligently prosecute at their cost a proceeding in the Circuit Court for Queen Anne's County in Equity, under Section 167 of Article 16 of the Annotated Code of Maryland, 1957 Edition, to the end that a trustee may be appointed by said Court to sell said real estate at private sale to the Purchaser upon the same terms and for the same price set forth in said Agreement of Sale dated October 27, 1966, as amended by this instrument, and to convey a good and merchantable fee simple title of said real estate unto the Purchaser upon ratification of said sale and payment of the balance of the purchase price in the sum of $18,000.00 by the Purchaser to the Trustee.

2. Upon demand of the Trustee after the Trustee has made said sale to the Purchaser, Richard T. E. Forman, Agent for the Sellers, will pay over the initial deposit of $2,000.00 to the Trustee.

3. The Purchaser shall have the Sellers' rights of possession of the property on December 1, 1966, when all rents, water and sewer rate charges, taxes and other public charges levied against the premises shall be adjusted.

4. Meanwhile, from the date of this instrument, the Purchaser shall have the right to install a new roof or roofs on the improvements at the Purchaser's expense and to enter said property immediately for that purpose.

5. In the event that said Court fails to appoint said Trustee or ratify said sale or in the event that the Sellers and the Trustee are unable to give a good and merchantable title to said real estate unto the Purchaser at the time of ratification of said sale, any payments made by the Purchaser on account of the purchase price shall be refunded, together with the reasonable expenses incurred for examination of the title, not exceeding the usual net charges of title insurance companies authorized to do business in Maryland for similar services when no title policy is issued, and the net cost of any survey made at the Purchaser's expense, and together with the entire cost of said new roof or roofs, provided, however, that the Sellers shall not be responsible to refund to the Purchaser any amount in excess of $3,500.00 for roofing costs. In the same event or events, the Purchaser will relinquish possession of the premises and account for any net rents, meaning rents actually collected in excess of operating expenses paid or incurred with respect to the property.

6. Premiums on the present insurance policies covering the improvements on the premises shall be adjusted between the parties at the time of final settlement as of December 1, 1966,

7. In all other respects, said Agreement dated October 27, 1966, is hereby ratified and confirmed.

WITNESS the hands and seals of the parties and to one other exact copy thereof.

WITNESS:

MARY E. FORNEY

CLAYTON C. CARTER

JOHN F. REISMULLER

MARY E. FORNEY

JEAN M. REISMULLER

RICHARD T. E. FORMAN (SEAL)
Richard T. E. Forman

MARY EARLE FORMAN BROWN (SEAL)
Mary Earle Forman Brown

JESSIE F. LEWIS (SEAL)
Jessie F. Lewis

MARGARET V. FORMAN (SEAL)
Margaret V. Forman

J. HANSELL LEWIS (SEAL)

THE CENTREVILLE NATIONAL BANK OF MARYLAND

BY: A. SYDNEY GADD JR
President

ATTEST (as to corporate seal):

CLAYTON WRIGHT JR.
Cashier

ANSWER TO PETITION
AND INVESTMENT OF PROCEEDS
Filed Jan. 20, 1967

MARY EARLE FORMAN BROWN, et al.,	:	CHANCERY NO. 4832
Complainants	:	IN THE
-vs.	:	CIRCUIT COURT
RICHARD T. E. FORMAN, et al.,	:	FOR
Respondents	:	QUEEN ANNE'S COUNTY

: : : : : : : : :

ANSWER TO PETITION FOR PARTITION
AND FOR SALE OF CONTINGENT INTERESTS
AND INVESTMENT OF PROCEEDS
WITH RESPECT TO SUCH CONTINGENT INTERESTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE ANSWER of Richard T. E. Forman and Margaret V. Forman, his wife; Margaret F. MacGlashan and Donald W. MacGlashan, her husband; and Catherine F. Hardy and Frank M. Hardy, her husband, to the petition for partition and for sale of contingent interests and investment of proceeds with respect to such contingent interests, heretofore exhibited against them by the complainants, Mary Earle Forman Brown and Jessie Forman Lewis and J. Hansell Lewis, her husband, respectfully shows:

THAT the respondents Richard T. E. Forman and Marbaret V. Forman, his wife; Margaret F. MacGlashan and Donald W. MacGlashan, her husband; and Catherine F. Hardy and Frank M. Hardy, her husband, hereby admit each and every one of the allegations contained in said Petition.

WHEREFORE, these respondents pray that this Honorable Court direct such sales, payments, and investments as may be necessary to protect these respondents and all other persons, whether or not in being, who have any interest in the property which is the subject matter of this cause and for the benefit and advantage of all such persons.

AND AS IN DUTY BOUND, ETC.

RICHARD T. E. FORMAN
Richard T. E. Forman

MARGARET V. FORMAN
Margaret V.Forman

MARGARET F. MACGLASHAN
Margaret F. MacGlashan

DONALD W. MACGLASHAN
Donald W. MacGlashan

CATHERINE F. HARDY
Catherine F. Hardy

FRANK M. HARDY
Frank M. Hardy

I hereby certify that on this 19th day of January, 1967, I mailed a copy of the foregoing answer to each of the following: Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland 21617, and John W. Sause, Jr., 116 Broadway, Centreville, Maryland 21617, solicitors for the complainants,and Howard Wood, 3rd, 119 Lawyers Row, Centreville, Maryland 21617, solicitor for the respondent The Centreville National Bank of Maryland.

RICHARD T. E. FORMAN
Richard T. E. Forman, on behalf of above-signing respondents

ANSWER TO PETITION FOR
PARTITION AND FOR SALE
OF CONTINGENT INTERESTS
Filed Jan. 20, 1967

MARY EARLE FORMAN BROWN, et al. Plaintiffs	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
RICHARD T. E. FORMAN,et al. Defendants	*	Cause No 4832

ANSWER TO PETITION FOR PARTITION AND FOR SALE OF CONTINGENT INTERESTS AND INVESTMENT OF PROCEEDS WITH RESPECT TO SUCH CONTINGENT INTERESTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of The Centreville National Bank of Maryland, a body corporate, by Wood and Bryan, its attorneys, to the petition for partition and for sale of contingent interests and investment of proceeds with respect to such contingent interests heretofore exhibited against it by the Plaintiffs, Mary Earle Forman Brown, Jessie Forman Lewis and J. Hansel Lewis,her husband, respectfully shows:

1. This Defendant admits the allegations of paragraph First of the Petition.

2. This Defendant admits the allegations of paragraph Second of the Petition.

3. This Defendant admits that Sarah Catherine Forman died seized and possessed of the property referred to in paragraph First of the Petition; but this Defendant has no knowledge of the date of the death of Ezekiel M. Forman.

4. That this Defendant admits the allegations of paragraph Fourth of the Petition, but has no knowledge as to whether or not there were any other children of the marriage mentioned.

5. That this Defendant has no knowledge of the matters alleged in paragraph Fifth of the Petition.

6. That this Defendant admits the allegations of paragraph Sixth of Petition, excepting only the allegations that Elizateth S. Forman has died and the allegations respecting the marriage and residence of Jessie F. Lewis appearing in the last to clauses of said paragraph, as to which it has no knowledge.

7. That this Defendant has no knowledge of the matters alleged in paragraph Seventh of the Petition.

8. That this Defendant has no knowledge of the matters alleged in paragraph Eighth of the Petition.

9. That this Defendant admits the allegations contained in paragraph Ninth of the Petition.

10. That this Defendant admits the allegations of paragraph Tenth of the Petition.

11. That this Defendant admits the allegations of paragraph Eleventh of the Petition.

12. That thid Defendant has no knowledge of the matters alleged in paragraph Twelfth of the Petition.

13. That this Defendant has no knowledge of the matters alleged in paragraph Thirteenth of the Petition.

WHEREFORE, this Defendant prays that this Honorable Court require strict proof of the matter of which it has no knowledge and upon satisfactory proof thereof, direct such sales and conveyances as may, upon payment by this Defendant of the agreed contract price, vest a good and marketable title to said real estate in this Defendant, free of the claims of all persons, whether in being or not, who claim or may claim any interest in said land under any of the parties to the decree for sale or under any person from whom any of the parties to such decree claim, or from or under or by the Will of Sarah Catherine Forman, deceased.

And, as in duty bound, etc.,

WOOD AND BRYAN

By: HOWARD WOOD
Howard Wood
Attorneys for The Centreville National Bank of Maryland
119 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of January, 1967, I mailed a copy of the aforegoing answer to each of the following: Clayton C. Carter, Centreville, Maryland and John W. Sause, Jr., Centreville, Maryland, Attorneys for Plaintiffs; Mr. and Mrs. Richard T. E. Forman, 211 South Hanson Street, Easton, Maryland; Mr. and Mrs. Donald W. MacGlashan, 1824 Savo Court, Timonioum, Maryland; and Mr. and Mrs. Frank M. Hardy, Belle Point Farm, Queenstown, Maryland.

HOWARD WOOD

NOTICE TO TAKE EVIDENCE BEFORE EXAMINER
Filed Jan. 23, 1967

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARY EARLE FORMAN BROWN :
JESSIE FORMAN LEWIS and
J. HANSELL LEWIS, her husband :
Complainants

VS. : CHANCERY NO. 4832

:

RICHARD T. E. FORMAN and
MARGARET V. FORMAN, his wife :

MARGARET F. MacGLASHAN and
DONALD W. MacGLASHAN, her husband:

CATHERINE F. HARDY and :
FRANK M. HARDY, her husband

:

THE CENTREVILLE NATIONAL BANK
OF MARYLAND

Respondents :

: : : : : : : : : :

NOTICE TO TAKE EVIDENCE BEFORE EXAMINER

TO: B. HACKETT TURNER, JR.

The above case being at issue, the Plaintiffs desire to take evidence. It is estimated that the Plaintiffs will examine two witnesses and the total examination will take one hour. Pursuant to Rule 580d. please fix a reasonable day for the examination of witnesses and the taking of evidence of which you shall give due notice to all defendants.

CLAYTON C. CARTER
Clayton C. Carter,
Attorney for Plaintiffs
111 Lawyers Row
Centreville, Maryland
Telephone: 758-1680

ORDER OF EXAMINER
Filed Jan. 23, 1967

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARY EARLE FORMAN BROWN :

JESSIE FORMAN LEWIS and :
J. HANSELL LEWIS, her husband
Complainants :

Vs. : chancery no. 4832

RICHARD T. E. FORMAN and :
MARGARET V. FORMAN, his wife
:

MARGARET F. MacGLASHAN and
DONALD W. MacGLASHAN, her husband :

CATHERINE F. HARDY and :
FRANK M. HARDY, her husband
:

THE CENTREVILLE NATIONAL BANK
OF MARYLAND :

Respondents

: : : : : : : : : :

ORDER OF EXAMINER

TO: RICHARD T. E. FORMAN and
MARGARET V. FORMAN, his wife
211 South Hanson Street
Easton, Maryland

MARGARET F. MacGLASHAN and
DONALD F. MacGLASHAN, her husband,
1824 Savo Court
Timonium, Maryland

CATHERINE F. HARDY and
FRANK M. HARDY, her husband
Belle Point Farm
Queenstown, Maryland

HOWARD WOOD, Attorney for
The Centreville National
Bank of Maryland, a body
corporate existing under
the laws of the State of
Maryland

Pursuant to notice from the Attorney for the Plaintiffs in the above entitled cause of a desire to take testimony, I appoint January 24, 1967, at 2:00 P.M., at the law offices of Clayton C Carter, 111 Lawyers Row, Centreville, Maryland, for the taking of testimony and introduction of other evidence. All parties concerned are to attend.

B. HACKETT TURNER JR.

B. Hackett Turner, Jr.
Standing Examiner
109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

DEPOSITION
Filed Jan. 27, 1967

MARY EARLE FORMAN BROWN, et al.	:	IN THE CIRCUIT COURT
vs.	:	FOR
RICHARD T. E. FORMAN, et al.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	CHANCERY NO. 4832

DEPOSITIONS

Notice having been given to the undersigned of the desire of the Plaintiffs to take evidence in the above entitled case and notice of the taking of testimony and the introduction of other evidence having been given to all of the Defendents in the above case by mail notice prior hereto, I did attend at the office of Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland at 2:00 o'clock P.M. on Tuesday, January 24, 1967, Presemt were Clayton C. Carter, Attorney for the Plaintiffs.

After administering the oath to each witness, they were examined orally and the testimony was recorded on an electric recording machine and later transcribed under my direction, after administering the oath to the Stenographer.

Questions by Examiner:

Q. Give your full name, place of residence and occupation?

A. Richard T. E. Forman, 211 South Hansen Street, Easton, Maryland, Accountant.

Q. Is there and other pending litigation between you and any of the parties to this cause?

A. No.

The first witness being produced on behalf of the Plaintiffs, being duly sowrn did despose and say:

Q. State your name, age and address?

A. Charles E. Anthony, Jr., 106 S. Liberty Street, Centreville, Maryland. 38 years old.

Q. Are you familiar with the property known as the Forman Building on Commerce Street in Centreville?

A. Yes I am.

Q. Have you had occasion to appraise this property?

A. I have appraised the property.

Q. Would you please tell us when the appraisal was made?

A. The appraisal was dated October 27, 1966.

Q. Would you briefly describe the property and the condition of the property?

A. The property fronts for about 60 feet on Commerce Street on the West side and has a depth of approximately 48 feet. It has two stories with 2880 feet of floor area on the first floor level. The second floor is only suitable for storage. There is evidence of extensive roof leakage which will require a major expenditure of money to correct. Generally the building is only in fair condition.

Q. Have you hand any prior experience in appraising property?

A. Yes I have.

Q. What qualifications if any do you have?

A. I have been in the Real Estate business for 11½ years in Centreville and during that period of time I have appraised, sold and rented properties similiar to subject property.

Q. Have you ever testified in Court as an appraiser?

A. I have testified in Court on many occasions.

Q. Have you had any special trainin g to to appraisals?

A. I have attended many real estate institutes where I attended classes in appraising

and I am also a graduate of the University of Maryland College of Agriculture which gives me a background in farm appraisals.

Q. In your opinion would this present building and land upon which it sets be susceptible of partition in kind into three or among three different persons?

A. In my opinion it would be impossible.

Q. And what is your reason for your answer?

A. The building as it now exists is two stores and it would seem to me to be very impractical to try to reproduce a third store and then have a joint ownership of a three store unit when actually the three stores would all be contained within the same walls and roof.

Q. Now have you an opinion as to the value of the property at the time of your Appraisal?

A. In my opinion the fair market value of subject property as of October 27, 1966 was $18,500.00. In arriving at this appraisal price the market approach to value was considered and also the income approach to value was considered.

Q. Can you go into any further details as to how you arrived at the valuation ?

A. With the market approach there have been a couple of recent sales that would be of significant value in considering the appraisal. Herbert Goldstein purchase price of about $20,000 which had much more frontage than subject property. Herbert Goldstein also purchased three stores on Water Street that were income producing for a price of about $20,000 within the last year. Two other sales on Commerce Street within the last two or three years would be the sale of Epsteins to Price & Gannon. One store for $10,000 and another store for $10,000, both of which properties extended from Commerce Street to Banjo Lane with a much much greater area of land.

Q. Would you please tell us where those last two buildings are located?

A. Commerce Street.

Q. What part of Commerce Street are they located?

A. Approximately one-half a block North of subject property on the East side of Commerce Street.

Q. And what do these face?

A. They face Commerce Street.

Q. On the opposite side of the Street?

A. On the East side which would be the opposite side of the Street.

Q. What do they look out upon?

A. Commerce Street and also the Courthouse. The Queen Anne's County Courthouse.

Q. Have you made a written appraisal of this property?

A. Yes I have.

Q. Would you hand that to me?

A. Yes I will.

I would like this marked as Plaintiff's Exhibit No. 1.

The next witness being produced on behalf of the Plaintiffs, being duly sworn, did depose and say:

Q. You are the same Richard T. E. Forman who is one of the Defendants in this case?

A. Yes.

Q. Would you please look at this paper which I hand you and identify it?

A. I identify this paper as the deed from Ezekiel M. Forman to Sarah Catherine Forman, his wife.

Q. To what property?

A. To the property located on the West side of Commerce Street adjacent to The Centreville National Bank and to the Goldstein Property known as the Green Property.

I ask that this be marked as Plaintiff's Exhibit No. 2.

Q. Is the Grantee, Sarah Catherine Forman named in the deed just discussed still living?

A. No she is dead.

Q. When did she die?

A. She died February 1931.

Q. Did she die testate or intestate?

A. She died testate.

Q. I hand you this paper now and ask you to identify it?

A. I identify this paper as being the Will of my Mother, Sarah Catherine Forman, together with Codicils attached.

I ask that this be marked as Plaintiff's Exhibit No. 3.

Q. Is Ezekiel M. Forman named in the Will still living?

A. No he is deceased.

Q. When did he die?

A. He died October 1943.

Q. What children if any did your Mother have during her lifetime?

A. Pere T. Forman, Ezekiel T. M. Forman, Mary Forman Borwn and myself.

Q. Is Pere T. Forman, your brother named in the Will still living?

A. No he died in September 1962.

Q. Did he have any or had he ever been married or did he have any children?

A. No.

Q. Is your brother, Ezekiel T. M. Forman still living?

A. N he is deceased.

Q. When did he die?

A. He died December 1954.

Q. Where was he residing at the time of his death?

A. Residing Burlington County, New Jersey.

Q. Did he die testate or intestate?

A. Testate.

Q. I hand you this paper and ask you to identify it?

A. I identify this as being the Last Will and Testament of my brother, Ezekiel M. Forman.

I ask that this be marked as Plaintiff's Exhibit No. 4.

Q. Is Elizabeth S. Forman, his wife, named in the Will living or dead?

A. She is deceased.

Q. By whom was she survived?

A. She was survived by one daughter, Jessie Forman Lewis.

Q. Did your sister Mary ever marry?

A. Yes.

Q. To whom was she married?

A. William Purnell Brown.

Q. Is he living or dead?

A. He is deceased.

Q. Did she have any children of that marriage or any other marriage?

A. No.

Q. What is the age of your sister?

A. 75.

Q. Is your sister, I mean your niece, Jessie Lewis married and if so, what is the name of her husband.

A. She is married to J. Hansell Lewis.

Q. Are you married?

A. Yes I am.

Q. And what is your wife's name?

A. Margaret Valliant Forman.

Q. Do you have any children of your marriage?

A. Two children.

Q. Give their names?

A. Margaret Valliant Forman and Catherine Earle Forman.

Q. If either are married give the names of their husbands?

A. Margaret Valliant Forman's husband is Donald W. MacGlashan and Kate's husband is Frank M. Hardy.

Q. I now hand you this paper and ask you to identify it?

A. I identify this as the Agreement of Sale between the Forman Family heretofore mention d and The Centreville National Bank of Maryland.

Q. For what property?

A. The property on the West side of Commerce Street bounded by the Centreville National Bank and the Goldstein Property.

Q. Is this commonly known as the Forman Building?

A. It is known as the Forman Building, thats right.

Q. And what is the total purchase price?

A. The whole purchase price is $20,000.00.

I ask that this be marked as Plaintiff's Exhibit No. 5-A.

Q. I hand you now this paper and ask you to identify it?

A. This is an Amendment to an Agreement made as aforesaid mentioned and signed by the various members of the Forman Family and The Cenreville National Bank.

I ask that this be marked as Plaintiff's Exhibit No. 5-B.

Q. At the time that the deed was given to your Mother in 1916 the property was described as being improved by a three two story brick store houses. Would you please briefly describe the building and the way it is now set up?

A. The building is now set up with about 60 feet frontage on Commerce Street and runs into the back about 43 to 45 feet and is occupied now as two stores, one by G. Myron Latshaw and his jewelry store and the other by Goldstein as The Family Shoe Store. The Family Shoe Store occupies two of the stores.

Q. What was the condition of this building at the time you entered into the sale with The Centreville National Bank on October 27, 1966?

A. The building was only in fair repair. They have had considerable trouble with the roof and I had gotten estimates from The Church Hill Lumber Company and upon their advice it would have created an expenditure of better than $3,000 to put the roof on and the leaks having occurred created wall troubles and I have no way of judging exactly how much but it would have been a major expenditure to put this building back in good repair.

Q. And at the time you en ered into the said Contract was any of the building rented?

A. The entire building was rented.

Q. Wpuld you please describe what rental units I mean would you describe each rental unit and the rents?

A. The store occupied by Goldstein at the time of this Agreement was $130.00 a month and the store occupied by Mr. Latsha was $65. a month.

Q. Did you have any long term leases on these units?

A. I had no lease with Mr. Goldstein, the same having expired August 1st. The lease with Mr. Latshaw is an annual lease and notice would have to be given him by December 31st to move out by the following July and no notice to my knowledge has beenn given.

Q. Has Mr. Goldstein ever renewed the lease which expired in August of 1966?

A. No he has not.

Q. As a resutl of that what happened?

A. Mr. Goldstein at the time around I think it was July offered me $100 a month rental for the two stores which I declined. Later on I told him I would not go back further then 10 or 15 years on the value of leases. At that time I told him the rent would be monthly at $130.

Q. What had you been getting prior to that?

A. $170.00.

Q. In your opinion could this store building be divided or partitioned in kind without loss or injury to the parties having an interest in the same?

A. I don't see how it could be possible to split them because of the common roof and the common walls. Two of the stores now occupied by one store and I just don't think it would be at all feasible to make an attempt to do it.

Q. In your opinion would a sale of the Forman Building at a price of $20,000.00 as

provided in the Contract of Sale previously eluded to be to the advantgage of all persons having an interest in the same?

A. Financially?

Q. Yes.

A. Well I think that we could take the money and put it into Building & Savings & Loan and almost a savings account anywhere and get better return than what the stores are bringing in at the present time. Then there is no assurance at all as to how long two of the stores are going to be rented as we have no lease whatever with Mr. Goldstein and furthermore I had made an effort to rent these stores. Sometime in February I wrote to two real estate companies one was the Yates, I mean Linwood C. Yates & Co. and Anthony & Co. To date I have not had any response.

Q. Have you acted as Agent for the other owners and for yourself in managing and renting of the Forman Building?

A. Yes.

Q. How long?

A. At least 25 years.

Q. Do you have any records of the amount of the rents and expenses on the same building?

A. Yes. For the years 1960 to 1966 the net income was approximately $1,500 which averaged about $500 for each owner. In 1966 the rents were reduced on the Goldstein Store and usin, the same averages for the expenses, I fugure that the net income would be $888 in 1967, but there is no assurance that Mr. Goldstein will continue to rent the one store because I have no lease with him.

Q. Are all parties to this proceeding of full legal age and competant to make a valid deed or contract?

A. Yes they are.

There being no other evidence offered, I then at the request of the attorney for Plaintiffs, close the depositions and now return the same closed under my hand and seal this 27th day of January, 1967.

I HEREBY CERTIFY that:

A. 1. Plaintiff's Exhibit No. 1 Written appraisal of Charles E. Anthony, Jr. dated January 24, 1967.

2. Plaintiff's Exhibit No. 2 Certified copy of deed dated March 30, 1916 from Ezekiel M. Forman to Sarah Catherine Forman recorded in Liber W.F.W. No. 8 folio 485, a Land Record Book for Queen Anne's County.

3. Plaintiff's Exhibit No. 3 Certified copy of Last Will and Testament of Sarah Catherine Forman dated March 1, 1929 and Codicil thereto dated June 30, 1930 recorded in Liber W.T.B. No. folio 319 a Will Record Book in the Orphans' Court for Queen Anne's County.

4. Plaintiff's Exhibit No. 4 Certified copy of Last Will and Testament of Ezekiel T. M. Forman dated March 16, 1954 and recorded in Liber E.E.C. No. 1 folio 396 a Will Record Book in the Orphans' Court for Queen Anne's County.

5. Plaintiff's Exhibit No. 5-A Copy of Agreement of Sale dated October 27, 1966 between Richard T. E. Forman et al. and The Centreville National Bank.

6. Plaintiff's Exhibit No. 5-B Amendment to Agreement of Sale dated November 30, 1966 between Richard T. E. Formanet al. and The Centreville National Bank of Maryland.

The above exhibits which are attached hereto were filed at the depositions.

B. The following costs are chargeable in this case, to wit:

1.	B. Hackett Turner, Jr., Examiner	$ 10.00
2.	Jean D. Haymaker, Stenographer	15.00
3.	Charles E. Anthony, Jr., Expert witness . .	30.00
		$ 55.00

C. The depositions were commenced at 2:00 o'clock P.M. and adjourned at $2.45 o'clock P.M.

B. HACKETT TURNER (SEAL)
Examiner

ANTHONY & CO.
117 West Water Street, Centreville, Maryland 21617
REAL ESTATE
SALES AND APPRAISALS

January 25, 1967

Mr. Clayton C. Carter, Attorney-at-Law,

Centreville, Maryland

Appraisal and Testimony in regards to Forman Estate $30.00

PLAINTIFF'S EXHIBIT NO. 1
Filed Jan. 27, 1967

Phone 301-758-1280

ANTHONY & CO.
117 West Water Street, Centreville, Maryland 21617

Mr. Clayton C. Carter, Attorney-at-Law,
Centreville,
Maryland.

Dear Mr. Carter;

In accordance with your request, I have appraised the property owned by Richard T. E. Forman, Mary F. Brown and Jessie F. Lewis. This property is located on the west side of Commerce St. in Centreville, Md., and consists of two commercial stores.

The improvement has 60 ft. of frontage with 48 ft. of depth, two stories with 2880 sq. fts on the first floor level. The second floor is only suitable storage. There is evidence of extensive roof leakage which will require a major expenditure of money to correct. Generally the building is only in fair condition.

In arriving at this appraisal price, the market approach to value has been considered and also the income approach to value

In the opinion of the appraiser, the fair market value of subject property as of Oct. 27, 1966 was Eighteen Thousand Five Hundred ($18,500) Dollars.

The undersigned is a licensed Real Estate Broker with over eleven years experience appraising, selling and renting property in the immediate area of subject property.

I hereby certify that I have personally inspected this property and that I have no interest present or prospective therein.

Very truly yours,

CHARLES E. ANTHONY, JR.
Charles E. Anthony, Jr.
Anthony & Co.

CEA/McL

FOR EXHIBIT NO. 2 - See COMPLAINANTS' EXHIBIT A

FOR PLAINTIFF'S EXHIBIT No. 3 - See COMPLAINANTS' EXHIBIT B

FOR PLAINTIFF'S EXHIBIT No. 4 - See COMPLAINANTS' EXHIBIT C

FOR PLAINTIFF'S EXHIBIT No. 5-A See COMPLAINANTS' EXHIBIT D-1

FOR PLAINTIFF'S EXHIBIT No. 5-B See COMPLAINANTS' EXHIBIT D-2

DECREE
Filed Feb. 10, 1967

MARY EARLE FORMAN BROWN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN et al.	:	IN EQUITY
	:	CHANCERY NO. 4832

D E C R E E

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court that the lands therein described cannot be divided without loss or injury to the parties, and it further appearing that a sale of said lands would be advantageous to the parties concerned.

IT IS THEREUPON, on this 10th day of February, 1967, 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 proceed-

ings were by the Court read and considered, and it appearing to the Court that the lands therein described cannot be divided without loss or injury to the parties, and it further appearing that a sale of said lands would be advantageous to the parties concerned.

IT IS THEREUPON, on this 10th day of February, 1967, by the Circuit Court for Queen Anne's County, in EQUITY, ADJUDGES, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold unto The Centreville National Bank of Maryland for the sum of Twenty Thousand Dollars ($20,000.00) upon the terms set forth in the agreements filed in these proceedings as "Complainants' Exhibits D-1 and D-2" and one-third of the net proceeds of sale limited so as to enure in like manner for the benefit of Mary Earle Brown and others as by the original devise under the terms of the last will and testament and first codicil thereto of Sarah Catherine Forman, deceased, filed in these proceedings as "Complainants' Exhibit B", and one-third of the net proceeds of sale paid unto Jessie Forman Lewis and the remaining one-third paid unto Richard T. E. Forman.

That Richard T. E. Forman, of Talbor County, be and he is hereby appointed to make sale thereof, but before he shall proceed to act as such Trustee, he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by said Clerk, in the penalty of Twenty Thousand Dollars, if corporate surety, or in double that amount if personal sureties, conditioned on faithful performance and execution of the trust reposed in him.

That as soon as may be practical after he has made sale of said property unto said purchaser in accordance with the terms and conditions set forth in the aforesaid "Complainants' Exhibits D-1 and D-2", but in no event more than thirty days after the date thereof, said Trustee shall render to this Court a full and particular report of the proceedings relative to such sale with an affidavit of the fairness of the sale and of the truth of the report annexed thereto.

That said Trustee shall comply with Maryland Rule BR6 b3.

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 purchaser's expense, convey to the purchaser, the property and estate so sold to it, 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 distributed 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.

GEORGE B. RASIN, JR.
Judge

BOND
Filed Feb. 24, 1967

RECEIVED FOR RECORD Feb. 24, 1967

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard T.E. Forman of Easton, Talbot 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 23rd day of February in the year of our Lord one thousand nine hundred and sixty-seven.

WHEREAS, the above bounden Richard T. E. Forman 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 the Real Estate mentioned in the proceedings in the case of MARY EARLE FORMAN BROWN, et al CHY NO. 4832 vs. RICHARD T. E. FORMAN, et al now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard T. E. Forman, 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:

JAMES T. HORNEY

RICHARD T. E. FORMAN (SEAL)
Richard T. E. Forman

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

By DOROTHY E. CONNOLLY
Attorney in Fact

By CLAYTON C. CARTER
As to Surety

Seal's Place

Surety approved & Bond filed
Feb. 24, 1967

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 177, 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 February in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Feb. 24, 1967

MARY EARLE FORMAN BROWN et al.	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN et al.	:	IN EQUITY
		NO. 4832

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Richard T. E. Forman, Trustee, appointed by Decree of this Court, passed in the above-entitled cause on the 10th day of February, 1967, to make sale of certain real estate therein mentioned, respectfully shows:

1. That pursuant to the above mentioned decree, he did furnich bond with security conditions 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.

2. That thereupob,pursuant to said Decree, your Trustee proceeded in accordance with the terms of the Agreement of Sale dated October 27, 1966, between Richard T. E. Forman, et al., and The Centreville National Bank of Maryland, and Amendment to Agreement of Sale dated November 30, 1966, between Richard T. E. Forman, et al., and The Centreville National Bank of Maryland (heretofore filed in these proceedings and marked "Complainants' Exhibit D-1 and D-2") to sell the lot or parcel of land mentioned and described in these proceedings and more fully described in the aforesaid Agreement of Sale, unto The Centreville National Bank of Maryland at and for the sum of Twenty Thousand Dollars ($20,000.00) in accordance with the terms and conditions set forth in said Agreement of Sale as amended.

3. That the said Purchaser has complied with the terms of said sale by paying the sum of $2,000.00 by way of deposit, which has been paid over unto your Trustee.

4. Your Trustee expects the Purchase to comply with all other terms set forth in said Agreement of Sale as amended.

Respectfully submitted:

RICHARD T E FORMAN
Trustee

STATE OF MARYLAND,

TALBOT COUNTY, sct:

I HEREBY CERTIFY, that on this 23 day of February, 1967, before me, a Notary Public in and for theState and County aforesaid, personally appeared RICHARD T. E. FORMAN, the Trustee in the above-entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

JAMES T. HORNEY
Notary Public

My commission expires: July 1, 1967

ORDER NISI ON SALE
Filed Feb. 24, 1967

ORDER NISI ON SALE

Mary Earle Forman Brown et al	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
Richard T. E. Forman and Margaret V. Forman, his wife et al	)	Cause No. 4832

ORDERED, this 24th. day of February, 1967, that the sale of the real property, made and reported in this cause by Richard T. E. Forman, Trustee be ratified and confirmed, on or after the 27th. day of March, 1967, 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 successibe weeks berore the 20th. day of March, 1967.

The report states the amount of sales to be $20,000.00.

CHARLES W. CECIL, Clerk

Filed February 24, 1967

AFFIDAVIT OF PURCHASER
Filed Feb. 24, 1967

MARY EARLE FORMAN BROWN et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN et al.	:	IN EQUITY
		NO. 4832

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 24th day of February, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared A. SYDNEY GADD, JR., President of The Centreville National Bank of Maryland, and made oath in due form of law as follows:

That The Centreville National Bank of Maryland was not acting as Agent for anyone in purchasing the real estate sold in this Cause;

That no other persons are interested in said real estate 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
My Commission expires: July 1, 1967

KATHERINE C. O'NEAL
Notary Public

EXCEPTIONS TO RATIFICATION OF SALE
Filed March 10, 1967

MARY EARLE FORMAN BROWN, et al., Plaintiffs	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	In Equity
RICHARD T. E. FORMAN, et al. Defendants	*	Cause No. 4832

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Centreville National Bank of Maryland, by Wood and Bryan, its attorneys, excepts to the ratification of the sale of real estate to the exceptiant reported by Richard T. E. Forman in these proceedings, and for grounds of exception, says:

1. That the depositions filed in the cause failed to show affirmatively that all persons are parties who would beentitled if the contingency (i.e., the death of Mary Earle Forman Brown without a child or children fol-

lowing the death of Richard T. E. Forman) had happened at the date of the decree, for that:

(a) There is no showing that there are no children of deceased children of Richard T. E. Forman now in being;

(b) There is no showing that Richard T.E. Forman has no living children other than by his present marriage;

2. That the Report of Sale was executed berore the Trustee filed his bond, in violation of Maryland Rule BR3a requiring that a trustee file bond before making a judicial sale.

3. And for other reasons to be shown at the hearing on these exceptions.

And as in duty bound, etc.,

WOOD AND BRYAN

By: HOWARD WOOD
(Howard Wood)

Attorneys for Exceptant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 9th day of March, 1967, I mailed a copy of the aforegoing Exceptions to each of the following: Clayton C. Carter, Esq., Centreville, Maryland, Attorney for Plaintiffs; Mr. and Mrs. Richard T. E. Forman, 211 South Hanson Street, Easton, Maryland; Mr. and Mrs. Donald W. MacGlashan, 1824 Savo Court, Timonium, Maryland; and Mr. and Mrs. Frank, M. Hardy, Belle Point Farm, Queenstown, Maryland.

HOWARD WOOD
(Howard Wood)

AFFIDAVIT IN OPPOSITION TO
EXCEPTIONS TO RATIFICATION
OF SALE
Filed March 17, 1967

MARY EARLE FORMAN BROWN, ET AL. PLAINTIFFS	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
RICHARD T. E. FORMAN, ET AL. DEFENDANTS	:	NO. 4832

AFFIDAVIT IN OPPOSITION TO
EXCEPTIONS TO RATIFICATION
OF SALE

STATE OF MARYLAND,
sct:
TALBOT COUNTY,

I HEREBY CERTIFY on this 15 day of March, 1967, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared RICHARD T. E. FORMAN and after being duly sworn did depose and say:

That I am Richard T. E. Forman, one of the Defendants in the above-entitled cause, who testified on depositions on January 24, 1967 filed in this cause on January 27, 1967,

I have only been married once and have only had two children, who are Margaret Valliant Forman MacGlashan and Catherine Earle Forman Hardy.

I have no deceased children or children or descendants of deceased children.

AS WITNESS my hand and Notarial Seal.

JAMES T. HORNEY
Notary Public

Notary
Public
Seal
My
Commission expires: July 1, 1967

ORDER OF COURT
Filed March 22, 1967

MARY EARLE FORMAN BROWN, et al. Plaintiffs	In the Circuit Court for Queen Anne's County
vs.	in Equity

RICHARD T. E. FORMAN, et al.,
Defendants

Cause No. 4832

ORDER OF COURT

The Purchaaerls Exceptions to the ratification of the sale of real estate reported in this cause having come on for hearing, and counsel for the Trustee and for the Purchaser having been heard, IT IS, this 22nd day of March, 1967, ORDERED, by the Circuit Court for Queen Anne's County, in Equity, that the exceptions set forth in Paragraph No. 1 of the Exceptions are hereby overruled and the exceptions set ofth in Paragraph No. 2 of the Exceptions are hereby sustained.

HARRY E. CLARK
Judge

AMENDED REPORT OF SALE
Filed March 22, 1967

MARY EARLE FORMAN BROWN et al.	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN et al.	:	IN EQUITY
	:	No. 4832

AMENDED REPORT OF SLAE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Amended Report of Richard T. E. Forman, Trustee, appointed by Decree of this Court, passed in the above-entitled cause on the 10th day of February, 1967, to make sale of certain real estate therein mentioned, respectfully shows:

1. That pursuant to the above mentioned decree, he did furnish 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.

2. That thereupon, pursuant to said Decree, your Trustee proceeded in accordance with the terms of the Agreement of Sale dated October 27, 1966 between Richard T. E. Forman, et al., and The Centreville National Bank of Maryland, and Amendment to Agreement of Sale dated November 30, 1966, between Richard T. E. Forman, et al., and The Centreville National Bank of Maryland (heretofore filed in these proceedings and marked "Complainants' Exhibit D-1 and D-2") to sell the lot or parcel of land mantioned and described in these proceedings and more fully described in the aforesaid Agreement of Sale, unto The Centreville National Bank of Maryland at and for the sum of Twenty Thousand Dollars ($20,000.00) in accordance with the terms and conditions set forth in said Agreement of Sale as amended.

3. That the said Purchaser has complied with the terms of said sale by paying the sum of $2,000.00 by way of deposit, which has been paid over unto your Trustee.

4. YOur Trustee expects the Purchaser to comply with all other terms set forth in said Agreement of Sale as amended.

Respectfully submitted:

RICHARD T E FORMAN
Trustee

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 22nd day of March, 1967, before me, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD T. E. FORMAN, the Trustee in the above-entitled cause, and made oath in due for of law that the matters and facts set forth in the aforegoing Amended Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal
My Commission expires: July 1, 1967

JEAN D. HAYMAKER
Notary Public

ORDER NISI ON SALE
Filed March 22, 1967

ORDER NISI ON SALE

Mary Earle Forman Brown, et al.	)	In the Circuit Court
vs.		for Queen Anne's County

Richard T. E. Forman, et al.)
) In Equity
) Cause No. 4832

ORDERED, this 22nd. day of March, 1967, that the sale of the real property, made and reported in this cause by Richard T.E. Forman, Trustee, be ratified and confirmed, on or after the 24th. day of April 1967, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newapaper published in Queen Anne s County, Maryland, once in each of three successive weeks before the 17th. day of April, 1967.

The report states the amount of sales to be $20,ooo.oo.

CHARLES W. CECIL Clerk

Filed March 22, 1967

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed April 24, 1967

ORDER NISI ON SALE

Mary Earle Forman Brown, et al.
vs.
Richard T.E. Forman, et al

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

Cause No. 4832

ORDERED, this 22nd, day of March, 1967, that the sale of the real property, made and reported in this cause by Richard T. E. Forman, Trustee, be ratified and confirmed, on or after the 24th day of April, 1967, 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 berore the 17th day of April, 1967.

The report states the amount of sales to be $20,000.00.

CHARLES W. CECIL, Clerk

Filed: March 22, 1967
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., April 24, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI in the case of 4832 BROWN VS FORMAN 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 17 day of April, 1967, and tha the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of March 1967 and the last insertion on the 13 day of April,1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

FINAL RATIFICATION OF SALE
Filed April 25, 1967

MARY EARLE FORMAN BROWN et al	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD T. E. FORMAN, et al.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY NO. 4832

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 25th day of April, 1967, that the sale of the real estate made and reported in this cause by Richard T. E. Forman, 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 Trustee is allowed the usual commissions and such proper expenses, not personal,as he shall produce vouchers thereof to the Auditor.

THOS J. KEATING JR.
Judge

REPORT OF AUDITOR
Filed May 3, 1967

MARY EARLE FORMAN BROWN, et al

vs.

RICHARD T. E. FORMAN, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4832

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 Richard T.E. Forman, Trustee, who was by decree of this Court of February 10, 1967, 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 with account the said Trustee was charged with the proceeds of sale and refund on taxes, municipal charges and insurance and is allowed thereafter one-third of his commissions,per his request, for making said sale, the Court costs, the costs of publishing the Order Nisi of Sale and the fee of your Auditor for stating this audit, and the balance was directed to be distributed under the will of Sarah Catherine Forman. There was no state inheritance tax due the State of Maryland.

Respectfully submitted,

J THOMAS CLARK
Auditor

Cause No. 4832

The proceeds of the sale of real estate reported in this cause, in account with Richard T.E. Forman, Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vindor of said land).

Cr.

1967			
Apr. 25	By proceeds of the sale of land, per report of sale of said vendor, to wit:		$20,000.00
	By refund on taxes, municipal charges and insurance , per settlement sheet		808.09
	By gross proceeds of sale		$20,808.09

Dr.

To Richard T.E. Forman, Trustee, one third of his commissions on sales price, per report of sale, he having waived balance, per Exhibit A Attached hereto, the sum of			$ 383.33
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:			
1-Costs of Charles W. Cecil, Clerk	$98.05		
2-Costs of B.H. Turner, Examiner	10.00		
3-Costs of Jean D. Haymaker, Steno	15.00		
4-Costs of Charles E. Anthony, Jr., witness fee	30.00		
5-Costs of Dorothy E. Connolly, register of wills	10.50		
6-Appearance fee of Clayton C. Carter and John W. Sause, Jr., Attorneys	10.00		
7-Appearance fee of Howard Wood, Attorney	10.00		183.55
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 Queen Anne's Record-Observer, for publishing Order Nisi of Sale, per receipt exhibited, to wit:			14.00
To J. Thomas Clark, Auditor, for stating this account, the sum of			72.00
To amount to be carried forward for distribution under will of Sarah Catherine Forman, the sum of		$20,140.21	
		$20,808.09	$20,808.09

May 3, 1967

Auditor

Cr.

By balance carried forward for distribution under the will of Sarah Catherine Forman---------- $20,140.21

Dr.

To Richard T. E.Forman, one-third of the same, or the sum of ----------	$6,713.40	
To Jessie F. Lewis, one-third of the same, or the sum of ----------	6,713.40	
To Mary Earle Forman Brown, one-third of the same, for life or to her trustee to be appointed ----------	6,713.41	
	$20,141.21	$20,140.21

May 3, 1967

J THOMAS CLARK
Auditor

AUDITOR'S EXHIBIT "A"
Filed May 3, 1967

MARY EARLE FORMAN,BROWN, et al. : IN THE CIRCUIT COURT

VS. : FOR

RICHARD T. E. FORMAN, et al. : QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4832

The undersigned Trustee hereby waives two-thirds (2/3rds) of the usual commissions allowed Trustees for selling real estate under the rule of thiscourt.

RICHARD T E FORMAN
Richard E. E. Forman

CERTIFICATE OF NOTICES MAILED
Filed May 3, 1967

MARY EARLE FORMAN BROWN et al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

RICHARD T. E. FORMAN, et al. IN EQUITY

No. 4832

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 3, 1967, 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 intereste parties to this cause, to wit:

Richard T. E. Forman, Trustee
211 South Hanson Street
Easton, Maryland

Clayton C. Carter
204 N. Commerce St.
Centreville, Maryland

John W. Sause, Jr.
116 Broadway
Centreville, Maryland

Mary Earle Forman Brown
Centreville, Maryland

Jessie Forman Lewis
R.F.D. No. 2, Box 135
Egg Harbor City,New Jersey

Catherine F. Hardy
Belle Point Farm
Queenstown, Maryland

The Centreville National
Bank of Maryland
A. Sydney Gadd, Jr., Pres.
Centreville, Maryland

Howard Wood
119 Lawyers Row
Centreville, Maryland

Margaret F. MacGlashan
1824 Savo Court
Timonium,Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 3, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May

18, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 19, 1967.

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed May 3, 1967

NISI RATIFICATION OF AUDIT

MARY EARLE FORMAN BROWN et al.)
) In the Circuit Court
VS.) for Queen Anne's County
)
) In Equity
RICHARD T. E. FORMAN, et al.)
Cause No. 4832

ORDERED, this 3rd day of May , 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of May , 1967, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed May 3, 1967

FINAL RATIFICATION OF AUDIT
Filed May 24, 1967

MARY EARLE FORMAN BROWN, et al. : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN, et al. : IN EQUITY
: NO. 4832

FINAL RATIFICATION OF AUDIT

ORDERED, this 24th day of May, 1967, 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 by first class mail to all interested parties as shown by certificate filed by the Auditor; and Richard T. E. Forman, 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.

PETITION
Filed May 24, 1967

MARY EARLE FORMAN BROWN, et al. : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNE'S COUNTY
RICHARD T. E. FORMAN, et al. : IN EQUITY
: NO. 4832

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. E. Forman, Trustee, in the above entitled cause, unto your Honors respectfully shows:

1. That your Petitioner in this cause has on hand the sum of $6,713.41 of the net proceeds of the sale made in this cause which inure in like manner as by the Will of Sara Catherine Forman, deceased, to the use of the same parties who would be entitled to the land sold, all of which will more fully appear in Paragraph Sixth and Eighth of the Petition filed in this cause on January 19, 1967.

2. That pending the contingencies therein set forth, it would appear to be necessary for your Petitioner or someone else to be appointed by this Honorable Court to invest said proceeds under the jurisdiction of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order to have said proceeds administered under the jurisdiction of this Court.

Respectfully submitted:

RICHARD T. E. FORMAN
Petitioner

CONSENT OF BENEFICIARY
Filed May 24, 1967

CONSENT OF BENEFICIARY

The undersigned has read the within Petition and prays this Honorable Court to pass the order prayed and to continue Richard T. E. Forman as Trustee of said proceeds.

MARY F. BROWN
Mary F. Brown

ORDER OF COURT
Filed May 26, 1967

ORDER OF COURT

Upon the foregoing Petition and Consent it is ORDERED this 26th day of May, 1967, by the Circuit Court for Queen Anne's County in Equity, that the sum of $6,713.41 of the net proceeds of the sale made in this cause be administered under the jurisdiction of this Court to inure in like manner as by the Will of Sarah Catherine Forman, deceased, to the use of the same parties who would be entitled to the land sold and that Richard T. E. Forman shall continie as Trustee in this cause of said proceeds, provided he shall file with the Clerk of this Court a bond to the state of Maryland in the penalty of Seven Thousand Dollars ($7,000.00) with surety as shall be approved, pursuant to Maryland Rule H 2, and upon the condition required in Maryland Rule V 73 b.

THOS J KEATING JR.
Judge

CERTIFIED COPY OF BOND
Filed May 29, 1967

FIDELITY AND DEPOSIT COMPANY
HOME OFFICE . . OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard T. E. Forman of 211 S. Hanson Street, Easton, 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 SEVEN THOUSAND ($7,000.00)--Dollars, to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed withour seals and dated this 27th day of May in the year of our Lord one thousand nine hundred and sixty-seven.

WHEREAS, the above bounden Richard T. E. Forman 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 administer the sum of $6,713.41 of the net proceeds of the sale made in said cause under the jurisdiction of the Court toinure in like manner as by the Will of Sara Catherine Forman, deceased, to the use of the same parties who would be entitled to the land sold and mentioned in the proceedings in the case of MARY EARLE FORMAN BROWN VS. RICHARD T. E. FORMAN, et al Chancery No. 4832 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard T. E.Forman 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:

MARGARET V. FORMAN

RICHARD T. E. FORMAN (SEAL)
Richard T. E. Forman

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By DOROTHY E. CONNOLLY
Attorney-in-Fact

WITNESS:

BY ANN M. STARKEY
As to Surety

Security approved and bond filed May 29, 1967

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 201, 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

Circuit Court Seal

this 29th day of May in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL

Clerk

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twelfth day of January in the year nineteen hundred and sixty-seven, the following BILL OF COMPLAINT was filed for record, to wit:

PEARLE V. ZEIGLER 5945 Sunset Drive Baltimore, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	
JOHN W. HOOD Grasonville Queen Anne's County, Md.	:	QUEEN ANNE'S COUNTY
and	:	IN EQUITY
VIRGINIA P. HOOD Grasonville Queen Anne's County, Md. Defendants	:	4831

: : : : : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Pearl V. Zeigler, Plaintiff, by Z. Townsend Parks, Jr., her attorney, respectfully represents unto Your Honor:

1. That the Plaintiff herein was married unto Herbert L. Zeigler (now deceased), and prior to his death, the Plaintiff and her said husband, on or about May 15, 1958, purchased a fee simple property situate in Queen Anne's County and known as Lot 54 in a development known as "Queen Anne's on Wye." Thereafter, the Plaintiff and her husband improved said lot with a substantial dwelling; the present value of said land and improvements approximates $30,000. A certified copy of a deed of the aforesaid property from North American Enterprises, Inc., to Herbert L. Zeigler and Pearl V. Zeigler, his wife, is attached hereto as "Plaintiff's Exhibit No. 1

2. That Herbert L. Zeigler, husband of the Plaintiff herein, departed this life on or about July 31, 1962, thereby vesting title in the aforesaid property solely in the Plaintiff. The property was then and is now free and unencumbered, in fee simple.

3. That the Plaintiff was in poor health, and upon one of her visits to the home of her daughter, Virginia P. Hood, at 1117 Baker Avenue, Baltimore County Maryland, it was suggested that Virginia P. Hood and her husband, John W. Hoof, and their three children, more to the Plaintiff's property in Queen Anne's County, Maryland, and occupy the residence of the Plaintiff herein and take care of her during the balance of her life, the Defendants to pay all expenses in connection with said property, including taxes, fuel oil, maintenance, telephone, gas, electric, as will as food and clothing for the Plaintiff, provided the Plaintiff would so arrange the title to said property that the Plaintiff would have a bare life estate therein, with the remainder after the Plaintiff's death unto the Defendants, Virginia P. Hood and John W. Hood, her husband. After discussion, the Plaintiff agreed to said arrangement and visited the law offices of Edward Pierson, attorney, so that the necessary deeds to accomplish this arrangement might be prepared.

4. That within a few days of the visit to Mr.Pierson's law office, the Plaintiff herein was stricken with a heart attack and was admitted to Bon Secuurs Hospital, Baltimore, Maryland, where whe was placed in an oxygen tent. While so confined, the Defendants came to the hospital with one Doris Fangman, a Notary Public, and had the Plaintiff herein sign the deed which has been previously discussed conveying the remainder interest in the Queen Anne's County property to the Defendants, subject to the bare life estate of the Plaintiff, as will more fully appear from certified copies of the "straw deeds" accomplishing the transfer, which were recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 1, folios 127 and 128. Said deeds are being filed herewith and marked "Plaintiff's Exhibits No. 2 and No. 3."

5. That the Plaintiff was confined to the Bon Secours Hospital, Baltimore, Maryland, for approximately thirteen days. After her release from said hospital, in the month of June, 1963, she returned to her daughter, Virginia P. Hood's home in Baltimore County, Maryland, for a brief period of time, and then, with the two Defendants and their three children, moved to the Plaintiff's residence in Queen Anne's on Wye, Queen Anne's County, Maryland.

6. That from the time the Plaintiff, with her daughter, son-in-law, and their three childred, moved into the Plaintiff's residence, the Defendants deliberately and maliciously set about to strip the Plaintiff of the rest of her meager assets. The Defendants have not kept their part of the agreement in that they have not paid the real property taxes on said property; have not paid fuel oil bills; have not paid telephone or gas and electric bills; have not provided food or clothing for the Plaintiff; have not properly cared for her or given her proper medical or personal attention; and have in fact, deliberately and maliciously set about to strip the Plaintiff of the rest of her meager assets. Among other things, the Defendants did:

(a) Persuaded the Plaintiff to loan unto the Defendant John W. Hood, approximately $1,800 for the purchase of a pick-truck, which sum has never been repaid.

(b) In the month of October, 1964, persuaded the Plain-

tiff to pay unto the Sheriff of Queen Anne's County $299.25 to satisy a fi-fa" levied against an automobile of the Defendant, John W. Hood, which sum has not been repaid.

(c) In the month of September, 1963, persuaded the Plaintiff to transfer a savings account with Westview Federal Savings and Loan Association to joint names of the Plaintiff and the Defendant, Virginia P. Hood, said account then having a balance of over $3,600. The Plaintiff is now advised that the entire funds have been withdrawn by the Defendant, Virginia P. Hood, without the Plaintiff's knowledge or consent.

(d) Also in the month of September, 1963, persuaded the Plaintiff to transfer a savings account with Queenstown Bank, Queenstown, Maryland,to joint names of the Plaintiff and the Defendant, Virginia P. Hood, said account then having a balance of over $800. The Plaintiff is now advised that the entire funds have been withdrawn by the Defendant, Virginia P. Hood,without the Plaintiff's knowledge or consent.

(e) Forced the Plaintiff to leave her bedroom and sleep in the living room of her residence when one of the Defendants' children was married and returned to the Plaintiff's residence with his bride.

8. That the Plaintiff believes and therefore avers and alleges that the Defendants have, by scheme and design, stripped her of her property and all of her other assets, and that the whole transaction involving the Plaintiff's residence herein is so unconscionable as to amount to fraud, and unless this Honorable Court intervenes and sets aside the deeds dated June 14, 1963, filed herein as Exhibits 2 and 3, the Plaintiff will be remediless. The Plaintiff further shows that her entire funds have been exhausted and that her only source of income is a Social Security payment of $99.50 per month. The Defendants have failed to abide by the conditions precedent to the execution of said deeds and have taken advantage of the confidential relationship that existed between the Plaintiff and her daughter, all to the Plaintiff's great detriment.

TO THE END, THEREFORE:

A. That this Honorable Court may set aside the deeds referred to herein.

B. That this Court may enter a monetary decree against the Defendants tor the amounts found to be due unto the Plaintiff.

C. And for such other and further relief as the nature of her cause may require.

AND AS IN DUTY BOUND, ETC.

PEARL V. ZEIGLER
PEARL V. Zeigler, Plaintiff

Z. TOWNSEND PARKS, JR.
Z. Townsend Parks, Jr.
2101 One Charles Center
Baltimore, Maryland 21201
685-5045
Attorney for Plaintiff

COUNTY OF BALTIMORE

STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY that on this 11th day of January, 1967, before me, the subscriber, a Notary Public in and for theCounty and State aforesaid, personally appeared PEARL V. ZEIGLER, Plaintiff, and made oath in due form of law that the matters and facts contained in the aforegoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

ANNA CATHERINE ECKMAN
Notary Public

PLAINTIFF'S EXHIBIT NO. 1
Filed Jan. 12, 1967

#40,654 LIBER 41 PAGE 21
RECEIVED FOR RECORD May 26, 1958

Two-Two Dollar; One Forty Cent
Int. Rev. Stamp.
Two-Two Dollar Twenty Cent
State Stamps

THIS DEED, Made this 15 day of May in the year one thousand nine hundred and fifty-eight, by and between NORTH AMERICAN ENTERPRISES, INC., a body corporate of the State of Delaware, Party of the first part, and HERBERT L. ZEIGLER and PEARL V. ZEIGLER, his wife, of 5611 Talbert Avenue Baltimore 7, Maryland, Parties of the second part.

Witnesseth, that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the 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 Fifth Election District of Queen Anne's County in the State of Maryland, aforesaid, and described as follows, that is to say:-

All that lot of ground known as lot #54 in the development known as "Queen Anne's-on-Wye" designated as it appears on the plat known as Monumental Corporation Subdivision Plat, dated February 8,1955 by Shew & Bartlett, Engineers, recorded among the Land Records of said Queen Anne's County on April, 1955, in Liber T.S.P. No. 21, folio 95, and

Being a part of the same property described in a deed dated August 19, 1955 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 24, folio 22, from Monumental Corporation to North American Enterprises, Inc., in fee simple.

Being subject to the covenants and conditions of Restrictions applicable to "Queen Anne's-on-Wye" as set forth in deed from Monumental Corporation to Joseph A. Walker recorded July 11, 1955 in the Land Records of Queen Anne's County in Liber T.S.P. #22, folio 575.

TOGETHER with the buildings and improvements thereupon erected, made or bing 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 covenants 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 seal of said grantor by Hugo R. Hoffman, its President.

NORTH AMERICAN ENTERPRISED, INC.

TEST:

By: HUGO R. HOFFMANN,
Hugo R. Hoffmann, President

KATHERINE E. IMWOLD
Katherine E. Imwold

Corporate Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this -15- day of May in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City as aforesaid, personally appeared Hugo R. Hoffmann, President of North American Enterprises, Inc., the above named grantor and he acknowledged the foregoing Deed to be its corporate act.

AS WITNESS my hand and Notarial Seal.

KATHERINE E. IMWOLD
Katherine E. Imwold

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 T.S.P. No. 41, folio 21, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 16th day of December in the year nineteen hundred and sixty-six.

Circuit Court Seal

CHARLES W. CECIL
Clerk

PLAINTIFF'S EXHIBIT NO. 2
Jan. 12, 1967

No. 49747
Re2216 RECEIVED FOR RECORD June 17, 1963

I, hereby certify, that there is no monetary consideration for the within deed.
Edward Pierson, attorney

THIS DEED, Made this 14th day of June, 1963, by and between PEARL V. ZEIGLER, widow, of Queen Anne's County, State of Maryland, of the first part, and FIFTY-SIX CORPORATION, a body corporate, duly incorporated under the laws of the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple,all that

lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:

All that lot of ground known as lot #54 in the development known as "Queen Anne's-on-Wye" designated as it appears on the plat known as Monumental Corporation Subdivision Plat, dated February 8, 1955 by Shew & Bartlett, Engineers, recorded among the Land Records of said Queen Anne's County on April 5, 1955, in Liber T.S.P. No. 21, folio 95.

BEING the same lot of ground which by deed dated May 15, 1958 recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 41, folio 21, was granted and conveyed by North American Enterprises, Inc. to Herbert L. Zeigler and Pearl V. Zeigler, his wife, the grantor herein. The said Herbert L. Zeigler died on July 31, 1962.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto and to the use of the said party of the second part, its successors and assigns, in fee simple.

AND the said party of the first part covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such further assurances of the said land as may be requisite.

AS WITNESS the hand and seal of the said party of the first part.

TEST:

DORIS FANGMAN
Doris Fangman

PEARL V. ZEIGLER (SEAL)
Pearl V. Zeigler

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared PEARL V. ZEIGLER, widow, party of the first part, and she acknowledged the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

DORIS FANGMAN
Doris Fangman
Notary Public

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 127, 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 16th day of December in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

PLAINTIFF'S EXHIBIT NO. 3
Filed Jan. 12, 1967

No. 49748
Re2216 RECEIVED FOR RECORD June 17, 1963

I hereby certify, that there is no monetary consideration for the within deed

Edward Pierson, atty

THIS DEED, Made this 14th day of June, 1963, by and between FIFTY-SIX CORPORATION, a body corporate, duly incorporated under the laws of the State of Maryland, of the first part, PEARL V. ZEIGLER, of Queen Anne's County, State of Maryland, of the second part, and JOHN W.HOOD and VIRGINIA P. HOOD, his wife, of the County and State aforesaid, of the third part.

WITNESSETH, That in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, for and during the term of her natural life, and from and after her death unto the said parties of the third part, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor, all that lot of ground situate in Queen Anne's County, State of Maryland, described as follows, that is to say:

All that lot of ground known as lot #54 in the development known as "Queen Anne's-on-Wye" designated as it appears on the plat known as Monumental Corporation Subdivision Plat, dated February 8, 1955 by Shew & Bartlett, Engineers, recorded among the Land Records of said Queen Anne's County on April 5, 1955, in Liber T.S.P. No. 21, folio 95.

BEING the same lot of ground which by deed of even date herewith, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed by the said Pearl V. Zeigler, party

of the second part herein, to Fifty-Six Corporation, party of the first part herein.

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 described lot of ground and premises unto and to the use of the said party of the second part, for and during the term of her natural life, and from and after her death unto and to the use of the said parties of the third part, as tenants by the entireties, their assigns, the survivor of them, the heirs and assigns of such survivor, in fee simple.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of the said land as may be requisite.

AS WITNESS the signature of Fifty-Six Corporation by the hand of EDWARD PIERSON, its President, and its corporate seal hereunto affixed the day and year first above written.

TEST: FIFTY-ISX CORPORATION

DORIS FANGMAN
Doris Fangman

BY EDWARD PIERSON
Edward Pierson, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared EDWARD PIERSON, President of Fifty-Six Corporation, Grantor herein, and acknowledged the aforegoing Deed to be the act of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

DORIS FANGMAN
Doris Fangman

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 128, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 16th day of December in the year nineteen hundred and sixty-six.

Circuit Court Seal

CHARLES W. CECIL
Clerk

SUMMONS ISSUED FOR JOHN W. HOOD
Filed Jan. 16, 1967

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4831
Docket C.W.C. #1, fol. 223

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

TO: John W. Hood
Grasonville, Queen Anne's County, Md.

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

Pearl V. Zeigler
5945 Sunset Drive
Baltimore, Maryland

Issued the 13th day of January 1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Z. Townsend Parks, Jr.
Address: 2101 One Charles Center
Baltimore, Maryland 21201
685-5045

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 21, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsement, to wit:

Summoned John W. Hood, on this 15th day of January, 1967 and left with him a copy of subpoena, bill of complaint.

ALEXIS M. BUTLER
Depy. Sheriff of Queen Anne's Co.

SUMMONS ISSUED FOR VIRGINIA P. HOOD
Filed Jan 16, 1967

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4831
Docket C.W.C. #1,fol.223

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

TO: Virginia P. Hood
Grasonville, Queen Anne's County, Md.

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

Pearl V. Zeigler
5945 Sunset Drive
Baltimore, Maryland

Issued the 12th. day of January, 1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Z. Townsend Parks, Jr.
ADDRESS: 2101 One Charles Center
Baltimore, Maryland 21201

CHARLES W. CECIL
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

Court Seal

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE FEBRUARY 21, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsement, to wit:-

Summoned Virginia P. Hood on this 10th day of January, 1967, and left with her a copy of subpoena, bill of complaint.

ALEXIS M. BUTLER
Dep. Sheriff of Queen Anne's Co.

ANSWER TO BILL OF COMPLAINT
Filed Feb. 21, 1967

PEARL V. ZEIGLER 5945 Sunset Drive Baltimore, Maryland, Plaintiff,	*	IN THE CIRCUIT COURT FOR
vs.	*	
JOHN W. HOOD and VIRGINIA P. HOOD, Grasonville, Queen Anne's County, Md. Defendants.	*	QUEEN ANNE'S COUNTY In Equity No. 4831

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now come John W. Hood and Virginia P. Hood, his wife, Respondents, by F. Clifford Hane, their attorney, and in answer to the Billof Complaint heretofore filed against them, respectfully say:

1. They admit the allegations contained in Paragraph 1 of the Bill of Complaint.

2. They admit the allegations contained in Paragraph 2 of said Bill of Complaint.

3. Answering Paragraph 3 of said Bill of Complaint, your Respondents admit that an agreement was made between the Plaintiff and the Respondents, at the suggestion of the Plaintiff, prior to her admission to Bon Secours Hospital, Baltimore, Maryland, under the terms of which agreement, the Plaintiff suggested that the Respondents and their three children move to the Plaintiff's property in Queen Anne's County, and occupy the residence of the Plaintiff. Your Respondents agreed with the Plaintiff to pay all of the expenses in connection with said property, in consideration of the Plaintiff's promise to convey to your Respondents, a remainder interest in and to said residence property, and reserving to the Plaintiff, a life estate therein. Your Respondents deny the innuendo that said agreement was originally propounded by your Respondents, and to the contrary aver that it was the suggestion of the Plaintiff prior to her admission to Bon Secours Hospital as aforesaid, and your Respondents, relying upon the Plaintiff's promise as suggested by her, later sold their property in Baltimore County and moved, with their children, to the Plaintiff's property in Queen Anne's County, and paid all of the expenses thereon, as required of them. Your Respondents further aver that the Plaintiff made her own decision to visit the law offices of Edward Pierson, her attorney, and personally employed him to prepare the necessary deeds to accomplish this arrangement.

4. Answering Paragraph 4 of said Bill of Complaint, your Respondents admit that the Plaintiff was stricken with a heart attact, and was admitted to Bon Secours Hospital, in Baltimore, Maryland; and they further admit that the deed which had been previously discussed, was executed by her while confined in said hospital; your Respondents however, deny the innuendo therein contained that they came to the hospital with the specific purpose of having the aforesaid deed signed by the Plaintiff, but to the contrary aver that while the Plaintiff was confined in the hospital, she, the Plaintiff, at her specific insistence and direction, requested and directed that the deed be brought to her for execution; your Respondents verily believe and aver that the said Doris Fangman was employed in the law offices of the said Edward Pierson, the Plaintiff's attorney. Further, your Respondents aver that the Plaintiff voluntarily, and upon her insistence, conveyed the property mentioned to Fifty-Six Corporation, a "straw party", and not to your Respondents, as alleged, and the said Fifty-Six Corporation, by the said Edward Pierson, as President thereof, and witnessed and notarized by the said Doris Fangman, then conveyed the property back to the Plaintiff for and during the term of her natural life, with remainder over to your Respondents, all of which will more fully appear from the deeds recorded as alleged in Paragraph 4 of said Bill of Complaint.

5. Your Respondents admit the allegations contained in Paragraph 5 of the Bill of Complaint.

6. Your Repondents deny the allegations contained in Paragraph 6 (a), (b), (c), (d) and (e) of said Bill of Complaint.

7. There is no Paragraph 7 in said Bill of Complaint.

8. Your Respondents deny the allegations contained in Paragraph 8 of said Bill of Complaint.

Further answering said Bill of Complaint, your Respondents deny the allegations and innuendoes therein contained as to a scheme and design originated by them to strip the Plaintiff of her property and all of her other assets, and will require strict proof thereof; your Respondents further aver that they have at all times performed the conditions of the original agreement, and in addition, have complied with other personal wishes of the Plaintiff; your Respondents not only have maintained the residence mentioned in the Bill of Complaint, but have made additions thereto and improvements thereof. Your Respondents further aver that they have not taken advantage of the confidential relationship that existed between the Plaintiff and her daughter, Virginia P. Hood, but have at all times been solicitous to her requests and wishes and personal conveniences. Your Respondents further aver that in the performance of the terms of said agreement, they and their children have suffered intolerable inconveniences and indignities imposed on them by the Plaintiff, which they attributed to her pjysical condition and age. Your Respondents further aver that the Plaintiff voluntarily left the residence during the latter part of August, 1966, ostensibly for a "short vacation", from which she never returned, and later contracted your Respondents to endeavor to terminate the original agreement; your Respondents, up to the filing of this Bill of Complaint, have not been able to get any reason or answer from the Plaintiff as to why she wished the agreement to terminated, and your Respondents feel that having properly performed their part of the agreement, and made many sacrifices for the benefit of the Plaintiff, they see no reason in law or in equity, why the Plaintiff should now have the deeds referred to herein set aside, and obtain a monetary decree against them.

WHEREFORE, Your Respondents having fully answered said Bill of Complaint, pray that they be dismissed with costs.

And as in duty bound, etc.

F. CLIFFORD HANE
F. Clifford Hane
Attorney for Respondents
Wye River
Queenstown, Md. 21658
827-8787

JOHN W.HOOD
John W. Hood

VIRGINIA P. HOOD
Virginia P. Hood
Respondents

Copy mailed to Z. Townsend Parks, attorney for Complainant this 20th day of February 1967

F. CLIFFORD HANE
Atty for Respondents

STATE OF MARYLAND *
* To wit:
QUEEN ANNE'S COUNTY *

I HEREBY CERTIFY that on this 20th day of February, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared JOHN W. HOOD and VIRGINIA P. HOOD, his wife, Respondents, and made oath in due form of law that the matters and facts contained in the aforegoing Answer to Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

CHARLOTTE A. SEVERA
Notary Public

Commission expires July 1, 1967

NOTICE TO TAKE DEPOSITION
Filed April 5, 1967

PEARL V. ZEIGLER : IN THE
Plaintiff
: CIRCUIT COURT FOR
vs
: QUEEN ANNE'S COUNTY
JOHN W. HOOD and In Equity
VIRGINIA P. HOOD :
Defendants No. 4831

: : : : : : : : : : : : : : : :

NOTICE TO TAKE DEPOSITION

Notice is hereby given on behalf of the Plaintiff that the depositions of the following named persons will be taken on Thursday, April 19, at 3 p.m. at the residence of F. Clifford Hane, Esquire, Wye River Queenstown, Maryland, before Joseph A. Miller, a Notary Public of Queen Anne's County, Maryland, or any other duly qualified person who may be selected to act in his place, pursuant to the Maryland Rules of Procedure of the Court of Appeals of Maryland, to continue from day to day until completed, and have them bring with them any bank books, cancelled checks, receipts, or any other papers pertaining to or having any bearing on the above case.

John W. Hood and
Virginia P. Hood
Grasonville
Queen Anne's County, Md.

Z. TOWNSEND PARKS, JR.
Attorney for Plaintiff

I HEREBY CERTIFY that on this 4th day of April, 1967, I have mailed a copy of the above Notice to C. Clifford Hane, Esq., Attorney for Defendants.

Z. TOWNSEND PARKS, JR.
Attorney for Plaintiff

SUBPOENA DUCES TECUM
Filed May 18, 1967

PEARL ZEIGLER, : IN THE
Plaintiff
: CIRCUIT COURT FOR
vs
: QUEEN ANNE'S COUNTY
JOHN W. HOOD and
VIRGINIA P. HOOD : In Equity
Defendants
: : : : : : : : : : : : : : : No. 4831

SUPBOENA DUCES TECUM

Mr. Clerk:

Please issue subpoena duces tecum to

Queenstown Bank
Queenstown, Maryland

and have it produce records of all accounts, savings or checking, in the names of Herbert L. Zeigler, Pearl V. Zeigler, Virginia Hood or John W. Hood, from the year 1963 to date, and showing all deposits and withdrawals.

Returnable before the Honorable Thomas Keating, Court House, Centreville, Maryland, on Thursday, May 25, 1967 at 10 a.m.

Z. TOWNSEND PARKS, JR.
Attorney for Plaintiff

SUBPOENA DUCES TECUM
Filed May 18, 1967

PEARL ZEIGLER, : IN THE
Plaintiff
: CIRCUIT COURT FOR
vs
: QUEEN ANNE'S COUNTY
JOHN HOOD and
VIRGINIA P. HOOD : In Equity
DEFENDANTS No. 4831
: : : : : ::: : : : : :

SUBPOENA DUCES TECUM

Mr. Clerk:

Please issue subpoena duces tecum to:

Clevenger Oil Co.
Grasonville, Maryland

and have it produce the records of fuel oil purchases and payments thereof for the years 1963 through 1966 in the name of either Herbert Zeigler or Pearl Zeigler, or John W. Hood or Virginia P. Hood, for deliveries of fuel oil to the Zeigler residence, Queen Anne on the Wye, Queen Anne's County, Maryland.

Returnable before the Honorable Thomas Keating, Court House, Centreville, Maryland, on Thursday, May 25, 1967 at 10 a.m.

Z TOWNSEND PARKS, JR.
Attorney for Plaintiff

SUBPOENA DUCES TECUM
Filed May 18, 1967

PEARL ZEIGLER, Plaintiff	:	IN THE
vs	:	CIRCUIT COURT FOR
JOHN W. HOOD and VIRGINIA P. HOOD Defendants	:	QUEEN ANNE'S COUNTY In Equity No. 4831

: : : : : : : : : : : : : : : : :

SUBPOENA DUCES TECUM

Mr. Clerk:

Please issue subpoena duces tecum to:

Bon Secours Hospital
Fayette and Payson Sts.
Baltimore, Maryland

and have it produce the records of treatment of Pearl V. Zeigler, Queenstown, Maryland or 5945 Sunset Drive, Baltimore, Maryland, from the year 1963 to date.

Returnable before the Honorable Thomas Keating, Court House, Centreville, Maryland, on Thursday, May 25, 1967 at 10 a.m.

Z. TOWNSEND PARKS, JR.
Attorney for Plaintiff

SUBPOENA DUCES TECUM ISSUED
Filed May 19, 1967

(Subpoena Duces Tecum)

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

THE STATE OF MARYLAND

Circuit Court Seal TO Clevenger Oil Co;
Grasonville, Maryland

You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at Centreville on Thursday, 25th. day of May, 1967, at 10 o'clock, A.M., and that you then and there bring with you and produce at the time and place aforesaid, the records of fuel oil purchases and payments thereof for the year 1963 through 1966 in the name of either Herbert Zeigler or Pearl Zeigler, or John W. Hood or Virginia P. Hood, for deliveries of fuel oil to the Zeigler residence, Queen Anne on the Wye, Queen Anne's County, Maryland, then and there to testify and show all and singular those things which you know, or the said records doth import of and concerning a certain matter of controversy in the said Court depending between Pearl Zeigler, Plaintiff, and John W. and Virginia P. Hood Defendants on the part of the plaintiff; hereof fail not at your peril, and have you then and there this writ.

Issued the 18th. day of May, 1967.

Witness, the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for Plaintiff
Z. Townsend Parks Jr.
Baltimore, Maryland

SUBPOENA DUCES TECUM ISSUED
Filed May 19, 1967

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

THE STATE OF MARYLAND

Circuit Court Seal

TO Queenstown Bank
Queenstown, Maryland

You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at Centreville on Thursday, 25th. day of May 1967, at 10 o'clock, A.M. and that you then and there bring with you and produce at the time and place aforesaid, records of all accounts, savings or checking, in the names of Herbert L. Zeigler, Pearl V. Zeigler, Virginia Hood or John W. Hood, from the year 1963 to date, and showing all deposits and withdrawals then and there to testify and show all and sighular those things which you know, or the said redords foth import of and concerning a certain matter of controversy in the said Court depending between Pearl Zeigler Plaintiff, and John W. and Virginia P. Hood Defendants on the part of the plaintiff; hereof fail not at your peril, and have you then and there this writ.

Issued the 18th. day of May, 1967

Witness, the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for Plaintiff
Z. Townsend Parks
Baltimore, Maryland

ISSUE SUMMONS FOR WITNESSES
Filed May 23, 1967

PEARL V. ZIEGLER, Plaintiff,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN W. HOOD and VIRGINIA P. HOOD, Defendants.	*	Equity No. 4831
	*	

Mr. Clerk:

Please issue summons for the following witnesses to testify for the defendant in the above entitled case, and make same returnable before the Hon. Thomas J. Keating, Jr., in the Circuit Court for Queen Anne's County, in Equity, on Thursday, May 25, 1967, at 10:00 A.M.:

Marvin Morris, Anglers' Inn, Grasonville, Md.

Melvin Hood, 5613 St. Mary's Street, Baltimore 7, Md.

Dorothy Morris (Mrs. James Morris), Centreville, Md.

F. CLIFFORD HANE
F. Clifford Hane
Cove Road, Rt. #1
Queenstown, Md. 21658
Attorney for Defendants.
827-8787

ORDER TO ISSUE SUMMONS
Filed May 23, 1967

PEARL V. ZIEGLER, Plaintiff,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN W. HOOD and VIRGINIA P. HOOD, Defendants.	*	Equity No. 4831

Mr. Clerk:

Please issue summons for the following witness to bring eith him all records, cancelled checks, withdrawal slips, deposit slips and other items in the possession of The Queenstown Bank of Maryland, pertaining to the savings account or checking account of Pearl V. Ziegler, or Virginia P. Hood, or either of them, and to present them in this Court on behalf of the defendants in the above entitled case, and make same returnable before the Hon. Thomas J. Keating, Jr. in the Circuit Court for Queen Anne's County on Thursday, May 25, 1967, at 10:00 A.M.:

Albert V. Stant, Cashier of The Queenstown Bank of Maryland,
Queenstown, Maryland.

F. CLIFFORD HANE
F. Clifford Hane
Cove Road, Rt. #1
Queenstown, Md. 21658
Attorney for Defendants.
827-8787

SUMMONS RETURNED SERVED
Filed May 24, 1967

4831 Chancery

Pearl E. Ziegler

vs. Court Seal

John W. Hood, et al

STATE OF MARYLAND

To Dorothy Morris (Mrs. James Morris)
Centreville, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County in Equity, Centreville, Maryland, on Thursday, 25th. day of May,1967, @10 o'clock A.M. to testify for the defendants in the above entitled case.

Issued this 23rd. day of May,1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for defendants
F. Clifford Hane
Cove Road, Rt. #1
Queenstown, Md. 21658

And on the back of the aforegoing is the following endorsement, to wit:

Summoned 5-23-67
Walter Clough, Deputy Sheriff

SUMMONS FOR MARVIN MORRIS RETURNED SERVED
Filed May 25, 1967

No. 4831 Chancery

Pearl V. Ziegler

vs.

John W. Hood et al

Seal's Place

STATE OF MARYLAND

To Marvin Morris
Anglers' Inn, Grasonville, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, in Equity, Centreville, Maryland, on Thursday, 25th, day of May, 1967, @ 10 o'clock A.M. to testify for the defendants in the above entitled case.

Issued this 23rd. day of May, 1967.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for defendants
F. Clifford Hane
Cove Road Rt. #1
Queenstown, Md.

And on the back of the aforegoing is the following endorsement, to wit:

Summoned 5-23-67

Walter Clough Deputy Sheriff

SUBPOENA DUCES TECUM RETURNED SERVED
Filed May 25, 1967

(Subpoena Duces Tecum).

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

THE STATE OF MARYLAND

TO Albert V. Stant, Cashier of
The Queenstown Bank of Maryland
Queenstown, Maryland

Court Seal

You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at

Centreville on Thursday the 25th day of May 1967, at 10:00 o'clock, A.M., and that you then and there bring with you and produce at the time and place aforesaid, all records, cancelled checks, withdrawal slips, deposit slips and other items in the possession of The Queenstown Bank of Maryland, pertaining to the savings account or checking account of Pearl V. Ziegler, or Virginia P. Hood, or either of them then and there to testify and show all and singular those things which you know, or the said records doth import of and concering a certain matter of controversy in the said Court depending between Pearl V. Ziegler Plaintiff, and John W. Hood and Virginia P. Hood Defendant, on the part of the defendants; hereof fail not at your peril, and have you then and there this writ.

Issued the 23rd day of May, 1967.

Witness, the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for Defendants
F. Clifford Hane
Cove Road, Rt. #1
Queenstown, Md. 21658

And on the back of the aforegoing is the following endorsement, to wit: Served Subpoena duces tecum on Albert V. Stant, Cashier of the Queenstown Bank of Maryland and a copy of same left with him this 24th day of May, 1967.
SUMMONS FOR MELVIN HOOD RETURNED SERVED "TARDY"
Filed May 26, 1967

Walter Clough
Deputy Sheriff

No. 4831 Chancery

Pearl V. Ziegler

vs Court
Seal

John W. Hood et al

STATE OF MARYLAND

To Melvin Hood
5613 St. Mary's Street
Baltimore 7, Maryland

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County in Equity, Centreville, Maryland, on Thursday, 25th. day of May 1967, @ 10 o'clock A.M. to testify for the defendants in the above entitled case.

Issued this 23rd. day of May, 1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland..

CHARLES W. CECIL Clerk

Attorney for defendants
F. Clifford Hane
Cove Road, Rt. #1
Queenstown, Md. 21658

And on the back of the aforegoing is the following endorsement , to wit:

Received 5/25/1967.
at 9 A M. forthwith delivered to
Sheriff of Baltimore County
Orville T. Gosnell, Clerk

RECEIVED
1967 May 25 A.M 9:35
Sheriff's Office
Balto. Co.

SUBPOENA DUCES TECUM RETURNED SERVED
Filed May 29, 1967

(Subpoena Duces Tecum).

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

THE STATE OF MARYLAND

Circuit Court Seal

TO Bon Secours Hospital
Fayette and Payson Sts.
Baltimore, Maryland

SHERIFF'S FEE
$4.00

You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at Centreville on Thursday, 25th day of May 1967, at 10 o'clock, a.m., and that you then and there bring with you and produce at the time and place aforesaid, the records of treatment of Pearl V.Zeigler, Queenstown, Maryland or 5945 Sunset Drive, Baltimore, Maryland, from the year 1963 to date then and there to testify and show all and singluar those things which you know, or the said records doth import of and concerning a certain matter of controversy in the said Court depending between Pearl Zeigler Plaintiff, and John W.Hood and Virginia P. Hood, defendants on the part of the Plaintiff; hereof fail not at your peril,and have you then and there this wirt.

Issued the 18th. day of May, 1967

Witness, the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

CHARLES W. CECIL Clerk

Attorney for Plaintiff
J. Townsend Parks Jr.
Baltimore, Maryland

COPY OF STIPULATION AND AGREEMENT
Filed June 19, 1967

PEARL ZEIGLER, Plaintiff	:	In the
	:	CIRCUIT COURT
vs.	:	for
JOHN W. HOOD and VIRGINIA P. HOOD, Defendants	:	QUEEN ANNE'S COUNTY
	:	In Chancellery
- - - - - - - - - - - - - - - - - - - -	:	No. 4831

Centreville, Maryland

June 6, 1967

- - - - - - -

Before the Honorable Thomas J. Keating, Judge

- - - - - - -

APPEARANCES:

Z. Townsend Parks, Jr., Esq.
On behalf of the Plaintiff

F. Clifford Hane, Esq.,
On behalf of the Defendants

Reported by:

Myron M. Skolnick

P R O C E E D I N G S

THE COURT: Now, Mr. Parks and Mr, Hane, I understand you all have arrived at what you believe is subject to an hour or so delay will be a complete settlement of the case but you would like to dictate into the record.

MR. PARKS: Yes, sir.

THE COURT: But you want the matter of an hour or an hour and a half to finish off some details.

MR. PARKS: Yes.

MR. HANE: That's satisfactory to me, your Honor.

THE COURT: Well, I think we can safely take a recess, Gentlemen, until say 11:30 if that's agreeable and you will try to conclude your conference and have the final details worked out.

MR. HANE: And be back here at 11;30.

THE COURT: We will just recess this case until 11:30. We will not recess the court.

THE CRIER: This Honorable Court now recesses the case until 11:30.

(A recess.)

THE COURT: Now, Mr. Parks.

MR. PARKS: If your Honor please, Mr. Hane and his clients have just imspected the property and every thing seems to be in order, and I can now if I May dicate into the record the terms of settlement and have the principals verify it.

Suppose you come up here, Mrs. Zeigler.

THE COURT: All right, sir, dictate your terms of settlement.

MR. PARKS; Your Honor, I am going to dictate these but if any objection that Mr. Hane has, I am not saying to the Court it is our understanding, I want to give him the privilege of clarifying it.

Mrs. Zeigler will deed to Mr. and Mrs. Hood all of her interest in the fee simple property which is situated in Queen Anne's on the Wye which is the subject matter of this suit upon the payment of $12,000 in cash.

In addition thereto Mr. and Mrs. Hood are to assume responsibility

and agree to pay the outstanding bill in the name of Mr. Zeigler with the Clevenger Oil Company in the amount of $110.82.

Mr. and Mrs. Hood will also assume and agree to pay the outstanding bill of the Eastern Shore Public Service Commission for electricity. I do not have the exact amount of that bill, your Honor, but whatever that ultimate bill is they are to pay.

MR. HANE: I think, your Honor, Mrs. Hood said it was around $25 so you can put in $25.

MR. PARKS: I thought it was $30 some.

MR. HANE: We will pay it.

MR. PARKS: My understanding was whatever the bill was they will pay it.

Mr. & Mrs. Hood are to reimburse Mrs. Zeigler for one-half of the taxes which were paid recently to prevent the tax sale and Mr. Hane has the amount of that bill.

THE COURT: That's the taxes on the property?

MR. PARKS: The real property tax on the property.

THE COURT: For the year 1966-1967?

MR. PARKS: Yes.

MR. HANE: Yes, sir.

MR. PARKS: If you can find the bill, Mr. Hane, I can go on and we can fill that in, if your Honor please.

The court costs and the court reporter's cost and all deposition costs taken by either side ore to be totalled and one-half is to be paid by Mr. and Mrs. Hood and the other half by Mrs. Zeigler.

The fire insurance placed on the property is to be the responsibility of Mr. and Mrs. Hood. The premium for that fire insurance, and Mr. Hane advises it has just recently been placed.

Mrs. Zeigler will be permitted to remove six pieces of shrubbery from the property, namely four azalea plants which are on the east side of the house, a blue Spruce which is in the front lawn in front of the house and a Rhododendron which is to the east of the summer house neat the water, and I verified this with Mr. Hane. They located these bushes and these are to be removed at Mrs. Zeigler's -- it's her responsibility to remove them and they are to be removed within the next two weeks.

MR. HANE: And arrangements to be made with Mr. and Mrs. Hood about taking them. When she comes down Mr. and Mrs. Hood would like to know when she is coming down to thake them.

MR. PARKS: Excuse me, could we just go off the record, a second, your Honor?

THE COURT: Yes.

(Discussion off the record.)

THE COURT: Is that stipulation satisfactory, Mr. Hane?

MR. HANE: Yes, sir.

JUDGE KEATING: This coming Sunday which will be June 11th.

MR. PARKS: Mr. and Mrs. Hood will not move into the property until settlement is made but they will be permitted to clean up the grounds and also clean up the interior of the house but they won't move their residence there until the money passes, and all the furniture and fixtures that are presently in the property go with the property at the $12,000 price and settlement is to be consummated within 30 days of today.

I believe that involves all the terms.

MR. HANE: And Mrs. Zeigler to turn over all keys to the property to Mr. and Mrs. Hood.

MR. PARKS: I will give you a key now so you can work in there and will turn over all thekeys at the time of settlement.

MR. HANE: The amount of the taxes if your Honor pleases was $261.41 and the amount to be refunded to Mr. Parks or Mrs. Zeigler is $130.70.

THE COURT: Do you verify that, Mr. Parks?

MR. PARKS: That's right.

THE COURT: All right, sir. Is there any other terms?

MR. PARKS: As far as I know there are none.

THE COURT: All right, Gentlemen.

Now Mr. Reporter, will you write those terms up as a stipulation. See that they are filed among the papers and do I understand, Gentlemen, it will not therefore be necessary to take any further testimony nor will it be necessary to write any portion of the testimony heretofore taken up in the record?

MR. HANE: No, sir.

MR. PARKS: I don't think so.

THE COURT: All right. Is there anything else?

MR. PARKS: Your Honor, I thought we might ask our respective clients if they understand the terms of this agreement and if they are doing it voluntarily and of their own free will and understand that this is the final settlement of the contest.

THE COURT: Now Mrs. Zeigler, you are the plaintiff in this case in equity known as the complainant. You have heard the terms of this settlement stipulated in open court by your counsel Mr. Parks, have you?

MRS. PEARL ZEIGLER: Yes, sir.

THE COURT: And do you think you understand fully what those terms are?

MRS. PEARL ZEIGLER: Yes, sir.

MRS. PEARL ZEIGLER: Yes, sir.

THE COURT: And are you content to settle the xase on those terms?

MRS. PEARL ZEIGLER: Yes, sir.

THE COURT: Now, Mr. and Mrs. Hood you have heard the terms of the stipulation of settlement recited by Mr. Parks and as slightly amplified and amended by your counsel, Mr. Hane, have you?

MR. JOHN W. HOOD: Yes.

THE COURT: Do you think you both understand the terms of the settmenemt.

MR. HOOD: Yes, sir.

MRS. VIRGINIA P. HOOD: Yes, sir.

THE COURT: You both indicate that you have understoof them. Now is it agreeable to you to settle the case on those terms?

MR. HOOD: Yes, sir.

MRS. HOOD: Yes, sir.

THE COURT: I will let the record show that they both assent.

All right. Mr. Reporter, will you just file this stipulation together with the record of these remarks that have been made by the parties.

(Whereupon, at 12:47 o'clock p.m. the trial was concluded.)

- - - - -

ORDER OF SATISFACTION
Filed July 13, 1967

PEARL ZEIGLER, Plaintiff	:	IN THE
		CIRCUIT COURT FOR
vs	:	QUEEN ANNE'S COUNTY
JOHN W. HOOD and VIRGINIA P. HOOD Defendants	:	Equity No. 4831

::::::::::::::::::::::

ORDER OF SATISFACTION

Mr. Clark:

Please enter the above-entitled case, "AGREED, SETTLED AND SATISFIED" upon payment of costs.

Z. TOWNSEND PARKS, JR.
Attorney for Defendants

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Eleventh day of August in the year nineteen hundred and sixty-seven, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

J. THOMAS CLARK, Attorney,
Assignee,
Centreville, Maryland
Plaintiff

vs.

WENDELL JENKINS and
MARTHA JENKINS, his wife,
Centreville, Maryland
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4851

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 Wendell Jenkins and Martha Jenkins, his wife, to Monumental Engineering, Inc., dated November 21, 1961, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 63, folio 466, default having occurred in the terms thereof by reason of non-payment of the principal and interest secured by said mortgage in accordance with the terms thereof; and you will file in said suit the above described mortgage, the assignment thereof and the accompanying sta ement of indebtedness and military affidavit, and the accompanying bond.

J. THOMAS CLARK,
J. Thomas Clark, Attorney
Assignee

CERTIFIED COPY OF MORTGAGE
Filed April 11, 1967

LIBER 63 PAGE 466

No. 47008
Re57715 RECEIVED FOR RECORD Nov. 24, 1961

THIS MORTGAGE, Made this 21st day of November, 1961, by and between Wendell Jenkins and Martha Jenkins, his wife of Queen Anne County, in the State of Maryland, Mortgagors, and MONUMENTAL ENGINEERING, INC. Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of Ten Thousand, Four Fifty-two and 96/100 Dollars ($10,452.96), and have agreed to repay the said sum in 144 consecutive monthly instalments of $72.59 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgage 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 Queen Anne County, known as Lot Nos. 8, 9, 10, Centreville and more fully described in a Deed dated 8/15/50, from Carrie Hollis, Hattie Wallace Bronk & George V. Bronk (Husband), William Alvin Wallace, Gerald Wallace & Lucille Wallace (Wife) James L. Williams & Rose Williams (Wife), Theodore Williams & Minerva Williams (Wife), recorded among the Land Records of Queen Anne County, Liber NBW 7, Folio 137,

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and pluming 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, sahll 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 ehem the said monthly instalments 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 echibit 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 instalment more than 15 days past due, to cover the extra expense 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 instalment

hereinabove provided, or in event title to the herein mortgagaged 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 donditions 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 Marylans, 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 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 of 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 commissions 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 seals of said Mortgagors.

WITNESS, as to all:

WENDELL JENKINS (SEAL)
Wendell Jenkins

SAMUEL H. COULBOURN
Samuel H. Coulbourn

MARTHA JENKINS (SEAL)

STATE OF MARYLAND,)
(to wit:
Baltimore City,)

I HEREBY CERTIFY, That on this 21st day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Wendell Jenkins and Martha Jenkins, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of MONUMENTAL ENGINEERING, INC., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that he 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 persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Notary
Public
Seal

SAMUEL H. COULBOURN
Samuel H. Coulbourn
Notary Public

MY COMMISSION EXPIRES MAY 6, 1963

ASSIGNMENT

Baltimore, Maryland November 21,1961

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to Consolidated Security Savings & Loan Association, Inc.

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

MONUMENTAL ENGINEERING, INC.

Corporate
Seal

BY: RICHARD A. BROWN (SEAL)
Richard A. Brown,
President

TEST:

HALLIE G. MILLER
Hallie G. Miller
Assistant Secretary

Assignment of above Mortgage is recorded in Liber T.S.P. No. 64, folio 428, a Land Record Book for Queen Anne's County.

Assignment of above Mortgage is recorded in Liber C.W.C. No. 24, folio 537, a Land Record Book for Queen Anne's County.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 63, folio 466, 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 7th day of April in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF DEED
Filed April 11, 1967

No. 47311
Re58415 RECEIVED FOR RECORD Feb. 2, 1962

THIS DEED, Made this thirtieth day of January in the year one thousand nine hundred and sixty-two by Consolidated Security Savings & Loan Association, Inc. of Glen Burnie, Anne Arundel County, Maryland

WITNESSETH, that in consideration of the sum of One Dollar, the said Consolidated Security Savings & Loan Association, Inc. does hereby grant and assign unto The Finance Company of America all its right, title and interest in a certain mortgage made to Monumental Engineering, Inc. by Wendall Jenkins and Martha Jenkins, his wife dated the 21st day of November 1961, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber T.S.P. No. 63 folio 466, etc., and which mortgage was assigned by Monumental Engineering, Inc. to the Consolidated Security Savings & Loan Association, Inc. by assignment dated Nobember 21, 1961 and recorded among the Land Recofds of Queen Anne's County, State of Maryland in Liber T.S.P. No. 63, folio 467, etc.

AS WITNESS the corporate hand and seal the day and year first above written.

TEST:

MARTHA A. TAYLOR
Martha A. Taylor, Ass't Secretary

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. (SEAL)

BY C. C. BEAM, JR. (SEAL)
C.C. Beam, Jr., Vice President

Corporate Seal

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this thirtieth day of January 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 The County aforesaid, personally appeared C. C. Beam, Jr., Vice President of Consolidated Security Savings and Loan Association, Inc. and he acknowledged the foregoing Assignment of Mortgage to be the corporate act.

As witness my hand and Notarial Seal.

Notary Public Seal

BYRON K. RISLEY
Bryen K. Risley Notary Public

My commission expires May 6, 1963.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 64, folio 428, 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 7th day of April in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF DEED
Filed Aug. 11, 1967

No. 56542
Rel7136 RECEIVED FOR RECORD Sept. 21, 1966

THIS DEED, Made this 22nd day of July in the year one thousand nine hundred and sixty-six by THE FINANCE COMPANY OF AMERICA, A BODY CORPORATE of The City of Baltimore, State of Maryland

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) Dollars, the said THE FINANCE COMPANY OF AMERICA, A Body Corporate does hereby grant and assign unto UNITED MORTGAGE CORPORATION, A Body Corporate, without recourse, warranty, guaranty or representation all its right, title and interest in a certain mortgage made to MONUMENTAL ENGINEERING, INC. By Wendell Jenkins and Martha Jenkins, his wife dated the 21st day of November 1961, and recorded among the Land Records of Queen Anne County, State of Maryland in Liber T.S.P. No. 63 Folio 466, etc., and which mort-

gage was assigned by Monumental Engineering, Inc. to Consolidated Security Savings & Loan Association, Inc. by assignment dated November 21st, 1961, and recorded among the Land Records in Liber TSP No. 63 folio 467, and to the Finance Company of America by assignment dated Jan. 13, 1962 and recorded among the Land Records of Queen Anne County, State of Maryland in Liber TSP No. 64 folio 428.

AS WITNESS the Corporate hand and seal the day and year first above written.

TEST: THE FINANCE COMPANY OF AMERICA (SEAL)

L. W. KOHLHEPP
L. W. Kohlhepp Secretary

BY: R. C. KENNARD, JR. (SEAL)
R. C. Kennard, Jr. Vice President

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 22nd day of July in the year one thousand nine hundred and sixty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared R. C. Kennard, Jr., Vice-President of the Finance Company of America and he acknowledged the foregoing Assignment of Mortgage to be the Corporate act.

As witness my hand and Notarial Seal.

Notary Public Seal

JOAN E. GESELL
Notary Public
Joan E. Gesell

My Commission expires July 1, 1967.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 24, folio 537, 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 7th day of April in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF DEED
Filed April 12, 1967

No. 57442
Rel9406 RECEIVED FOR RECORD Apr. 11, 1967

THIS DEED, Made this fourth day of April in the year one thousand nine hundred and sixty-seven by UNITED MORTGAGE CORPORATION of Glen Burnie, Anne Arundel County, Maryland

WITNESSETH, that in consideration of the sum of One Dollar ($1.00* the said UNITED MORTGAGE CORPORATION does hereby grant and assign for the purpose of foreclosure and collection to J. Thomas Clark, Attorney all its right, title and interest in a certain mortgage made to Monumental Engineering, Inc. by Wendell Jenkins and Martha Jenkins, his wife dated the twenty first day of November 1961, and recorded among the Land Reco rds of Queen Anne's County, State of Maryland in Liber 2 SP No. 63 Folio 466, etc., and which mortgage was assigned by Monumental Engineering, Inc. to Consolidated Security Savings & Loan Association, Inc. (now known as UNITED MORTGAGE CORPORATION) by assignment dated November 21, 1961 and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber 63, page 467, etc. and then further assigned by Consolidated Security Savings & Loan Association, Inc. (now known as UNITED MORTGAGE CORPORATION) to the Finance Company of America by Assignment dated January 30, 1962, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber TSP number 64, Folio 428, etc. and then further assigned by the Finance Company of America to United Mortgage Corporation by assignment dated July 22, 1966 and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber CWC number 24, folio 537 etc.

AS WITNESS the corporate seal the day and year first above written.

TEST: UNITED MORTGAGE CORPORATION (SEAL)

MICHI SAKAMOTO
Michi Sakamoto, Secretary-Treasurer

RICHARD A. BROWN (SEAL)
Richard A. Brown, President

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this fourth day of April in the year one thousand nine hundred and sixty seven beforeme, the subscriber, a Notary Public (Justice of the Peace) of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Richard A. Brown, President of United Mortgage Corporation and he acknowledged the foregoing Assignment of Mortgage to be the corporate act.

As witness my hand and Notarial Sed.

Notary Public Seal

JAMES D. BROWN
James D. Brown Notary Public

My Commission expires July 1, 1967

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 27, folio 608, 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 April in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

AFFIDAVIT OF INDEBTEDNESS
Filed April 11, 1967

J. Thomas Clark, Attorney Assignee, for the purpose of foreclosure	:	IN THE
	:	CIRCUIT COURT FOR
Vs.	:	QUEEN ANNE'S COUNTY
Wendell Jenkins and Martha Jenkins, his wife	:	STATE OF MARYLAND
	:	EQUITY NO. 4851

affidavit of indebtedness

STATE OF MARYLAND,
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this fourth day of April, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard A. Brown, President of the United Mortgage Corporation (formerly known as Consolidated Security Savings & Loan Association, Inc.) the holder of a mortgage dated November 21, 1961, recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber 2SP No. 63 at Folio 466 &c., from Wendell Jenkins and Martha Jenkins, his wife, and made oath in due form of law that the follwwing account represents the balance due and owing upon the mortgage filed for foreclosure in the above dntitled cause:

Original mortgage amount	$10,452.96
Late charges-unpaid through March 20,1967	36.30
Total	10,489.26
Payments on account	3,916.17
Balance Due	6,573.09

UNITED MORTGAGE CORPORATION

BY: RICHARD A. BROWN
Richard A. Brown,President

SUBSCRIBED AND SWORN TO before me this fourth day of April, 1967.

Notary Public Seal

JAMES D. BROWN
James D. Brown,NOTARY PUBLIC

My commission expires July 1, 1967

MILITARY AFFIDAVIT
Filed Aug. 11, 1967

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

I HEREBY CERTIFY, that on this 11th day of April, 1967, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Thomas Clark, Attorney, Assignee, and made oath in due form of law that Wendell Jenkins and Martha Jenkins, his wife, the mortgagors named in the mortgage referred to in the aforegoing Order to Docket Suit, are not now nor have they been within six months prior hereto in the military service of the United State as defined by the Soldiers' and Sailors' Civil Relief Act and Amendments.

WITNESSETH My hand and Notarial Seal.

Notary Public Seal

BETTY M. COMEGYS
Notary Public

CERTIFIED COPY OF BOND
Filed April 11, 1967

RECEIVED FOR RECORD Apr. 11, 1967

FIDELITY AND DEPOSIT COMPANY

Home OfficeOF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Thomas Clark, attorney - assignee, of Centreville, 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 SIX THOUSAND SIX HUNDRED ($6,600.00) 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 11th day of April in the year of our Lord nineteen hundred sixty-seven.

Whereas, the above bounden J. Thomas Clark, attorney, assignee of mortgage hereinafter mentioned by virtue of the power contained in a mortgage from Wendell Jenkins and Martha Jenkins, to Monumental Engineering, Inc. bearing date the 21st day of November, 1961 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber T.S.P. No. 63 Folio 466 and duly assigned to the above bounden principal as attorney, assignee, for the purpose of foreclosure and collection 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 J. Thomas Clark, attorney, assignee as aforesaid do and shall well and truly and faithfullyperform the trust reposed in him as attorney - 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 J. Thomas Clark, attorney, 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-Facr, the day and year first herein above written/

Signed, sealed and delivered in the presence of:

BETTY M. COMEGYS

J. THOMAS CLARK (SEAL)
J. Thomas Clark
Attorney - Assignee

Corporate Seal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By DOROTHY E. CONNOLLY
Attorney in Fact

WITNESS:

BETTY M. COMEGYS
As to Surety

Security approved and Bond
Filed Apr. 11, 1967

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 181, 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 11th day of April in the year nineteen hundred and sixty-seven.

Circuit Court Seal

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 16, 1967

J. THOMAS CLARK, Attorney, Assignee,

vs.

WENDELL JENKINS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4851

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Attorney, Assignee, duly assigned to the undersigned for the purpose of collection by foreclosure or otherwise, respectfully represents:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him in the penalty of $6,600.00, 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, 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 May 6, 1967, at 10:30 o'clock a.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 Assignee offered at public sale to the highest bidder the following described parcel of real estate, to wit: ALL that real estate consisting of three lots of land, situate, lying and being in Queen Anne's County, State of Maryland in the Fifth Election District of said County and facing and fronting on the public road running from the Centreville and Queenstown public road to the School House in Tilghman's Neck, containing three acres of land, more or less, described by metes and bounds courses distances, in a certain deed from Carrie Hollis, et al., to said mortgagors, dated August 15, 1960, and recorded among the land records of Queen Anne's County aforesaid in Liber N.B.W. No. 7, folio 137, to which special reference is hereby made for a particular description of said land.

After the Auctioneer, Lloyd J. Andrew, had cried such sale for a reasonable length of time, the undersigned, in execution of the power of sale contained in said mortgage sold the same ot the United Mortgage Corporation for the sum of $3,000.00,it being then and there the highest bidder therefor. The sum of $300.00 has been paid down and the other terms of sale have been complied with. The total sale price for the real estate sold in these proceedings is the sum of Three Thousand ($3,000.00) Dollars.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark, Attorney,Assignee

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

I HEREBY CERTIFY, that on this 15th day of May, 1967, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared J. Thomas Clark, Attorney, Assignee, and he made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Sale

BETTY . COMEGYS

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 15, 1967

ASSIGNEE'S SALE OF DWELLING

Default having occurred in the terms of the Mortgage from Wendell Jenkins and Martha Jenkins, his wife, to Monumental Engineering, Inc., dated November 21, 1961, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 63, folio 466, and duly assigned to J. Thomas Clark, Attorney, by virtue of the power of sale contained in said mortgage, will offer Centreville, Maryland, on

SATURDAY, MAY 6, 1967, AT
10:30 o'clock A.M. (DST)
in front of the COURT HOUSE door

all of the following described real estate, to wit:

ALL that real estate, consisting of three lots of land, situate, lying and being in Queen Anne's County, State of Maryland, in the Fifth Election District of said County and facing and fronting on the public road running from the Centreville and Queenstown public road to the School House in Tilghman's Neck, containing three acres of land, more or less, described by metes and bounds, courses and distances, in a certain deed from Carrie Hollis, et al., to said mortgagors, dated, August 15, 1960, and recorded among the land records of Queen Anne's County aforesaid in Liber N.B.W. No. 7, folio 137, to which special reference is hereby made for a particular description of said land.

Improvements consist of a frame dwelling.

TERMS OF SALE

Ten per cent (10%) of the purchase price will be required on the day of sale, balance payable on ratification of sale by Court, any deferred part of the purchase price to bear interest from the date of sale and be secured to the satisfaction of the undersigned. Full possession will be given to the purchaser upon ratification of sale and payment of purchase price. Taxes and insurance premiums will be adjusted as of day of sale. Title papers, deed, costs of recording, revenue and recordation tax stamps at purchaser's expense.

J. THOMAS CLARK,
Attorney Assignee

Lloyd J. Andrew,
Auctioneer

THE BAY TIMES

P.O. Box 44, Queenstown, Md., May 5, 1967

THE BAY TIMES, a body corporate, does hereby certify that the Assignee's Sale of Dwelling in the case/estate of J. Thomas Clark, Attorney, Assignee vs. Wendall & Martha Jenkins - Monumental Engineering Inc. 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 four successive weeks before the 6th day of May,1967, and that the first insertion of said advertisement in said BAY TIMES was on the 13 day of April, 1967, and the last insertion on the 4th day of May, 1967.

THE BAY TIMES

By MARY L. ROSEDALE

AFFIDAVIT BY PURCHASER May 15, 1967
Filed/J. THOMAS CLARK, Attorney,
Assignee

vs.

WENDELL JENKINS and
MARTHA JENKINS, his wife,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4851

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of May, 1967, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard A.Brown, President of the United Mortgage Corporation 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
My commission expires July 1, 1967

MICHI SAKAMOTO
Michi Sakamoto Notary Public

ORDER NISI ON SALE
Filed May 15, 1967

ORDER NISI ON SALE

J. Thomas Clark, Attorney, Assignee

vs.

Wendell Jenkins and Martha Jenkins, his wife.

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4851

ORDERED, this 15th. day of May,1967, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Attorney, Assignee, be ratified and confirmed, on or after the 15th. day of June, 1967, 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 June, 1967.

The report states the amount of sales to be $3,000.00.

CHARLES W. CECIL Clerk

Filed May 15, 1967

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed June 15, 1967

ORDER NISI ON SALE

In the Circuit Court for
Queen Anne's County
In Equity
Cause No. 4851
J. Thomas Clark, Attorney, Assignee

vs.

Wendell Jenkins and Martha Jenkins,
his wife

ORDERED, this 15th day of May 1957 that the sale of the real property, made and reported in this cause by J. Thomas Clark, Attorney, Assignee, be ratified and confirmed on or after the 15th day of June, 1967, unless cause to the contrary thereof be previously shown; provided a c py 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 June, 1967.

The report states the amount of sales to be $3,000.00

CHARLES W. CECIL, Clerk

TRUE COPY TEST

CHARLES W. CECIL, Clerk

Filed May 15, 1967

THE BAY TIMES

P.O. Box 44, Queenstown, Md., May,1967

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi on Sale in the case /estate of Monumental Engineering Inc. "J. Thomas Clark, Attorney, Assignee vs. Wendell Jenkins and Martha Jenkins, his wife" 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 three successive weeks before the 8th day of June, 1967, and that the first insertion of said advertisement in said BAY TIMES was on the 18th day of May, 1967, and the last insertion on the 1st day of June, 1967.

BY MARY L. ROSEDALE

FINAL RATIFICATION OF SALE
Filed June 16, 1967

J. THOMAS CLARK,
Attorney, Assignee,

vs.

WENDELL JENKINS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4851

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 16th day of June, 1967, that the sale of the real estate made and reported in this cause by J. Thomas Clark, Attorney, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary t hereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the Attorney, Assignee is allowed the usual commissions and such proper expenses , not personal, as they shall produce vouchers thereof to the Auditor.

THOS J. KEATING, JR.
JUDGE

PETITION TO APPOINT
SPECIAL AUDITOR
Filed June 26, 1967

J. THOMAS CLARK,
Attorney, Assignee,

vs.

WENDELL JENKINS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4851

PETITION TO APPOINT SPECIAL AUDITOR

The Petition of J. Thomas Clark, Auditor of this Court, respectfully represents:

1. That your Petitioner was the Plaintiff in the above entitled mortgage foreclosure and that he is also the auditor of this Court and is therefore disqualified to state the audit in this cause.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order appointing someone else as Special Auditor of these proceedings.

Respectfully submitted,

J. THOMAS CLARK, Auditor

ORDER OF COURT
Filed June 27, 1967

ORDER OF COURT

Upon the aforegoing Petition it is this 27th day of June, 1967, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that B. HACKETT TURNER JR. ESQ. is hereby appointed Special Auditor in these proceedings, and that before assuming the duties of his office he shall take the oath of office before the

Clerk of this Court.

THOS J KEATING JR.
JUDGE

REPORT OF SPECIAL AUDITOR
Filed July 7, 1967

J. THOMAS CLARK, ATTORNEY, ASSIGNEE,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WENDELL JENKINS, ET AL.,	:	NO. 4851

: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of B. Hackett Turner, Jr., Special Auditor, unto your Honors, respectfully represents:

1. That the within account is stated at the request of J. Thomas Clark, Assignee of the mortgage foreclosed in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $4,133.49.

2. That in the within account J. Thomas Clark, Assignee and Vendor, is charged with the proceeds of sale and is allowed thereafter his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs, the premium of the assignee's surety bond, the costs of advertising the notice of sale and order nisi of sale, the auctioneer's charges, notary fees, the fee of your special auditor for stating this account and the balance was directed to be credited on the mortgage debt.

Respectfully submitted:

B. HACKETT TURNER JR.
B. Hackett Turner, Jr., Special Auditor

July 7, 1967

CAUSE NO. 4851

The proceeds of the sale of real estate reported in this Cause, in account with J. Thomas Clark, Assignee, of the mortgage foreclosed in these proceedings (and Vendor of said land).

CR.

1967 May 6	By proceeds of the sale of said land, per report of said Vendor, to wit: -	$3,000.00

DR.

To J. Thomas Clark, Assignee and Vendor of mortgage foreclosed, per terms of mortgage, to wit:			
1-His commissions for making sale, per of mortgage - - - - - - - -	$300.00		
2-His fee for his services - - -	50.00	$	350.00
To do, for an amount paid Charles W. Cecil, Clerk for advanced Court costs, per receipts exhibited to wit:			18.00
To do, for an amount paid Charles W. Cecil, Clerk per statement exhibited, to wit:			
1-Costs of Charles W Cecil, Clerk - -	$-24.00		
2-Appearance fee of J. Thomas Clark, Arry.	10.00		34.00
To do, for an amount paid Fidelity and Deposit Company for Assignee's corporate surety bond, per receipt exhibited, to wit: - - - - - - - - - - -			26.40
To do, for amounts paid Bay Times, Inc., per receipts exhibited, to wit:			
1. Publishing notice of sale - - -	-$ 44.00		
2. Publishing Order Nisi of sale - - -	10.00		54.00
To do, for an amount paid Lloyd J. Andrew, Auctioneer, for crying said sale, per receipt exhibited, to wit:			25.00
To do, for an amount paid Betty M. Comegys, for Notary charges, per receipt exhibited, to wit: - - - -			3.00
To B. Hackett Turner, Jr., Special Auditor, for stating this account and notifying parties, the sum of			50.00
To United Mortgage Corporation, as a partial payment on the debt secured by the mortgage foreclosed in these proceedings, the balance, or the sum of - - - -			2,459.60
		$3,000.00	$3,000.00

B. HACKETT TURNER JR.
B. Hackett Turner, Jr., Special Auditor

July 7, 1967

CERTIFICATE OF NOTICES MAILED
Filed July 7, 1967

J. THOMAS CLARK, ATTORNEY, ASSIGNEE,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
WENDELL JENKINS, ET AL.,	:	NO. 4851

CERTIFICATE OF NOTICES MAILED

TO THE HONOTABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor of this Court hereby certifies that on the 7th day of July,1967, 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, Esquire, Assignee
118 N. Commerce Street
Centreville, Maryland 21617

Wendell Jenkins and
Martha Jenkins, his wife,
Route 3, Centreville, Maryland 21617

United Mortgage Corporation
Glen Burnie, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules, notify each of them that said Account was filed on July 7, 1967, with the Clerk of the Circuit Court for Centreville, Maryland, and that exceptions to said audit must be filed on July 24, 1967, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on July 25, 1967.

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr., Special Auditor

NISI RATIFICATION OF AUDIT
Filed July 7, 1967

NISI RATIFICATION OF AUDIT

J. Thomas Clark, Attorney Assignee,	)	In the Circuit Court
	)	
vs.	)	for Queen Anne's County
	)	In Equity
Wendell Jenkins, et al.	)	Cause No. 4851

ORDERED, this 7th day of July, 1967, that the report and account filed in these proceedings by B. Hackett Turner, Jr. Special, Auditor, be ratified on or after the 25th day of July, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 7, 1967

FINAL RATIFICATION OF AUDIT
Filed Aug. 4, 1967

J. THOMAS CLARK, Attorney, Assignee	)	IN THE CIRCUIT COURT FOR
		QUEEN ANNE'S COUNTY
vs.		IN EQUITY
WENDELL JENKINS AND MARTHA JENKINS, his wife		CHY No. 4851

FINAL RATIFICATION OF AUDIT

ORDERED, this 4th. day of August, 1967, that the Report and Account filed herein by B. Hackett Turner, 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, 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.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Tenth day of April in the year nineteen hundred and sixty-seven, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:

Robert R. Price, Jr., Centreville, Maryland, Assignee for Collection by Foreclosure or otherwise,	:	In The Circuit Court for
	:	Queen Anne's County
	:	In Equity
vs.	:	Cause No. 4850
Howard C. Elmore and Rose V. Elmore, his wife, RFD Chestertown, 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 Howard C. Elmore and Rose V. Elmore, his wife, to R & B Trailer Sales, Inc., a Maryland corporation, dated May 1963, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber CWC No. 1, folio 443, said mortgage being assigned on April 6, 1967, by said R & B Trailer Sales, Inc., to Robert R. Price, Jr., for collection by foreclosure or otherwise, default baving occurred in the terms thereof, by reason of non-payment of the principal and interest of the note secured by said mortgage when due as provided, and you will file in the suit the certified copy of the above described mortgage and short assignment endorsed thereon and mark the same "Exhibit 'A'," as well as, the accompanying military affidavit and state of indebtedness.

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
103 Lawyer's Row
Centreville, Md.
Phone:758-1660
Assignee.

EXHIBIT "A"
Filed April 10, 1967

No. 49904
Re2506 RECEIVED FOR RECORD July 10, 1963

MORTGAGE	:	This Mortgage made this 21 day of May, A.D., in the year of our Lord one thousand nine hundred and Sixty-three, by and between Howard C. Elmore and Rose V. Elmore, his wife, of Queen Anne's County, State of Maryland, parties of the first part, hereinafter called the Mortgagors, and R & B Trailer Sales, Inc., a body corporate of the State of Maryland, party of the second part, hereinafter called the Mortgagee:
HOWARD C. ELMORE & ROSE V. ELMORE, his wife	:	
to	:	
R & B TRAILER SALES, INC., a body corporate	:	
;;;:::::::::::::::::::::::::		WHEREAS, the parties of the first part are justly indebted unto R & B Trailer Sales, Inc., a body corporate as aforesaid, its successors and assigns, party of the second part, in the full principal sum of SEVENTEEN HUNDRED FORTY AND NO/100 DOLLARS ($1740.00), and have given therefor unto the party of the second part their Bill Obligatory of even date herewith for the aforesaid principal sum of SEVENTEEN HUNDRED FORTY AND NO/100 DOLLARS payable one year after date, with interest thereon at the rate of six (6%) per cent per annum, payable semi-annually; to better secure the payment of which said principal sum, together with interest thereon as aforesaid, when and as the same shall become due and payable, these presents are executed

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the further sum of One Dollar, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the party of the second part, its successors and assigns, ALL that lot of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, and being Lot No. 3 shown on a certain plat prepared by J. B. Metcalfe, Registered Surveyor, which said plat is recorded among the Land Records of said County and State in Liber T.S.P. No. 54, Folio 380, and more particularly described as follows: BEGINNING for the same at the Northwesterly corner thereof which said beginning point is the Southwesterly corner of Lot No. 2 and running from thence by and with the division line between Lots Nos. 2 and 3, North 60 degrees 00 minutes East 248.5 feet, more or less, to the lands now or formerly of J. Townsend Anthony; thence by and with said Anthony lands, in a Southerly direction 70 feet, more or less, to the division line between Lots Nos. 3 and 4; thence by and with said division line South 60 degrees 00 minutes West 237 feet to the Easterly side of Hillside Road; thence by and with the Easterly side of said road in a Northwesterly direction 69105 feet to the point of beginning; being in all respects the same land conveyed unto the said Howard C. Elmore and Rose V. Elmore, his wife, by deed from Charles Blackiston and Sarah E. Blackiston, his wife, dated April 25, 1963, and recorded among the aforesaid Land Records.

TOGETHER with the buildings and improvements thereupon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of groung and premises unto and to the proper use and benefit of the said party of the second part, its successors heirs and assigns forever.

PROVIDED, that if the said parties of the first part their heirs, personal representatives or assigns, shall well and truly pay, or cause to be paid, to the said party of the second parties successors, personal representatives, or assigns, the aforesaid principal sum and interest thereon, as the same shall respectively become due and payable and shall perform all the covenants herein contained on their part to be performed, then this Mortgage shall be void.

AND it is agreed, that until default be made in the premises, the said parties of the first part shall possess the aforesaid peroperty upon paying, in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part its successors personal representatives and assigns, or for Walter D. Webster his, her or their Attorney or Agent, as any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner, and terms of sale, in some newspaper printed in Wicomico County and such other notices as the said Mortgagee its successors personal representatives or assigns, may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, inclding a reasonable attorney's fee a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors personal representatives or assigns, under this Mortgage, whether the same has matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor their personal representatives or assigns, or to whomever may be entitled to the same.

AND the said parties of the first part for themselves, their personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage, to keep insured,the improvements on the hereby mortgaged land to the amount of at least $1740.00 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 Mortgagee its successors personal representatives and assigns to the extent of the lien or claim hereunder, and in the event that the Mortgagor shall neglect to pay the fire insurance permium taxes and other public charges thereon, then the Mortgagee shall have the right to pay the same,and the same shall be added to the said mortgage debt, and be secured by the lien of this mortgage.

AND IT IS FURTHER AGREED that in case of sale under this mortgage, the crops upon the said land shall pass to the purchaser.

AND the said parties of the first part hereby covenants with the said Mortgagee its successors personal representatives or assigns that there are no prior liens against the above described property

AND in the event that proceedings shall be commenced for the sale of the property herein described, or any part thereof; under the powers herein granted, or otherwise, and a settlement of the debt is made after proceedings commenced and before sale, the parties of the first part hereby covenant and agree to pay all expenses incurred up to the day of settlement, including advertisement, a reasonable attorney's fee, Court costs and one half of the commissions hereinbefore provided for, as if the sale had been compleded; and no proceeding commenced under thepowers herein granted, or otherwise, shall be stopped or stayed until all fees, costs, and commissions shall have been paid.

AS WITNESS our hands and seals.

TEST:

J PEARCE CHILCOAT
As to both signatures

HOWARD C. ELMORE (SEAL)
Howard C. Elmore

ROSE V. ELMORE (SEAL)
Rose V. Elmore

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

On this _____ day of May Nineteen hundred and Sixty-three before me, a Notary Public the undersigned officer, personally appeared Howard C. Elmore and Rose V. Elmore, his wife known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same fore the purposes therein contained; and now at the same time, before me, personally appeared also Roland F. Adkins, President of R & B Trailer Sales, Inc. the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bonafide as therein set forth, and that he is the duly authorized agent for the said mortgagee to make this affidavit.

In witness whereof I hereunto set my hand and official seal.

Notary
Public
Seal

J. PEARCE CHILCOAT
Notary Public

One-Two Dollar Twenty Cent;
One-One Dollar Ten Cent Recordation
Tax Stamps. Endorsed 7-10-63

FOR VALUE RECEIVED, We, hereby transfer and assign the within and aforegoing Mortgage and Note thereby secured unto Robert R. Price, Jr., Attorney at Law, for the purpose of collection by foreclosure or otherwise.

WITNESS our hands and seals this 6th day of April, 1967.

ATTEST: R & B TRAILER SALES, INC.

BESSIE M. ADKINS
Sec'y.

BY: ROLAND T. ADKINS
Pres.

Seal's Place

ASSIGNMENT OF MORTGAGE
Filed April 10, 1967

MAY 21, 1963

FOR VALUE RECEIVED, We, jointly and severally hereby promise to pay to the order of R & B Trailer Sales, Inc., its successors and assigns the sum of SEVENTEEN HUNDRED FORTY AND NO/100 ($1740.00) one (1) year after date with interest, from the date hereof until paid, at the rate of six (6) percent per annum payable semi-annually

THIS OBLIGATION is secured by a mortgage of even date herewith from Howard C. Elmore & Rose V. Elmore, his wife to R & B Trailer Sales, Inc. on property in Second Election District of Queen Anne's County and State of Maryland.

AND We hereby waive the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this obligation, and, if default be made in the payment of the principal debt and interest at maturity, or either of them, at the time limited for the payment thereof, as foresaid, or upon the breach of any covenant or condition of the mortgage securing this obligation, then this entire debt and all interest shall be immediately due and payable, and We hereby authorize and empower any Attorney at Law of the State of Maryland, or elsewhere, after such default, to appear for Us in any Court of Record of the State of Maryland, or elsewhere, and waive the issue and service of process against Us and confess judgment against Us for the amount which may then be due on this obligation, with costs of suit and ten percent collection charges, which We hereby covenants to pay, and also in Our behalf to release all errors or right to prosecute a petition in arror and all stay of executives upon such judgment or proceeding.

AS WITNESS our hands and seals.

HOWARD C. ELMORE (SEAL)
Howard C. Elmore

ATTEST:

ROSE V. ELMORE (SEAL)
Rose V. Elmore

RONALD F. ADKINS
As to both signatures

FOR VALUE RECEIVED, I hereby assing the within and aforegoing note unto Robert R. Price, Jr., Attorney, for Collection,

R & B TRAILER SALES INC

BY: ROLAND F. ADKINS
Pres.

MILITARY AFFIDAVIT
Filed April 19, 1967

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

THIS IS TO CERTIFY, that on this 10th day of April , 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that the said Mortgagors referred to in the aforegoing Order to Docket Suit, are not now nor have they within six months prior hereto been in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with the amendments thereto and Chapter 710 of the Laws of Maryland of 1941, and that this information is gotten from persons who know the Mortgagors and that said Mortgagors post office address is Chestertown, R.F.D., Maryland.

Notary
Public
Seal

MARCY F. COLLIER
Notary Public

STATEMENT OF INDEBTEDNESS
Filed April 10, 1967

STATEMENT OF INDEBTEDNESS

Principal of Note dated May, 1966 - ----------	$ 1,740.00
Interest at 6% on balance from 5-21-63 to 4-10-67 ----------	405.55
Attorney's commission for collection of said note	214.55
Interest for 60 days from date of sale	17.40
TOTAL DEBT DUE ----------	$ 2,377.50

STATE OF MARYLAND)
) TO WIT
WICOMICO COUNTY)

THIS IS TO CERTIFY, that on this 8 day of APRIL, 1968, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ROLAND F. ADKINS, President of the R & B Trailer Sales, Inc., a body corporate, with full knowledge of their records and accounts, and made oath in due form of law that the above statement of indebtness as therein set forth is true and bona-fide and no part of the same has been paid, except as set forth above, and after diligent inquiry it has been found that Howard C. Elmore and Rose V. Elmore, his wife, are both over 21 years of age.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

BESSIE M. ADKINS
Notary Public
My commission expires:Aug. 1967

CERTIFIED COPY OF BOND
Filed April 25, 1967

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That, we, Robert R. Price, Jr., of Centreville, 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 TWO THOUSAND ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

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

Whereas, the above bounden Robert R. Price, Jr., assignee of mortgage hereinafter mentioned by virtue of the power contained in a mortgage from Howard C. Elmore and Rose V. Elmore, his wife, of R.F.D., Chestertown, Maryland, to R. & B. Trailer Sales, Inc. bearing date the 21st day of May, 1963 and recorded among the mortgage records of Queen Anne's County, in Equity (Cause No. 4850) in Liber C.W.C. No. 1 Folio 443 and duly assigned to the above bounden principal for he purpose of collection by foreclosure or otherwise, 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 Robert R. Price, 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 Robert R. Price, Assignee has hereto set my hand and seal and the said body corporate has caused these presents to be duly asigned by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

WILLIAM E. WOOTERS

ROBERT R. PRICE, JR. (SEAL)
Robert R. Price, Jr.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

BY DOROTHY E. CONNOLLY
Attorney-in-Fact

DANTONE
As to Surety

Corporate
Seal

Security approved andBond filed Apr. 25, 1968

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 183, 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 25th day of April in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed May 1, 1967

Robert R. Price, Jr., Centreville, Maryland, Assignee for Collection by Foreclosure or otherwise,	:	In The Circuit Court For
	:	Queen Anne's County
	:	In Equity
vs.	:	Cause No. 4850
Howard C. Elmore and Rose V. Elmore, his wife RFD Chestertown, Maryland.	:	

REPORT OF SALE

To The Honorable, The Judges of Said Court:

The Report of Robert R. Price, Jr., Assignee by assignment of the mortgage of the fee simple interest to R & B Trailer Sales, Inc., a Maryland corporation from Howard C. Elmore and Rose V. Elmore, his wife, dated May 21, 1963, and recorded in Liber CWC No. 1, folio 443, of the Land Records of Queen Anne's County.

That suit was instituted for the foreclosure of said mortgage on April 10th, 1967.

That default was made by the Mortgagors by reason on the non-payment of the mortgage note and interest secured by said mortgage and covenants to pay by the terms of said mortgage at the time provided therein for payment.

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 Advertisement in the Queen Anne's Record Observer, a newspaper published in Queen Anne's 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 Friday, April 28th, 1967, at 1:30 o'clock P.M. (E.S.T.) and after having the Auctioneer cry the sale for a consideratle time, after having read the advertisement of sale, did sell the fee simple interest in the lot or parcel of land distuate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned advertsement of sale to R & B Trailer Sales, Inc., it being then and there the highest bidder therefor, at and for the sum of $2,200.

The Purchaser having complied with the terms of sale and having paid the required deposit, as per advertisement, and terms of sale, and Purchaser's affidavit required by the Maryland Rules is attached hereto also Certificate of Advertisement and Certificate of the Auctioneer.

The report states the amount of the sale to be $2,200. and your Assignee believes said price to be the best price obtainable for the said property.

Respectfully submitted,

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
Assignee.

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

I HEREBY CERTIFY, that on this 1st day of May, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

MARCH F. COLLIER
Notary Public

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 1, 1967

ASSIGNEE'S SALE
OF VALUABLE
FEE SIMPLE LOTS

Under and by virtue of the powers of sale contained in a mortgage from Howard C. Elmore and Rose V. Elmore, his wife, to R & B Trailer Sales, Inc., dated May 21, 1963, and recorded in Liber CWC No. 1, folio 443, of the Land Records of Queen Anne's County, and duly assigned unto Robert R. Price, Jr., for collection by foreclosure or otherwise, and default having occurred by non-payment of the note secured by said mortgage he will offer at public auction to the highest bidder, on

FRIDAY, APRIL 28th, 1967

at the hour of 1:30 p.m. (E.S.T.), in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, the following described fee simple interest in real estate, to wit:

All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, near Kings Town, being Lot No. 3, shown on a plat prepared by J. B. Metcalfe, Surveyor, which said plat is recorded among the Land Records aforesaid in Liber TSP No. 54, folio 380, and more particularly described, as follows:

BEGINNING for the same at the northwesterly corner thereof which said beginning point is the southwesterly corner of Lot No. 2 and reunning from thence by and between Lot Nos. 2 and 3, North 60° 00' East 248.4 feet, more or less, to the lands now or formerly of J. Townsend Anthony, thence by and with said Anthony lands, in a southerly direction 70 feet, more or less, to the division line between Lots No. 3 and 4; thence by and with said division line South 60° 00' West 237 feet to the Easterly side of Hillside Road; thence by and with the Easterly side of said Hillside Road in a northwesterly direction 69.05 feet to the point of beginning.

BEING the same land granted and conveyed unto Howard C. Elmore and wife by deed from Charles Blackiston, et ex, dated April 25, 1963, and recorded in Liber TSP No. 72, folio 145.

Said lot of land is presently improved by a trailer or mobile home which will be removed after the sale and is not included in the sale.

Terms Of Sale: A cash deposit of 20% of the purchase price will be required of the purchasers, balance upon ratification of sale by the Circuit Court for Queen Anne's County, balance to bear interest at 6% and to be secured to the satisfaction of the undersigned or entire purchase price may be paid on day of sale. Taxes to adjusted upon ratification of sale and payment of the balance. Title papers deed, recording costs and documentary stamps to be paid by the purchaser.

ROBERT R. PRICE, JR., Assignee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 5/1/ 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE in the case of H. C. ELMORE & ROSE V. ELMORE 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 28 day of APRIL, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of APRIL, 1967, and the last insertion on the 27 day of APRIL, 1967.

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

CERTIFICATE OF AUCTIONEER
Filed May 1, 1967

CERTIFICATE OF AUCTIONEER

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

ALL that fee simple interest in a lot of ground and premises located in the Second Election District of Queen Anne's County, Maryland, and being more particularly described as Lot No. 3, shown on a plat prepared by J. B. Metcalfe, Registered Surveyor, which said plat is recorded among ghe Land Records of Queen Anne's County in Liber TSP No. 54, folio 380, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Friday, April 28th, 1967. at 1:30 P.M. (E.S.T.) unto R & B TRAILERS SALES INC. at and for the sum of TWENTY-TWO HUNDRED DOLLARS, ($2200.00).

JOSEPH A. JACKSON, JR.
Auctioneer

CERTIFICATE OF PURCHASER
Filed May 1, 1967

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

I HEREBY CERTIFY, that on this 28th day of April, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Roland F. Adkins, President, R & B Trailers, Inc., the Purchasers, at the foreclocure sale in this Cause, and made oath in due form of law that He purchased the same as principal and not as agent for anyone, of that lot, parcel or tract of land, without improvements, situated in the Second Election District of Queen Anne's County, State of Marylabd, being known and designated on a plat recorded in Liber TSP No. 54, folio 380, of the Land Records of said County as Lot No. 3, 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 $2200.00.

WITNESS MY HAND AND Notarial Seal.

Notary
Public
Seal

MARCY F. COLLIER
Notary Public

ORDER NISI ON SALE
Filed May 1, 1967

ORDER NISI ON SALE

Robert R. Price, Jr.,
Centreville, Maryland,
Assignee for Collection by
Foreclosure or otherwise

vs.

Howard C. Elmore and
Rose V. Elmore, his wife,
RFD
Chestertown, Maryland

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4850

ORDERED, this 1st. day of May, 1967, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 1st. day of June, 1967, 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, 1967.

The report states the amount of sales to be $2,200.00.

CHARLES W. CECIL Clerk

Filed May 1, 1967

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed June 2, 1967

ORDER NISI ON SALE

Robert R. Price, Jr.
Centreville, Maryland
Assignee for Collection by
Foreclosure or otherwise

vs.

Howard C. Elmore and
Rose V. Elmore, his wife
RFD, Chestertown, Maryland

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

Cause No. 4850

ORDERED, this 1st day of May, 1967, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 1st day of June, 1967, 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, 1967.

The report states the amount of sales to be $2,200.00

CHARLES W. CECIL, Clerk

Filed: May 1, 1967
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 6/2/ 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4850 in the case of ELMORE 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 May, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4 day of May, 1967, and the last insertion on the 18 day of May, 1967.

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

FINAL ORDER OF RATIFICATION OF SALE
Filed June 2, 1967

Robert R. Price, Jr., Centreville, Maryland Assignee for Collection by Foreclosure or otherwise	:	In The Circuit Court For
	:	Queen Anne's County
vs.	:	
	:	In Equity
Howard C. Elmore and Rose V. Elmore, his wife, RFD Chestertown, Maryland	:	Cause No. 4850

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 2nd day of June 1967, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the fee simple property made by Robert R. Price, Jr., Assignee, in this Cause, be, and thesame is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the proceeding 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 the said Robert R. Price, Jr., Assignee, as allowed the suual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefor before the auditor.

THOS J KEATING JR.
JUDGE

REPORT OF AUDITOR
Filed June 8, 1967

Robert R. Price, Jr., Assignee

vs

Howard C. Elmore et al

In The Circuit Court for Queen Anne's County in Equity No. 4850

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That the within account is stated at the request of Robert R. Price, Jr. Assignee of the mortgage foreclosed in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $721.24.

2. That in the within account Robert R. Price, Jr., Assignee and vendor, is charged with the proceeds of sale and is allowed thereafter his fee for his service and his commissions for making said sale, per terms of mortgage, the court costs, the premium of the assignee's surety bond filed in this cause, the costs of advertising the notice of sale and order nisi of sale, state and county taxes due, the auctioneer's charges, the fee of your auditor for stating this account and the balance was directed to be credited on the mortgage debt.

Respectfully submitted,

J THOMAS CLARK
Auditor

June 8, 1967

Cause No. 4850

The proceeds of the sale of real estate reported in this cause, in account with Robert R. Price, Jr., Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1967 Jun 2	By proceeds of the sale of said land, per report of said vendor, to wit:---------- ----------	$2,200.00

Dr.

To Robert R. Price, Jr., Assignee
of mortgage foreclosed (and vendor),
per terms of mortgage,
to wit:
1-His commissions for making
sale, per terms of mortgage ----------$220.00

2-His fee for his services ---------- 50.00		$270.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, towit:----------		15.00
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:		
1-Costs of Chas. W. Cecil, Clerk	$ 19.80	
2-Appearance fee of Robt R. Price, Jr., Atty ----------	10.00	29.80
To do., for an amount paid Fidelity and Deposit Company for the Assignee's corporate surety bond filed in this cause, per receipt 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	$ 61.75	
2-For publishing order nisi of sale	14.00	75.75
To do., for an amount paid Joseph A. Jackson, Jr., auctioneer, for crying said sale, per his receipt exhibited, to wit:----------		25.00
To do., for an amount paid to Royden N. Powell, Jr., Treasurer, for 1966-67 state and county taxes, per receipt for same exhibited, to wit:----------		69.19
To J. Thomas Clark, auditor, for stating this account and notifying parties, the sum of ----------		49.00
To R & B Trailer Sales, Inc., as a partial payment on the debt secured by the mortgage foreclosed in these proceedings, the balance, or the sum of ----------		1656.26
	$ 2200.00	$2,200.00

June 8, 1967

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed June 8, 1967.

Robert R. Price, Jr.,
Assignee

vs

Howard C. Elmore et al

In The Circuit Court For

Queen Anne's County In

Equity No. 4850

CERTIFICATE OF NOICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned auditor of this court hereby certifies that on the 8th day of June, 1967, 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:

Robert R. Price, Jr., Assignee
Lawyers Row
Centreville, Maryland

Howard C. Elmore and
Rose V. Elmore, his wife
RFD, Chestertown, Maryland

R & B Trailer Sales, Inc
Furitland, Maryland

PURSUANY to Rule 595, Section G, Maryland Rules, notify each of them that said account was filed on June 8, 1967, with the Clerk of the Circuit Court, Centreville, Maryland and that exceptions to said audit must be filed on June 23, 1967, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on June 26, 1967.

+ J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed June 8, 1967

Robert R. Price, Jr., Assignee
vs
Howard C. Elmore et al

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4850

ORDERED, this 8th. day of June, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th. day of June, 1967. unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 8, 1967

FINAL RATIFICATION OF AUDIT
Filed Aug. 4, 1967

ROBERT R. PRICE, JR.,
ASSIGNEE

VS.

HOWARD C. ELMORE ET AL

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

Cause No. 4850

FINAL RATIFICATION OF AUDIT

ORDERED, this 4th. day of August, 1967, 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 Robert R. Price, Jr., Assignee, is hereby directed to apply the proceeds of sale accordingly with a due prportion 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.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Tenth day of April in the year nineteen hundred and sixty-seven, the following PETITION TO SUBSTITUTE TRUSTEE was brought to be recorded, to wit:

ROBERT R. PRICE, JR., Substituted Trustee,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
DUNCAN J. MacDONALD, & BEVERLY J. MacDONALD, his wife 720 Hamlen Road, S. E. Glen Burnie, Maryland	:	NO. 4849

PETITION TO SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Albee Maryland Homes, Inc., respectfully represents unto your Honor:

(1) That on May 21st, 1965, Duncan J. MacDonald and Beverly J. MacDonald, his wife, executed a Deed of Trust Note in the amount of $17,981.60 payable to Albee Glen Homes, Division of Albee Maryland Homes, Inc., said Deed of Trust Note was secured by a Deed of Trust of the same date, executed on the same date, Duncan J. MacDonald and Beverly J. MacDonald to Leon H. A. Pierson and Edward Pierson, as Trustees coveying said real estate located in Queen Anne's County, State of Maryland, described, as follows:

BEING known and designated as Lot No. 14, Block T of Section 2-A, Harbor View, recorded, among the Land Records of Queen Anne's County, in Liber TSP No. 48, folio 163, (Plat Book 1, folio 58).

(2) That the said Duncan J. MacDonald and the said Beverly J. MacDonald, his wife, have failed to make the payments required by said Deed of Trust and Deed of Trust Note and your Petitioner as holder of said Note desires to constitute foreclosure proceedings against the property secured by the aforementioned Deed of Trust.

(3) That your Petitioner desires to substitute Robert R. Price, Jr., as Trustee, for purposes of foreclosure.

(4) That the present Trustees, Leon H. A. Pierson and Edward Pierson, have consented to the substitution of the said Robert R. Price, Jr., as Trustee.

WHEREFORE, Your Petitioner prays that an Order be passed authorizing the substitution of Robert R. Price, Jr., as Trustee, as aforesaid.

ALBEE MARYLAND HOMES, INC.

BY: MARTIN FINSTEIN
Martin Finstein,
Vice President

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
Attorney for
Albee Maryland Homes, Inc.
Centreville, Maryland #21617
Telephone: 758-1660

Filed April 10, 1967

We hereby consent to the passage of an Order substituting Robert R. Price, Jr., as Trustee in the herein matter.

LEON H. A. PIERSON
Leon H. A. Pierson, Trustee

EDWARD PIERSON
Edward Pierson, Trustee

STATE OF MARYLAND,)
) TO WIT:
HOWARD COUNTY)

I HEREBY CERTIFY, that on this 28th day of March, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Martin Finstein, Vice President, of Albee Maryland Homes, Inc., and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

RUTH M. BLUCHER
Notary Public

Notary
Public
Seal

Filed April 10, 1967

DEED OF TRUST
Filed April 10, 1967

No. 53872
Rel1261 RECEIVED FOR RECORD June 1, 1967

DEED OF TRUST

THIS DEED, Made this 21 day of May, 1965, by and between Juncan J. MacDonald and Beverly J. MacDonald, his wife of Queen Anne County, in the State of Maryland, parties of the first part, and Leon H. A. Pierson and Edward Pierson, Trustees, as hereinafter set forth, parties of the second part.

WHEREAS the parties of the first part are justly indebted unto Albee Glen Homes, Div. of Albee Maryland Homes, Inc., a corporation duly incorporated under the laws of the State of Maryland, in the principal sum of $17,981.60 Dollars for which amount the parties of the first part have signed and delivered a certain promissory note bearing even date herewith, and payable in 59 equal minthly installment date before maturity and without penalty

And, Whereas, the parties of the first part have agreed to secure the prompt payment of said debt, when and as the same shall become due and payable, and all costs, charges and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted Trustees or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and further to secure the strict performance of all the covenants and agreements in this deed of trust and in said note contained and made by the parties of the first part.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises and of one dollar, lawful money of the United States of America, to them in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, do hereby grant and convey unto the parties of the second part, as Trustee, their successors and assigns, the following described land and premises, situate in the County of Queen Anne and State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 14, Block T of Section 2-A, Harbor View, recorded among the Land Records of Queen Anne's County in TSP 48, folio 163)Plat Book 1, folio 58).

BEING the same lot of ground which by deed dated May 17, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 15, folio, was granted and conveyed by Clarence G. Seuss and Inez A. Seuss, his wife, to the Grantors herein.

The improvements thereon being known as No. Street/Avenue.

BEING the same lot of ground a nd premises which by deed dated _____ and recorded among the Land Records of _____ County in Liber ___ No. _____, Folio ____, were granted and conveyed by _____ to the part___ of the first part.

TOGETHER with the buildings and improvements now or hereafter erected thereupon, and all the estate, right, title, interest and claim, either by law or in equity or otherwise, however, of the parties of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said lot of ground and the aforesaid improvements thereon and appurtenances thereto unto the parties of the second part, their successors and assigns, forever, in fee simple.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, assigns, the survivor of them and the heirs and assigns of such survivor, to use and occupy, manage and control the said described land and premises and personal property, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of said note and the interest thereon, and all monies advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said parties of the first part, their heirs on assigns, at the cost of the parties of the first part.

AND UPON THIS FURTHER TRUST, the part of the first part, will proceed as soon as possible after execution and delivery of this deed in the construction of the building or buildings to be erected on the premises in accordance with the plans and specifications hereto prepared by ____ and approved by the part___ of the first part and in accordance with all applicable laws and regulations of all legally constituted authorities and will diligently prosecute the construction thereof until the work is completed. If the part__ of the first part should not commence construction of such building or buildings within 30 days after execution and delivery of this deed or if the construction work should cease for any period of 15 or more consecutive working days before completion, the holder of the note, in addition to all other remedies available to ____, may, but shall not be required to, enter upon the premises to commence or complete construction of such building or buildings and may incur such expenses as may be necessary to commence or complete such construction in accordance with said plans and specifications. Any and all expenses incurred by the holder of the note in so commencing or completing the construction of such building or buildings shal l be payable by the part__ of the first part on demand, shall bear interest at the rate of 6% per annum and shall be secured by this deed.

AND UPON FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment thereof, when and as the same

shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or the Trustee acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or the Trustees acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, it being agreed that said note shall, upon such sale being made before the mateurity of said note, be and become immediately due and payable at the election of the holder thereof, and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the first part or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said parties of the first part do hereby agree at their own cost, during all the time where in any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of $17,981.60 dollars, in thename and to thesatisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied and also to pay all taxes and assessments, both general and special, that may be assessed agains, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

AND the said parties of the first part covenant that they will warrant specially the land and premises hereby covneyed, and that they will execute such further assurances of said land as may be requisite or necessary.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

TEST:

DONALD P. DUNN
Donald P. Dunn

DUNCAN JOHN MacDONALD (SEAL)
Duncan J. MacDonald

DONALD P. DUNN
Donald P. Dunn

BEVERLY J. MacDONALD (SEAL)
Beverly J. MacDonald

State of Maryland)
) ss.:
City of Baltimore)

I HEREBY CERTIFY that on this 21st day of May 1965, before the subscriber, a Notary Public, for the State of Maryland, in and for Baltimore City, aforegoing personally appeared Duncan J. MacDonald and Beverly J. MacDonald, his wife, and ded each acknowledge the aforegoing Deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 21st day of May, A.D. 1965

Notary
Public
Seal

SYDNEY EVNITZ
Notary P blic Sydney Evnitz

AT THE SAME TIME ALSO APPEARED MARTIN D. FINSTEIN, AGENT OF ALBEE GLEN HOMES, DIVISION OF ALBEE MARYLAND HOMES, INC., THE PARTY SECURED BY THE AFOREGOING DEED OF TRUST, AND MADE OATH IN DUE FORM OF LAW THAT THE CONSIDERATION SET FORTH IN THE AFOREGOING DEED OF TRUST IS TRUE AND BONA FIDE AS THEREIN SET FORTH, AND HE FURTHER MADE OATH THAT HE IS THE AGENT OF ALBEE GLEN HOMES, DIVISION OF ALBEE MARYLAND HOMES, INC., THE PARTY SECURED BY THE AFOREGOING DEED OF TRUST AND IS DULY AUTHORIZED TO MAKE THIS AFFIDAVIT ON ITS BEHALF.

VIRGINIA M. SIMERING
Virginia M. Simering

MARTIN D. FINSTEIN
Martin D. Finstein

Notary
Public
Seal

SYDNEY EVNITZ
Sydney Evnitz Notary Public

Three-Five Fifty; One Twenty-two Dollar
State Stamps. Endorsed 6/1/65

DEED OF TRUST NOTE
Filed April 10, 1967

DEED OF TRUST NOTE

May 21, 1965

FOR VALUE RECEIVED, the undersigned Duncan J. MacDonald and Beverly J. MacDonald jointly and severally promise to pay to the order of Albee Glen Homes Div. of Albee Maryland Homes, Inc. the sum of $17,981.60 on or before the 16th day of July, 1965, payable in 59 consecutibe monthly installments of $125.82 each, and one final installment of $10,558.22 in lawful money (legal tender) of the United States of America, at such place as the holder of this note may from time to time designate.

THIS NOTE and the indebtedness hereby secured may be prepared in whole or in part at any time prior to the due date above.

THIS NOTE is secured by a first Deed of Trust of even date herewith, executed and delivered by the maker hereof to Leon H. A. Pierson and Edward Pierson, as Trustee,s conveying certain real estate described in said Deed of Trust and intended to be recorded among the Land Records of Queen Anne County, State of Maryland, soon after the execution hereof, said property being known and described as Lot No. 14, Block T of Section 2-A, Harbor View, recorded among Land Records of Queen Anne's County in TSP 48, folio 163 (Plat Book 1, folio 58). and the terms and conditions of said Deed of Trust are made a part hereof and shall control in the interpretation and enforceement of this note.

It is hereby agreed that if default be made in the payments above mentioned or any part thereof as above provided, or if default be made in the performance of or compliance with the covenants and conditions of said Deed of Trust, then, in any or all of such events, the entire amount of this note shall at once become due and payable without notice, at the option of the legal holder hereof, time being the essence of this obligation.

The makers and endorsers severally waive presentment, protest and demand, notice of protest, demand, and of dishonor and non-payment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time wothout in any way affecting the liability of the makers and endorsers hereof.

WITNESS the hands and seals of the Obligors.

WITNESS:

DONALD P. DUNN

DUNCAN JOHN MacDONALD (SEAL)
Duncan J. MacDonald

BEVERLY J. MacDONALD (SEAL)
Beverly J. MacDonald

This is to certify that this is the note described in the Deed of Trust to the Trustees named herein, and bearing even date herewith; daid Deed of Trust and note having been executed in my presence.

Notary
Public
Seal

SYDNEY EVNITZ
Notary Public

THIS NOTE, being secured by Deed of Trust, as above set forth in this Note, is countersigned by the Trustee under said Deed of Trust for the purpose of indentification only.

LEON H. A. PIERSON
Leon H. A. Pierson Trustee

EDWARD PIERSON
Edward Pierson Trustee

STATEMENT OF DEED OF TRUST CLAIM
Filed April 10, 1967

ROBERT R. PRICE, JR., Substituted Trustee,	:	IN THE CIRCUIT COURT FOR
		QUEEN ANNE'S COUNTY
vs.	:	
		IN EQUITY
DUNCAN J. MacDONALD & BEVERLY J. MacDONALD, his wife,	:	NO. 4849

STATEMENT OF DEED OF TRUST CLAIM

Statement of Claim of Albee Maryland Homes, Inc., holder of a Note secured by Deed of Trust from Duncan J. MacDonald and Beverly J. MacDonald, his wife, to Leon H. A. Pierson and Edward Pierson, Trustees, dated May 21st, 1965, recorded in Liber CWC No. 15, folio 234, of the Land Records for Queen Anne's County.

Original Note	$17,981.60	
Total Installments Paid	748.92	
Gross Outstanding Balance		$17,232.68

Refund of time payment charge as of March 30, 1967 $ 1,340.98

Balance due and owing as of 3/30/67, with interest at 6% per annum until date of ratification $15,891.70

STATE OF MARYLAND)
) Sct.
COUNTY OF HOWARD)

I HEREBY CERTIFY, that on this 28th day of March, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Martin Finstein, Vice President of Albee Maryland Homes, Inc. and made oath in due form of law that the aforegoing is a just and true statement of the Amount of the note secured by the Deed of Trust filed in the said Cause now remaining due and unpaid.

Notary Public Seal

RUTH M. BLUCHER
Notary Public

ORDER
Filed April 10, 1967

ROBERT R. PRICE, JR., Substituted Trustee, : IN THE CIRCUIT COURT FOR
: QUEEN ANNE'S COUNTY
vs. :
DUNCAN J. MacDONALD & BEVERLY J. MacDONALD, his wife, : IN EQUITY
: NO. 4849

ORDER

The foregoing Petition and Affidavit having been read and considered, it is this 10th day of April, 1967, by the Circuit Court of Queen Anne's County -

ORDERED, that Robert R. Price, Jr., be, and he is hereby substituted as Trustee in the place and stead of Leon H. A. Pierson and Edward Pierson, who were designated Trustees in the aforementioned Deed of Trust, dated May 21st, 1965, and executed by Duncan J. MacDonald and Beverly J. MacDonald, his wife, to Leon H. A.Pierson and Edward Pierson, Trustees.

THOS J. KEATING JR.
JUDGE.

ORDER TO DOCKET SUIT
Filed April 10, 1967

Robert R. Price, Jr., Substituted Trustee, : In The Circuit Court For
: Queen Anne's County
vs. :
Duncan J. MacDonald & Beverly J. MacDonald, his wife, 702 Hamlen Road, S.E. Glen Burnie, Maryland, : In Equity
: No. 4849

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

Please docket the above entitled case, enter the attached Deed of Trust from Duncan J. MacDonald and Beverly J. MacDonald, his wife, to Leon H. A. Pierson and Edward Pierson, Trustees, dated May 21, 1965, and recorded among the Land Records of Queen Anne's County, in Liber CWC No. 15, folio 234, as Exhibit No. 1, Deed of Trust Note from Duncan J. MacDonald and Beverly J. MacDonald, his wife, to Albee Glen Homes Division of Albee Maryland Homes, Inc., as Exhibit No. 2 therein.

The said Leon H. A. Pierson and Edward Pierson, having consented to an Order of this Honorable Court, dated April 10 1967, substituting Robert R. Price, Jr., in the place and stead of the said Leon H. A. Pierson and Edward Pierson, Trustees, and enter the appearance of Robert R. Price, Jr., as Solicitor for the substituted Trustee.

ROBERT R. PRICE, JR.
Robert R. Price, Jr.
103 Lawyer's Row
Centreville, Md.
Assignee.

MILITARY AFFIDAVIT
Filed April 10, 1967

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

THIS IS TO CERTIFY, that on this 10th day of April, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Substituted Trustee, and made oath in due form of law that the said Mortgagors referred to in the aforegoing Order to Docket Suit, are not now nor have they within six months prior hereto been in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with the amendments thereto and Chapter 710 of the Laws of Maryland of 1941, and that yhis information is gotten from persons who know the Mortgagors, and that said Mortgagors post office address is 702 Hamlen Road, S. E., Glen Burnie, Maryland.

Notary
Public
Seal

MARCY F. COLLIER
Notary Public

CERTIFIED COPY OF BOND
FILED April 27, 1967

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert R. Price, Jr., of Centreville, Queen Anne's County, Maryland, SubstitutedTrustee, appointed by virtue of a decree of the Honorable the Judge of the Circuit Court dated 4/10/67, 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 TEN THOUSAND ($10,000.00) 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 April in the year of our Lord nineteen hundred and sixty-seven.

Whereas, the above bounden Robert R. Price, Jr. by virtue of the power contained in a Deed of Trust from Duncan J. MacDonald and Beverly J. MacDonald, his wife to Albee Maryland Homes, Inc. bearing date the 21st day of May, 1965 and recorded among the mortgage records of Queen Anne's County in Liber C.W.C. No. 15 Folio 234 and Robert R. Price, Jr. Substitute Trustee is about to sell the land and premises described in said Deed of Trust, 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 Robert R. Price, Jr., Substitute Truste, do and shall well and truly 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 Robert R. Price, Jr., Substitute Trustee has hereto set my hand and seal and the said body corporate has causee these presents to be duly signed by its Attorney-in-Fact, theday and year first herein above written.

Signed, sealed and delivered in the presence of:

MARILEE H. THOMPSON

ROBERT R. PRICE, JR. (SEAL)
Robert R. Price, Jr.
Substitute Trustee

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MARILEE H. THOMPSON
As to Surety

Corporate
Seal

By DOROTHY E. CONNOLLY
Attorney-in-Fact.

Security approved & Bond filed April 27, 1967

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 185, 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-seven.

CHARLES W. CECIL
Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 8, 1967

SUBSTITUTED TRUSTEE'S SALE
- OF VALUABLE -
FEE SIMPLE IMPROVED LOT

Under and by virtue of the terms of a Deed of Trust from Duncan J. MacDonald and Beverly J. MacDonald, his wife, to Leon H. A. Pierson and Edward Pierson, Trustees, dated May 21, 1965, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 15, folio 234, and by Order of the Circuit Court for Queen Anne's County, dated April 10, 1967, substituting Robert R. Price, Jr., as Trustee of said Deed of Trust, and default having occurred by non-payment of the note secured by said Deed of Trust, the Trustee will offer at public auction to the highest bidder on

TUESDAY, MAY 2nd, 1967

at the hour of 1:30 p.m. (D.S.T.) on the premises, the following descrined fee simple interest in 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; being known and designated as Lot No. 14, Block T. of Section 2A, Harbor View, as recorded among the Land Records of Queen Anne's County, in TSP No. 48, folio 163, (Plat Book No. 1, folio 58).

BEING the same land granted and conveyed unto Duncan J. MacDonald et ux, by deed from Clarence G. Seuss, et ux, dated May 17, 1965, and recorded in Liber C.W.C. No. 15, folio 141, of the Land Records aforesaid.

Improved by an unfinished residence.

Terms of Sale: A cash deposit of 20% of the purchase price will be required of the purchasers, balance upon ratification of sale by the Circuit Court of Queen Anne's County, balance to bear interest at 6% and to be secured to the satisfaction of the undersigned or entire purchase price may be paid on day of sale. Taxes to be adjusted upon ratification of sale and payment of the balance. Title papers, deed, recording costs and documentary stamps to be paid by the purchaser.

ROBERT R. PRICE, JR., Substituted
Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 3/3 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the SUBSTITUTED TRUSTEE'S SALE in the case of DUNCAN J.MACDONALD 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 2 day of May, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of April 1967 and the last insertion on the 27 day of April, 1967.

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

Filed May 8, 1967

REPORT OF SALE
FILED May 8, 1967

Robert R. Price, Jr., Substituted Trustee,	: :	In The Circuit Court For
	: :	Queen Anne's County
vs.	: :	In Equity
Duncan J. MacDonald and Beverly J. MacDonald, his wife 720 Hamlen Road, S.R. Glen Burnie, Maryland	: :	No. 4849

Report of Sale

The Report of Robert R. Price, Jr., Substituted Trustee, by assignment of a Deed of Trust of the fee simple interest to Leon H. A. Pierson and Edward Pierson, as Trustees, dated May 21st, 1965, from Duncan J. Mac Donald and Beverly J. MacDonald, his wife, recorded in Liber CWC No. 15, folio 234, of the Land Records of Queen Anne's County.

That suit was instituted for the foreclosure of said Deed of Trust on April, 1967.

That default was made by the Mortgagors by reason on the non-payment of the said Deed of Trust note and interest secured by said Deed of Trust and covenants to pay by the terms of said Deed of Trust at the time provided therein for payment.

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 Advertisement in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County for more than twenty (20) days prior to the date of sale, said Substituted Trustee did attend, on the premises of the said property, situated in "Harbor View", Queen Anne's County, Maryland, Fourth Election District, on Tuesday, May 2nd, 1967, at 1:30 (D.S.T.) and after having the Auctioneer cry the said sale for a considerable time and after reading the advertisement of sale, did sell the fee simple interest in the lot or parcel of land together with improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, aforesaid, and more particularly described in the above mentioned advertisement of sale to Albee Maryland Homes, Inc., it being then and there the highest bidder therefore, at and for the sum of $9,500.

The Purchaser having complied with the term of sale and having paid the required deposit, as per advertisement, and terms of sale, and Purchaser's affidavit required by the Maryland Rules is attached hereto also Certificate of Advertisement and Certificate of the Auctioneer.

The report states the amount of the sale to be $9,500. and your Substituted Trustee believes said price is the best price obtainable for the said property.

Respectfully submitted,

ROBERT R. PRICE, JR.
Robert R. Price, Jr.,
Substituted Trustee.

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

I HEREBY CERTIFY, that on this 3rd day of May, 1967, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Substituted Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

MARCY F. COLLIER
Notary Public

Filed May 8, 1967

CERTIFICATE OF AUCTIONEER
Filed May 8, 1967

CERTIFICATE OF AUCTIONEER

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

ALL that fee simple interest in a lot of ground and premises located in the Fourth Election District of Queen Anne's County, Maryland, and being more particularly described as Lot No. 14, Block T, Section 2A, Harbor View, Queen Anne's County, and set forth on a plat recorded in Liber TSP No. 48, folio 163, on the premises of said preperty, on Tuesday, May 2nd, 1967, at 1:30 P.M., (D.S.T.) unto Albee Maryland Homes Inc. at and for the sum of $9500.00.

J. A. JACKSON, JR.
Auctioneer.

Filed May 8, 1967

CERTIFICATE OF PURCHASER
Filed May 8, 1967

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

I Hereby Certify, that on this 2nd day of May, 1967, before me, the Subscriner, a Notary Public of the State and County aforesaid, personally appeared Gerald W. Healey, Agent for Albee Maryland Homes Inc. the Purchasers, at the foreclosure sale in this Cause, and made oath in due form of law that he purchased the Same as principal and not as agent for anyone, of that lot, parcel of land and improvements, situated in the Fourth Election District of Queen Anne's County, Maryland, being known and designated as Lot No. 14, Block T, Section 2A, Harbor View, being set forth on a plat recorded among the Land Records of QUEEN Anne's County in Liber TSP No. 48, folio 163, 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 $9500.00.

WITNESS my hand and Notarial Seal.

MARCY F. COLLIER
Notary Public

GERALS W HEALEY Notary
Public
Seal

Filed May 8, 1967

ORDER NISI ON SALE
Filed May 8, 1967

ORDER NISI ON SALE

Robert R. Price, Jr., Substituted Trustee,	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	in Equity
Duncan J. MacDonald and Beverly J. MacDonald, his wife. 720 Hamlen Road, S.R. Glen Burnie, Maryland	)	Cause No. 4849

ORDERED, this 8th. day of May, 1967, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Substituted Trustee, be ratified and confirmed, on or after the 8th. day of June, 1967, 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, 1967.

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

CHARLES W. CECIL Clerk

Filed May 8, 1967

CERTIFICATE OF PUBLICATION OF
ORDER NISI ONSALE

ORDER NISI ON SALE

Robert R. Price, Jr.,
Substituted Trustee
vs.
Ducan J. Mac Donald and
Beverly J. MacDonald, his wife
720 Hamlen Road, S.R.
Glen Burnie, Maryland

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

Cause No. 4849

ORDERED, this 8th day of May, 1967, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Substituted Trustee, be ratified and confirmed, on or after the 8th day of June, 1967, 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, 1967.

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

CHARLES W. CECIL, Clerk

Filed: May 8, 1967
True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 6/12, 1967

THE RECORD-OBSERVER CORPORATION , a body corporate, does hereby certify that the NISI #4849 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 1 day of June, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of May, 1967, and the last insertion on the 25 day of May, 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed June 12, 1967

FINAL ORDER OF RATIFICATION OF SALE
Filed June 14, 1967

Robert R. Price, Jr., Centreville, Maryland, Substituted Trustee,	:	In The Circuit Court For Queen Anne's County
vs.	:	

Duncan J. MacDonald and
Beverly J. MacDonald, his wife,
720 Hamlen Road, S.E.
Glen Burnie, Maryland. : In Equity

: No. 4849

Final Order of Ratification of Sale

ORDERED, this 14th day of June 1967, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the fre simple property made by Robert R. Price, Jr., Substituted Trustee, in this Cause, be, and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the proceeding 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 the said Robert R. Price, Jr., Substituted Trustee, is allowed the usual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefore before the auditor.

THOS J. KEATING JR.
Judge.

Filed June 14, 1967

REPORT AND ACCOUNT OF AUDITOR
Filed June 22, 1967

ROBERT R. PRICE, JR.,
Substituted Trustee,

vs.

DUNCAN J. MACDONALD and
BEVERLY J. MACDONALD, his wife,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4849

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That the within account is stated at the request of Robert R. Price, Jr., Substituted Trustee of the deed of trust foreclosed in these proceedings, wherein it appears that the proceeds of the sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $6,895.95.

2. That in the within account Robert R. Price, Jr., Substituted Trustee and vendor, is charged with the proceeds of sale and is allowed his commissions per agreement, the court costs, his bond premium on the corporate surety bond filed in this cause, the several advertising costs, the auctioneer's fee, the Notary charges, the fee of your auditor for stating this account and the balance was directed to be credited on the deed of trust debt.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 22, 1967

Filed June 22, 1967

Cause No. 4849

The proceeds of the sale of real estate reported in this cause, in account with Robert R. Price, Jr., Substituted Trustee, of the deed of trust foreclosed in these proceedings (and vendor of said land)

		Cr.	
1967			
June 14	By proceeds of the sale of said land, per report of said vendor, to wit:		$9,500.00
	To Robert R. Price, Jr., Substituted Trustee, of the deed of trust foreclosed (and vendor), the following commissions for making said sale, per terms of deed of trust (the balance of same having been waived by said vendor before your Auditor	$250.00	
	To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:	15.00	
	To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit: 1-Costs of Chas. W. Cecil, Clerk $23.00; 2-Appearance fee of Robt. R. Price, Jr., Attorney 10.00	33.00	

To do., for an amount paid Fidelity and Deposit Company for the Substituted Trustee's corporate surety bond filed in this cause, per receipt exhibited, to wit: - ---------- 40.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts axhibited, to wit:
1-For publishing Notice of sale ------$52.25
2-For publishing Order Nisi of Sale 14.00 66.25

To do., for an amount paid Joseph A. Jackson, Jr., auctioneer, for crying said sale, per his receipt exhibited, to wit:---------- 25.00

To do., for an amount due Marcy F. Collier, Notary Public, for notary charges, per statement exhibited, to wit:---------- 3.00

To J. Thomas Clark, auditor, for stating this account and notifying parties, the sum of ---------- $72.00

To Albee Glen Homes, Div of Albee Maryland Homes, Inc., as a partial payment on the debt secured by the deed of trust foreclosed in these proceedings, the balance, or the sum of ---------- 8,995.75

$9,500.00 $9,500.00

June 22, 1967

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed June 22, 1967

ROBERT R. PRICE, JR.,
Substituted Trustee

vs.

DUNCAN J. MACDONALD and
BEVERLY J. MACDONALD, his wife,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4849

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THEJJUDGES OF SAID COURT:

The undersigned Auditor of this Court hereby certifies that on the 22nd day of Juen, 1967, 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:

Robert R. Price, Jr.,
Substituted Trustee
Lawyers Row
Centreville, Maryland

Duncan J. MacDonald and
Beverly J. MacDonald
720 Hamlen Road, S. E.
Glen Burnie, Maryland

Albee Glen Homes Division
of Albee Maryland Homes, Inc.
931 Summit Street
Niles, Ohio 44446

PURSUANT to Rule 595, Section G. Maryland Rules, notify each of them that said account was filed on June 22, 1967, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 7, 1967, and that if no exceptions are filed with such fifteenday period, the account may thereupon be ratified on July 10, 1967.

J THOMAS CLARK
Auditor

Filed June 22, 1967

NISI RATIFICATION OF AUDIT
Filed June 22, 1967

NISI RATIFICATION OF AUDIT

Robert R. Price, Jr., Substituted Trustee
vs.

In the Circuit Court
for Queen Anne's County

Duncan J. MacDonald and)
Beverly J. MacDonald, his wife.)
)

In Equity

Cause No. 4849

ORDERED, this 22nd. day of June, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th. day of July, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 22, 1967

FINAL RATIFICATION OF AUDIT
Filed Aug. 4, 1967

ROBERT R. PRICE, JR.,
SUBSTITUTED TRUSTEE

VS.

DUNCAN J. MacDONALD AND
BEVERLY J. MacDONALD, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 4849

FINAL RATIFICATION OF AUDIT

ORDERED, this 4th. day of August, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the c ntrary 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 Robert R. Price, Jr., Substituted 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 Aug. 4, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of June, in the year nineteen hundred and sixty-seven, 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, 1967, OF PROPERTIES ASSESSED TO THE FOLLOWING: BENNY AND DOLORES CIVITELLO, CLIFFORD A. AND JEANETTE CANNON, STANLEY AND ALICE M. DUDO, VINCENT J. AND MARGARET R. KLOSOWKSI, EMORY GROSS, JOSEPH JACOBS, SR. HEIRS, ETTA WILSON HEIRS, MARGARET HINES, MICHAEL T. BLANCHE, CHARLES R. AND HELEN A. CHRISTIE, AMY H. CRANE, EQUITABLE TRUST COMPANY, JOHN R. AND LOIS J. EPSEY, CHAPMAN GOBRECHT, HAROLD W. AND DONNA M, HESSER, BERNARD L. AND BETTY LEE LONG, LEON J. AND NANCY R. MARSHALL, STANLEY J. AND AGNES S. MAY, ALFRED P. AND PEARL RUSSELL, L. MARIE VAN HISE, JOHN H. HUTCHINS, VIRGIE D. JOHNSON, SUSIE LEWIS, CAROL AND LOUISE STEWART, BENJAMIN W. AND CATHERINE E. WASHINGTON, CASSA THOMPSON, JOHN H. AND EDNER R. BURKE, LLOYD C. AND DORIS E. CANNON, GEORGE CLARK, WILLIAM B. AND VIRGINIA GLANDING, LAWRENCE R. AND RUTH H. JUNKIN, MARY E. LEE, KATE S. MONROE, ALLAN G. AND MILDRED WILSON, WISE HOMES OF ELKTON	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4871

* * * * * * * *

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 fiscal years 1965-66 and 1966-67 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 of 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 thereon were not paid when due.

3. That Royden N. Powell, Jr., Treasurer, caused to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the first day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment, on or before the 10th day of April, 1967, 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, 1967, 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, 1967, the Treasurer would proceed at 10:00 o'clock, A.M. on that day, at the Court House in said County, to offer said property for sale to the highest bidder for cash. A certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described, did proceed to sell on May 16, 1967, 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 W. J. Barcus, 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.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 604 and 605, Section 2, Chester Harbor, being designated on May 10, Queen Anne's County Tax Maps,consisting of 2 lots. Assessed value $500.00, assessed to Benny M. and Dolores Civitello for $23.10 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$23.10
Interest	1.61
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$51.71
5% Treasurer's Commission	4.00
	$55.71

The property was sold to Mames M. Nickerson 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 Second Election District of Queen Anne's County, Maryland, located Lots 780 and 781, Section 4, Chester Harbor, being designated on May 10, Queen Anne's County Tax Maps,consisting of 2 lots. Assessed value $500.00, assessed toClifford A. and Jeanette E. Cennon for $11.60 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$11.60
Interest	.46
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$37.06
5% Treasurer's Commission	1.85
	$38.91

The Property was sold to James T. Anthony, III, and Margaret N. Anthony at and for the sum of Thirty-eight Dollars Ninety-one Cents ($38.91, they bethen and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 653 and 654, Chester Harbor, being designated on May 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $500.00, assessed to Stanley and Alice M. Dudo for $11.60, taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$11.60
Interest	.46
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$37.06
5% Treasurer's Commission	1.85
	$38.91

The Property was sold to James T. Anrhony, III, and Margaret N. Anthony at and for the sum of Thirty-eight Dollars NinetyO-one cents ($38.91), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland,located Lots 889 and 890, Section 4, Chester Harbor, being designated on May 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $500.00, assessed to Vincent J. and Margaret R. Klosowksi for $11.60, taxes in arrears plus inereet, costs, and expenses to day of sale.

Taxes	$11.60
Interest	.46
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$37.06
5% Treasurer's Commission	1.85
	$38.91

The Property was sold to James T. Anthony, III, and Margaret N. Anthony at and for the sum of Thirty-eight Dollars Ninety-one Cents ($38.91), they being then and there the highest bidders therefor.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third ElectionDistrict of Queen Anne's County, Maryland, located in Brownsville Being designated as Parcel 102, Block 2, on Map 44, Queen Anne's County Tax Maps, consisting of a

lot. Assessed value $400.00, assessed to Emory Gross for $9.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 9.28
Interest	.37
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$34.65
5% Treasurer's Commission	10.00
	$44.65

The Property was sold to Amos Hynson, Jr. at and for the sum of Two Hundred Dollars ($200.00), 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 on Burrisville Road being designated as Parcel 18, Block 6, on Map 35, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $250.00, assessed to Joseph Jacobs, Sr. Heirs for $5.81 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 5.81
Interest	.24
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$31.05
5% Treasurer's Commission	40.00
	$71.05

The Property was sold to Amos Hynson, Jr. at and for the sum of Eight Hundred Dollars ($800.00), 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 near Burrisville being designated as Parcel 75, Block 16, on Map 28, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $150.00, assessed to Etta Wilson Heirs for $3.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.49
Interest	.16
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$28.65
5% Treasurer's Commission	2.00
	$30.65

The Property was sold to Amos Hynson, Jr. at and for the sum of Forty Dollars ($40.00), he being then and there the highest bidder therefor.

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Long Point Road being designated as Parcel 10, Block 9, on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $100.00, assessed to Margaret Hines for $6.89 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.89
Interest	.70
Advertising	13.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$36.59
5% Treasurer's Commission	1.78
	$38.37

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Thirty-eight Dollars Thirty-seven Cents ($38.37), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 4, Block GG, Plat 6, Cloverfields, being designated on May 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $375.00, assessed to Michael T. Blanche for $17,34 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$17.34
Interest	1.25
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$45.59
5% Treasurer's Commission	3.00
	$48.59

The Property was sold to Eva E. and J. B. Stephens at and for the sum of Sixty Dollars ($60.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 10, Block R, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a Lot. Assessed value $450.00, assessed to Charles R. and Helen A. Christie for $10.45 taxes in arrears plus interest, costs , and expenses to day of sale.

Taxes	$10.45
Interest	.41
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$35.86
5% Treasurer's Commission	1.75
	$37.61

The Property was sold to Eva E. and J. B. Stephens at and for the sum of Thirty-seven Dollars Sixty-one Cents ($37.61), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 18, Block 2, Section 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $445.00, assessed to Amy H. Crane for $10.33 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$10.33
Interest	.41
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$35.74
5% Treasurer's Commission	3.00
	$38.74

The Property was sold to Eva E. and J. B. Stephens at and for the sum of Sixty-Dollars ($60.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 24, Block S, Section 3, Kent Island Estates being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $250.00, assessed to Equitable Trust Company for $5.81 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 5.81
Interest	.24
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$31.05
5% Treasurer's Commission	2.25
	$33.30

The Property was sold to Frank G. and Vivian M. Schmaltz at and for the sum of Forty-five Dollars ($45.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located 1/2 of Lot 22E, Harbor-view, being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1/2 of a lot. Assessed value $50.00, assessed to Equitable Trust Co. for $1.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 1.17
Interest	.05
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$26.22
5% Treasurer's Commission	1.30
	$27.52

The Property was sold to Thomas C. Johnson at and for the sum of Twenty-seven Dollars Fifty-two Cents ($27.52), 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 7, Block 25, Lot 9, Block 26, Section, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $300.00, assessed to Equitable Trust Co. for $6.94 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.94

Interest	$ .28
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$32.22
5% Treasurer's Commission	2.50
	$34.72

The Property was sold to Frank G. and Vivian M. Schmaltz at and for the sum of Fifty Dollars ($50.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 31, Block V, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's Tax Maps, consisting of a lot. Assessed value $375.00, assessed to John R. and Lois J. Epsey for $17,34 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$17.34
Interest	1.22
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$45.56
5% Treasurer's Commission	4.75
	$50.31

The Property was sold to Kennard and Marie Buckle at and for the sum of Ninety-five Dollars ($95.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 39, Block F, Section 2, Kent Island Estates, being designated on May 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $275.00, assessed to Chapman Gobrecht for $12.72 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$12.72
Interest	.88
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$40.60
5% Treasurer's Commission	3.00
	$43.60

The Property was sold to Thomas H. Reynolds at and for the sum of Sixty Dollars ($60.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 3, Block D, Section 2, Kent Island Estates, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $6,335.00, assessed to Harold W. and Donna M. Hesser for $146.97 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$146.97
Interest	5.88
Advertising	9.00
Attorney	1.00
	$177.85
5% Treasurer's Commission	20.00
	$197.85

The Property was sold to B. Hackett Turner, Jr. 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 16, Block DD, Plat 6, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $375.00, assessed to Bernard L. and Betty Lee Long for $17.34 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$17.34
Interest	1.21
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$45.55
5% Treasurer's Commission	2.50
	$48.05

The Property was sold to Thomas H. Reynolds 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 Fourth Election District of Queen Anne's County, Maryland. located Lot 13, Block 37, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $432.00, assessed to Leon J. and Nancy R. Marshall for $10.03 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$10.03
Interest	.40
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$35.43
5% Treasurer's Commission	2.00
	$37.43

The Property was sold to Thomas H. Reynolds 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 Lots 1 and 3, Block L, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $720.00, assessed to Stanley J. and Agnes S. May for $16.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$16.70
Interest	.67
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$42.37
5% Treasurer's Commission	3.50
	$45.87

The Property was sold to Thomas H. Reynolds at and for the sum of Seventy Dollars ($70.00), 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 6, Block G, Plat 3, Cloverfields being designated on May 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,000.00, assessed to Alfred P. and Pearl Russell for $46.20 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$46.20
Interest	3.23
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public 666	1.00
	$76.43
5% Treasurer's Commission	3.77
	$80.20

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Eighty Dollars Twenty Cents '$80.20), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block 14, Section 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,608.00, assessed to L. Marie Van Hise for $37.30 taxes in arrears plus interest, costs, and expenses to day of Sale.

Taxes	$ 37.30
Interest	1.49
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$ 63.79
5% Treasurer's Commission	3.14
	$ 66.93

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Sixty-six Dollars Ninety-three Cents ($66.93), they being then and there the highest bidders therefor.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Carmichael-Wye Mills Road being designated as Parcel 69, Block 24, on Map 59, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $300.00, assessed to John H. Hutchins for $6.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.96
Interest	.28
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$32.24
5% Treasurer's Commission	1.56
	$33.80

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Thirty-three Dollars Eighty Cents ($33.80), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Grasonville-Perry's Corner Road being designated as Parcel 510, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $200.00, assessed to Virgie D. Johnson, for $9.24 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 9.24
Interest	.64
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$36.88
5% Treasurer's Commission	10.50
	$47.38

The Property was sold to Charles Dorsey and Goldie Wilson at and for the sum of Two Hundred Ten Dollars ($210.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Saw Mill Lane being designated as Parcel 546, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $1,760.00, assessed to Susie Lewis for $40.83 taxes in arreats plus interest, costs, and expenses to day of sale.

Taxes	$40.83
Interest	1.63
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$67.46
5% Treasurer's Commission	40.00
	$107.46

The Property was sold to Charles Dorsey and Goldie Wilson at and for the sum of Eight Hundred Dollars ($800.00), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Queenstown-Wye Mills Road being designated as Parcel 58, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $150.00, assessed to Carl and Louise Stewart for $3.49 taxes in arreats plus interest, costs, and expenses to day of sale.

Taxes	$ 3.40
Interest	.14
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$28.63
5% Treasurer's Commission	5.50
	$34.13

The Property was sold to Walter and Catherine Scott at and for the sum of One Hundred Ten Dollars ($110.00), they b eing then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Grasonville-Queenstown Road being designated as Parcel 482, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $150.00, assessed to Benjamin W. and Catherine E. Washington for $6.94 taxes in arreats plus interest, costs, and expenses to day of sale.

Taxes	$ 6.94
Interest	.49
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$34.43
5% Treasurer's Commission	8.50
	$42.93

The Property was sold to James and Dorothy Pauls at and for the sum of One Hundred Seventy Dollars ($170.00), 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 Starr-Queen Anne Road, being designated as Parcel 61, Block 12, on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $100.00, assessed to Cassa Thompson for $4.62 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 4.62
Interest	.32
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$31.94
5% Treasurer's Commission	1.75
	$33.69

The Property was sold to William R. Wilson, III, at and for the sum of Thirty-five Dollars ($35.00), he being then and there the highest bidder therefor.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Pondown-I.B. Road being designated as Parcel 92, Block 19, on Map 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $2,650.00, assessed to John H. and Edner R. Burke for $61.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$61.49
Interest	2.46
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$88.95
5% Treasurer's Commission	4.50
	$93.45

The Property was sold to Charles M. and Marrian K. Wilson at and for the sum of Ninety-three Dollars Forty-five Cents ($93.45), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Millington-Sudlersville Road being designated as Parcel 27, Block 14, on Map 2, Queen Anne's County Tax Map 2, Queen Anne's County Tax Maps, consisting a lot and improvements. Assessed value $1,640.00, assessed to Lloyd C. and Doris E. Cannon for $75.65 taxes in arrears plus interest, costs and expenses do day of sale.

Taxes	$ 75.65
Interest	5.28
Advertising	11.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$107.93
5% Treasurer's Commission	6.75
	$114.68

The Property was sold to Charles M. and Marrian K. Wilson at and for the sum of One Hundred Thirty-five Dollars ($135.00), they being then and there the highest bidders therefor.

All THAT lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Big Woods Road being designated as Parcel 78, Block 12, on Map 11, Queen Anne's County Tax Maps, consisting of 6 acres of land. Assessed value $150.00, assessed to George Clark for $3.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.49
Interest	.14
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$28.63
5% Treasurer's Commission	1.50
	$30.13

The Property was sold to Eva E. and J. B. Stephens at and for the sum of Thirty Dollars and Thirteen Cents ($30.13) they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Crumpton-McGinnis Corner Roda being designated as Parcel 46, Block 18, on Map 5, Queen Anne's County Tax

Maps, consisting of a lot of land, more or less and improvements. Assessed value $1,770.00, assessed to William B. and Virginia Glanding for $41.07 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$41.07
Interest	1.64
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$67.71
5% Treasurer's Commission	6.50
	$74.21

The Property was sold to Barclay Bloomgardenn Jr. at and for the sum of One Hundred Thirty Dollars ($130.00), 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 on Map 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $9,120.00, assessed to Lawrence R. and Ruth H. Junkins for $211.59 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$211.59
Interest	8.46
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$245.05
5% Treasurer's Commission	50.00
	$295.05

The Property was sold to Carlton Foster at and for the sum of One Thousand Dollars ($1,000.00), 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 McGinnis Corner-Ewingtown Road being designated as Parcel 69, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $225.00, assessed to Mary E. Lee for $10.42 taxes in arreats plus interest, costs, and expenses to day of sale.

Taxes	$10.42
Interest	.73
Advertising	11.00
Auctioneer	5.00
Notary Public	1.00
	$38.15
5% Treasurer's Commission	3.50
	$41.65

The Property was sold to James M. Nickerson at and for the sum of Seventy Dollars ($70.00), 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 in Ewingtown being designated as Parcel 135, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,225.00, assessed to Mary E. Lee for $52.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$52.02
Interest	3.50
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$80.52
5% Treasurer's Commission	3.98
	$84.50

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Eighty-four Dollars and Fifty Cents ($84.50), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on I.B. Pondtown Road being designated as Parcel 229, Block 13, on Map 12, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $762.00, assessed to Kate S. Monroe for $9.64 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 9.64
Interest	.61
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$35.25
5% Treasurer's Commission	1.75
	$37.00

The Property was sold to William R. Wilson, III, at and for the sum of Thirty-seven Dollars ($37.00), 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 on Pondtown-I. B. Road being designated as Parcel 84, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,400.00, assessed to Allan G. and Mildred Wilson for $46.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$46.32
Interest	2.92
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$74.24
5% Treasurer's Commission	3.75
	$77.99

The Property was sold to Charles M. and Marrian K, Wilson at and for the sum of Seventy-seven Dollars and Ninety-nine Cents ($77.99(, they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 97, Block 22, on Map 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $2,135.00, assessed to Wise Homes of Elkton for $49.53 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$49.53
Interest	1.98
Advertising	9.00
Attorney	10.00
Auctioneer	5.00
Notary Public	1.00
	$76.51
5% Treasurer's Commission	4.00
	$80.51

The Property was sold to William R. Wilson, III, at and for the sum of Eighty Dollars and Fifty-one Cents ($80.51), 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

Filed June 8, 1967

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

I HEREBY CERTIFY, that on this 31st day of May, 1967, 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 for Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Tax Sales are true to the best of his knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG
Notary Public
My Commission Expires: 7-1-67

Notary
Public
Seal

ORDER NISI
Filed June 12, 1967

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1967, OF PROPERTIES ASSESSED TO THE FOLLOWING: BENNY AND DOLORES CIVITELLO, CLIFFORD A. AND JEANETTE CONNON, STANLEY AND ALICE M. DUDO, VINCENT J. AND MARGARET R. KLOSOWKSI, EMORY GROSS, JOSEPH JACOBS, SR. HEIRS, ETTA WILSON HEIRS, MARGARET HINES, MICHAEL T. BLANCHE, CHARLES R. AND HELEN A. CHRISTIE, AMY H. CRANE, EQUITABLE TRUST COMPANY JOHN R. AND LOIS J. EPSEY,	*	IN THE CIRCUIT COURT FOR

CHAPMAN GOBRECHT, HAROLD W. AND DONNA M. HESSER, BERNARD L. AND BETTY LEE LONG, LEON J. AND NANCY R. MARSHALL, STANLEY J. AND AGNES S. MAY, ALFRED P. AND PEARL RUSSELL, L. MARIE VAN HISE, JOHN H. HUTCHINS, VIRGIE D. JOHNSON, SUSIE LEWIS, CARL AND LOUISE STEWART, BENJAMIN W. AND CATHERINE E. WASHINGTON, CASSA THOMPSON, JOHN H. AND EDNER R. BURKE, LLOYD C. AND DORIS E. CANNON, GEORGE CLARK, WILLIAM B. AND VIRGINIA GLANDING, LAWRENCE R. AND RUTH H. JUNKIN, MARY E. LEE, KATE S. MONROE, ALLAN G. AND MILDRED WILSON, WISE HOMES OF ELKTON	*	QUEEN ANNE'S COUNTY IN EQUITY NO. 4871

* * * * * * *

ORDERED, this 12th day of June, 1967, 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 21st day of July, 1967, 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 15th day of June, 1967, and ending on the 6th day of July, 1967.

And the report states amount of sales to be Five Thousand Five Hundred Fourteen Dollars and Seventy-four cents ($5,514.74).

THOS J. KEATING JR.
JUDGE

Filed: June 12, 1967

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed July 26, 1967

NOTICE

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1967, OF PROPERTIES ASSESSED TO THE FOLLOWING: BENNY AND DOLORES CIVITELLO, CLIFFORD A. & JEANETTE CONNON, STANLEY AND ALICE M. DUDO, VINCENT J. AND MARGARET R. KLOSOWSKI, EMORY GROSS, JOSEPH JACOBS, SR. HEIRS, ETTA WILSON HEIRS, MARGARET HINES, MICHAEL T. BLANCHE, CHARLES R. AND HELEN A. CHRISTIE, AMY H. CRANE, EQUITABLE TRUST COMPANY, JOHN R. AND LOIS J. EPSEY, CHAPMAN GOBRECHT, HAROLD W. AND DONNA M. HESSER, BERNARD L. AND BETTY LEE LONG, LEON J. AND NANCY R. MARSHALL, STANLEY J. AND AGNES S. MAY, ALFRED P. AND PEARL RUSSELL, L. MARIE VAN HISE, JOHN H. HUTCHINS, VIRGIE D. JOHNSON, SUSIE LEWIS, CARL AND LOUISE STEWART, BENJAMIN W. AND CATHERINE E. WASHINGTON, CASSA THOMPSON, JOHN H. AND EDNER R. BURKE, LLOYD C. AND DORIS E. CANNON, GEORGE CLARK, WILLIAM B. AND VIRGINIA GLANDING, LAWRENCE R. AND RUTH H. JUNKIN, MARY E. LEE, KATE S. MONROE, ALLAN G. AND MILDRED WILSON, WISE HOMES OF ELKTON

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

NO. 4871

ORDERED, this 12th day of June, 1967, 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 21st day of July, 1967, 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 15th day of June, 1967, and ending on the 6th day of July, 1967.

And the report states amount of sales to be Five Thousand Five Hundred Fourteen Dollars and Seventy four Cents ($5,514.74).

THOS J. KEATING, JR. Judge

Filed: June 12, 1967

True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., 7/19/, 1967

THE RECORD-OBSERVER CORPORATION, a bodycorporate, does hereby certify that the NOTICE IN THE MATTER OF THE TAX SALES 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 __ day of _____, 19____, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15 day of JUNE, 1967, and the last insertion on the 6 day of JULY, 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

ORDER OF COURT
Filed July 28, 1967

IN THE MATTER OR THE TAX SALE IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1967, OF PROPERTIES ASSESSED TO THE FOLLOWING: BENNY AND DOLORES CIVITELLO, CLIFFORD A. AND JEANETTE CONNON, STANLEY AND ALICE M. DUDO, VINCENT J. AND MARGARET R. KLOSOWKSI, EMORY GROSS, JOSEPH JACOBS, SR. HEIRS, ETTA WILSON HEIRS, MARGARET HINES, MICHAEL T. BLANCHE, CHARLES R. AND HELEN A. CHRISTIE, AMY H. CRANE, EQUITABLE TRUST COMPANY, JOHN R. AND LOIS J. EPSEY, CHAPMAN GOBRECHT, HAROLD W. AND DONNA M. HESSER, BERNARD L. AND BETTY LEE LONG, LEON J. AND NANCY R. MARSHALL, STANLEY J. AND AGNES S. MAY, ALFRED P. AND PEARL RUSSELL, L. MARIE VAN HISE, JOHN H. HUTCHINS, VIRGIE D. JOHNSON, SUSIE LEWIS, CARL AND LOUISE STEWART, BENJAMIN W. AND CATHERINE E. WASHINGTON, CASSA THOMPSON, JOHN H. AND EDNER R. BURKE, LLOYD C. AND DORIS E. CANNON, GEORGE CLARK, WILLIAM B. AND VIRGINIA GLANDING, LAWRENCE R. AND RUTH H. JUNKIN, MARY E. LEE, KATE S. MONROE, ALLAN G. AND MILDRED WILSON, WISE HOMES OF ELKTON	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4871

* * * * * * *

ORDERED this 28th day of July, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales made on the 16th day of May, 1967, 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:

Benny M. and Dolores Civitello - Second Election District
Clifford A. and Jeanette E. Cannon - Second Election District
Stanley and Alice M. Dudo - Second Election District
Vincent J. and Margaret R. Klosowksi -Second Election District
Emory Gross - Third Election District
Joseph Jacobs, Sr. Heirs - Third Election District
Etta Wilson Heirs - Third Election
Margaret Hines - Fourth Election District
Michael T. Blanche - Fourth Election District
Charles R. and Helen A. Christie - Fourth Election District
Amy H. Crane - Fourth Election District
Equitable Trust Company - Fourth Election District
John R. and Lois J. Epsey - Fourth Election District
Chapman Gobrecht - Fourth Election District
Harold W. and Donna M. Hesser - Fourth Election District
Bernard L. and Betty Lee Long - Fourth Election District
Leon J. and Nancy R. Marshall - Fourth Election District
Stanley J. and Agnes S. May - Fourth Election District
Alfred P. and Pearl Russell - Fourth Election District
L. Marie Van Hise - Fourth Election District
Virgie D. Johnson, Fifth Election District
John H. Hutchins - Fifth Election District
Susie Lewis - Fifth Election District
Carl and Louise Stewaet - Fifth Election District

Benjamin W. and Catherine E. Washington-Fifth Election District
Cassa Thompson - Sixth Election District
John H. & Edner R. Burke -Seventh Election District
Lloyd C. and Doris E. Cannon - Seventh Election District
George Clark - Seventh Election District
William B. and Virginia Glanding - Seventh Election District
Lawrence R. and Ruth H. Junkins - Seventh Election District
Mary E. Lee - Seventh Election District
Kate S. Monroe - Seventh Election District
Allan G. and Mildred Wilson - Seventh Election District
Wise Homes of Elkton - Seventh Election District

reported sold in these proceedings on account of taxes in arrears BEE 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 12th day of June, 1967, 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 July 28, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twelfth day of June in the year nineteen hundred and sixty-seven, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

EDWARD TURNER and B. HACKETT TURNER, JR. Attorneys named in Mortgage 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY 4872
MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife Stevensville, Maryland 21666	:	

: : : : : : : : : :

ORDER TO DOCKET SUIT

TO: Charles W. Cecil, Esquire, Clerk:

You will please docket suit, as per the above titling, for foreclosure of the mortgage from Malcolm E. Seybold and Viola A. Seybold, his wife, to Tidewater Bank, dated August 27, 1966 and recorded in Liber C.W.C. No. 24, folio 9, 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 herein 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
Attorneys Named in Mortgage
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

ORIGINAL MORTGAGE
Filed June 12, 1967

No. 56364
Rel6830 RECEIVED FOR RECORD Aug. 29, 1966

THIS MORTGAGE, made this 27th day of August, 1966, by MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Malcolm E. Seybold and Viola A. Seybold, his wife, are justly indebted unto TIDEWATER BANK, a body corporate, duly incorporated under the laws of the State of Maryland, in the full and just sum of TWENTY FIVE THOUSAND DOLLARS ($25,000.00), for money this day loaned and advanced unto them and for which said sum they have drawn and passed unto said body corporate their promissory note bearing even date herewith and payable in monthly installments of TWO HUNDRED TEN DOLLARS AND NINETY SEVEN CENTS ($210.97) each, including 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 7th day of October, 1966; notwithstanding the aforesaid monthly payments, the entire princopal balance shall mature at the end of ONE (1) YEAR from the date of the execution of thid mortgage, or any time thereafter at the option of the mortgage;

AND WHEREAS, it was a condition prececent to making 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, THEREFORE, 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 Malcolm E. Seybold and Viola A. Seybold, his wife, do hereby grant and convey unto the said body corporate, Tidewater Bank, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL those five (5) lots, or parcels of land situate, lying, and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described, as follows: BEGINNING for the first; 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 designated as Lot No. 24, Block 12, of the lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folio 590; BEGINNING FOR THE SECOND; all those two lots or parcels 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 designated as Lots Nos. 22 and 23, Block 12, of the lands of The Love Point Land and Improvement Company of Caroline Company, as more particularly shown on a plat of said lands intitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folio 590; BEGINNING FOR THE THIRD; all that remaining part of the lots or parcels of land, hereinafter set forth, not covered by the waters of the Chesapeake Bay, situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and designated as Lots

Nos. 15 and 16, Block 2, of the lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590; BEGINNING FOR THE FOURTH; all those lots, parts of lots, or parcels 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 designated as Lots Nos. 9, 10, 11, 12, 13, 14, 15, 16, Block 2, of the Lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folio 590, and which said lots, or parts thereof, may from time to time lie beneath the waters of the Chesapeake Bay; BEGINNING for the fifth; all right, title, interest and estate of Catherine Mary Perkinson in and to a strip or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, at Love Point, set forth and shown on a plat entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, recorded among the Land Records of QUEEN Anne's County in Liber S.S. No. 7, folio 590, and being all that bed or a street or roadway set forth and designated on said plat as Second Street bounded on the North by Lot 15, Block 2, and part of Lot 16, Block 2, bounded on the South by Lot 22, Block 12, bounded on the West by the easterly line of Baltimore Avenue as whown on said plat, and bounded on the East by the extension of the easterly line of Lot 22, Block 12, in a northerly direction to the southerly line of Lot 16, Block 2, on the northerly side of Second Street.

BEING all those lots or parcels of land which were granted and conveyed unto the said Malcolm E. Seybold and Viola A. Seybold, his wife, by Catherine Mary Perkinson, Widow, by deed of conveyance bearing date August 23, 1963, and recorded in Liber C.W.C. No. 2, folio 487, etc., a Land Record Book for Queen Anne's County, State of Maryland.

SUBJECT, NEVERTHELESS, to the following restrictive covenants and conditions, to wit: That the said Malcolm E. Seybold and Viola A. Seybold, his wife, their heirs and assigns, shall not at any time hereafter erect, or procure, or permit to be erected upon the hereby granted premises, or any part thereof, any dwelling, building, or structure at a cost of less than $1,000.00, and no part of said dwellings or structures shall be within 15 feet of the street line on the front of said lot or lots.

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 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 and 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 (5%) 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 securdd, 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 adeguacy 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 acquored 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 whold 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 Edward Turner and/or B. Hackett Turner, Jr., or either of them, hereby duly constituted attorneys, 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 or not; and third, the balance, if any, to the Mortgagor or to the Mortgagor or to whomsoever shall be intitled 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, seccessors 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 allgenders.

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

VIRGINIA S. WHITE — MALCOLM E. SEYBOLD (SEAL)
Malcolm E. Seybold

VIRGINIA S. WHITE — VIOLA A. SEYBOLD (SEAL)
Viola A. Seybold

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

On this the 27th day of August, 1966, before me, Virginia S. White, the undersigned officer, personally appeared Malcolm E. Seybold and Viola A. Seybold, his wife, known to me to be the person whose names 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 setforth, (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 July 1, 1967.

One-Fifty-five Dollar State
Stamp. Endorsed T & T 8/29/66

STATEMENT OF MORTGAGE DEBT
Filed June 12, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage, PLAINTIFF	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
vs.	:	
MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife, Mortgagors, Stevensville, Maryland 21666 DEFENDANTS.	:	

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt due and owing as of the day of sale under the mortgage from Malcolm E. Seybold and Viola A. Seybold, his wife, to Tidewater Bank, said mortgage bearing date August 27, 1966 and recorded in Land Liber, Queen Anne's County, C.W.C. No. 24, folio 0.

Amount of the princopal mortgage debt secured by said mortgage and as appears from the mortgage note attached hereto	$ 24,827.59
Interest due from Nov. 7 '66 to July 7, 1967	993.10
	$ 25,820.69

Interest for sixty (60) days from day of sale in accordance with Article 66, Section 8A of the

Annotated Code of Maryland - - - - - - - - - - -	258.20
	$ 26,078.89
Plus 10% collection commissions, as provided in Note, on $26,078.89 - - - - - - - - - - - - - $ 2,607.89	
And counsel fee as provided in mortgage - - 50.00	2,657.89
Total amount of mortgage debt - - - - - - - - - - - - - - -	$ 28,736.78

B. HACKETT TURNER, JR.
B. Hackett Turner, Jr., One of the Attorneys named in Mortgage 109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

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

I HEREBY CERTIFY, that on this 12th day of June, 1967, 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 aforegoing is a true Statement of Mortgage Debt due from Malcolm E. Seybold and Viola A. Seybold, 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, Malcolm E. Seybold and Viola A. Seybold, 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 indormation is obtained from persons who know the Defendants.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County.

PRINCIPAL MORTGAGE NOTE

$25,000.00 — *Stevensville, Maryland,* August 27, 1966

For Value received ~~XX~~ *we, or either of us, jointly and severally promise to pay to the order of*

TIDEWATER BANK
KENT ISLAND

the sum of TWENTY - FIVE THOUSAND - - - - - - 00/100 *Dollars*

Negotiable and payable at the Banking House in installments of $ 210.~~97~~99 each, beginning on the 7th day of October 1966, 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.

$25,000.00
monthly

Malcolm E. Seybold (SEAL)
Viola A. Seybold (SEAL)
(SEAL)
(SEAL)

SECURED BY FIRST MORTGAGE ON REAL ESTATE

SCHEDULE OF PAYMENTS

	DATE PAID	INT.	PRIN.	BALANCE
1	Oct. 1-66	125.00	85.99	24914.01
2	Nov. 1-66	124.57	86.42	24827.59
3				
4				
5				
6				
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CERTIFIED COPY OF BOND
Filed June 12, 1967

RECEIVED FOR RECORD June 12, 1967

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

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 Thirty Thousand Dollars ($30,000.00) 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 12 day of June, 1967;

WHEREAS, the above bounden Edward Turner and B. Hackett Turner, Jr., by virtue of the power contained in a mortgage from Malcolm E. Seybold and Viola A. Seybold, his wife, to Tidwater Bank, Stevensville, Maryland, bearing date August 27, 1966 and recorded in Liber C.W.C. No. 24, folio 9, a land record book for Queen Anne's County, State of Maryland; 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:

VIRGINIA S. WHITE

UNITED STATES FIDELITY AND GUARANTY COMPANY:

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

Corporate Seal

Security approved & Bond filed June 12, 1967

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 205, 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 12th day of June in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed July 11, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage, 109 Lawyers Row Centreville, Maryland 21617, PLAINTIFFS	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife, Mortgagors, Stevensville, Maryland 21666, DEFENDANTS.	:	IN EQUITY NO. 4872

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 Malcolm E. Seybold and Viola A. Seybold, his wife, to Tidewater Bank, said mortgage bearing date August 27, 1966, and recorded in Land Liber Queen Anne's County C.W.C. No. 24, folio 9; 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 conditions 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 Friday, July 7,1967, 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 therefor, at and for the sum of TWENTY FOUR THOUSAND AND HUNDRED DOLLARS ($24,100.00),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.

Thie Report states the amount of sale to be TWENTY FOUR THOUSAND ONE HUNDRED DOLLARS ($24,100.00).

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 11th day of July, 1967, 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 aforegoing Report of Sale are ture 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:
Filed July 11, 1967

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed July 11, 1967

MORTGAGE SALE

— OF VALUABLE —

REAL ESTATE

UNDER and by virtue of the Power of Sale contained in a mortgage from Malcolm E. Seybold and Viola A. Seybold, his wife, to Tidewater Bank dated August 27, 1966, and recorded in Liber C.W.C. No. 24, folio 9, 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

Friday, July 7, 1967

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 those five (5) lots, or parcels of land situate, lying, and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described, as follows: BEGINNING for the first; 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 designated as Lot No. 24, Block 12, of the lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590; BEGINNING FOR THE SECOND; all those two lots or parcels 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 designated as Lots Nos. 22 and 23, Block 12, of the lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590; BEGINNING FOR THE THIRD; all that remaining part of the lots or parcels of land, hereinafter set forth, not covered by the waters of the Chesapeake Bay, situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and designated as Lots Nos. 15 and 16, Block 2, of the lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590; BEGINNING FOR THE FOURTH; all those lots, parts of lots, or parcels 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 designated as Lots Nos. 9, 10, 11, 12, 13, 14, 15, 16, Block 2, of the Lands of The Love Point Land and Improvement Company of Caroline County, as more particularly shown on a plat of said lands entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagamon, Surveyor, dated 1910, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590, and which said lots, or parts thereof, may from time to time

lie beneath the waters of the Chesapeake Bay; BEGINNING for the fifth; all right, title, interest and estate of Catherine Mary Perkinson in and to a strip or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, at Love Point, set forth and shown on a plat entitled, "Map of Love Point Land and Improvement Company", by B. Frank Wagaman: Surveyor, dated 1910, recorded among the Land Records of Queen Anne's County in Liber S. S. No. 7, folio 590. and being all that bed or a street or roadway set forth and designated on said plat as Second Street bounded on the North by Lot 15, Block 2. and part of Lot 16, Block 2, bounded on the South by Lot 22, Block 12. bounded on the West by the easterly line of Baltimore Avenue as shown on said plat, and bounded on the East by the extension of the easterly line of Lot 22, Block 12. in a northerly direction to the southerly line of Lot 16, Block 2, on the northerly side of Second Street.

BEING all those lots or parcels of land which were granted and conveyed unto the said Malcolm E .Seybold and Viola A. Seybold, his wife, by Catherine Mary Perkinson, Widow. by deed of conveyance bearing date August 23, 1963, and recorded in Liber C. W. C. No. 2, folio 487, etc., a Land Record Book for Queen Anne's County, State of Maryland.

SUBJECT, NEVERTHELESS, to the following restrictive covenants and conditions, to wit: That the said Malcolm E. Seybold and Viola A. Seybold. his wife, their heirs and assigns, shall not at any time hereafter erect, or procure, or permit to be erected upon the hereby granted premises, or any part thereof, any dwelling, building, or structure at a cost of less than $1,000.00, and no part of said dwelling or structures shall be within 15 feet of the street line on the front of said lot or lots.

IMPROVEMENTS, consist of a large frame, white shingled, residence with 42 foot by 18 foot panelled living and dining room with picture window overlooking Chesapeake Bay, large kitchen and laundry room, powder room and closet on first floor, and large front porch overlooking the Chesapeake Bay; three bedrooms with closets and one large mosaic tile bath., two linen closets on second floor; baseboard hot water heat, heat controls on the first and second floors, cellar under part of house. Also one two room house suitable for guest cottage; one garage and tool shed; numerous fruit trees, an English walnut tree and grape vines. There is a fine new bulkhead protecting this property from the tides of Chesapeake Bay. This house is in a choice location at Love Point, overlooking the Chesapeake Bay, with good roads and easy access to fishing and hunting in the area.

TERMS OF SALE: One third (⅓) 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-7-6

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., July 11, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Mortgage Sale in the case of MALCOLM E. SEYBOLD & VIOLA A. SEYBOLD 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 7 day of July, 1967, and ahat the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 15 day of JUNE, 1967, and the last insertion on the 6 day of JULY, 1967.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

AFFIDAVIT BY PURCHASER
Filed July 11, 1967

EDWARD TURNER AND B. HACKETT TURNER, JR. Attorneys named in Mortgage,	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	INEQUITY
MALCOLM E. SEYBOLD AND VIOLA A. SEYBOLD, his wife	:	NO. 4872

: : : : : : : :

AFFIDAVIT BY PURCHASER

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

I HEREBY CERTIFY, that on this 7th. day of July, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thurman P. Jefferson, Cashier for Tidewater Bank 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.

Notary
Public
Seal

VIRGINIA S. WHITE
Virginia S. White
Notary Public
My commission expires July 1, 1969.

ORDER NISI ON SALE
Filed July 11, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
MALOCLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife, Mortgagors.	)	Cause No. 4872

ORDERED, this 11th day of July, 1967, 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 11th day of August, 1967, 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, 1967.

The report states the amount of sales to be $24,100.00.

CHARLES W. CECIL Clerk

Filed July 11, 1967

AFFIDAVIT OF AUCTIONEER AND
STATEMENT
Filed July 14, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage, 109 Lawyers Row Centreville, Maryland 21617 PLAINTIFFS	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MALCOLN E. SEYBOLD and VIOLA A. SEYBOLD, his wife Mortgagors, Stevensville, Maryland 21666, DEFENDANTS.	:	NO. 4872

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 14th day of July, 1967.

Notary
Public
Sale

VIRGINIA S. WHITE
Virginia S. White, Notary Public
My commission expires July 1, 1969.

ROSS RHODES — CHURCH HILL, MD. 21623
PHONE (301) 556-3234

Auctioneering . Zero Bulk Tanks . Wiring . Plumbing .
Heating . Refrigeration . Sales & Service . Protane Gas

July 7, 1967

TO: Ross Rhodes, Auctioneer, Dr.

Edward Turner and B. Hackett Turner, Jr.,
Attorneys named in mortgage, Chancery No. 4872
in the Circuit Court for Queen Anne's County.

TO FEE, for crying sale of Malcolm E. Seybold and
Viola A. Seybold, his wife, property at Love Point,
Queen Anne's County, Maryland on July 7, 1967 - - - - - - $50.00

CERTIFICATE OF ORDER NISI
ON SALE
Filed Aug. 10, 1967

ORDER NISI ON SALE

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage,

vs.

MALCOLM E. SEYBOLD AND VIOLA A. SEYBOLD, His wife, Mortgagors.

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

Cause No. 4872

ORDERED, this 11th day of July, 1967, 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 11th day of August, 1967, 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, 1967.

The report states the amount of sales to be $24,100.00.

CHARLES W. CECIL, Clerk

Filed July 11, 1967
True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md. August 10, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI in the case of 4872 SEYBOLD 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 4 day of Aug, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of JULY, 1967, and the last insertion on the 27 day of JULY, 1967.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Aug. 10, 1967

FINAL ORDER OF RATIFICATION
Filed Aug. 11, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage, 109 Lawyers Row Centreville, Maryland 21617, PLAINTIFFS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4872
vs.	:	
MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife, Mortgagors, Stevensville, Maryland 21666, DEFENDANTS.	:	

FINAL ORDER OF RATIFICATION

Upon the aforegoing Report of Sale and Affidavits, IT IS ORDERED, this 11th day of Aug. 1967, 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 7th day of July, 1967, 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 the rule of this Court and such proper expenses as they shall produce vouchers for to the auditor.

THOS J. KEATING JR.
Judge

REPORT OF AUDITOR
Filed Aug. 15, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage

vs.

MALCOLM E. SEYBOLD and VIOLA A. SEYBOLD, his wife

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 4872

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 the Mortgage (and vendor), 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 $3,901.09.

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, 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 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 mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark
Auditor

August 15, 1967

Cause No. 4872

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 vendor of said land)

Cr.

1967
July 7 By proceeds of the sale of land, per report of vendor, to wit: ---------- $24,100.00

Dr.

To Edward Turner and B. Hackett Turner, Jr., Attorneys 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:----------	1,355.00	$1,405.00
To do., for an amount paid Charles W. Cecil, Clerk, as advanced court costs, per receipt exhibited, to wit:----------		15.00
To do., for an amount due Charles W. Cecil, Clerk, for additional court costs, per statement exhibited, to wit:		
1-Costs of Chas. W. Cecil, Clerk--	18.20	
2-Appearance fee of Turner & Turner, Attorneys----------	10.00	28.20
To do., for an amount due United States Fidelity and Guaranty Company, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, wo with:----------		120.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For publishing notice of sale--$	175.00	
2-For publishing order nisi of sale----------	14.00	189.00
To do., for an amount paid William R. Wilson, 3rd, Treasurer, for vendors' share of taxes, being 7 days of year 1967-8, on real estate		

sold in this cause, per receipt and statement exhibited, to wit:---------- 5.00

To do., for an amount due Ross Rhodes, Auctioneer, for crying said sale, per statement for same exhibited and as agreed between the parties, to wit:---------- 50.00

To J. Thomas Clark, auditor, for stating this audit, the sum of ---- 110.00

To Tidewater Bank, Mortgagee, as a partial payment on the indebtedness due under terms of mortgage foreclosed herein in the sum of $26,078.89, as per statement of mortgage indebtedness filed in this cause, the balance, or the sum of ----- $22,177.80

$24,100.00 $24,100.00

August 15, 1967

J. THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Aug. 15, 1967

EDWARD TURNER and B. HACKETT TURNER, JR., Attorneys named in Mortgage

vs.

MALCOLM E. SEYBOLD, and VIOLA A. SEYBOLD, his wife

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Court Auditor, hereby certifies that on August 15, 1967, 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:

Edward Turner and
B. Hackett Turner, Jr.
Lawyers Row
Centreville, Maryland

Tidewater Bank
Stevensville, Maryland

Malcolm E. Seybold and
Viola A. Seybold, his wife
Stevensville, Maryland 21666

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 15, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before August 30, 1967, and if no exceptions are filed within said time, the account may thereupon be ratified on August 31, 1967.

J. THOMAS CLARK
Auditor

CERTIFICATE OF NISI
RATIFICATION OF AUDIT
Filed Aug. 15, 1967

NISI RATIFICATION OF AUDIT

Edward Turner and
B. Hackett Turner, Jr.
Attorneys named in Mortgage

vs.

Malcolm E. Seybold and
Viola A. Seybold, his wife

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4872

ORDERED, this 15th day of August, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 31st day of August, 1967, unless cause to the contrary thereof be pre-

viously shown.

CHARLES W. CECIL, Clerk

Filed Aug. 15, 1967

FINAL RATIFICATION OF AUDIT
Filed Aug. 31, 1967

Edward Turner and
B. Hackett Turner, Jr.,
Attorneys named in Mortgage

vs.

Malcolm E. Seybold and
Viola A. Seybold, his wife.

In the Circuit Court
for Queen Anne's County
in Equity
Cause No. 4872

FINAL RATIFICATION OF AUDIT

ORDERED, this 31st. day of August, 1967, 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 the 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 Aug. 31, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Tenth day of September in the year nineteen hundred and sixty-five, the following PETITION was brought to be recorded, to wit:-

IN THE MATTER OF EDNA LYON KEHM, A PERSON ALLEGED TO BE UNDER DISABILITY	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4727

PETITION FOR ADJUDICATION OF A PERSON AS AN INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth L. Thompson and Helen L. Baker, next friends of Edna Lyon Kehm, respectively shows:

1. That Edna Lyon Kehm, 87 years of age, of the white race, a female, whose residence address is Queenstown, Maryland, is presently a patient at The House in The Pines - Easton, Inc., Easton, Maryland.

2. That your Petitioners are the nieces of Edna Lyon Kehm and are the duly appointed and qualified Conservators of her property by a Decree of the Circuit Court for Queen Anne's County, in Chancery No. 4698.

3. Edna Lyon Kehm has been a patient in The House in The Pines - Easton, Inc., Easton, Maryland, for sometime past.

4. The names and addresses of the closest relatives of Edna Lyon Kehm, so far as known to your Petitioners are as follows:

Miss Edna Lyon, niece, Jeffersonville, New Yor.
Mrs. Mable Knight, niece, 118 N. Stiles St., Linden, New Jersey.
Mrs. Shirley Milke, niece, 7727 Bagley Ave., Baltimore, Md.
Mrs. Jean Synder, niece, Box 783, Delray Beach, Florida.
Mr. Gerald Lyon, nephew, Queenstown, Md.
Mrs. Louise L. Curlett, niece, Grasonville, Md.
Mrs. Irene Sandford, niece, 36 Hill St., Midland Park, New Jersey.
Mrs. Ruth L. Thompson, niece, Grasonville, Md.
Mrs. Helen L. Baker, niece, Queenstown, Md.

5. That Edna Lyon Kehm is incompetent to manage her property by reason of a mental disability, the cause of which cerebral arteriosclerosis, the nature of which is inability to speak or to think abstractly, the extent of which is moderately severe and the probable duration of which is permanent.

6. The natute and approximate value of the property of Edna Lyon Kehm is as follows:

House and Lot on Wye River, Queen Anne's County, Md.....	$20,000.00
Paid up insurance policy #1707920 of The Mutual Life Insurance Company of New York	552.00
Household furnishings and effects located in above house	1,500.00
Cash on deposit in the Centreville National Bank of Md.	789.73
Cash on deposit in a Savings Account in the Queenstown Bank of Maryland	466.49

7 Edna Lyon Kehm is the beneficiary of a Veterans' Administration pension from her deceased husband in the amount of $65.00 per month.

8. That because of the physical and mental condition of Edna Lyon Kehm, it is necessary that some person or persons be appointed to care for her person.

9. That the personal assets of Edna Lyon Kehm are nearly depleted, so that it will become necessary to sell her real estate in order to provide for her future support and maintenance.

10. That your Petitioners attach hereto, as a part hereof, marked "Exhibit A" and "Exhibit B", certificates of two (2) physicians licensed to practice medicine in the State of Maryland, one of whom attended the alleged incompetent within the ten (10) days before the filing of this Petition.

WHEREFORE, your Petitioners hereby apply for the appointment of a Committee of the person and estate of Edna Lyon Kehm, alleged incompetent by reason of a mental disability.

Respectfully submitted:

RUTH L. THOMPSON

HELEN L. BAKER

CLAYTON C. CARTER
Clayton C. Carter
Attorneys for Petitioners
111 Lawhers Row
Centreville, Maryland 21617
Telephone: 758-1680

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, sct:

I HEREBY CERTIFY, that on this 10th day of September, 1965, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Ruth L. Thompson and Helen L. Baker, and each made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of their knowledge, information and belief.

CHARLES W. CECIL
Clerk of Court

EXHIBIT "A"
Filed Sept. 10, 1965

"EXHIBIT A"

I, STEPHEN P. CARNEY, a medical doctor practicing in the State of Maryland for the last five years, do hereby certify that I attended EDNA LYON KEHM last on the 25th day of August, 1965 and am of the opinion that she is incompetent to manage her property for the reason of a mental disability, the cause of which is cerebral arteriosclerosis with recent cerebral thrombosis the nature of which is inability to speak, or to think abstractly, the extent of which is moderately severe and the probable duration of which is permanent.

STEPHEN P. CARNEY, M D
Stephen P. Carney, M.D.

Notary Public Seal

Subscribed and sworn to before me this 27th day of August, 1965.

RUTH D. HASH
Notary Public

EXHIBIT B
Filed Sept. 10, 1965

"EXHIBIT B"

I, THURSTON HARRISON, a medical doctor practicing in the State of Maryland for the last five years, do hereby certify that I examined EDNA LYON KEHM on the 31 day of August, 1965, and an of the opinion that she is incompetent to manage her property for the reason of a mental disability, the cause of which is cerbral atherosclerosis c old Right Amniphiba & aphasia the nature of which is inability to speak & impairment of intellectual function, the extent of whichiis severe and the probable duration of which is permanent

THURSTON HARRISON M D.

Notary Public Seal

Subscribed and sworn to before me this 31st day of August, 1965.

RUTH D. HASH
Notary Public

ORDER OF COURT
Filed Sept. 13, 1965

ORDER OF COURT

Upon the aforegoing Petition, Affidavit and Certicates, IT IS ORDERED this 13th day of September, 1965, by the Circuit Court for Queen Anne's County, in Equity, that Edna Lyon Kehm, the alleged incompetent, show cause if any she may have, on or before the 30th day of September, 1965, why the relief prayed in the aforegoing Petition should not be granted, provided a cipy of the within Petition, Summons and of this Order be served upon the said Edna Lyon Kehm, and a copy of the within Petition, Summons and of this Order be left with the person having the care of Edna Lyon Kehm, on or before the 20th day of Sept. 1965.

THOS J KEATING, JR.
Judge

EQUITY SUMMONS
Filed Oct. 4, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

EQUITY SUMMONS:

October Return Day

File No. 4727

Docket C.W.C. #1, fol. 114

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

TO: Edna Lyon Kehm
The House in The Pines-Easton Inc.
Easton, 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

Ruth L. Thompson, Grasonville, Md., and Helen L. Baker,
Queenstown, Md., next friends of Edna Lyon Kehm

Issued the 28th. day of September 1965

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 21617
Telephone: 758-1680

CHARLES W. CECIL
Clerk

(Seal of Court)

Court
Seal

NOTICE TO THE PERSONS(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 19, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back of the aforegoing is the following endorsement, to wit:-

Received Sept. 29, 1965 and delivered to Shf of Talbot Co. John T. Baynard, Clerk
of summons, petition and Order
Served by leaving Copy/in the hands of summons, petition and Order of Edna Lloyd Kehm and Copy/left with Mrs. Lewis Callahan, Director of Nurses at House of Pines, Easton, Maryland, Sept. 29, 1965.

T. O. MEREDITH
T. O. Meredith, Sheriff

INQUISITION
Filed Oct. 27, 1965

IN THE MATTER OF	:	IN THE CIRCUIT COURT
EDNA LYON KEHM,	:	FOR
A PERSON ALLEGED TO BE	:	QUEEN ANNE'S COUNTY
UNDER DISABILITY	:	IN EQUITY
	:	NO. 4727

INQUISITION

This Inquisition, taken this 27th day of October, 1965, at Centreville, Queen Anne's County, Maryland, before the Circuit Court for Queen Anne's County, in Equity, by virtue of the Petition for the appointment of a Committee of the person and estate of Edna Lyon Kehm, alleged incompetent by reason of a mental disability, withesseth:

That,we, the jurors, whose named are hereto subscribed and seals affixed, having been duly impanelled, sworn and charged to inquire whether the said Edna Lyon Kehm is an incompetent by reason of a mental disability, having heard the evidence given to this Court before us andhaving duly considered the same, do find:

That Edna Lyon Kehm is incompetent by reason of being afflicted with a species of mental unsoundness which incapacitates her from protecting herself or her property against her own weakness or the artifice of others.

And the jurors aforesaid do also find that the said Edna Lyon Kehn is seized and possessed of a valuable estate, real and personal, situate and being in this County, valued at about Twenty-two Thousand DOLLARS ($22,000.00), a particular description whereof is contained in the Petition filed in this Cause; nor do they find that she hath, when in such unsoundness of mind, aliened any part thereof; and that the nearest of kin and heirs at law of the said Edna Lyon Kehm are the following nieces and nephews, all who are full age, to wit:

Edna Lyon, Mable Knight, Shirley Milke, Jean Synder, Gerald Lyon, Louise L. Curlett, Irene Sandford, Ruth L. Thompson and Helen L. Baker.

IN WITNESS WHEREOF, the jurors have hereunto subscribed their names and affixed their seals the day and year first herein mentioned.

MEDFORD BAXTER JR.	(SEAL)	GEORGE RAYMOND BOSTIC	(SEAL)
MARGARET B. MARGREY	(SEAL)	FLORENCE STARKEY	(SEAL)
THOMAS H. CALLAHAN, III	(SEAL)	ESTHER C. DRAPER	(SEAL)
JOHN F. GANNON	(SEAL)	BEVERLY C. YOUNG	(SEAL)
ROBERT E. WILSON	(SEAL)	LEROY OWEN LEWIS	(SEAL)
WILLIAM T. DAVIS	(SEAL)	LEMUEL A. THOMPSON JR.	(SEAL)

NO. 4727 Chy.

IN THE MATTER OF
EDNA LYON KEHM A
PERSON ALLEGED TO BE
UNDER DISABILITY

1. Medford B. Baxter, Jr. Foreman
2. Margaret B. Margrey
3. Florence T. Starkey
4. George Raymond Bostic
5. William T. Davis
6. Esther C. Draper
7. Thomas H. Callahan III
8. John F. Gannon
9. Beverly C. Young
10. Robert E. Wilson
11. Lemuel A. Thompson, Jr.
12. Leroy Owen Lewis

DECREE CONFIRMING INQUISITION
Filed Oct. 27, 1965

IN THE MATTER OF	:	IN THE CIRCUIT COURT
EDNA LYON KEHM	:	FOR
A PERSON ALLEGED TO BE	:	QUEEN ANNE'S COUNTY
UNDER DISABILITY	:	IN EQUITY
	:	NO. 4727

DECREE CONFIRMING INQUISITION

The return of the Inquisition taken in the above cause having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 27th day of October, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that thesaid Inquisition be and it is hereby confirmed.

And it is further, ADJUDGED, ORDERED and DECREED, that Ruth L. Thompson and Helen L. Baker be and they are hereby appointed Committees of the person and estate of the said Edna Lyon Kehm with full power and authority to take charge of and manage the property and to assume the control of the person of the said Edna Lyon Kehm under the direction of this Court; but before the said Ruth L. Thompson and Helen L. Baker shall proceed to act as such Committee, they shall give bond to the State of Maryland in the penalty of TWENTY FIVE HUNDRED Dollars, for the faithful performance of the duties as such Committee, subject to the provisions of Maryland Rule H and V73, additional bond to be filed if and when real estate is sold or mortgaged.

THOS J KEATING JR.
Judge

PETITION TO SELL
July 6, 1966

IN THE MATTER OF	:	IN THE CIRCUIT COURT
EDNA LYON KEHM,	:	FOR
A PERSON ALLEGED TO BE	:	QUEEN ANNE'S COUNTY
UNDER DISABILITY	:	IN EQUITY
	:	NO. 4727

PETITION TO SELL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth L. Thompson and Helen L. Baker, Committee in this Cause, unto your Honors respectfully shows:

1. That your Petitioners are the duly appointed and qualified Committee of the person and estate of Edna Lyon Kehm, who is declared to be an incom;etent by reason of a mental disability by an inquisition taken before this Court on October 27,1965.

2. That a part of the corpus of this trust estate consists of the following described real estate, to wit:

ALL those two lots or parcels of land, situate, lying and being on Wye River, in the Fifth Election District of Queen Anne's County, Maryland, which is contained within the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat thereof, dated November 9, 1965, by Wirt D. Bartlett, Engineer, to wit:

PARCEL NO. 1 Bounded on the West and North by lands of Linden S. Gabler and Constance P. Gabler, his wife, bounded on the East by the Wye Ruver, and bounded on the South by lands of Chester C. Cox and the Gabler lands abovementioned, to wit:

BEGINNING for the same at a concrete monument on the northwest corner of the lands of Chester C. Cox and running thence across a thirty (30) foot wide access road into the lands herein described North seventy-six degrees twenty-six minutes West (N76°-26'W) thirty and fifty-seven hundredths (30.57) feet to an iron pipe; thence by and with the lands of Linden S. Gabler and Constance P. Gabler, his wife, the following three (3) courses: (1) North eighty-three degrees sixteen minutes West (N83°-16'W) seventy-five and four hundredths (75.04) feet to an iron pipe; (2) North nine degrees no minutes East (9°-00'E) two hundred ninety-seven and sixty-three hundredths (297.63) feet to an iron pipe; (3) North fifty-four degrees fifty-one minutes East one hundred sixty-seven and thirty-five hundredths (167.35) feet to an iron pipe on the mean high water line of the Wye River; thence with the mean high water line of the Wye River the following eleven courses: (1) South twenty-seven degrees fifty-seven minutes East (S27°-57'E) four hundred fifty-two and seventy two hundredths (452.72) feet to a point; (2) South eleven degrees seven minutes East (S11°-07'E) seventy-four and seventy-four hundredths (74.74) feet to a point; (3) South zero degrees forty-five minutes West (S0°-45'W) one hundred eighty-eight and seventy hundredths (188.70) feet to a point; (4) South thirty-four degrees sixteen minutes West (S34°-16'W) fifty-three and sixty-six hundredths (53.66) feet to a point; (5) South eighty-four degrees ten minutes West (S84°-10'W) thirty-two and twenty-five hundredths (32.25) feet to a point; (6) North eighteen degrees fifty-four minutes West (N18°-54'W) twenty-seven and seventeen hundredths (27.17) feet to a point; (7) North twenty degrees eighteen minutes East (N20°-18'E) one hundred thirty and thirty-four hundredths (130.34) feet to a point; (8) North six degrees fifty minutes East (N06°-50'E) ninety five and fifty-six hundredths (95.56) feet to a point; (9) North twenty-eight degrees thirty-five minutes West (N28°-35'W) seventy and forty-five hundredths (70.45) feet to a point; (10) North eighty-seven degrees fifty-five minutes West (N87°-55'W) fifty-seven and sixty hundredths (57.60) feet to a point; (11) South sixty-three degrees thirty-four minutes West (S63°-34'W) seventy-seven and three hundredths (77.03) feet to a point on the line of division between the lands herein described and the lands of Chester C. Cox, said point being witnessed by a concrete monument offset along the next succeeding course of this description of sixteen (16) feet; thence with the Chester C. Cox lands North seventy-seven degrees fourteen minutes West (N77°-14'W) one hundred thirty-one and no hundredths (131.00) feet to a concrete monument, the PLACE OF BEGINNING: and

CONTAINING two and five hundred eighty thousandths (2.580) acres of land, more or less.

PARCEL NO. 2 Bounded on the North by Parcel No. 1 and land of Linden S. Gabler and Constance P. Gabler, his wife, bounded on the West by the Pig Pen Point Road, bounded on the South by the lands of Albert I. Baker and bounded on the East by lands of Chester C. Cox and Adele L. Cox, to wit:

BEGINNING for the same at a concrete monument on the northwest corner of the lands of Chester C. Cox and running thence with Parcel No. 1, North seventy-six degrees twenty-six minutes West (N76°-26'W) thirty and fifty-seven hundredths (30.57) feet to an iron pipe; thence with the lands of Linden S. Gabler and Constance P. Gabler, his wife, the following four courses; (1) South twenty-four degrees forty-two minutes West (S24°-42'W) seventy-one and five hundredths (71.05) feet to an iron pipe; (2) South thirteen degrees forty-three minutes West (S13°-43'W) fifty-four and forty-eight hundredths (54.48) feet to an iron pipe; (3) South seven degrees thirty-one minutes West (S7°-31'W) sixty-nine and sixty-one hundredths (69.61) feet to an iron pipe; (4) North eighty-four degrees twenty minutes West (N84°-20'W) eight hundred twenty-five and twenty-nine hundredths (825.29) feet to an iron pipe; thence with the east side of the Pig Pen Point Road the following two (2) courses: (1) South thirty-three degrees two minutes West (S33°-02'W) fifteen and seven hundredths (15.07) feet to a point; (2) South eight degrees six minutes West (S08°-06'W) sixteen and sixty-two hundredths (16.62) feet to a point; thence with the lands of Albert I Baker, and wife, the following three (3) courses (1) South eighty-four degrees twenty minutes East (S84°-20'E) six hundred fifty-seven and eleven hundredths (657.11) feet to a point; (2) North three degrees twenty-five minutes East (N03°-25'E) twelve and no hundredths (12.00) feet to a point; (3) South eighty-four degrees twenty minutes East (S84°-20'E) two hundred six and ten hundredths (206.10) feet to a concrete monument; thence by and with the lands of Chester C. Cox and Adele L. Cox the following three (3) courses: (1) North seven degrees thirty-nine minutes East (N07°-39'E) eighty-five and no hundredths (85.00) feet to a concrete monument; (2) North thirteen degrees twenty-three minutes (N13°-23'E) fifty and no hundredths (50.00) feet to a concrete monument; (3) North twenty-four degrees twenty-one minutes East (N24°-21'E) seventy four and no hundredths (74.00) feet to a concrete monument, the PLACE OF BEGINNING: and

CONTAINING six hundred forty-two thousandths (0.642) acre of land, more or less.

BEING all of the remaining land which by deed dated January 15, 1923 and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 11 folio 342 was granted and conveyed by John K. Bryan, et ux. unto Herman Kehm and Edna Lyon Hehm, his wife; the said Herman Kehm having died on May 18, 1951 and leaving Edna Lyon Kehm to survive him and in whom the same vested solely.

INCLUDING a right of ingress and egress at all times and for all purposes for the said Edna Lyon Kehm, her assigns, tenants, servants, invitees or visitors, in common with all others having the like right at all times hereafter, with or without vehicles, or animals, to and from the land hereby conveyed or any part

thereof, over and along the Northern most 12 feet of the lot of Albert I. Baker et ux. convey d unto them by Edna Lyon Kehm by deed dated June 13, 1955 and recorded among said land records in Liber T.S.P. No. 24 folio 484.

3. That a part of the corpus of this trust estate consists of 8.39 shares of the capital stock of Queen Anne's County Cooperative, Inc. of the par value of $1.00 each.

4. That a part of the corpus of this trust estate consists of household furnishings and effects located in the home of the incompetent on the above described real estate and more particularly encumbered in a List of Assets hereto filed in this cause, having a value of $1,500.00.

5. That Edna Lyon Kehm is 87 years of age and has suffered a paralytic stroke and is presently confined as a patient in The House in the Pines - Easton, Inc., Easton, Maryland.

6. That the only income to which the said Edna Lyon Kehm is entitled is a pension from the Veteran's Administration in the amount of $65.00 per month.

7. That the said income is insufficient to provide for the care and maintenance of the said Edna Lyon Kehm, who may require special nursing care the rest of her life.

8. That in order to provide for the support of said incompetent and for the payment of all reasonable and just expenses which the Petitioners had incurred, it was necessary to borrow the sum of $10,000 from the Queenstown Bank of Maryland which has been secured by two mortgages of said real estate above described and which remain unpaid.

9. That there are no other assets sufficient to provide the funds necessary for the support of the said Edna Lyon Kehm or for the payment of all reasonable and just expenses which your Petitioners have incurred, including the payment of the interest and principal of the aforesaid indebtedness.

10. That your Petitioners deem it necessary to sell the aforesaid real estate and personal property for the support of the said incompetent and for the payment of all reasonable and just expenses which your Petitioners have incurred.

11. That your Petitioners file herewith an appraisal of said real estate made within six months by a competent appraiser.

TO THE END THEREFORE:

A. That your Petitioners be authorized to sell said real estate at private sale through a licensed real estate broker or at public sale, at the discretion of your Petitioners.

B. That your Petitioners be authorized to sell at public sale through Dixon's Furniture Auction at Crumpton, Maryland, the household furnishings and effects of the said Edna Lyon Kehm.

C. That your Petitioners be authorized to sell the 8.39 shares of the capital stock of Queen Anne's County Cooperative, Inc. at private sale to the said Cooperative.

D. That your Petitioners may have such other and further relief in the premises as their case may require.

Respectfully submitted:

RUTH L. THOMPSON

HELEN L. BAKER
Committee of the person and
estate of Edna Lyon Kehm

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 6th day of July, 1966, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Ruth L. Thompson and Helen L. Baker, Committee of the person and estate of Edna Lyon Kehm, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

CHARLES W. CECIL
Clerk of Court

C A R L T O N L. F O S T E R, I N C.
Real Estate * Lots * Farms * Homes * Acreage
Waterfront Specialists

KENT ISLAND SHOPPING CENTER
STEVENSVILLE, MARYLAND 21666
Phone: (301) 643-5700

June 6, 1966

Mr. Clayton Carter
Attorney At Law
Centreville, Maryland

Property located Wye River
Parcel #1 and #2 2.580 Acre
and 6/10 acreas road bed

Dear Sir:

I have inspected the above mentioned property own by, Mrs. Edna L. Kehm - Queenstown, Maryland. This property is located on theWye River.

This property is improved with a one - story cinder block, approximately 985 square feet living space. House consists of two bedrooms, bath, living room with fireplace, dining room, kitchen, attic, and cellar with dirt floor. Heated by space heater. Also, 14x20 feet front porch, two car garage, 20x22 feet and utility shed 13x11 feet.

The value of lot $18000.00 and improvements there of $12,200.00, making a total appraixed value $30,200.00 in my opinion.

Yours truly,

CARLTON FOSTER
Carlton L. Foster

DECREE
Filed July 6, 1966

IN THE MATTER OF	:	IN THE CIRCUIT COURT
EDNA LYON KEHM,	:	FOR
A PERSON ALLEGED TO BE	:	QUEEN ANNE'S COUNTY
UNDER DISABILITY	:	IN EQUITY
	:	NO. 4727

DECREE

The above Cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to the Court to be necessary for the support of Edna Lyon Kehm and for the payment of all reasonable and just expenses which the said Committee have incurred to sell her real estate and certain personal property,

IT IS THEREUPON, on this 6th day of July, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that Ruth L. Thompson and Helen L. Baker, Committee of the person and estate of Edna Lyon Kehm, be, and they are hereby authorized as follows:

A. To sell the real estate of Edna Lyon Kehm, mentioned and described in the Petition filed by the Committee in this Cause, at private sale through a licensed real estate broker or at public sale, at the discretion of the said Committee provided that if sold at private sale it shall not be dold for less than Thirty Thousand Dollars.

B. To sell the household furnishings and effects mentioned and described in a Petition filed in this Cause at public sale through Dixon's Furniture Auction at Crumpton, Maryland.

C. To sell the 8.39 shares of the capital stock of Queen Anne's County Cooperative, Inc. at private sale to said Cooperative.

D. That before Ruth L. Thompson and Helen L. Baker, Committee of the person and estate of Edna Lyon Kehm shall make sale of the real and personal property hereinabove mentioned, they shall first file with the Clerk of the Court a bond to the State of Maryland in the penalty of $23,000.00 and with such surety as shall be approved pursuant to Maryland Rule H2, conditioned on faithful performance and execution of the trust reposed in them.

E. That before the said Committee shall sell said real estate at public sale they 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 give at least once in each week for three successive weeks, the first of such publications to be not less then fifteen days prior to sale and the last such publication to be not more than one week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable.

F. That before they shall make a public sale of said personal property they 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 two successive weeks, the first of such publications to be not more than twelve days prior to sale and the last such publication to be not less than five days prior to sale.

G. That the other terms of said sale shall be determined by the said Committee.

H. That said Committee shall comply with Maryland Rules BR 6.

I. That upon the Court's ratification of said sales and upon payment

of the whole purchase money, and not before, the said Committee 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 claims and liens.

J. That said Committee shall bring into this Court all of the money arising from said sales, to be expended under the direction of this Court, after deducting therefrom the costs of these proceedings, such commissions to said Committee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trusts, the usual commissions charged by licensed real estate brokers in Queen Anne's County for the sale of real estate, the usual commissions charged by Dixon's Furniture Auction for the sale of personal property and the principal and interest due the Queenstown Bank of Maryland (as secured by the aforementioned mortgages of said real estate).

THOS J. KEATING JR.
Judge

CERTIFIED COPY OF BOND
WITH SECURITY APPROVED
Filed July 18, 1966

RECEIVED FOR RECORD July 18, 1966

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Ruth L. Thompson and Helen L. Baker of 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 TWENTY-THREE THOUSAND (#23,000.00) 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 July in the year of our Lord one thousand nine hundred and sixty-six.

WHEREAS, the above bounden Ruth L. Thompson and Helen L. Baker by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity have been appointed Committee of the person and estate of Edna Lyon Kehm and duly qualified, after furnishing a bond in the penalty of #3,500.00 approved November 19, 1965, and have furnished an additional bond of $5,000.00 approved. December 15, 1965, and have been required to file an additional bond by virtue of an Order of Court dated July 6, 1966, mentioned in the proceedings in the case of "In The Matter of Edna Lyon Kehm, A Person Alledged to be under Disavility", being Chancery Cause No. 4727 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ruth L. Thompson and Helen L. Baker do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

CLAYTON C. CARTER

RUTH L. THOMPSON (SEAL)
Ruth L. Thompson

CLAYTON C. CARTER

HELEN L. BAKER (SEAL)
Helen L. Baker

WITNESS:

FIFELITY AND DEPOSIT COMPANY OF MARYLAND

By SUDLER STARKEY
As to Surety

By DOROTHY E. CONNOLLY
Attorney-in-Fact

Corporate Seal

Security approved and Bond filed July 18, 1966

CHARLES W. CECIL, Clerk

Certified copy of power
attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 147, 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 July in the year nineteen hundred and sixty-six.

Circuit Court Seal

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed Jan. 25, 1967

IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
EDNA LYON KEHM,	:	QUEEN ANNE'S COUNTY
A PERSON ALLEDGED TO BE	:	IN EQUITY
UNDER DISABILITY	:	NO. 4727
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Ruth L. Thompson and Helen L. Baker, Committee of the Person and Estate of Edna Lyon Kehm, unto Your Honors respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 6th day of July, 1966, the undersigned filed in this cause a bond in the penalty of Twenty-three Thousand Dollars ($23,000.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That pursuant to said Decree the undersigned were authorized to sell the real estate of Edna Lyon Kehm mentioned and described in said proceeding, at private sale through a licensed real estate broker for not less than Thirty Thousand Dollars ($30,000.00). That in accordance therewith the undersigned did enter into an Agreement of Sale on January 19, 1967, with Gilbert Appler and Mina F. Appler, his wife, to sell the land herein described at and for the sum of Thirty Thousand Dollars ($30,000.00), in accordance with the terms and conditions therein set forth, all of which more fully appears in "Exhibit A" filed herewith as a part hereof.

3. The undersigned further report that said property has been listed with several real estate brokers since July 6, 1966, and no offer above Twenty five Thousand Dollars ($25,000.00) has been received prior to this time. In the judgment of the undersigned the sum of Thirty Thousand Dollars ($30,000.00) is the highest possible price obtainable for said land and the ratification of said sale would be advantageous to the said Edna Lyon Kehm.

Respectively submitted:

RUTH L. THOMPSON

HELEN L. BAKER
Committee of the Person and
Estate of Edna Lyon Kehm

QUEEN ANNE'S COUNTY, sct:

On this the 25th day of January, 1967, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared RUTH L. THOMPSON and HELEN L. BAKER, Committee of the Person and Estate of Edna Lyon Kehm, in the above entitled cause, and made oath in due form of law that the matters and facts wet forth in the foregoing Report of Sale are true and bona fide as therein stated and that said sale was fairly made.

CHARLES W. CECIL
Clerk of Court

Filed Jam. 25, 1967

EXHIBIT A
Filed Jan. 25, 1967

THIS AGREEMENT OF SALE, made this 19th day of January, 1967, by and between RUTH L. THOMPSON and HELEN L. BAKER, Committee of the Person and Estate of Edna Lyon Kehm, hereinafter called SELLER, whose mailing address is P. O. Box 366, Centreville, Maryland 21617 and GILBERT APPLER and MINA F. APPLER, his wife, hereinafter called PURCHASER, whose mailing address is Marriottsville, Maryland.

WITNESSETH, that subject to the ratification and approval by the Circuit Court for Queen Anne's County, in Equity, the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, ALL those two lots or parcels of land, situate, lying and being on Wye River, in the Fifth Election District of Queen Anne's County, Maryland, containing 2.580 acres and 0.642 acres of land according to a Certificate of Survey and Plat thereof, dated November 9, 1965 by Wirt D. Bartlett, Engineer, which lands are more particularly described in a Second Mortgage from Ruth L. Thompson and Helen L. Baker, Committee of the Person dnd Estate of Edna Lyon Kehm to Queenstown Bank of Maryland dated June 1, 1966 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 22 folio 133, to which reference is also made for a more complete description, and the description as contained in the said mortgage is hereby incorporated herein by reference as if the same were textually herein contained.

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.

1. The price is THIRTY THOUSAND DOLLARS ($30,000.00), of which THREE THOUSAND DOLLARS ($3,000.00) by way of deposit has been paid in the form of check prior to the signing hereof to Charles E. Anthony, Jr., of Centreville, Maryland, to be held as Agent for Seller in a special agency bank account until final settlement hereunder is made, and the further sum of TWENTY SEVEN THOUSAND DOLLARS ($27,000.00) shall be paid in cash or by certified check upon the delivery of the deed.

2. At the time herein provided for the delivery of the deed the Seller will deliver actual possession of the premises, free of all leases, tenancies or occupancies (except as otherwise provided hereinafter); the said premises to be then in the same condition in which they now are (reasonable use and wear of buildings thereon and damage by fire or other unavoidable casualty excepted); and the Purchaser's obligation to pay the full purchase price shall not arise until such possession is tendered.

3. Taxes and all other public charges levied against the premises for the taxable year in which the deed is delivered, shall be apportioned as of the day of delivery of the deed.

The Purchaser shall pay the Seller on the delivery of the deed for heating fuels and gasoline contained in the above described premises at the then current market price. A Certificate from the dealte or dealter who supplied the same to the premises will be conclusive as to the quantity and then current market price.

4. The buildings, improvements, fixtures and personal property herein sold shall, until the full performance of this agreement, be kept insured against loss by fire or other casualty in the amounts now carried on the same, and the Seller agrees to immediately cause the policy or policies of insurance to be so endorsed as to protect all parties hereto, as their interest may appear; and, in case of loss, all sums recovered or recoverable on account of said insurance shall be paid over or assigned on delivery of the deed to the Purchaser, less the sums expended by the Seller, with the prior approval of the Purchaser, to restore, repair or replace the buildings, improvements, fixtures and personal property so damaged and less any sums required by the Seller's mortgagee to be applied to the mortgage indebtedness; provided, however, to the extent that such sums are not expended for restoration, repairs or replacements thay shall be applied to the full balance due on the purchase price; and further provided that to the extent that such sums are required to be applied by Seller's mortgagee to the mortgage indebtedness, the full purchase price shall be reduced.

In case of partial damage to any building, improvement, fixture and personal property from fire or other casualty compensable by such insurance, the Purchaser shall have the option to require the Seller, after due notice, to restore, repair or replace the same at his discretion to the extent of all sums recovered or recoverable on account of such insurance; and in case the Seller refuses so to do or the Seller's mortgagee refuses to permit the insurance proceeds to be used for such purposes, then at Purchaser's option any payments made under this agreement shall be thereupon refunded, together with the reasonable expenses incurred for examination of the title, not exceeding the usual net charges of title insurance companies authorized to do business in Maryland for similar charges when no title policy is issued, and the net cost of any survey made at the Purchaser's expense, and all the rights and obligations hereunder shall thereupon become null and void.

The Purchaser shall have the right to purchase at his own expense such other and additional insurance as may be desired, without the necessity of having attached to the policy or policies thereof a loss payable clause in favor of the Seller.

5. If the Seller shall be unable to convey title or to make conveyance as herein provided or if a change of condition shall occur affecting said premises and not included within the provisions of this agreement, any payments made by the Purchaser on account of the purchase price shall be refunded, together with the reasonable expenses incurred for examination of the title (not exceeding the usual net charges of title insurance companies authorized to do business in Maryland for similar services when no title policy is issued) and the net cost of any survey made at the Purchaser's expense, and all the rights and obligations hereunder shall thereupon become null and void, except that if the premises can be restored to their former condition within a reasonable time or if the premises are affected by any encumbrance, outstanding interest or question of title not expressly consented to herein by the Purchaser, which render the Seller's title to the premises unmarketable or uninsurable, and which may, according to reasonable expectations, be removed eithin 90 days, the Seller shall have the privilege to restore the said premises to their former condition or to remove or satisfy the same respectively, and shall for this purpose be entitled to an adjournment of the closing of title and date of delivery of the deed not exceeding 100 days. The Purchaser may, nevertheless, except such title as the Seller may be able to convey, without reduction of the purchase price or any credit against the same without liability on the part of the Seller.

Notwithstanding the foregoing: (a) If the premises shall be subject to any lien or charge in a fixed or ascertainable amount the Seller will pay the same; and (b) If the title defect in question is, according to reasonable anticipation, curable within a period of 90 days the Seller shall proceed, with diligence and good faith to remedy the defect in question.

In the event Purchaser fails to perform any of Purchaser's agreements herein set forth, all payments made hereunder by Purchaser may, at the option of Seller, be retained by Seller as liquidated damages.

6. The parties agree that Anthony & Co. real estate broker, brought about this sale, and Seller agrees to pay said broker his commission of 6% of the purchase price.

7. The deed is to be delivered and the consideration paid at the

offices of Clayton C. Carter, Centreville, Maryland, within 10 days after ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, or on March 15, 1967, whichever shall first occur at 10 o'clock A.M., unless some other time and/or place is mutually agreed upon.

The said deed shall be prepared by the Purchaser's attorney at his expense.

Any and all such instruments shal l be recorded among the proper land records at the expense of the Purchaser.

The costs of any title examination or title insurance which the Purchaser may desire shall be paid by him.

Costs of all documentary stamps, recordation tax stamps, and transfer tax, where required by law, shall be paid by the purchaser.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns; provided nothing in this a greement, expressed or implied, is intended to confer upon or against any other person any rights or remedies under or by reason of this agreement.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, when the context so requires.

9. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, to the respective parties at their addresses hereinabove set forth; subject, however, to the right of either Seller or Purchaser to notify in writing the other party of a new address to which the same may be delivered or mailed.

10. Upon payment as above provided of the unpaid balance of purchase price and compliance with all other terms and conditions of this agreement, the Seller will deliver to the Purchaser a deed for the property (containing covenants against encumbrances and of special warranty and further assurances) and such assignments and other good and sufficient instruments of conveyance and transfer, in form satisfactory to the Purchaser, as shall be effective to vest in the Purchaser a good and marketable fee simple and absolute title (such as a title insurance company authorized to do business in Maryland will approve and insure at its regular rates, subject to the exceptions herein provided) free from all liens and encumbrances except the following (provided they do not materially affect the intended use by the Purchaser of the property for residence purposes); as applicable to this property, any use and occupancy restrictions of public record, zoning and subdivision control ordinances, building codes, health regulations, publicly recorded easements and rights relating to public utilities and public roads and any other licenses, easements and rights which may be observed by an inspection of the property.

11. This agreement is also subject to the following special conditions, to wit:

Seller agrees to forthwith report this Sale to the Circuit Court for Queen Anne's County, in Equity, and seek a confirmation and ratification of this Agreement, all at the expense of the Seller.

WITNESS the hands and seals of the parties and to one other exact copy thereof.

WITNESS:

CLAYTON C. CARTER

RUTH L. THOMPSON (SEAL)
Ruth L. Thompson

CLAYTON C. CARTER

HELEN L. BAKER (SEAL)
Helen L. Baker
Committee of the Person and Estate
of Edna Lyon Kehm
SELLER

ROBERT R. PRICE JR

GILBERT H. APPLER (SEAL)
Gilbert Appler

ROBERT R. PRICE JR

NINA F. APPLER (SEAL)
Mina F. Appler
PURCHASER

ORDER NISI ON SALE
Filed Jan. 25, 1967

ORDER NISI ON SALE

IN THE MATTER OF
EDNA LYON KEHM,
A PERSON ALLEGED TO BE
UNDER DISABILITY

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4727

ORDERED, this 25th. day of January, 1967, that the sale of the real property, made and reported in this cause by Ruth L. Thompson and Helen L. Baker, Committee of the Person and Estate of Edna Lyon Kehm, be ratified and confirmed, on or after the 27th. day of February, 1967, 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 February, 1967.

The report states the amount of sales to be $30,000.00.

CHARLES W. CECIL Clerk

Filed January 25, 1967

CERTIFICATE OF PUBLICATION
ORDER NISI ON SALE
Filed Feb. 27, 1967

ORDER NISI ON SALE

In the Matter of
EDNA LYON KEHM
A Person Alleged To Be
Under Disability

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4727

ORDERED, this 25th day of January, 1967, that the sale of the real property, made and reported in this cause by Ruth L. Thompson and Helen L. Baker, Committee of the Person and Estate of Edna Lyon Kehm, be ratified and confirmed, on or after the 27th day of February, 1967, 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 February, 1967.

The report states the amount of sales to be $30,000.00.

CHARLES W. CECIL, Clerk

Filed: January 25, 1967

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Feb. 27, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate does hereby certify that the NISI 4727 in the case of KEHM 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 20 day of FEB 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2 day of FEB 1967, and the last insertion on the 16 day of FEB, 1967

THE RECORD-OBSERVER CORPORATIN

By MARY LOU WALTERS

Filed Feb. 27, 1967

FINAL RATIFICATION OF SALE
Filed March 3, 1967

IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
EDNA LYON KEHM		QUEEN ANNE'S COUNTY
A PERSON ALLEGED	:	IN EQUITY
TO BE UNDER DISABILITY		NO. 4727

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of March, 1967, that the sale of the real estate made and reported in this cause by Ruth L. Thompson and Helen L. Baker, Committee of the Person and Estate of Edna Lyon Kehm, 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 Committee is allowed the usual commissions and such proper expenses, not personal, as they whall produce vouchers thereof to the Auditor.

GEORGE B. RASIN, JR.
Judge

Filed March 3, 1967

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eleventh day of January, in the year nineteen hundred and sixty-seven, the following BILL TO QUIET TITLE was brought to be recorded, to wit:-

HERMAN A. THOMPSON and BETTY B. THOMPSON, his, Chester, Maryland, and C. DOUGLAS SWEISFORD, R. D. #1, Boyertown, Pennsylvania, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4830
vs.	:	
WALTER E. THOMPSON and MARGARET LEE THOMPSON, his wife, Grasonville, Maryland, DEFENDANTS.	:	

: : : : : : : : :

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Herman A. Thompson and Betty B. Thompson, his wife, and C. Douglas Swisford, by B. Hackett Turner, Jr., and Clayton C. Carter, their Solicitors, respectfully represents:

(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 your Complainants, Herman A. Thompson and Betty B. Thompson, his wife, by virtue of two conveyances did acquire title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

PARCEL ONE By deed dated August 25, 1961 from Howard D. Chance and Minie E. Chance, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, said deed recorded in land liber Queen Anne's County, Maryland T.S.P. No. 62, folio 108, the following parcel of land: ALL that lot, parcel and tract of land, improved by frame buildings, outbuildings and shanties, called or known as "The Oyster House Property of Arthur S. Nach", situate, lying and being at Kent Island Narrows, or body of water leading toward the Chester River, and adjoining the land and property on one side of, or formerly of, Jacob B. Tolson, and adjoining on another side the land and property of, or formerly of, John R. Coursey* said lot of land at the Northwest corner of the lot of Jacob B. Tolson and extending from a ditch South 105 feet; thence East 210 feet; thence North 105 feet; thence West 210 feet to the beginning, containing about one-half (1/2) acre of land, more or less.

PARCEL TWO Be deed dated September 8, 1961 and recorded in land liber Queen Anne's County T.S.P. No. 62, folio 264, from Joseph Edward Baxter and Dorothy R. Baxter, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, the following described parcel of land: ALL that lot or parcel of land, improved by frame buildings and outbuildings, formerly called ro known as the "Jacob Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Kent Narrows, and on the North side of, but not binding on the Queenstown-Kent Island State Road, bounded on the North by the land called the "Nash Brothers Shucking House Property", owned how by Herman A. Thompson and Betty B. Thompson, his wife, bounded on the East by the land of, or formerly of, Elmer Golt; bounded on the South by the land of Carroll Baxter, and bounded on the West by the waters which flow through Kent Narrows, and containing 1/2 acre of land, more or less.

Certified copies of said deeds filed herewith and referred to respecyively as Complainants' Exhibits "A" and "B".

(3) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have been in possession of said parcels, or tracts, of land continously since August 25, 1961; and that such possession has been actual, open, notorious, exclusive, hostile and under claim of ownership continously from said time to the date of filing of this Bill of Complaint.
*said property being more particularly described as follows: Beginning for

(4) That your Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have entered into a Contract of Sale, dated October 15, 1965, to sell the herein described property to C. Douglas Sweisford, a Complainant in this cause, and executed copy of said Contract being attached and marked Complainants' Exhibit "C".

(5) That said Complainants, Herman A. Thompson and Betty B. Thompson, his wife, and their predecessors in title, Howard D. Chance and Minnie E. Chance, his wife, Arthur S. Nash and Helen Nash, his wife, and Jeanette E. Nash, are and have been in possession of Parcel One since 1941; and that such possession is and has been actual, open, notorious, exclusive, hostile and under claim of ownership continously from said time to date of filing this Bill of Complaint.

(6) That on or about August 24, 1965, Shew and Bartlett, Engineers No. 1676, surveyed the land acquired by Herman A. Thompson and Betty B. Thompson, his wife, by the two deeds herein referred to, and described, as follows:

ALL those two lots or parcels of land (including a 4/5 acre of marshland) described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U.S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County,

in the State of Maryland, which is described by the following metes and bounds, c ourses and distances, to wit: BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06°25'W), two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc.; thence running by and with the North line of land of the said Maryland Seafood Cooperative Association Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N88° 1o'W), one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88° 10'W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15° 08'W), two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17° 21'E), seventy five and nine one-hundredths (75.09)feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83° 35'W) of, and twenty four and three degrees and thirty five minutes West (N82° 35'W) of, and twenty four and three thenth (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83° 35'E), two hundred fifty two and elevan one-hundredths (252.11) feet to an iron pipe, the place of beginning -CONTAINING one and five hundred thirty eight one-thousandth (1.538) Acres.

ALSO all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the north line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88° 10'W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Seafood Cooperative Asslciation, Inc., thence running by and with, and through and over, land of the said Maryland Seafood Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06° 44'E), one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S86° 12'W) fifteen and two one-hundredths (15.02) feet to a point; thence by with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06° 44'W), one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the hereinabove described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88° 10'E), fifteen and seventeen one-hundredths (15.17) feet to a post, the place of beginning; CONTAINING sixty two one-thousandth (0.062) Acre.

BEING all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108;

BEING all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S. P. No. 62, folio 264, all Land Record Books for Queen Anne's County; included is a tract 4/5 ths of an acre, more or less, conveyed by Mary C. E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

A photo copy of their Certificate of Survey and Plat of said land filed herewith and marked Complainants' Exhibit "D".

(7) That, sometime during the year, 1966, it came to the attention of the Complainant, Herman A. Thompson, that Walter E. Thompson who, together with his wife, Margaret L. Thompson, are the owners of the land contiguous on the North to Parcel No. One, herein described of the Complainants, by virtue of a deed dated January 8, 1960, to them from Annie V. Coursey, widow, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 53, folio 48 (a certified copy of which is filed herewith and marked Complainants' Exhibit "E"), claims to own several feet of the northernmost lands of the said Herman A. Thompson and Betty B. Thompson, his wife, described in Parcel No. One and included within the lines and description of the survey of Shew & Bartlett dated August 24, 1965, and filed herein.

(8(That no action at law or proceeding is equity is pending to enforce or test the validity of the title of Herman A. Thompson and Betty B. Thompson, his wife, or the adverse claim of the Defendants.

WHEREFORE, your Complainants pray:

(a) That this Honorable Court decree that the Complainants, Herman A. Thompson and Betty B. Thompton, his wife, have absolute ownership and the right of disposition of the land referred to in this suit and more particularly described by Shew & Bartlett in the survey dated August 24, 1965, and filed herein.

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

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

AND, AS IN DUTY BOUND, ETC.

TURNER & TURNER

BY B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.
Attorney for Herman A. Thompson and
Betty B. Thompson, his wife.
109 Lawyers Row
Centreville, Maryland
Telephone 758-1795

CLAYTON C. CARTER
Clayton C. Carter
Attorney for C. Douglas Sweisford
111 Lawyers Row
Centreville, Maryland
Telephone 758-1680

COMPLAINANTS EXHIBIT "A"
Filed Jan. 11, 1967

LIBER 62 PAGE 108

No. 46517
Re56776 RECEIVED FOR RECORD Aug. 25, 1961

THIS DEED made this 25th day of August in the year one thousand nine hundred and sixty-one, by and between HOWARD D. CHANCE and MINNIE E. CHANCE, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS (%%.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Howard D. Chance and Minnie E. Chance, his wife, do hereby grant and convey unto the said Herman A. Thonpson and Betty B. Thonpson,his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, pardel and tract of land, improved by a frame building, now used as an Oyster House, and also improved by frame bukldings and otubuildings and shanties, called or known as "The Oyster House Property of Arthur S. Nash", situate, lying and being at Kent Island Narrows, in the Fifth ElectionDistrict of Queen Anne's County, State of Maryland, located on the South side of the Kent Island Narrows, or body of water leading toward the Chester River, and adjoining the land and property on one side of, for formerly of, Jacob B. Tolson, and adjoining on another side the land and property of, or formerly of, John R. Coursey, said property being more particularly described as follows: BEGINNING for the said lot of land at the northwest corner of the lot of Jacob B. Tolson and extending from a ditch, South 105 feet; thence East 210 feet; thence North 105 feet; thence West 210 feet to the beginning, containing about ONE-HALF (1/2) of an Acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Howard D. Chance and Minnie E. Chance, his wife, by Arthur Stewart Nash, widower, by deed of conveyance bearing date April 16, 1949, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber N.B.W. No. 3 at folio 137, etc. (Reference is also made to this deed for further title references.)

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 Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Howard D.Chance and Minnie E. Chance, his wife, do 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 gtanted 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: (as to Grantors)

VIRGINIA S. WHITE — HOWARD D. CHANCE (SEAL)
Howard D. Chance

VIRGINIA S. WHITE — MINNIE E. CHANCE (SEAL)
Minnie E. Chance

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 25th day of August, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard D. Chance and Minnie E. Chance, his wife, and they acknowledged the aforegoing

Deed to be their respective act.

WITNESS MY HAND AND NOTARIAL Seal.

VIRGINIA S. WHITE
Virginia S. White

Notary
Public
Seal

My commission expires May 6, 1963.

One-Five Dollar; One Fifty Cent;
Int. Rev. Stamps
Two Five Dollar Fifty Cent State
Stamps. Endorsed T & T 8/25/61

COMPLAINANT'S EXHIBIT "B"
Filed Jan. 11, 1967

LIBER 62 PAGE 264

No. 46596
Re56934 RECEIVED FOR RECORD Sept. 8, 1961

THIS DEED made this 8th day of September, in the year one thousand nine hundred and sixty-one, by and between JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Joseph Edward Baxter and Dorothy R. Baxter, his wife, do hereby grant and convey unto the said Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following real estate, to wit:

ALL that lot or parcel of land, improved by frame buildings and outbuildings, formerly called or known as "The Jacob B. Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the waters of Kent Narrows and on the North side of, but not bounding on the Queenstown-Kent Island State Road, bounded on the North by the land called "Nash Brothers Shucking House Property", owned now by Herman A. Thompson, bounded on the East by the land of, or formerly of, Elmer Golt, bounded on the South by the land of W. Carroll Baxter, and bounded on the West by the waters which flow through Kent Island Narrows, containing one-half (1/2) acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto Joseph Edward Baxter and Dorothy R. Baxter, his wife, by Gerald W. Harrington and Anna Lee Harrington, his wife, by deed of conveyance bearing date April 8, 1949, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber N. B.W. No. 3 at folio 95, etc.

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 Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Joseph Edward Baxter and Dorothy R. Baxter, his wife, do 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: (as to Grantors)

VIRGINIA S. WHITE

VIRGINIA S. WHITE

JOSEPH EDWARD BAXTER (SEAL)
Joseph Edward Baxter

DOROTHY R. LEE BAXTER (SEAL)
Dorothy R. Baxter

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

I HEREBY CERTIFY, that on this 8th day of September, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, and each acknowledged the foregoing Deed to be their respective act.

Witness my hand and notarial seal.

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

Notary
Public
Seal

One-Two Dollar; One-Fifty Cent
One-Twenty-five Cent Int Rev.
Stamps; One-Five Fifty Cent
State Stamp. Endorsed T & T
9-8-61

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

I HEREBY CERTIFY, that on this 8th day of September, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, and each acknowledged the fore=going Deed to be their respective act.

Witness my hand and notarial seal.

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

Notary
Public
Seal

COMPLAINANTS EXHIBIT "C"
Filed Jan 11, 1967

THIS CONTRACT OF SALE, made this 15th day of October, 1965, between HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Sellers"; and C. DOUGLAS SWEISFORD of Barto, Pennsylvania, hereinafter called "Purchaser";

WITNESSETH, that the said Sellers do hereby agree to sell and do sell unto the said Purchaser, and said Purchaser does hereby agree to buy and does buy of the said Sellers, at and for the sum of TWENTY THOUSAND DOLLARS ($20,000.00), SIXTEEN THOUSAND DOLLARS ($16,000.00) of which is the purchase price for the real estate, and FOUR THOUSAND DOLLARS ($4,000.00), the purchase price for the personal property, upon the terms as hereinafter set forth, the following described real e=state, to wit::

ALL those two lots or parcels of land described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a survey made by Shew & Bartlett, Registered Engineers and Surveyors, on August 24, 1965, to wit: BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06° 25'W), two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc.; thence running by and with the North line of land of the said Maryland Seafood Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and aslo by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88° 10'W), one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88° 10'W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15° 08'W), two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17° 21'E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83° 35'W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83° 35'E), two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandths (1.538) Acres.

ALSO all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which isdescribed by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Seafood Cooperative Association, Inc., said post being North Eighty eight degrees and ten minutes West (N 88° 10'W) of, and one hundred fifty one and thirty five one-hundredits (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Seafood Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Seafood Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06° 44'E), one hundred seventy nine and eighty five one-hundredths (179.85)feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86° 12'W), fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06° 44'W), one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the hereinabove described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten

minutes East (S 88° 10'E), fifteen and seventeen one-hundredths (15.17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandths (0.062) acre.

BEING the same and all of the land and premises which was granted and conveyed unto the said Herman A. Thompson and Betty B. Thompson, his wife, the Sellers herein, by the following two deeds; (1) from Howard D. Chance and Minnie E. Chance, his wife, dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108; (2) from Joseph Edward Baxter and Dorothy R. Baxter, his wife, dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all land record books for Queen Anne's County, State of Maryland.

AND ALL EQUIPMENT AND PERSONAL PROPERTY LOCATED IN THE SAID OYSTER HOUSES SITUATED ON THE HEREINABOVE DESCRIBED REAL ESTATE.

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, that is to say: the sum of TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($212.50) has been paid prior to the execution and delivery of this Contract of Sale; the balance thereof, to wit: the sum of NINETEEN THOUSAND SEVEN HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS ($19,787.50) shall be paid in cash or by certified check at the time of final settlement.

2. POSSESSION. Full possession shall be given said Purchaser by said Sellers on the day of final settlement.

3. TAXES AND INSURANCE. All state and county taxes for the fiscal year, July 1, 1965 through June 30, 1966, shall be adjusted between the Sellers and the Purchaser as of the date of final settlement; as well as the fire insurance policy covering the improvements on said property. It is understoof and agreed that the Sellers shall immediately have all the insurance policies on the property so endorsed as to protect the parties hereto, as their interest may appear, and to continue said insurance in force during the life of this Contract. The right is hereby extended the Purchaser to carry any additional insurance on said improvements he may desire, at his own expense, however.

4. TITLE. The Purchaser is to procure and pay for an abstract of the title to said tract of land if he desires such, which said title to said tract of land shall be such as may be approved by an attorney of his selection and shall show a good and merchantable title to said tract of land vested in said Sellers; and in the event said Sellers fail to show a good and merchantable title vested in them and which defects are not remedied by them within a reasonable length of time, then and in that event the said Sellers agree to return to said Purchaser any and all moneys paid hereunder, and this Contract of Sale shall be deemed to be null and void. In the event, however, that the Sellers, shall tender to the said Purchaser a conveyance of good and merchantable title, as herein provided for, and within a reasonable time thereafter the said Purchaser shall fail to make final settlement, as herein provided for, then and in that event the sum of TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($212.50) paid by the said Purchaser to the said Sellers, in accordance with this Contract of Sale, as an initial deposit, shall be retained by the said Sellers as liquidated damages. It is understood by and between the parties hereto that the Purchaser questions the merchantable of the title to the property, which is the object of this Contract of Sale, because of the indefiniteness of the descriptions thereto, and the Sellers agree to promptly institute an appropriate proceeding in the Circuit Court for Queen Anne's County, in Equity, to quiet the title pursuant to the provisions of Article 16, Section 128 (1957) of the Annotated Code of Maryland.

5. CONVEYANCE. The said Sellers, upon the full payment unto them of said purchase money, shall by deed convey said tract of land unto the said Purchaser, and/or such other person or persons as he may designate, in fee simple, free and clear of all liens, mortgages and other uncumbrances, which said deed shall be in the useal form now in use in the State of Maryland, shall contain the usual full covenants and warranties (special, but not general), and shall be executed and acknowledged agreeably to law by the said Sellers at the expense of said Purchaser, such expense to include the fee for the preparation of said deed and the necessary revenue stamps to be affixed to said deed, as well as all notary fees and recording costs incident thereto.

6. PLACE OF FINAL SETTLEMENT. The deed shall be delivered and final payment of said purchase money shall be made at the office of Turner & Turner between the hours of 9 o'clock A.M. and 4 o'clock P.M., E.S.T. not later than ten (10) days from the date of the filing and signing, in the Circuit Court for Queen Anne's County, of the Final Decree in the suit agreed in Paragraph 4 of this Contract of Sale to be brought by the Sellers to quiet the title to the real estate hereinabove described.

AND this Contract of Sale further witnesseth:

A. That the said Sellers, for themselvers, their successors, heirs and assigns, covenant to and with the said Purchaser, his heirs and assigns, to perform that part of this Contract of Sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

B. That the said Purchaser, for himself, his heirs and assigns, covenants to and with the said Sellers, their heirs and assigns, to perform that part of this Contract of Sale on his part to be performed in the manner and at the times herein provided for the performance of the same.

IN TESTIMONY WHEREOF, the said parties to this Contract of Sale do hereunto subscribe their names and affix their seals, and to one other copy of like tenor and effect, a duplicate of this Contract of Sale, on the day and year first hereinbefore written.

TEST: (as to Sellers)

EDWARD TURNER

HERMAN A. THOMPSON (SEAL)
Herman A. Thompson

ALICE B. SMITH

BETTY B. THOMPSON (SEAL)

SELLERS

TEST: (as to Purchaser)

CLAYTON C. CARTER

CATHERINE SWEISFORD
C. DOUGLAS SWEISFORD (SEAL)
C. Douglas Sweisford
PURCHASER

COMPLAINANTS' EXHIBIT C
Filed Jan 11, 1967

ADDENDUM

It is understood and agreed by and between the parties to the attached Contract of Sale that $5,000.00 of the balance of the purchase money due at the time of final settlement shall be paid by the not of the Purchaser payable to the order of the Sellers, dated the same date as the delivery of the deed, payable at the designated office of the holder one (1) year after date, with interest from the date of the note at the rate of six (6) per centum per annum, payable semi-annually, and with the option on the part of the maker of the note to renew the same for the balance then due for two additional one (1) year terms, and with the privilege upon any interest bearing date of paying any amount on account of the principal indebtedness, the interest to cease thereafter on the amount of any such principal payments; said note shall further provide that if any default be made in any payment of principal or interest, or in case of failure to comply with any of the requirements or covenants contained in the mortgage given by the Buyer to secure the payment of said note, then at the election of the holder of the note, without presentment, protest or notice, the principal sum, and all accrued interest thereon, shall at once become due and payable, including costs of suit and an attorney's fee for collection of ten (10) per centum of the amount due and with the confession of judgment to beentered by the proper official upon default with all exemptions waived; said note shall be under seal and secured by a second purchase money mortgage (a first purchase money mortgage not to exeeed $10,000.00) executed and delivered by the Buyer to the Sellers on the date of final settlement upon the real estate herein sold, which shall contain the covenants, conditions and power of sale set forth in the form of printed mortgage now being used by the Sellers's attorney, Turner & Turner, of Centreville, Maryland.

It is further understood by and between the parties to the within Contract of Sale that the Sellers shall credit the Buyers on account of the unpaid purchase money all funds heretofore and hereafter advanced by the Buyer for and on behalf of the benefit of the Sellers.

IN WITNESS WHEROF said parties do hereunto subscribe their names and affix their seals this 31st day of January, 1966.

WITNESS:

LEOLA CLEVENGER

HERMAN A. THOMPSON (SEAL)
Herman A. Thompson

LEOLA CLEVENGER

BETTY B. THOMPSON (SEAL)
Betty B. Thompson
SELLERS

CATHERINE SWEISFORD

C. DOUGLAS SWEISFORD (SEAL)
C. DOUGLAS SWEISFORD
PURCHASER

COMPLAINANTS' EXHIBIT D
Filed Jan. 11, 1967

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for Herman A. Thompson and Betty B. Thompson, his wife, all those two lots or parcels of land described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 08-25 W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Sea Food Cooperative Association, Inc; thence running by and with the North line of land of the said Maryland Sea Food Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88-10 W) one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10 W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15-08 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seventy five and nine one-hundredths (75.09) feet to

a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (34.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83-35 E) two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandth (1.538) Acres.

Also all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Sea Food Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88-10 W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Sea Food Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Sea Food Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44 E) one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44 W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fifteen and seventeen one-hundredths (15.17) feet to a post, the place of heginning - CONTAINING sixty two one-thousandth (0.062) Acre.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108.

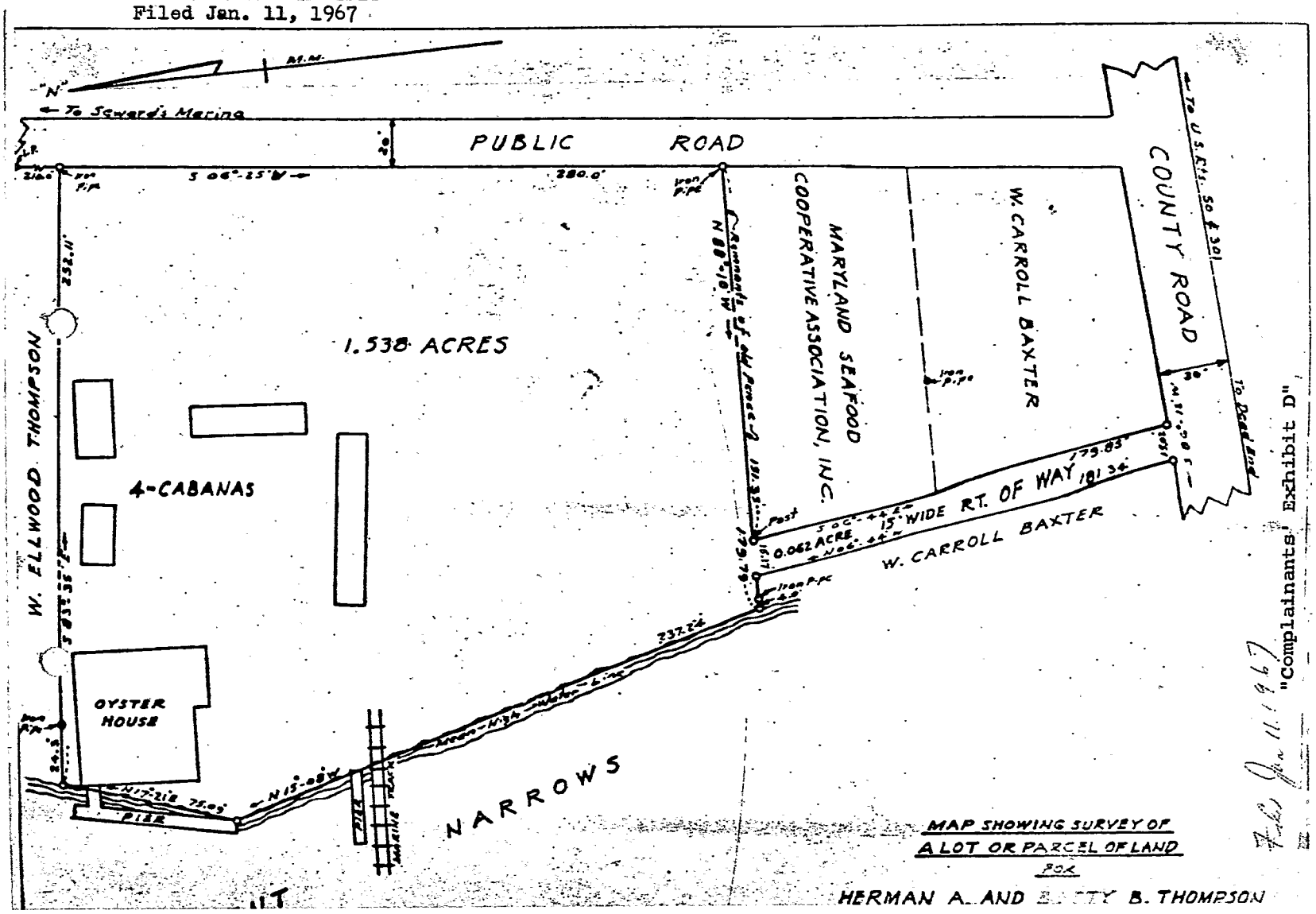
Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County, included is a tract 4/5 of an acre, more or less, conveyed by Mary C.E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

August 24, 1965

SHEW & BARTLETT
SHEW & BARTLETT
Engrg. Reg. 1676

RCS:hb

COMPLAINANTS' EXHIBIT D
Filed Jan. 11, 1967



"Complainants' Exhibit D"
Filed Jan. 11, 1967

COMPLAINANTS EXHIBIT E
Filed Jan. 11, 1967

#43,713 LIBER 53 PAGE 48

RECEIVED FOR RECORD Jan. 9, 1960

THIS DEED made this 8th day of January in the year one thousand nine hundred and sixty by and between ANNIE V. COURSEY, wodow lady, of Queen Anne's County, State of Maryland, party of the first part; and WALTER E. THOMPSON and MARGARET LEE THOMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH: that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part, Annie V. Coursey, does hereby grant and convey unto the parties of the second part, Walter E. Thompson and Margaret Lee Thompson, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, the following described lands, to wit:

ALL that lot or parcel of land, formerly composed of two lots or parcels of land and now reduced to one tract, now known as the "John R. Coursey Oyster House Property", situate, lying and being in the Fifth Election District of Queen Anne's County, near Grasonville, bounding on the waters of Kent Narrows, and which said lands hereby conveyed are bounded on the south by the lands formerly of R. E. Nash and now of Howard Chance, on the north by the lands now or formerly of Thomas Ewing, on the east by the public road leading past the herein described lands to U. S. Route No. 50 (Queenstown to Chesapeake Bay Bridge), on the west by the waters of Kent Narrows, and more particularly described as follows, to wit:

BEGINNING for the same at a point at the southwest corner of the herein described lands, where the said lands and the lands of Howard Chance intersect the waters of Kent Narrows, thence northerly by and with the waters of Kent Narrows 210 feet, more or less to the southernmost line of the land of, or formerly of, Thomas Ewing, thence easterly by and with said Ewing lands 220 feet, more or less, to the middle of the public road leading past said lands to U. S. Route No. 50 (Queenstown to Chesapeake Bay Bridge), thence southerly by and with the middle of said road 210 feet, more or less, to the northernmost line of the lands of Howard Chance extended to said center line, thence westerly by and with said Chance lands 220 feet, more or less, to the waters of Kent Narrows and the place of beginning, containing one (1) acre of land, more or less.

BEING all the same lands conveyed to John R. Coursey and Annie V. Coursey, his wife, as tenants by the entirety, by the following deeds, to wit:

1. From Elmer Golt, dated the 25th day of April, 1935, recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 1A folio 224.

2. Parcel No. 1 from Nellie G. Meredith, dated the 26th day of November, 1945, recorded among the Land Records aforesaid in Liber A.S.G.Jr. No. 12 folio 352.

The said John R. Coursey died on or about the 2nd day of August, 1957, vesting fee simple title in Annie V.Coursey, the survivor (See Administration No. 3286 in the Orphan's Court for Queen Anne's County).

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

TO HAVE AND TO HOLD said lands 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 parties of the second part, Walter E. Thompson and Margaret Lee Thompson, his wife, their heirs and assigns in fee simple, as tenants by the entirety.

AND the said party of the first part does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby covneyed; that she will warrant specially the property granted and conveyed; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

VACHEL A. DOWNES JR. ANNIE V. COURSEY (SEAL)

One-Five Dollar; Four-
One Dollar Ten; One Fifty Cent
Stamps. endorsed VD
One Five Fifty; Two Two Twenty
State Stamps. endorsed VD

STATE OF MARYLAND
to wit:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 8th day of January in the year one thousand nine hundred and sixty before me, the subscriber of the State of Maryland, in and for the County aforesaid, personally appeared Annie V. Coursey and

she acknowledged the foregoing Deed to be her act.

Witness my hand and Notarial seal.

Notary
Public
Seal.

VACHEL A. DOWNES JR.
NOTARY PUBLIC

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 53, folio 48, 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 29th day of December in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

SUMMONS RETURNED SERVED
Filed Jan. 13, 1967

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

February Return Day
File No. 4830
Docket C.W.C. #1, fol. 222

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

TO: Walter E. Thompson and Margaret Lee Thompson, his wife,
Grasonville, 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 A. Thompson and Betty B. Thompson, his wife, Chester, Maryland, and C. Douglas Sweisford R.D.#1, Boyertown, Pennsylvania

Issue the 11th day of January 1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Turner & Turner
By B. Hackett Turner, Jr.
ADDRESS: 109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

NAME: Clayton C. Carter
ADDRESS: 111 Lawyers Row
Centreville, Maryland
Telephone: 758-1680

CHARLES W. CECIL
Clerk

(Seal of Court)

Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 21, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the aforegoing endorsement, to wit:-

Summons served on Walter E. Thompson and Margaret Lee Thompson, his wife and copy of summons and Bill to Quiet Title left with each of them this 11th day of January, 1967

WALTER CLOUGH
Deputy Sheriff

ORDER TO ENTER APPEARANCE
Filed March 1, 1967

HERMAN THOMPSON, ET. AL.	*	IN THE CIRCUIT COURT
VS.	*	FOR
WALTER E. THOMPSON	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	NO. 4830

Mr. Clerk:

Please enter the appearance of Vachel A. Downes, Jr. as solicitor for the respondent.

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

STIPULATION AND AGREEMENT
Filed March 3, 1967

HERMAN A. THOMPSON, ET. AL.	*	IN THE CIRCUIT COURT
VS.	*	FOR
WALTER E. THOMPSON, ET. UX.	*	QUEEN ANNE'S COUNTY
* * * * * * * * * * *		NO. 4830

STIPULATION AND AGREEMENT

It is stipulated and agreed by and between the parties to this cause as follows, to wit:

(a) That the adjacent property owners, Herman A. Thonpson, et. ux., and Walter E. Thompson, et. ux., have mutually agreed upon the course and distance of the boundary line between their respective properties heretofore mentioned in this cause.

(b) That said boundary line, as agreed upon by said parties, shall be the South 83 degrees 35 minutes East 24.3 foot line and the South 83 degrees 35 minutes East 252.11 foot line as more particularly set forth and shown by the survey and plat of Shew and Bartlett, registered engineers and surveyors, dated August 24, 1965, a photocopy of the Certificate of Survey and Plat of said lands being filed herein as "Complainant's Exhibit D," said line as agreed upon to constitute the northerly boundary line of the lands now of Herman A. Thompson, et. ux., and the southern boundary line of the lands of Walter E. Thompson, et. ux.

(c) That the said Herman A. Thompson, et. ux., will at their expense have prepared a boundary line agreement, in form usual and customary, which said boundary line agreement, the aforesaid Certificate of Survey and the aforesaid Plat, will be recorded among the Land Records of Queen Anne's County at the expense of the Complainants.

(d) That as a consideration for the amicable settlement of said disputed boundary line, the said Herman A. Thompson, et. ux., have agreed to pay the sum of $400.00 unto Walter E. Thompson, et. ux.

(e) That the cost of these proceedings shall be paid by the Complainants, Herman A. Thompson and Betty B. Thonpson.

(f) That upon the execution, delivery and recording of the aforesaid boundary line agreement and the aforesaid payment of $400.00 unto Walter E. Thompson and Margaret Lee Thompson, the respondents do agree that a consent decree may be entered against them in this cause, as follows:

(1) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have absolute ownership and the right of disposition of the land referred to in this cause and more particilarly described by Shew and Bartlett, Engineers, in the survey dated August 24, 1965, filed in this cause.

(2) That an absolute and permanent injunction against the assertion by the Defendants, or either of them, in this cause of their claim to said property by any action either at law or equity or otherwise.

TURNER AND TURNER

By: B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Attorney for Herman A. Thompson
and Betty B. Thompson, his wife

CLAYTON C. CARTER
Clayton C. Carter
Attorney for C. Douglas Seeisford

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Attorney for Walter E. Thompson
amd Margaret Lee Thompson

Re: Chancery 4830

Judge Keating

The boundary line agreement has been executed and recorded (on April 17th) and a check for 400.00 has been received from B. Hackett Turner,Jr.

VACHEL A. DOWNES JR.

DECREE
Filed April 17, 1967

HERMAN A. THOMPSON et al.	:	IN THE CIRCUIT COURT
vs.	:	FOR
WALTER E. THOMPSON et ux.	:	QUEEN ANNE'S COUNTY

: IN EQUITY

: NO. 4830

DECREE

By consent of all parties to this cause, it is ADJUDGED, ORDERED and DECREED, this 17th day of April, 1967, by the Circuit Court for Queen Anne's County, in Equity, as follows:

(a) That as between the parties to this suit, the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have absolute ownership and the right of disposition of the land referred to in this cause and more particularly described by Shew & Bartlett, Engineers, in the survey dated August 24, 1965, filed in this cause.

(b) That an absolute and permanent injunction be issued against the assertion by the Defendants, or either of them, in this cause of their claim to said property by any action either at law orequity orotherwise.

(c) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, shall pay the costs of this proceeding.

THOS. J KEATING JR.
Judge

WRIT OF INJUNCTION
Filed April 21, 1967

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

TO: Walter E. Thompson and Margaret Lee Thompson, his wife
Grasonville, Maryland

Court

Seal GREETINGS:

WHEREAS, Herman A. Thompson and Betty B. Thompson, his wife, Chester, Maryland, and C. Douglas Sweisford, R.D. #1, Boyertown, Pennsylvania, have exhibited to the Circuit Court for Queen Anne's County, in Equity, their bill of complaint for aninjunction against the assertion by Walter E. Thompson and Margaret Lee Thompson, his wife, Grasonville, Maryland, or either of them, in cause No. 4830 of their claim to porperty described as all those two lots or parcels of land (including a 4/5 acre of marshland) described as one parcel or lot of land, situate on the west side of public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in Fifth Election District of Queen Anne's County, Maryland containing 1.538 acres, and also all that 15.0 foot right of way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Route 50 and 301, containing 0.062 Acres, and more particularly described by Shew & Bartlett, Engineers, in the survey dated August 24, 1965, filed in said cause, by any action either at law orequity or otherwise.

AND WHEREAS, the Circuit Court for Queen Anne's County, in Equity, by its decree dated April 17,1967, has directed the Clerk of this Court to issue a permanent injunction in accordance with its order.

NOW, THEREFORE, these presents are to perpetually command and strictly enjoin and prohibit you, the said Walter E. Thompson and Margaret Lee Thompson, your wife, against the assertion by you, or either of you, in this cause of your claim to said property by any action either at law or equity or otherwise.

Witness the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of March, 1967.

Issued the 17th. day of April, 1967.

CHARLES W. CECIL
Clerk

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-eight day of March in the year nineteen hundred and sixty-six, the following BILL TO QUIET TITLE was brought to be recorded, to wit:-

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife Chester, Maryland C. DOUGLAS SWEISFORD Barto, Pennsylvania COMPLAINANTS	:	IN THE
VS.	:	CIRCUIT COURT
BESSIE M. TOLSON, widow JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife Chester, Maryland ANNA L. HARRINGTON, widow 204 South Giles Street Bridgeton, New Jersey THE UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES OF THE FOLLOWING DECEASED PERSONS: GEORGE R. McCREADY and MARY E. McCREADY JACOB B. TOLSON GERALD W. HARRINGTON; and all other persons, their heirs, devisees, personal representatives and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encum- brance on the real estate mentioned in these proceedings. Addresses Unknown. RESPONDENTS	:	FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4759

: : : : : : : : : : : : :

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Herman A. Thompson and Betty B. Thompson, his wife, and C. Douglas Sweisford, by Edward Turner and B. Hackett Turner and Clayton C. Carter, their Solicitors, respectfully represents:

(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 your Complainants by virtue of two conveyances did acquire title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

PARCEL ONE

By deed dated August 25, 1961 from Howard D. Chance and Minnie E. Chance, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, said deed recorded in land liber Queen Anne's County, Maryland, T.S.P. No. 62, folio 108, the following parcel of land; All that lot, parcel and tract of land improved by frame buildings, outbuildings and shanties, called or known as "The Oyster House Property of Arthur S. Nash", situate, lying and being at Kent Island Narrows or body of water leading toward the Chester River and adjoining the land and property on one side of, or formerly of, Jacob B. Tolson and adjoining on another side the land and property of, or formerly of, John R. Coursey, said property being more particularly described as follows: Beginning for thesaid lot of land at the northwest corner of the lot of Jacob B. Tolson and extending from a ditch south 105 feet; thence east 210 feet; thence north 105 feet; thence west 210 feet to the beginning, containing about one-half (1/2) acre of land, more or less.

PARCEL TWO

By deed dated September 8, 1961 and recorded in land liber Queen Anne's County T.S.P. No. 62, folio 264, from Joseph Edward Baxter and Dorothy R. Baxter, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, the following described parcel of land: All that lot or parcel of land improved by frame buildings and outbuildings formerly called or known as the "Jacob Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Kent Narrows and on the north side of, but not binding on the Queenstown-Kent Island State Road, bounded on the north by the land called the "Nash Brothers Shucking House Property", owned now by Herman A. Thompson and Betty B. Thompson, his wife, bounded on the east by the land of, or formerly of, Elmer Golt; bounded on the south by the land of Carroll Baxter and bounded on the west by the waters which flow throguh Kent Narrows and containing 1/2 acre of land, more less; certified copies of said deeds filed herewith and referred to respectively as Complainants' Exhibits "A" and "B".

(3) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have been in possession of said parcels, or tracts, of land continuously since August 25, 1961; 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.

(4) That your Complainants, Herman A. Thompson and Betty B. Thompson, were advised by Clayton C. Carter, Esquire, Attorney for C. Douglas Sweis-

ford, contract purchaser of the two properties herein mentioned and described that it appeared from a title examination that said complainants Thompsons had been in possession of and were occupying and using more land than they had acquired under their deed from Joseph Edward Baxter and Dorothy R. Baxter, his wife, and exeucted copy of said contract being attached and marked Complainants Exhibit "C".

(5) That Complainants' deed from said Joseph Edward Baxter and Dorothy R. Baxter, his wife, describes the tract therein conveyed as containing one-half acre, more or less; said description, in general terms, also describes said tract as being bounded on the South by land of W. Carroll Baxter; if said tract contains one-half acre, more or less, its dimensions are approximately 105 x 210 feet, however, if said lot extends to the W. Carroll Baxter property on the south then it extends more than 105 feet along Kent Narrows.

(6) That said Parcel Two, as now held by Herman A. Thompson and Betty B. Thompson, his wife, was acquired by Joseph Edward Baxter and Dorothy R. Baxter, his wife, from Gerald W. Harrington and Anna L. Harrington, his wife, be deed dated April 8, 1949, and recorded in land liber Queen Anne's County N.B.W. No. 3, folio 95, a certified copy of said deed being filed herewith and marked Complainants Exhibit "D"; that said Gerald W. Harrington and Anna L. Harrington, his wife, acquired said property from Jacob B.Tolson and Bessie M. Tolson, his wife, by deed dated April 21, 1942, and recorded in land liber Queen Anne's County, A.S.G.,Jr. No. 6, folio 73, a certified copy of said deed bing filed herewith and marked Complainants Exhibit "E"; that said Jacob B. Tolson and Bessie M.Tolson, his wife, acquired said property from Rev. George R. McCready and Mary E. McCready, his wife, by deed dated July 2, 1915 and recorded in land liber W.F.W. No. 7, folio375, a certified copy of said deed filed herewith and marked Complainants Exhibit "F".

(7) That said Complainants, Herman A. Thompson and Betty B. Thompson, his wife, and their predecessors in title, George R. McCready and Mary E. McCready, his wife, Jacob B. Tolson and Bessie M. Tolson, his wife, and Gerald W. Harrington and Anna L. Harrington, his wife, and Joseph E. Baxter and Dorothy R. Baxter, his wife, are, and have been in possession of said Parcel Two since 1915; and that such possession is and has been actual, open, notorious, exclusive, hostile, and under claim of ownership continuously from said time to date of filing this Bill of Complaint.

(8) That on or about August 6, 1965 Shew and Bartlett, Engineers, No. 1676, surveyed the land acquired by Herman A. Thompson and Betty B. Thompson by the two deeds herein referred to, and that at that time attention was called to the fact that the Jacob B. Tolson tracr, Parcel Two, said to contain 1/2 Acre, more or less, was actually of greater size and area and extended some 40 feet to the land of the Maryland Seafood Cooperative Association, Inc. (formerly of W. Carroll Baxter), and the remnants of an old fence as will be seen by reference to the plat and said survey description of the parcels or tracts of land included in said Contract of Sale; which survey included 4/5 Acre, more or less, of marshland that since 1920 had been a part of the Joseph E. Baxter Parcel Two and described in said survey, as follows:

ALL those two lots or parcels of land (including a 4/5 acre of marshland) described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U.S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances; to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06-25 W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc., thence running by and with the North line of land of the said Maryland Seafood Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88-10 W) one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10 W) of, and four (4.)) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15008 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83035 E) two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandths (1.538) Acres.

Also all that fifeeen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88-10 W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Seafood Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Seafood Cooperative, Inc,, and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44 E) one hundred seventynine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U.S. Routes Nos. 50 and 301 to a dead

end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44 W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fifteen and seventeen one-hundredths (15.17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandth (0.062) Acre.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County; included is a tract 4/5 of an acre, more or less, conveyed by Mary C. E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

A copy of said Certificate of Survey and plat filed herewith and marked Complainants Exhibit "G".

(9) That the examination of title to Parcel Two, of Herman A. Thompson and Betty B. Thompson, (George R. McCready, Jacob B. Tolson, Gerald Harrington, formerly the Joseph E. Baxter tract) further reveals that this parcel was acquired by Jacob B. Tolson from Rev. George McCready and Mary E. McCready, his wife, by deed dated July 2, 1915 and recorded in land liber, Queen Anne's County, W.F.W. No. 7, folio 375, at which time, in said deed, this tract was described as follows, to wit:

One half acre, more or less, in the Fifth ElectionDDistrict of of Queen Anne's County, Maryland on the left side of the public road from Ferry Bridge to Well Hill, beginning at water's edge at a boundary of the Nash Oysterhouse, running south along water edge 105 feet to a boundary over easterly course 200 feet, and northerly course to a boundary 105 feet to Roth Nash and westerly course to place of beginning at water edge 210 feet at the ferry; a certified copy of said deed filed herewith and marked Complainant's Exhibit "F".

(10) That the examination of the title to this tract Parcel Two, that is, further reveals that in 1920 Jacob B. Tolson acquired a tract of marshland, 4/5 of an acre in size, apparently adjoining said Parcel Two from Mary C. E. McCready, said deed recorded in land liber Queen Anne's County, J.F.R. No. 6, folio 74, and describing said land as follows, to wit:

A portion of marshland at or near Kent Island Narrows beginning for same on the north side of the public main road leading from said Narrows and on the east side of the old mill race leading through the marsh and thence parallel with said mill race in a northerly direction 242 feet till it meets the land formerly purchased by said Jacob B. Tolson from the aforesaid Mary E. C. McCready, thence easterly parallel with the land of Jacob B. Tolson to a stake boundary 210 feet thence southerly till it meets said public main road to a telephone support pole 200 feet, thence westerly with said public road 105 feet to the beginning containing within metes and bounds 4/5 of a acre.

A certified copy of said deed filed herewith and marked Complainants' Exhibit "H".

(11) That this 4/5 of an acre of marshland apparently adjoins said Parcel Two on the east side, however, from the description in the deed above it is difficult to determine with ceetainty just where the 4/5 of an acre may lie.

(12) That the examination of the land records and records in the Register of Wills office at the Court House in Centreville, Maryland, from 1920 to the date of the death of Jacob B. Tolson, in 1949, does not indicate that he ever disposed of this 4/5 acre of marsh tract.

(13) That said Parcel Two acquired first by Jacob B. Tolson and wife, in 1915, then sold by them in 1942 to Gerald W. Harrington and wife, then sold by them to Jacob E. Baxter and Dorothy R. Baxter, his wife, then sold by them in 1961 to Herman A. Thompson and Betty B. Thompson, his wife,has apparently, since 1920 been composed also of the 4/5 Acre of marshland acquired by Jacob B. Tolson in 1920, which 4/5 acre had been inadvertently left out of the conveyances involved or inadequately described therein; title references in said deeds make no mention of the 4/5 Acre of marshland being included in the conveyances.

(14) That Jacob B. Tolson died, testate, in 1949 and left surviving him a widow, Bessie M. Tolson, and two daughters, Hilda Tolson Kelly and Amy Tolson Baxter; that by his Will dated February 23, 1937 and recorded among the Will records of Queen Anne's County in Liber N.S.D. No. 1, folio 533, he "gave and bequeathed" unto his widow, and wife, Bessie M. Tolson, the balance of his estate, both real and personal, after the payment of fifteen hundred dollars each to his said two daughters; that there was no inventory of real estate filed among the proceedings in the Orphans' Court, Queen Anne's County, in the estate of Jacob B. Tolson thus leaving the inference that at the time of his death he owned, or claimed, no interest in the 4/5 of marsh hereinbefore referred to in this Bill, but that it had been included in the conveyance to Gerald W. Harrington and wife in 1942. A certified copy of the Will of Jacob B. Tolson is filed herewith and marked Complainants' Exhibit "I".

(15) That no action at law or proceeding in equity is pending to enforce or test the validity of the title of the Respondents.

WHEREFORE, your Complainants pray:

(a) That this Honorable Court decree that theComplainants, Herman A. Thompson and Betty B. Thompson, have absolute ownership and the right of absolute disposition of the land referred to in this suit.

(b) That this Honorable Court will grant and 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.

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

AND, AS IN DUTY BOUND, ETC.

EDWARD TURNER
Edward Turner
Lawyers Row, Centreville, Md.
Phone 758-1795

B. HACKETT TURNER
B. Hackett Turner
Lawyers Row, Centreville, Md.
Phone 758-1795

CLAYTON C. CARTER
Clayton C. Carter
Lawyers Row, Centreville, Md.
Phone 758-1680

HERMAN A. THOMPSON
HERMAN A. THOMPSON

BETTY B. THOMPSON
BETTY B. THOMPSON

C. DOUGLAS SWEISFORD
C. DOUGLAS SWEISFORD

STATE OF MARYLAND)
)
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY that on this 5 day of March, 1966, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, and made oath in due form of law that the matters and facts stated in the aforesais Bill are true to the best of their knowledge and belief.

WITNESS my hand and notarial seal.

Notary
Public
Seal

LEOLA CLEVENGER N.P.
Notary Public
My commission expires July 7, 1967.

STATE OF PENNA.)
)
COUNTY OF BERKS)

I HEREBY CERTIFY that on this 17th day of March, 1966, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared C. DOUGLAS SWEISFORD and made oath in dur form of law that the matters and facts stated in the aforegoing Bill are true to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Justice of
Peace
Seal

LUTHER W. LEVAN, JR.
Luther W. Levan, Jr.
Justice of Peace
Notary Public
My commission Expires January 3, 1977

COMPLAINANTS EXHIBIT "A"
Filed March 28, 1966

LIBER 62 PAGE 108

No. 46517
Re56776 RECEIVED FOR RECORD Aug. 25, 1961

THIS DEED made this 25th day of August, in the year one thousand nine hundred and sixty-one, by and between HOWARD D. CHANCE and MINNIE E. CHANCE, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE Dollars ($5.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Howard D. Chance and Minnie E. Chance, his wife, do hereby grant and convey unto the said Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, parcel and tract of land, improved by a frame building, now used as an Oyster House, and also improved by frame buildings and outbuildings and shanties, called or known as "The Oyster House Property of Arthur S. Nash", situate, lying and being at Kent Island Narrows, in the Fifth Election District of Queen Anne's County, State of Maryland, located on the South side of the Kent Island Narrows, or body of water leading toward the Chester River, and adjoining the land and property on one side of, or formerly of, Jacob B. Tolson, and adjoining on another side the land and property of, or formerly of, John R. Coursey,

said property being more particularly described as follows: BEGINNING for the said lot of land at the northwest corner of the lot of Jacob B. Tolson and extending from a ditch, South 105 feet; thence East 210 feet; thence North 105 feet; thence West 210 feet to the beginning, containing about ONE-HALF (1/2) of an Acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Howard D. Chance and Minnie E. Chance, his wife, by Arthur Stewart Nash, widower, by deed of conveyance bearing date April 16, 1949, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber N.B.W. NO. 3 at folio 137, etc. (Reference is also made to this deed for further title references.)

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 Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Howard D. Chance and Minnie E. Chance, his wife, do 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 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: (as to Grantors)

VIRGINIA S. WHITE — HOWARD D. CHANCE (SEAL)
Howard D. Chance

VIRGINIA S. WHITE — MINNIE E. CHANCE (SEAL)
Minnie E. Chance

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

I HEREBY CERTIFY, that on this 25th day of August, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard D. Chance and Minnie E. Chance, his wife, and they each acknowledged the foregoing Deed to be their respective act.

Witness my hand and notarial seal.

VIRGINIA S. WHITE
Virginia S. White
Notary Public

Notary Public Seal.

My commission expires May 6, 1963.

One-Five Dollar; One Fifty Cent Int. Rev. Stamps.
Two-Five Fifty State Stamps, Endorsed T & T 8/25/61

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 62, folio 108, 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 10th day of January in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

COMPLAINANTS EXHIBIT "B"
Filed March 28, 1966

LIBER 62 PAGE 264

No. 46596
Re56934 RECEIVED FOR RECORD Sept. 8, 1961

THIS DEED made this 8th day of September in the year one thousand nine hundred and sixty-one, by and between JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, of Queen Anne's County, State of Maryland, parties of the first par; and HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipts of which are hereby

acknowledged, the said Joseph Edward Baxter and Dorothy R. Baxter, his wife, do hereby grant and convey unto the said Herman A. Thompson and Betty B. Thompson,his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, improved by frame buildings and outbuildings, formerly called or known as "The Jacob B. Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the waters of Kent Narrows and on the North side of, but not bounding on the Queenstown-Kent Island State Road, bounded on the North by the land called "Nash Brothers Shucking House Property", owned now by Herman A. Thompson, bounded on the East by the land of, or formerly of, Elmer Golt, bounded on the South by the land of W. Carroll Baxter, and bounded on the West by the waters which flow through Kent Island Narrows, containing one half (1/2) acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto Joseph Edward Baxter and Dorothy R. Baxter, his wife, by Gerald W. Harrington and Anna Lee Harrington, his wife, by deed of conveyance bearing date April 8, 1949, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber N.B.W. No. 3 at folio 95, etc.

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 Herman A. Thompson and Betty B. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Joseph Edward Baxter and Dorothy R. Baxter, his wife, do 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 thesame as may be requisite.

WITNESS the hands and seals of said Grantors:

TEST: (as to Grantors)

VIRGINIA S. WHITE — JOSEPH EDWARD BAXTER (SEAL)
Joseph Edward Baxter

VIRGINIA S. WHITE — DOROTHY R. LEE BAXTER (SEAL)
Dorothy R. Lee Baxter

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

I HEREBY CERTIFY, that on this 8th day of September in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, and each acknowledged the foregoing Deed to be their respective act.

Witness my hand and Notarial seal.

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

Notary
Public
Seal.

One-Two Dollar; One-Fifty Cent;
One-Twenty-five Cent Int. Rev.
Stamps. One-Five fifty State
Stamp. Endorsed 908061

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 62, folio 264, 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 10th day of January in the year nineteen hundred and sixty-six.

Circuit
Court
Seal

CHARLES W. CECIL
Clerk

COMPLAINANTS' EXHIBIT "C"
Filed March 28, 1966

THIS CONTTACT OF SALE, made this 15th day of October, 1965, between HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, of Queen Anne's County, State of Maryland, hereinafter called "Sellers"; and C. DOUGLAS SWEISFORD of Barto, Pennsylvania, hereinafter called "Purchaser";

WITNESSETH, that the said Sellers do hereby agree to sell and do sell unto the said Purchaser, and said Purchaser does hereby agree to buy and does buy of the said Sellers, at and for the sum of TWENTY THOUSAND DOLLARS ($20,000.00), SIXTEEN THOUSAND DOLLARS ($16,000.00) of which is the purchase price for the real estate, and FOUR THOUSAND DOLLARS ($4,000.00), the purchase price for the personal property, upon the terms as hereinafter set forth, the following described real estate, to wit:

ALL those two lots or parcels of land described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, according to a survey made by Shew & Bartlett, Registered Engineers and Surveyors, on August 24, 1965, to wit: BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson, thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06° 25'W), two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc.; thence running by and with the North line of land of the said Maryland Seafood Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88° 10'W), one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88° 10'W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15°08'W), two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17° 21'E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83° 35'W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83° 35' E), two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandths (1.538) Acres.

ALSO all that fifteen (15.0) foot right-of-way leading outward from the hereinabove described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88° 10'W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Seafood Cooperative Association, Inc.; thence running by and with, and through and over, land of the said Maryland Seafood Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06° 44'E), one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86° 12' W), fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06° 44'W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the hereinabove described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88° 10'E), fifteen and seventeen one hundredths '15. 17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandths (0.062) acre.

BEING the same and all of the land and premises which was granted and conveyed unto the said Herman A. Thompson and Betty B. Thompson, his wife, the Sellers herein, by the following two deeds; (1) from Howard D. Chance and Minnie E. Chance, his wife, dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108; (2) from Joseph Edward Baxter and Dorothy R. Baxter, his wife, dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all land record books for Queen Anne's County, State of Maryland.

AND ALL EQUIPMENT AND PERSONAL PROPERTY LOCATED IN THE SAID OYSTER HOUSES SITUATED ON THE HEREINABOVE DESCRIBED REAL ESTATE.

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, that is to say: the sum of TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($212.50) has been paid prior to the execution and delivery of this Contract of Sale; the balance thereof, to wit: the sum of NINETEEN THOUSAND SEVEN HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS ($19,787.50) shall be paid in cash or by certified check at the time of final settlement.

2. POSSESSION. Full possession shall be given said Purchaser by said Sellers on the day of final settlement.

3. TAXES AND INSURANCE. All state and county taxes for the fiscal year July 1, 1965 through June 30, 1966, shall be adjusted between the Sellers and the Purchaser as of the date of final settlement; as well as the fire insurance policy covering the improvements on said property. It is understood and agreed that the Sellers shall immediately have all the insurance policies on the property so endorsed as to protect the parties hereto, as their interest may appear, and to continue said insurance in force during the life of this Contract. The right is hereby ex-

tended the Purchaser to carry any additional insurance on said improvements he may desire, at his own expense, however.

4. TITLE. The Purchaser is to procure and pay for an abstrict of the title to said tract of land if he desires such, which said title to said tract of land shall be such as may be approved by an attorney of his selection and shall show a good and merchantable title to said tract of land vested in said Sellers; and in the event said Sellers fail to show a good and merchantable title vested in them and which defects are not remedied by them within a reasonable length of time, then and in that event the said Sellers agree to return to said Purchaser any and all moneys paid hereunder, and this Contract of Sale shall be deemed to be null and void. In the event, however, that the Sellers, shall tender to the said Purchaser a conveyance of good and merchantalbe title, as herein provided for, and within a reasonable time thereafter the said Purchaser shall fail to make final settlement, as herein provided for, then and in that event the sum of TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($212.50) paid by the said Purchaser to the said Sellers, in accordance with this Contract of Sale, as an initial deposit, shall be retained by the said Sellers as liquidated damages. It is understood by and between the parties hereto that the Purchaser questions the merchantable of the title to the property, which is the object of this Contract of Sale, because of the indefiniteness of the descriptions thereto, and the Sellers agree to promptly institute an appropriate proceeding in the Circuit Court for Queen Anne's County, in Equity, to quiet the title pursuant to the provisions of Article 16, Section 128 (1957) of the Annotated Code of Maryland.

5. CONVEYANCE. The said Sellers, upon the full payment unto them of said purchase money, shall by deed convey said tract of land unto the said Purchaser, and /or such other person or persons as he may designate, in fee simple, free and clear of all liens, mortgages and other encumbrances, which said deed shall be in the usual form now in use in the State of Maryland, shall contain the usual full covenants and warranties (special, but not general(, and shall be executed and acknowledged agreeably to law by the said Sellers at the expense of said Purchaser, such expense to include the fee for the preparation of said deed and the necessary revenue stamps to be affixed to said deed, as well as all notary fees and recording costs incident thereto.

6. PLACE OF FINAL SETTLEMENT. The deed shall be delivered and final payment of said purchase money shall be made at the office of Turner & Turner between the hours of 9 o'clock A.M. and 4 o'clock P.M., E.S.T. not later than ten (10) days from the date of the filing and signing, in the Circuit Court for Queen Anne's County, of the Final Decree in the suit agreed in Paragraph 4 of this Contract of Sale to be brought by the Sellers to quiet the title to the real estate hereinabove described.

AND this Contract of Sale further witnesseth:

A. That the said Sellers, for themselvers, their successors, heirs and assigns, covenant to and with the said Purchaser, his heirs and assigns, to perform that part of this Contract of Sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

B. That the said Purchaser, for himself, his heirs and assigns, covenants to and with the said Sellers, their heirs and assigns, to perform that part of this Contract of Sale on his part to be performed in the manner and at the times herein provided for the performance of the same.

IN TESTIMONY WHEREOF, the said parties to this Contract of Sale do hereunto subscribe their names and affix their seals, and to one other copy of like tenor and effect, a duplicate of this Contract of Sale, on the day and year first hereinbefore written.

TEST: (as to Sellers)

EDWARD TURNER

HERMAN A. THOMPSON (SEAL)
Herman A. Thompson

ALICE B. SMITH

BETTY B. THOMPSON (SEAL)
Betty B. Thompson
SELLERS

TEST: (as to Purchaser)

CLAYTON C. CARTER

CATHERINE SWEISFORD
C. DOUGLAS SWEISFORD
C. Douglas Sweisford
PURCHASERS

ADDENDUM

It is understood and agreed by and between the parties to the attached Contract of Sale that $5,000.00 of the balance of the purchase money due at the time of final settlement shall be paid by the note of the Purchaser payable to the order of the Sellers, dated the same date as the delivery of the deed, payable at the designated office of the holder one (1) year after date, with interest from the sate of the note at the rate of six (6) per centum per annum, payable semi-annually, and with the option on the part of the maker of the note to renew the same for the balance then due for two additional one (1) year terms, and with the privilege upon any interest bearing date of paying any amount on account of the principal indebtedness, the interest to cease thereafter on the amount of any such principal payments; said note shall further provide that if any default be made in any payment of principal or interest, or in case of failure to comply with any of the requirements or covenants contained in the mortgage given by the Buyer to secure the payment of said note, then at the election of the holder of the note, without presentment, protest or notice, the principal sum, and all accrued interest thereon, shall at once become due and payable, including costs of suit and an attorney's fee for collection of ten (10) per centum of the amount due and with the confession of judgment to be

entered by the proper official upon default with all exemptions waived; said note shall be under seal and secured by a second purchase money mortgage (a first purchase money mortgage not to exceed $10,000.00) executed and delivered by the Buyer to the Sellers on the date of final settlement upon the real estate herein sold, which shall contain the covenants, conditions and power of sale set forth in the form of printed mortgage now being used by the Seller's attorney, Turner & Turner, of Centreville, Maryland.

It is further understood by and between the parties to the within Cintract of Sale that the Sellers shall credit the Buyers on account of the unpaid purchase money all funds heretofore and hereafter advanced by the Buyer for and on behalf of the benefit of the Sellers.

IN WITNESS WHEREOF said parties do hereunto subscribe their names and affix their seals this 31st day of January, 1966.

WITNESS:

LEOLA CLEVENGER — HERMAN A. THOMPSON (SEAL)
Herman A. Thompson

LEOLA CLEVENGER — BETTY B. THOMPSON (SEAL)
Betty B. Thompson
SELLERS

CATHRIN SWEISFORD — C. DOUGLAS SWEISFORD (SEAL)
C. Douglas Sweisford
PURCHASER

COMPLAINANTS EXHIBIT "D"
Filed March 28, 1966

::::::::::::::::::::::::::::::::
#27,581. 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 Eleventh day of April, in the year nineteen hundred and forty one, the following Deed was brought to be recorded, to wit:-

Two-One Dollar and One-Fifty Cent Int.
Rev. Stamps. Endorsed J.P.S. Apr. 8, 1949.

One-Two Dollar Twenty Cent Recordation Tax
Stamp. Endorsed JPS 4/11/49

This Deed made this eighth day of April, in the year one thousand nine hundred and forty-nine, by Gerald W. Harrington and Anna Lee Harrington, his wife, of the County of Wicomico, State of Maryland.

WITNESSETH: That, in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Gerald W. Harrington and Anna Lee Harrington, his wife, do hereby grant and convey unto Joseph Edward Baxter and Dorothy R. Baxter, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever, the following described real estate, to wit:

ALL that lot or parcel of land, improved by frame building and outbuildings, used as an oyster shucking House and shanties, formerly called or known as "The Jacob B. Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the waters of Kent Narrows and on the north side of but not bounding on the Queenstown-Kent Island State Road, bounded on the north by the land called "Nash Brothers Shucking House Property", owned now by Arthur S. Nash, bounded on the east by the land of Elmer Golt or formerly of Elmer Golt, bounded on the south by the land of W. Carroll Baxter, and bounded on the west by the waters which flow through Kent Island Narrows, containing One-half (1/2) Acre of land, more or less.

Being the same property conveyed unto the Grantors by Jacob B. and Bessie M. Tolson by deed dated April 21st, 1942, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr., No. 6, folio 73.

TOGETHER with the buildings and improvements thereone 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 Joseph Edward Baxter and Dorothy R. Baxter, his wife, as tenants by the entireties, their 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 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:

RUTH W. HOSTETTER — GERALD W. HARRINGTON (SEAL)
Gerald W. Harrington

RUTH W. HOSTETTER
Ruth W. Hostetter

ANNA LEE HARRINGTON (SEAL)
Anna Lee Harrington

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber N.B.W. No. 3, folio 95, 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 10th day of January in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

COMPLAINANTS EXHIBIT "E"
Filed March 28, 1966

::::::::::::::::::::::::::::::::
#21,185 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 the Twenty First day of April, in the year nineteen hundred and forty two, the following Deed was brought to be recorded, to wit:-

One-One Dollar, One-Fifty Cent,
One-Twenty Cent and One-Ten Cent
Recordation Tax Stamps. Endorsed
J B T Apr. 21, 1942

One-Two Dollar and One-Twenty Cent
Recordation Tax Stamps. Endorsed
J B T Apr. 21, 1942.

THIS DEED, made this twenty first day of April in the year nineteen hundred and forty two between Jacob B. Tolson and Bessie M. Tolson, his wife of Queen Anne's County in the State of Maryland, hereinafter called "Grantors", parties of the first part and Gerald W. Harrington and Anna Lee Harrington, his wife, of the same place, parties of the second part.

********** WITNESSETH: **********

That the said Grantors for and in consideration of the sum of Eighteen hundred dollars to them in hand paid by the parties of the second part at or before the delivery of these presents, the receipt of which is hereby acknowledged, do hereby grant and convey unto the parties of the second part, the said Gerald W. Harrington and Anna Lee Harrington, his wife, their heirs and assigns forever, in fee simple, as tenants by the entireties,

ALL that lot or parcel of land improved by a frame building used as an oyster shucking house and a frame building used to house oysters shuckers (known as "The Shanty Building") called or known as "The Jacob B. Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County in the State of Maryland on the waters of Kent Narrows and on the north side of but not bounding on the Queenstown-Kent Island State Road, bounded on the north by the land called "Nash Brothers Shucking House Property", owned by Arthur Nash and heirs at law of R. E. Nash, bounded on the east by the land of Elmer Golt, bounded on the south by the land of W. Carroll Baxter and bounded on the west by the waters which flow through Kent Island Narrows, containing 1/2 acre of land, more or less; BEING the same land granted unto the said Jacob B. Tolson by Reverend George R. McCready amd Mary C. E. McCready, his wife, by deed dated July 2nd., 1915 and recorded in Liber W.F.W. No. 7, a land record book of Queen Anne's County at folio 375.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property with the appurtenances thereof unto the parties of the second part, their heirs and assigns forever in fee simple as tenants by the entireties.

AND the said Jacob B. Tolson covenants that he will warrent generally the property hereby granted and conveyed; that he is seised of the land hereby conveyed; that he has done no act to encumber said property; and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the parties of the first part have hereunto affixed their names and seals the day and year first hereinabove written.

Test:

JACOB B. TOLSON (SEAL)
Jacob B. Tolson

KATHERINE C. MORRIS
Katherine C. Morris

BESSIE M. TOLSON (SEAL)
Bessie M. Tolson

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

I hereby certify that on this twenty first day of April in the year nineteen hundred and forty two before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Jacob B. Tolson and Bessie M. Tolson, his wife, above named Grantors and did each acknowledge the aforegoing DEED to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my seal Notarial the day and year above written.

KATHERINE C. MORRIS
Katherine C. Morris

Notary
Public
Seal.

NOTARY PUBLIC

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. 6, folio 73, 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 10th day of January in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

COMPLAINANTS EXHIBIT "F"
Filed March 28, 1966

#5051. Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the twenty seventh day of July, in the year nineteen hundred and fifteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this 2nd. day of July, 1915, by Rev. Geo. R. McCready and Mary E. McCready, his wife, both of Laurel, Delaware.

WITNESSETH that in consideration of the sum of One Hundred and Fifty Dollars, the receipt of which is hereby acknowledged, do hereby grant and convey in fee simple unto Jacob B. Tolson, of Kent Island, Queen Anne's County, State of Md., on half aker of land, more or less in the fifth district of Queen Anne's County, on the left side of publick rode from ferry Bridge to Well Hill, biganing at Water Edge at a boundary of Eath Nash Oysterhouse, running south along water edge 105 feet of Eath Nash and westerly course to place of beganing at water edge 210 feet at the Feary

TOGETHER with all rights, rodes, ways, water privileges, appertanances and advantages to the same belonging or in anywise appritainaing

AND the said Rev. Geo. R. McCready and Mary C. E. McCready, his wife, covenants that they will warrant generally the property hereby conveyed and that they will execute such other and further assurances of title thereto as may be requisite or necessary.

Witness their hands & seal.

Test:-

REV. GEO. R. McCREADY.(SEAL)

Jas. E. TULL.

MARY C. E. McCREADY. (SEAL)

STATE OF MARYLAND,

I hereby certify that on this 2nd. day of July, in the year 1915 befor me, the subscriber, a Notary Public of the State Delaware, personally appeared Rev. Geo. R. McCready and Marry C. E. McCready, his wife, and did each acknowledged the aforegoing deed to be their respective act.

JAMES E. TULL.
Notary Public.

Notary
Public
Seal

: : : : : : : : : :
: 1-50c Stamp. :
: Documentary :
: Geo.R.McC.M.C. :
: E.McC. 7/2/15 :
: : : : : : : : : :

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber W.F.W. No. 7, folio 375, 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 10th day of January in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

COMPLAINANTS EXHIBIT "G"
Filed March 28, 1966

SHEW AND BARTLETT
INGINEERS

Hacks Point Beach
Earleville, Maryland 21919
Phone 301-275-4891

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for Herman A. Thompson and Betty B. Thompson, his wife, all those two lots or parcels of land described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06-25 W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Sea Food Cooperative Association, Inc; thence running by and with the North line of land of the said Maryland Sea Food Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described l and to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88.10 W) one hundred siventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10 W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15-08 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83-35 E) two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandth (1.538) Acres.

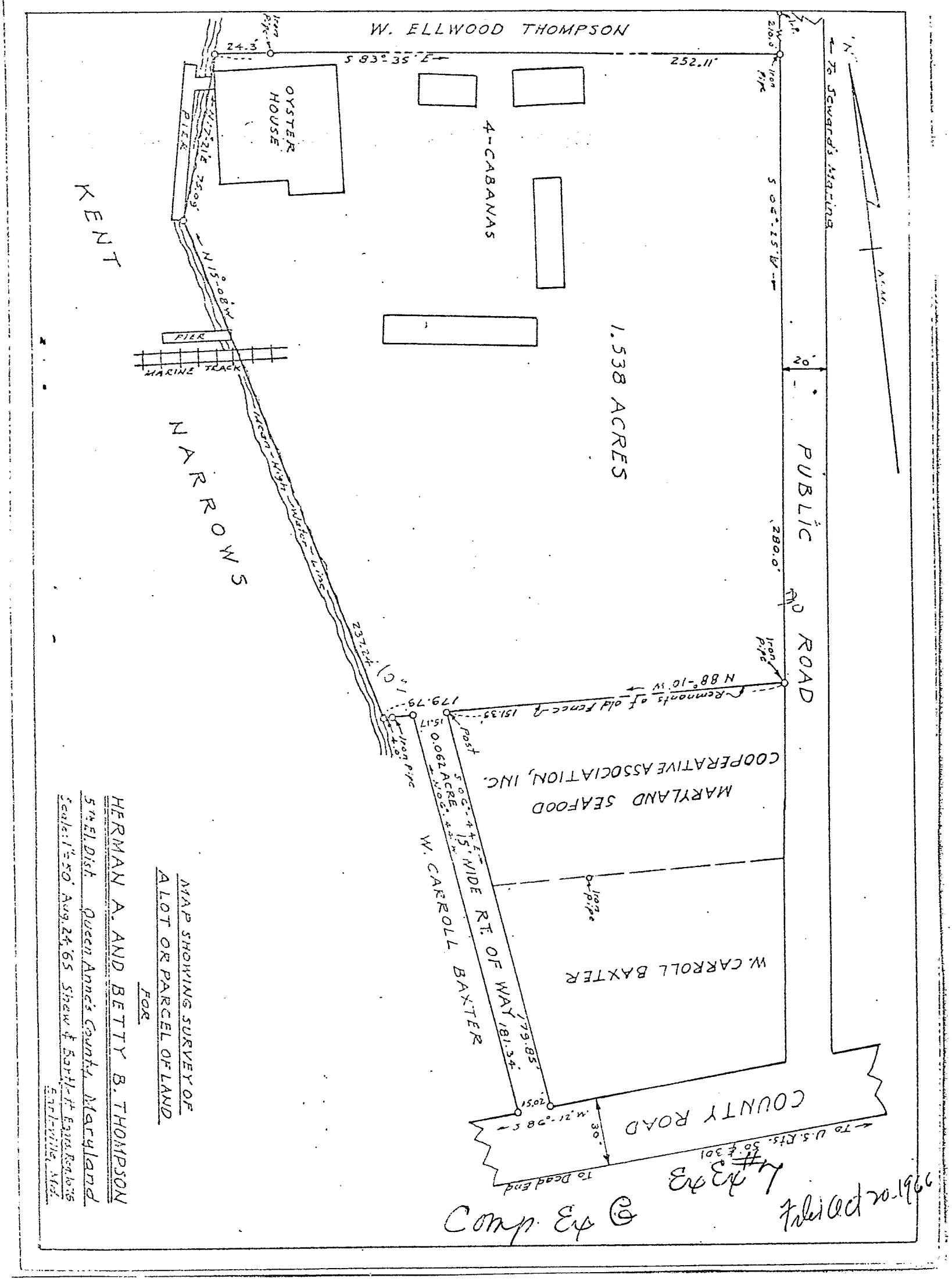
Also all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Sea Food Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88-10 W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Sea Food Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Sea Food Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44 E) one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44-W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fefteen and seventeen one hundredths (15.17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandth (0.062) Acre.

BEING all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County, included is a tract 4/5 of an acre, more or less, conveyed by Mary C. E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

August 24, 1965

SHEW & BARTLETT
SHEW & BARTLETT
Engrg. Reg. 1676



Comp. Exp G

Exp #7

Filed March 28, 1966

COMPLAINANTS EXHIBIT "H"
Filed March 28, 1966

::::::::::::::::::::::::::::::::

#8281. 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 the twenty eighth day of December, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 15th. day of _____ in the year 1920, by Mary E. C. McCready of Laurel, in the State of Delaware, in consideration of the sum on one hundred and fifty dollars ($150.00) the receipt of which I hereby acknowledge do hereny grant and convey in fee simple, unto Jacob B. Tolson, of Kent Island, Queen Anne's County, State of Maryland a portion of marsh land at or near Kent Island narrows beginning for same on the north side of the public main road leading from said narrows, & on the east side of the old mill race leading through the marsh and

from thence parallel with said mill race in a northerly direction 242 feet fill it meets the land formerly purchased by said Jacob B. Tolson from the aforesaid Mary E. C. McCready thence easterly parlell with the land of Jacob B. Tilson to a stake boundary 210 ft. thence southerly till it meets said public main road to a telephone support pole 200 feet thence westerly with said public road 105 feet to the place of beginning, containing within the metes and bounds 4/5 of an acres of marsh land, more or less, and I do convenent with the said Jacob B. Tolson to warrant generally ans specially to property hereby conveyed & to execute such further assurance of title as may be requisite.

Witness my hand and seal.

Test: Jas. E. Tull.

Mary C.E. McCready. (SEAL).

State of Delaware, Sussex County, to wit:-

I hereby certify that on this 15th. day of June, in the year 1920, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Mary E. C. McCready and acknowledged the aforegoing deed of Conveyance to be her act.

Witness my hand and official seal this 15th. day of June, A.D. 1920.

Notary
Public
Seal.

James E. Tull
Notary Public.

One Fifty Cent internal
Revenue Stamp, endorsed
MCEMcC., June 15, 1920.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 6, folio 74, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix theseal of the Circuit Court for QUEEN Anne's County, this 10th day of January in the year nineteen hundred and sixty-six.

CHARLES W. CECIL
Clerk

COMPLAINANTS EXHIBIT "I"
Filed March 28, 1966

I, Jacob B. Tolson, of Queen Annes County, Maryland- being of sound mind and memory, do hereby make, ordain, publish and declare this to be my lans will and testament.

First, I order and direct my Executor, hereinafter named, to pay all of my just debts and funeral expenses as soon after my decease as possible. I give my Execuyor absolute power to sell both my personal and raal estate.

Second, I give and bequeath unto my daughter, Hilda Tolson "Kelly" if living at my decease to sum of fifteen hundred dollars ($1500.00)

Third, I give and bequeath unto my daughter, Amy Tolson "Baxter" if living at my decease the sum of fifteen hundred dollars ($1500.00

Fourth, I give and bequeath unto my wife, Bessie M. Tolson, the balance of my estate both real and personal.

Fifth, I hereby appoint Bessie M. Tolson, my wife, as Executrix of my estate.

JACOB B. TOLSON (SEAL)

Witness our hands and seals this 23rd. day of February, 1937,

Witness and signed in the presence of each other.

W. I. TUTTLE WITNESS

NORMAN R. HITCH WITNESS

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

On the 11th day of January A.D., 1949 came Bessie M. Tolson, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of JACOB B. TOLSON, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to her hand and prssession, and that she does not know nor has she heard of any other and that she received the same from a money box in the home of the Testator on or about the 4th day of January A.D., 1949

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 11th day of January, 1949, came Washington I. Tuttle and Norman R. Hitch of Queenstown, Maryland, the two subscribing witnesses to the aforegoing last Will and Tesrament of JACOB B. TOLSON, 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:

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 aforegoing Instrument of Writing, purporting to be the last Will and Testament of JACOB B. TOLSON 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 11th day of January A.D., 1949, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JACOB B. TOLSON, deceased.

H. F. CALLAHAN

C. TILGHMAN BISHOP

W. REMBERT PHILLIPS
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 aforegoing is a true cipy of the last Will and Testament of JACOB B. TOLSON, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on January 11th, 1949 and recorded in Liber N.S.D. No. 1 Folio 533, 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 11th day of January 1966:

Court

Seal

DOROTHY E. CONNOLLY
Register of Wills for QueenAnne's County, Maryland

ORDER OF PUBLICATION
Filed March 28, 1966

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, Chester, Maryland; C. DOUGLAS SWEISFORD, Barto, Pennsylvania; COMPLAINANTS	IN THE
VS.	
BESSIE M. TOLSON, widow; JOSEPH EDWARD BAXTER and DOROTHY R. BAXTER, his wife, Chester, Maryland; ANNA L. HARRINGTON, widow, 204 South Giles Street, Bridgeton, New Jersey; THE UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES OF THE FOLLOWING DECEASED PERSONS: GEORGE R. McCREADY and MARY E. McCREADY; JACOB B. TOLSON; GERALD W. HARRINGTON; and all other persons, their heirs, devisees, personal representatives 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. Addresses Unknown. RESPONDENTS	CIRCUIT COURT FOR IN EQUITY NO. 4759

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, be made the absolute owners of the 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 any of the Respondents to claiming any interest in said land.

The Bill recites that - - -

(1) That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 1 6, Section 128 (1957).

(2) That your Complainants by virtue of two conveyances did acquire title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

PARCEL ONE

By deed dated August 25, 1961, from Howard D. Chance and Minnie E. Chance, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, said deed recorded in land liber Queen Anne's County, Maryland, T.S.P. No. 62, folio 108, the following parcel of land: All that lot, parcel and tract of land improved by fram buildings, outbuildings and shanties, called or known as "The Oyster House Property of Arthur S. Nash", siduate, lying and being at Kent Island Narrows or body of water leading toward the Chester River and adjoining the land and property on one side of, or formerly of, Jacob B. Tolson and adjoining on another side the land and property of, or formerly of, John R. Coursey, said property being more particularly described as follows: Beginning for the said lot of land at the northwest corner of the lot of Jacob. Tolson and extending from a ditch south 105 feet; thence east 210 feet; thence north 105 feet; thence west 210 feet to the beginning, containing about one-half (1/2) acre of land, more or less.

PARCEL TWO

By deed dated September 8, 1961 and recorded in land liber Queen Anne's County T.S.P. No. 62, folio 264, from Joseph Edward Baxter and Dorothy R. Baxter, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, the following described parcel of land; All that lot or parcel of land improved by frame buildings and outbuildings formerly called or known as the "Jacob Tolson Oyster Shucking Ptoperty ", situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Kent Narrows and on the north side of, but not binding on the Queenstown-Kent Island State Road, bounded on the north by the land called the "Nash Brothers Shucking House Property", owned now by Herman A. Thompson and Betty B. Thompson, his wife, bounded on the east by the land of, or formerly of, Elmer Golt; bounded on the south by the land of Carroll Baxter and bounded on the west by the waters which flow through Kent Narrows and containing 1/2 acre of land, more or less; certified copies of said deeds filed herewith and referred to respectively as Complainants' Exhibits "A" and "B".

(3) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have been in possession of said parcels, or tracts, of land continuously since August 25, 1961; 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.

(4) That your Complainants, Herman A. Thompson and Betty B. Thompson, were advised by Clayton C. Carter, Esquire, Attorney for C. Douglas Sweisford, contract purchaser of the two properties herein mentioned and described that it appeared from a title examination that said complainants Thompsons had been in possession of and were occupying and using more land than they had acquired under their deed from Joseph Edward Baxter and Dorothy R. Baxter, his wife, an executed copy of said contract being attached and marked Complainants Exhibit "C".

(5) That Complainants' deed from said Joseph Edward Baxter and Dorothy R. Baxter, his wife, describes the tract therein conveyed as containing one-half acre, more or less; said description, in general terms, also describes said tract as being bounded on the South by land of W. Carroll Baxter; if said tract contains one-half acre, more or less, its dimensions are approximately 105 x 210 feet, however, if said lot extends to the W. Carroll Baxter property on the south then it extends more than 105 feet along Kent Narrows.

(6) That said Parcel Two, as now held by Herman A. Thompson and Betty B. Thompson, his wife, was acquired by Joseph Edward Baxter and Dorothy R. Baxter, his wife, from Gerald W. Harrington and Anna L. Harrington, his wife, by deed dated April 8, 1949, and recorded in land liber Queen Anne's County N.B.W. No. 3, folio 95, a certified copy of said deed being filed herewith and marked Complainants Exhibits "D"; that said Gerald W. Harrington and Anna L. Harrington, his wife, acquired said property from Jacob B. Tolson and Bessie M. Tolson, his wife, by deed dated April 21, 1942, and recorded in land liber Queen Anne's County, A.S.G. Jr. No. 6, folio 73, a certified copy of said deed being filed herewith and marked Complainants Exhibit "E"; that said Jacob B. Tolson and Bessie M. Tolson, his wife, acquired said property from Rev. George R. McCready, and Mary E. McCready, his wife , by deed dated July 27, 1915 and recorded in land liber W.F.W. No. 7, folio 375, a certified copy of said deed filed herewith and marked Complainants Exhibit "F".

(7) That said Complainants, Herman A. Thompson and Betty B. Thompson, his wife, and their predecessors in title, George R. McCready and Mary E. McCready, his wife, Jacob B. Tolson and Bessie M. Tolson, his wife, and Gerald W. Harrington and Anna L. Harrington, his wife, and Joseph E. Baxter and Dorothy R. Baxter, his wife, are, and have been in possession of said Parcel Two since 1915; and that such possession is and has been actual, open, notorious, exclusive, hostile, And under claim of ownership continuously from said time to date of filing this Bill of Complaint.

(8) That on or about August 6, 1965 Shew and Bartlett, Engineers, No. 1676, surveyed the land acquired by Herman A. Thompson and Betty B. Thompson, by two deeds herein referred to, and that at that time attention was called to the fact that the Jacob B. Tolson tract, Parcel Two, said to contain 1/2 Acre, more or less, was actually of greater size and area and extended some 40 feet to the land of the Maryland Seafood Cooperative Association, Inc. (formerly of W. Carroll Baxter), and the remnants of an old fence as will be seen by reference to the plat and said survey description of the parcels or tracts of land included in said Contract of Sale; which survey included 4/5 Acre, more or less, of marshland that since 1920 had been a part of the Joseph E. Baxter Parcel Two and described in said survey, as follows:

All those two lots or parcels of land (including a 4/5 acre of marshland) described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Deward's Marina to U.S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances; to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06-25W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc.; thence running by and with the Northline of land of the said Maryland Seafood Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88-10 W) one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15008 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (24.3) feet from a iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S83-35 E) two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandth (1.538) Acres.

Also all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the North line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N88-10 W) of, and one hundred fifty one and thirty five one-hundredths (131.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Seafood Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Seafood Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44 E) one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U.S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44 W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fifteen and seventeen one-hundredths (15.17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandth (0.062) Acre.

Being all and the same land conveyed unto Herman H. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961,and recorded in Liber T.S.P. No. 62, folio 108.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County; included is a tract 4/5 of an acre, more or less, conveyed by Mary C. E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

A copy of said Certificate of Survey and plat filed herewith and marked Complainants Exhibit "G".

(9) That the examination of title to Parcel Two, of Herman A. Thompson and Betty B. Thompson, (George R. MCCready, Jacob B. Tolson, Gerald Harrington, formerly the Joseph E. Baxter tract) further reveals that this parcel was acquired by Jacob B. Tolson from Rev. Geo. McCready and Mary E. McCready, his wife, by deed dated July 2, 1915 and recorded in land liber, Queen Anne's County, W.F.W. No. 7, folio 375, at which time, in said deed, this tract was described as follows, to wit:

One half acre, more or less, in the Fifth Election District of Queen Anne's County, Maryland on the left side of the public road from Ferry Bridge to Well Hill, beginning at water's edge at a boundary of the Nash Oysterhouse, running south along water edge 105 feet to a boundary over easterly course 200 feet, and northerly course to a boundary 105 feet to Roth Nash and westerly course to place of beginning at water edge 210 feet at the ferry; a certified copy of said

deed filed herewith and marked Complainants' Exhibit "F".

(10) That the examination of the title to this tract Parcel Two, that is, further reveals that in 1920 Jacob B. Tolson acquired a tract of marshland, 4/5 of an acre in size, apparently adjoining said Parcel Two from Mary C. E. McCready, said deed recorded in land liber Queen Anne's County, J.F.R. No. 6, folio 74, and describing said land as follows, to wit:

A portion of marshland at or near Kent Island Narrows beginning for same on the north side of the public main road leading from said Narrows and on the east side of the old mill race leading through the marsh and thence parallel with said mill race in a northerly direction 242 feet till it meets the land formerly purchased by said Jacob B. Tolson from the aforesaid Mary E. C. McCready , thence easterly parallel with the land of Jacob B. Tolson to a stake boundary 210 feet thence southerly till it meets aaid public main road to a telephone support pole 200 feet, thence westerly with said public road 105 feet to the beginning containing within metes and bounds 4/5 of a acre.

A certified copy of said deed filed herewith and marked Complainants' Exhibit "H".

(11) That this 4/5 of an acre of marshland apparently adjoins said Parcel Two on the east side, however, from the description in the deed above it is difficult to determine with certainty just where the 4/5 of an acre may lie.

(12) That the examination of the land records and records in the Register of Wills office at the Court House in Centreville, Maryland from 1920 to the date of the death of Jacob B. Tolson, in 1949, does not indicate that he ever disposed of this 4/5 acre of marsh tract.

(13) That said Parcel Two acquired first by Jacob B. Tolson and wife, in 1915, then sold by them in 1942 to Gerald W. Harrington and wife, then sold by them to Jacob E. Baxter and Dorothy R. Baxter, his wife, then sold by them in 1961 to Herman A. Thompson and Betty B. Thompson, his wife, has apparently, since 1920 been composed also of the 4/5 Acre of marshland acquired by Jacob B. Tolson in 1920, which 4/5 acre has been inadvertently left out of the conveyances involved or inadequately described therein; title references in said deeds make no mention of the 4/5 Acre of marshland being included in the conveyances.

(14) That Jacob B. Tolson died, testate, in 1949 and left surviving him a widow, Bessie M. Tolson, and two daughters, Hilda Tolson Kelly and Amy Tolson Baxter; that by his Will dated February 23, 1937 and recorded among the Will records of Queen Anne's County in Liber N.S.D. No. 1, folio 533, he "gave and bequeathed" unto his widow. and wife, Bessie M. Tolson, the balance of his estate, both real and personal, after the payment of fifteen hundred dollars each to his said two daughters; that theere was no inventory of real estate filed among the proceedings in the Orphans' Court, Queen Anne's County, in the estate of Jacob B. Tolson thus leaving the inference that at the time of his death he owned, or claimed, no interest in the 4/5 Acre of marsh hereinbefore referred to in this Bill, but that it has been included in the conveyance to Gerald W. Harrington and wife in 1942. A certified copy of the Will of Jacob B. Tolson is filed herewith and marked Complainants' Exhibit "I".

(15) That no action at law or proceeding in equity is pending to enforce or test the validity of the title of the Respondents.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 28th day of March, 1966, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 28th. day of April, 1966, shall give notice to the Defendants who are non-residents of the State of Maryland and the Defendants who are persons who may be proceeded against as non-residents, of the substance and object of the Bill of Complainant and to appear in the Circuit Court for Queen Anne's County on or before the 31st day of May, 1966, 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 Complainants.

CHARLES W. CECIL
Clerk of Court

Filed: March 28, 1966

SUMMONS ISSUED FOR DEFENDANT
Filed April 4, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day

File No. 4759

Docket C.W.C. No. 1,fol 148

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

TO: Bessie M. Tolson, widow
Chester, 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

Herman A. Thompson and Betty B. Thompson, his wife,
Chester, Maryland, and

C. Douglas Sweisford
Barton, Pennsylvania

Issued the 28th. day of March, 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turmer
Lawyers Row, Centreville, Md.
Phone 758-1795
ADDRESS:

CHARLES W. CECIL
Clerk

(Seal of Court)

Seal

NAME: B. Hackett Turner
Lawyers Row, Centreville, Md.
ADDRESS: Phone 758-1795
Clayton C. Carter
Lawyers Row, Centreville, Md.
Phone 758-1680

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.

And on the back of the Summons is the following endorsement, to wit:

Summons served on Bessie M. Tolson, widow and copy of summons and bill to quiet title left with her this 3rd day of April, 1966.

ALEXIS M. BUTLER
Deputy Sheriff

EQUITY SUMMONS FOR DEFENDANTS
Filed April 4, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April Return Day

File No. 4759

Docket C.W.C.#1, fol. 148

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

TO: Joseph Edward Baxter and
Dorothy R. Baxter, his wife,
Chester, Md.

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

Herman A. Thompson and
Betty B. Thompson, his wife,
Chester, Maryland
C. Douglas Sweisford
Barton, Pennsylvania

Issued the 28th. day of March 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF)S)

NAME: Edward Turner
Lawyers Row, Centreville, Md.
ADDRESS: Phone 758-1795

CHARLES W. CECIL
Clerk

(Seal of Court)

Seal

NAME: B. Hackett Turner
Lawyers Row, Centreville, Md.
ADDRESS: Phone 758-1795

NAME: Clayton C. Carter
Lawyers Row, Centreville, Md.
ADDRESS: Phone 758-1680

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.

And on the back is the following endorsement, to wit:

Summons served on Joseph Edward Baxter and Dorothy R. Baxter and bill to quiet title copy of summons and bill qui title left with each of them this 3rd day of April,1966.

ALEXIS M. BUTLER
Deputy Sheriff

PETITION
Filed April 7, 1966

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, Chester, Maryland, C. DOUGLAS SWEISFORD, Barton, Pennsylvania, COMPLAINANTS	IN THE
vs.	CIRCUIT COURT
BESSIE M. TOLSON, Widow, JOSEPH EDWARD BAXTER and DOROTHY R. BAXEER, his wife, Chester, Maryland; ANNA L. HARRINGTON, Widow 204 South Giles Street Bridgeton, New Jersey; THE UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES OF THE FOLLOWING DECEASED PERSONS: GEORGE R. McCREADY and MARY E. McCREADY, JACOB B. TOLSON and GERALD W. HARRINGTON: and all other persons, their heirs, devisees, personal representatives 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, Addresses Unknown, RESPONDENTS.	FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4759

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herman A. Thompson and Betty B. Thonpson, his wife, and C. Doughas Sweisfor, by Edward Turner and B. Hackett Turner and Clayton C. Carter, their Solicitors in the above entitled cause, unto your Honors, respectfully shows:

1. That a Bill to Quiet Title in theabove entitled cause was filed in this Honorable Court on March 28, 1966, being Chancery No. 4759.

2. That an Order of Publication was filed with said Bill, and the same was forwarded to the Queen Anne's County Record-Observer for publication, commencing in the issue of March 31, 1966.

3. That it appears that an Order of Court, under Maryland Rule No. 180 (c) and 105 (e), is required for said publication.

WHEREFORE, YOUR PETITIONERS, pray this Honorable Court to issue an Order directing process of publication against the Defendants nunc pro tunc as of March 28, 1966.

Respectfully submitted:

EDWARD TURNER
Edward Turner, 109 Lawyers Row,
Centreville, Maryland
Telephone: 758-1795

B. HACKETT TURNER
B. Hackett Turner, 109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

CLAYTON C. CARTER
Clayton C. Carter, 111 Lawyers Row
Centreville, Maryland
Telephone: 758-1680

ORDER OF COURT
Filed April 7, 1966

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 7th day of April, nunc pro tunc, March 28, 1966, by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of Court issue an Order of Publication against the Defendants, Pursuant to Rule 105.

THOS. J. KEATING JR.
JUDGE

AFFIDAVIT OF COMPLIANCE WITH
MARYLAND RULES OF PROCEDURE
Filed June 8, 1966

HERMAN A. THOMPSON, ET AL, Chester, Maryland, COMPLAINTS : IN THE CIRCUIT COURT

vs. : FOR

BESSIE M. TOLSON, ET AL, Chester, Maryland, DEFENDANTS. : QUEEN ANNE'S COUNTY

: IN EQUITY

NO. 4759

; ; ; ; ; ; ; ;

AFFIDAVIT OF COMPLIANCE WITH MARYLAND RULES OF PROCEDURE

Now comes, B. Hackett Turner, Jr., one of the attorneys of record for the Complainants in the above entitled cause, this 8th day of June, 1966, and makes oath in due form of law, as follows, to wit:

That in compliance with the provisions of Rule 105E, he did, on June 3, 1966, forward to Mrs. Gerald W. Harrington, at address of 204 South Giles Street, Bridgeton, New Jersey, by Registered mail, return receipt requested, a copy of the Order of Publication published in the Queen Anne's Record-Observer, the same being clipped from said newspaper as appearing therein, a copy of which is attached hereto and made a part hereof and Marked, "Exhibit A"; that in addition thereto this affiant did forward a letter accompanying the same, a copy of which is filed herewith and made a part hereof and marked "Exhibit B"; that in addition thereto, this affiant files herewith his Post Office Receipt No. 282, showing the mailing of said notice, which is filed herewith and made a part hereof and marked "Exhibit C"; that in addition thereto, filed herewith and marked "Exhibit D", is the receipt showing delivery of same to Mrs. Gerald W. Harrington, said receipt being No. 282.

CHARLES W. CECIL
CLERK

Newspaper Copy of Order of Publication marked"COMPLAINANT'S EXHIBIT A" is attached to the aforegoing Affidavit.

EXHIBIT B
Filed June 8, 1966

June 3, 1966

Mrs. Gerald W. Harrington
204 South Giles Street
Bridgeton, New Jersey

Dear Mrs. Harrington:

Enclosed herewith is an Order of Publication in the suit of Herman A. Thompson, et al, vs Bessie M. Tolson, et al, being Cause No. 4759, now pending in the Circuit Court for Queen Anne's County, in Equity. The Order of Publication is self-explanatory.

However, if there are any questions,please let us hear from you.

VEry truly yours,

TURNER & TURNER

BY_____
B. Hackett Turner, Jr.

BHT/B
Enclosure:
Order of Publication

EXHIBIT C
Filed June 8, 1966

REGISTERED NO. 282

Value $NOM.
Fee $75 Ret.receipt fee $10
Postage $05

From TURNER & TURNER

Centreville, Md.

To Mrs. Gerald W. Harrington

204 S. Giles St. Bridgeton, N. J.

CENTREVILLE
JUN
3
1966
MD.

EXHIBIT D.
Filed June 8, 1966

RECEIPT

Received the numbered article described below.

Registered No. 282

Signature or name of addressee
Mrs. Gerald Harrington

Addressee's Signature or Agent
Alice Harrington

Date Delivered
6/4/66

Name of Sender TURNER & TURNER
Centreville, Maryland 21617

Postmark of
Delivering Office Bridgeton, N J June 4, 1966 A M

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION
Filed June 28, 1966

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

No. 4759

Herman A. Thompson and
Betty B. Thompson, his wife
Chester, Maryland
C. Douglas Sweisford
Barto, Pennsylvania
COMPLAINANTS

vs.

Bessie M. Tolson, widow
Joseph Edward Baxter and
Dorothy R. Baxter, his wife
Chester, Maryland
Anna L. Harrington, widow
204 South Giles Street
Bridgeton, New Jersey

The unknown Heirs, Devisees or Personal Representatives of the following deceased persons: George R. McCready and Mary E. McCready, Jacob B. Tolson, Gerald W. Harrington; and all other persons, their heirs, devisees, personal representatives and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumberance on the real estate mentioned in these proceedings.
Addresses Unknown
RESPONDENTS

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, be made the abolute owners of the land herein after described with the perfect right of absolute disposition of the same as against the Respondents and for an absolute and permanent injunction against anu of the Repsondents to claiming any interest in said land.

The Bill recites that--

(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 your Complainants by virtue of two conveyances did acquire title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

PARCEL ONE

By deed dated August 25, 1961 from Howard D. Chance and Minnie E. Chance, his wife, to Herman A. Thompson and Betty B. Thompson, his wife, said deed recorded in land liber Queen Anne's County, Maryland, T.S.P. No. 62, folio 108, the following parcel of land: All that lot, parcel and tract of land improved by frame buildings, outbuildings and shanties called or known as "The Oyster House Property of Arthur S. Nash", situate, lying and being at Kent Island Narrows or body of water leading toward to Chester River and adjoining the land and property on one side of, or formerly of, Jacob B. Tolson and adjoining on another side the land and property of, or formerly

of, John R. Coursey, said property being more particularly described as follows: Beginning for the said lot of land at the northwest corner of the lot of Jacob B. Tolson and extending from a ditch south 105 feet; thence east 210 feet; thence north 10t feet; thence west 210 feet to the beginning, containing about one-half (1/2) acre of land, more or less.

PARCEL TWO

By deed dated September 8, 1961 and recorded in land liber Queen Anne's County T.S.P. No. 62, folio 264, from Joseph Edward Baxter and Dorothy R. Baxter his wife, to Herman A. Thompson, his wife, the following described parcel of land: All that lot or parcel of land improved by frame buildings and outbuildings formerly called or known as the "Jacob Tolson Oyster Shucking Property", situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Kent Narrows and on the north side of, but not binding on the Queenstown-Kent Island State Road, bounded on the north by the land called the "Nash Brothers Shucking House Property", owned how by Herman A. Thompson and Betty B. Thompson, his wife, bounded on the east by the land of, or formerly of, Elmer Golt; bounded on the south by the land of Carroll Baxter and bounded on the west by the Waters which flow through Kent Narrows and containing 1/2 acre of land, more or less; certified copies of said deeds filed herewith and referred to respectively as Complaintnts" Exhibit "A" and "B".

(3) That the Complainants, Herman A. Thompson and Betty B. Thompson, his wife, have been in possession of said parcel or gracts, of land continuously since August 25, 1961; 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 Complainant.

(4) That your Complainants, Herman A. Thompson and Betty B. Thompson, were advised by Clayton C. Carter, Esquire, Attorney for C. Douglas Sweisford, contract purchaser of the two properties herein mentioned and described that it appeared from a title examination that said complainants Thompsons had been in possession of and were occupying and using more land than they had acquired under their deed from Joseph Edward Baxter and Dorothy R. Baxter, his wife, an executed copy of said contract being attached and marked Complainants' Exhibit "C".

(5) That Complainants' deed from said Joseph Edward Baxter and Dorothy R. Baxter, his wife, describes the tract therein conveyed as containing one-half acre, more or less; said description in general terms, also describes said tract as being bounded on the South by land of W. Carroll Baxter; if said tract contains one-half acre, more or less, its dimensions are approximately 105x210 feet, however, if said lot extends to the W. Carroll Baxter property on the south then it extends more than 105 feet along Kent Narrows.

(6) That said Parcel Two, as now held by Herman A. Thompson and Betty B. Thompson, his wife, as acquired by Joseph Edward Baxter and Dorothy R. Baxter his wife, from Gerald W. Harrington and Anna L. Harrington, his wife, by deed dated April 8, 1949, and recorded in land liber Queen annes county N.B.W. No. 3, folio 95, a certified copy of said deed being filed herewith and marked Complainants' Exhibit "D"; that said Gerald W. Harrington and Anna L. Harrington, his wife, acquired said property from Jacob B. Tolson and Bessie M. Tolson, his wife, by deed dated April 21, 1942, and recorded in land liber Queen Anne's County, A.S.G.,Jr. No. 6, folio 73, a certified copy of said deed being filed herewith and marked Complainants' Exhibit "E" that said Jacob B. Tolson and Bessie M. Tolson, his wife, acquired said property from Rev. George R. McCready and Mary E. McCready, his wife, by deed dated July 27, 1915, and recorded in land liber W.F.W. No. 7, folio 375, a certified copy of said deed filed herewith and marked Complainants' Exhibit "F".

(7) That said Complainants, Herman A. Thompson and Betty B. Thompson, his wife, and their predecessors in title, George R. McCready and Mary E. McCready his wife, Jacob B. Tolson and Bessie M. Tolson, his wife, and Gerald W. Harrington and Anna L. Harrington, his wife, and Joseph E. Baxter and Dorothy R. Baxter, his wife, are, and have been in possession of said Parcel Two since 1915; and that such possession is and has been actual, open, notorious, exclusive, hostile, and under claim of ownership continuously from said time to date of filing this Bill of Complaint.

(8) That on or about August 6, 1965, Shew and Bartlett, Engineers, No. 1676, surveyed the land acquired by Herman A. Thompson and Betty B. Thompson by the two deeds herein referred to, and that at that time attention was called to the fact that the Jacob B. Tolson tract, Parcel Two , said to contain 1/2 Acre, more or less, was actually of greater size and area and extended some 40 feet to the land of the Maryland Seafood Cooperative Association, Inc. (formerly of W. Carroll Baxter), and the remnants of an old fence as will be seen by reference to the plat and said survey description of the parcels or tracts of land included in said Contract of Sale; which survey included 4/5 Acre, more or less, of marshland that since 1920 has been a part of the Joseph E. Baxter Parcel Two and described in said survey, as follows:

All those two lots or parcels of land (including a 4/5 acre of marshland) described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds courses and distances; to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Ellwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06-25W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Seafood Cooperative Association, Inc; thence running by and with the North line of land of the said Maryland Seafood Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301,and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten min-

utes West (N 88-10 W) one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10 W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15-08 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seventy five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwoood Thompson and running through and over the aforesaid iron pipe, South eight three degrees and thirty five minutes East (S 83-35 E), two hundred fifty two and eleven one-hundredths (252.11) feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eight one-thousandth (1.538) Acres.

Also, all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U.S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the Noeth line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88-10 W) of, and one hundred fifty one and thirty five one hundredths (151.35) feet from an iron pipe, at the Northeast corner of land of the said Maryland Seafood Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Seafood Cooperative Association, Inc., and land of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44) one hundred seventy nine and eighty five one-hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows; thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44 W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fifteen and seventeen one-hundredths (15-17) feet to a post, the place of beginning - CONTAINING sixty two one-thousandth (0.062) Acre.

Being all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108.

Being all the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R. Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County; included is a tract 4/5 of an acre, more or less, conveyed by Mary C. E. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6, folio 74.

A copy of said Certificate of Survey and plat filed herewith and marked Complainants' Exhibit "G".

(9) That the examination of title to Parcel Two, of Herman A. Thompson and Betty B. Thompson, (George R. McCready, Jacob B. Tolson, Gerald Harrington, formerly the Joseph E. Baxter tract) further reveals that this parcel was acquired by Jacob B. Tolson from Rev. George McCready and Mary E. McCready, his wife, by deed dated July 2, 1915, and recorded in land liber, Queen Anne's County, W.F.W. No. 7, folio 375, at which time, in said deed, this tract was described as follows, to wit:

One half acre, more or less, in the Fifth Election District of Queen Anne's County, Maryland, on the left side of the public road from Ferry Bridge to Well Hill, beginning at water's edge at a boundary of the Nash Oysterhouse, running south along water edge 105 feet to a boundary over easterly course 200 feet, and northerly course to a boundary 105 feet to Roth Nash and a westerly course to place of beginning at water edge 210 feet at the ferry; a certified copy of said deed filed herewith and marked Complainants' Exhibit "F".

(10) That the examination of the title to this tract Parcel Two, that is, further reveals that in 1920 Jacob B. Tolson acquired a tract of marshland, 4/5 of an acre in size, apparently adjoining said Parcel Two from Mary C. E. McCready, said deed recorded in land liber Queen Anne's County, J.F.R. No. 6, folio 74, and describing said land as follows, to wit:

A portion of marshland at or near Kent Island Narrows beginning for same on the north side of the public main road leading from said Narrows and on the east side of the old mill race leading through the marsh and thence parallel with said mill race in a northerly direction 242 feet till it meets the land formerly purchased by said Jacob B. Tilson from the aforesaid Mary E. C. McCready, thence easterly parallel with the land of Jacob B. Tolson to a stake boundary 210 feet thence southerly till it meets said public main road to a telephone support pole 200 feet, thence westerly with said public road 105 feet to the beginning containing within metes and bounds 4/5 of an acre.

A certified copy of said deed filed herewith and marked Complainants' Exhibit "H".

(11) That this 4/5 of an acre of marshland apparently adjoing said Parcel Two on the east side, however, from the description in the deed above it is difficult to determine with certainly just where the 4/5 of an acre may lie.

(12) That the examination of the land records and records in the Register of Wills office at the Court House in Centreville, Maryland from 1920 to the date of the death of Jacob B. Tolson, in 1949, does not indicate that he ever disposed

of this 4/5 acre of marsh tract.

(13) That said Parcel Two acquired first by Jacob B. Tolson and wife, in 1915, then sold by them in 1942 to Gerald W. Harrington and wife, then sold by them to Jacob E. Baxter and Dorothy R. Baxter, his wife,, then sold by them in 1961 to Herman A. Thompson and Betty B. Thompson, his wife, has apparently, since 1920 been composed also of the 4/5 Acre of marshland acquired by Jacob B. Tolson in 1920, which 4/5 acre had been inadvertently left out of the conveyances involved or inadequately described therein; title references in said deeds make no mention of the 4/5 Acre of marshland being included in the conveyances.

(14) That Jacob B. Tolson died, testate, in 1949 and left surviving him a widow, Bessie M. Tolson, and two daughters, Hilda Tolson Kelly and Amy Tolson Baxter; that by his Will dated February 23, 1937 and recorded among the Will records of Queen Anne's County in Liber N.S.D. No. 1, folio 533, he "gave and bequeathed" unto his widow and wife, Bissie M. Tolson, the balance of his estate, both real and personal, after the payment of fifteen hundred dollars each to his said two dauthters; that there was no inventory of real estate filed among the proceedings in the Orphans' Court, Queen Anne's County, in the estate of Jacob B. Tolson, thus leaving the inference that at the time of his death he owned, or claimed, no interest in the 4/5 Acre of marsh hereinbefore referred to in this Bill, but that it had been included in the conveyance to Gerald W. Harrington and wife in 1942. A certified copy of the Will of Jacob B. Tolson is filed herewith and marked Complainants' Exhibit "I".

(15) That no action at law or proceeding in equity is pending to enforce or test the validity of the title of the Respondents.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 28th day of March, 1966, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 28th day of April, 1966, shall give notice of the Defendants who are non-residents of the State of Maryland and the Defendants who are persons who may be proceeded against as non-residents, of the substance and object to the Bill of Complaint and to appear in the Circuit Court for Queen Anne's County on or before the 31st day of May, 1966, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwidw a decree pro confesso and/or final decree may be entered for the releif demanded by the Complainants.

CHARLES W. CECIL
Clerk of Court

Filed: March 28, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S
RECORD-OBSERVER

Centreville, Md., JUNE 28, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER OF PUBLICATION #4759 in the case of THOMPSON, ET AL., VS TOLSON, ETAL 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 28 day of April, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31 day of March, 1966, and the last insertion on the 21 day of April, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

PETITION FOR DECREE PRO CONFESSO
Filed June 28, 1966

HERMAN A. THOMPSON and BETTY B. THOMBSON, his wife Chester, Maryland C. DOUGLAS SWEISFORD Barto, Pennsylvania COMPLAINANTS	:	IN THE CIRCUIT COURT FOR
VS.	:	
BESSIE M. TOLSON, widow, et al Chester, Maryland RESPONDENTS	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 4759

: : : : : : : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward Turner, B. Hackett Turner, and Clayton C. Carter, Attorneys for Complainants, respectfully represents:

(1) That the defendants, Bessie M. Tolson, Joseph Edward Baxter and Dorothy R. Baxter, his wife, and Anna L. Harrington , (widow of Gerald W. Har-

rington, sometimes known as Mrs. Gerald W. Harrington) in the avove-entitled Cause have been duly returned summoned but have failed to appear and answer this suit; and that the unknown heirs, devisees or personal representatives of the following deceased persons: George R. McCready and Mary E. McCready, Jacob B. Tolson, Gerald W. Harrington, and all other persons, their heirs, devisees, personal representatives and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encombrance on the real estate mentioned in these proceedings, have been duly served, summoned 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 said Order of Publication to the Defendants to answer and defend in this Cause has since passed, the Defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings 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 the Defendants hereinabove named and their heirs, devisees and personal representatives and all other persons, their heirs, devisees and personal representatives who could claim any interest in the real estate mentioned in these proceedings, or who could claim a lien or encumbrance on the real estate mentioned in these proceedings.

(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 cause may require.

AND AS IN DUTY BOUND, etc.

TURNER & TURNER

BY B. HACKETT TURNER
109 Lawyers Row
Centreville, Md.
Phone: 758-1795

CLAYTON C. CARTER
Clayton C. Carter
111 Lawyers Row
Centreville, Md.
Phone: 758-1680
SOLICITORS FOR COMPLAINANTS

ORDER OF COURT
Filed June 30, 1966

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife Chester, Maryland C. DOUGLAS SWEISFORD Barto, Pennsylvania COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
VS.	:	
BESSIE M. TOLSON, widow, et al Chester, Maryland RESPONDENTS	:	NO. 4759

ORDER OF COURT

That the aforegoing Petition having been read and considered, and it appearing that the Defendants Bessie M. Tolson, Joseph Edward Baxter and Dorothy R. Baxter, his wife, and Anna L. Harrington (widow of Gerald W. Harrington, who is sometimes known as Mrs. Gerald W. Harrington), and the unknown heirs, devisees or personal representatives of the following deceased persons: George R. McCready and Mary E. McCready , Jacob B. Tolson, Gerald W. Harrington, and other persons, their heirs, devisees and personal representatives 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 mentioed in these proceedings, having been duly summoned and failed to appear, either in person or by Solicitor to the Bill of Complaint filed herein.

IT IS THEREUPON, this 30th day of June, 1966, by the Circuit Court for Queen Anne's County, in Equity, and the authority thereof, ADJUDGED, ORDERED AND DECREED that the Complainants are entitled to relief in the premises and that the Bill of Complaint, be, and the same is hereby taken Pro Confesso against the Defend=

ants, Bessie M. Tolson, Joseph Edward Baxter and Dorothy R. Baxter, his wife, and Anna L. Harrington (widow of Gerald W. Harrington who is sometimes known as Mrs. Gerald W. Harrington) and the unknown heirs, devisees or personal representatives of the following deceased persons: George R. McCready and Mary E. McCready, Jacob B. Tolson, Gerald W. Harrintton and all other persons, their heirs, devisees, personal representatives 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, but because it does not certainly appear to what relief the Petitioners are entitled, IT IS FURTHER ORDERED AND ADJUDGED that leave be granted to the Petitioners to take testimony berore one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

THOS J KEATING JR.
JUDGE

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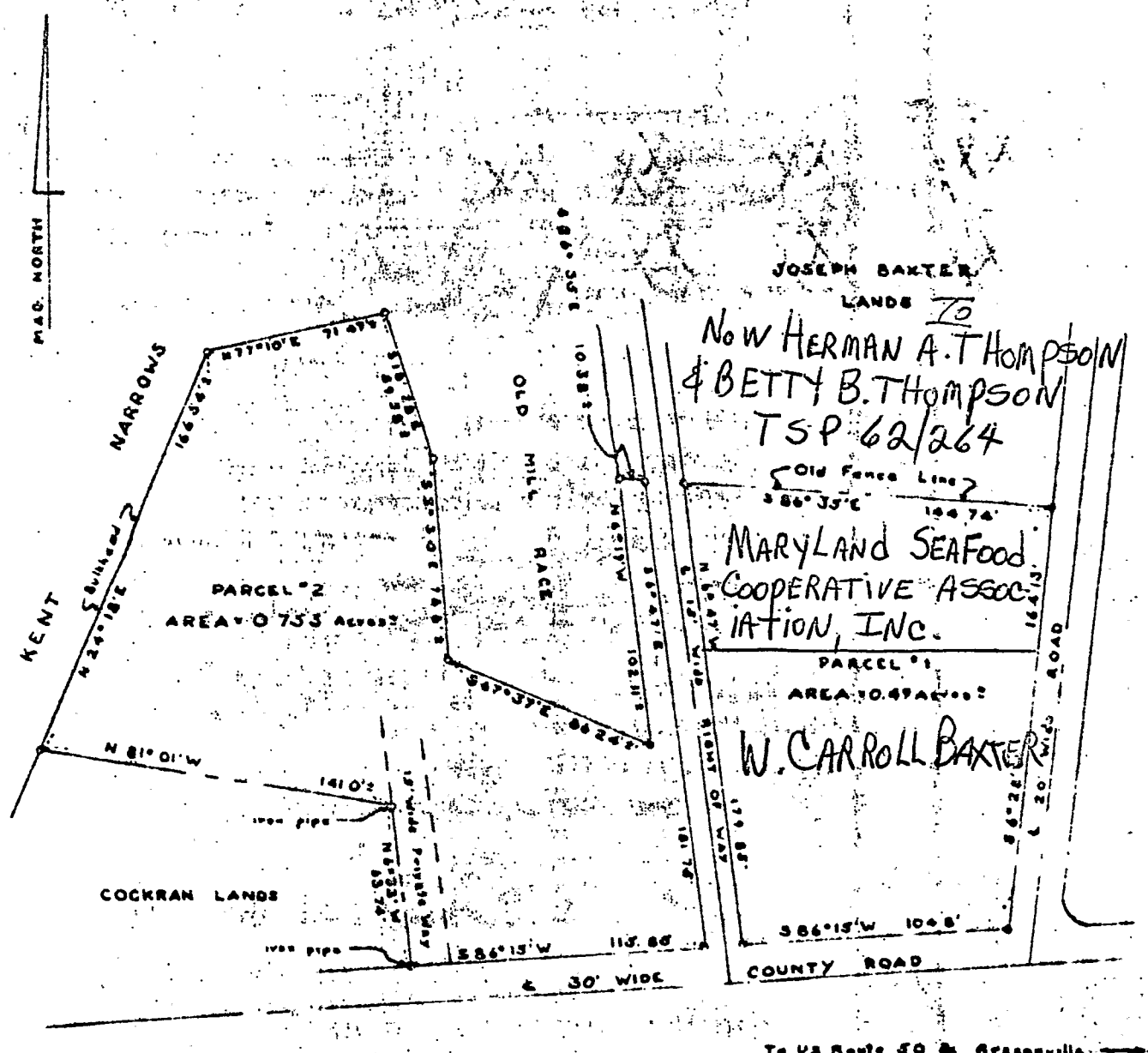


All property lines shown are water lines, road lines and/or fence lines

Scale 1" = 60'	PLAT OF SURVEY OF LANDS	J. R. McCRONE Jr., Inc.
Date 1/4/56	IN THE 5th ELECTION DISTRICT QUEEN ANNE'S COUNTY, MD.	Registered Professional Engineers and Surveyors
	FOR CARROLL BAXTER	Annapolis, Md.

Exhibit #10
Filed Oct. 20, 1964

TESTIMONY
Filed Oct. 20, 1966

HERMAN A. THOMPSON,
et al.

vs.

BESSIE M. TOLSON,
et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4759

The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, in Equity, at the request of B. Hackett Turner, Jr., one of the Solicitors for the Plaintiffs, did, at his office on Lawyers Low in Centreville, Maryland, and after swearing the witnesses and the stenographer, Betty M. Comegys, proceed to take the following depositions; on the dates and the times as follows:

Howard Chance, 8/25/66 10:30 to 11:00 a.m.

Carroll Baxter, 8/25/66 1:30 to 2:00 P.m.

Clayton C. Carter and Herman Thompson, Jr., 9/8/66 7:30 to 9:30 p.m.

Joseph Baxter, 9/15/66 8:00 to 8:45 p.m.

Russell C. Shew, 9/20/66 3:15 to 4:00 p.m.

for a total of 4 hours and 30 minutes in the taking of said testimony.

VACHEL A. DOWNES, JR.
Examiner

The first witness, having been duly sworn, did depose and say:

Questions by Mr. Turner:

Q: State your name and address.

A: Howard Chance, Chester, Maryland.

Q: What is your occupation?

A: I am a retired oyster packer and I have lived on Kent Island all my life and been a packer at Kent Island Narrows most all of my life.

Q: Are you familiar with the area of Queen Anne's County known as the Narrows and the properties thereon?

A: Yes, I have been familiar with them for at least 50 years.

Q: Did you yourself own an oyster packing plant at Kent Island Narrows?

A: Yes sir.

Q: I show you a deed and ask you if yourare familiar with the property described in that deed?

A: I certainly am because that is the property which I sold to Herman Thompson in 1961/ This property adjoins the property of or formerly of John R. Coursey on the North, which property is now owned by Mr. Ellwood Thompson.

Mr. Turner: I offer this deed into evidence and ask that it be marked Examiner's Exhibit No. 1.

Q: Do you know or do you have any information as to the boundary line of the property formerly owned by you, now owned by Herman Thompson, and the property formerly of John R. Coursey, now of Ellwood Thompson?

A: Yes, I do know the boundary line. The property which I owned and sold to Herman Thompson in 1961 has an oyster house on it which was built by the Nash family many years ago. As a matter of fact, it was the first oyster house at Kent Island Narrows. The oyster house when I purchased it and as it still stands if for the most part just as it was when the Nashs built it. It has had some additions to it. When I purchased the property,,Mr. John Coursey told me that my boundary line adjoining his property, now owned by Ellwood Thompson, was at the end of a bulk head which he had constructed in front of his property to my boundary line. So that was always considered by me and by Mr. Coursey and to my knowledge by everyone in that area as the boundary line between those two properties. I was there when Mr. Coursey rebuilt that bulk head in about 1958 and he was rebuilding it just as it had been for many years before.

Q: Are the shanties on the John R. Coursey property, now owned by Ellwood Thompson, s still in the same location?

A: Still in the same location as they were many years age. As I recall, the shanties on the Coursey property were supposed to be built just about on the line. It was my understanding and also from what Mr. Coursey had told me that the continuation bulk head turned eastward on the line to the old Narrows road. That was the boundary line between the two properties on that side.

Q: Mr. Chance, I hand you a plat and ask you to identify it.

Mr. Turner: I offer this plat into evidence and ask that it be marked Examiner's Exhibit No. 7.

Q: How do you account for the fact hat the survey shows a longer line between the Ellwood Thompson property and the Herman Thompson property that when you owned it, Mr. Chance?

A: My explanation for that is the fact that the road has been changed and moved further toward Grasonville and also bulk heads have been built along Kent Island Narrows and filled in with shalls, which I feel accounts for the longer line on the Herman Thompson property which I formerly owned.

Q: Who owned the adjoining properties when you owned this property, Mr. Chance?

A: Young Gerald Harrington owned it when I bought it and then Joseph Baxter bought it from him. That was on the South side. On the west was Kent Island Narrows and on the east side was the road.

Q: Are you familiar with the boundaries of the property owned by Joseph Baxter, formerly owned by Gerald Harrington and before him owned by Jacob Tolson, who acquired this property in about 1920?

A: Yes, I am familiar with that property.

Q: Can you state whether or not the quanitity of land and area of that property is the same as it was or has been for may years?

A: To my knowledge nothing has been changed exeept the road has been moved back toward Grasonville and the lot was built up by bulk heading and filling in with shells along the Kent Island Narrows side. So although the old descriptions may call for one-half acre, the survey shows as I understand it that there was more land in the Baxter - Harrington - Tolson part of Herman's property than the deeds call for. There was also more land in the property I sold to Herman Thompson than the deed called for.

Q: Did anyone ever dispute or claim any right or interest in the property you owned or to your knowledge did they ever claim or dispute the title or the boundarys to the property which you owned and sold to Herman Thompson?

A: I don't think it was ever disputed.

Q: To your knowledge was the boundary or title to the property which Herman Thompson purchased from Joseph Baxter and which former owners included Gerald Harrington and Jacob Tolson, all of whom you knew, ever disputed?

A: Never and that part of Herman Thompson's property contains the same land as it has always contained and the part which Herman Thompson purchased from Joseph Baxter adjoins on its South side the property of Maryland Seafood Coop, which property as I recall has formerly belonged to Carroll Baxter, all of which is shown on that Examiner's Exhibit No. 7.

Q: Did you ever hear in the community of onyone ever asserting any claim to this property?

A: No, I haven't.

Q: Did you and the other owners before you, to your knowledge, hold this property to the exclusion of all others?

A: Yes.

The second witness having been duly sworn, did depose and say:

Questions by Mr. Turner:

Q: State your name and address.

A: W. Carroll Baxter and my address is now Chestertown, Maryland, as I own a farm up there.

Q: What is your occupation?

A: Oyster packer and farmer.

Q: How long have you been an oyster packer?

A: 35 or 40 years.

Q: Are you familiar with the area of Queen Anne's County known as Kent Island Narrows?

A: Yes.

Q: How long have you been familiar with that area?

A: All my life. I was raised right there at the Narrows.

Q: Have you ever owned any property at the Narrows?

A: Yes.

Q: Would you please tell us the location of that property in relation to Kent Island Narrows?

A: I owned a store on Kent Island Narrows. I also owned where Seward's Marina is on Kent Island Narrows and I owned the property where Maryland Seafood Cooperative is now.

Q: I hand you a plat and ask you to identify it.

A: This is a plat Ex. Exh. 7 of property at Kent Island Narrows and it shows property now owned by Maryland Seafood Cooperative, which I formerly owned and also property which is now owned by Herman Thompson, which includes this old Nash oyster house property and the Jacob B. Tolson oyster house property. From what I can observe the area included in this survey includes the property that has comprised those properties for a good many years. The Nash property has been in that family since approximately 1905 when it was purchased from the McCreadys and Mr. Nash built the first oyster house in the Narrows on that spot. That oyster house is the one now owned and occupied by Herman Thompson. I also am familiar with the fact that the boundary line between that property, that is the former Nash property, and the John Coursey property, now owned by Elwood Thompson, is at the end of the bulk head out in the water between the two properties. I had understood that John Coursey replaced the old bulk head that was there and had always said that that was the line between the two properties. As a matter of fact he told me that and that bulk head is still there. It also was my understanding that the Joseph Baxter property, which had formerly belonged to Gerald Harrington and Mr. Jake Tolson, is just as it was. That is, it comprises the same area as it did when Mr. Tolson owned it when Mr. Harrington owned it and when Mr. Baxter owned it; also the 15 foot wide r/w shown on plat has been there over 20 years.

Q: In the deed from Joseph Edward Baxter to Herman Thompson, the land therein is described as containing one-half acre, more or less. The description in general terms also describes the tract as being bounded on the South by the land of W. Carroll Baxter. Is that correct?

A: It is, however, if the tract contains one-half acre its diminsions are 105 by 210 as called for in the deed, but if the lot extends to my property on the South, it extends more than 105 feet along Kent Island Narrows.

Q: In Examiner's Exhibit No. 7, the map of Herman and Betty Thompson land, it indicates 1.538 acres, which is more land than was contained in the two deeds, that is the one from Howard Chance and wife and the one from Joseph Baxter and wife to Herman A. and Betty B. Thompson. Can you tell us why in your opinion this area as shown in the survey is greater?

A: It appears that a part of the property which had been formerly owned by Mr. Jacob Tolson eontained a four-fifths of an acre parcel of marsh land adjoining my property, now owned by Maryland Seafood Cooperative and shown on Examiner's Exhibit No. 7. This area of marsh land has apparently since 1920 been a part of the property now owned by Herman A. Thompson and which he purchased from Joseph Baxter. It also seems that the eastern boundary line of this property has moved out toward Grasonville because the road on that side has been chanced and also the part of the lots on Kent Island Narrows have been bulk headed and filled in and therefore both of these lots are of larger area than they were originally. But to my knowledge nothing has eger been sold off of them and I have lived there all my life.

Q: I show you this map and ask you to tell me what it is?

A: This is the plat made by J. R. McCrone, Jr., Inc.,registered surveyors, dated January 6, 1956, being a plat of lands in the Fifth District for Carroll Baxter. I am familiar with this property because I owned a piece right next to it for at least 15 years, which is now owned by Maryland Seafood Cooperative and this property was right next to and adjoining the property now owned by Herman A. Thompson so I am very familiary with this property. The lines from my examination of the plat hereinbefore referred to, I would say that the property which Mr. Thompson owns at Kent Island Narrows and as surveyed in aforesaid plat has the same description and contains the same area as it has for well over 20 years.

Mr. Turner: I offer this plat into evidence and ask that it be marked Examiner's Exhibit No. 10.

Q: I hand you a deed and ask you to recognize it?

A: This is the deed from Mary C. E. McCready, dated 15th day of Blank 1920 and recorded in land liber J.F.R. No. 6, folio 74. This deed describes a four-fifths of an acre tract of marsh land which adjoined Mr. Tolson's other property, all of which I was familiar with and to my knowledge Mr. Tolson never sold this during his lifetime and it is now a part of the property which Herman A. Thompson and his wife own. The boundary line as shown by the old fence between the Maryland Seafood Cooperative property and the Herman A. Thompson property is the same as it has been for many, many years and as far as I can remember.

Q: Have you ever heard of any dispute as to the boundary or title to either pieces of this property now owned by Herman A. Thompson and his wife?

A: No.

Mr. Turner: I offer into evidence this deed from Mary C. E. McCready to Jacob B. Tolson and wife, and I ask that it be marked Examiner's Exhibit No. 8.

The Third witness, having been duly sworn, did depose and say:

Questions by Mr. Turner:

Q: State your name and address.

A: Clayton C. Carter, 111 Lawyers Row, Centreville, Maryland.

Q: What is your occupation?

A: Attorney-at-law.

Q: Are you familiar with the area of Queen Anne's County known as the Narrows?

A: Somewhat.

Q: I hand you two deeds and ask you to identify them?

A: This is a deed dated August 25, 1961,from Howard D. Chance and wife to Herman A. Thompson and Betty B. Thompson, which was filed as Complainant's Exhibit A with the Bill of Complaint and this is a deed for one of the lots of the plaintiffs, Herman A. Thompson and Betty B. Tolson, his wife, refereed to as the Nash property or the "Oyster house property of Arthur S. Nash". The second deed is dated September 8, 1961, from Joseph Edward Baxter and Dorothy R. Baxter to Herman A. Thompson and Betty B. Thompson and this is referred to as the "Jacob B. Tolson oyster shucking property" and this is for the lot to the south of the "Nash Property".

Mr. Turner: I offer into evidence this deed from Joseph Edward Baxter and wife to Herman A. Thompson and wife and ask that it be marked Examiner's Exhibit No. 2; Complainant's Exhibit A has been previously introduced as Examiner's Exhibit No. 1.

Q: I hand you this paper, Mr. Carter, and ask you to identify it.

A: This is the Contract of Sale between Herman A. Thompson and Betty B. Thompson and C. Douglas Sweisford including an addendum for the lands at the Kent Narrows as shown by a survey of Shew and Bartlett of August 24, 1965.

Mr. Turner: I offer into evidence this Contract of Sale and ask that it be marked Examiner's Exhibit No. 3.

Q: Mr. Carter, whom do you represent in this transaction?

A: I represent the buyer, C. Douglas Sweisfor.

Q: Mr. Carter, did you examine the title to this property?

A: I did and that title examination extended back for a period of more than 60 years.

Q: Would you tell us the results of your examination of the title?

A: I found that the late Mary C. E. McCready acquired in 1884 a large acreage of land on both side of the public highway which is now bisected by U. S. Routes 50 and 301 at the Kent Narrows in the Fifth Election District on the east side of the Kent Narrows. On July 2 , 1915, Mary C. E. McCready and her husband deeded to Jacob B. Tolson a lot of land bofdering on the north the "nash property" which I have hereto referred to. This deed was recorded in Liber W.F.W. No. 7, folio 375, a certified vopy of which has been filed in this proceeding as Complainant's Exhibit F, and I so identify it.

Mr. Turner: I offer into evidence this deed and ask that it be marked Examiner's Exhibit No. 6.

Mr. Carter continuing: I further found that on April 21, 1942, Jacob B. Tolson and wife conveyed the same lot to Gerald W. and Anne Lee Harrington, which was recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 6, folio 73. A certified copy of this deed has been filed as Complainant's Exhibit E with the Bill of Complaint and I so identify it.

Mr. Turner: I offer into evidence this deed and ask that it bemarked Examiner's Exhibit No. 5.

Mr. Carter continuing: I further found that on April 8, 1949, Gerald W. Harrington and wife deeded this same lot to Joseph Edward Baxter and Dorothy R. Baxter, his wife, which was recorded in Liber N.B.W. No. 3, folio 95, a certified copy of which is filed in this proceedings as Complainant's Exhibit D, which I now identify.

Mr. Turner: I offer into evidence this deed and ask that it be marked Examiner's Exhibit No. 4.

Mr. Carter continuing: I further found that Joseph Edward Baxter and wife conveyed by the same description, this same lot by deed of September 8, 1961, which I have previously identified as Complainant's Exhibit B and Examiner's Exhibit No. 2. I further found that the description stated in the deed from Jacob B. Tolson in 1942 to Gerald W. Harrington and wife was exactly the same as in the deed from Mary C. E. McCready to Joseph B. Baxter in that the lines were not specified by distances and it was described by bounds, the South bound of which was stated to be by the land of W. Carroll Baxter, which land I further found was conveyed by him later to Maryland Seafood Cooperative Association, Inc. and was recently acquired by the said C. Douglas Sweisford. The boundary line between the lot which Mr. Thompson acquired from Baxter is the same line shown on the plat which I now hand you found in Liber T.S.P. No. 31, folio 348, made by J. R. McCrone, Jr., Inc., dated January 6, 1956. This boundary line is shown thereon as an old fence line with a course of South 86 degrees 35 minutes East, 144.74 feet. This plat has already been introduced as Examiner's Exhibit No. 10. I

further found that Jacob B. Tolson acquired another parcel from Mary C. E. McCready by deed dated June 15, 1920, and recorded among the same land records in Liber J.F.R. No. 6, folio 74, which has been filed as Complainant's Exhibit H in this proceeding and which I now identify.

Mr. Turner: I offer this deed into evidence and ask that it be marked Examiner's Exhibit No. 8.

Mr. Carter continuing: I believe from the description appearing in this deed and by reference to Examiner's Exhibit No. 10, that this parcel adjoined the first parcel which Mr. Jacob Tolson acquired from Mary C.E. McCready in 1915 to which I have previously referred. My examination of the title further revealed that Mr. Tolson never conveyed the second lot which he acquired from Mary C. E. McCready and last referred to supposed to contain four-fifths of an acre of marsh land. He died sometime in the year 1949 leaving a last will and testament dated February 23, 1937, which was admitted to probate by the Orphans' Court of Queen Anne's County on January 11, ,1949, and recorded among its will records in Liber N.S.D. No. 1, folio 533, a certified copy of which has been filed in this proceeding as Complainant's Exhibit I which I hereby identify.

Mr. Turner: I offer this will into evidence and ask that it be marked Examiner's Exhibit No. 9.

Mr. Carter continuing: Letters testamentary thereon were granted by the Orphans' Court to his wife, Bessie M. Tolson, and Administration was had on his estate. However, no inventory of real estate was filed in this administration of the second parcel which he acquired from Mrs. McCready and never conveyed that Mary McCready by deed dated April 26, 1917, recorded in Liber W.F.W. No. 10, folio 314, of Queen Anne's County, conveyed to R. E. and A. S. Nash, trading as R. E. Nash and Brother, the same lot on Kent Narrows and by the same description appearing in Examiner's Exhibit No. 1. By inheritance and mesne conveyances, this same lot by the same description was conveyed unto the plaintiffs, Herman A. Thompson and wife, by deed from Howard D. Chance and wife, entered as Examiner's Exhibit No. 1 in this case. In representing Mr. Sweisford, after completing the title examination, I mailed photo copies of Complainant's Exhibits A and B and Examiner's Exhibit No. 10 to Mr. Russell C. Shew, a registered surveyor, and asked him to make a modern survey of the lands of Mr. and Mrs. Herman A. Thompson, which Mr. Sweisford believed he was acquiring under the Contract of Sale previously referred to. It was after that time that I learned that the lot which Mr. and Mrs.Thompson believed thty were selling to Mr. Sweisford had a larger area and a greater frontage on the Kent Narrows waters than called for in the deeds from Mary McCready to the Nash Brothers and Jacob Tolson. For that reason, I advised Mr. Sweisford not to take title under the Contract of Sale until this proceeding had been brought and successfully concluded in favor of the plaintiffs. I have been of the opinion that the increase of the size of the lot was due to fact that the second lot acquired by Jacob Tolson was included within these bounds but had been inadvertently omitted by title reference in the deed from Jacob Tolson and wife to Gerald W. Harrington and wife. This opinion was further strengthened by the fact that the last mentioned deed showed the south boundary to be the line of W. Carroll Baxter. From my examination of the title, it would appear that Gerald W. Harrington and wife could have entered into and possessed all of the "Jacob B. Tolson lands" under color of title from April 21, 1942. The plat and survey made by Shew and Bartlett, which I previously referred to has been filed in this proceeding as Complainant's Exhibit G and in this testimony as Examiner's Exhibit No. 7, which I identify.

The fourth witness, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: Please state your name, age and address.

A: Herman A. Thompson, I as 40 years old, my address is Grasonville, Maryland.

Q: Is there any other pending or prior litigation between you and the other parties to this cause?

A: No.

Questions by Mr. Turner:

Q: Mr. Thompson, I hand you two deeds and ask you to identify them.

A: These are the deeds to my property, one piece of which I purchased from Howard D. Chance and wife and the other I purchased from Joseph E. Baxter and wife. These are marked Examiner's Exhibits Nos. 1 and 2.

Q: Now how long have you been in possession of the land described in these deeds?

A: I purchased the lot from Joseph Baxter the 8th of September, 1961, and the lot from Howard Chance on August 25, 1961.

Q: Are there any improvements on this property?

A: On both of them, yes.

Q: Please describe them?

A: I put a new block oyster building on the Chance property and new heating units on the Baxter lot. I dredged it out and refilled it and leveled it off.

Q: Mr. Thompson, did you enter into a Contract of Sale involving the sale of both of these properties to Mr. C. Douglas Sweisford?

A: Yes, I did as shown by Examiner's Exhibit No. 3 in this case.

Q: Did Clatyon C. Carter, Attorney for C. Douglas Sweisford, discuss with you the results of his title examination to this property for Mr. Sweisford?

A: Yes, he did.

Q: How does your deed from Joseph Baxter and wife describe the property conveyed therein to you?

A: It is described as containing one-half acre more or less. The description also describes the tract as being bounded on the south by the land of W. Carroll Baxter. It is to be noted that if the tract contains one-half acre, more or less, its dimensions are 105 by 210 feet, however, if the lot had extended to the W. Carroll Baxter property to the south, then it would have extended more than 105 feet along Kent Narrows.

Q: In what year and from whom did Joseph E. Baxter acquire this property which you now own?

A: He got that property from Gerald W. Harrington and wife in April of 1949, as shown in Examiner's Exhibit No. 4.

Q: From whom did Gerald W. Harrington acquire this property?

A: Gerald W. Harrington acquired the property from Jacob B. and Bessie M. Tolson by deed dated April 21, 1942, as shown in Examiner's Exhibit No. 5.

Q: In what year and from whom did Jacob B. Tolson and Bessie M. Tolson acquire this property?

A: It was acquired by Jacob B. Tolson and Bessie M. Tolson, his wife, from Reverend George R. McCready and Mary C. E. McCready his wife, by deed dated July 27, 1915, as shown in Examiner's Exhibit No. 6.

Q: Mr. Thompson, how long had you known this property before you purchased it from Joseph Edward Baxter and Dorothy Baxter, his wife?

A; I had known this property all my life, although I have only owned it since 1961. However, I have worked on the water all my life and I am now 40 years old, so I was very familiar with all the property at the Kent Island Narrows.

Q: Were you familiar with its location and boundaries?

A: I was familiar with its location and boundaries in a general way. I had never heard any disputes about its lines or boundaries.

Q: What were the boundaries as you understood them to be? That is of the Baxter property?

A: I understood that it was bounded on the west by the waters of Kent Narrows, on the north it adjoined my own property which I purchased from Howard Chance, on the east it was bounded by the new County road and on the south by the Cooperative property formerly Carroll Baxter's property.

Q: Did you know the property when it was owned by Gerald Harrington from 1941 to 1942?

A: Yes, I did and its lines and area were the same from that time, 1942, to the time I purchased it in 1961 and the way I am still holding it.

Q: Would you describe the boundaries of the property purchased from Howard Chance?

A: On the west by the waters of Kent Island Narrows and on the north by the property of Ellwood Thompson, my brother, formerly the property of John R. Coursey, and on the east by the new state road and on the south by my own property, which I purchased from Joseph E. Baxter.

Q: When and by whom was this property of yours surveyed?

A: It was surveyed by Shew and Bartlett, registered engineers and surveyors. This survey was called for due to the fact that I had entered into a Contract of Sale to sell this property as shown by the Contract of Sale filed herein and as there was some question about the quantity of land contained in this property, a survey was deedmed necessary and was undertaken by the surveyors.

Q: What did this survey reveal as to the area of the land you owned as to location?

A: The survey dated August 24, 1965, and being Examiner's Exhibit No. 7, indicated that I actually owned more land than my deeds called for. However, it appears now from examination of the title that there was four-fifths of an acre of land adjoining now the Maryland Seafood Cooperative property which had been included in the deed from Jacob Tolson and wife to Gerald W. Harrington and wife, being Examiner's Exhibit No. 5. It is also to be noted that the public road bed had been changed and this lot apparently included the old road bed on its east side and some of the shore front had been bulk headed and filled in and which I feel accounts for the increase in the size of the two lots as shown by the survey.

Q: Mr. Thompson, I hand you a deed and ask you to identify it?

A: This is the deed from Mary C. E. McCready to Jacob B. Tolson and it is the conveyance of four-fifths of an acre of marsh land, which I feel is now a part of my property and has been included in the lands which I hold for over 20 years, as

shown by Examiner's Exhibit No. 8.

Q: Did Mr. Jacon Tolson ever dispose of this four-fifths acre of marsh land from the time he acquired it in 1920 to the time of his death in 1949?

A: To my knowledge, he never disposed of that piece of property.

Q: Mr. Thompson, was the parcel or tract of land acquired by you from Joseph E. Baxter and wife in 1961 the same as acquired by Joseph E. Baxter from Gerald W. Harrington and wife in 1949 and acquired by Gerald W. Harrington and wife from Jacob Tolson and wife in 1942 and acquired by Jacob Tolson from Reverend George R. McCready in 1915?

A: Yes, this property is the same and has apparently from 1920 been also composed of the four-fifths of an acre of marsh land acquired by Mr. Tolson in 1920 and not disposed of by him in his lifetime.

Q: Has there ever been any boundary line disputes between the adjoining property owners to this property?

A: Just recently my brother has said that he thinks my building is about two feet over on his property, although my oyster house on that property was one of the first buildings on the Narrows and it has been in that same location for many, many years, for over 50 years.

Q: From your earliest recollection of this property from the time it was owned by Mr. Harrington and Mr. Baxter, was it not held openly, notorously and adversely as their own?

A: Yes, it was.

Q: Since Joseph Edward Baxter and Howard Chance conveyed these properties to you and your wife, have you not openly, notoriously and adversely claimed it as your own?

A: Yes.

Q: Have you and other owners before you held these properties to the exclusion of all others?

A: Yes.

Q: Have you ever heard in the community of any one who claimed or asserted any claim to this property?

A: No, except what my brother said here recently and in answer to that, it had always been my understanding that the line between his property, and mine was as shown on the survey filed herein as Examiner's Exhibit No. 7.

The fifth witness, having been duly sworn, did depose and say:

Questions by Mr. Turner:

Q: State your name and address.

A: Joseph Baxter, Chester, Maryland.

Q: What is your occupation?

A: Waterman.

Q: How long have you been a waterman and lived in the area?

A: 50 years.

Q: Are you familiar with the area in Queen Anne's County known as Kent Island Narrows?

A: Yes.

Q: Do you own any property there now?

A: No.

Q: Did you at one time?

A: Yes.

Q: Would you tell me just where that property was that you owned at Kent Island Narrows?

A: It was property which I sold to Herman Thompson and wife by deed dated the 8th day of September, 1961, and that deed is recorded in land Liber of Queen Anne's County T.S.P. No. 62, folio 264. It is property known as the Jacob B. Tolson oyster shucking property and it lies on the north side of, but not bordering on, the Queenstown-Kent Island state road and is bounded on the north by the Nash Brothers shucking house property, which is now owned by Herman A. Thompson, Jr., who also owns my property, bounded on the east by the road leading into the marina of Earl Seward, bounded on the south by the land now owned by Maryland Seafood Cooperative, formerly the land of W. Carroll Baxter, bounded on the west by the waters of Kent Narrows. This property at the time I sold it was supposed to contain one-half acre of land, more or less, although it had never been surveyed no were there any definite markers as to where the boundaries were. However, there had never been any dispute as far as I can remember concerning the lines. I had purchased this property from Mr. Gerald Harrington and his wife in 1949 and he in turn had purchased the propeety from Mr. Jacob B. Tolson in 1942. The Examiner's Exhibit No. 2 is the deed of the property from me and my wife to Herman A. Thompson and his wife, and Ex-

aminer's Exhibit No. 4 is the deed from Gerald W. Harrington and his wife to myself, Joseph Edward Baxter and my wife. It is to be noted also that that deed merely says that the property contained one-half acre, more or less, and that deed was in 1949. I wish also to call attention to the fact that in Examiner's Exhibit No. 5, the deed from Jacob Tolson and Bessie M. Tolson, his wife, to Gerald W. Harrington and Anne Lee Harrington, his wife, describes this same property as containing one-half acre, more or less, However, in Examiner's Exhibit No. 6 of this same property, which is the deed of Reverend George McCready and Mary C. E. McCready dated July 2, 1915, unto Jacob Tolson, describes the property as one-half acre of land, more or less, on the left side of the public road from Ferry Bridge to Well Hill beginning at water edge at a boundary of Eath Nash oyster house running South along water edge 105 feet of Eath Nash and westerly course to place of beginning at water edge 210 feet at the Ferry. That description in Examiner's Exhibit No. 6 is of the same piece of property which I sold to Herman Thompson as hereinbefore related.

Q: To your knowledge, Mr. Baxter, was there another piece of property owned by Mr. Tolson in that vicinity?

A: From the description in the Examiner's Exhibit No. 8, it would appear that the four-fifths of an acre of marsh land has been included in the Jacob Tolson property which Mr. Harrington owned, as shown in Examiner's Exhibit No. 5, and in Examiner's Exhibit No. 4, the deed of Gerald Harrington to myself and my wife, and in Examiner's Exhibit No. 2, the deed from myself and my wife to Herman A. Thompson and wife.

Q: I show you Examiner's Exhibit No. 7, which is a map showing survey of a lot of land for Herman A. Thompson and Betty Thompson, done by Shew and Bartlett, August, 1965, and ask you to identify it.

A: This is a survey of the lot which I sold to Herman Thompson and also the lot which he purchased from Howard Chance. These are described more fully in Examiner's Exhibits No. 1 and No. 2. As far as I can see, part of this property is the same property which I owned and which I sold to Herman A. Thompson and his wife. I had never had the property surveyed no had it been surveyed as far back as 1915 from what I can understand. It just appears that from the survey that there was more land in the tract than we had thought. Of course, the road now leading into Earl Seward's had been moved toward Grasonville and that land had been taken over by my lot and the other lots along there and also at various times bulk heads had been built along the Narrows and there had been gravel and shells filled in in back of that, so actually there was more land there than had been described in the deed from Reverend George McCready to Jacob Tolson, Examiner's Exhibit No. 6. Also it appears that the four=fifths acre of marsh land had been sold by Mr. Tolson to Gerals Harrington and had been included in that deed although no reference had been made to it in the title reference in the deed. It is to be further noted that we had always understood that the boundary line between my property and the property presently owned by the Maryland Seafood Cooperative, which had been property of Carroll Baxter, my brother, had been at an old fence, remnants of which are still standing and which is shown in Examiner's Exhibit No. 7, the map or plat of Herman A. Thompson land by Shew and Bartlett, hereinbefore referred to.

Q: Are you familiar with the Howard Chance property, now owned by Herman A. Thompson , as shown by Examiner's Exhibit No. 1 in this matter?

A: Yes, I am because that was about the first oyster house built at Kent Island Narrows and as far as I know the house on the property, which is next to the property now owned by Ellwood Thompson, is in the same location that it was when erected by the Nashs and to my knowledge there has never been any dispute as to the lines or the location of the buildings on the property. I have known the property for 30 years or more and have never heard any dispute as to the boundary lines between that property and the John Coursey property adjoimimg, now owned by Ellowwd Thompson. I recall then Mr. John Coursey owned the property and when Mr. Eath Nash owned it and to my knowledge, althought there has never been any surveys in that area of the Narrows, I have never heard any disputes as to the boundary lines of any of the property along that area, although no markers ar stones are there to indicate specifically where the lots began and stopped.

Q: Did any one ever claim or dispute any right in theproperty which you owned, which is now owned by Herman A. Thompson?

A: No.

The sixth witness, having been duly sworn, did depose and say:

Questions by Mr. Turner:

Q: State your name, age and address.

A: Russell C. Shew, 65, Earleville, Maryland.

Q: What is your occupation?

A: I am a registered civil engineer and surveyor.

Q: Are you familiar with the area of Queen Anne's County, known as Kent Island Narrows?

A: Yes.

Q: Do you know the Herman A. Thompson and wife property at the Kent Island Narrows?

A: Yes.

Q: I show you a plat which is marked Examiner's Exhibit No. 7 in this cause and ask you to identify it.

A: Yes, I did the survey of this property and I made this drawing of it from the survey, dated August 24, 1965.

Q: I show you a deed marked Examiner's Exhibit No. 1 and another deed marked Examiner's Exhibit 2 and ask you to identify them?

A: Examiner's Exhibit No. 1 is a deed from Howard Chance and wife to Herman A. Thompson and wife dated August 25, 1961 and referred to as Examiner's Exhibit No. 1. This is a part of the property which I surveyed and just referred to in Examiner's Exhibit No. 7, which is a plat of the entire piece of property. Examiner's Exhibit No. 2 is a deed fromJoseph Edward Baxter and wife to Herman A. Thompson and wife dated September 8, 1961. In this deed the property is described as containing one-half acre. However, reference to Examiner's Exhibit No. 6, which is a deed from Reverend George R. McCready and wife to Jacob B.Tolson dated July 2, 1915, indicates that this lot is 105 by 210 feet and that is the same property that is now described in Examiner's Exhibit No. 2 owned by Herman A. Thompson and wife. It is also to be noted that there is apparently included in this property which Herman A. Thompson got from Joseph Edward Baxter, shown in Examiner's Exhibit No. 2, a parcel of land described in Examiner's Exhibit No. 8, which is a deed from Mary C. E. McCready to Jacob B. Tolson dated June 15, 1920. This property is described as containing four-fifths of an acre and from my examination of the records and my survey, it appears that this property which Jacob Tolson got in 1920 from Mary McCready has been included in transactions and deeds and is now a part of the Herman A. Thompson property which he got from Joseph Baxter. It is to be noted that the southern boundary of this property is marked by the remnants of an old fence which Mr. Ellwood Thompson, a brother of Herman A. Thompson, pointed out as being the southern boundary of his brother, Herman A. Thompson's property. This old fence line has also been used in prior surveys and especially the survey of Maryland Seafood Cooperative property, who own the adjoining property to this land as shown in Examiner's Exhibit No. 10 filed herein.

Q: Please describe the boundary line between the Chance property of Herman Thompson and the Ellwood Thompson property, that of his brother?

A: I was fold by his brother, Ellwood Thompson, that the boundary line between these two properties was the southern end of his own bulk head. Mr. Ellwood Thompson also was satisfied that the southern line between his property and his brother's, Herman A. Thompson, property was correct as he walked it and was present when I put the markers down in his presence.

Q: Could you tell us Mr. Shew, how it is that the line between the Ellwood Thompson property and this property is now 252 feet when the deed only calls for 210 feet?

A: It is my opinion that at various time it appears that owners have bulk headed out from the shore into the Narrows and filled it in. I have also heard that the road has been moved and part of the old road bed is included in this property. This, I feel, would account for that difference. It slso appears that approximately 102 feet along Kent Narrows would have come from the four-fifths of an acre parcel described in the deed from McCreadys to Tolson, Examiner's Exhibit No. 8, and about 70 feet along thepublic road as shown in Examiner's Exhibit No. 7 also came from the McCready to Tolson deed in Examiner's Exhibit No. 7. This, I feet accounts for the fact that there is approximately 280 feet along thepublic road leading to Seward's Marina as shown on Examiner's Exhibit No. 8.

There being no other evidence offered, I then at the request of the attorney for the Plaintiffs close the depositions and now return the same closed under my hand and seal this 20th day of October, 1966.

The following costs are chargeable in this case, to wit:

1. Vachel A. Downes, Jr., Examiner - - - - - - - - $20.00
2. Betty M. Comegys, Stenographer - - - - - - - - $50.00

VACHEL A. DOWNES JR.
Examiner

For Examiner's Exhibit No. 1, see Complainants Exhibit "A" on page 356.
For Examiner's Exhibit No. 2, see Complainants Exhibit "B" on page 357
For Examiner's Exhibit No. 3, see Complainants' Exhibit "C" on page 358
For Examiner's Exhibit No. 4, see Complainants Exhibit "D" on page 361
For Examiner's Exhibit No. 5, see Complainants Exhibit "E" on page 362
For Examiner's Exhibit No. 6, see Complainants Exhibit "F" on page 363
For Examiner's Exhibit No. 7, see Complainant's Exhibit "G" on page 363
For Examiner's Exhibit No. 7, see Complainants Exhibit "G" on page 365
For Examiner's Exhibit No. 8, see Complainants Exhibit "H" on page 365
For Examiner's Exhibit No. 9, see Complainants Exhibit "I" on page 366
For Examiner's Exhibit No. 10, see page 379

DECREE
Filed Nov. 11, 1966

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, Chester, Maryland, and C. DOUGLAS SWEISFORD Barto, Pennsylvania	:	IN THE
	:	CIRCUIT COURT
COMPLAINANTS	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
BESSIE M. TOLSON, widow ET AL. Chester, Maryland	:	IN EQUITY
RESPONDENTS	:	NO. 4759

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Exhibits, Testimony, and all other proceedings were, by the Court read and considered:

IT IS THEREUPON, this 9th day of November, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that:

(1) Herman A. Thompson and Betty B. Thompson, his wife, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County, mentioned in these proceedings and more particularly described below as against Bessie M. Tolson, Joseph Edward Baxter and Dorothy R. Baxter, his wife, and Anna L. Harrington (widow of Gerald W. Harrington, who is sometimes known as Mrs. Gerald W. Harrington) and the unknown heirs, devisees or personal representatives of the following deceased persons, George R. McCready and Mary E. McCready, Jacob B. Tolson, Gerald W. Harrington and all other persons, their heirs, devisees, personal representatives 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 said property hereinbelow described as follows, to wit:

ALL those two lots or parcels of land described herein as one parcel or lot of land, situate, lying and being on the West side of the public road leading outward from Seward's Marina to U. S. Routes Nos. 50 and 301, at Kent Narrows in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe in the West line of the aforesaid public road and being the Southeast corner of land of W. Elwood Thompson; thence running by and with the West line of said public road, South six degrees and twenty five minutes West (S 06-25 W) two hundred eighty (280.0) feet to an iron pipe, and being the Northeast corner of land of Maryland Sea Food Cooperative Association, Inc; thence running by and with the North line of land of the said Maryland Sea Food Cooperative Association, Inc., and by and with remnants of an old fence, by and with the North end of a fifteen foot wide right-of-way leading outward from the herein described land to the County Road which leads to U. S. Routes Nos. 50 and 301, and also by and with the North line of land of W. Carroll Baxter, North eighty eight degrees and ten minutes West (N 88-10 W) one hundred seventy nine and seventy nine one-hundredths (179.79) feet to a point in the mean high water line of Kent Narrows, said point being North eighty eight degrees and ten minutes West (N 88-10 W) of, and four (4.0) feet from an iron pipe; thence running by and with the mean high water line of Kent Narrows, the following two courses and distances: 1. North fifteen degrees and eight minutes West (N 15-08 W) two hundred thirty seven and twenty four one-hundredths (237.24) feet; 2. North seventeen degrees and twenty one minutes East (N 17-21 E) seven7 five and nine one-hundredths (75.09) feet to a point, said point being North eighty three degrees and thirty five minutes West (N 83-35 W) of, and twenty four and three tenths (24.3) feet from an iron pipe, said point being the Southwest corner of land of W. Ellwood Thompson; thence running by and with land of the said W. Ellwood Thompson and running through and over the aforesaid iron pipe, South eighty three degrees and thirty five minutes East (S 83-35 E) two hundred fifty two and eleven one-hundredths (252.11 feet to an iron pipe, the place of beginning - CONTAINING one and five hundred thirty eitht one-thousandths (1.538) Acres.

Also all that fifteen (15.0) foot right-of-way leading outward from the herein above described lot or parcel of land to the County Road which leads to U. S. Routes Nos. 50 and 301 which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a post in the North line of land of Maryland Seafood Cooperative Association, Inc., said post being North eighty eight degrees and ten minutes West (N 88-10 W) of, and one hundred fifty one and thirty five one-hundredths (151.35) feet from an iron pipe at the Northeast corner of land of the said Maryland Sea Food Cooperative Association, Inc., thence running by and with, and through and over, land of the said Maryland Sea Food Cooperative Association, Inc., and of W. Carroll Baxter, South six degrees and forty four minutes East (S 06-44 E) one hundred seventy nine and eighty five one hundredths (179.85) feet to a point in the North line of the County road leading from U. S. Routes Nos. 50 and 301 to a dead end near the waters of Kent Narrows;

thence by and with the North line of said County road, South eighty six degrees and twelve minutes West (S 86-12 W) fifteen and two one-hundredths (15.02) feet to a point; thence by and with land of the said W. Carroll Baxter, North six degrees and forty four minutes West (N 06-44 W) one hundred eighty one and thirty four one-hundredths (181.34) feet to a point in the South line of the herein above described lot or parcel of land; thence by and with the South line of said land, South eighty eight degrees and ten minutes East (S 88-10 E) fifteen and seventeen one-hundredths (15-17) feet to a post, the place of beginning - CONTAINING sixty two-thousandth (0.062) Acre.

BEING all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Howard D. Chance and Minnie E. Chance, his wife, by deed dated August 25, 1961, and recorded in Liber T.S.P. No. 62, folio 108.

BEING all and the same land conveyed unto Herman A. Thompson and Betty B. Thompson, his wife, by Joseph Edward Baxter and Dorothy R, Baxter, by deed dated September 8, 1961, and recorded in Liber T.S.P. No. 62, folio 264, all Land Record Books for Queen Anne's County; included is a tract 4/5 of an acre, more or less, conveyed by Mary C. W. McCready to Jacob B. Tolson by deed dated June 15, 1920, and recorded in Liber J.F.R. No. 6 folio 74.

(2) Bessie M. Tolson, Joseph Edward Baxter and Dorothy R. Baxter, his wife, and Anna L. Harrington (widow of Gerald W. Harrington, who is sometimes known as Mrs. Gerald W. Harrington) and the unknown heirs, devisees or personal representatives of the following deceased persons, George R. McCready and Mary E. McCready, Jacob B. Tolson, Gerald W. Harrington and all other persons, their heirs, devisees, personal representatives 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 said property, are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

Thos J. Keating Jr.
Judge

MOTION FOR LEAVE TO FILE SUPPLEMENTAL
BILL AFTER DECREE
Filed Dec. 29, 1966

HERMAN A. THOMPSON and BETTY B. THOMPSON, his wife, and C. DOUGLAS SWEISFORD, COMPLAINANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	CHANCERY NO. 4759
BESSIE M. TOLSON, ET AL. DEFENDANTS.	:	

: : : : : :

MOTION FOR LEAVE TO FILE SUPPLEMENTAL BILL AFTER DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Herman A. Thompson and Betty B. Thompson, his wife, and C. Douglas Sewisford, by Turner & Turner and Clayton C. Carter, their attorneys, move for leave to file a supplemental bill making Walter E. Thompson and Margaret L. Thompson, his wife, parties defendant to this cause.

The grounds of the motion are, as follows:

1. That on the 28th day of March, 1966, your Complainants filed in this Court a Bill to Quiet Title under Article 16, Section 128 of the Annotated Code of Maryland, 1957 Edition.

2. That in due course after service of process (personal and by Order of Publication), Decree Pro Confesso and testimony in support of the allegations contained therein, this Honorable Court passed a Decree by which the boundary lines were established and quantity of land ascertained correct as shown by the certificate of survey and plat of Shew & Bartlett as filed among the proceedings herein.

3. That subsequent to the filing of the suit in this cause, one Walter E. Thompson and Margaret L. Thompson, his wife, owners of the property on the North side of the property herein involved, and without the knowledge of your Complainants, employed a surveyor, William Nuttle of Chestertown, Maryland, to establish their lines; that although Mr. Nuttle did not issue a certificate of survey, or a plat, was the result of his findings, he merely prepared a sketch of the property of Walter E. and Margaret L. Thompson, however, the said Walter E. Thompson is now making assertions and berbal claims that the survey line, as established by Shew and Bartlett, is incorrect and that the Complainants building by Shew & Bartlett, is incorrect and that theComplainants building is about three (3) feet on their property.

4. That the facts herein related were unknown to your Complainants at the time of their filing their original Bill of Complaint.

5. That C. Douglas Sweisford is unable to obtain a title insurance policy insuring this lot without Walter E. Thompson and Margaret L. Thompson, his wife, being joined in this proceeding as named party defendants and personally summoned to appear, answer and defend.

AND, AS IN DUTY BOUND, ETC.

TURNER & TURNER

BY B. HACKETT TURNER, JR.
B. Hackett Turner, Jr.
109 Lawyers Row
Centreville, Maryland
Telephone 758-1795

CLAYTON C. CARTER
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland
Telephone 758-1680
Attorneys for Complainants

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

I HEREBY CERTIFY, that on this 29th day of December, 1966, before me, ths subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared B. HACKETT TURNER, JR. and CLAYTON C. CARTER, Solicitors for the Complainants, and made oath in due form of law that the matters and facts set forth in the aforegoing Motion are true to the best of their knowledge and belief.

CHARLES W. CECIL
Clerk

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-sixth day of September in the year nineteen hundred and sixty-six, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

THELMA B. SMITH,
5712 Carter's Lane,
East Riverdale, Maryland.

ELIZABETH S. FUGITT,
4202 - 53rd Avenue,
Bladensburg, Maryland.

MABEL D. SMITH,
Worton, Maryland,

WILLIAM R. SMITH, and

MARY Q. SMITH, his wife,
Worton, Maryland.

ROBERT L. SMITH, and
DOROTHY C. SMITH, his wife,
Worton, Maryland.

DOROTHY S. BOYD, and
GEORGE J. BOYD, her husband,
Galena, Maryland.

Edward Allen Spry, Minor, by
EVELYN ALLEN SPRY, his mother
and next friend,
Arden, North Carolina

DONALD E. SMITH, and
Kathryn F. SMITH, his wife,
7300 - 16th Place,
Adelphia, Maryland.

DORIS EHLERS, and
THOMAS EHLERS, her husband,
6011 Inwood Street,
Cheverly, Maryland.

JAMES H. BYRON, and
DOLORES ANNE BYRON, his wife,
521 Delone Avenue,
McSherrystown, Pennsylvania.

VS.

LESTER SMITH and
MARGARET H. SMITH, his wife,
Kennedyville, Maryland.

HOWARD SMITH, 31 N. Wood Drive,
Timonium, Md.
PATRICIA C. SMITH, his wife
Bettertown, Maryland.

WILLIAM L. SPRY, JR., and
PHYLLIS K.SPRY, his wife,
Still Pohd, Maryland.

WILLIAM G. SMITH and
MARY SMITH, his wife,
Chestertown, Maryland.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 4802

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of your Plaintiffs, by their attorney, A. Parks Rasin, Jr., alleges:

1. That Blair L. Smith, late of Queen Anne's County, departed this life on February 11th, 1966, intestate, and being seized and possessed of a one-half interest in the following parcels or tracts of land:

ALL those tracts of land situate, lying and being in the Second ElectionDDistrict of Queen Anne's County, Maryland, and more particularly described as follows, to wit:

FIRST: All that farm or tract of land situated in the 7th. Election District of Queen Anne's County, composed of two tracts called "Lillingstons' Castle," "Partnership Addition," on road from Church Hill to Round Top and on road from Chestertown to Crumpton, adjoining lands of S. E. Ford and others, containing 116 acres, 2 roods, more or less.

SECOND: All that lot or tract of land called "Partnership Addition" adjoining the above described tract of land, containing 24 acres, more or less.

THIRD: All that lot or parcel of land situate in the 7th

Election District of Queen Anne's County, a part of the tract called, "Lillingstons' Castle" described above as No. 1, but not immediately adjoining the same and adjoining the lands of Mrs. Klinefelter, containing 31 acres, 1 rood, more or less. The three several tracts of Nos. 1, 2, and 3 being the same land granted and conveyed unto George H. Snitcher by A. R. Weedon and T. J. Keating, Trustees, by deed dated May 10, 1886 and recorded in Liber S.C.D. No. 8, folio 317, Land Record of Queen Anne's County.

BEING the same lands conveyed by deed of Harrison W. Vickers, Attorney, to Bertha B. Smith, by deed bearing date the 18th day of November, 1925, duly recorded among the Land Records for Queen Anne's County, Maryland, in Liber B.H. T. No. 4, 4, folio 334, etc., and which lands were, upon the death of the said Bertha B. Smith on July 23rd, 1961, devised by her last will and testament to her daughter, Thelma B. Smith, and her son Blair L. Smith, SAVING AND EXCEPTING THEREFROM, however, all conveyances made and subject to all easements made to the State Roads Commission of Maryland for purposes of widening and improving adjoining public roads, a certified copy of said deed is filed herewith and marked "Plaintiff's Exhibit No. 1".

2. That upon the death of the said Blair L. Smith as aforesaid intestate, on February 11th, 1966, his one-half interest in the said lands heretofore described in Paragraph 1 descended in fee simple to his heirs at law, namely:

Thelma B. Smith, sister, single;
Elizabeth S. Fugitt, sister, single;
Irving F. Smith, brother, who died April 2nd, 1966, and left as his heirs at law Mabel D. Smith, widow, and William R. Smith, son, who intermarried with Mary Q. Smith;
William G. Smith, brother, who intermarried with Mary Smith;
Lester Smith, nephew, who intermarried with Margaret H. Smith;
Howard Smith, nephew, who intermarried with Patricia C. Smith;
Robert L. Smith, nephew, who intermarried with Dorothy C. Smith;
Dorothy S. Boyd, niece, who intermarried with George J. Boyd;
William L. Spry, Jr., grandnephew, who intermarried with Phyllis K. Spry;
Edward Allen Spry, grandnephew, a minor, who is single
Donald E. Smith, nephew, who intermarried with Kathryn F. Smith;
Doris Ehlers, niece, who intermarried with Thomas Ehlers;
James H. Byron, nephew, who intermarried with Dolores Anne Byron;

all of whom have been made parties to this cause.

3. That all of the parties in interest are of lawful age and competent with the exception of Edward Allen Spry, who is a minor.

4. That the remaining one-half interest in the aforementioned lands is vested in the said Thelma B. Smith, who joins in as a party plaintiff to this cause and consents to the relief prayed for herein.

5. That the said Thelma B. Smith and Elixabeth S. Fugitt were appointed Administratrices of the estate of Blair L. Smith, deceased, by the Orphans' Court for Queen Anne's County, Maryland, on February 15, 1966, a certified copy of which said appointment is filed herewith, and marked "Plaintiff's Exhibit No. 2"; that on the same date Notice to Creditors in the said estate was issued and has been duly published in accordance with the requirements of the law.

6. That the said Mabel D. Smith was appointed Administratrix of the estate of her late husband, Irving F. Smith, by the Orphans' Court for Kent County, Maryland, on June 21st, 1966, a certified copy of which said appointment is filed herewith and marked "Plaintiff's Exhibit No. 3", and on the same date Notice to Creditors in the said estate was issued and is being published in accordance with the requirements of the law.

7. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and that in order to make dicision of said interests it will be necessary that the said real estate be sold and the proceeds therefrom divided amongst the parties according to their several interests.

TO THE END, THEREFORE:

A. That a decree may be passed appointing a Trustee to make sale of the above described property.

B. That the proceeds of sale may be distributed among the persons entitled thereto according to their respective rithts and interests.

C. That they may have such other and further relief as their case might require.

AND AS IN DUTY BOUND, etc.

THELMA B. SMITH
Thelma B. Smith

ELIZABETH S. FUGITT
Elizabeth S. Fugitt

MABEL D. SMITH
Mabel D. Smith

WILLIAM R. SMITH
William R. Smith

MARY Q. SMITH
Mary Q. Smith

ROBERT L. SMITH
Robert L. Smith

DOROTHY C. SMITH
Dorothy C. Smith

DOROTHY S. BOYD
Dorothy S. Boyd

GEORGE J. BOYD
George J. Boyd

Edward Allen Spry

BY: EVELYN ALLEN SPRY
Evelyn Allen Spry

DONALD E. SMITH
Donald E. Smith

CATHERINE F. SMITH
Catherine Smith

DORIS EHLERS
Doris Ehlers

THOMAS EHLERS
Thomas Ehlers

JAMES H. BYRON
James H. Byron

DOLORES ANNE BYRON
Dolores Anne Byron

A. PARKS RASIN, JR.
A. Parks Rasin, Jr.
Attorney for Plaintiffs,
113 Court Street,
Chestertown, Maryland.
Telephone: 778-3515

CONSENT OF EVELYN ALLENSPRY
Filed Sept. 26, 1966

THELMA B. SMITH
et als

VS.

LESTER SMITH
et als

IN THE CIRCUIT COURT FOR

KENT COUNTY, MARYLAND.

EQUITY NO. 4802

TO: A. Parks Rasin, Jr.,
Attorney at Law,
113 Court Street
Chestertown, Maryland.

This will authorize you to use my name as next friend of Edward Allen Spry, who is a minor, in connection with the above entitled case.

EVELYN ALLEN SPRY
Evelyn Allen Spry
Arden
North Carolina

EXHIBIT #1
Filed Sept. 26, 1966

::::::::::::::::::::::::::::::
#11,610 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 the twenty-first day of November, in the year nineteen hundred and twenty five the following Deed was brought to be recorded, to wit:

THIS DEED, Made this 18th. day of November in the year one thousand nine hundred and twenty five by and between Harrison W. Vickers, Attorney, of Kent County and State of Maryland, of the one part and Bertha B. Smith of the second part.

Witnesseth that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the said Harrison W. Vickers, Attorney does grant and convey unto the said Bertha B. Smith, her heirs and assigns in fee simple, all those parcels and tracts of land situate, lying and being in Queen Anne's County, aforesaid, and described as follows, that is to say,

FIRST: All that farm or tract of land situated in the 7th. Election District of Queen Anne's County, composed of two tracts called "Lillingstons' Castle", "Partnership Addition" on road from Church Hill to Round Top and on road from Chestertown to Crumpton, adjoining lands of S. E. Ford and others, containing 116 acres, 2 roods, more or less.

SECOND: All that lot or tract of land called "Partnership Addition", adjoining the above described tract of land, containing 24 acres, more or less.

THIRD: All that lot or parcel of land situate in the 7th. Election District of Queen Anne's County, a part of the tract called, "Lillingstons' Castle", described above as No. 1, but not immediately adjoining the same and adjoining the lands of Mrs. Klinefelter, containing 31 acres, 1 rood, more or less. The three several tracts of Nos. 1, 2 and 3 being the same land granted and conveyed unto George H. Snitcher by A. R. Weedon and T. J. Keating, Trustees, by deed dated May 10, 1886, and recorded in Liber S.C.D. #8, folio 317, Land Record of Queen Anne's County.

This is the same property which was conveyed by William S. Collins, Trustee, to John C. Smith.

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 said lots of land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtances and advantages thereto belonging, or appertaining, unto and to the proper use and benefit of the said Bertha B. Smith, her heirs and assigns, in fee simple. And the said Harrison W. Vickers, Attorney does covenant 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 requisit.

Witness the hand and seal of the said grantor.

HARRISON W. VICKERS, (SEAL)
Atty.

Test:
Lida B. Wheat,
Notary Public

Notary Public Seal.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th. day of November, in the year one thousand nine hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers, Attorney, and he acknowledged the foregoing Deed to be his act.

Lida B. Wheat
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 B.H.T. No. 4, folio 334, 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 26th day of September in the year nineteen hundred and sixty-six.

Clerk's Seal

CHARLES W. CECIL
Clerk

PLAINTIFF'S EXHIBIT No. 2
Filed Sept. 26, 1966

THE STATE OF MARYLAND,

STATE 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 BLAIR L. SMITH, late, late of Queen Anne's County, deceased, were on the 15th day of February in the year of our Lord one thousand nine hundred and sixty-six granted and committed unto Thelma B. Smith and Elizabeth S. Fugitt who were then and there appointed ADMINISTRATRICES 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 26th day of September in the year of our Lord, nineteen hundred and sixty-six.

Register of Wills Seal

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

PLAINTIFF'S EXHIBIT NO. 3
Filed Sept. 26, 1966

MARYLAND
SEAL

THE STATE OF MARYLAND

KENT COUNTY, Sct:

THE SUBSCRIBER, Register of Wills for Kent County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all goods, chattels, credits andpersonal estate of IRVING F. SMITH, deceased, were on the 21st day of June, in the year of our Lord nineteen hundred and sixty-six, granted and comm tted unto MABEL D. SMITH, who was then and there appointed ADMINISTRATRIX of the said deceased, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix theSeal of my office, this 26th day of September, in the year of our Lord nineteen hundred and sixty-six.

Register of Wills Seal

TEST:

E. RANDOLPH BURGESS
Register of Wills for Kent County

ANSWER
Filed Sept 26, 1966

THELMA B. SMITH, et als

VS

LESTER SMITH, et als

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 4802

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come the Respondents, Lester Smith and Margaret H. Smith, his wife, and for Answer to Bill of Complaint heretofore exhibited against them in the above entitled Cause, say:

1. That they admit the allegations contained in Paragraphs 1,2,3, 4,5,6 and 7 of said Bill of Complaint.

Respectfully submitted,

LESTER SMITH
Lester Smith

MARGARET H. SMITH
Margaret H. Smith

ANSWER OF RESPONDENT
Filed Sept. 26, 1966

THELMA B. SMITH, et als.

VS.

LESTER SMITH, et als

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

MARYLAND

EQUITY NO. 4802

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Respondent, Patricia C. Smith, and for Answer to Bill of Complaint heretofore exhibited against her in the above entitled Cause, says:

1. That she admits the allegations contained in Paragraphs 1,2, 3, 4, 5, 6 and 7 of said Bill of Complaint.

Respectfully submitted,

PATRICIA C. SMITH
Patricia C. Smith

ANSWER OF RESPONDENT
Filed Sept. 26, 1966

THELMA B. SMITH, et als.

VS.

LESTER SMITH, et als.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

MARYLAND.

EQUITY NO. 4802

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Respondents, William L. Spry, Jr., and Phyllis T. Spry, his wife, and for Answer to Bill of Complaint heretofore exhibited against them in the above entitled Cause, say:

1. That they admit the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6 and 7 of said Bill of Complaint.

Respectfully submitted,

WILLIAM L. SPRY, JR.
William L. Spry, Jr.

PHYLLIS K. SPRY
Phyllis K. Spry

EQUITY SUMMONS FOR WILLIAM G. SMITH
and MARY SMITH, his wife
Filed Oct. 3, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

File No. 4802

Docket C.W.C. #1, fol. 191

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

TO: William Smith and Mary Smith, his wife
Chestertown, 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 Thelma B. Smith, 5712 Carter's Lane, East Riverdale, Md., Elizabeth S. Fugitt, 4202-53rd Avenue, Bladensburg, Md., Mabel D. Smith, Worton, Md., William R. Smith and Mary Q. Smith, his wife, Worton, Md., Robert L. Smith and Dorothy C. Smith, his wife, Worton, Md., Dorothy S. Boyd and George J. Boyd, her husband, Galena, Md., Edward Allen Spry, minor, by EvelynAllen Spry, his mother and next friend, Arden, North Carolina, Donald E. Smith and Kathryn F. Smith, his wife, 7300-16th Place, Adelphi, Maryland, Doris Ehlers and Thomas Ehlers, her husband, 6011 Inwood Street, Cheverly, Md., James H. Byron, his wife, 521 Delone Avenue, McCherrystown, Pennsylvania

Issued the 26th. day of September, 1966.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: A. Parks Rasin, Jr.
ADDRESS: 113 Court Street
Chestertown, Md. 21620
778-3515

CHARLES W. CECIL
Clerk

(Seal of Court)

NOTICE TO THE PERSONS SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 18, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Served by delivering a copy of the within Summons to William G. Smith and Mary Smith, and by leaving with each of them a copy of the Bill of Complaint this 29th, day of September 1966.

BARTUS O. VICKERS
Sheriff, Kent County

And on the back is the following endorsement, to wit:-

Received SEP 27 1966
and forthwith delivered to the Sheriff
of Kent Co., Md. for service.
Test:

EARL H. PINDER, Clerk

EQUITY SUMMONS for Howard Smith
Filed Oct. 5, 1966

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

File No. 4802

Docket C.W.C. #1, fol. 191

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

TO: Howard Smith
31 N. Wood Drive
Timonium, 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 Thelma B. Smith, 5712 Carter's Lane, East Riverdale, Maryland, Elizabeth S. Fugitt, 4202-53rd Avenue, Bladensburg, Md., Mabel D. Smith, Worton, Md., William R. Smith and Mary Q. Smith, his wife, Worton, Md., Rogert L. Smith and Dorothy C. Smith, his wife, Worton, Md., Dorothy S. Boyd and George J. Boyd, her husband, Galena, Md., Edward Allen Spry, minor, by Evelyn Allen Spry, his mother and next friend, Arden, North Carolina, Donald E. Smith and Kathryn F. Smith, his wife, 7300-16th Place, Adelphi, Md., Doris Ehlers and Thomas Ehlers, her husband, 6011 Inwood Street, Cheverly, Maryland, James H. Byron and Dolores Anne Byron,his wife, 521 Delone Avenue, McSherrystown, Pennsylvania

Issued the 26th. day of September, 1966.

Witness the Honorable Chief Judge of theSecond Judicial Circuit of Maryland.

ATTORNEY)S)

NAME: A. Parks Rasin, Jr.
113 Court Street
ADDRESS: Chestertown, Md. 21620
778-

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 18, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back are the following endorsements, to wit:

Received 9/28/66
___M. for With delivered to
Sheriff of Baltimore County
Orville T. Gosnell, Clerk

10-1-66

Copy Summons Bill of Complaint served on Howard Smith this 1st day of October 1966

Edward G. Muellor
Sheriff

Fee
4.00

ANSWER TO BILL OF COMPLAINT
Filed Oct. 17, 1966

THELMA B. SMITH,
5712 Carter's Lane,
East Riverdale, Maryland.

ELIZABETH S. FUGITT,
4202-53rd Avenue,
Bladensburg, Maryland.

MABEL D. SMITH,
Worton, Maryland.

WILLIAM R. SMITH, and
MARY Q. SMITH, his wife,
Worton, Maryland.

ROBERT L. SMITH, And
DOROTHY C. SMITH, his wife,
Worton, Maryland.

DOROTHY S. BOYD, and
GEORGE J. BOYD, her husband,
Galena, Maryland.

EDWARD ALLEN SPRY, minor, by
EVELYN ALLEN SPRY, his mother
and next friend,
Arden, North Carolina.

DONALD E. SMITH, and
KATHRYN F. SMITH, his wife,
7300-16th Place,
Adelphi, Maryland.

DORIS EHLERS, and
THOMAS EHLERS, her husband,
60011 Inwood Street,
Cheverly, Maryland.

JAMES H. BYRON, and
DOLORES ANN BYRON, his wife,
521 Delone Avenue
McSherrystown, Pennsylvania

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,MARYLAND

vs.

EQUITY NO. 4802

LESTER SMITH, and
MARGARET H. SMITH, his wife,
Kennedyville, Maryland.

HOWARD SMITH, and
PATRICIA C. SMITH, his wife,
31 N. Wood Drive,
Timonium, Maryland.

WILLIAM L. SPRY, JR., and
PHYLLIS T. SPRY, his wife,
Still Pond, Maryland.

WILLIAM G. SMITH, and
MARY SMITH, his wife,
Chestertown, Maryland.

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendant, William G. Smith, and his wife, Mary Smith, by James J. White, III, their attorney, and in answer to the Bill of Complaint says:

1. That they admit the allegations in Paragraphs one, two, three, four, five, six and seven of the Bill of Complaint.

Respectfully submitted,

JAMES J. WHITE, III
Attorney for Defendants
Rasin Building
Chestertown, Maryland

I HEREBY CERTIFY, that on this 14th day of Oct. 1966, I delivered a copy of the aforegoing Answer To Bill Of Complaint to A. Parks Rasin, Jr., 113 Court Street, Chestertown, Maryland.

JAMES J. WHITE III
James J. White, III
Attorney for Defendants

DECREE PRO CONFESSO
Filed Nov. 23, 1966

THELMA B. SMITH
et als

VS

LESTER SMITH
et als

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

Equity No. 4802

DECREE PRO CONFESSO

The above entitled cause having been filed September 26, 1966, and Answers to the Bill of Complaint having been filed by all Defendants except one, Howard Smith, in which they did not contest the allegations contained in the Bill of Complaint; and no answer having been filed in this cause gy the said Howard Smith, although service was had upon him, and the return day for filing such Answers was October 18th, 1966,

IT IS THEREUPON this 23rd day of November, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiffs are entitled to relief in thepremises and tha theBill of Complaint be and is hereby taken pro confesso against said Defendants, but because it does not appear to what relief the Plaintiff is entitled, it is further ADJUDGED AND ORDERED that leave be granted to the Plaintiffs to take testimony before one of the Standing Examiners of this Court.

THOS J KEATING JR.
Judge

ORDER TO STRIKE APPEARANCE
Filed Nov. 29, 1966

THELMA B. SMITH
5712 Carter's Land,
East Riverdale, Maryland,

ELIZABETH S. FUGITT,
4204-53rd Avenue
Bladensbury, Maryland,

MABEL D. SMITH,
Worton, Maryland,

WILLIAM R. SMITH, and
MARY Q. SMITH, his wife,
Worton, Maryland,

ROBERT L. SMITH, and
DOROTHY C. SMITH, his wife,
Worton, Maryland

DOROTHY S. BOYD , and
GEORGE J. BOYD, her husband,
Galena, Maryland,

EDWARD ALLEN SPRY, minor, by
EVELYN ALLEN SPRY, his mother
and next friend,
Arden, North Carolina,

DONALD E. SMITH, and
KATHRYN F. SMITH, his wife,
7300-16th Place
Adelphi, Maryland,

DORIS EHLERS, AND
THOMAS EHLERS, her husband,
6011 Inwood Street,
Cheverly, Maryland,

JAMES H. BYRON, and
DOLORES ANN BYRON, his wife,
521 Delone Avenue,
McSherrystown, Pennsylvania,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

vs.

EQUITY No. 4802

LESTER SMITH, and
MARGARET H. SMITH, his wife,
Kennedyville, Maryland,

HOWARD SMITH, and
PATRICIA C, SMITH, his wife,
31 N. Wood Drive,
Timonium, Maryland,

WILLIAM L. SPRY, JR., and
PHYLLIS T. SPRY, his wife,
Still Pond, Maryland,

WILLIAM G. SMITH, and
MARY SMITH, his wife,
Chesterrown, Maryland.

ORDER TO STRIKE APPEARANCE

MR. CLERK:

Please strike my appearance in the above caption matter.

JAMES J. WHITE, III
James J. White, III
Attorney At Law
Rasin Building
Chestertown, Maryland

I HEREBY CERTIFY, that on this 18th day of November, 1966, I delivered a copy of the aforegoing Order To Strike My Appearance to A. Parks Rasin, Jr., 113 Court Street, Chestertown, Maryland.

JAMES J. WHITE, III
James J. White, III
Attorney At Law

ORDER TO ENTER APPEARANCE FOR
THE DEFENDANTS
Filed Nov. 29, 1966

THELMA B. SMITH, et al * IN THE CIRCUIT COURT FOR

vs. * QUEEN ANNE'S COUNTY

LESTER SMITH, et al * Equity No. 4802

* * * * * * *

MR. CLERK:

Please enter my appearance for the Defendants, William G. Smith and Mary Smith, his wife, in the above-entitled case.

JAMES E. THOMPSON,
James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland
758-0877
Attorney for the Defendants

Testimony and Exhibits
Filed Dec. 5, 1966

THELMA B. SMITH, et al. * IN THE CIRCUIT COURT FOR

vs. * QUEEN ANNE'S COUNTY

LESTER SMITH, et al. * IN EQUITY No. 4802

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of A. Parks Rasin, Jr., Solicitor for the Complainants, did, at the office of J. Thomas Clark, 114 North Commerce Street, Centreville, Maryland, on Friday, November 25, 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 property 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

The first witness, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: Please give me your name, address and occupation.

A: Thelma B. Smith, 5712 Carter's Lane, East Riverdale, Maryland, I am a teacher.

Q: Is there any prior or pending litigation between you and the Defendants in this suit:

A: No.

Questions by Mr. Rasin:

Q: You are a plaintiff in this case, are you not?

A: Yes.

Q: What relation to you was Blair L. Smith?

A: My brother.

Q: When did he die?

A: February 11, 1966.

Q: Did he leave any last will?

A: Not that we know of.

Q: Was he possessed of certain real estate at the time of his death?

A: Yes, my nother had left the farm to him and me equally.

Q: So that he had a one-half interest in a farm?

A: Yes.

Q: Would you describe the location of this farm?

A: It is in the Seventh Election District of Queen Anne's County, Maryland, and it is in more than one tract. It is known as Lillingston Castle and Partnership addition on the road from Church Hill to Round Top and on the road from Chestertown to Crumpton, adjoining lands of S. E. Ford and others, and that contains 116 acres and 2 roods, more or less, and Partnership Addition, adjoining the rract just described, containing 24 acres. The other parcel is on the same public road on up toward McGinnis Corner, adjoining lands of Sears and containing 31 acres and 1 rood, more or less.

Mr. Rasin: Offered into evidence is Deed from Harrison W. Vickers, Attorney, to Bertha B. Smith, recorded in Land LiberB.H.T. No. 4, folio 334, of Queen Anne's County, and I ask that it be marked Examiner's Exhibit No. 1 to this testimony.

Q: So that do I understand that you own a one-half interest in this farm in your own name and the other one-half interest is owned by the heirs of your late brother, Blair L. Smith?

A: Yes.

Q: With respect to the one-half interest belonging to Blair L. Smith, would you tell us who those heirs are?

A: Besides myself, who is a fil sister, the heirs are half brothers and sisters and their heirs. Elizabeth S. Fuggitt, sister, who is single; Irving F. Smith, brother, who died on February 2, 1966, whose heirs are his widow, Mable D. Smith, and son, William R. Smith, and wife, Mary Q. Smith; William G. Smith, half brother, who is married to Mary Smith; the heirs of Hopper Smith, who are Lester Smith, nephew, married to Margaret H. Smith, Howard Smith, nephew, married to Patricia C. Smith, Robert L. Smith, nephew, married, to Dorothy C. Smith, and Dorothy S. Boyd, neice, married to George J. Boyd; two grandnephews

who are William L. Spry, Jr., married to Phyllis K. Spry, and Edward Allen Spry, a minor, who is single; the heirs of John Smith, who are Donald E. Smith, nephew, married to Kathryn F. Smith, and Doris Ehlers, neice, married to Thomas Ehlers; and the heirs of Homer Smith, who are James H. Byron, nephew, married to Dolores Anne Byron.

Q: You mentioned one minor, Edward Allen Spry, are there any other heirs who are minors?

A: No.

Q: Who were appointed administratrices of the estate of Blair L. Smith?

A: My sister, Elizabeth S. Fugitt, and myself Thelma B. Smith.

Q: When was that and in what Orphans' Court?

A: In the Orphans' Court for Queen Anne's County on February 15, 1966.

Mr. Rasin: Offered into evidence is certificate of the Register of Wills of Queen Anne's County and I ask that it be marked Examiner's Exhibit No. 2 to this testimony.

Q: On that same date was Notice to Creditors issued by the Orphans' Court?

A: Yes it was.

Q: Was Mable D. Smith appointed administratrix of her husband, Irging G. Smith's estate?

A: Yes.

Q: In what Orphans' Court and what date?

A: She was appointed in the Orphans' Court for Kent County on June 21, 1966.

Q: And was Notice to Creditors issued from that Court on his estate?

A: Yes it was.

Mr. Rasin: Offered into evidence is Certificate of the Register of Wills of Kent County and I ask that it be marked Examiner's Exhibit No. 3 to this testimony.

Q: In your opinion, is this real estate susceptible of partition without loss and injury to the parties? In other words, would it be divided so that all parties could get a lot without loss or injury to all people involved?

A: Yes, I feel it is not susceptible to partition without injury and loss to the parties.

Q: And in your opinion, is this suit necessary in order that a division may be made to the various parties?

A: Yes.

The second witness, having been duly sworn, did depose and say:

Questions by Mr. Rasin:

Q: What is your name?

A: George F. Scheeler.

Q: And your occupation?

A: Realtor.

Q: Mr. Scheeler, how long have you engaged in the real estate business?

A: Approximately 18 years.

Q: Your offices are where?

A: Kent County.

Q: How long have you engaged in the real estate business in Kent County and Queen Anne's County?

A: For about 18 years.

Q: Have you had occasion to sell a number of farms during this period?

A: I have and I am familiar with land values in this area, or the area of Kent and Queen Anne's Counties.

Q: Who have you made appraisals for during this period?

A: I have made appraisals for Orphans' Court, theFederal Government, the State roads both for and against, for insurance companies, for gasoline companies and for private individuals.

Q: Are you familiar with the farm in this case?

A: Yes.

Q: Will you describe this property?

A: The total acreage is approximately 171 acres, which is as I know it two parcels. In fact, I owned a property adjoining this farm. It is on the road leading from Chestertown to the McGinnis Corner road and the first parcel contains approximately 142 acres. The other has about 31 acres to it and that is up the road less than a half a mile distance from the main property, the parcel that has the building on it.

Q: Are both tracts on the McGinnis Corner road?

A: Yes, and the Round Top road, The 31 acres tract is just on the McGinnis Corner road.

Q: Please describe the buildings on the main tract?

A: There is a dwelling house, a milk house, a meat house, a garage and loft shed, a grainery, a cow barn and cow shed stable together, a stock shed, a box stall, three silos, and a new milk house. They are all frame except the milk houses and silos.

Q: Do you know the tillable acreage?

A: I understand about 165 tillable acres.

Q: What is you estimate of the market value of this entire property, as to the one-half interest now owned by the heirs of the late Blair L. Smith?

A: My estimate or appraisement of this farm as to the one-half interest is somewhere between $45,000.00 and $50,000.00.

Q: Do you consider that this property is susveptible of partition without material loss and injury to the parties involved?

A: No, because this is considered a farmand the way it is located, you couldn't cut it up. I believe there would be a big loss to cut it up in small parcels.

Q: And would you say that the sale of this property is the only manner in which these heirs could realize their several interests?

A: It would bring a loss of money if it was divided into small lots and I feel definitely that for all concerned that a sale would be the best way to get the highest price out of the property, that is a sale of the entire property.

Q: In your opinion, is it possible to divide this farm up into lots so that these heirs would have a more valuable interest?

A: To get the highest value out of this land, it should be sold as a whole.

Q: Would this land lend itself to a subdivision?

A: No, it is a farm and has always be a farm.

The Third witness, having been duly sworn, did depose and say:

Questions by Mr. Rasin:

Q: Please give your name, address and occupation.

A: Dorothy E. Connolly, Centreville, Maryland, I am the Register of Wills of Queen Anne's County.

Q: In reference to the estate of Blair L. Smith, which I believe is your case number 3830, do you have filed in this case a real estate appraisement on the one-half interest of Blair L. Smith in certain property on the McGinnis Corner road?

A: We do.

Q: Would you describe the real estate or the interest of Mr. Smith, which was appraised therein?

A: One-half interest in all that farm containing 171 acres of land, more or less, situate, lying and being in the Seventh Election District of Queen Anne's, County, Maryland, on the road from Chestertown to Crumpton, Land Liber B.H.T. No. 4, folio 334 and will of Bertha B. Smith, Liber E.C.W. No. 1, folio 269.

Q: Who were the appraisers of this estate?

A: Joe Rudnick, who I understand is a real estate man and auctioneer, and John M. Wright, who I understand is a farmer.

Q: What was the date that appraisal was filed in this case?

A: October 4, 1966.

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 Complainants, as follows, to wit:

B. Hackett Turner, Examiner ----------$10.00
Betty M. Comegys, Stenographer,
for taking and transcribing the testimony $15.00

And I do further certify that said testimony was commenced at 2:00 o'clock p.m. and was completed at 2:45 o'clock p.m., or a period of forty-five minutes.

B. HACKETT TURNER
Examiner

DECREE
Filed Jan. 3, 1967

THELMA B. SMITH,
et als

BS.

LESTER SMITH,
et als

In the circuit Court for

Queen Anne's County, Maryland.

Equity No. 4802

DECREE

THIS cause standing ready for hearing and being submitted without argument the Bill of Complaint and other proceedings were read and considered,

IT IS THEREUPON on this 3rd day of January, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court ADJUDGED, ORDERED and DECREED that the real estate owned by the heirs of Blair L. Smith, deceased, and also by Thelma B. Smith mentioned and described in these proceedings be sold, it appearing to the Court that said lands are not susceptible of partition without material loss and injury to the parties entitled to interest therein, and that A. Parks Rasin Jr. be and he is hereby appointed Trustee to make said sale.

And it is further ADJUDGED, ORDERED and DECREED as follows:

(a) That before proceeding to make any sale hereunder the said Trustee shall first file with the Clerk of this Court 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 Ninety Thousand Dollars if a corporate surety be given, and in double that amount of 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 said Trustee shall proceed to make the said sale, having given at least three week's notice by advertisement inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner and terms of sale.

(c) That as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual Order Nisi without which (and the due publication thereof) the sale hereinbefore 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 a good and sufficient deed to be executed and acknowledged by him agreeably 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.

(3) And the said Trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause, such usual commissions to the said Trustee as the Court allows when said Trustee shall have discharged his trust.

THOS J KEATING JR.
Judge

ADDITIONAL TESTIMONY
Filed Feb. 8, 1967

THELMA B. SMITH, et al.

vs.

LESTER SMITH, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4802

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of A. Parks Rasin, Jr., Solicitor for the Complainants, did, at the office of the Register of Wills for Queen Anne's County, Courthouse, Centreville, Maryland, on Monday, February 6, 1967, at 3:30 o'clock p.m., the witness and stenographer having been previously sworn, proceeded to take the additional testimony of Dorothy E. Connolly; 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 the witness, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

B. HACKETT TURNER
Examiner

The witness, upon being recalled, having previously been sworn, did depose and say:

Questions by Mr. Rasin:

Q: Miss Connolly, you are the Register of Wills for Queen Anne's County, are you not?

A: Yes, I am.

Q: And you are familiar with the estate of Blair L. Smith, are you not?

A: Yes, I am.

Q: You know who the heirs are and that there is a one-half interest in the farm forming the real estate in this estate that is owned by some twenty-two heirs, do you not?

A: Yes, I am familiar with these facts.

Q: And further the fact that one of these persons having an interest in the farm is a minor, is that not correct?

A: Yes, one is a minor.

Q: Knowing these circumstances, do you deem it to be to the best interest and advantage of the said minor, Edward Allen Spry, that this farm be sold?

A: Definitely it would be to the minor's best interest and advantage. The minor has an interest together with some twenty-one other heirs in a one-half interest in this farm and the farm could not possibly be operated o the advantage of the monor in this kind of situation and there is no question but that it is to his best interest and advantage that it be sold, as well as the best interest and advantage of all of the other heirs of Blair L. Smith, who have an interest in this farm.

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 Complainants, as follows, to wit:

B. Hackett Turner, Examiner ------- $10.00

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

And I do further certify that said testimony was commenced at 3:30 o'clock p.m. and was completed 3:50 o'clock p.m., or a period of twenty minutes.

B. HACKETT TURNER
Examiner

AMENDED DECREE
Filed Feb. 10, 1967

THELMA B. SMITH, et als
VS.
LESTER SMITH, et als

In the Circuit Court for
Queen Anne's County, Maryland.
Equity No. 4802

AMENDED DECREE

THIS CAUSE standing ready for hearing and being-resubmitted without argument, the Bill of Complaint and other proceedings, including additional testimony, were read and considered,

IT IS THEREUPON on this 10th day of February, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court ADJUDGED, ORDERED and DECREED that the real estate owned by Thelma B. Smith and the heirs of Blair L. Smith, deceased, mentioned and described in these proceedings be sold, it appearing to the Court that said lands are not susceptible of partition without material loss and injury to the parties entitled to interest therein, and furthermore that said sale would be to the interest and advantage of the parties entitled to interest therein, including the minor party in interest, and that A. Parks Rasin, Jr., Esq. be and he is hereby appointed Trustee to make said sale.

And it is further ADJUDGED, ORDERED and DECREED as follows:

(a) That before proceeding to make any sale hereunder the said Trustee shall first file with the Clerk of this Court 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 Ninety Thousand Dollars, if a corporate surety be given and in double that amount of personal surety be given, conditioned for the fa thful 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 said Trustee shall proceed to make the said sale, having given at least three week's notice by advertisement inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner and terms

of sale.

(c) That as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual Order Nisi without which (and the due publication thereof) the sale hereinbefore 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 a good and sufficient deed to be executed and acknowledged by him agreeably 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.

(e) And the said Trustee shall being into this Court the money arising from said sale to be disposed of under the direction of this Court after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause, such usual commissions to the said Trustee as the Court allows when said Trustee shall have discharged his truct.

GEORGE B. RASIN JR.
Judge

CERTIFIED COPY OF BOND
Filed March 16, 1967

IN THE CIRCUIT COURT OF QUEEN ANNE COUNTY

STATE OF MARYLAND

CHANCERY NO. 4802

Thelma B. Smith, et al)
)
versus (BOND OF TRUSTEE TO SELL
)
Lester Smith, et al)

as Principal and

KNOW ALL MEN BY THESE PRESENTS: That we, A. Parks Rasin, Jr./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 Ninety Thousand and 00/100----- Dollars ($90,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 15th day of March in the year of our Lord one thousand, nine hundred and sixty-seven.

WHEREAS THE ABOVE BOUNDEN A. Parks Rasin, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne Co. has been appointed trustee to sell property mentioned in the proceedings in the case of

Thelma B. Smith, et al

versus

Lester Smith, et al

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden 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.

ELIZABETH ROLLISON

A. PARKS RASIN, JR. (SEAL)
A. Parks Rasin, Jr.

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK

Corporate Seal

By MICHAEL E. BADOLATO
Michael E. Badolato, Attorney

Security approved and Bond filed March 16, 1967.

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 179, 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 16th day of March, in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL, Clerk

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed May 4, 1967

TRUSTEE'S SALE
OF VALUABLE REAL
ESTATE

NEAR CHESTERTOWN, IN THE SECOND
ELECTION DISTRICT OF QUEEN ANNE'S
COUNTY, MARYLAND.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, Maryland, in Equity, the undersigned, as Trustee, will offer for sale at Public Auction, AT THE FARM, on the McGinnis Corner Road (Maryland Rt. #544) leading from Chestertown to Millington, on

FRIDAY, MARCH 17th, 1967

at 11 o'clock a.m., the following described real estate:

ALL THAT FARM known as THE BLAIR SMITH FARM located on the South side of the McGinnis Corner public road approximately 3 1/2 miles East of Chestertown at the intersection of said road with the Kibler's Corner Road, bounded on the South and West by lands now or formerly of William M. Coles, on the North by the said McGinnis Corner Road, and on the East by the said Kibler's Corner or Baxter Road, and containing 165 acres of land, more or less. This farm is made up of two parcels, the main part being located at Kibler's Corner, and a smaller parcel of about 25 acres being also on the South side of Route #544 approximately 7/10th of a mile eastwardly from the main parcel. Being the same lands described in deed from Harrison W. Vickers, Attorney, to Bertha B. Smith dated November 18, 1925 and recorded among the Land Records for Queen Anne's County, Maryland in Liber B.H.T. No. 4, folio 334, etc., and which lands were, upon the death of the said Bertha B. Smith on July 23, 1961, devised unto Blair L. Smith and Thelma B. Smith,

This property is improved by 2 1/2 story frame dwelling house, new milk house, meat house, garage and loft shed, granary, cow barn and cow shed stable, stock shed, box stalls, three solos and other outbuildings.

This farm is well located on an excellent road and is practically all clear, open land, mostly Sassafras sandy loam.

TERMS OF SALE: One-third of the purchase price by cash or certified check on day of sale, and balance, with interest at 6% within ten days of final ratification of sale by said Court or all cash or certified check on day of sale, at option of the purchaser. Real estate taxes to be adjusted on day of final settlement. Possession upon final settlement. Title papers and revenue stamps at the expense of the purchaser.

A. PARKS RASIN, JR. Trustee
113 Court Street,
Chestertown, Maryland.
Telephone: 778-3515

HARRY RUDNICK & SONS, INC.
Sales Managers
JOE RUDNICK, AUCTIONEER

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 24, 1967

THE RECORD-OBSERVER CORPORATION, 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 in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 17 day of March 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2 day of March, 1967, and the last insertion on the 16 day of March 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

REPORT OF SALE
Filed May 4, 1967

THELMA B. SMITH, et als — In the Circuit Court for

Vs. — Queen Anne's County, Maryland.

LESTER SMITH, et als — CHANCERY NO. 4802

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of A. Parks Rasin, Jr., Trustee appointed on the 10th day of February, 1967, by this Honorable Court for the purpose of making sale of the hereinafter described real estate, respectfully shows:

That in conformity with the authority and power of sale granted unto by Decree of this Court, and after having given bond with security for the

faithful performance of his trust and after giving notice of the time, place, manner and terms of public sale by advertisement inserted in the Record-Observer, a Newspaper printed and published in Queen Anne's County aforesaid for at least once in each week for three successive weeks, the first such publication not less than fifteen (15) days prior to sale and the last such publication not more than one week prior to sale, in accordance with Certificate of Publication of the Advertisement of Sale attached hereto and made a part hereof, did pursuant to said notice, offer said real estate at public sale, at the site of said real estate on the McGinnis Corner Road (Route $544) about 3-1/2 miles East of Chestertown, in Queen Anne's County, Maryland, on Friday, March 17th, at 11:00 o'clock A.M., being all that farm more recently known as The Blair Smith Farm located on the South side of the McGinnes Corner public road at the intersection of said road with the Kibler's Corner Road, which farm contains 165 acres of land, more or less; this farm being made up of three parcels and described as follows, to wit:

FIRST: All that farm or tract of land situated in the 7th Election District of Queen Anne's County, Maryland, composed of two tracts called "Lillingstons' Castle," "Partnership Addition", on road from Church Hill to Round Top and on road from Chestertown to Crumpton, adjoining lands of S.E. Ford and others, containing 116 acres, 2 roods, more or less.

SECOND: All that lot or tract of land called "Partnership Addition" adjoining the above described tract of land, containing 24 acres, more or less.

THIRD: All that lot or parcel of land situate in the 7th Election District of Queen Anne's County, a part of the tract called, "Lillingstons" Castle" described above as No. 1, but not immediately adjoining the same and adjoining the lands of Mrs. Klinefelter, containing 31 acres, 1 rood, more or less.

BEING the same lands described in deed from Harrison W. Vickers, Attorney, to Bertha B. Smith dated November 18, 1925 and recorded among the LandRecords for Queen Anne's County, Maryland in Liber B.H.T. No. 4, folio 334, & c., and which lands were, upon the death of the said Bertha B. Smith on July 23, 1961, devised unto Blair L. Smith and Thelma B. Smith.

Your Trustee, in spite of the advertising in the Record-Observer as hereinabove set forth, and like advertising in the Kent County News, a newspaper printed and published in Kent County, Maryland, as well as smaller advertisements in thirteen other newspapers throughout the farming areas of New Jersey, Pennsylvania and Delaware as well as Maryland, and in spite of thefact that the sale was well attended, received an insufficient bid for the hereinbefore described property, the highest bid having been $61,000.00, withdrew the sale and sold the property at private sale for a total sum of $76,828.00 as follows: Parcels FIRST and SECOND, containing 140 acres of land, more or less, were sold unto Guy L. Carter and Mary H. Carter, his wife, of Rockville, Maryland, for the sum of $68,000.00, per copy of Sales Agreement attached hereto and made a part hereof, and Parcel THIRD containing 31 acres, 1 rood, more or less, (actually containing 26.513 acres, more or less, shown on survey made by J. B. Metcalfe, April 1967, copy attached hereto) was sold to Henry Sears, Chino Farms, Chestertown, Maryland, for the sum of $8,828.00, per copy of Sales Agreement attached hereto and made a part hereof; the aforesaid parcels were sold privately by your Trustee and not ghrough a real estate agent, and the total amount realized would correspond to a price in excess of $80,000.00 through a real estate broker; the sales price received was the highest bid offered your Trustee for the property and although the property had been listed with a number of real estate brokers no bids had been received throgh them; furthermore the sales price received for this property, which is assessed for tax purposes at $22,667.00, was considered adequate by one of the parties to this cause, Thelma B. Smith, who owned a one-half interest in the property, the other one-half being owned by some fifteen different parties.

And your Trustee further reports that the said Guy L. Carter and Mary H. Carter, his wife, have made a down payment of $7,000.00on the purchase price of their parcels and the said Henry Sears has made adown payment of $1,000.00 on the purchase price on the purchase of his parcel, and he deems the sale to have been fairly made and prays the usual order thereon.

Respectfully submitted,

A. PARKS RASIN, JR.
A. Parks Rasin, Jr., Trustee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 3d day of May, 1967, personally appeared before me, a Notary Public in and for the State and County aforesaid, A. Parks Rasin, Jr., Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of real estate are true to the best of his knowledge, information and belief, and that said sale was fairly made.

As Witness my hand and seal.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison,
Notary Public.

Notary
Public
Seal

My commission expires July 1st, 1967.

SALES CONTRACT — MARYLAND

Low Reporter Blank No. 263

April 11, 1967

Received from GUY CARTER and MARY CARTER

a deposit of Seven Thousand Dollars ($ 7,000.00)

to be applied as part payment of the purchase of ~~Lot [illegible] in Block [illegible], with [illegible]~~ SEE REVERSE FOR DESCRIPTION

in the State of Maryland, upon the following terms of sale:

Total price of property ~~Sixty-five Thousand and~~ Sixty eight thousand no/100 - *Dollars* ($68,000.00).

The purchaser agrees to pay ~~Sixty-five Thousand and~~ Sixty eight thousand no/100 - *Dollars* ($68,000.00)

cash at the date of conveyance, of which sum this deposit shall be a part.

~~*The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on the premises of* ..... *Dollars ($* ..... *) due* ....., *19*....., *bearing interest at the rate of* ..... *per cent per annum, payable* .....~~

~~*The balance of deferred purchase money is to be secured by a* ..... *deed of trust on said property, to be paid in monthly installments of* ..... *Dollars ($* ..... *) or more, including interest at the rate of* ..... *per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.*~~

~~Trustees in all deeds of trust are to be named by the parties secured thereby.~~

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact ~~subject, however, to covenants, conditions and restrictions of record if any~~; otherwise said deposit to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water, rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. ~~If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.~~

Examination of title, tax certificate, conveyancing, notary fees, State Revenue Stamps, Real Property Transfer Tax (where applicable), survey where required and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser. Federal Revenue Stamps to be expense of seller; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title ~~and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.~~

Within thirty (30) days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. ~~In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.~~

Settlement is to be made at the office of John W. Sause, Jr., atty., Centreville, Md. (Name of Broker) ~~or at the Title Company searching the title~~, and deposit with ~~the Title Company or with~~ John W. Sause, Jr. (Name of Broker) of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: None

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free hereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to None (Name of Broker) his agent, a commission amounting to $. None, and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by A. Parks Rasin, Jr., Trustee (Name of Broker) until settlement hereunder is made.

The principals of this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns. This contract, made in multiple counterparts, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

..... *Agent.*

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract. Property is to be conveyed in the name or names of ~~X~~ as designated by Purchasers.

..... *Purchaser* ..... *Seller*

..... *Purchaser* ..... *Seller*

Date of Acceptance:

April 18th, 19 67.

Filed May 4. 1967

1. The property hereby sold is that property known as Parcel One (1) of The Blair Smith Farm, containing approximately 140 acres, located at Kibler's Corner, bounding on McGinnes Corner Road approximately 3 1/2 miles east of Chestertown, Maryland, being part of the lands described in a deed recorded among the Land Records of Queen Anne's County, Maryland, in Liber B.H.T. No. 4, at folio 334, together with all the improvements thereon.

2. The purchasers shall have the option, at their expense, to have the property surveyed. In the event the survey discloses that the property hereby sold contains less than 120 acres, the purchasers shall have the option to declare the sale off and to receive a refund of their deposit.

2A. The parties hereto further agree that this agreement is subject to and conditioned upon ratification of this sale by the Circuit Court for Queen Anne's County, Maryland (Chancery No. 4802) and final settlement shall be had within 30 days following such ratification. In the event this sale is not ratified by said Court purchasers shall be refunded their down payment made hereunder.

The Washington Law Reporter Company
Cafritz Building, Washington 6, D. C.

REAL ESTATE

BETWEEN

Owner

AND

Purchaser

, 19

MARYLAND

Sales Contract

3. The release of existing encumbrances, if any, shall be at the cost of the sellers.

4. The terms of this contract shall survive the execution and delivery of the deed hereunder.

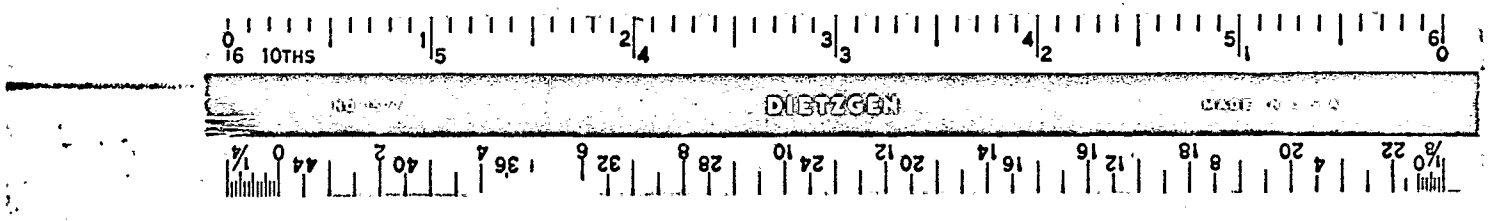
Guy L. Carter
Guy Carter

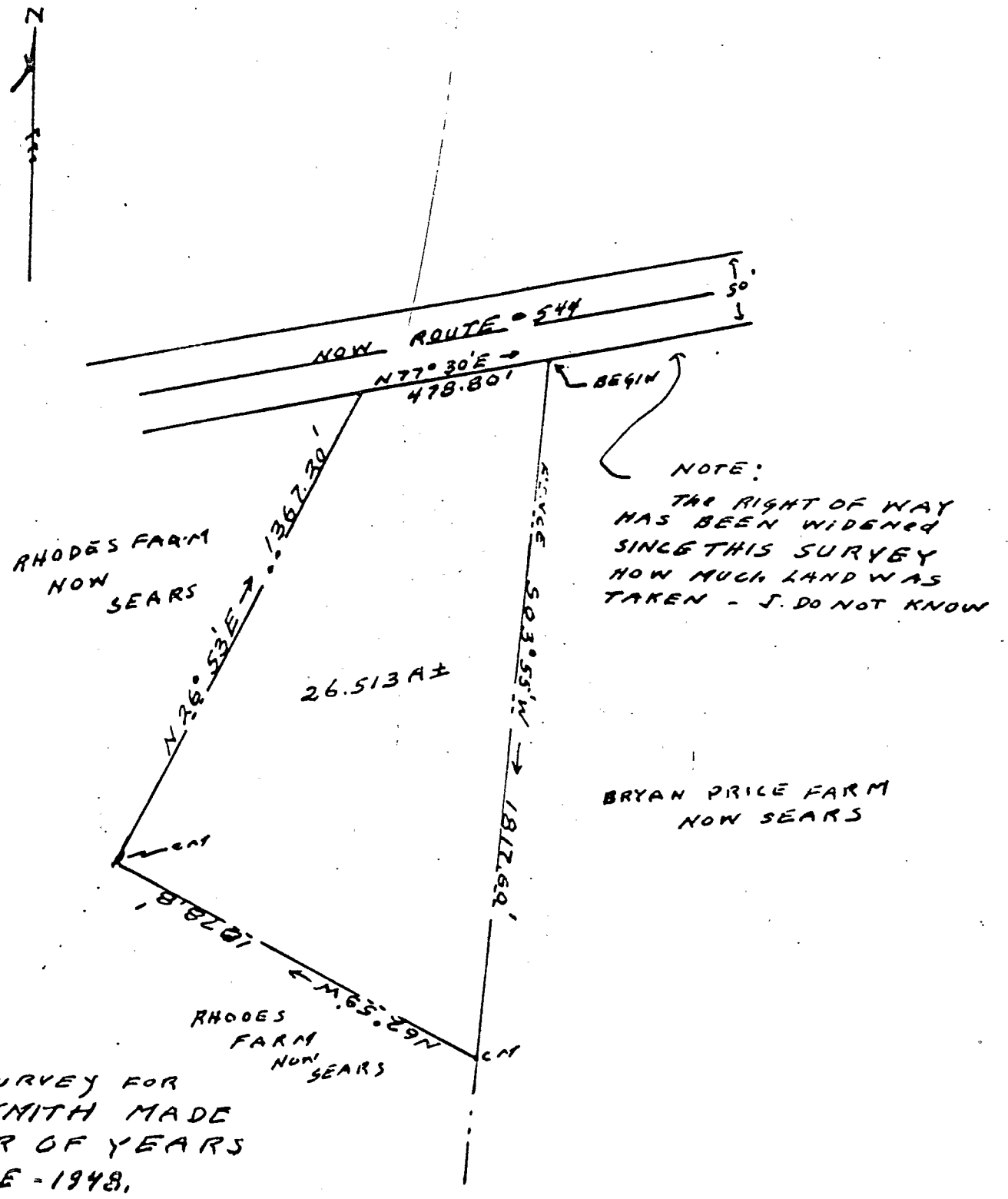
Mary H. Carter
Mary Carter

Purchasers

A. Clark Hoen, Jr.
Trustee

Sellers





FROM A SURVEY FOR BLAIR L. SMITH MADE A NUMBER OF YEARS AGO MAYBE - 1948.

BLAIR L. SMITH

TRACT OF LAND WITHIN THE BOUNDS OF THE HENRY SEARS LANDS KNOWN AS THE ROLAND PRICE FARM OR MARKLEY FARM IN THE 7TH ELECT. DIST. OF QUEEN ANNE'S CO. MD.
SCALE: 1" = 400' APRIL - 1967.

S. B. Metcalf, Engr.
Chestertown, Md

THIS AGREEMENT, Made this 20th day of April, nineteen hundred and sixty-seven, between A. Parks Rasin, Jr., Trustee, (Chancery Case No. 4802, Circuit Court for Queen Anne's County, Maryland), of the first part and Henry Sears, Chino Farms, Queen Anne's County, Maryland, 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, being on the Southerly side of Maryland Route #544 (McGinnis Corner Road), approximately 7/10ths of a mile Eastwardly along said Rt. #544 for a distance of 478.8 feet, more or less, and bounded on the West by other Sears lands for a distance of 1367.2 feet, more or less, on the South by other Sears lands for a distance of 1078.8 feet, more or less, and on the East by other Sears lands for a distance of 1817.6 feet, more or less, containing 26.513 acres of land, more or less; Saving and Excepting, therefrom, however, a fee taking of 1.29 Acres acquired by the Maryland State Roads Commission in widening of said Rt. #544 in 1960, leaving a net acreage being sold by this agreement of 25.223 acres, more or less, Being a part of those lands conveyed by deed of Harrison W. Vickers, Attorney, to Bertha B. Smith, by deed of November 18, 1925, recorded among the Land Records for Queen Anne's County, Maryland in Liber B.H.T. No. 4, folio 334, and which were upon the death of the said Bertha B. Smith on July 23, 1961, devised by her last will to Thelma B. Smith, her daughter, and Blair L. Smith, her son. Subject to any public utility rights of way or State Roads easements.

At and for the price of Eight Thousand Eight Hundred Twenty-Eight ($8,828.00) Dollars, of which One Thousand ($1000.00) Dollars

A. PARKS RASIN, JR.
ATTORNEY AT LAW
113 COURT STREET
CHESTERTOWN, MD. 21620

778-3515

have been paid prior to the signing hereof and the balance to be paid as follows: Upon date of final settlement and passing of deed, which shall be within thirty (30) days from date of final ratification of this sale by the Circuit Court for Queen Anne's County, Maryland.

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 date of final settlement.

It is understood and agreed between the parties hereto that this sale is subject to and conditioned upon final ratification by the Circuit Court for Queen Anne's County, Maryland, and in the event this sale is not ratified by said Court, party of the second part shall be refunded the down payment made hereunder.

The provisions of this agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

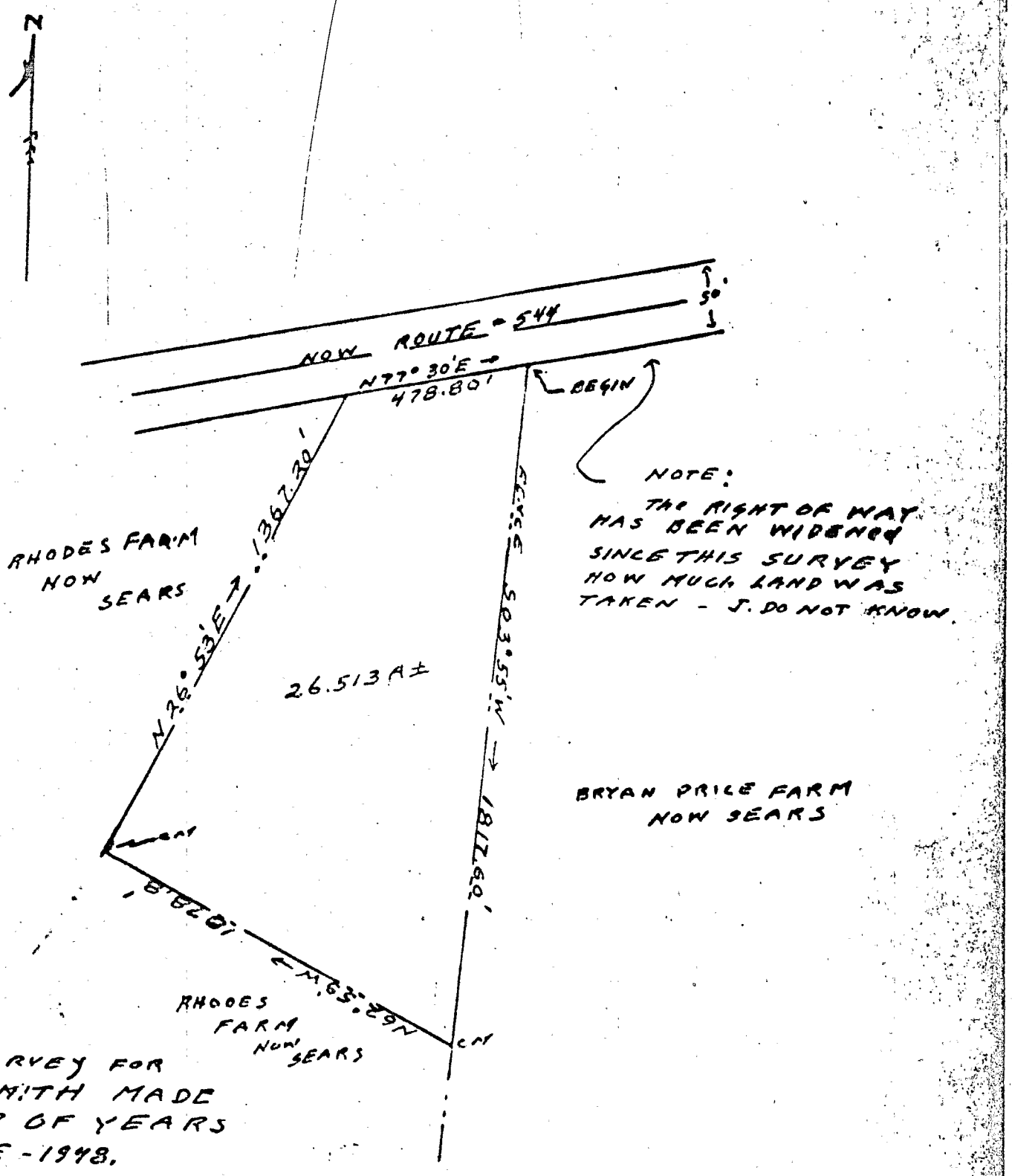
Elizabeth L. Rollison — A. Parks Rasin Jr. (SEAL)
A. Parks Rasin, Jr., Trustee
SELLER

Andre Coulon — Henry Sears (SEAL)
Henry Sears
BUYER

Filed May 4. 1967

A. PARKS RASIN, JR.
ATTORNEY AT LAW
113 COURT STREET
CHESTERTOWN, MD. 21620

778-3515


N
NOW ROUTE - 544
50'
N77° 30'E
478.80'
BEGIN
NOTE:
THE RIGHT OF WAY HAS BEEN WIDENED SINCE THIS SURVEY HOW MUCH LAND WAS TAKEN - I DO NOT KNOW.
RHODES FARM NOW SEARS
N76° 53'E 1362.30'
26.513A±
S 03° 55' W 1811.60'
BRYAN PRICE FARM NOW SEARS
N 63° 29' E 882.01'
RHODES FARM NOW SEARS
CM
FROM A SURVEY FOR BLAIR L. SMITH MADE A NUMBER OF YEARS AGO MAYBE - 1948.
BLAIR L. SMITH
TRACT OF LAND WYTHIN THE BOUNDS OF THE HENRY SEARS LANDS KNOWN AS THE ROLAND PRICE FARM OR MARKLEY FARM IN THE 7TH ELECT. DIST. OF QUEEN ANNE'S CO. MD.
SCALE: 1" = 400'
APRIL - 1967.
J. B. Metcalf, Engr.
Chestertown, Md.

ORDER NISI ON SALE
Filed May 4, 1967

ORDER NISI ON SALE

Thelma B. Smith, et al)
)
vs. (In the Circuit
)
Lester Smith, et al) for Queen Anne's County
In Equity

Cause No. 4802

ORDERED, this 4th. day of May, 1967, that the sale of the real property, made and reported in this cause by A. Parks Rasin, Jr., Trustee, be ratified and confirmed, on or after the 5th. day of June, 1967, 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 29th. day of May, 1967.

The report states the amount of sales to be $76,828.00.

CHARLES W. CECIL, Clerk

Filed May 4, 1967

TESTIMONY
Filed Aug. 9, 1967

THELMA B. SMITH

vs.

LESTER SMITH

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4802

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of A. Parks Rasin, Jr., Solicitor for the Complainant, did, at the office of J. Thomas Clark, 118 North Commerce Street, Centreville, Maryland, on Friday, July 28, 1967, at 11:00 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.

B. HACKETT TURNER
B. Hackett Turner
Examiner

The first witness, having been duly sworn, did depose and say:

Questions by Mr. Rasin:

Q: Please state your name.

A: Elizabeth Fugitt.

Q: Mrs. Fugitt, you are one of the parties to the Equity Cause No. 4802 in the Circuit Court for Queen Anne's County, pertaining to the partition sale of the Blair L. Smith farm, are you not?

A: Yes.

Q: You were also one of the administrators of the estate of Blair L. Smith in the Orphans' Court for Queen Anne's County, were you not?

A: Yes.

Q: Do I understand your address is 4202 53rd Avenue, Bladensburg, Maryland?

A: That is correct.

Q: What position do you hold?

A: I am principal of an elementary school in Prince Georges County.

Q: What relation was Blair L. Smith to you?

A: Half brother.

Q: Do I understand that when your step-mother, Bertha B. Smith, died on July 23, 1961, that she left the farm which is the subject of these proceedings by will one-half to Thelma B. Smith, a daughter, and one-half to Blair L. Smith, a son?

A: Yes. Blair L. Smith and Thelma B. Smith were the only children of Bertha B. Smith and John C. Smith, her husband. All the rest of us shown on the chart, myself, Irving, William, Hopper, John C., Homer and Louise Spry were children of John C. Smith and Mary Elizabeth Smith, who was our mother. Our mother died first and our father remarried to Bertha B. Smith.

Q: Are all of the children of John C. Smith and Mary Elizabeth Smith shown on the chart with the exception of a sister, Edith Smith, who died without a will in the early part of the 1920's and left no heirs?

A: Yes.

Q: Am I also correct in my understanding the Blair L. Smith, the son of Bertha B. Smith, died February 11, 1966?

A: Yes.

Q: Did he leave a will?

A: No, he did not.

Q: Was he married at the time of his death?

A: No.

Q: Did he leave issue?

A: No.

Q: I hand you a chart showing family tree of Bertha B.Smith and showing that she died July 23, 1961, and left Thelma B. Smith, a daughter, and Blair L. Smith, a son, and that Thelma B. Smith, acquired a one-half interest in this farm by will and Blair L. Smith acquired a one-half interest in the farm by will and that upon Blair L. Smith's death, intestate on February 11, 1966, that his share would descend to his heirs and that this would be divided among eight different families. Will you please study this chart and advise me if this is correct?

A: Yes.

A: Yes.

Q: The chart shows that Thelma B. Smith would acquire a 1/16 interest as an heir of Blair L. Smith, being a sister, is that correct?

A: Yes.

Q: And it also shows that you would acquire a 1/16 interest as being a half sister of Blair L. Smith, is that correct?

A: Yes.

Q: With respect to your interest, do I understand that you are an adult, widow, and that there are no children

A: Yes.

Q: In the case of Irving F. Smith, which the chart shows to be an adult, half brother of Blair L. Smith, acquiring a 1/16 interest as such, is it correct that he died April 2, 1966, leaving no will and leaving no will and leaving a widow, Mabel D. Smith, and one son William R. Smith, an only child, who is married to a Mary Smith? Is this information correct?

A: Yes.

Q: In the case of William G. Smith, whom the chart shows is an adult half brother of Blair L. Smith and would inherit a 1/6 share as such, can you verify that William G. Smith is such and that he is married to a Mary Smith?

A: Yes.

Q: In the case of Hopper Smith, the chart shows that he was a half brother of Blair L. Smith and as such would have inherited a 1/16 share in the farm and that he died October 26, 1937, intestate leaving four children a Lester Smith, son, who intermarried with Margaret H. Smith; a Howard Smith, who intermarried with Patricia C. Smith; a Robert L. Smith, son, who intermarried with a Dorothy C. Smith; and a Dorothy S. Boyd, a daughter, who intermarried with a George J. Boyd, and that there were no other children. Is the chart correct in showing this information with reference to the Hopper Smith family?

A: Yes.

Q: The chart also shows that John C. Smith was a half brother of Blair L.Smith and as would have inherited a 1/16 interest in the farm, that he died February 17, 1944, leaving as his heirs, Donald E. Smith, a son, who intermarried with Catherine F. Smith, and Doris Ehlers, a daughter, who intermarried with Thomas Ehlers, and that there were no other children or heirs of John C. Smith. Is the chart correct with respect to the family of John C. Smith?

A: Yes.

Q: The chart also shows that Homer S. Smith was a half brother of Blair L. Smith and as such would have inherited a 1/6 interest in this farm and that he died August 22, 1950, without leaving a will and that he left as his only heir a son, James Byron, whose name was changed from James Smith to James Byron when he was legally adopted December 21, 1950, in the Kent County Circuit Court, and that he intermarried with a Dolores Ann Byron, and that there were no other children, is this chart correct with respect to the family of Homer S. Smith?

A: Yes.

Q: The chart also shows that Louise S. Spry was a half sister of Blair L. Smith and as such would have been entitled to a 1/16 interest in the farm, and that she died December 6, 1956, leaving a son, William L.Spry and no other children, and that William L. Spry died September 19, 1963, leaving two sons, William L. Spry, Jr., who intermarried with a Phyllis K. Spry, and Edward Allen Spry, a minor, who was born September 24, 1947, and who is single and that there were no other children

of their father William L. Spry, Is the chart correct with respect to the family of Louise S. Spry?

A: Yes.

Q: Have all parties having an interest in the Blair L. Smith farm been made parties to this suit?

A: Yes, they have.

Q: Now to explain the variance of names, do I understand that your name was Elizabeth Smith and that you intermarried with Edward D. Fugitt, who died March 17, 1966?

A: Yes.

Q: With respect to James Byron, I believe that you have testified that his name was changed from James Smith to James Byron when he was legally adopted, which explains his name?

A: Yes.

Q: I believe from your testimony that we have established that there is one minor, who has an interest in this farm and that is Edward Allen Spry, who is now 19 having been born September 24, 1947, and that he is not married at this time. Is this correct?

A: Yes.

Q: Is it your opinion that the real estate in these proceedings is not susceptible to division among the many parties having an interest therein without injury and loss to such parties and that this suit was necessary in order that the farm may be sold and a division made among the various parties having an interest therein?

A: That is correct.

Q: Do you believe that it is to the best interest and advantage to the parties having an interest in this entire farm, including Edward Allen Spry, a minor, that the farm be sold and that the proceeds be divided among the parties involved?

A: Yes.

Q: Two contracts have been entered into by me as Trustee for the sale of this farm, subject to ratification by the Circuit Court for Queen Anne's County, Maryland, at a total price of $76,828.00. State whether or not you feel this represents a fair and adequate purchase price for this entire farm?

A: Yes.

Q: Are you familir with the fact that after extensive advertising in local and out-of-state newspapers, a public sale was held on March 17, 1967, that the sale was well attended and that the highest bid on the entire farm at that time was $61,000.00?

A: Yes.

Q: I show you one of the two contracts of sale, the one entered into by me as Trustee with Guy Carter and Mary Carter, his wife, which purports to cover 140 acres of land for the sum of $68,000.00. Can you identify this as the main part of the farm where the buildings are located and as being also the same parcels described in the deed of Harrison W. Vickers, Attorney, to your step-mother, Bertha B. Smith, dated November 18, 1925, as parcels first and second?

A: Yes.

Q: I show you the other contract of sale, the one entered into by me as Trustee with Henry Sears, which purports to cover the sale of 25,223aacres of land, more or less, for the sum of $8,828.00. Can you identify this as the remainder of the farm which is separate from the main part of the farm and lies further up the McGinnis Corner public road and is described in the said deed to your step-mother as parcel third?

A: Yes.

The second witness, having been duly sworn, did depose and say:

Questions by Mr. Rasin:

Q: Please state your name.

A: George F. Scheeler:

Q: Mr. Scheeler on November 25, 1966, you gave testimony in this case wherein you set forth your qualifications as a realtor. At that time you testified to the fact that you were familiar with the farm in this case, otherwise known as the Blair Smith farm, and you described the farm in detail. At that time you also gave your estimate or appraisement as to a one-half interest in this farm as somewhere between $45,000.00 and $50,000.00. Since that time have you had cause to revise this estimate?

A: Yes.

Q: Are you familiar with the fact that this farm was offered for sale at public

auction on March 17, 1967?

A: Yes.

Q: Do you know the highest bid upon this entire farm at that time?

A: Yes, it was $61,000.00.

Q: Was the sale well advertised to your knowledge?

A: Yes, in the local Kent and Queen Anne's County papers and also out-of-state it was advertised.

Q: Was the sale well attended to your knowledge?

A: Yes.

Q: Since the date of that sale I, as Trustee, entered into a contract of sale which is subject to and conditioned upon ratification by the Circuit Court for Queen Anne's County, Maryland, dated April 11,1967, accepted April 18, 1967, with Guy Carter and Mary Carter, covering 140 acres, more or less, with sale price of $68,000.00. This is the main part of the farm with the building. This covers Parcels 1 and 2 as described in a deed from Harrison W. Vickers, Attorney, to Bertha B. Smith, dated November 18,1925, a certified copy of which is filed in these proceedings. It is also the tract firstly described in advertisement of public sale of this property, acertified copy of which is also filed in these proceedings. State whether or not you feel this price represents a fair and adequate purchase price for this tract, and why?

A: Yes, at the present time I feel like that averages approximately $485.00 an acre and for the size of the farm and condition of the buildings on this farm, I would consider this a fair and adequate price of this 140 acres at this time.

Q: Since the date of the auction sale I have also entered into a contract of sale which is subject to and conditioned upon ratification by the Circuit Court for Queen Anne's County, Maryland, dated April 20,1967, with Henry Sears, covering the remaining parcel of this farm, containing 25,223 acres, more or less, after the State Road taking has been deducted, with sale price of $8,828.00. This covers parcel 3 as described in the above mentioned deed, and is the parcel secondly described in advertisement of sale. Do you feel this price represents a fair and adequate price for this tract, and why?

A: Yes, I do. It is a small tract of land and I know some of it is low and wet. It isn't what we call first class tillable land and has no improvements and also for the size and location of the land and it averaging $350.00 per acre, I believe that this is a just and fair price.

Q: Taken together, do you believe the total purchase price under these contracts, of $76,828.00, represents a fair and adequate price for this entire farm?

A: Yes, I do especially in view of the fact that there is no real estate commissions involved.

Q: Do you believe that this entire farm is susceptinle of division without material loss and injury to the parties having an interest therein?

A: No, I feel like it would be impossible to divide it among the many heirs.

Q: Do you believe that the sale of this entire farm is the only manner in which the parties having an interest therein could realize their several interests?

A: Yes.

Q: Do you believe that it would be to the best inerest and advantage of each of the parties having an interest in this farm, including one minor child, Edward Allen Spry, that the farm be sold and the proceeds divided?

A: Yes.

Mr. Rasin: Introduced into evidence is this chart showing family tree of Bertha B. Smith and I ask that it be marked Examiner's Exhibit No. 4 to this testimony.

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:

Betty M. Comegys, Stenographer ----$10.00

B. Hackett Turner, Examiner --------- $10.00

And I do further certify that said testimony was commenced at 11:00 o'clock a.m. and was completed at 11:45 o'clock a.m., or a period of forty-five minutes.

B. HACKETT TURNER
Examiner

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EXAMINER'S EXHIBIT No. 4

BERTHA B. SMITH, WIDOW, DIED 7/23/61
(husband, John C. Smith, died 2/12/37) ——— (first wife, Mary E. Smith, died 4/14/07)
(left eight children listed below)

WILL
ECW 1 - 269

9/16 1/2 - Thelma B. Smith (daughter)
Plaintiff

1/16 - SISTER

Blair L. Smith (son - unmarried & without issue)
died intestate 2-11-66

1/16
Elizabeth S. Fugitt, Plaintiff
adult half-sister - widow
(Edward D. Fugitt, husband died 3/17/66)

1/16
Irving F. Smith
adult half-brother
died 4/2/66
intestate
(Adm. Estate Kent Co.,Md. #3233)

1/48 - Mabel D. Smith, Plaintiff
widow Admx.

1/24 - William R. Smith, son
(only child)
(Mary Smith, wife)
Plaintiffs

1/16
William G. Smith
adult half-brother
(Mary Smith - wife)
Defendant

1/16
Hopper Smith
half-brother
died 10/26/37 intestate
(Adm. Estate, Kent Co. #1488)
1/64 - Lester Smith (son)
(Margaret H., wife)
Defendants
1/64 - Howard Smith (son)
(Patricia C.,wife)
Defendants
1/64 - Robert L. Smith, (son)
(Dorothy C., wife)
Plaintiffs
1/64 - Dorothy S. Boyd, (daughter)
(George J., husband)
Plaintiffs
(no other children)

1/16
John C. Smith
half-brother
died 2/17/44

1/32 - Donald E. Smith,(son)
(Kathryn F.,wife)
Plaintiffs

1/32 - Doris Ehlers (daughter)
(Thomas, husband)
Plaintiffs
(No other children)

1/16
Homer S. Smith
half-brother
died 8/22/50
intestate
(Adm.Kent Co. #2280)

1/16 - James Byron,son
(name changed & legally adopted 12/21/50 - Kent Co. Adoption #17
(Dolores Ann, wife)
Plaintiffs

(No other children)

1/16
Louise S. Spry
half-sister
died 12/6/56

William L. Spry, son, died 9/19/63
(No other children)

1/32 William L. Spry, Jr.,grandson
(Phyllis K.,wife)
Defendants

1/32 Edward Allen Spry, grandson
(Minor born 9/24/47, single)
Plaintiff
(No other children)

(No interest)
Edith S. Emerson
half-sister,
died in 1923 - No surviving heirs.
(Husband, S. Hackett Emerson, died 1/27/52
No children)

Filed Aug 9, 1957

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THELMA B. SMITH,
et als
VS
LESTER SMITH,
et als

In the Circuit Court for
Queen Anne's County, Maryland

Equity No. 4802

PETITION AND DECREE OF COURT TO SELL AT PRIVATE SALE

Now Comes A. Parks Rasin, Jr., Trustee, and represents unto the Court as follows:

1. That by Amended Decree bearing date the 10th day of February, 1967, he was appointed by this Honorable Court as Trustee for the purpose of making sale of the real estate owned by Thelma B. Smith and the heirs of Blair L. Smith, deceased, mentioned and described in these proceedings.

2. That such Decree did not expressly authorize a private sale of said premises, and furthermore did not in fact authorize or sanction a private sale of the said real estate at less than the appraised value thereof.

3. That said Decree did provide for a public sale of said real estate and did specify the procedure to be followed in accomplishing the same, i.e. the posting of sufficient bond, adequate advertising, reporting the sale, etc.

4. That pursuant to such authority your Trustee did qualify by posting the required bond and did proceed to advertise said real estate adequately as required, and in fact did advertise sale of the premises at public auction more extensivly than required, pursuant to which the property was offered at public auction on Friday, March 17th, 1967.

5. That in spite of the fact that the sale was well attended, the highest bid received for the property was $61,000.00, which figure was deemed insufficient by your Trustee, and the property was withdrawn from the sale.

A. PARKS RASIN, JR.
ATTORNEY AT LAW
113 COURT STREET
CHESTERTOWN, MD. 21620
778-3515

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6. Your Trustee thereafter made every effort, through real estate brokers and otherwise, to sell the property at a fair and adequate sale price, as a result of which he has found two separate purchasers for the two separate tracts making up the property to be sold, and has entered into two separate contracts of sale, each subject to and conditioned upon ratification by this Honorable Court, as follows: Contract dated April 11, 1967, accepted April 18, 1967, with Guy Carter and Mary Carter, covering 140 acres of land, more or less, at and for a purchase price of $68,000.00. A second contract dated April 20, 1967, with Henry Sears, covering the remaining 25.223 acres of land, more or less, which is separate from and does not adjoin the main tract of 140 acres, at and for a purchase price of $8,828.00. Total purchase price for the two parcels, under these two contracts of sale is $76,828.00, as against a high bid at public auction of $61,000.00.

7. That testimony produced prior to obtaining authority to sell said property under decree of this Honorable Court contained an estimated value of between $45,000.00 and $50,000.00 for a one-half interest in said property, but that following the response at the public auction and the taking of other factors in consideration, the realtor who made such estimate has re-considered his evaluation of this property and as will show from later testimony taken in these proceedings, it is now his opinion that the total figure of $76,828.00 as represented by the two contracts of sale entered into by your Trustee, is a fair and adequate purchase price for said property.

8. That said price of $76,828.00 would be a net figure to be received, the sales having been made directly by your Trustee and not through a real estate broker, and would correspond

A. PARKS RASIN, JR.
ATTORNEY AT LAW
113 COURT STREET
CHESTERTOWN, MD. 21620

778-3515

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to a figure in excess of $80,000.00 if such sales had been made through a real estate broker and commissions were required to be paid thereon.

9. That although your Trustee had listed said property with a number of real estate brokers no bids had been received through them.

10. That this property is assessed for tax purposes at a total figure of $22,667.00.

WHEREFORE, your Trustee petitions this Honorable Court to decree the private sale of the real estate in these proceedings to Guy Carter and Mary Carter for $68,000.00, and to Henry Sears for $8,828.00, per the aforementioned contracts of sale, copies of each of which are attached hereto and made a part hereof.

And as in duty bound, etc.

A. Parks Rasin, Jr., Trustee

Filed Aug. 10, 1967

A. PARKS RASIN, JR.
ATTORNEY AT LAW
113 COURT STREET
CHESTERTOWN, MD. 21620

778-3515

DECREE OF SALE AT
PRIVATE SALE
Filed Aug. 10, 1967

THELMA B. SMITH,
et als

VS

LESTER SMITH,
et als

In the Circuit Court for

Queen Anne's County, Maryland

Equity No. 4802

DECREE OF SALE AT PRIVATE SALE

This cause standing ready for hear ng and being submitted without argument, the Bill of Complaint and other proceedings, including Petition to sell at private sale, having been read and considered,

IT IS THEREUPON on this 9th day of August, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the aughority of said Court ADJUDGED, ORDERED and DECREED that the real estate owned by Thelma B. Smith and the heirs of Blair L. Smith, deceased, mentioned and described in these proceedings be sold, it appearing to the Court that said lands are not susceptible of partition wothout material loss and injury to the parties entitled to interest therein, and furthermore that said sale would be to the interest and advantage of the parties entitled to interest therein, including the minor party in interest, and that A. Parks Razin, Jr., Esq., be and he is hereby appointed Trustee to make said sale.

And it is further ADJUDGED, ORDERED and DECREED as follows:

(a) That said Trustee, having already qualified by giving the required bond, and having already duly advertised said property for sale at public auction, and said public auction having resulted in an insufficient bid and withdrawal of the property from sale, all as reported to this Honorable Court by said Trustee, and in view of the other matters set forth in Petition ot this Court for authority to sell at private sale, shall proceed to sell the same as follows: By complying with the contract of sale dated April 11, 1967, accepted Aprio 18, 1967, with Guy Carter and Mary Carter, and sell-ing unto them at and for the purchase price of $68,000.00, all that tract as referred to in said contract of sale as Parcel One (1) of The Blair Smith Farm (which corresponds to Parcels FIRST and SECOND in deed from Harrison W. Vickers, Attorney, to Bertha B. Smith dated November 18, 1925, and hereinbefore referred to and filed in these proceedings) containing 140 acres of land, more or less, and by complying with the contract of sale dated April 20, 1967, with Henry Sears and selling unto him at and for the purchase price of $8,828.00, all that remaining tract of land in these proceedings, described in the aforementioned deed as Parcel THIRD and as containing 31 acres, 1 rood, more or less, but which lands actually contain 26.513 acres, more or less, per survey made by J. B. Metcalfe, April 1967, copy attached hereto, and which, after deduction of taking by the State Roads Commission, is reduced to 25.223 acres of land, more or less.

(b) That as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual Order Nisi without which (and the due publication thereof) the sale hereinbefore directed to be made shall not be final.

(c) 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 a good and sufficient deed to be executed and acknowledged by him agreeably to law, shall convey to the purchasers, his, her or their heirs and assigns the real estate so sold to him, her or 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.

(d) And the said Trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause, such usual commissions of the said Trustee as the Court allows when said Trustee shall have discharged his trust.

GEORGE B. RASIN, JR.
Judge

REPORT OF PRIVATE SALE
Filed Aug. 10, 1967

THELMA B. SMITH, et als

VS

LESTER SMITH, et als

In the Circuit Court for

Queen Anne's County, Maryland.

CHANCERY NO. 4802

REPORT OF PRIVATE SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of A. Parks Rasin, Jr., Trustee appointed on the 9th day of August, 1967, by this Honorable Court for the purpose of making sale of the hereinafter described real estate, respectfully shows:

That in conformity with the authoirty and power of sale granted unto him by decree of this Court dated the 9th day of August, 1967, did sell all

that real estate on the McGinnis Corner Road (Route $544) about 3-1/2 miles East of Chestertown, in Queen Anne's County, Maryland, being all that farm more recently known as The Blair Smith Farm located on the South side of the McGinnes Corner public road at the intersection of said road with the Kibler's Corner Road, which farm contains 165 acres of land, more or less; this farm being made up of three parcels and described as follows, to wit:

FIRST: All that farm or tract of land situated in the 7th Election District of Queen Anne's County, Maryland, composed of two tracts called "Lillingstons" Castle," "Partnership Addition", on road from Church Hill to Round Top and on road from Chestertown to Crumpton, adjoining lands of S.E. Ford and others, containing 116 acres, 2 roods, more or less.

SECOND: All that lot or tract of land called "Partnership Addition" adjoining the above described tract of land, containing 24 acres, more or less.

THIRD: All that lot or parcel of land situated in the 7th Election District of Queen Anne's County, a part of the tract called, "Lillingstons' Castle" described above as No. 1, but not immediately adjoining the same and adjoining the lands of Mrs. Klinefelter, containing 31 acres, 1 rood, more or less.

BEING the same lands described in deed from Harrison W. Vickers, Attorney, to Bertha B. Smith dated November 18,1925 and recorded among the Land Records for Queen Annes County, Maryland in Liber B.H.T. No. 4, folio 334, &c., and which lands were, upon the death of the said Bertha B. Smith on July 23, 1961, devised unto Blair L. Smith and Thelma B. Smith.

Your Trustee did sell at private sale for a total sum of $76,828.00 as follows: Parcels FIRST and SECOND, containing 140 acres of land, more or less, were sold unto Guy L. Carter and Mary H. Carter, his wife, of Rockville, Maryland, for the sum of $68,000.00, per copy of Sales Agreement filed in these proceedings, and Parcel THIRD containing 31 acres 1 rood, more or less, (actually containing 26.513 acres, more or less, shown on survey made by J. B. Metcalfe, April 1967, copy filed in these proceddings) was sold to Henry Sears, Chino Farms, Chestertown, Maryland, for the sum of $8,828.00 per copy of Sales Agreement filed in these proceedings.

And your Trustee further reports that the said Guy L. Carter and Mary H. Carter, his wife, have made a down payment of $7,000.00 on the purchase price of their parcels and the said Henry Sears has made a down payment of $1,000.00 on the purchase price on the purchase of his parcel, and he deems the sales to have been fairly made and prays the useal order thereon.

Respectfully submitted,

A. PARKS RASIN JR.
A. PARKS RASIN, JR., Trustee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of August, 1967, personally appeared before me, a Notary Public in and for theState and County aforesaid, A. Parks Rasin, Jr., Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of real estate are true to the best of his knowledge, information and belief, and that said sale was fairly made.

As Witness my hand and seal.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison, Notary Public
My commission expires July 1st, 1969.

Notary
Public
Seal

CERTIFICATE OF ORDER NISI ON SALE
Filed August 10, 1967

ORDER NISI ON SALE

Thelma B. Smith, et al

vs.

Lester Smith, et al

In the Circuit Court

for Queen Anne's County
In Equity

Cause No. 4802

ORDERED, this 10th. day of August, 1967, that the sale of the real property, made and reported in this cause by A. Parks Rasin, Jr., Trustee, be ratified and confirmed, on or after the 11th. day of September, 1967, unless cause to the contrary thereof be previously shown; probided a opy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of each of three successife weeks before the 4th. day of September, 1967.

The report states the amount of sales to be $76,828.00.

CHARLES W. CECIL Clerk

Filed August 10, 1967

AFFIDAVIT OF PURCHASERS
Filed Sept. 13, 1967

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

THELMA B. SMITH, et al. :

VS. : CHANCERY NO. 4802

LESTER SMITH, et ux., et al. :

AFFIDAVIT OF PURCHASERS
GUY L. CARTER and MARY H. CARTER

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY that on this 25th day of August, 1967, before me, the subscribner, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GUY L. CARTER, purchaser of an undivided 38% interest in and to the tract of land described in the report of sale herein as Parcels First and Second, and MARY H. CARTER, purchaser of the remaining undivided 62% interest in said Parcels First and Second, and made oath in due form of law as follows:

1. That neither they nor either of them acted as agent for anyone in said sale.

2. That no other persons are interested as principals in said purchase.

3. That neither they nor either of them has directly or indirectly discouraged anyone from bidding for said property.

GUY L. CARTER
Guy L. Carter

MARY H. CARTER
Mary H. Carter
Affiants

AS WITNESS my hand and Notarial seal.

Notary
Public
Seal

GLENDEL N. WEBB
Notary Public

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed Sept. 13, 1967

ORDER NISI ON SALE

Thelma B. Smith, et al
vs.
Lester Smith, et al

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

Cause No. 4802

ORDERED, this 4th day of May, 1967, that the sale of the real property, made and reported in this cause by A. Parks Rasin, Jr., Trustee, be ratified and confirmed, on or after the 5th day of June, 1967, 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 29th day of May, 1967.

The report states the amount of sales to be $76,828.00.

CHARLES W. CECIL, Clerk

Filed: May 4, 1967
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Sept. 13, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certifythat the NISI #4802 in the case of SMITH VS SMITH 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 29 day of MAY, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day MAY 1967, and the last insertion on the 18 day of May, 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

THELMA B. SMITH
et als

VS

LESTER SMITH, et als

In the Circuit Court for
Queen Anne's County, Maryland
Equity No. 4802

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, KENT COUNTY, to wit:

Henry Sears, of Queen Anne's County, State of Maryland, being first duly sworn, on oath says:

That I am the purchaser under a private sale, which said sale has been reported to the Circuit Court for Queen Anne'a County, Maryland, in Equity No. 4802, and in compliance with Paragraph b 3, of Rule BR 6, of the Maryland Rules of Procedure, I do certify that:

(1) I did not act as agent for anyone.

(2) There is no one else known to me who is interested as principal in and to the property.

(3) I have not, directly or indirectly, discouraged anyone from bidding for the said property.

HENRY SEARS
Henry Sears

I HEREBY CERTIFY, that on this 11th day of September, 1967, before me, the subscriber, a Notary Public of the State of Maryland, Kent County, aforesaid, personally appeared Henry Sears, being the above named purchaser, and he made oath in due form of law that the above statement is true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal:

Notary
Public
Seal

ELIZABETH C. ROLLISON
Notary Public.

FINAL ORDER OF RATIFICATION
Filed Sept, 13, 1967

THELMA B. SMITH
et als

VS

LESTER SMITH,
et als

In the Circuit Court for
Queen Anne's County, Maryland.
Equity No. 4802

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 13th day of September, 1967, that the sale of the real estate made and reported in this cause by A. Parks Rasin, Jr., Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi, and the said A. Parks Rasin, Jr., Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

THOS J. KEATING JR.
Judge

REPORT OF AUDITOR
Filed Oct 2. 1967

THELMA B. SMITH, et al.,

vs.

LESTER SMITH, et al.,

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY No. 4802

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 A. Parks Rasin Jr., Trustee, who was by decree of this Court of February 10, 1967, appointed such Trustee by amended decree of this Court 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 the said Trustee is charged with the proceeds of sale and is allowed thereafter his commissions for making said sale, the court costs, the several advertising costs, the charges of the auctioneer, the seller's pro rate share of state and county taxes, the Trustee's bond premium on the

corporate surety bond, the expert witness fee, and the fee of your Auditor for stating this account, and the balance was directed to be distributed as to one-half to the owner and the other one-half to the heirs of the decedent, less collateral inheritances taxes of the State of Maryland, which was directed to be paid to the Queen Anne's County Register of Wills.

Respectfully submitted,

J THOMAS CLARK
Auditor

Cause No. 4802

The proceeds of the sale of real estate reported in this cause, in account with A. Parks Rasin, Jr., Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said lands).

Cr.

1967
Sept. 13 By proceeds of the sale of lands, per report of sale of said vendor, to wit: - ---------- $76,828.00

Dr.

To A. Parks Rasin, Jr., Trustee his commissions for making said sale, per Order of Court ----------		$ 3,991.40
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:		
1-Costs of Chas. W. Cecil, Clerk-	$137.35	
2-Costs of Sheriff of Kent Co.---	4.00	
3-Costs of Sheriff of Balto. Co.-	4.00	
4-Appearance fee of A. Parks Rasin, Jr., Attorney ----------	10.00	
5-Appearance fee of James J. White, III, Attorney ----------	10.00	
6-Costs of B. H. Turner, Examiner	30.00	
7-Costs of Betty M. Comegys, Steno	35.00	230.35
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 Queen Anne's Record-Observer, per statement exhibited, to wit:		
1-Publishing Advertisement of Sale----------	$ 71.25	
2-Publishing two Order Nisi of Sale ----------	28.00	99.25
To do., for an amount due Kent County News, per statement exhibited, for publishing advertisement of sale---------		58.00
To do,, for an amount due Harry Rudnick & Sons, Inc., Auctioneer, as follows:		
1-Fee for crying sale ----------	$192.07	
2-Miscellaneous expense----------	7.93	
3-Miscellaneous advertising------	179.47	379.47
To do., for an amount due Fidelity & Casualty Co. of New York, for the corporate surety bond of the Trustee, filed in this cause ----------		360.00
To do., for an amount due George F. Scheeler, real estate broker, for an appraisal and testifying in this cause, per statement exhibited, to wit:----		50.00
To do., for an amount paid William R. Wilson, III, Treasurer, as seller's share of 1967-68 taxes on the real estate sold in these proceedings, per settlement sheet exhibited, to wit:--------		119.88
To J. Thomas Clark, Auditor, for stating this account and mailing the required notices, the sum of ----------		300.00
To amount to be carried forward for distribution to Thelma B. Smith and the heirs at law of Blair L. Smith, deceased, the sum of ------	71,214.65	$76,828.00
	$76,828.00	

October 2, 1967

Auditor

Cr.

By balance carried forward for distribution to Thelma B. Smith and the heirs at law of Blair L. Smith, deceased------- $71,214.65

Dr.

To Thelma B. Smith, a one-half interest of the same, as a tenant in common holder in fee of an undivided one-half interest, the sum of ----------$35,607.33

To balance carried forward for distribution to the heirs at law of Blair L. Smith, deceased, the sum of ---------- 35,607.32
$71,214.65 $71,214.65

Cr.

By balance carried forward for distribution to the heirs at law of Blair L. Smith, deceased ---------- $35,607.32

Dr.

To Dorothy E. Connolly, Register of Wills, as payment of the collateral inheritance tax in the sum of 7½% on the above amount, the sum of ----------$2,670.55

To Thelma B. Smith, a one-eighth interest of the same, the sum of ---------- 4,117.09

To Elizabeth S. Fugitt, a one-eighth interest of the same, the sum of ---------- 4,117,09

To William G. Smith, a one-eighth interest of the same, the sum of ---------- 4,117.09

To James Byron, a one-eighth interest of the same, the sum of ---------- 4,117.10

To William L. Spry, Jr., a one-half of one-eighth interest of the same, the sum of ---------- 2,058.55

To Edward Allan Spry, a one-half of one-eighth interest of the same, the sum of ---------- 2,058.55

To Donald E. Smith, a one-half of one-eighth interest of the same, the sum of ---------- 2,058.55

To Doris Ehlers, a one-half of one-eighth interest of the same, the sum of ---------- 2,058.55

To Lester Smith, a one-fourth of one-eighth interest of the same, the sum of ---------- 1,029.27

To Howard Smith, a one-fourth of one-eighth interest of the same, the sum of ---------- 1,029.27

To Robert L. Smith, a one-fourth of one-eighth interest of the same. the sum of ---------- 1,029.28

To Dorothy S. Boyd, a one-fourth of one-eighth interest of the same, the sum of ---------- 1,029.28

To Mabel D. Smith, a one-third of one-eighth interest of the same, the sum of ---------- 1,372.37

To William R. Smith, a two-thirds of one-eighth interest of the same, the sum of ---------- 2,744.73 $35,607.32
$35,607.32

October 2, 1967

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Oct. 2, 1967

THELMA B. SMITH, et al.,

vs.

LESTER SMITH, ET AL.,

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 4802

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 30, 1967, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

A. Parks Rasin, Jr., Trustee
Chestertown, Maryland

Thelma B. Smith
5712 Carter's Lane
East Riverdale, Maryland

Mable D. Smith
Worton, Maryland

Robert L. Smith &
Dorothy C. Smith
Worton, Maryland

Edward Allen Spry
Arden, North Carolina

Doris Ehlers &
Thomas Ehlers
6011 Inwood Street
Cheverly, Maryland

Lester Smith &
Margaret H. Smith
Kennedyville, Maryland

Howard Smith
31 N. Wood Drive
Timonium, Maryland

William G. Smith &
Mary Smith
Chestertown, Maryland

James J. White, III, Atty
Chestertown, Maryland

Elizabeth S.Fugitt
4202-53rd Avenue
Bladensburg, Maryland

William R. Smith &
Mary Q. Smith
Worton, Maryland

Dorothy S. Boyd &
George J. Boyd
Galena, Maryland

Donald E. Smith &
Kathryn F. Smith
7300 - 16th Place
Adelphia, Maryland

James Byron &
Dolores Anne Byron
521 Delone Avenue
McSherrystown, Pennsylvania

Patricia C. Smith
Betterton, Maryland

William L. Spry, Jr. &
Phyllis K. Spry
Still Pond, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on October 2, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 17, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on October 18, 1967.

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed Oct. 2, 1967

Thelma B. Smith, et al.,)
)
VS. (
)
Lester Smith, et al.)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4802

ORDERED, this 2nd day of October , 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 18th day of October, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Oct. 2, 1967

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 ORDER TO DOCKET MORTGAGE FORECLOSURE was brought to be recorded, to wit:-

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife	*	IN THE CIRCUIT COURT
	*	FOR
	*	QUEEN ANNE'S COUNTY IN
	*	CHANCERY NO. 4714
	*	

ORDER TO DOCKET
(Mortgage Foreclosure Case)

Mr. Clerk:

Default having occurred in the terms thereof by reason of non-payment of the principal and interest of the notes secured by said mortgages when due as provided by the notes and the Addendum dated February 25, 1965, please docket this case and file therein CERTIFIED COPIES of the following:

1. Note dated March 27, 1963
2. Mortgage T.S.P. No. 71, folio 457 &c. dated March 27, 1963
3. Note dated May 18, 1964
4. Mortgage C.W.C. No. 8, folio 70 &c. dated May 18, 1964
5. Addendum C.W.C. No. 13, folio 327 &c. dated February 25,1965.

H. KENNETH MACKEY
H. Kenneth Mackey
Assignee
109 East Main Street
Elkton, Maryland 21921
Phone: 301-198-1390

431

CERTIFIED COPY OF NOTE
Filed July 29, 1965

2

$ 40,000.00 Elkton, Md. March 27th 1963

Payable $4,000.00 per year for 4 years commencing 1 year from date hereof and continuing each of next 3 years, balance payable 5 years after date, for value received, we jointly and severally promise to pay WILLIAM J. J. MANNING, JR. ~~THE PEOPLES BANK OF ELKTON~~, or order

FORTY THOUSAND and 00/100---------- Dollars
100

At its Banking House in Elkton, Maryland, with interest thereon from date @ 5% ; and do further hereby authorize and empower any attorney of any court of record in Maryland or elsewhere, to appear, either at or after maturity thereof for (me) (us) in any court of record or before any Justice of the Peace, and consent to the docketing of a case wherein (I) (we) shall be defendants, and to confess a judgment against (me) (us) in favor of the plaintiff for the above sum and interest thereon, with costs of suit and without stay of execution and with 10% commissions for collection, and do further waive all right to the benefit of any exemption laws of the State of Maryland or elsewhere, and also waive the benefit of the bankrupt laws of the United States.

And (I) (we) hereby deposit:

Mortgage of even date herewith upon 7 parcels of land situate in Seventh Election District of Queen Anne's County, Maryland.

as collateral security. The above collateral security and any heretofore or which may hereafter be deposited with said bank shall be applicable to secure the payment of this or any past or any future obligation or liability of the maker to said Bank, and all securities in its hands at any time shall stand as one general continuing collateral security for the whole or any part of (my) (our) obligations or liabilities to said bank, so that the deficiency on any one shall be made good from the collateral for the rest. (I) (we) hereby authorize and empower said Bank, on default of the payment when so due of this or any obligation of (mine) (ours) with a view to its liquidation and of all interests and costs thereon, at any time or times to sell, assign, transfer and deliver in whole or in part, without previous demand upon or notice to (me) (us), either at Broker's Board or at public or private sale, with the right of becoming the purchaser and absolute owner thereof, free of all trusts and claims and any equity of redemption, any or all of such securities, returning any surplus to (me) (us): but (I) (we) will still remain liable for any amount so unpaid with interest thereon.

WITNESS:

William J. O'Neill (SEAL)
William J. O'Neill

Cecilia M. O'Neill (SEAL)
Cecilia M. O'Neill

Having examined the original note, I certify this is a true copy of same.

Margaret R Joy
Notary Public
My commission expires: 7/1/67

Filed July 29, 1965.

3

432

WE, the endorsers named below, waive presentment, protest, demand of payment and notice of non-payment, and guarantee the payment of the within note at any time at or after maturity, and agree that all of the provisions therein shall apply to and bind us as though we were makers.

(SEAL) _____

(SEAL) _____

(SEAL) _____

I hereby transfer unto

John Palmer Smith, Atty. for

collection:

William J. J. Manning Jr

I hereby re-transfer this note to William J.J.Manning, Jr., without recourse. Dated Feb. 25th,1965

John Palmer Smith
Atty.,

FOR VALUE RECEIVED, I hereby transfer and assign the within note to The Peoples Bank of Elkton, without recourse.
Dated Feb. 25,1965.

William J. J. Manning Jr

The Peoples Bank of Elkton assigns this Note to H. Kenneth Mackey for collection July 28, 1965.

Attest: The Peoples Bank of Elkton

Helen M. Carroll
Secretary

By Argus F. Robinson
Argus F. Robinson
President

Having examined the original note, I certify this is a true copy of same.

Margaret R. Joy
Notary Public,
My commission exp. 7/1/67

MARGARET R. JOY NOTARY PUBLIC CECIL CO. MD.

4

CERTIFIED COPY OF MORTGAGE
Filed July 29, 1965

No. 49359
Re 13552 RECEIVED FOR RECORD Apr. 3, 1963

THIS PURCHASE MONEY MORTGAGE, Made this 27th day of March in the year nineteen hundred and sixty-three by and between WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife, Mortgagors of the City of Wilmington in the State of Maryland, of the first part, and WILLIAM J. J. MANNING, JR., Mortgagee, of the second part:

WHEREAS, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of FORTH THOUSAND DOLLARS ($40,000.00) upon their certain joint and several promissory note of even date herewith, bearing interest at the rate of five (5%) percent per annum, payable FOUR THOUSAND DOLLARS ($4,000.00) per year for four (4) years commencing one (1) year from the date hereof and continuing each of the next succeeding three (3) years and the balance shall be payable in full five (5) years from the date hereof together with interest at the rate of five (5%) percent per annym payable semi-annually: To secure the payment of which said note and all renewals thereof in whole or in part until said indebtedness be fully paid these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all thise several adjoining lots or parcels of ground situate and lying in the Seventy Election District of Queen Anne's County, Maryland on the Southerly side of the Chester River which were conveyed to the Mortgagors herein by deed of even date herewith from the Mortgagee herein and recorded or intended to be recorded among the Land Records of Queen Anne's County immediatley prior to the recording of these presents, to which said deed and the papers therein referred to reference is hereby made for a more particular and accurate description.

TOGETHER WITH the improvements thereon and the rights, ways, privileges and appurtenances thereto belonging or in any wise appertaining AND ESPECIALLY riparian rights in and to the Chester River, Rabbit Creek and any other waters touching the land hereinbefore conveyed.

SUBJECT TO the rights, if any, of others to the use of a 16 foot right of way, the center line of which binds upon the Fourth Call of Tract A, Parcel 1 aforesaid.

SUBJECT ALSO TO a Right of Way granted Choptank Electric Cooperative, Inc. on June 27, 1945 and recorded among said Land Records in Liber A.S.G.,Jr. No. 15, folio 378,

IT IS UNDERSTOOD AND AGREED: (1) That after one (1) year, but not sooner the Mortgagors may prepay this mortgage in part or entirety without penalty; and, (2) Upon sale and conveyance by the Mortgagors of any part of the land and premises herein the Mortgagors hereby covenant to apply one-quarter (1/4) of the sale proceeds to payment upon the mortgage and the Mortgagee covenants to join in the deed of conveyance to release the land conveyed (but no other) from the lien, legal operation and effect of this mortgage; and, (3) The Mortgagors are to have a thirty (30) day grace period as to payment date before the Mortgagee may institute foreclosure proceedings; and, (4) That the full amount of this mortgage is for the purchase of the property herein.

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

To Hane and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of FORTY THOUSAND and 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 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 Mortgagee, his personal representatives, or assigns, or H. Kenneth Mackey duly authorized Attorney or Agent of the said Mortgagee, his 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 Mortgagee, his executors, administrators or assigns hereunder whether the same shall have 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 or 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 Mortgagee, his personal representatives or assigns, or H. Kenneth Mackey, his or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of 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, 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 be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments 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 FORTY THOUSAND and 00/100 ----- dollars, and to caused 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 Mortgagee, his executors, administrators or assigns, to the extent of his or their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors the day and year first herein written.

TEST:

WILLIAM J. O'NEILL (SEAL)
William J. O'Neill

H KENNETH MACKEY

CECILIA M. O'NEILL (SEAL)
Cecilia M. O'Neill

STATE OF MARYLAND, COUNTY OF Cecil, ss:

I Hereby Certify, that on this 27th day of March in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Cecil aforesaid, personally appeared WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared WILLIAM J. MANNING, JR., the Mortgagee named in the foregoing Mortgage, 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.

Notary Public Seal

MARGARET R. JOY
Notary Public
My commission expires: 5/6/63

Partial Release of above Mortgage is recorded in Liber C.W.C. No. 5, folio 42, a Land Record Book for Queen Anne's County.

* For Foreclosure Proceedings of above Mortgage see Chy. No. 4661.

Rel0023 ASSIGNMENTS WERE BROUGHT TO BE RECORDED February 25, 1965.

FOR VALUE RECEIVED, I hereby transfer and assign the within and foregoing Mortgage and the not thereby secured unto John Palmer Smith, Attorney at law, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 22nd day of October, 1964.

Witness:

WILLIAM J. J. MANNING, JR. (SEAL)
William J. J. Manning

JEAN D. HAYMAKER

FOR VALUE RECEIVED, I hereny reassign the foregoing mortgage and the note thereby secured to William J. J. Manning, Jr., this 25th day of February, 1965, without recourse.

JOHN PALMER SMITH (SEAL)
John Palmer Smith
Attorney at Law.

FOR VALUE RECEIVED, I hereby assign the foregoing Mortgage to The Peoples Bank of Elkton this 25th day of February, 1965, without recourse

WILLIAM J. J. MANNING, JR.
William J. J. Manning, Jr.

Witness: H. Kenneth Mackey

ADDENDUM to above mortgage is recorded in Liber C.W.C. No. 13, folio 327.
For Further Assignment, See Folio 599 of this Liber.

William J. O'Neill and
Cecilia M. O'Neill, his wife

to

William J. J. Manning, Jr.

) Mortgage recorded in this Liber on
) folio 457.
)
) Consideration: $40,000.00
)
)

435

Re-12007
Queen Anne's County, to wit: Be it remembered that on the Twenty Ninth day of July, 1965, the following Assignment was filed for record, to wit:

The Peoples Bank of Elkton assigns this Mortgage and the note thereby secured to H. Kenneth Mackey for collection by foreclosure or otherwise. Witness its hand by the signature of its President with the corporate seal impressed duly attested by its Secretary this 28th day of July, 1965.

ATTEST: THE PEOPLES BANK OF ELKTON

HELEN M. CARROLL
Secretary.

Corporate Seal.

BY ARGUS F. ROBINSON
Argus F. Robinson, President

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 71, folio 599, 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 29th day of July in the year nineteen hundred and sixty-five.

Circuit Court Seal

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF NOTE
Filed July 29, 1965

4

Secured by Second Mortgage bearing even date herewith

$ 10,000.00 Post Office ..... May 18th, 19 64

No. .....

$ .....

On September 1, 1964 ~~after date~~ we for value received, ... jointly and severally promise to pay to William J. J. Manning, Jr., ... or order

DUE

Ten Thousand 00/100 Dollars

100

at Queenstown Bank of Maryland

with all costs and 15 per centum commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

with privilege of pre-payment in full without penalty.

William J. C. Hall (SEAL)

Carolyn B. Hall (SEAL)

..... (SEAL)

..... (SEAL)

Having examined the original note, I certify this is a true copy of same.

MARGARET R. JOY NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Margaret R Joy
Notary Public
My commission expires: 7/1/67

Filed July 29. 1965

436

For value received, we hereby jointly and severally guarantee the payment of the within note at maturity, and the costs and commissions incident to the collection; and if not paid at maturity, we further agree to pay ten percentum commission for collecting same, and we do hereby confess judgement to be entered by proper official at any time after maturity for the amount then due hereunder with all exemptions waived.

I hereby transfer unto

John Palmer Smith, Atty., for

collection.

William J. J. Manning, Jr.

I hereby re-transfer this note to William J. J. Manning, Jr., without ~~xxxxxx~~ recourse.

Dated this 25th day of February, 1965

John Palmer Smith

John Palmer Smith, Atty.,

FOR VALUE RECEIVED, I hereby transfer and assign the within note to The Peoples Bank of Elkton, without recourse.

Dated this 25th day of February, 1965.

William J. J. Manning, Jr.

William J.J. Manning, Jr.,

The Peoples Bank of Elkton assigns this Note to H. Kenneth Mackey for collection July 28, 1965.

ATTEST:

The Peoples Bank of Elkton

By Argus F. Robinson

Secretary

Argus F. Robinson, President

Having examined the original note, I certify this is a true copy of same.

Margaret R. Joy

Notary Public

My commission expires: 4/1/67

MARGARET R. JOY NOTARY PUBLIC CECIL COUNTY, MD.

10

436

CERTIFIED COPY OF MORTGAGE
Filed July 29, 1965

No. 51704
Re 6466 RECEIVED FOR RECORD May 18, 1964

One-Twenty-two Dollar Stamp
Endorsed _____

THIS MORTGAGE, made this 18 day May, 1964, by and between William J. O'Neill and Cecilia M. O'Neill, his wife, City of Wilmington, of the first part, hereinafter referred to as MORTGAGOR, and William J. J. Manning, Jr., of Queen Anne's County of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of --- Ten Thousand ---- Dollars ($10,000.00) payable without interest at the designated office of the holder, in the manner following:

Payable in full on September 1st, 1964; with
privilege of pre-payment in full without penalty.

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 r eceipt 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:

TRACT NO. 1

ALL those several adjoining lots or parcels of ground situate and lying in the Seventh Election District of Queen Anne's County, Maryland on the Southerly side of the Chester River, which are fully described and conveyed in the Deed from William J. J. Manning, Jr., to William J. O'Neill and Cecilia M. O'Neill, his wife, dated March 27th, 1963, and recorded among the Land Records of Queen Anne's County, in Land Liber T.S.P. No. 71, folio 452.

TRACT NO. 2

ALL that parcel of land situate, lying and being in the Seventh ElectionDistrict of Queen Anne's County, Maryland, located on the Chester River, designated "Community Area" and a plat of the same recorded in Land Liber T. S.P. No. 7, folio 457, and shown in Plat Book T.S.P. No. 1, folio 96.

TOGETHER WITH the improvements thereon and the rights, ways, privileges and appurtenances thereto belonging or in any wise appertaining AND E-specially riparian rights in and to the Chester River, Rabbit Creek and other waters touching the land hereinbefore conveyed.

SUBJECT TO the rights, if any, of others to the use of a 16 foot right of way, the center line of which binds upon the Fourth Call of Tract A, Parcel 1 aforesaid.

SUBJECT ALSO TO a Right of way granted Choptank Electric Cooperative, Inc., on June 27th, 1945 and recorded among said Land Records in Liber A.S.G., Jr. No. 15, folio 378.

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 conn ction 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 tp 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 eigher, 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 JOHN PALMER SMITH his hereby duly constituted attorney for the purpose, are hereby authoirzed 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 Cpunty 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 sald 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 conveants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, exdcutors, 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:

JEAN D. HAYMAKER — WILLIAM J. O'NEILL (SEAL)
William J. O'Neill

JEAN D. HAYMAKER — CECILIA M. O'NEILL (SEAL)
Cecilia M. O'Neill

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

On this the 18 day of May, 1964, before me, a Notary Public of the State and County aforesaid, the undersigned officer, personally appeared William J. O'Neill and Cecilia M. O'Neill, his wife, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared William J. J. Manning, Jr., and made oath in due from 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.

JEAN D. HAYMAKER
Notary Public

Notary
Public
Seal

* For Foreclosure Proceedings of above Mortgage see Chy. No. 4661.

Rel0023 ASSIGNMENTS WERE BROUGHT TO BE RECORDED February 25, 1965.

FOR VALUE RECEIVED, I hereby transfer and assign the within and foregoing Mortgage and the note thereby secured unto John Palmer Smith, Attorney at Law, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this 22nd day of October, 1964.

Witness: — WILLIAM J. J. MANNING,JR. (SEAL)
William J. J. Manning

JEAN D. HAYMAKER

FOR VALUE RECEIVED, I hereby reassign the foregoing mortgage and the note thereby secured to William J. J. Manning, Jr., this 25th day of February, 1965, without recourse.

Witness: H. KENNETH MACKEY — JOHN PALMER SMITH (SEAL)
John Palmer Smith
Attorney at law.

FOR VALUE RECEIVED, I hereby assign the foregoing mortgage to The Peoples Bank of Elkton, this 25th day of February, 1965, without recourse.

Witness: H. KENNETH MACKEY

WILLIAM J. J. MANNING, JR., (SEAL)
William J. J. Manning, Jr.,

Addendum to above mortgage is recorded in Liber C.W.C. #13, folio 327.
Re-12007 - Assigned filed for record on July 29, 1965

The Peoples Bank of Elkton assigns this Mortgage and the note thereby secured to H. Kenneth Mackey for collection by foreclosure or otherwise. Witness its hand by the signature of its President with the corporate seal impreseed duly attested by its Secretary this 28th. day of July, 1965.

THE PEOPLES BANK OF ELKTON

ATTEST:
HELEN M. CARROLL
Secretary

Corporate Seal.

BY ARGUS F. ROBINSON
Argus F. Robinson, President

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 8, folio 70, 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 29th day of July in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF
ADDENDUM TO MORTGAGES
Filed July 29, 1965

No. 53342
Re 10026 RECEIVED FOR RECORD Feb. 25, 1965

ADDENDUM TO MORTGAGES

In consideration of The Peoples Bank of Elkton buying two (2) mortgages which we owe from William J. J.Manning, Jr. and in further consideration of One Dollar ($1.00) in hand paid by said Bank to us we hereby acknowledge and agree that the balance due on February 25, 1965 on each mortgage is as follows:

(1) Mortgage recorded T.S.P. No. 71, folio 457 &c. and dated March 27, 1963-- $28,230. with 6% interest to run from February 25, 1965.

(2) Mortgage recorded C.W.C. No. 8, folio 70 &c. and dated May 18, 1964 -- $10,295. with 6% interest to runfrom February 25, 1965. and specifically covenant to pay 6% interest on both debts every three (3) months or more often (i.e. $577.88 interest will be due and payable for interest on May 25, 1965 if not paid before), and further specifically covenant to pay the principal, taxes and insurance according to the terms of the mortgage except that the principal and all other accruals on both debts shall be due and payable in full on February 25, 1966 or upon the date of any default in the covenants or conditions herein and therein whichever date first occurs.

It is our desire that this Addendum be recorded as such as notice to all the world.

IN TESTIMONY WHEREOF WITNESS our hands and seals February 25, 1965.

WITNESS:

H. KENNETH MACKEY

WILLIAM J. O'NEILL (SEAL)
William J.O'Neill

CECILIA M. O'NEILL (SEAL)
Cecilia M. O'Neill

STATE OF MARYLAND)
COUNTY OF QUEEN ANNE'S) SS:

I HEREBY CERTIFY that on this 25th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife, the Mortgagors named in the foregoing Addendum, and each acknowledged the foregoing Addendum to be their respective act. At the same time also appeared H. KENNETH MACKEY, Agent for The Peoples Bank of Elkton, a corporation, the Assignee of the Mortgagee named in the foregoing Addendum, and made oath in due form of law that the consideration set forth in said Addendum, is true and bona fide as therein set forth.

Notary Public Seal

JEAN D. HAYMAKER
Notary Public
My commission expires: May 3, 1965

Mr. Clerk:

Please note the recording reference and date of this Addendum to Mortgages at the foot of mortgages from the O'Neills to Mr. Manning recorded in T.S. P. No. 71, folio 457 &c. and in C. W. C. No. 8, folio 70 &c.

Mail record copy to H. Kenneth Mackey, Esquire
109 East Main Street
Elkton, Maryland 21921

Re-12007
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 29th. day of July, 1965, the following Assignment was brought to be recorded, to wit:

The Peoples Bank of Elkton assigns this Addendum to Mortgage to H. Kenneth Mackey for collection by foreclosure or otherwise. Witness its hand by the signature of its President with the corporate seal impressed duly attested by its Secretary this 28th day of July, 1965.

THE PEOPLES BANK OF ELKTON

Corporate Seal.

By ARGUS F. ROBINSON
Argus F. Robinson, President

ATTEST:
HELEN M. CARROLL
Secretary.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 13, folio 327, 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 QueenAnne's County, this July 29th nineteen hundred and sixty-five.

Circuit Court Seal

CHARLES W. CECIL
Clerk

STATE OF DEBT
Filed July 29, 1965

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J.O'NEILL and CECILIA M. O'NEILL, his wife	*	IN THE CIRCUIT COURT
	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	IN
		CHANCERY NO. 4714

STATEMENT OF DEBT

Note secured by mortgage dated March 27, 1963 and recorded in Liber T.S.P. No. 71, folio 457 &c.

Principal balance due Feb. 25, 1965	$28,230.00	
Interest to August 25, 1965	846.90	
Attorney Commission recited in Note	2,907.69	$31,984.59

Note secured by mortgage dated May 18, 1964 and recorded in Liber C.W.C. No. 8, folio 70 &c.

Principal balance due Feb. 25, 1965	$10,295.00	
Interest toAugust 25, 1965	308.85	
Attorney Commission recired in Note	1,590.58	12,194.43
Total mortgage debt as of August 25, 1965		$44,179.02
(Daily interest charge is $6.60 after 8/25/65		

STATE OF MARYLAND)
COUNTY OF CECIL) SS:

I HEREBY CERTIFY that on this 28th day of July, 1965, before me, a Notary Public in and for the State and County aforesaid, personally appeared Argus F. Robinson, the President of the Peoples Bank of Elkton (known to me) and made oath in due form of law that the foregoing Statement of Debt is true and correct, that there is no credit due thereon nor any other security therefor and that he is authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year first herein written.

MARGARET R. JOY
Notary Public
My commission Expires: 7/1/67

AMENDED STATEMENT OF DEBT
Filed March 16, 1966

IN RE: THE

MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
WILLIAM J. O'NEILL and	*	FOR
CECILIA M. O'NEILL, his wife	*	QUEEN ANNE'S COUNTY
	*	IN
	*	CHANCERY NO. 4714

AMENDED STATEMENT OF DEBT

Note secured by mortgage dated March 27, 1963 and recorded in Liber T.S.P. No. 71, folio 457&c.

Principal balance due August 25, 1965	$28,230.00	
Interest to February 25, 1966	846.90	
Attorney Commission recited in Note	2,907.69	$31,984.59

Note secured by mortgage dated May 18, 1964 and recorded in Liber C.W.C. No. 8, folio 70 &c.

Principal balance due August 25, 1965	10,295.00	
Interest to February 25, 1966	308.85	
Attorney Commission recited in Note	1,590.58	12,194.43
Total mortgage debt as of February 25, 1966		$44,179.02

(Daily interest charge is $6.60 after 2/25/66)

STATE OF MARYLAND)
COUNTY OF CECIL) SS:

I HEREBY CERTIFY that on this 15th day of March, 1966, before me, a Notary Public in and for the State and County aforesaid, personally appeared ARGUS F. ROBINSON, President of The Peoples Bank of Elkton (known to me) and made oath in due form of law that the foregoing Statement of Debt is true and correct, that there is no credit due thereon nor any other security therefor and that he is authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year first herein written.

CHERYL K. MORAN
Notary Public
My commission expires: 7/1/67

Notary
Public
Seal

CERTIFIED COPY OF BOND
Filed April 15, 1966

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

The we, H. Kenneth Mackey, 109 E. Main St. Elkton, 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 Fifty Thousand &--00/100 ($50,000.00) 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 7th day of April in the year of o ur Lord one thousand nine hundred and sixty six

WHEREAS, the above bounden H. KENNETH MACKEY by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, Maryland has been appointed Trustee to sell real estate mentioned in the proceedings in the case of the Mortgage Real Estate of William J.O'Neill and Cecilia M. O'Neill Chancery #4714 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden H.Kenneth Mackey 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:

H. KENNETH MACKEY (SEAL)
H. Kenneth Mackey

MARGARET JOY

WITNESS:

FIDILITY AND DEPOSIT COMPANY OF MARYLAND

By JEAN S. BLAKE
As to Surety

Corporate Seal

By C. ALBERT RINGGOLD
C. Albert Ringgold Attorney-in-fact

Security approved and Bond filed April 15, 1966 at 11:20 A.M.

And attached hereto is Power of Attorney.

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

I HEREBY CERTIFY, that the aforeg ing is truly taken and copied from Liber C.W.C. No. 1, folio 131, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my hame and affix the seal of the Circuit Court for Queen Anne's County, this 15th day of April in the year nineteen hundred and sixty-six.

Circuit Court Seal

CHARLES W. CECIL
Clerk

REPORT OF SALE
Filed April 15, 1966

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Chancery No. 4714

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT

The Report of H. Kenneth Mackey, Assignee shows that after giving Bond, with security, for the faithful discharge of the trust, and having given twenty-one days' notice of the time, place, manner and terms of sale, by advertisement in the Queen Anne's Record Observer a paper printed in Queen Anne's County, he did, pursuant to said notice, attend the place of sale on the 15th day of April in the hear nineteen hundred and sixty-six at 11:30 o'clock A.M., and then and there proceeded to sell the property mentioned in said advertisement.

Said sale was also advertised in the following papers:

The Wilmington Evening Journal and Morning News on Tuesday, April, Wednesday, April 13, and Thursday, April 14, 1966;

The Philadelphia Inquirer on Sunday, April 10, Wednesday, April 13 and Thursday, April 14, 1966;

The Baltimore Sun on Sunday, April 10, Wednesday, April 13, and Thursday, April 14, 1966; and
The New York Times on Sunday, April 10, Monday, April 11, and Tuesday, April 12, 1966.

And sold the same to JOSEPH S. STRADLING, JAMES B. CLEMENTS & CLAYTON C. CARTER, Co-Partners t/a Duck's Neck Associates they being bhen and there the highest bidders therefore, at the sum of SIXTY-FOUR THOUSAND DOLLARS ($64,000.00) and said purchasers have complied with the terms of sale.

H. KENNETH MACKEY
H. Kenneth Mackey, Assignee

STATE OF MARYLAND,
COUNTY OF QUEEN ANNE'S

QUEEN ANNE'S COUNTY, Sct.

On the 15th day of April nineteen hundred and sixty-six personally appeared before me, a Notary Public of the State of Maryland, in and for said County H.Kenneth Mackey, Assignee named in the above report of sale, and made oath, in due form of law, that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

JEAN D. HAYMAKER
Notary Public.
My commission expires: 7-1-67

Notary Public Seal

AFFIDAVIT OF PURCHASERS
Filed April 15, 1966

STATE OF MARYLAND)
COUNTY OF QUEEN ANNE'S * SS:

I HEREBY CERTIFY that on this 15th day of April, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared JOSEPH S. STRADLING, JAMES B. CLEMENTS & CLAYTON C. CARTER, t/a Duck's Neck Associates Purchaser of the oroperty sold in Equity Cause No. 4714 and made oath in due form of law that they are not acting as agent for (anyone) (_____); (no) others are interested as principals; (_____); and, that they have not directly or indirectly discouraged anyone from bidding for the said property.

In furtherance thereof the Purchaser has caused their signature to be made a part hereof.

JOSEPH S. STRADLING
Purchaser

JAMES B. CLEMENTS
Purchaser

CLAYTON C. CARTER
Purchaser

WITNESS my hand and Notarial Seal the day and year first herein written.

Notary
Public
Seal

JEAN D. HAYMAKER
Notary Public
My commission expires:
7-1-67

ORDER NISI ON SALE
Filed April 15, 1966

ORDER NISI ON SALE

In Re: The Mortgaged	)	In the Circuit Court
Real Estate of William J.	)	for Queen Anne's County
O'Neill and Cecilia M.	)	In Equity
O'Neill, his wife.	)	Cause No. 4714

ORDERED, this 15th. day of April, 1966, that the sale of the real property, made and reported in this cause by H. Kenneth Mackey, Assignee, be ratified and confirmed, on or after the 16th. day of May, 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 tha 9th. day of May, 1966.

The report states the amount of sales to be $64,000.00.

CHARLES W. CECIL, Clerk

Filed April 15, 1966

ATTACHMENT TO REPORT OF SALE
Filed April 19, 1966

IN RE: THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
WILLIAM J. O'NEILL and	*	QUEEN ANNE'S COUNTY
CECILIA M. O'NEILL, his wife	*	CHANCERY NO. 4714

ATTACHMENT TO REPORT OF SALE

Approximately ten minutes before the sale commenced, the Assignee announced that the following were available for public inspection on the scene by anyoneinterested:

(1) A survey of the whole farm.

(2) A copy of the recorded plat of the subdivision.

(3) A copy of the tax map of the farm which also showed the zoning classification of different areas of the farm.

(4) A copy of the recorded conditions and restrictions imposed upon "Duck's Neck" Subdivision.

(5) A copy of the sale ad.

H. KENNETH MACKEY
H. Kenneth Mackey,
Assignee

MOTION TO INCREASE BOND
Filed april 19, 1966

IN RE: THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
WILLIAM J. O'NEILL and	*	QUEEN ANNE'S COUNTY
CECILIA M. O'NEILL, his wife	*	CHANCERY NO. 4714

MOTION TO INCREASE BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, H. Kenneth Mackey, Assignee, respectfully states that he heretofore has filed a bond in the sum of $50,000. in these proceedings for the sale of the real estate mentioned therein; that the sale on April 15, 1966 at public auction resulted in a sale for $64,000.; and, that he believes and this avers that the bond should be increased accordingly and so moves the Court.

H. KENNETH MACKY
H. KENNETH MACKEY, Assignee
Petitioner

MOTION GRANTED
Filed April 19, 1966

MOTION GRANTED this 19th day of April, 1966, and the Assignee is directed to file an additional bond in the sum of $14,000. forthwith.

THOS J KEATING JR.
JUDGE

PETITION OF JUDGMENT CREDITOR
TO SHARE IN SURPLUS PROCEEDS
Filed April 20, 1966

IN RE: THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
WILLIAM J. O'NEILL and	*	QUEEN ANNE'S COUNTY
CECILIA M. O'NEILL, his wife	*	CHANCERY NO. 4714

PETITION OF JUDGMENT CREDITOR TO SHARE IN SURPLUS PROCEEDS
Circuit Local Rule No. 1391 (a)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

H. KEnneth Mackey respectfully states:

1

That he understands that the proceeds arising from the sale of the mortgaged property in these proceedings are more than sufficient to pay the mortgaged ~~property in these proceedings are more~~ debt, interest and costs, including fees, commissions and other proper expenditures incident to such sale.

II

That by virtue of a judgment obtained in the Circuit Court for Queen Anne's County in Law Case No. 2414 he is a judgment creditor of the mortgagors having a claim junior in lien to the mortgage and files this petition in order that he along with other creditors to whom notice may be given, may participate in the surplus proceeds of sale or so much as may be necessary to the payment of his claim.

III

That he files herewith a certified copy of the docket entries in Law Case No. 2414 aforesaid, showing the entry and enrollment of the judgment on February 25, 1965.

WHEREFORE YOUR PETITIONER PRAYS:

1. That he may be permitted to participate in said surplus proceeds according to the lawful priority of his claim.

2. That the auditor give notice to others claiming an interest in the proceeds.

3. That he be granted such other and further relief as his case may require.

H. KENNETH MACKEY
H. Kenneth Mackey

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

Term, 19

h.k.m. H. KENNETH MACKEY 109 East Main Street Elkton, Maryland Plaintiff Clerk $ 5.50 Pd. 2/24/65 Re-10002	) 1-4	Filed Feb. 24, 1965. Narr, Affidavit, Note with power to enter judgment by confession, and order to docket case by consent. Feb. 24, 1965. Judgment entered by confession by the defendants in favor of the plaintiff for the sum of Nine Thousand Five Hundred Fifty Dollars and No Cents ($9550.00) with interest thereon from date hereof until paid,

	Shff.	4.00	)	attorney's commissions of $1432.50,
	Appr.	5.00	)	and costs of suit, with all exemptions
2414	Appr.	5.00	)	waived.
			)	Feb. 24, 1965. Summons after judgment
			)	issued.
			) 5-	Filed Feb. 26, 1965. Summons after
D.P.S. WILLIAM J. O'NEILL and			)	judgment ret'd. summoned.
CECILIA M. O'NEILL, his wife			)	
R.D. #1 (Queen Anne's County			)	
Chestertown, Maryland,				
DEFENDANTS				

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct:

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County in the State of Maryland, at the above entitled term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said Court to show that the said Judgment, or any part thereof, hath been paid or satisfied.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 20th. day of April in the year of our Lord, nineteen hundred and sixty six.

CHARLES W. CECIL
Clerk of the Circuit Court for Queen Anne's County.

BOND
Filed April 22, 1966

FIDELITY AND DEPOSIT COMPANY

Hone Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, H. Kenneth Mackey, 109 E. Main St. Elkton, 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 Fourteen Thousand & -- 00/100 ($14,000.00) 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 19th day of April in the year of our Lord one thousand nine hundred and Sixty Six

WHEREAS, the above bounden H. Kenneth Mackey by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, Maryland has been appointed Trustee to sell Real Estate mentioned in the proceedings in the case of the mortgaged Real Estate of WILLIAM J. O'NEILL and CECILIA M. O'NEILL Chancery #4714 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden H. Kenneth Mackey 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:

MARGARET JOY

H. KENNETH MACKEY (SEAL)
H. Kenneth Mackey

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By JEAN S. BLAKE
As to Surety

Corporate Seal

By C ALBERT RINGGOLD
C. Albert Ringgold Attorney-in-Fact

POWER OF ATTORNEY attached hereto.

And at the foot of the aforegoing instrument is the following endorsement:

Security approved and Bond filed April 22, 1966

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 131, 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 22nd day of April in the year nineteen hundred and sixty-six.

CHARLES W. CEICL
Clerk

MILITARY AFFIDAVIT
Filed April 22, 1966

IN RE: THE MORTGAGED REAL ESTATE OF)
WILLIAM J. O'NEILL and)
CECILIA M. O'NEILL, his wife)

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY

CHANCERY NO. 4714 FILED 5

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF CECIL, TO-WIT:

I HEREBY CERTIFY, that on this 21st day of April 1966 personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Cecil, H. Kenneth Mackey, Assignee in the above entitled cause, and made oath in due form of law, that/William J. O'Neill and Cecilia M. O'Neill, his wife, are not in the Military Service of the United States.

(1)said

(2) Said William J. O'Neill and Cecilia M. O'Neill, his wife are not in the Military Service of any nation allied with the United States.

(3) Said William J. O'Neill and Cecilia M. O'Neill, his wife, have not been ordered to report for induction under the Selective Service and Training Act of 1940 as amended.

(4) Said William J. O'Neill and Cecilia M. O'Neill, his wife, are not members of the Enlisted Reserve Corps who has been ordered to report for Military Service.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal on the day and date first above written.

MARGARET R. JOY
Notary Public
My Commission Expires: 7/1/67

Notary
Public
Seal

CERTIFICATE OF PUBLICATION
OF SALE
Filed May 2, 1966

ASSIGNEE'S SALE
OF VALUABLE WATERFRONT

REAL ESTATE

6,000 feet frontage - South Side of CHESTER RIVER
7th Election District, QUEEN ANNE'S COUNTY, MD.

(DIRECTIONS TO PROPERTY FOR INSPECTION: From Route 301, turn West on Rt. 544, go 5.9 miles and turn North to property.)

Under and by virtue of the power of sale contained in mortgages from William J.O'Neill and Cecilia M. O'Neill, his wife, dated March 27, 1963 and May 18, 1964 and recorded in Liber T.S.P. No. 71, folio 457 and in Liber C.W.C. No. 8, folio 70 respectively and the terms of an Addendum to mortgages from William J. O'Neill and Cecilia M. O'Neill his wife, dated February 25, 1965 and recorded in Liber C.W.C. No. 13, folio 327 among the Land Records of Queen Anne's County, Maryland, and by Assignment unto the undersigned for collection by foreclosure or otherwise, default having occurred by non-paymant of the notes secured by said mortgages, the undersigned Assignee will offer at public auction to the highest bidder as

11:30 O'clock A.M., E.S.T.
FRIDAY, APRIL 15, 1966

AT THE COURT HOUSE DOOR IN CENTREVILLE
QUEEN ANNE'S COUNTY, MARYLAND

All those seven (7) parcels of land in the Seventh Election District of Queen Anne's County, Maryland NOW FORMING ONE UNDIVIDED PARCEL binding 6,000 feet more or less on the Chester River and with additional frontage on Rabbit Creek, CONTAINING ONE HUNDRED SEVENTY)170) ACRES OF LAND, MORE OR LESS. Survey plat available for inspection. Property is bounded by "Char Nor Manor" on the West and Rabbit Creek on the East.

BEING the same land and premises conveyed to William J. O'Neill, et ux, by William J. J. Manning by deed dated March 27, 1963 recorded among said Queen Anne's County Land Records in Liber T.S.P. No. 71, folio 452.

SPECIAL FEATURES include:

(1) One 35 acre parcel is IDEAL for DUCKING HUNTING.
(2) Another 40 acre parcel contains the Restricted "DUCK'S NECK SUBDIVISION consisting of 68 one -half acre lots on one mile of 50 ft. wide streets graded and ready for paving. Subdivision approved by Zonning and Health Department, recorded among LAND RECORDS OF QUEEN ANNE'S COUNTY in C.W.C. No. 5, folio 43. Actual Plat is in Plat Book T.S.P. - 1-96. Conditions and restrictions recorded in the Land Records in C.W.C. No. 6, folio 216, In a dition to recorded plat in Centreville Court House the Assignee has another Plat for inspection at 109 East Main Street, Elkton, Maryland. Call area code; 301, 398-1390.

(3) This leaves 95 acres level sandy soil with Chester River frontage for othes uses.

(4) IMPROVEMENTS consist of one large 35' log and stone dwelling cabin with modern conveniences; antoher 30' x 50' enclosed buidling; and, a third NE W40' x 60' partially completed dwelling or clubhouse (includes 40' x 60' slab of 6" concrete in place, one brick division wall with 2 huge brick fireplaces, and aluminum siding and roof in place. (5) NEW WELL, (6) Underground electric lines. (7) Riparian rights. (8) Channel. (9) Close to Baltimore, Wilmington and Philadelphia.

Subject to restrictions, rights and easements of record.

TERMS OF SALE: Cash or certified check for $2,500, to be paid at time and place of sale; balance to be paid upon ratification of sale by the Circuit Court for Queen Anne's County, credit portion to bear interest from dat of sale until paid. Purchaser to pay costs of conveyancing including State and Federal stamps. Taxes and insurance to be prorated from day of sale. Assignee reserves the right to reject bids.

FURTHER INFORMATION may be had from the undersigned Assignee, telephone, area code 301, 398-1390 or write H. Kenneth Mackey, 109 East Main Street, Elkton, Maryland. He has plats for inspection of (1) the Subdivision and (2) the whole farm.

H. KENNETH MACKEY, Assignee
109 E. Main St., Elkton, Md. 21921
Phone 301-398-1390

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 4-25 , 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE in the case of WILLIAM M. O'NEILL AND CECILIA M. O'NEILL 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 sucessive weeks before the 15 day of April, 1966, and that the first insertion of said advertisement in said QUEEN ANND'S RECORD-OBSERVER was on the 24 day of March 1966 and the last insertion on the 14 day of April, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed May 9, 1966

ORDER NISI ON SALE

In Re: The Mortgaged Real Estate of William J. O'Neill and Cecilia M. O'Neill, his wife.

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

Cause No. 4714

ORDERED, this 15th day of April, 1966, that the sale of the real property, made and reported in this cause by H. Kenneth Mackey, Assignee, be ratified and confirmed, on or after the 16th day of May, 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 9th day of May, 1966.

The report states the amount of sales to be $64,000.00.

CHARLES W. CECIL, Clerk

Filed: April 15, 1966
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 5, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE in the case of #4714 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 9 day of May, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21 day of April, 1966, and the last insertion on the 5 day of May, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

PETITION AND ORDER
Filed May 16, 1966

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife : IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN CHANCERY NO. 4714

: : : : : : : : : :

PETITION AND ORDER ON CLAIM OF AMERICAN NATIONAL BANK OF MARYLAND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of American National Bank of Maryland, a national banking association, respectfully shows:

1. That on February 25, 1965, the Petitioner loaned to William J. O'Neill and Cecilia M. O'Neill, his wife, the sum of $6,730.00, which amount was to be repaid, together with interest thereon at the rate of 6% per annum, one year from said date.

2. That said loan was secured by a mortgage dated February 25, 1965 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 13, Folio 382, The original of said mortgage is attached marked "Petitioner's Exhibit No. 1" and is prayed to be taken as a part hereof. That said mortgage conveyed to the Petitioner, as security for repayment of said indebtedness, real estate consisting of several adjoining lots and parcels in the Seventh Election District of Queen Anne County on the South Side of the Chester River, more particularly described in a deed from William J. J. Manning, Jr. to William J. O'Neill and Cecilia M. O'Neill his wife, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 71, Folio 452, which properties were sold in this proceeding as a result of the foreclosure of prior mortgages to the People's Bank of Elkton.

3. That there is due and owing on the mortgage debt and loan payable to the Petitioner the amount of $7,194.36 asshown by the affidavit and statement attached hereto marked "Petitioner's Exhibit No. 2" which is prayed to be taken as a part hereof.

4. That your Petitioner believes that it is entitled to the excess proceeds of sale, if any, in this proceeding.

WHEREFORE your Petitioner prays that on Order may be passed authorizing the allowance of the claim of American National Bank of Maryland in the Auditor's Account to be hereinafter stated in this cause.

AND as in duty bound, etc.

JOHN H. SOMERVILLE
John H. Somerville

HINKLEY and SINGLEY
1600 First National Bank Bld.
Baltimore, Maryland 21202
758-7943
Solocitors for Petitioner

AMERICAN NATIONAL BANK OF MARYLAND

BY James D. Harrison, Jr.
Vice President

* NOTICE TO CLAIMANTS
Filed May 17, 1966

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM O'NEILL and CECILIA M. O'NEILL, his wife * IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4714

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors,other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption, of the real estate of William J. O'neill and Cecilia M. O'Neill, his wife, warning them to file their claims, with the proper vouchers thereof, with the clerk of the court, at the Court House in Centreville, Maryland on or before the 28th day of June, 1966, 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 20th day of May, 1966.

J. THOMAS CLARK
J. Thomas Clark, Auditor

* (This paper is recorded out of place; it should follow next paper #40)

PETITIONER'S EXHIBIT NO. 1 (paper #40)
Filed May 16, 1966

No. 53364
Re 10095 RECEIVED FOR RECORD Mar. 4, 1965

THIS MORTGAGE, Made this 25th day of February in the year nineteen hundred and sixty-five by and between WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife Mortgagors of the City of Wilmington in the State of Delaware, of the first part, and AMERICAN NATIONAL BANK OF MARYLAND, Mortgagee, of the second part:

WHEREAS, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of SIX THOUSAND SEVEN HUNDRED THIRTY DOLLARS ($6,730.00) on their certain joint and several promissory note of even date herewith, bearing interest at the rate of 6% per annum payable semi-annually, and payable in full one (1) year from the date hereof; To secure the payment of which said note and all renewals thereof in whole or in part until said indebtedness be fully paid these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises of the saum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors assigns, in fee simple, all those several adjoining lots or parcels of ground situate and lying in the Seventh Election District of Queen Anne's County, Maryland on the Southerly side of the Chester River which were conveyed to the Mortgagors herein by deed of William J. J. Manning, Jr. dated March 27th, 1963 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 71, folio 452 &c., to which said deed and the papers therein referred to reference is hereby made for a more particular and accurate discription

TOGETHER WITH the improvements thereon and the rights, ways, privileges and appurtenances thereto belonging or in any wise appertaining AND ESPECIALLY riparian rights in and to the Chester River, Rabbit Creek and any other waters toubhing the land hereinbefore conveyed.

SUBJECT TO the rights, if any, of others to the use of a 16 foot right of way, the center line of which binds upon the Fourth Call of Tract A, Parcel 1 aforesaid.

SUBJECT ALSO TO a Right of Way granted Choptank Electric Cooperative, Inc. on June 27, 1945 and recorded among said Land Records in Liber A.S.G., Jr. No. 15, folio 378.

TOGETHER with the buildings and improbements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of ---SIX THOUSAND SEVEN HUNDRED THIRTY and 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 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 Mortgagee, its successors or assigns, or John H. Somerville duly authorized attorney ar 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 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 Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to thesaid Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitle d to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby convenant 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 adveetisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of 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 Mortgagee, its successors or assings, or John H. Somerville its or their said Attorney, shall not be required to recive 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, 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 be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments 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 improvement on the thereny mortgaged property to the amount of at least --- SIX THOUSAND SEVEN HUNDRED THIRTY and 00/100 ----- 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 Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder.

WITNESS the hands and seals of the said Mortgagors the day and year first herein written.

TEST:

WILLIAM J. O'NEILL (SEAL)
William J. O'Neill

JEAN D. HAYMAKER

CECILIA M. O'NEILL (SEAL)
Cecilia M. O'Neill

STATE OF MARYLAND, Queen Anne's County, SS:

I Hereby Certify, that on this 25th day of February in the year one thousand nine hundred and sixty-five before me, the subscriner, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife, the Mortgagors named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared H. Kenneth Mackey, Agent for American National Bank of Maryland, the Mortgagee named in the foregoing Mortgage, 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 in due form of law that he is the Agent of said Mortgagee duly authorized to make this Affidavit.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal

JEAN D. HAYMAKER
Notary Public
My commission expires:

Two-Five Fifty; One-Two Twenty
State Stamps. Endorsed 3/4/65

PETITIONER'S EXHIBIT No. 2
Filed May 16, 1966.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of May, 1966, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James D. Harrison, Jr., and made oath in due form of law as follows:

1. That he is a Vice President of American National Bank of Maryland, a national banking association under the law of the United States; that he is authorized to make this affidavit; and that he has personal knowledge of the matters and facts herein contained.

2. That American National Bank of Maryland holds a mortgage on real estate consisting of several adjoining lots and parcels in the Seventh Election District of Queen Anne's County on the South Side of the Chester River, which mortgage is recorded among the Land Records of Queen Anne's County, in LiberC.W.C. No. 13, folio 382.

3. That there is due and owing on said mortgage and the debt thereby secured the amount of Seven Thousand One Hundred Ninety-Four Dollars and Thirty-Six Cents ($7,194.36), as shown by the annexed statement, plus interest from April 15, 1966 until paid, at the rate of 6% per annum on the principal of $6,730.00.

4. That said claim is just and true as stated and is unpaid; that American National Bank of Maryland has not received any payment or satisfaction and has not received any security for said indebtedness, other than the mortgage herein referred to; that the amount charged and claimed is justly due, according to the best of his knowledge and belief.

JAMES D. HARRISON, JR.
James D. Harrison, Jr.
Affiant

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal all as of the day and year above written.

Notary
Public
Seal

LOVONDA SUE WIENECKE
Notary Public
5/13/66

AMERICAN NATIONAL BANK OF MARYLAND
8701 Georgia Avenue Silver Spring, Maryland

NOTICE

5/13/66

Your note herein described becomes due as indicated. To save protest all notes must receive attention on or before due date. Checks on other banks must be certified. Notes bearing changes or alterations will not be accepted.

Date	Time	Class	Maker-Endorser-Coll.	Due	New Number	Rate	Amount	Interest
2/25/65	1 Yr.	TU		2/25/66	9-447	6%	$6,730.00	$464.36 (to 4/15/66

William J. & Cecilia M. O'neill
108 108 N. Madison St.
Wilmington, Delaware

Chas. Ctr.

All Notes Not Paid on or Before Due Date Are Subject to a Service Charge

PLEASE BRING THIS NOTICE WITH YOU

* (Next paper recorded on page 448)

SALE RATIFIED AND CONFIRMED
Filed May 17, 1966

SALE RATIFIED AND CONFIRMED

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHANCERY NO. 4714

ORDERED BY THE COURT, THIS 17th day of May, 1966, that the sale made and reported by the H. Kenneth Mackey aforesaid be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee allowed the useal commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS J. KEATING JR.
Judge

AFFIDAVIT OF INDEBTEDNESS
Filed May 20, 1966

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA O'NEILL, his wife * IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY * CHANCERY NO. 4714

AFFIDAVIT OF INDEBTEDNESS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

H. Kenneth Mackey respectfully states:

I

That this Affidavit supplements the "Petition of Judgment Creditor" filed by him earlier in these proceedings regarding Law Case No. 2414.

II

The balance due is as follows:

Principal debt	$ 9,550.00
Interest from 8/25/65 to 6/25/66 (10 months)	477.50
Attorney fee	1,432.50
TOTAL	$11,460.00

H. KENNETH MACKEY
H. Kenneth Mackey

STATE OF MARYLAND)
COUNTY OF CECIL) SS:

I HEREBY CERTIFY that on this 19th day of May, 1966, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared H. KENNETH MACKEY, a Judgment Creditor, and made oath in due form of law, that the aforegoing Affidavit of Indebtedness is true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal the day and year first herein written.

Notary
Public
Seal

MARGARET R. JOY
NOTARY PUBLIC
My commission expires: 7/1/67

CERTIFICATE OF PUBLICATION OF NOTICE
TO CLAIMANTS
Filed May 23, 1966

In The Circuit Court for
Queen Anne's County
Chancery No. 4714

In Re: The Mortgaged Real
Estate of William J. O'Neill
and Cecilia M.O'Neill, his wife

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption, of the real estate of William J. O'Neill and Cecilia M. O'Neill, his wife, warning them to file their claims, with the proper vouchers thereof, with the clerk of the court, at the Court House in Centreville, Maryland on or before the 28th day of June, 1966, 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 20th day of May, 1966.

J. THOMAS CLARK,
Auditor

QUEEN ANNE'S COUNTY RECORD*OBSERVER

Centreville, Md., May 23, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the CHANCERY #4714 O'NEILL 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 28 day of June, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28 day of April, 1966, and the last insertion on the 12 day of May, 1966.

THE RECORD-OBSERVER CORPORATION

By Mary Lou Walters

REPORT OF AUDITOR
Filed June 29, 1966

IN RE: THE MORTGAGED REAL ESTATE
OF WILLIAM J. O'NEILL and
CECILIA M. O'NEILL

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 4714

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. Kenneth Mackey, Assignee of the mortgage foreclosed in these 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 the mortgage foreclosed. The surplus proceeds of sale after a due publication of a Notice to Claimants were directed to be paid and credited upon claims of creditors of the morrgagors in order of their priority whereby the judgment of H. Kenneth Mackey was paid in full and the balance was directed to be credited against the amount due the American National Bank of Maryland on its claim under a second mortgage filed in these proceedings. Therefore, there were no moneys left for credit upon the claims of the Bank of Delaware and Gillespie & Son, Inc.

2. That in the within account H. Kenneth Mackey, Assignee and vendor, is charged with the gross proceeds of the sale made by him, plus interest and adjustment of taxes and insurance, and he is allowed thereafter all costs not personal which were necessary in this cause for which proper vouchers have been produced, including the fee of your Auditor, as well as his commissions for making said sale.

Respectfully submitted,

J. THOMAS CLARK
Auditor

June 29, 1966

THIS AUDIT FILED AND ANY OBJECTIONS THEREON MUST BE FILED WITHIN 15 DAYS FROM THAT DATE

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECILIA M. O'NEILL, his wife	* * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CHANCERY NO. 4714

AUDIT

H. Kenneth Mackey, Assignee, is charged with the following itmes:

Selling Price of Real Estate	$64,000.00
Interest on $61,500. balance for 1 month 19 days to 6/3/66	502.25
Taxes pro rated 2 1/2 months @$588.82	122.67
Insurance pro rated 6 months 5 days @ $59.68	30.67
TOTAL TO BE ACCOUNTED FOR	$64,655.59

H. Kenneth Mackey, Assignee, is allowed for the following items:

Cost of Sale:				
Circuit Court			59.50	
Auditor			200.00	
Auctioneer			160.00	
Assignee's Bond			256.00	
Advertising:				
Record Observer				
Ad of Sale	125.00			
Order Nisi	14.00			
Notice to Claimants	22.57	161.57		
Baltimore Sun		19.20		
Wilmington News Journal		13.50		
Philadelphia Inquirer		21.15		
New York Times		32.94	248.36	
Fees and Commissions:				
Attorney fees recited in notes		4498.27		
Assignee's Commission on $64,502.25		3375.10		
Attorney fee allowed in mortgages		150.00	8023.37	8,947.23
Real Estate Taxes				616.32
Mortgagee, per affidavit of debt			44179.02	
Less attorney commissions			4498.27	
			39680.75	
Plus interest @$6.60 per diem from 2/25/66 to 6/3/66 (98 days)			646.80	40,327.55
TOTAL FOR WHICH ASSIGNEE IS ALLOWED				$49,891.10
SURPLUS PROCEEDS FOR DISTRIBUTION				14,764.49
TOTAL ACCOUNTED FOR				$64,655.59

DISTRIBUTION OF SURPLUS PROCEEDS

Notice to Claimants having been published as required by Local Circuit Rules of the Second Judicial Circuit and the Printer's Certificate of Publication having been filed herein and various claims having been filed herein, said claims are hereby determined to participate in the surplus proceeds in the following order of priorty:

H. Kenneth Mackey, Judgment recorded February 24, 1965 in Law No. 2414 against the mortgagors for principal, interest and fees per affidavit of debt filed	$11, 460.00
American National Bank of Maryland, mortgage recorded March 4, 1965 in Liber C.W.C.No. 13 folio 382 against the mortgagors to apply on $7194.36 debt of principal and interest per affidavit of debt filed (leaving a deficiency as of April 15, 1966 of $3889.87)	3,304.49
TOTAL SURPLUS PROCEEDS ACCOUNTED FOR	$14,764.49

June 29, 1966

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed June 29, 1966

IN RE: THE MORTGAGED REAL ESTATE OF WILLIAM J. O'NEILL and CECELIA M. O'NEILL	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 4714

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 29, 1966, the date the audit in the avove 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:

H. Kenneth Mackey, Esquire
109 East Main Street
Elkton, Maryland

John H. Somerville, Esquire
Hinkley and Signley
1600 First National Bank Building
Light and Fedwood Streets
Baltimore, Maryland 21202

William J. O'Neill
and Cecilia M. O'Neill
500 West 19th Street
Wilmington, Delaware

Bank of Delaware
c/o Clayton C. Carter
Lawyers Row
Centreville, Maryland 21617

Gillespie & Son, Inc.
c/o Robert R. Price, Jr.
Lawyers Row
Centreville,Maryland 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on June 29, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 14, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 15, 1966.

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed June 29, 1966

NISI RATIFICATION OF AUDIT

In Re: The Mortgaged
Real Estate of William J. O'Neill
and Cecilia M. O'Neill,his wife

In the Circuit Court for
Queen Anne's County

In Equity
Cause No. 4714

ORDERED, this 29th. day of June, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 15th. day of July, 1966, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed June 29, 1966

EXCEPTIONS TO AUDITOR'S ACCOUNT
Filed July 12, 1966

MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT FOR
WILLIAM J. O'NEILL and	*	QUEEN ANNE'S COUNTY IN
CECILIA M. O'NEILL, his wife	*	CHANCERY NO. 4714

: : : : : : : : : : :

Exceptions to Auditor's Account

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes American National Bank of Maryland, by John H. Somerville and Hinkley and Singley, its attorneys, and pursuant to Rule 595 sg of the Maryland Rules of Procedure , does hereby file exceptions to the Account filed by the auditor in these proceedings, and as reason therefor says:

1. That in the distribution of surplus proceeds, there has been allowed the claim of H. Kenneth Mackey, Esquire, in payment of a judgment recorded February 24, 1965, the amount of which included, in addition to the principal and interest of the indebtedness, an attorney's fee of $1,432.50. That H. Kenneth Mackey, Esquire was the attorney of redord and the auditor should not have allowed the amount of the attorney's fee as a part of said judgment claim.

2. That by reason of the attorney's fees allowed in the mortgage notes foreclosed in these proceedings, the commissions allowed in said Account

to the assignee, who also received daid attorney's fees, were excessive.

3. That the exceptant believes that its claim as second mortgagee is superior to the claim of H. Kenneth Mackey, Esquire, and should therefore have been allowed in full in said Account.

4. And for such other and further reasons to be set forth at the hearing of these exceptions.

AND as in duty bound, etc.

JOHN H. SOMERVILLE
John H. Somerville

HINKLEY AND SINGLEY
Hinkley and Singley
1600 First National Bank
Bldg. Baltimore, Maryland
21202
752-7943
Solicitors for Exceptant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of July, 1966, a copy of the aforegoing Exceptions was mailed, postage prepaid, to H. Kenneth Mackey, Esquire, assignees, 109 E. Main Street, Elkton, Maryland.

JOHN H. SOMVEVILLE
John H. Somerville

EXCEPTIONS TO AUDITORS ACCOUNT
Filed July 14, 1966

IN RE THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
WILLIAM J. O'NEILL and	*	FOR
CECILIA M. O'NEILL, his wife	*	QUEEN ANNE'S COUNTY
	*	CHANCERY NO. 4714

EXCEPTIONS TO AUDITORS ACCOUNT

TO: THE HONORABLE, THE JUDGES OF SAID COURT

H. Kenneth Mackey, as Assignee and as Attorney in these proceedings hereby filed exxeptions to the Auditor's Account upon the following grounds:

1. The attorney fee of $1432.50, supposed to be 15% allowed by a judgment note, has been challenged by a junior mortgagee. The note principal is $9550. and 6% interest from 8/25/65 to 7/25/66 (11 months) is $525.25, a total of $100075.25 to which the correct addition of the 15% attorney fee is $1511.28 for a complete indebtedness of $11586.53.

2. In dorde to conserve as much as possible for the junior mortgagee who now excepts, the foreclosed first mortgages and notes were paid as promptly as possible, to wit, June 3, 1966. On a note authorizing 10% attorney fees, $29548.88 principal and interest was due and paid, permitting an attorneys fee of $2954.89. On a note authorizing 15% attorneys fees, $10778.67 principal and interest was due and paid, permitting an attorneys fee of $1616.81.

3. Therefore in re Paragraph 2 your Exceptant's Affidavit of Indebtedness is hereby amended from $11460. to read $11586.53, an increase of $126.53; and in re Paragraph 3 the Affidavit of Debts with respect to Attorney Fee Recited in Notes is hereby amended from $2907.69 and $1590.58 to read $2954.89 and $1616.81 respectively, an increase of $73.43. These increased ($126.53 and $73.43) total $199.96 additional payable to your Exceptant and decreases the sums available for the junior mortgagee by an equal amount.

WHEREFORE YOUR EXCEPTANT PRAYS:

1. For an additional allowance of $199.96 as outlined.

2. For such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

H. KENNETH MACKEY
H. Kenneth Mackey, as Assignee
and as Attorney, Exceptant

STATE OF MARYLAND)
COUNTY OF CECIL) SS:

I HEREBY CERTIFY that on this 13th day of July, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Cecil aforesaid personally appeared H. KENNETH MACKEY, as Assignee and as Attorney and made oath in due form of law that in so far as the foregoing Exceptions include and Amendment of Affidavits of Indebtedness the facts outlined are true and correct.

WITNESS my hand and Notarial Seal the day and year first herein

written.

MARGARET R. JOY
Notary Public
My commission expires: 7/1/67

Notary
Public
Seal

I HEREBY CERTIFY that on this 13th day of July, 1966, a copy of the aforegoing Exceptions to Auditor's Account was mailed, postage prepaid, to John H. Somerville, Edquire, Hinkley and Singley, 1600 First National Bank Building, Baltimore, Maryland 21202, Solicitors for Exceptant, American National Bank of Maryland.

H. KENNETH MACKEY
H. Kenneth Mackey

PETITION TO ADJUST AUDIT
Filed July 18, 1966

IN RE: THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
WILLIAM J. O'NEILL and	*	FOR
CECILIA M. O'NEILL, his wife	*	QUEEN ANNE'S COUNTY
	*	CHANCERY NO. 4714

PETITION TO ADJUST AUDIT

TO: THE HONORABLE, THEJUDGES OF SAID COURT

Your Petitioner, H. Kenneth Mackey, respectfully states:

I

That he heretofore filed Exceptions to the Audit in this case pointing out that an additional $199.96 was due to him and there is no desire to change this exceptias hereinafter set out.

II

That the case of Weiner v Swales 217 Md 123 has been brought to his attention for the first time this date; that on the strength of this case he desires to relinquish any and all claim to any attorney's fee as judgment creditor in Law Case No. 2414; and, that this will reduce his claim (as adjusted in his Exceptions to Audit) by the sum of $1511.28. III

That by adding $199.96 (Paragraph I) and deduction $1511.28 (Paragraph II) the net deduction in his claim equals $1311.32 which should be available, subject to any extra costs, for the claim of the junior mortgagee.

WHEREFORE YOUR PETITIONER PRAYS:

1. That by appropriate order the audit be adjusted accordingly.

2. That he be granted such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

H. KENNETH MACKEY
Petitioner

I HEREBY CERTIFY that on this 15th day of July, 1966, a copy of the aforegoing Petition to Adjust Audit was mailed, postage prepaid, to John H. Somerville, Esquire, Hinkley and Singley, 1600 First National Bank Building, Baltimore, Maryland 21202, Solicitors for Exceptant, American National Bank of Maryland.

H. KENNETH MACKEY
H. Kenneth Mackey

MEMORANDUM OF AUTHORITIES
Filed Sept. 23, 1966

IN RE: THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
WILLIAM J. O'NEILL AND	*	FOR
CECILIA M. O'NEILL, HIS WIFE	*	QUEEN ANNE'S COUNTY IN
	*	CHANCERY NO. 4714

MEMORANDUM OF AUTHORITIES

Exceptant, the American National Bank, a junior mortgagee has been allowed by the Auditor $3304149 against a claim for $7194.36. It urges four grounds requiring it be paid in full.

The first ground is admitted by all parties to be sound and increases the Exceptant's share by$1432.50 leaving $2457.37 in dispute.

Secondly the Exceptant, while not objecting to attorneys fees, urges commissions are excessive. Commissions are not excessive, Second Judicial Circuit Local Rule 1300. Assuming arguendo that the ground as stated is broad enough to urge that both fees and commissions are excessive or should not be paid to the same person, this is answered by Smith v Jones, Chancery 4500, Queen Anne's County and Gaither v. Tolson, 84 Md. 637.

The fourth is for such grounds as may be raised at the hearing. This phraseology is too general to merit consideration. Miller on Equity, Section 545.

The third exception is that "The Exceptant believes that its claim is superior to the claim of H. Kenneth Mackey, Esquire" who is a senior judgment creditor. No reason is given. This is merely a conclusion too general, too vague and too uncertain to stand, Miller on Equity, Section 545, Young v. Omohundro, 69 Md. 424, 431-432, Calvert v. Carter, 18 Md. 73, 90, 111, Thomas v. Visitors, 9 G. & J. 115,121.

If the third exception were to be considered, we must rely on counsel's argument, not evidence, to determine exceptant's posture. While admitting it has done well solely thru the efforts of H. Kenneth Mackey (referring to his saving an earlier sale from ratification which would have placed the Exceptant at the tail end of a huge deficit by the mortgagors), the Exceptant argues that it would like to do better, that it would like its claim allowed in full and that it is inequitable not to do so. While admitting it agreed to subordinate to $49,000. at the time, it argues that the inequity is that it did not know that part of this $49,000. was a judgment to be held against the mortgagors by H. Kenneth Mackey. Candidly admitting that had it known this fact it probably would not have made any difference it argues nevertheless that it should have been told. The Exceptant admits no fiduciary relationship existed between Mr. Mackey and the Exceptant. It offers in evidence a February 12, 1965 letter to the Exceptant where Mr. Mackey clearly stated $9550. (the amount of what later became the Mackey judgment) would be needed above the existing mortgages if the sale was to be saved from ratification and that the total needed was about $49,000. If it could not be fairly inferred from this letter that the amount of the existing mortgages was about $39,500. the public records of Queen Anne's Count so indicated so that the Exceptant had constructive notice of the fact.

The foregoing paragraph contains the sum total of all the evidence and argument offered by the Exceptant to discharge its burden of proof by convincing the Court by a preponderance of the evidence that its exceptions should be sustained.

Answering the Exceptant Mr. Mackey points out the problems of refinancing in the February 12, 1965 letter which is in evidence. He was trying to solve a part of the problem by seeing if the Exceptant would subordinate its lien. The Exceptant did agree to do so. He did not then know how he would solve the rest of the problem. He hoped it would be a complete refinancing by a third part. He least wanted to do what he eventually had to do to save the sale from ratification, to wit, put his own funds in and take a note as security. He did not agree to do so until all else failed.

It is submitted we must evaluate the position of the parties to these Exceptions and weigh the relative equities as of February 1965. What did Mr. Mackey accomplish? He saved the property for the mortgagors whom he then represented. In doing so he saved the Exceptant from a $6730. loss. The whole basis of the Exceptant's case here is that in saving the Exceptant, he failed to tell the Exceptant that, at the last minute, he was force to lend funds to the mortgagors for which he took a note which in turn he recorded as a judgment for his protection. While he regrets that he did not tell the Exceptant he sees no prejudicial harm because the total refinancing ($48,075.) was well within the limits ($49,000.) to which the Exceptant had already agreed to subordinate.

We now turn to a rhetorical question propounded by the Court to be answered by the parties. A subordination agreement was prepared by Mr. Mackey and submitted to Exceptant's counsel as an enclosure to the February 12, 1965 letter for consideration by the Exceptant. On February 17, 1965 Exceptant executed it. Mr. Mackey placed this agreement in evidence. The execution was responsive to the February 12, 1965 letter which stated the subordination would have to be to $49,000. in superior liens if the sale was to be saved from ratification. The Agreement reads "PROVIDED this Subordination shall not be a sum of indebtedness greater than $49,000.00". The rhetorical question is whether this provision was intended to refer to a ceiling at that time or for all time. The Exceptant stood mute. The Exceptant made no answer. But it is sugnificant that it did not argue, and it must be concluded that it is not the contention of the Exceptant, that the proviso was intended to invoke a permanent ceiling. Mr. Mackey states unequivocally that it was not the intent to invoke a permanent ceiling, that the Exceptant, a national bank, guided by its counsel must have known that another bank was not going to agree to subordinate its future rights to interest and cost of foreclosure. The natural and reasonable construction of the proviso is that it referred to the present and not to all future time.

The Court has reminded the parties of a maxim that an instrument, to wit, the subordination agreement, is to be construed against the drawer, to wit, Mr. Mackey. We think the drawer first of all has to be a party to the agreement or at least a third party beneficiary then (not later) in order to be subject to this maxim. Mr. Mackey on February 12, 1965 was neither a party nor a beneficiary. Mr. Mackey only became a beneficiary several days later when not by choice but with reluctance and out of necessity he was forced to loan the mortgagors money and take a note. But even conceding arguendo that this maxim has application, the latest pronouncement of the Court of Appeals is thatit is "only a rule of secondary construction and perhaps should have but slight force where both parties are represented by counsel", Rossi v. Douglas, 203 Md. 190 and depending upon the facts of the particular case it may be entitled to no force. M.L.E. Contracts, Section 140.

For the many reasons stated it is respectfully urged that the

exceptions to the Audit by the American National Bank be disallowed except for $1432.50 which should be allowed.

The writer has filed exceptions to the Audit asking that interest be allowed to date on his judgment inasmuch as the delay in distribution was not his fault. He does not believe that the special statutory rule limiting the mortgagee to interest 60 days beyond the date of sale would be applicable. The writer prays for allowance of interest to date.

Respectfully submitted,

H. KENNETH MACKEY
H. Kenneth Mackey

I CERTIFY a copy of this Memorandum of Authorities was mailed to John H. Somerville, Esquire, Attorney for Exceptant, 1600 First National Bank Building, Baltimore, Maryland 21202 September 14, 1966.

H. KENNETH MACKEY
H. Kenneth Mackey

COPY OF LETTER FROM
H. KENNETH MACKEY TO
John H. Somerville
Filed Sept. 23, 1966

H. KENNETH MACKEY
Attorney At Law
Elkton, Cecil County
Maryland 21921

February 12, 1965

John H. Somerville, Esquire
Hinkley & Singley
1600 First National Bank Building
Baltimore, Maryland 21202

Dear Mr. Somerville:

You are counsel of record in Queen Anne's County Law No. 2382 filed November 9, 1964 in Centreville for American National Bank of Maryland, 8701 Georgia Avenue, Silver Spring. Defendants are William J. O'Neill and Cecilia M. O'Neill, his wife. I represent them. It is a confess judgment note for $6500.

The foreclosure sale of their only asset, a 170 acre tract, awaits ratification by the Court. By filing exceptions and by other persuasion, the mortgagee (who was the buyer at foreclosure sale) has agreed to let us pay off the mortgage, interest and costs and he will dismiss the suit. To do so we must refinance because my fee and costs of foreclosure exceeds the maximum assignable amount of the mortgage ny $9550.

Reiterating that the O'Neills have no assets in Maryland except this 170 acre tract, if the sale is ratified they will have nothing. If we can settle as outlined above the land will be saved. I believe it is worth at least $60,000. More experienced experts say $70,000. or more so I am being conservative. Buildings are worth $15,000., 1500 feet of prime waterfront @$15. is worth $22,500., 84 acres of fastland $8400., 35 acres of marshland @50., $1750. and 66 - 1/2 Acre lots in a platted subdivision with Community Beach rights on the Chester River $13,200. -- Total $60,850.0

However, the lender who will be essential to effect a settlement will not lend over $49,000. and wants to be first all the way. Hence we would need you to subordinate. Please clear this with your client and advise me. I have prepared and enclosed a Subordination Agreement. This is obviously to our mutual advantage.

Very truly yours,

H. KENNETH MACKEY

HKM:mj
Enclosure:
Subordination Agreement

SUBORDINATION OF LIEN OF JUDGMENT
Filed Sept. 23, 1966

AMERICAN NATIONAL BANK OF MARYLAND	*	IN THE CIRCUIT COURT
vs	*	FOR
WILLIAM J. O'NEILL and CECILIA M. O'NEILL et al.	*	QUEEN ANNE'S COUNTY
	*	LAW NO. 2382

SUBORDINATION OF LIEN OF JUDGMENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

American National Bank of Maryland hereby subordinates the lien,

legal operation and effect of the judgment in the above captioned case against William J. O'Neill and Cecilia M. O'Neill, his wife, to certain instruments of debt executed by the said William J. O'Neill and Cecilia M. O'Neill, his wife, and about to be recorded among the records of Queen Anne's County PROVIDED this subordination shall not be for a sum of indebtedness greater than $49,000.

Please file this Subordination in the above captioned case.

WITNESS the hand of the said Corporation by E.F. Case, its Vice President & Cashier, with the corporate seal impressed, all duly attested by its Asst. Cashier, this 17th day of February, 1965.

ATTEST:

WILLIAM B. ALBERT
William B. Albert
Asst. Cashier

AMERICAN NATIONAL BANK OF MARYLAND

By: E. F. CASE
E. F. Case
Vice President

JOHN H. SOMERVILLE
John H. Somerville
Attorney for the Plaintiff

MEMORANDUM AND ORDER
Filed Sept. 23, 1966

IN RE: The Mortgaged Real	IN THE CIRCUIT COURT FOR
Estate of WILLIAM J. O'NEILL	QUEEN ANNE'S COUNTY IN EQUITY
and CECILIA M. O'NEILL, his wife	CHANCERY NO. 4714

MEMORANDUM and ORDER PARTIALLY SUSTAINING AND PARTIALLY OVERRULING EXCEPTIONS.

American National Bank, the holder of a Third Mortgage, which was a fourth lien (a Judgment following the first two Mortgagees became the third lien) filed Exceptions to certain allowances in the Audit as follows:

(1) TO Attorney's Commissions allowed to H. Kenneth Mackey, Esq., as Attorney of record, who entered the Judgment which constituted the Judgment lien prior to Exceptant's Mortgage, he being also the holder of the Judgment and Note upon which it was entered, and the surplus proceeds of sale being insufficient to pay Exceptant's claim in full. The Commissions on the Judgment amount to $1432.50;

(2) TO allowances to said H. Kenneth Mackey, Esq., Assignee and Vendor, for Commissions as Attorney for collection of the Mortgage debts under which sale was made as well as Maximum Commissions per Rule of Court as the Assignee making sale;

(3) FOR allowance to H. Kenneth Mackey, Esq., of his full claim as owner of the Judgment debt and his fees as Assignee and Vendor because "exceptant believes that its claim as second (third) mortgagee is superior to the claim of H. Kenneth Mackey, Esquire, and should have been allowed in full in said account."

THE Exceptions came on for hearing on Friday, September 9, 1966, and although no testimony was taken thereon, two (2) documents were filed by Counsel as Exhibits to support their arguments, viz: a letter dated February 12, 1965, from Mr. Mackey to the Attorney for the Exceptant, and a Subordination Agreement mentioned in the letter. (Both are photo copies).

FROM said Exhibits and the records of this Court in this Foreclosure case, in a previous Foreclosure case under the same two (2) Mortgages dismissed by agreement of the then holder of the Mortgages and the Mortgagors, and from the records of this Court in the Judgment case of Mackey vs. O'Neill, et al, the Court finds the following facts:

THE First and Second Mortgages (here foreclosed) were once owned by one J. J. Manning, Jr., who assigned them to John Palmer Smith, Esq., for collection by Foreclosure or otherwise. Smith brought Foreclosure proceedings; sale was made, and Exceptions filed by the O'Neills, Mortgagors, through their Attorney, Mr. Mackey. After a hearing and argument on those Exceptions, but before the Court ruled thereon, the Parties to that suit, Assignee and Mortgagors, Defendants, dismissed the same by agreement. The Mortgagors then sought to refinance their Mortgage debts and Mr. Mackey, by his letter to the Attorneys for Exceptant, requested the Bank in his letter of February 12, 1965, to subordinate a Judgment which the Bank held against his clients, the Mortgagors, to a lender who would not lend over $49,000.00, and wanted to be "first all the way". With his letter, he enclosed a paper prepared by himself for signature by the Bank and its Attorneys by which the Bank, withour recitation of consideration, subordinated its Judgment" to certain instruments of debt executed by said William J. O'Neill and Cecilia M. O'Neill, his wife, and about to be recorded among the land records of Queen Anne's County PROVIDED this subordination shall not be for a sum of indebtedness greater than $49,000.00". It was signed than by the Bank and its Attorneys and dated February 17, 1965, but was not filed in the Judgment case. Presumably it was returned to Mr. Mackey, who produced the photo copy of the executed original at the hearing.

ON February 25, 1965, the O'Neills executed a Mortgage (the one filed as claim herein by the Exceptants) to the Bank for the sum of $6,730.00, and on March 4, 1965, the Bank entered, through its Attorneys, an Order in the Judgment case as follows: "Plaintiff satisfied; Judgment in this case assigned to use of

Wm. J. O'Neill and Cecilia M. O'Neill, his wife, against Gus Morrow," a third defendand in the Judgment. The Judgment was for $6500.00 plus interest, costs and Attorney(s Commissions. It had originally been entered on November 9, 1964.

IN the re-financing by the O&Neills, the money came from two (2) sources, viz: (1) The Peoples Bank of Elkton which, instead of taking a new Mortgage or Mortgages from the O'Neils, took Assignments from Manning of the old two (2) Mortgages for the total sum of the then existing balances on the Mortgage debts - $38,525.00; and (2) Mr. Mackey, personally, who took a Judgment Note for $9,500.00.

Mr. Mackey, throughout the negotiations and re-financing in 1965 represented the O'Neils and is not shown to have represented the Exceptant in any way.

CONCLUSIONS

THE Court's conclusions are, therefore, as follows:

(1) THAT Exception No. 1 must be sustained, as an owner of or obligee of a Confessed Judgment Note who himself, as an Attorney enters Judgment on the Note, cannot also claim the Attorney's fee for collecting the debt, (WEINER v. SWALES, 217 Md. 123), and, therefore, his claim must be reduced by the amount of $1432.50;

(3) THAT Exception No. 2 must be overruled. An Attorney to whom a debt is referred for collection by Foreclosure of a Mortgage securing the debt is entitled to Commissions for making the sale and Attorney's fees for collecting the debt. The functions performed and the services are for different things. (GAITHER v. TOLSON, 84 Md. 637);

(3) THAT Exception No. 3 must be overruled. There is no explanation why the Bank, Exceptant, "satisfied" its Judgment against the O'Neills, which was a prior lien to the Judgment of Mr. Mackey against them, nor does the Exceptant contend that he in any way induced it to do so. The substitution by the Bank of a later Mortgage for a prior Judgment, without any suggestion or inducement on Mr. Mackey's part is no reason to distrub legal priority of his lien. Then, too, the Bank had agreed, albeit without consideration, to subordinate its Judgment lien to "certain instruments of debt - - (of the O'Neills) --- about to be recorded" on February 17, 1965. Mr. Mackey's Judgment was entered on February 24, 1965, and the Extension Agreement of the first two (2) Mortgages was recorded February 25, 1965. And the subordination was to be to the extent of $49,000.00. The instruments of debt recorded (2 Mortgage Assignments and Agreement of Extension total $38,525.00 and Confessed Judgment $9500.00) did not exceed $49,000.00.

ORDER

IT IS, therefore, in accordance with the above Opinion, ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of September 1966, that the Exceptions be sustained to the extent indicated and the Auditor is directed to state a new Audit, reducing the Judgment claim of H. Kenneth Mackey, Esq., by $1432.50.

THOS J. KEATING JR.
JUDGE

ORDER FOR APPEAL
Filed Oct. 10, 1966

IN RE: THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
WILLIAM J. O'NEILL and	:	QUEEN ANNE'S COUNTY IN EQUITY
CECILIA M. O'Neill, his wife	:	CHANCERY NO. 4714

ORDER FOR APPEAL BY AMERICAN NATIONAL BANK OF MARYLAND, CLAIMANT-EXCEPTANT

Mr. Clerk:

Enter an appeal to the Court of Appeals of Maryland, on behalf of American National Bank of Maryland, from the Order entered in this action on September 23, 1966.

JOHN H. SOMERVILLE
John H. Somerville

HINKLEY AND SINGLEY
Hinkley and Singley
1600 First National Bank Bldg.
Baltimore, Maryland 21202
752-7943
Attorneys for Claimant-Exceptant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of October, 1966, a copy of

the aforegoing Order for Appeal was mailed, postage prepaid, to H. Kenneth Mackey, Esq., 109 East Main Street, Elkton, Maryland, Assignee.

JOHN H. SOMERVILLE
John H. Somerville

REPORT AND PETITION
Filed July 19, 1967

IN RE: THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
WILLIAM J. O'NEILL AND	*	FOR
CECILIA M. O'NEILL, HIS WIFE	*	QUEEN ANNE'S COUNTY IN
	*	CHANCERY NO. 4714

REPORT OF H. KENNETH MACKEY, ASSIGNEE AND
PETITION TO BE RELIEVED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

H. Kenneth Mackey, Assignee, respectfully states:

That from the proceeds of sale as stated in the Audit he has distributed the total for which the Assignee is allowed in said Audit, to wit, $49,891.10 except for an item of $4498.27 for attorney's commissions allowed in the notes which has not been paid and which the Court of Appeals has recently ruled should not be paid but should be added to the surplus proceeds for distribution. This will make the surplus proceeds $19,262.76. Of this amount $10,027.50 has been distributed to H. Kenneth Mackey for his judgment and $7,194.36 to American National Bank for its mortgage claim in full leaving a balance to be distributed of $2040.90 which the Assignee reports he has on hand and desires to turn ove to a Successor Assignee because he has been appointed to the Bench in the Second Judicial Circuit and must discontinue ithe practice of law as of July 20, 1967.

WHEREFORE YOUR PETITIONER PRAYS that he and his surety be relieved from further responsibility in this cause upon the turn over of the funds to a Successor Assignee, that a Successor Assignee be appointed, and that he be granted such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

H. KENNETH MACKEY
H. Kenneth Mackey, Assignee,
Petitioner

STATE OF MARYLAND)
COUNTY OF CECIL) SS:

I HEREBY CERTIFY that on this 18th day of July, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Cecil aforesaid, personally appeared H. KENNETH MACKEY, ASSIGNEE, and made oath in due form of law that the facts stated in the foregoing are true and correct to the best of his knowledge, information and belief.

EITNESS my hand and Notarial Seal the day and year first herein written.

MARGARET R. JOY
Notary Public
My commission expires: 7/1/69

Notary
Public
Seal

At the foot of the aforegoing is the following notation:

"The above is not proper nor necessary. Papers to be referred to the auditor, as per remand."

T J K Jr.

MANDATE
Filed Aug. 1, 1967

MANDATE

COURT OF APPEALS OF MARYLAND

No. 493 , September Term, 1966

American National Bank of Maryland	)	Appeal from the Circuit Court for Queen Anne's County.
	)	
v.	(	Filed: October 31, 1966.
	)	
H. Kenneth Mackey, Assignee	)	June 30, 1967: Order reversed and case remanded to the lower court with instructions to require the auditor to re-state the account in accordance with this opinion. Appellee to pay the costs of this appeal. Opinion by Marbury, J.

STATEMENT OF COSTS:

IN CIRCUIT COURT:

Record	$15.00
Stenographer's Costs	-

In Court of Appeals:

Filing Record on Appeal	$20.00
Printing Brief for Appellant	207.39
Reply Brief	
Portion of Record Extract - Appllant	
Appearance Fee - Appellant	10.00
Printing Brief for Appellee	107.26
Portion of Record Extract - Appellee	
Appearance Fee - Appellee	10.00

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.

Court of Appeals Seal

In testimony whereof, I have hereunto set my hand and as Clerk and affixed the seal of the Court of Appeals, this thirty-first day of July A.D. 1967.

J. LLOYD YOUND

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

IN THE COURT OF APPEALS OF MARYLAND

No. 493

September Term, 1966

AMERICAN NATIONAL BANK OF MARYLAND

v.

H. KENNETH MACKEY, ASSIGNEE

Hammond, C. J.
Horney
Marbury
Oppenheimer
Barnes
McWilliams
Finan,

J.J.

Opinion by Marbury, J.

Filed: June 30, 1967

The Peoples Bank of Elkton, mortgagee, through its assignee for collection, H. Kenneth Mackey, appellee, brought suit in the Circuit Court for Queen Anne's County to foreclose first and second mortgages in default under powers of sale contained in the mortgages. The appellant, American National Bank of Maryland, filed a claim in the proceedings for $7,194.36, under a third mortgage, against the proceeds of sale. The auditor's report on the distribution of the foreclosure proceeds stated a $3,889.87 deficiency for the appellant, which excepted to the allowance in the report of certain fees and commissions as costs of sale. The exceptions were partially sustained and partially over-ruled. This appeal was taken from the part of the order which allowed payment of both the collection commissions stipulated in the two notes secured by the foreclosed mor tgages and the sale commissions and fees provided by the terms of the mortgages themselves.

The Peoples Bank of Elkton was the holder, under assignment to it without recourse on February 25, 1965, from the original mortgagee, William J. J. Manning, Jr., of a purchase money mortgage dated March 27, 1963, which secured a promissory note of the same date in the sum of $40,000, and a second mortgage which secured a promissory note, both dated May 18, 1964, in the sum of $10,000.

The note secured by the $40,000 purchase money mortgage authorized "any attorney of any court of record in Maryland or else where, to appear, either at or after maturity thereof for (me) (us) in any court of record or before any Justice of the Peace, and consent to the docketing of a case wherein (I) (we) shall be defendants, and to confess a judgment against (me) (us) in favor of the plaintiff for the

for the above sum and interest thereon, with costs of suit and without stay of execution and with 10% commissions for collection ***." The deposit of the mortgage as collateral security was then cited and was followed by a printed provision authorizing the sale of the collateral security at any time on default to liquidate any payment due, including interest and costs thereon.

The purchase money mortgage recited that it was executed to secure payment of the $40,000 note and set forth the terms of the note as to the amount of the principal, interest and time for repayment; no reference was made to costs or collection commissions provided by the note. It further privided a power of sale in the event of default, under which, in addition to a foreclosure sale commission, a fee of $100 was stipulated to be paid from the sale proceeds.

The note secured by the second mortgage promised to pay $10,000 * **" with all costs and 15 per centum commissions for collecting same, and I, we, or either of us, whether makers, securities, endorsers, or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be netered by the proper official,at any time after maturity for the amount due hereunder, with all exemptions waived."

The second mortgage recited that it was executed to secure payment of the $10,000 and set forth the terms of the note as to the amount and time for repayment; no reference was made to costs or collection commissions provided by the note. It further provided a power of sale in the event of default, under which, in addition to a foreclosure sale commission, a minimum counsel fee of $50 was stipulated to be paid from the sale proceeds.

The maturity dates of the mortgages were modified by addendum on February 25, 1965.

On July 28, 1965, The Peoples Bank of Elkton assigned the notes and the mortgages and addendum for collection by foreclosure or otherwise, to H. Kenneth Mackey, the appellee, the indebtedness being in default. The appellee instituted foreclosure proceedings under the power of sale contained in the mortgages. Mackey thereafter filed a petition in the proceedings to share in any surplus proceeds as judgment creditor, by virtue of a judgment entered FEbruary 24, 1965, by confession in his favor against the mortgagors under their note to him, in the sum of $9,550, with interest, costs and a fifteen per cent attorney's collection commission of $1,432.50. Appellant filed its petition as creditor for the sum of $7,194.36 under a third mortgage.

The property was sold at public auction by the appellee, as assignee, and the sale was ratified and confirmed by order of court. From the sale proceeds of $64,502.25 there remained, under the auditor's report, surplus proceeds in the amount of $14,764.49. Appellee's claim was given priority by the auditor over that of the appellant, and full satisfaction thereof in the amount of $11,460 was allowed from the surplus proceeds, including the fifteen per cent attorney's commission of $1,432.50 under the note. The balance of the surplus proceeds, which consisted of $3,304.49, was applied to appellant's claim, leaving it with a deficiency of $3,889.87 as of the date of sale. Appellant's exception No. 1 to the allowance of the $1,432.50 attorney's commission was sustained, the court holding that the owner of or obligee of a confessed judgment note who himself, as an attorney, enters judgment on the note, cannot also claim the attorney's fee for collecting the debt. Appellant's deficiency was thereby reduced to $2,457.37. Among the costs of sale allowed by the auditor to the appellee as assignee for collection of the foreclosed first and second mortgages, were the following fees and commissions: attorney's fees recited in the notes secured by the mortgages, $4,498.27; assignee's commission on the $64,502.25 proceeds of sale, $3,375.10; and attorney's fees stipulated in the mortgages, $150; for a total of $8,023.37.

Appellant's exception No. 2 stated that "by reason of the attorney's fees allowed in the mortgage notes foreclosed in these proceedings, the commissions allowed in said Account to the assignee, who also received said attorney's fees, were excessive." The exception was overruled and this appeal taken.

On appeal appellee argued that the only challenge to the auditor's report by the appellant was to the compensation provided in the mortgages. Since appellant did not challenge below the compensation provided by the notes and since it had abandoned on appeal the question of compensation provided by the mortgages, appellee argued, there was nothing before this Court to decide.

Although the exception is inartfully stated, it can reasonably be read to have excepted to the allowance of collection commissions on the notes. "Mortgage notes" may fairly be read as meaning notes secured by mortgages. In any event, the exception filed by the appellants was exact and definite as to the item of the account excepted to (fees and commissions), and it was not necessary that all reasons relied on to support the exception should have been stated in the exception itself. Stokes v. Detrick, 75 Md. 256, 23 Atl. 846.

The court below overruled the second exception on the basis of the decision in Gaither v. Tolson, 84 Md. 637, 36 Atl. 449. That case held that an attorney to whom a debt is referred for collection by foreclosure of a mortgage containing a power of sale and providing for attorney's commissions incurred in the collection of the indebtedness secured by it is entitled to commissions for making the sale and attorney's fees for collecting the debt. This rule was not applicable to the issue of whether collection commissions on the notes were payable to appellees; because in the Gaither case, the court did not have before it a claim for the allowance of collection commissions stipulated in a note in addition to the legal fees and commissions paid under the terms of a mortgage. By erroneously applying the law of Gaither to this issue, the court was in error in allowing payment of both the collection commissions stipulated in the two notes and the fees and commissions provided by the mortgages.

An attorney's fee specified in a promissory note authorizing a

judgment by confession for the amount due with interest and attorney's fees can be collected only upon confession of judgment as specified in the note. Eaton v. Commercial Nat. Bank, 66 Colo. 450, 182 Pac. 890 (1919); Schmoldt v. Chicago Stone Setting Co., 309 Ill. App. 445, 33 N.E. 182 (1941). See Webster v. People's Loan Etc. Bank, 160 Md. 57, 152 Atl. 815. No allowance is made for attorney's commissions unless services contemplated for such allowance and commensurate therewith are actually rendered. Webster v. People's Loan Etc. Bank, supra.

In the present case, only one principal indebtedness existed under each mortgage and the note it secured. The notes made reference to the mortgages which secured the notes, and the mortgages indentified to notes and recited the terms of the notes with respect to the principal indebtedness, interest, and time for payment. However, neither the notes nor the mortgages provided that action on one was action on the other, thereby entitling an attorney to the fees provided by both. Each instrument provided for its own relief on default. The mortgages provided, by stipulation of attorney's fees, for legal services with respect to foreclosure and a sale; and the notes, by stipulation of collection commissions, provided for attorney's fees upon a confessed judgment.

However, while the functions and performances of services for which the allowances were made in the instruments were both for the purposes of securing repayment of the indebtedness in default, they were neverthelwss distinct. Tompkins v. Drennan, 95 Ala. 463. 10 So. 638 (1892).

In Tompkins, the defendant sold certain land under a power of sale in a mortgage which had been made to secure two promissory notes payable to the defendant. Plaintiff excepted to the sum retained by defendant as attorney's fee. The mortgage conferred upon the mortgagee a power to sell the property and to pay for expenses of sale and of attorney's fees. This was the extent of the provision in the mortgage on the subject. In each of the notes it was provided that the undersigned agreed that in case the notes were not paid at maturity, the mortgagor was to pay not less than ten per centum for collection. The Court, in holding that the mortgagee could not retain ten per centum out of the proceeds of sale under the power, said:

> "There is one provision in the mortgage itself for the payment of attorney's fees, and another and different provision on the same subject in the notes which were secured by the mortgage. * * * The two provisions are separate and distinct, without any reference in the one to the other. There is an indegpendent field of operation for each of them. A creditor whose demand is evidenced by the debtor's personal obligation, which is secured by a mortgage upon land, has the choice of foreclosing the mortgage upon the breach of the condition thereof, or of proceeding against the debetor without regard to the mortgage security. If either of the two resourses may be exhausted without satisfying the demand, resort may be had to the other. Until the demand is satisfied, the creditor may seek at the same time, but by seaparate and independent proceedings, both the enforcement of the personal liability of the debtor, and the foreclosure of the mortgage security. The power of sale in the mortgage affords a means of enforcing the security alone. In making a sale under the power, the creditor avails himself of a special provision for subjecting to the satisfaction of his demand only the property covered by the mortgage. The exercise of the power may involve the expense of attorney's or solicitor's fees. In the present case the payment of such fees out of the proceeds of sale is authorized by the terms of the power itself. This provision covers only such fees as are incident to the excercise of the power, and does not cover expenses incurred for fees for the prosecution of an action at law on the notes, or of a bill in chancery for the foreclosure of the mortgage. * * * There is nothing, either in the mortgage or in the notes, to show that it was the intention of the parties that the provisions in the notes on the subject of attorney's fees should apply in the case of a sale under the power; and as the provision in the mortgage itself fully covers that contingency, and there are other and different contingencies in which the provisions in the notes as to the attorney's fees would be applicable, our conclusion is that those provisions do not cover the case of a sale under the power." 10 So. at 639.

The only legal service performed by appellee was that done in the foreclosure of the mortgages for which fees for such services were provided by the terms of the mortgages. A second fee for the same services was not contemplated under the terms of the notes, since they were not payable unless services were rendered when confessed judgments were entered. The fees provided in the notes were not gratuities to which the atorney was entitled upon the entry of his appearance, and payment of such fees without corresponding services was in error. See Webster v. People's Loan Etc. Bank, supra.

We condlude that the chancellor by his order of September 23, 1966, erred in not sustaining appellant's exception No. 2, thereby allowing payment of both the collection commissions stipulated in the two notes secured by the foreclosed mortgages and the commissions and fees provided by the terms of the mortgages themselves. He shoudl have disallowed the payment of the collection commissions stipulated in the two notes./

ORDER REVERSED AND CASE REMANDED TO THE LOWER COURT WITH INSTRUCTIONS TO REQUIRE THE AUDITOR TO RE-STATE THE ACCOUNT IN ACCORDANCE WITH THIS OPINION. APPELLEE TO PAY THE COSTS OF THIS APPEAL.

ORDER OF COURT
Filed Aug. 1, 1967

IN RE: The Mortgaged Real Estate of

WILLIAM J. O'NEILL and

CECILIA M. O'NEILL, his wife.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 4714.

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 1st day of August, 1967, that, in accordance with the Order of Remand from the Court of Appeals dated June 30, 1967, and filed herein on August 1, 1967, the papers in this case be and the same are hereby again referred to the Auditor of this Court for the purpose of re-stating the Audit of Accounts in this case in accordance with the Opinion of the Court of Appeals rendered herein.

THOS J. KEATING JR.
JUDGE

REPORT OF AUDITOR
Filed Oct. 26, 1967

IN RE: THE MORTGAGED REAL ESTATE OF

WILLIAM J. O'NEILL AND

CECILIA M. O'NELLL, HIS WIFE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4714

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 restated pursuant to the Order of this Court of August 1, 1967, and the Mandate of the Court of Appeals of Maryland, of June 30, 1967.

2. That in the within account H. Kenneth Mackey, Assignee of the mortgages foreclosed in this proceeding is charged with the gross proceeds of the sale made by him, plus interest and adjustment of taxes and insurance, and is allowed thereafter all costs not personal which were necessary in this cause, for which proper bouchers were originally produced in the first account filed by your auditor and in addition thereto has been allowed additional court costs of this court as well as the court costs incurred in the appeal to the Court of Appeals of Maryland and and additional fee for your auditor for stating this second account. Said vendor was not allowed commissions on the notes secured by the mortgages foreclosed in these proceedings accordance with the Court of Appeals of Maryland's Mandate. Thereafter there appear to be a surplus proceeds of sale.

3. That the surplus proceeds were directed to be paid first to H. Kenneth Mackey, a judgment creditor for his principal and interest, next to American National Bank of Maryland, in payment of its principal and interest on its third mortgage, and the balance was directed to be distributed as a partial payment to Bank of Delaware on its judgment which was entered prior to the sate of sale. No part of the claim of Gillespie & Son, Inc. was allowed since the proceeding claims has priority.

Respectfully submitted,

T. THOMAS CLARK
Auditor

October 26, 1967

Cause No. 4714

The proceeds of the sale of land reported in this cause, in account with H. Kenneth Mackey, Assignee, of the mortgages foreclosed in these proceedings (and vendor of said land)

Cr.

1967		
Aug. 1	By proceeds of the sale of said land, per report of said vendor, to wit:----------	$64,000.00
	By interest on unpaid balance for 1 month and 19 days, per statement of said vendor, to wit:----------	502.25
	By prorating taxes for 2 and ½ months, per statement of said vendor, to wit:----------	122.67
	By prorating insurance for 6 months and 5 days, per statement of said vendor, to wit:----------	30.67
By gross proceeds to be accounted for ----------		$64,655.59

Dr.

To H. Kenneth Mackey, Assignee, of mortgages foreclosed (and vendor), per terms of mortgages, to wit:		
1-His commissions for making sale--	$3,375.11	
2-Attorney's fees allowed in two mortgages----------	150.00	3,525.11
To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per receipt, as stated in first account, towit:----------		59.50
To do., for an amount due Charles W. Cecil, Clerk, for court costs, per statement Exhibited, which includes costs since first audit and costs for preparing record for Court of Appeals, to wit:----------		58.65
To do., for an amount due per Mandate of Court of Appeals of Maryland, in cause entitled "American National Bank of Maryland vs. H. Kenneth Mackey, Assignee", as follows:		
1-Filing record on Appeal----------	$ 20.00	
2-Printing Brief for Appellant-----	207.39	
3-Appearance fee-Appellant---------	10.00	
4-Printing Brief for Appellee------	107.26	
5-Appearance Fee-Appellee----------	10.00	354.65
To the following costs allowed in first audit, to wit:		
1-Auditor's fee for stating first account----------	200.00	
2-Bond premium on Assignee's corporate bond----------	256.00	
3-Advertising: Queen Anne's Record-Observer:		
Advertising Sale------$125.00		
Order Nisi---------- 14.00		
Notice toClaimants---- 22.57	161.57	
Baltimore Sum ----------	19.20	
Wilmington News Journal----------	13.50	
Philadelphia Inquirer----------	21.15	
New York Times----------	32.94	
4-Real estate taxes----------	616.32	
5-Auctioneer's fee----------	160.00	1,480.68
To J. Thomas Clark, Auditor, for restating audit, the sum of ----------		50.00
To the peoples Bank of Elkton as payment in full of the two mortgages foreclosed in these proceedings, per statement of debt filed in this cause, the sum of ----------		40,327.55
To amount held by Assignee as surplus proceedd of sale before distribution to other creditors, the balance or the sum of ----------		18,799.45
	$64,655.59	$64,655.59

Cr.

By balance carried forward for distribution to creditors of William J. O'Neill and Cecilia M. O'Neill, his wife ---------- $18,799.45

Dr.

To H. Kenneth Mackey, Judgment creditor, judgment recorded February 24, 1965, in Law No. 2414 against O'Neills, for principal and interest-----	$10,027.50	
To American National Bank of Maryland, mortgage recorded March 4, 1965, in Liber C.W.C. No1 13, folio 382, against O'Neills, as per statement of debt and claim filed herein ----------	7,194.36	
To Bank of Delaware, c/o Clayton C. Carter, Attorney, on its judgment of $18,398.97, which was entered on the judgment records of Queen Anne's County on April 6, 1966, against the above named O'Neills in Law No. 2571, as a partial payment on said judgment, the balance or the sum of ----------	1,577.59	
	$18,799.45	$18,799.45

October 26, 1967

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Oct. 26, 1967

IN RE: THE MORTGAGED
REAL ESTATE OF
WILLIAM J. O'NEILL AND
CECILIA M. O'NEILL, HIS WIFE

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4714

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 26, 1967, 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:

H. Kenneth Mackey, Esquire
109 East Main Street
Elkton, Maryland

John H. Somerville, Esquire
Hinkley and Singley
1600 First National Bank Building
Light and Redwood Streets
Baltimore, Maryland 21202

William J. O'Neill and
Cecilia M. O'Neill
500 West 19th Street
Wilmington, Delaware

Bank of Delaware
c/o Clayton C. Carter
Centreville, Maryland

Gillespie & Son, Inc.
c/o Robert R. Price, Jr.
Lawyers Row
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 26, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 10, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 13, 1967.

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed Oct. 26, 1967

NISI RATIFICATION OF AUDIT

IN RE: THE MORTGAGED)
REAL ESTATE OF)
WILLIAM J. O'NEILL AND)
CECILIA M. O'NEILL, HIS WIFE)

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

Cause No. 4714

ORDERED, this 26th day of October, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 13th day of November, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Oct. 26, 1967

FINAL RATIFICATION OF AUDIT
Filed Nov. 16, 1967

In Re: The Mortgaged Real Estate of
William J. O'Neill and
Cecilia M. O'Neill, his wife

In the Circuit Court for
Queen Anne's County in Equity
Cause No. 4714

FINAL RATIFICATION OF AUDIT

ORDERED, this 16th, day of November, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and H. Kenneth Mackey, 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.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twentieth day of September in the year nineteen hundred and sixty-five, the following BILL OF COMPLAINT was filed for record, to wit:

VERNON LAM and HELEN LAM, Also Known as Vernie Albert Lam and Helen Louise Lam Centreville, Maryland Complainants	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
ATLAS SUBSIDIARIES OF DELAWARE, INC., Assignee of Mortgage, York Road and Ansley Avenue Philadelphia 26, Pennsylvania Defendant	:	IN EQUITY No. 4730

To be served on State of Maryland, State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Vernon Lam and Helen Lam, also known as Vernie Albert Lam and Helen Louise Lam, Complainants, by Clayton C. Carter and J. Thomas Clark, their attorneys, a gainst Atlas Subsidiaries of Delaware, Inc., Assignee of Mortgage, Defendant, respectfully represents:

1. That the Complainants are the owners as tenants by the entireties of a parcel of land containing 1.50 acres of land, more or less, situate, lying and being about two miles south of Centreville, on the west side of U. S. Route 213, in the Third ElectionDistrict of Queen Anne's County, Maryland, the same having been conveyed to them by Norman H. Warner and Mary Warner, his wife, by deed dated October 1, 1958, recorded on October 9, 1958, among the land records of Queen Anne's County aforesaid in Liber T.S.P. No. 43, folio 233, a certified copy of which deed is filed herewith and marked Exhibit No. 1

2. That on the 6th day of April, 1965, the Defendant did record among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 14, folio 184, a certain mortgage pretended to have been executed, acknowledged and delivered by the Complainants, as Mortgagors, to Southeastern Contractors, Inc., as Mortgagee, dated February 17, 1965, and being in the sum of $3,656.52, in which mortgage the Complainants, as Mortgagors, allegedly did convey unto the said Southeastern Contractors, Inc., Mortgagee, the real estate hereinbefore described in Paragraph No. 1, and thereafter said mortgage was assigned by said Southeastern Contractors, Inc., to the Defendant, a certified copy of which mortgage and assignment is filed herewith and marked Exhibit No. 2.

3. That the said Complainants' signatures on said mortgage are a forgery in that they did not sign or seal said mortgage.

4. That the Complainants did not acknowledge said mortgage be- Herbert S. Arbersman, a Notary Public, or any other Notary Public.

5. That said mortgage was therefore never executed and acknowledged as required by Art. 21, Sec. 29, of the 1957 Annotated Code of Maryland.

6. That although the said pretended mortgage is fradulent and void and of no effect and does not deprive them of their legal interest in said property which they hold as tenants by the entireties, said pretended mortgage constitutes a cloud upon the title of said Complainants to said property and should be set aside by a Court of Equity.

7. That the said Defendant is now threatening to foreclose the aforesaid referred to pretended mortgage, which will cause the Complainants great hardship and expense without justification.

TO THE END THEREFORE,

(1) That the said mortgage from the said Complainants to the said Southeastern Contractors, Inc., and thereafter assigned to the Defendant, of the said real estate, may be declared to be void and be vacated and annulled.

(2) That the said cloud on the Complainants' title be removed by a Decree declaring the said mortgage to be a forgery.

(3) That in the meantime the said Atlas Subsidiaries of Delaware, Inc., its agents and servants, may be injunction be restrained from selling or in any manner disposing of said real estate.

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

And as in duty bound, etc.

CLAYTON C. CARTER
Clayton C. Carter
111 Lawyers Row
Centreville, Maryland
Phone: 758-1680

J. THOMAS CLARK
J. Thomas Clark
114 North Commerce Street
Centreville, Maryland
Phone: 758-1392
Attorneys for Complainants

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

I HEREBY CERTIFY, that on this 18th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Vernon Lam and Helen Lam, also known as Vernie Albert Lam and Helen Louise Lam, the Complainants, who made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

RUTH A. HASTINGS
Notary Public

~~EXAMINER'S~~ EXHIBIT #1
Filed Sept. 20, 1965

RECEIVED FOR RECORD Oct. 9, 1958

THE MARYLAND TITLE GUARANTEE COMPANY--DEED IN FEE

Application No. 137,532

THIS DEED, Made this first day of October, in the year one thousand nine hundred and fifty-eight, by and between NORMAN H. WARNER and MARY WARNER, his wife, of Queen Anne's County, in the State of Maryland, parties of the first part; and VERNIE ALBERT LAM and HELEN LOUISE LAN, his wife, of Queen Anne's County, in the State of Maryland, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof 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 a part of the tract of land or farm known as "Dembeigh," situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the westerly side of the Centreville-Wye Mills State Road, about two miles, more or less, sotherly from Centreville, and more particularly described as follows, that is to say:

BEGINNING for the same at a point on the westerly side of the aforesaid State Road (70 feet wide at this point) north 07 degrees 42 minutes east 253.10 feet from an iron fence post standing on the westerly side of said State Road and in the line of the Bryan lands and those of the McKenney farm, and running as follows, to wit: (1) thence by and with a division line of the lands intended to be conveyed the three following courses and distances, to wit: north 69 degrees 15 minutes west 387.30 feet to a point on a ditch bank; north 56 degrees 52 minutes east 308.70 feet to apoint on a ditch bank; and north 83 degrees 18 minutes east 153.80 feet to an iron post set in concrete on the westerly side of the said State Road (63.00 feet wide at this point); and (2) thence by and with the westerly line of the said road the two following courses and distances, to wit: south 09 degrees 06 minutes west 231.00 feet to a point (road 69.00 feet wide at this point); and south 07 degrees 42 minutes west 96.50 feet to the place of beginning. Containing 1.50 acres of land, more or less.

FOR TITLE of the Grantors herein, see Deed from Richard Carter Bryan, widower, dated November 17, 1948, and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 2, folio 188.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lot of ground 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 ---Grantors---hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS: the hands and seals of the Grantors herein.

WITNESS:

MARY FORD ENGLE

NORMAN H. WARNER (SEAL)
Norman H. Warner

MARY WARNER (SEAL)
Mary Warner

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

I HEREBY CERTIFY, that on this 1st day of October, in the year

one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared NORMAN H. WARNER and MARY WARNER, HIS WIFE, the Grantors herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

MARY FORD ENGLE
Notary Public.

Notary
Public
Seal

My commission expires 5-4-59

One-Ten Dollar; One-One Dollar
Internal Rev. Stamps.
Two-Five-Fifty Recordation
Stamps. Endorsed 10/9/58

EXHIBIT NO. 2
Filed Sept. 20, 1965

No. 53560
Re 10543 RECEIVED FOR RECORD Apr. 6, 1965

20-Del-38447

THIS MORTGAGE, Made this 17 day of February, 1965, by and between VERNON LAM and HELEN LAM of Centreville, State of Maryland, hereinafter collectively called Mortgagor, and SOUTHEASTERN CONTRACTORS, INC. hereinafter collectively called Mortgagee.

WHEREAS the said Mortgagor is indebted unto the said Mortgagee in the sum of Three Thousand Six Hundred Fifty Six and 52/100 Dollars ($3656.52) which sum they covenant to repay unto the Mortgagee in installments as follows: $43.52 on the 20th day of July, 1965, and $43.53 on the 20th day of each and every month thereafter until paid in full, together with interest on each installment or portion thereof not paid when due at the rate of six per cent per annum for the maturity thereof until the same is paid, to secure the payment of said sums these presents being executed.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of One ($1.00) Dollars, the said Mortgagor does grant and convey unto the said Mortgagee, his heirs, personal representatives, successors and assigns all that lot of ground known as Number Rt #3 Box #76 Centreville Maryland, and more fully described in a deed from Norman H. Warner & Mary, wife to said Mortgagor, dated Oct. 1, 1958 and recorded among Land Records of Queen Annes County in Liber T.S.P. No. 43, folio 233, said property being in fee simple, or subject to a ground rent of $_____.

And it is agreed that until default be made in the premises, said Mortgagor shall possess the aforesaid property upon paying in the meantime, said principal sum, interest, taxes, ground rent, if any, water rent, and insurance premiums due on said property, all of which said Mortgagor covenants to pay, provided that if said Mortgagor perform and keep their covenants aforesaid, then this mortgage shall be void, Mortgagor hereby assents to the passage of a decree for the sale of said property upon any default; and the said Mortgagor hereby also authorizes the Mortgagee, its successors or assigns, after any default hereunder, to sell said property, and any such sale under the above assent to decree or power of sale, shall be under the provisions of Article 66 of the Annotated Code of the Public General Laws of Maryland (1957) or any other laws or supplements, ammendments or additions thereto relating to mortgages. The party making said sale shall be allowed all expenses of said sale including the usual commissions allowed by a Court of Equity of Maryland, any excess to belong to the Mortgagor.

AS WITNESS the hand and seal of the said Mortgagor.

WITNESS:

INEZ WOLFF
Inez Wolff

VERNON LAM (SEAL)
Vernon Lam

HELEN LAM (SEAL)
Helen Lam

STATE OF MARYLAND)
(to wit:
BALTIMORE)

I HEREBY CERTIFY that on this 17 day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared VERNON LAM and HELEN LAM the Mortgagor named in the aforegoing Mortgage, and acknowledged the foregoing Mortgage to be a act. At the same time also personally appeared Inez Wolff the said 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 said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

HERBERT S. ARBERSMAN
Herbert S. Arbersman
Notary Public

One-Five-fifty cent; One-Two Twenty
Cent Rec. Stamps. Endorsed 4-6-65

Baltimore, Maryland February,1965

FOR VALUE RECEIVED, I/we hereby assign all our right, title, interest and estate in and to the within Mortgage to ATLAS SUBSIDIARIES OF DELAWARE, INC.
As Witness my/our hand and seal the day and year first above written.

SOUTHEASTERN CONTRACTORS (SEAL)
Southeastern Contractors

(corporate seal here)

Corporate Seal

By: HAROLD HIRSCH (SEAL)
Harold Hirsch

IVAN LIEBERMAN
Ivan Lieberman

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 14, folio 184, a Land Record Book for Queen Anne's County.

Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 17th day of September in the year nineteen hundred and sixty-five.

CHARLES W. CECIL
Clerk

****(Examiner's Exhibit #2 see page 477)

ORDER
Filed Sept. 21, 1965

VERNON LAM, et al. Complainants	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY IN
ATLAS SUBSIDIARIES OF DELAWARE, INC., Assignee of Mortgage Defendant	:	EQUITY
	:	No. 4730

ORDER

Upon the aforegoing Bill of Complaint and Affidavit thereto, it is ORDERED this 21st day of September, 1965, by the Circuit Court of Queen Anne's County, In Equity, that the Defendant show cause on or before the 19th day of October, next, why it, its agents and servants, should not by way of injunction be restrained from selling or in any manner disposing of the real estate described in these proceedings; provided a copy of the Bill of Complaint filed in this casue and of this Order be served on said Defendant, or its lawful attorney, State of Maryland, State Department of Assessments and Taxation, on or before the 9th day of October, next.

THOS J. KEATING JR.
Judge

SUMMONS RETURNED SERVED
Filed Sept. 30, 1965

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

Filed No. 4730

Docket C.W.C. #1, fol. 117

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

TO: Atlas Subsidiaries of Delaware, Inc.,
Assignee of Mortgage
York Road and Ansley Avenue
Philadelphia 26, Pennsylvania

To be served on State of Maryland, State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of October, next, to answer an action of the suit of Vernon Lam and Helen Lam, also known as Vernie Albert Lam and Helen Lojise Lam Centreville, Maryland

Issued the 21st. day of September 1965

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)
Court Seal

NAME: J. Thomas Clark
114 North Commerce Street
ADDRESS: Centreville, Maryland
Phone: 758-1392

NOTICE TO THE PERSONS(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 19, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back is the following endorsements:

RECEIVED
SHERIFF'S OFFICE
SEP 23 13 39 PM '65
BALTIMORE CITY, MD.

Summoned Atlas Subsidiaries of Delaware Incorporated a corporation by service on State Department of Assessments and Taxation of Maryland as true and lawful Attorney by service on Albert W. Ward Director and copies of the Process with copies of the Bill of Complaint and Order of Court in Duplicate and the sum of Five Dollars left with said Director on the 24th day of September, 1965 in the presence of Clarence F. Simon

Fees $6.00

FRANK J. PELZ
Sheriff

MORTION FOR DECREE PRO CONFESSO
Filed Nov. 10, 1965

VERNON LAM and HELEN LAM	:	IN THE CIRCUIT COURT
VS.	:	FOR
ATLAS SUBSIDIARIES OF DELAWARE, INC.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 4730

MOTION FOR DECREE PRO CONFESSO

Vernon Lam and Helen Lam, Plaintiffs, by Clayton C. Carter and J. Thomas Clark, their attorneys, move, pursuant to Maryland Rule 310 b, for a Decree Pro Confesso against Atlas Subsidiaries of Delaware, Inc., Defendant, for failure to comply with the requirements as to time for pleading in that the time for filing the defendant's answer or other initial pleading expired on October 19, 1965 (which was extended by agreement to November 1, 1965) and the said pleading has not been filed.

CLAYTON C. CARTER
Clayton C. Carter

J. THOMAS CLARK
J. Thomas Clark
Attorneys for Complainants

DECREE PRO CONFESSO
Filed Nov. 10, 1965

DECREE PRO CONFESSO

The Defendant, Atlas Subsidiaries of Delaware, Inc,, having been duly summoned, to appear to the Bill of Complaint, and having failed to appear thereto, and the Plaintiffs having moved for a Decree Pro Confesso,

It is thereupon, this 10th day of November, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint is taken pro confesso against the Defendant, Atlas Subsidiaries of Delaware, Inc., and the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill of Complaint.

THOS J KEATING JR.
Judge

TESTIMONY
Filed Dec. 1, 1965

VERNON LAM and HELEN LAM	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ATLAS SUBSIDIARIES OF DELAWARE, INC.	IN EQUITY No. 4730

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark and Clayton C. Carter, Solicitors for the Complainants, did, at the office of J. Thomas Clark, 114 North

Commerce Street, Centreville, Maryland, on Monday, November 22, 1965, at 1:30 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 unusal circumstances in the taking of said testimony or in the condict of the proceedings.

B. HACKETT TURNER
Examiner

The first witness on behalf of the Complainants, upon being duly sworn, does depose and say:

Questions by the Examiner:

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

A: Vernon Lam, 33, truck driver, I live in Centreville.

Q: Is there any other pending litigation between you and the other party to this suit, Atlas Subsidiaries of Delaware, Inc., if you know?

A: No.

Questions by Mr. Clark:

Q: Will you state whether or not you and your wife, Helen Lam, are the owners as tenants by the entireties of a parcel of land containing one and one-half acres of land, more or less, being about two miles South of Centreville on the west side of U. S. Route 213, in the Third Election District of Queen Anne's County, Maryland, which was conveyed to you and your wife by Norman H. Warner and wife by deed dated October 1, 1958, and recorded among the land records of Queen Anne's County,Maryland, in Liber T.S.P. No. 43, folio 233?

A: Yes.

Q: I hand you this paper that is marked Exhibit No. 1 and ask you to identify it?

A: That is the deed by which my wife and I acquired the real estate which we now own.

Mr. Clark: Offered into evidence is this certified copy of the dee to be marked Examiner's Exhibit No. 1.

Q: Mr. Lam, is this the property on which you and your wife entered into a contract with Southeastern Contractors, Inc., to have some improvements done to the dwelling?

A: Yes.

Q: I hand you herewith a paper marked Exhibit No. 2 and ask you to identify it?

A: This is an agreement to do work on the property owned by myself and my wife with Southeastern Contractors, Inc.

Q: What is the date of that agreement?

A: It is undated.

Q: In this agreement, what was the contract price for the work to be done by Southeastern Contractors, Inc.?

A: $2,150.00

Q: Who was the salesmen who offered to work in this negotiation?

A: It says here J. Rath. He told me his name but I don't know if that is the proper name or not. He said he was a salesman for Southeastern Contractors, Inc.

Q: On behalf of the owners of this property, who signed the agreement?

A: My wife and myself.

Q: Is that your signature?

A: Yes.

Q: Is that your wife's signature?

A: Yes.

Q: Did you see your wife sign this agreement?

A: Yes.

Q: Did he furnish you this copy of the agreement?

A: That is correct.

Q: Do you recall about when the agreement was executed?

A: During the month of January 1965.

Q: At that time was there any discussion in regard to you, the owners, signing a mortgage or mortgage note?

A: None.

Mr. Clark: Offered into evidence is this copy of the agreement to be marked Examiner's Exhibit No. 2.

Q: Mr. Lam, I hand you a paper writing marked Exhibit No. 2 and ask you to identify it. What does it purport to be?

A: It purports to be a mortgage from my wife and myself to Southeastern Contractors, Inc., dated February 17, 1965, in the sum of $3,656.52 and which was assigned to Atlas Subsidiaries of Delaware, Inc., under date of February, 1965.

Q: Mr. Lam, I hand you this mortgage and ask you if that is your signature thereon?

A: It is not.

Mr. Clark: Offered into evidence is the certified copy of the mortgage to be marked Examiner's Exhibit No. 3.

Q: That is a photostatic copy of the original record. You have seen the original record, have you not?

A: Yes.

Q: Would you please loo, at the signature which purports to be Helen Lam and I ask you whether or not that you are familiar with her signature? Are you?

A: Yes.

Q: Does that appear to be her signature?

A: It look like her signature.

Q: Do you know an Inez Wolff, who purports to have witnessed your signatures?

A: I have never met any such person.

Q: Have you ever heard of her?

A: No.

Q: Do you know a Notary Public by the name of Herbert S. Arbersman?

A: I never heard of any such person.

Q: Did you ever appear before a Notary Public by the name of Herbert S. Arbersman and with your wife acknowledge this mortgage to be your act and at the same time appeared Inez Wolff, who made oath in due form of law as to the consideration set forth in the mortgage?

A: No, I didn't.

Q: Were you ever indebted to Southeastern Contractors, Inc. in the sum of $3,656.52?

A: No.

Q: When did you first have knowledge that the Atlas Subsidiaries of Delaware, Inc. was the holder by way of assignment from Southeastern Contractors, Inc. of a mortgage in whic you and your wife were the mortgagors on the real estate where you and your wife now live in Queen Anne's County near Centreville and which has been more fully described in Examiner's Exhibit No. 1?

A: In June or July of 1965.

Q: How did you acquire that knowledge?

A: They sent a payment book to us.

Q: What did this paper notice contain?

A: A payment book payable to the defendant in this case in whic it showed that we owed the sum of $3,656.52.

Q: What did you do after receiving the notice?

A: I went to see Mr. Carter.

Q: Did you know about the mortgage then?

A: No.

Q: Just the indebtedness?

A: Yes.

Q: When was it ascertained that the defendant was the holder of a mortgage in which you and your wife were the mortgagors?

A: Mr. Carter checked in the Court house and found out and he took me to the Courthouse and showed me the mortgage. We compared the signatures there.

Q: How many papers or paper writings did you sign in regard to work to be done by Southeastern Contractors, Inc.?

A: One. The original contract.

Q: Did you ever sign any note?

A: No.

Q: Have you ever acknowledged any mortgage for Southeastern Contractors, Inc., before any Notary Pwblic?

A: No.

Q: Will you state whether or not the defendant has threatened foreclosure proceedings upon the mortgage?

A: Yes.

Q: Will you state whether or not the mortgage which is the subject of this suit constitutes a cloud upon the title to the property you and your wife own?

A: Yes.

Q: Mr. Lam, has the work under the agreement between you and your wife and Southeastern Contractors, Inc. ever been completed?

A: No.

Q: Has the contractor ever been out to get you to sign a certificate of installation or completion?

A: I have here a copy of a certificate of installation which the contractor brought around but I refused to sing it because the work had never been fully completed under the agreement.

Mr. Clark: Offered into evidence is this Certificate of Installation to be marked Examiner's Exhibit No. 4.

Q: Have any payments been made under this agreement?

A: None.

Q: Mr. Lam, will you please sign your name several times on this white sheet of paper and also on this yellow sheet so that we can have your signature compared by the court.

Mr. Clark: Offerred into evidence are the sheets signed by Mr. Lam to be marked Examiner's Exhibit No. 5.

Q: Mr. Lam, would you please loo, at your signature on Exhibit No. 2 and also on Exhibit No. 3 the mortgage, as well as your signature on the white and yellow sheets and explain the differences?

A: On the mortgage the V seems to lack the first curl on the down stroke, my e's always start under the line and it doesn't on the mortgage, the r on the mortgage is not square, to o doesn't have a loop in it, the L seems to be a little above the line and also appears to ne shakey. I didn't notice it before but I usually put a period after lam and there is not a period after my name on the mortgage.

The second witness on behalf of the Complainants, upon being duly sworn, does depose and say:

Questions by the Examiner:

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

A: Helen Lam, 32, housewife, Centreville, Maryland.

Q: Is there any other pending litigation between you and the defendant in this suit?

A: No.

Questions by Mr. Clark:

Q: Mrs. Lam, are you and your husband the owners of a tract of land containing about one and one-half acres of ground near Centreville which you acquired from Norman H. Warner and wife in 1958?

A: Yes.

Q: I hand you this paper marked Exhibit No. 1 and ask you to identify it.

A: That is the deed in which my husband and I got our land where wer new live from Mr. and Mrs. Warner in 1958.

Q: I hand you Exhibit No. 2, which purports to be a contract or an agreement to perform certain work between you and your husband as the owners and Southeastern Contractors, Inc., as the contractor, and ask you to state whether or not that is no? Is that correct?

A: Yes.

Q: As to the owners, are those the signatures of you and your husband?

A: Yes.

Q: Did your husband sign in your presence?

A: Yes, and I signed in his presence.

Q: Where were you when you signed this agreement?

A: Out to our home near Centreville which we own.

Q: Who represented Southeastern Contractors, Inc. at the time this agreement was executed, if you know?

A: It was their salesmen. I don't recall his name.

Q: Did the salesman, who represented the contractor, did he sign the agreement in your presence?

A: Yes, he signed in the presence of both my husband and myself and when he left, he left us one copy of the contract which is Exhibit No. 2 which I now hold.

Q: Mrs. Lam, I show you Exhibit No. 3, which purports to be a mortgage from Vernon Lam and Helen Lam of Centreville to Southeastern Contractors, Inc. and which makes reference to the real estate which you and your husband acquired from Norman H. Warner and wife in 1958 in the sum of $3,656.52. Did you on or about February 17, 1965, sign, execute and acknowldege a mortgage from yourself and which your husband was a co-mortgagor to Southeastern Contractors, Inc.?

A: No.

Q: Did you sign this Exhibit No/ 3?

A: I never signed any mortgage that I know about, but I did sign a paper supposed to be about changing the payments and the heating system.

Q: Did you read part of the paper?

A: No. I glanced at it.

Q: Was the paper about the size of that mortgage?

A: One was about that size and the other was about half that size.

Q: Are you familiar with mortgage agreements?

A: I don't know too much about them.

Q: When was it you signed these additional papers?

A: They had completed the work and it waz about a month afterwards.

Q: Do you know a person by the name of Inez Wolff?

A: No.

Q: Do you know a Notary Public by the name of Herbert S. Arbersman?

A: No, I don't.

Q: Did you acknowledge any paper you signed before a Notary Public?

A: No.

Q: Did a woman witness your signatures?

A: No.

Q: Was your husband present at the time you signed the papers about changing the payments and the heating system?

A: No.

Q: Where were the other two papers signed?

A: At my home.

Q: To your knowledge has your husband signed any other agreement besides the original agreement to do the work?

A: No.

Q: When did you first find out that Southeastern Contractors, Inc. had taken a mortgage on your property which had been assigned to the defendant?

A: About six months afterwards when they called on the phone.

Q: Who called you on the phone?

A: I don't know, but he said it was from Atlas Finance Company. He said Southeastern Contractors, Inc. had giben him a mortgage and note on the house.

Q: Did the defendant at any time ever threaten with foreclosure of this mortgage?

A: Yes.

Q: When?

A: When he called.

Q: Do you recall about what month that was?

A: June or July of 1965.

Q: Have you ever acknowledged any debt to Southeastern Contractors, Inc. or to any of their assignees for work performed under the agreement which is Exhibit No. 2 in the sum of $2,150.00?

A: No.

Q: Has the work ever been satisfactorily completed?

A: No.

Q: Has the work ever been completed even in a haphazard way?

A: No. The stuff is there to complete it but it has not been done.

Q: Does this mortgage, which is the subject of this suit, constitute a cloud upon the title to the real estate which you own?

A: Yes.

Q: Mrs. Lam, I hand you the white and yellow sheets on which you have signed your name and Exhibit No. 2, the agreement for work to be done, and Exhibit No. 3, the mortgage, and ask you to describe any differences that might exist on the several papers, if any?

A: The H on the mortgage is closed at the top. I always make my n's straight down and on the mortgage the n is curved at the end. The L on Lam, I make a loop and on the mortgage there is not a loop on the lower end of the L.

Mr. Clark: Offered into evidence are the sheets signed by Mrs. Lam to be marked Examiner's Exhibit No. 6.

**** (See page 476 for last page of Testimony)

For Examiner's Exhibit #1, see "Exhibit No. 1" on page 469.

**** Examiner's Exhibit #2

Contractor's
License No. 1735

Telephone 367-7084

SOUTHEASTERN CONTRACTORS, INC,

Exclusive Distributors
For
"SOLMICA"

Specialists in Home Improvements

LICENSED BY MARYLAND HOME IMPROVEMENT COMMISSION

Baltimore . Tampa . Chicage . Miami . Atlanta . San Diego . Denver . Brooklyn

---

This Agreement, made this Date_____19__
by and between Southeastern Contractors, Inc.

Name of Owner VERNON LAM Wife Helen

Address Rt 3 Box 76 Centreville Md.

Near _____ Phone 758-0491

Description of Work to Be Done and Materials to be Used

Remove asbestos shingles - go over entire blg with Rla. Alm foil - white borgontal Solmica over bld except for Rt side of front to door to be done in Lt Green Vertical - Cauk & seal around all windows & doors - alm molding around all windors & doors.

30 yr. written guarantee for Solmica

25% policy on f__l.

No other work is to be done, unless specified in writing in this contract. This contract. This contract constitutes the complete agreement.

The work to be performed shall be commenced with reasonable promptness and be substantially completed within ____ working days.

The contract price is $2150.00

Owner agrees to pay $____ in cash upon execution of this contract, and the balance of $_____ in cash upon comptetion; or by _____ monthly payments of $ 41 each. Installments include discount and all other charges. First installment payable in _____ days. 6 months

Owner agrees upon completion of work to be performed to promptly execute over his signature and deliver to CONTRACTOR a certificate of completion, as required

by CONTRACTOR.

OWNER agrees that this contract is not subject to cancellation.

OWNER further agrees that this Agreement may be terminated by him only upon notification by registered mail and upon payment ot CONTRACTOR Of fifty percent (50%) of the contract price herein agreed to be paid, which it is specifically convenanted and agreed shall not be construed as a penalty, but as fixed, liquidated, agreed and ascertained damages for breach.

CONTRACTOR agrees, unless otherwise specified, that all materials shall be new, and both workmanship and materials shall be of good quality

CONTRACTOR shall keep premises free from accumulation of waste materials and rubbish and at the completion of the work, shall remove from premises all rubbish, implements and surplus materials, and leave the premises broom-clean.

THAT it is specifically covenanted and agreed, as a condition precedent to the execution hereof, that this contract constitutes the entire undertaking between the parties and that there are no other conditions, agreements or under takings of any kind whatsoever, written or unwritten, between the parties hereto; and further, that same may not be changed, altered, varied or modified in any manner, except by memorandum, in writing, signed by the parties hereto; nor shall this Agreement become valid, binding or effective until executed by a duly authorized officer of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SOUTHEASTERN CONTRACTORS, INC.

Salesman: J. ROTH

Signed VERNON LAM (SEAL)
(husband)

Salesman's License No. 123

Signed HELEN LAM (SEAL)
(Wife)

EXAMINER'S EXHIBIT #2

For Examiner's Exhibit #3, see "Exhibit #2 on Page 470

EXAMINER'S EXHIBIT #4 Certificate of Installation (not filled in)

EXAMINER'S EXHIBIT #5 VERNON LAM - VERNON LAM - VERNON LAM

EXAMINER'S EXHIBIT #6 HELEN LAM - HELEN LAM - HELEN LAM

DECREE
Filed Dec. 14, 1965

VERNON LAM and
HELEN LAM, etc., Plaintiffs

vs.

ATLAS SUBSIDIARIES OF DELAWARE,
INC., ASSIGNEE, Defendant

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4730

DECREE

This cause standing ready for hearing and being submitted and the proceedings read and considered;

It is thereupon, this 14th day of December, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUSGED, ORDERED and DECREED that the mortgage in the proceedings mentioned purporting to have been made and executed on the 17th day of February, 1965, by Vernon Lam and Helen Lam to Southeasterm, Inc. and assigned on the same date to Atlas Subsididaies of Delaware, Inc, and recorded among the land records of Queen Anne's County aforesaid in Liber C.W.C. No. 14, folio 184, be, and the same is hereby declared to be a forgery and is hereby set aside and declared to be utterly null and void to all intents and purposes whatsoever, so far as the same may interfere with, or in any manner affect the right and claim of Plaintiffs to said real property referred to and described in said mortgage by way, of lien or cloud upon said Plaintiffs' title to the same.

And it is further ORDERED that the said Atlas Subsidiaries of Delaware, Inc. its agents and servants, are hereby forever restrained from selling or in any manner disposing of said real estate under the aforesaid mortgage.

THOS J KEATING JR.
JUDGE

**** Last page of Testimony:

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the cost chareable to the Complainants, as follows, to wit:

B. Hackett Turner, Examiner----------$10.00

Betty M. Comegys, Stenographer,

for taking and transcibing
the testimony ----------$10.00

And I do further certify that said testimony was commenced at 1:30 o'clock p.m. and was completed at 2:30 o'clock, p.m. or a period of one hour.

B. HACKETT TURNER
Examiner

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourteenth day of November in the year nineteen hundred and sixty-seven, the following ORDER TO FILE MORTGAGE FOR FORECLOSURE was brought to be recorded, to wit:-

WALTER LITVINUCK, ASSIGNEE Chester, Maryland	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
HARRY C. REYNOLDS and DANIEL J. GANNON, partners d/b/a/ Reynolds & Gannon Queenstown, Maryland	*	IN EQUITY
	*	No. 4914
	*	
	*	

ORDER TO FILE MORTGAGE FOR FORECLOSURE

To: Charles W. Cecil:

(1) Please file the mortgage from Harry C. Reynolds and Daniel J. Gannon, partners d/b/a/ Reynolds & Gannon, to Kingsberry Mortgage Company, dated the 9th day of February, 1965, and recorded among the Land Records for Queen's County, Maryland, in Liber C.W.C. No. 13 folio 153, and which mortgage has been assigned to Walter Litvinuck, Attorney, for the purpose of foreclosure and collection.

(2) Please enter the appearance of Walter Litvinuck, Attorney for Plaintiff.

So says,

WALTER LITVINUCK
Walter Litvinuck, Assignee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To wit"

I HEREBY CERTIFY that on this 14th day of November, 1967, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared Walter Litvinuck, Assignee, and made oath in due form of law that Harry C. Reynolds and Daniel J. Gannon, the mortgagors in the mortgage referred to in the aforegoing Order to Docker Suit, are not now, nor has any of them been within six (6) months prior thereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.

CHARLES W. CECIL
Clerk

No. 53269
Re9836 RECEIVED FOR RECORD Feb. 10, 1965

THIS MORTGAGE, made this 9th day of February, 1965, by and between Harry C. Reynolds and Daniel J. Gannon, partners d/b/a Reynolds & Gannon, of the first part, hereinafter referred to as MORTGAGORS, and Kingsberry Mortgage Company, an Alamama Corporation, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Twelve Thousand Six Hundred === 00/100 Dollars ($12,600.00) payable, with interest thereon from the date hereof at the rate of --- (%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

The principal sum of $12,600.00 together with all interest shall be due and payable two hundred and ten (210) days from date of this Mortgage.

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITHNESSETH, 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, towit:

ALL that lot or parcel of land situate, lying and being on the John Brown County Road, in the Fifth Election District of Queen Anne's County, State of Maryland, being more particularly known and designated as Lot No. 2 on a Plat of Reynolds & Gannon Lands, dated May 1964, and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 9, folio 182.

BEING a part of the same land granted and conveyed unto Harry C. Reynolds and Daniel J. Gannon, partners, d/b/a Reynolds & Gannon, by deed dated July 6, 1964, from Raephael Edward Kirsch and recorded in LiberC.W.C. No. 9, folio 126, of the Land Records aforesaid.

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 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 diliver 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 in 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 Mortgee 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 nitice, 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 pr 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 Robert R. Price, Jr., 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 councel 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 whosoever 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 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:

MARCY F. COLLIER

MARCY F. COLLIER

REYNOLDS AND GANNON

HARRY C. REYNOLDS JR. (SEAL)
Harry C. Reynolds

, DANIEL J. GANNON (SEAL)
Daniel J. Gannon
partners.

STATE OF MARYLAND)
) to wit:
COUNTY OF QUEEN ANNE"S)

On this the 9th day of February, 1965, before me, Marcy Foster Collier, a Notary Public, the undersigned officer, personally appeared Harry C. Reynolds & Daniel J. Gannon, partners d/b/a Reynolds & Gannon, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Robert R. Price, Jr., as Agent and Attorney for 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.

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

MARCY FOSTER COLLIER
Notary Public

NOTARY PUBLIC
SEAL

One-Twenty-two; One-Five-fifty Cent
Recordation Tax Stamps
Endorsed R.R.P.Jr.

The within and aforegoing mortgage is hereby assigned unto Walter Litvinuck for the purposes of collection and foreclosure.

AS WITNESS the hand of Ben F. Ford, President of the KINGSBERRY MORTGAGE COMPANY of Chamblee, Georgia, this 11th of August, 1967, and its corporate seal hereto affixed.

Witness:

CAROL A. HOPPER

KINGSBERRY MORTGAGE COMPANY

BY: BEN F. FORD
Ben F. Ford, President
Co. Seal

$12,600.00 Queenstown, Md. Post Office 9 February 1965

Seven (7) months after date, for value received, we jointly and severally promise to pay to The Kingsberry Mortgage Company ---------- or order Twelve thousand six hundred ---------- 00/100 Dollars

at QUEENSTOWN BANK OF MARYLAND

with all costs and 15 per centum commissions for collecting the same, and I, we or either of us, whether makers, seduritites, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

With interest @ 5½ per annum.

Reynolds & Gannon
HARRY REYNOLDS JR. (SEAL)
DANIEL J. GANNON P. (SEAL)

STATEMENT OF MORTGAGE DEBT
Filed Nov. 14, 1967

WALTER LITVINUCK, ASSIGNEE
Chester, Maryland

vs.

HARRY C. REYNOLDS and
DANIEL J. GANNON,
partners d/b/a
Reynolds & Gannon
Queenstown, Maryland

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 4914

STATEMENT OF MORTGAGE DEBT

Walter Litvinuck, Assignee of Mortgage to Kingaberry Mortgage Company, for foreclosure and collection.

Principal Mortgage balance	$10,130.00
Interest @5% thru May 15, 1967	1,222.75
From May 16, 1967 to Feb. 7, 1967	410.04
	$11,762.79

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

I HEREBY CERTIFY, that on this 14th day of November, 1967, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Walter Litvinuck, Assignee, and made oath in due form of law that the aforegoing is a true statement of the amount of mortgage indebtedness under the Mortgage filed in the above entitled cause now remaining due and payable.

AS WITNESS my hand and Notarial Seal.

Notary
Public
Seal

BETTY M. COMEGYS
Notary Public

CERTIFIED COPY OF BOND
Filed Nov. 22, 1967

RECEIVED FOR RECORD Nov. 22, 1967

FIDELITY and DEPOSIT COMPANY
Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Litvinuck of Chester, Queen Anne's County, Maryland, assignee of mortgage, as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incirporated 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 ($12,000.00) 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, 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 22nd day of November in the year of our Lord nineteen hundred sixty-seven.

Whereas, the above bounden Walter Litvinuck, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Harry C. Reynolds and Daniel J. Gannon, partners, doing business as Reynolds and Gannon, Queen-Stown, Maryland to Kingsberry Mortgage Company bearing date the 9th day of February, 1965 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 13 Folio 153 and duly assigned to Walter Litvinuck 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 Walter Litvinuck, assigned as aforesaid do and shall well and truly 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 Walter Litvinuck, 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:

DOROTHY E. CONNOLLY — WALTER LITVINUCK (SEAL)
Assignee of Mortgage

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ANN M. STARKEY — By DOROTHY E. CONNOLLY
As to Surety — Corporate Seal — Attorney-in-Fact

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 221, 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 22nd day of November in the year nineteen hundred and sixty-seven.

Circuit Court Seal

CHARLES W. CECIL
Clerk

AFFIDAVIT BY PURCHASER
Filed Dec. 14, 1967

WALTER LITVINUCK, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
HARRY C. REYNOLDS and DANIEL J. GANNON, partners d/b/a Reynolds & Gannon	*	IN EQUITY No. 4914

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND,
COUNTY OF QUEEN ANNE'S, sct:

I HEREBY CERTIFY, that on this 14th day of December, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Anthony, Jr., and made oath in due form of law as

follows:

That he was not acting as Agent for anyonw in purchasing the real estate sold in this Cause.

That no other persons are interested in said sale as Principals;

That he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary Public Seal

BETTY M. COMEGYS
Notary Public

REPORT OF SALE

Filed Dec. 14, 1967

WALTER LITVINUCK, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
HARRY C. REYNOLDS and DANIEL J. GANNON, partners d/b/a Reynolds & Gannon	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY No. 4914

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Walter Litvinuck, Assignee of Mortgage duly assigned to the undersigned for the purpose of collection by foreclosure or otherwise, respectfully represents:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in him in the penalty of $12,000.00, 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 newsapper 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 December 9, 1967 at 11:00 o'clock A.M. and there proceeded to sell said property so described in said Notice of Advertisement in the manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property described in said advertisement of sale by Joseph A. Jackson, Auctioneer, after the said Notice was read aloud by your Assignee.

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 Charles E. Anthony, Jr. for the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00), he being then and there the highest bidder therefor.

2. That the said purchaser has complied with the terms of said sale by paying unto your Assignee the sum of ONE THOUSAND THREE HUNDRED AND FIFTY DOLLARS ($1,350.00) of the purchase price by check, and by giving unto your Assignee his promissory note for the balance in the amount of TWELVE THOUSAND ONE HUNDRED AND FIFTY DOLLARS ($12,150.00), 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 Assignee expects the purchaser to comply.

Respectfully submitted:

WALTER LITVINUCK
Assignee

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 14th day of December, 1967, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Walter Litvinuck, Assignee in the above-entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

CHARLES W. CECIL
Clerk of the Court

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE
Filed Dec. 14, 1967

Walter Litvinuck, Attorney

ASSIGNEE'S SALE
- Of Valuable -

DWELLING and LOT
On John Brown Road
Queen Anne's County, Maryland

Under and by virtue of the Power of Sale contained in a Mortgage from Harry C. Reynolds and Daniel J. Gannon, partners d/b/a Reynolds & Gannon to Kingsberry Mortgage Company, dated the 9th day of February, 1965, and recorded among the Land Records of QueenAnne's County in Liber C.W.C. No. 13 folio 153, and default having occurred in the covenants contained in said mortgage by reason of non payment of the principal sum and interest, and said Mortgage on October 17, 1967, having been assigned to Walter Litvinuck, Attorney, for foreclosure andcollection, the undersigned will offer at public sale, to the highest bidder in front of the Court House Door, Centreville, Maryland, on

SATURDAY, DECEMBER 9, 1967
At 11:00 O'clock A.M. (local time)

ALL that lot or parcel of land situate, lying and being on the John Brown County Road, in the Fifth Election District of Queen Anne's County, State of Maryland, being more particularly known and designated as Lot No. 2 on a Plat of Reynolds & Gannon Lands, dated May 1964, and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 9, folio 182.

BEING a part of the same land granted and conveyed unto Harry C. Reynolds and Daniel J. Gannon, partners, d/b/a Reynolds & Gannon, by deed dated July 6, 1964, from Raephael Edward Kirsch and recorded in Liber C.W.C. No. 9, folio 126, of the Land Records aforesaid.

Improved by a frame dwelling, in good condition, with modern conveniences.

TERMS OF SALE:

Ten per cent (10%) of the purchase money on day of sale, the balance to be secured to the satisfaction of the undersigned, and the balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity, or all cash on day of sale at option of purchaser, deferred payments to bear interest from day of sale, and such other terms and conditions of sale, if anu, to be anmounced a time of sale.

Passession will be given ratification of sale by the Circuit Court for Queen Anne's County, in Equity, Purchaser will pay all costs of transfer including revenue stamps on deed. Taxes and insurance will be adjusted as of day of sale.

WALTER LITVINUCK, Assignee

Auctioneer, Joseph A. Jackson, Jr.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Dec. 14, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE in the case of REYNOLDS & GANNON TO KINGSBERRY MORTGAGE COMPANY 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 9 day of Dec, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of Nov, 1967, and the last insertion on the 7 day of Dec, 1967.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

ORDER NISI ON SALE
Filed Dec. 14, 1967

ORDER NISI ON SALE

Walter Litvinuck, Assignee	)	In the Circuit Court
	)	for Queen Anne's County
vs.	)	In Equity
Harry C. Reynolds and Daniel J. Gannon, partners d/b/a Reynolds & Gannon	)	Cause No. 4914

ORDERED, this 14th. day of December, 1967, that the sale of the real property, made and reported in this cause by Walter Litvinuck, Assignee, be ratified and confirmed, on or after the 15th. day of January, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th. day of January, 1968.

The report states the amount of sales to be $13,500.00.

CHARLES W. CECIL Clerk

Filed December 14, 1967

CERTIFIED COPY OF BOND
Filed Jan. 4, 1968

Chancery No. 4914

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Litvinuck of Chester, Queen Anne's County, Maryland, assignee of mortgage, 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 FIFTEEN HUNDRED DOLLARS ($1,500.00), to be paid to the 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of January, in the year of our Lord one thousand nineteen hundred and sixty-eight.

Whereas, the above bounden Walter Litvinuck, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Harry C. Reynolds and Daniel J. Gannon, partners, doing business as Reynolds and Gannon, Queenstown, Maryland, to Kingsberry Mortgage Company, bearing date the 9th day of February, 1965, and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 13, Folio 153, and duly assigned to Walter Litvinuck at the foot of said mortgage, which assignment has been duly recorded, and the said Walter Litvinuck assignee has sold the land described in said mortgage, after having heretofore furnished his bond in the penalty of TWELVE THOUSAND ($12,000.00) DOLLARS, which was duly approved;

WHEREAS, the proceeds of said sale were in excess of the penalty of the aforesaid Bond, so that he is, by law, required to furnish this additional Bond in the same manner as his original Bond, in order to cover the entire proceeds of said sale.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Walter Litvinuck, assignee as aforesaid, shall well and truly and faithfully perform the trust reposed in him as assignee under the mortgage aforesaid, and shall abide by and fulfill and 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 Walter Litvinuck, 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:

NANCY A. LITVINUCK

MARILEE H. THOMPSON

WALTER LITVINUCK (SEAL)
Assignee in Mortgage

Fidelity and Deposit Company of Maryland

By DOROTHY E. CONNOLLY

Corporate Seal

Surety approved and Bond filed Jan. 4, 1968

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 227, 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 4th day of January ;in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL
Clerk

ORDER NISI ON SALE
Filed Feb. 21, 1968

ORDER NISI ON SALE

WALTER LITVINUCK, Assignee
vs.
Harry C. Reynolds and Daniel J. Gannon,
partners d/b/a Reynolds and Gannon

In the Circuit Court for
Queen Anne8s County
In Equity

Cause No. 4914

ORDERED, this 14th day of December, 1967, that the sale of the real property made and reported in this cause by Walter Litvinuck, Assignee, be

ratified and confirmed, on or after the 15th day of January, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspa;er publishsd in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th day of January, 1968.

The report states the amount of sales to be $13,500.00

CHARLES W. CECIL, Clerk

Filed December 14, 1967
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Feb. 21, 1968

THE RECORD-OBSERVER CORPORATION , a body corporate, does herebu certify that the NISI #4914 in the case ----- 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 8 day of Jan, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21 day of Dec, 1967, and the last insertion on the 4 day of Jan, 1968

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

FINAL RATIFICATION OF SALE
Filed Feb. 26, 1968

WALTER LITVINUCK, ASSIGNEE	*	IN THE CIRCUIT
vs.	*	FOR
HARRY C, REYNOLDS and DANIEL J. GANNON, partners d/b/a Reynolds & Gannon	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	No. 4914

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of February, 1968, that the sale of the real estate made and reported in this Cause by Walter Litvinuck, Assignee, 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 Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the auditor.

GEORGE B. RASIN JR.
JUDGE

RELEASE OF GOVERNMENT'S RIGHT OF REDEMPTION

Whereas Reynolds & Gannon of Queenstown, Maryland, are indebted to the United States for unpaid internal Revenue taxes in the sum of $3,259.94 lawfully assessed as follows:

Taxes	Date Assessed	Amount
941-65-09	3/9/66	$ 2,376.81
941-65-12	3/9/66	$ 739.51
940-12/31/65	4.1.66	$ 145.62

; and

Whereas, yo secure the collection of said taxds, notices of lien of the United States attaching to all property and rights to property of said taxpay rs on account of said tax indebtedness were filed with the Clerk of the Circuit Court, of Queen Anne's County, Maryland, on June 17, 1966 and March 22, 1966, in accordance with the provisions of law applicable thereto; and

Whereas, the above described property was sold on December 9, 1967 at public auction to satisfy a first purchase money mortgage held by Kingsberry Mortgage Company; and

Whereas, the successful bidder at this auction was Mr. Charles E. Anthony Jr.; and

Whereas, the District Director of Internal Revenue has determinated that the property has no value in excess of the bid of Mr. Charles E. Anthony Jr.;

Now; Therefore, I, the District Director of Internal Revenue at Baltimore, Maryland, do release the Right to Redeem granted to the Secretary or his delegate within the period of 120 days from the date of such sale under sec-7425(d) (1) of the Internal Revenue Code of 1954, saving and reserving, however, the force and effect of the aforesaid tax liens against and upon all other property

and rights to property to which said lien is attached wherever situated.

Witness My Hand at Baltimore, Md. on this 16th day of February, 1968.

IRVING MASHIG
District Director of Internal Revenue

CERTIFICATE OF NOTICES MAILED
Filed Mar. 4, 1968

WALTER LITVINUCK, Assignee

vs.

HARRY C. REYNOLDS and
Daniel J. Gannon, etc.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4914

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 4, 1968, 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 Litvinuck, Assignee
Chester, Maryland

Kingsberry Mortgage Company
5901 Peachtree Road
Chamblee, Georgia

W. Grosup Jones, Receiver
Centreville, Maryland

Harry C. Reynolds and
Daniel J. Gannon, partners
t/a Reynolds & Gannon
Queenstown, Maryland

PURSUANT to Rule 595, Section G. Maryland Rules of Procedure, notify each of them that said account was filed on March 4, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before Marhh 19, 1968, and that if no exceptions are filed within such fifteen day period, the account may thereuon be ratified on March 20, 1968.

J. THOMAS CLARK
Auditor

WALTER LITVINUCK, Assignee

vs.

HARRY C. REYNOLDS and
DANIEL J. GANNON, etc.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4914

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 Litvinuck, Assignee, wherein it appeares that the proceeds of sale are more than sufficient to pay the expenses of sale and the mortgage debt. The surplus proceeds of sale were directed to be paid to W. Grosup Jones, Receiver of the Mortgagors.

2. That in the within account Walter Litvinuck, Assignee and vendor, is charged with the proceeds of sale and interest on the unpaid purchase money, and is allowed thereafter all expenses not personal necessary for said sale, for which proper vouchers were produced, including the fee of your auditor, and the commissions and fee of the Assignee.

Respectfully submitted,
J THOMAS CLARK
Auditor

March 4, 1968

Cause No. 4914

The proceeds of the sale of land reported in this cause, in account with Walter Litvinuck, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

		Cr.	
1968			
Feb. 23	By proceeds of the sale of said land, per report of said vendor, to wit: ----------		$13,500.00
	By interest on the balance of purchase price, per settlement sheet, to wit: ----------		163.78

By Gross proceeds to be accounted for ----------$13,663.78

To Walter Litvinuck, Assignee of mortgage, (and vendor, per terms of mortgage, towit: 1-His commissions for makeing sale on $13,500.00, per terms of mortgage ------ $825.00 2-His fee for his services ---------- 50.00		$875.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:----------		15.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk ------$ 23.35 2-Appearance fee of W. Litvinuck, Atty. 10.00		33.35
To do., for an amount due Fidelity & Deposit, Co., for the premium on the corporate surety bond filed by the vendor in this cause, per statement exhibited, to wit:----------		54.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For advertising Notice of Sale---------$ 87.50 2-For publishing Order Nisi of Sale------ 14.00		101.50
To do., for an amount due J. A. Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, to wit:----------		33.75
To do., for an amount paid William R. Wilson, III, for vendor's share of 1967-8 State and County taxes, from 7/1/67 to 3/1/68, plus interest of $5.23 and $1.00 for advertising, per settlement sheet, to wit:----------		122.54
To do., for an amount paid for cost of preparing and recording curative instrument, to clear title defect, per settlement sheet, to wit:----------		26.00
To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of ------		108.00
To Kingsberry Mortgage Company, Mortgagee, as payment in full of its mortgage, per statement of debt filed in this cause, the sum of ----------11,762.79		
To W. Grosup Jones, Receiver of Reynolds and Gannon, being appointed in Chancery No. 4760, in this Court, the surplus proceeds, or the balance of, being the sum of----------	531.85	
	$13,663.78	$13,663.78

March 4, 1968

J. THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed March 4, 1968

NISI RATIFICATION OF AUDIT

Walter Litvinuck, Assignee

vs.

Harry C. Reynolds and Daniel J. Gannon partners d/b/a Reynolds & Gannon

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4914

ORDERED, this 4th. day of March, 1968, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th. day of March, 1968, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed March 4, 1968

FINAL RATIFICATION OF AUDIT
Filed March 22, 1968

Walter Litvinuck, Assignee	)	In the Circuit Court
vs.	)	for Queen Anne's County
Harry C. Reynolds and Daniel J. Gannon partners d/b/a Reynolds & Gannon	)	In Equity
	)	Cause No. 4914

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd day of March, 1958, 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 Litvinuck, Assingee 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.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this 4th day of December in the year nineteen hundred and sixty-seven, the following SPECIAL CASE BY COSENT was filed for record, to wit:-

LOUIS H. JONES, as Administrator of the Estate of Anna Elizabeth Benton, and individually, and CATHERINE JONES, his wife Chester, Maryland	*	
and	*	IN THE
ALBERT GARDNER and FLORA GARDNER, his wife 2414 Darney Land Wilmington, Delaware	*	CIRCUIT COURT
and	*	
ANNA REDDEN and HAROLD REDDEN, her husband Ridgely, Maryland	*	FOR
and	*	QUEEN ANNE'S COUNTY
BENTON GARDNER and REBA GARDNER, his wife Stevensville, Maryland	*	
Plaintiffs	*	IN EQUITY
vs.	*	
LUTHER V. JONES and BERTHA JONES, his wife 10 Payson Avenue Catonsville, Maryland	*	No. 4920
Defendants	*	

* * *

SPECIAL CASE BY CONSENT - EQUITY
UNDER PROVISIONS OF MARYLAND RULY 329

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complaint of Louis H. Jones, and Catherine Jones, his wife, Albert Gardner and Flora Gardner, his wife, Anna Redden and Harold Redden, her husband, Benton Gardner and Reba Gardner, his wife, Plaintiffs, and LutherV. Jones and Bertha Jones, his wife, Defendants, by Walter Litvinuck, their attorney, respectfully represents:

1. That Anna Elizabeth Benton, deceased, was at thetime of her death seized in fee simple the following real estate, all of which is situate in Chester, Queen Anne's County, Maryland, to wit:

(a) All that house and lot situate on Kent Island, partly on the public road leading from Stevensville to Kent Island Narrown, and partly on the main road leading down Crab Alley Neck. Containing three-fourths of an acre of land, more or less; the title to which she acquired by a deed, to Anna Elizabeth Benton and Mary E. Benton, her mother as joint tenants and not as tenants in common, the said Mary E. Benton having predeceased Anna Elizabeth Benton, and said deed is recorded among the land records of Queen Anne's County in Liber A.S.G.,Jr. No. 16, folio 37, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit A. Said parcel is not subject to division ;in anyway without undue damage to the parties hereto.

2. That the said Anna Elizabeth Benton departed this life on June 20, 1967 intestate and left the following heirs:

(a) Luther V. Jones, nephew of decedent, whose wife is Bertha Jones.

(b) Albert Gardner, nephew of decedent, whose wife is Flora Gardner.

(c) Anna Redden, niece, of decedent, whose husband is Harold Redden.

(d) Benton Gardner, nephew of decedent, whose wife is Reba Gardner.

(e) Louis H. Jones, nephew of decedent, whose wife is Catherine Jones

3. That Letters of Administration of the Estate of Anna Elizabeth Benton, deceased, were granted by the Orphans' Court for Queen Anne's County to Louis H. Jones; administration of said estate has not been completed because the per-assets thereof are insufficient to pay the costs of adminstration and debts of the decedent.

TO THE END, THEREFORE,

A. That a decree may be passed for the sale of the said real estate and appointing a trustee therefore, under the authority of Article 16, Section 157, Annotated Code of Maryland.

B. That the proceeds of said sale be first used to pay the

unpaid debts and cost of administration of said estate.

C. That the remaining proceeds of said sale may be distributed between the heirs of Anna Elizabeth Benton, according to rheir respective interests.

D. That your Plaintiffs may have such other and further relief as their case may require.

WALTER LITVINUCK
Walter Litvinuck
Chester, Maryland 21619
Phone: 643-5081

Attorney for:
Louis H. Jones, & Catherine Jones
Albert Gardner & Flora Gardner
Anna Redden & Harold Redden
Benton Gardner & Reba Gardner
Luther V. Jones & Bertha Jones

EXHIBIT A
Filed Dec. 4, 1967

::::::::::::::::::::::::::::::::::::

#25,071. 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 onthe Twenty Sixth day of November, in the year nineteen ;hundred and forty-six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 22 day of November in the year nineteen and forty-six, by and between B. Hackett Turner, Jr., single man, of Queen Anne's County, State of Maryland, party of the first part and Mary E. Benton, widow, and Anna E. Benton, her daughter, ofQueen Anne's County, aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five Dollars, ($5.00) and other good and 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, their heirs and assigns, and unto the survivor of them, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common, the following described real estate, to wit:

THE house and lot situate on Kent Island, partly on the public road leading from Stevensville to Kent Island Narrows, and partly on the main road leading down Crab Alley Neck and more particularly described and located as follows, beginning at the northwest corner of the lot of, or formerly of, Samuel W. Jones, known as the Mrs. Chase lot, and running parallel or straight with the west side of the said lot a northerly course until it intersects the said main road leading from Stevensville to Kent Island ferry, thence east with the said road unitl it intersects the said road leading down said Crab Alley Neck, thence south down said Neck until it intersects the said lot of Samuel W. Jones, thence westerly to the place of beginning containing 3/4 of an acre of land, more or less; being the same land mentioned and described in the deed from Mary E. Benton to B. Hackett Turner, Jr. and redorded or intended to be recorded immediately preceding these presents.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said parties of the second part their heirs and assigns, in fee simple, as joint tenants, and not as tenants in common.

AND the said B. Hackett Turner, Jr., 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 said Grantor)

B. HACKETT TURNER JR. (SEAL)
B. Hackett Turner, Jr.

DELHA DANCY ROLPH
Delha Dancy Rolph

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my namd and af- my notarial seal, the day and year last above written.

DELHA DANCY ROLPH
NOTARY PUBLIC

Notary
Public
Seal.

Delha Dancy Rolph

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. 16, folio 37, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name affix the Seal of the Circuit Court for Queen Anne's County, this 4th day of December in the year nineteen hundred and sixty-seven.

Circuit Court Seal

CHARLES W. CECIL
Clerk

TESTIMONY
Filed Dec. 14, 1967

LOUIS H. JONES, as Administrator, etc., et al.,

vs.

LUTHER V. JONES, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 4920

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, Maryland, did, at the request of Walter Litvinuck, Attorney for Plaintiffs, on Thursday, December 14, 1967, at 10:00 o'clock a.m., at the law office of J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland. after swearing the witnesses and the stenographer, proceed to take their testimony. I hereby certify that the examination was properly conducted, there being no irregular or unusual circumstances in the taking of the testimony and I did not deem it necessary for me to examine any of the witnesses.

B. HACKETT TURNER
B. Hackett Turner
Examiner

The first witness, having been duly sworn, did depose and say;

Questions by Mr. Litvinuck:

Q: Please give me your name and address.

A: Louis H. Jones, Chester, Maryland.

Q: Are you the administrator of the Estate of Anna Elizabeth Benton?

A: Yes, sir.

Q: Would you please identify this paper writing?

A: This is a certified copy of the Register of Wills of Queen Anne's County showing that letters of administration were granted to me, Louis H. Jones, on the estate of Anna Elizabeth Benton on July 18, 1967.

Mr. Litvinuck: I wish to introduce this Certified copy of Letters of Administration of the Estate of Anna Elizabeth Benton, deceased, and I ask that it be marked Plaintiff's Exhibit A to this testimony.

Q: The personal estate filed in this estate amounted to $163.50 and cash in the bank of $645.00, is that correct?

A: Yes.

Q: And the bills that were filed against the estate amounted to what?

A: Mr. Lane's funeral bill was $959.60 and the State of Maryland's bill was $415.00.

Q: Would you please identify this paper writing that I now hand you?

A: This is a certified statement of the Register of Wills showing the assets in this estate and the debts filed against it.

Mr. Litvinuck: I wish to introduce this Certified Statement of the Register of Wills of Queen Anne's County and I ask that it be marked Plaintiff's Exhibit B to this testimony.

Q: Therefore, the personal estate is insufficient to pay all the bills of the estate, is that correct?

A: Yes.

Q: There was also a piece of real estate that was left by Anna Elizabeth Benton, was there not?

A: Yes.

Q: And that property is located where?

A: At Chester, Maryland, on the southwest corner of the intersection of Dominion Road and State Route No. 18. It contains three quarters of an acre, more or less.

Q: Is it a lot and dwelling/

A: Yes.

Q: Is this property susceptible of being divided equally into pieces or parcels among the heirs who would be entitled to the same?

A: No, without material loss to the property.

Q: Will you identify this paper writing?

A: This is a certified copy of the deed from B. Hackett Turner, single, to Mary E. Benton, widow, and Anna Elizabeth Benton,her daughter, as joint tenants, which deed is recorded among the land records of Queen Anne's County in Liber A.S.G.Jr. No. 16, folio 37.

Mr. Litvinuck: I wish to introduce this certified copy of deed and I ask that it be marked Plaintiff's Exhibit C to this testimony.

Q: Is Mary E. Benton now deceased?

A: Yes.

Q: When did she die?

A: I think it was March 8, 1956.

Q: Therefore, this property belonged to Anna Elizabeth Benton as surviving joint tenants?

A: Yes.

Q: Was Anna Elizabeth Benton married?

A: No.

Q: When did she pass away?

A: June 20, 1967.

Q: You said she was unmarried?

A: Yes.

Q: Did she have any brothers or sisters?

A: None living.

Q: But she did have neices and nephews?

A: Yes.

Q: How many sisters and brothers did she have?

A: Two brothers and three sisters. One brother died in infancy and the other brother brother died at age four or five. This was all before my time. One of her sisters, if I'm not mistaken, died before she was born.

Q: Now none of these brothers and sisters you have just mentioned that died in infancy were ever married and left any heirs at their deaths, is that correct?

A: Yes, that's correct.

Q: Now go ahead and identify the other two sisters.

A: They would be Grace E. Jones and Mona Gardner.

Q: Were these two sisters married?

A: Yes.

Q: Did their husbands predecease them in both cases?

A: Yes.

Q: Now at their deaths, did each of them leave children?

A: Yes.

Q: And they would be the present heirs of Anna Elizabeth Benton?

A: Yes, that's right/

Q: Now would you identify these heirs?

A: The children of Grace E. Jones are Luther V. Jones and myself, Louis H. Jones. The children of Mona Gardner are Albert Gardner, Anna Redden and Benton Gardner.

Q: Are any of these heirs married? If so, please identify them.

A: Luther V. Jones is married to Bertha Jones and they live at Catonsville, Maryland; Albert Gardner is married to Flora Gardner and they live at Wilmington, Delaware; Anna Redden is married to Harold Redden and they live in Ridgely, Maryland; Benton Gardner is married to Reba Gardner and they live in Stevensville, Maryland; Louis H. Jones is married to Catherine Jones and we live at Chester, Maryland.

Q: Grace E. Jones and Mona Gardner, the two sisters of Anna Elizabeth Benton, predeceased her, is that true?

A: Yes.

Q: What was the date of death of Grace E. Jones?

A: June 3, 1943.

Q: Did she die intestate, without a will?

A: Yes.

Q: What was the date of death of Mona Gardner?

A: It was during the year 1966, the month I don't know.

Q: Did she die without a will?

A: Yes.

Q: Are all of the heirs of Anna Elizabeth Benton over 21 years of age?

A: Yes.

Q: Have you been in contact with the other heirs of Anna Elizabeth Benton?

A: Yes.

Q: Have they all expressed a desire for the property to be sold?

A: Yes.

Q: You have personal knowledge of this fact?

A: Yes, I do.

The second witness, having been duly sworn, did depose and say:

Questions by Mr. Litvinuck:

Q: State your full name and address.

A: Claude Lowery, Chester, Maryland

Q: Mr. Lowery, are you familiar with the real estate property of the late Anna Elizabeth Benton?

A: I am.

Q: Where is this property located?

A: It is located on the old State Route 18 and the Stevensville Road right at Benton's Corner.

Q: Describe the size of the property?

A: It contains three quarters of an acre, more or less.

Q: Is it improved by a dwelling?

A: Yes, it is improved by a frame dwelling.

Q: Mr. Lowery, have you had any experience in valuating and appraising property in Queen Anne's County?

A: Yes, I am the Supervisor of Assessments for Queen Anne's County.

Q: How long have you been in this capacity?

A: Since December 1, 1956.

Q: Have you examined the real estate property of Anna Elizabeth Benton?

A: I have.

Q: When was this?

A: In August of 1967.

Q: What was the purpose of this appraisal then?

A: I was one of the appraisers for the estate of Anna Elizabeth Benton.

Q: Mr. Lowery, do you have an opinion as to what you consider the fair market value today of this property?

A: Yes.

Q: What is that opinion?

A: I would judge that $6,000.00 would be a fair market value today.

Q: That's in fee simple?

A: Yes, in fee simple.

Q: Describe the improvements located on this property.

A: A frame house, two-story, it has no bath or running water in it. It is an older house, but in very good condition, but no modern conveniences except electricity.

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 as follows, to wit:

B. Hackett Turner, Examiner-------- $10.00

Betty M. Comegys, Stenographer----- $10.00

And I hereby further certify that the testiminy was commenced at 10:00 o'clock, a.m. and ended at 10:30 o'clock a.m., or a period of thirty minutes.

B. HACKETT TURNER
Examiner

PLAINTIFF'S EXHIBIT A
Filed Dec. 14, 1967

THE STATE OF MARYLAND,

STATE 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 ANNA ELIZABETH BENTON, late of Queen Anne's County, deceased, were on the 18th day of July in the year of our Lord one thousand nine hundred and sixty-seven granted and committed unto Louis H. Hones who was then and there appointed ADMINISTRATOR of the said deceased, and that said letters are at this date in full force and effect.

Register of Wills Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 13th day of December in the year of our Lord, nineteen hundred and sixty-seven.

Test:

DOROTHY E. CONNOLLY
Register of Wills for Queen Anne's County

PLAINTIFF'S EXHIBIT B
Filed Dec. 14, 1967

TO WHOM IT MAY CONCERN:

I, Dorothy E. Connolly, 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 CERTIFY that the following appears from the records in my said office;

Letters of Administration on the estate of ANNA ELIZABETH BENTON, late of Queen Anne's County, deceased, were granted unto Louis H. Jones on July 18, 1967;

Three months in which Inventories are to be filed have expired. Inventory of Personal Property was filed and passed on August 29, 1967 - in the amount of $163.50; Inventory of Real Estate was filed and passed on August 29, 1967 - in the amount of $6,000.00; Inventory of Cash was filed and passed on December 12, 1967 - in the amount of $645.00.

The following claims have been filed against the decedent:

July 25, 1967	- Edgar L. Lane	$ 959.60
September 19, 1967	- State of Maryland Division of Reimbursements	415.00

Orphans' Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Queen Anne's County, the same being the Seal of my said office, this 13th day of December, in the year of our Lord one thousand nine hundred and sixty-seven:

DOROTHY E. CONNOLLY
Register of Wills of Queen Anne's County
Maryland

For Plaintiff's Exhibit C, see Exhibit A on page 492.
Filed Dec. 14, 1967

WAIVER
Filed Dec. 14, 1967

LOUIS H. JONES, Administrator
etc., et al.,

vs.

LUTHER V. JONES, et al.,

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 4920

WAIVER

The parties hereto do hereby agree and waive, under the provision of Rule 580, Section P, Maryland Rules of Procedure, the request that testimony taken before the Examiner in the above entitled case, remain in Court for ten (10) days and do hereby agree that the above entitled matter be taken up for hearing immediately.

WALTER LITVINUCK
Walter Litvinuck
Attorney for all parties

DECREE
Filed Dec. 15, 1967

LOUIS H. JONES, Administrator of the Estate of Anna Elizabeth Benton, et al.
Plaintiffs

vs.

LUTHER V. JONES and
BERTHA JONES, his wife, et al.
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4920

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appearing to theCourt that Annna Elizabeth Benton 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 15th day of December, 1967, by the Circuit Court for QueenAnne'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 Anna Elizabeth Benton, now deceased; and

That Walter Lircinuxk, 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 Six Thousand Dollars ($6,000.00), 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 Trustees.

That said Trustee shall comply with Maryland Rules BR 6 a and BR 6 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 thesaid Anna Elizabeth Benton, 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 hsall appear to have discharged his truse; and

AND IT IS FURTHER ORDERED that Walter Litvinuck, Esq. Trustee as aforesaid, be, and he is hereby directed to give Notice to the Creditors of Anna Elizabeth Benton, 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

CERTIFIED COPY OF BOND
Filed Dec. 19, 1967

FIDELITY and DEPOSIT COMPANY
Home Office OF MARYLAND Baltimore, Md. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Litvinuck of Chester, Queen Anne's County,Maryland, as principal and the FIDELITY ANDTDEPOSIT 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 SIX THOUSAND ($6,000.00) 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 19th day of December in the year of our Lord one thousand nine hundred and sixty-seven.

WHEREAS, the above bounden Walter Litvinuck 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 Louis H. Jones, as administrator of the estate of Anna Elizabeth Benton, and individually, and Catherine Jones, his wife, and Albert Gardner and Flora Gardner, his wife and Anna Redden and Harold Redden, her husband and Benton Gardner and Reba Gardner, his wife, VS. Luther V. Jones and Bertha Jones, his wife Chy, Cause No. 4920 now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Walter Litvunuck do and shall well and faithfully perform the trust 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:

MARILEE H. THOMPSON

WALTER LITVINUCK (SEAL)
Walter Litvinuck

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By MARILEE H. THOMPSON
As to Surety

By :DOROTHY E. CONNOLLY
Attorney-in-Fact
Corporate
Seal

Surety approved & Bond filed Dec. 19. 1967

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 aforegoing is truly taken and copied from Liber No. 1, folio 225, a Bond Record Book for Queen Anne's County.

IN TESTIMON Y WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 19th day of December in the year nineteen hundred and sixty-seven.

Circuit
Court
Seal

CHARLES W. CECIL
Clerk

CERTIFIED COPY OF BOND
Filed Jan. 15, 1968

RECEIVED FOR RECORD Jan. 15, 1968

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Litvinuck of Chester, 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-three Hundred & Fifty Dollars ($2,350.00), 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 and administrators, jointly and severally, firmly by these presents

Sealed with our seals and dated this 15th day of January, in the year of our Lord one thousand nine hundred and sixty-eight.

WHEREAS, the above bounden Walter Litvinuck 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 case (Chy. Cause No. 4920) of Louis H. Jones, as administrator of the estate of Anna Elizabeth Benton, and individually, and Catherine Jones, his wife, and Albert Gardner and Flora Gardner, his wife, and Anna Redden and Harold Redden, her husband and Benton Gardner and Reba Gardner, his wife, VS. Luther V. Jones and Bertha Jones, his wife, now pending in this Court, has sold the land described in said proceedings, after having heretofore furnished his bond in the penalty of Six Thousand ($6,000.00) Dollars, which was duly approved; and

WHEREAS, the proceeds of said sale were in excess of the penalty of the aforesaid Bond, so that he is, by law, required to furnish this additional Bond in the same manner as his original Bond, in order to cover the entire proceeds of said sale.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Walter Litvinuck, Trustee, does and shall well and truly and faithfully perform the trust reposed in him by said decree aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relations to the sale of said property, or the proceeds thereof then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Walter Litvinuck, Trustee, 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 written.

Signed, sealed and delivered in the presence of:

WALTER LITVINUCK
Walter Litvinuck, Trustee

BURNICE H. FREENEY

Fidelity and Deposit Company of Maryland

By DOROTHY E. CONNOLLY

Corporate Seal

Witness as to Surety:

BURNICE H. FREENEY

Surety approved & Bond Filed Jan. 15, 1968

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 230, 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 15th day of January in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL
Clerk

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Jan. 15, 1968

TRUSTEE'S SALE
OF
DWELLING and LOT
S.W. Corner of Intersection of Maryland Route 18 & Maryland Route 552, Chester, Maryland

By Virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed December 15, 1967, in Chancery Cause No. 4920, the undersigned Trustee will sell at Public Auction, on the premises, Chester, Maryland, on

SATURDAY, JANUARY 13, 1968
At 1:30 o'clock P.M.

ALL that house and lot situate on Kent Island, partly on the public road leading from Stevensville to Kent Island Narrows, and partly on the main road leading down Crab Alley Neck. Containing three-fourths of an acre of land, more or less.

BEING the same land conveyed by deed to Anna Elizabeth Benton and Mary E. Benton having predeceased Anna Elizabeth Benton, said deed recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr., No. 16, folio 37.

IMPROVED by a 2 story frame dwelling.

TERMS OF SALE: Ten per cent (10%) of the purchase money on day of sale, the balance to be secured to the satisfaction of the undersigned and the balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity, or all cash on day of sale at option of purchaser, deferred payments to bear interest from day of sale, and such other terms and conditions of sale, if any, to be announced at time of sale.

Possession will be given upon ratification of sale by the Circuit Court for QueenAnne's County, in Equity, Purchaser will pay all costs of transfer including revenue stamps on deed. Taxes and insurance will be adjusted as of day of sale.

WAETER LITVINUCK, Trustee

Joseph A. Jackson, Jr., Auctioneer

NOTICE TO CREDITORS

Pursuant to the Decree of the CircuitCourt for Queen Anne's County, in Equity, passed on the 15th day of December, 1967, NOTICE IS HEREBY GIVEN TO ALL persons having claims against the real estate of Anna Elizabeth Benton, 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 22nd day of March, 1968, otherwise they may by Law be excluded from participating in the distribution of the pro-

ceeds of sale of such real estate.

WALTER LITVINUCK, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 1/15 1968

THE RECORD-OBSERVER CORPORATION, a body corporte, does hereby certify that the TRUSTEE'S SALE in the estate of ANNA BENTON a true copy of which is annexed hereto, was published in the QUEEN ANN'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 13 day of Jan, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21 day of Dec 1967 and the last insertion on the 11 day of Jan, 1968.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

REPORT OF SALE
Filed Jan. 15, 1968

LOUIS H. JONES, Administrator of the Estate of Anna Elizabeth Benton, and individually, et al.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
		IN EQUITY No. 4920
LUTHER V. JONES, et al.	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Walter Litvinuck, Trustee, appointed by Decree of this Court, passed in the above-entitled cause on the 15th day of December, 1967, 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 $6,000.00, 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, Chester, Maryland, on January 13, 1968 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, 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 bested in him sold the property so described in said advertisement to William H. Harris and Violet M. Harris, his wife, for the sum of EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS ($8,350.00), 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 EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS ($8,350.00), being the entire purchase price by check.

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,

WALTER LITVINUCK

Trustee

STATE OF MARYLAND,

COUNTY OF QUEEN ANNE'S, sct:

I HEREBY CERTIFY that on this 15th day of January, 1968, before me, the Clerk of the Circuit Court for QueenAnne's County, personally appeared Walter Litvinuck, the Trustee in the above-entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

CHARLES W. CECIL
Clerk of the Court

AFFIDAVIT BY PURCHASER
Filed Jan. 15, 1968

LOUIS H. JONES, ADMINISTRATOR OF THE Estate of Anna Elizabeth Benton, and individually, et al.	*	IN THE CIRCUIT COURT
	*	FOR

vs. * QUEEN ANNE'S COUNTY

LUTHER V. JONES, et al. * IN EQUITY No. 4920

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND,

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 15th day of January, 1968, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William H. Harris and Violet M. Harris, 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.

CHARLOTTE A. SEVERA
Notary Public

Notary
Public
Seal

ORDER NISI ON SALE
Filed Jan. 15, 1968

ORDER NISI ON SALE

Louis H. Jones, as Administrator of the Estate of Anna Elizabeth Benton, and individually, et al,

vs.

Luther V. Jones and Bertha Jones, his wife.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 4920

ORDERED, this 15th day of January, 1968, that the sale of the real property, made and reported in this cause by Walter Litvinuck, Trustee, be ratified and confirmed, on or after the 15th day of February, 1968, 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 February. 1968.

The report states the amount of sales to be $8,350.00.

CHARLES W. CECIL Clerk

Filed Jan. 15, 1968

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Feb. 21, 1968

ORDER NISI ON SALE

Louis H. Jones, as Administrator of the Estate of Anna Elizabeth Benton and individually, et al,

vs.

Luther V. Jones and Bertha Jones, his wife.

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

Cause No. 4920

ORDERED, this 15th day of January, 1968, that the sale of the real property, made and reported in this cause by Walter Litvinuck, Trustee, be ratified and confirmed, on or after the 15th day of February, 1968, unless cause to the contrary thereof be preciously shown; provided a copy of this order be inserted in some newspaper published in QueenAnne's County, Maryland, once in each of three successive weeks before the 8th day of February, 1968.

The report states the amount of sales to be $8,350.00.

CHARLES W. CECIL, Clerk

Filed Jan. 15, 1968
True Copy
Test:

CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 2/21, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4920 in the estate of ANNA ELIZABETH BENTON a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of Jan, 1968, and the last insertion on the 1 day of Feb, 1968

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

FINAL RATIFICATION OF SALE
Filed Feb. 23, 1968

LOUIS H. JONES, ADMINISTRATOR of the Estate of Anna Elizabeth Benton, and individually, et al.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
LUTHER V. JONES, et al.	*	IN EQUITY No. 4920

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of February, 1968, that the sale of the real estate made and reported in this Cause by Walter Litvinuck, 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 predeeding Order Nisi; and the said Trustee is allowed the usual commissions and such proper expenses,not personal, as he shall produce vouchers thereofr to the auditor.

THOS J. KEATING JR.
JUDGE

REPORT OF AUDITOR
Filed March 4, 1968

LOUIS H. JONES, Administrator, etc.,

vs.

LUTHER V. JONES, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4920

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 Litvinuck, Trustee, who was by decree of this Court of December 15, 1967, appointed such Trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds thereform.

2. That in the within account the said Trustee is charged with the proceeds of sale and the unused portion of the State and County real estate taxes and allowed thereafter all expenses for which he produced proper vouchers, his commissions and the ;fee of your Auditor. The testimony in this cause by an exhibit being a certificate of the Register of Wills of QueenAnne's County showed a claim to Edgar L. Lane for funeral expenses in the sum of $595.60. After investigating this matter it has been discovered through statements of the said claimant that since the filing of his bill he has received a partial payment from the Social Security administration on the same in the amount $189.60, so that the difference was allowed. In addition thereto, there was another claim due the State of Maryland Division of Reimbursements for the deceased, being a patient at the Eastern Shore State Hospital, in the sum of $415. There is on file in the Register of Wills Office, a statement from an Assistant General Counsel, John J. Appel, Jr., of the Division of Reimbursements, that this amount has been paid, a carbon copy of which letter is filed herewith as an exhibit to this audit, an accordingly no allowance has been made for this claim.

3. The surplus proceeds of sale has been directed to be distributed to the five heirs at law of the said Anna Elizabeth Benton, deceased, after first making an allowance for the Collateral inheritance tax due the State of Maryland on each respective share, which has been directed to be paid to Dorothy E. Connolly, Register of Wills of Queen Anne's County.

Respectfully submitted,

J. THOMAS CLARK
Auditor

Cause No. 4920

The proceeds of the sale of real estate reported in this cause, in account with Walter Litvinuck, Truste, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1968
Feb. 23 By proceeds of the sale of land, per report of sale of said vendor, to wit:---------- $8,350.00

By adjustment of taxes prepaid by vendor, per settlement sheet, to wit:---------- 15.32

By gross proceeds to be accounted for ========== $8,365.32

Dr.

To Walter Litvinuck, Trustee, his commissions for making said sale, per Order of Court ---------$ 567.50

To for, 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, per statement exhibited, to wit:
1-Costs of Chas. W. Cecil, Clerk -------$55.40
2-Appearance fee of W. Litvinuck, Attorney---------- 10.00
3-Witness fee of Claude Lowery---------- 10.00
4-B.H.Turner, Examiner---------- 10.00
5-B.M. Comegys, Stenographer---------- 10.00 95.40

To do., for an amount due Fidelity & Deposit Co. of Md., for the corporate surety bond of the Trustee, filed in this cause---------- 33.00

To do., for amounts paid Queen Anne's Record-Observer, per receipts exnibited, to wit:
1-For advertising Notice of Sale--------$93.75
2-For publishing Order Nisi of sale----- 14.00 107.75

To Do., for an amount due J.A. Jackson, Jr., Auctioneer, for crying said sale, per rules of court, the sum of ---------- 25.00

To do., for an amount paid William R. Wilson, III, Treasurer, for 1967-8 State and County taxes on real estate sold in this proceedings, per receipt exhibited, towit:---------- 33.71

To J. Thomas Clark, Auditor, for stating this Account and mailing the required notices, the sum of ----------$ 84.00

To amount to be carried forward forward---------- 7,403.96

$8,365.32 $8,365.32

J THOMAS CLARK
Auditor

March 4, 1968

Cr.

By balance carried forward prior to allowance of claims of creditors---------- $7,403.96

Dr.

To Edgar L. Lane, Funeral Director, as payment in ful, of the funeral expenses of Anna Elizabeth Benton, per certificate of Register of Wills of Queen Anne's County showing account of amount of $959.60, less amount paid by Social Security in amount of $189.60, the sum of ---------- $ 770.00

To balance carried forward for distribution to the heirs at law of Anna Elizabeth Benton------- 6,633.96

$7,403/96 $7,403.96

J THOMAS CLARK
Auditor

March 4, 1968

Cr.

By balance carried forward for distribution to the heirs at law of Anna Elizabeth Benton, deceased---------- $6,633.96

Dr.

To Luther V. Jones, son of Grace E. Jones, deceased sister of Anna Elizabeth Benton, one-fourth of same, or sum of ---$1,658.48 Less collateral inheritance tax due State of Md. @rate of 7½%------ 124.39 $1,534.10

J. THOMAS CLARK
Auditor

March 4, 1968

To Louis H. Jones, son of Grace E. Jones, deceased sister of Anna Elizabeth Benton, one=fourth of the sum of ----------$1,658.49
Less collateral inheritance tax due State of Md. @rate of 7½%---------- 124.39 $1,534.10

To Albert Gardner, son of Mona Gardner, a deceased sister of Anna Elizabeth Benton, one-sixth of same, or the sum of ------$1,105.66		
Less collateral inheritance tax due State of Md. @ rate of 7½%----------	$82.92	1,022.74
To Anna Redden, dauthter of Mona Gardner, a deceased sister of Anna Elizabeth Benton one-sixth of same, or the sum of ------$1,105.66		
Less collateral inheritance tax due State of Md. @rate of 7½%----------	$82.92	1,022.74
To Benton Gardner, son of Mona Gardner, a deceased sister of Anna Elizabeth Benton, one-sixth of same, or the sum of ----------$1,105.66		
Less collateral inheritance tax due State of Md. @ rate of 7½%----------	$82.92	1,022.74
To Dorothy E. Collolly, register of wills as payment of the total collateral inheritance tax as set forth above, @ rate of 7½%, the sum of ----------	497.54	
	$6,633.96	$6,633.96

March 4, 1968

J. THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
FiledMarch 4, 1968

LOUIS H. JONES, administrator etc., et al.,

vs.

LUTHER V. JONES, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4920

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 4, 1968, he did by U. S. First Class Mail notify the following interested parties to this cause, towit:

Walter Litvinuck, Trustee
Chester, Maryland

Louis H. Jones, Administrator
and Individually, and
Catherine Jones, his wife
Chester, Maryland

Albert Gardner and
Flora Gardner, his wife
2414 Darney Land
Wilmington, Delaware

Anna Redden and
Harold Redden, her husband
Ridgely, Maryland

Benton Gardner and
Reba Gardner, his wife,
Stevensville, Maryland

Luther V. Jones and
Bertha Jones, his wife,
10 Payson Avenue
Catonsville, Maryland

Division of Reimbursements
2100 Guilford Avenue
Baltimore 18, Maryland

Edgar L. Lane
Church Hill, Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on March 4, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 19, 1968, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on March 20, 1968.

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed March 4, 1968

Louis H. Jones, administrator etc., et al.
VS.
Luther V. Jones, et al.

In the Circuit Court for Queen Anne's County
In Equity
Cause No. 4920

ORDERED, this 4th. day of March, 1968, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th. day of March, 1968, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed March 4, 1968

FINAL RATIFICATION OF AUDIT
Filed March 22, 1968

Louis H. Jones, administrator etc., et al.,
vs.
Luther V. Jones, et al.

In the Circuit Court for Queen Anne's County
In Equity
Cause No. 4920

FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd day of March, 1968, 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 Litvinuck, 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.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of December in the year nineteen hundred and sixty-seven, the following FORECLOSURE was brought to be recorded, to wit:

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife

Docket CWC #1 Folio 320

Case No. 4924

Filed Dec. 8, 1967

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 30th day of September A.D. 1959 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 tosecure the payment of the mortgage debt of $11,500.00 and interest as therein mentioned, whereinsaid 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 your Petitioner files herewith an Affidavit by WILLIAM M. BREMER, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property; which Affidavit is marked"PETITIONRS EXHIBIT NO.2," and prayed to be taken as a part of this Petition.

That default has now occurred in the performamce 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

PETITIONER'S EXHIBIT NO. 1
Filed Dec. 8, 1967

RECEIVED FOR RECORD Oct. 5, 1959 LIBER 51 PAGE 41

Form No. 1-CITY OR COUNTY FEE OR LEASEHOLD

THIS MORTGAGE, made this 30th day of September in the year one thousand nine hundred and fifty-nine, between JOHN J. MARZULLO and DOLORES E. MARZULLO, 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 JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife the sum of Eleven Thousand Five Hundred and 00/100 ($11,500.00) 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 following:m

By the payment of Eighty-two and 40/100 ($82.40) 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 mort gagee 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 preaid, 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 JOHN J. MARZULLO and DOLORES E. MARZULLO, 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

on Kent Island, in the 4th Election District of Queen Anne's County, State Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 9, 21 and 22, Block R, of CLOVERFIELDS, as more particularly set forth and shown on a Plat entitled "CLOVERFIELDS, Plat 1," by Purdum and Jeschke, Engineers and Registered Surveyors, dated the 4th day of March, 1959, and recorded among the Land Records of QueenAnne's County in Liber TSP No. 46, Folio 383.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among ghe Land Records of QueenAnne's County prior hereto from Monet Corporation unto the Mortgagors herein.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever. SUBJECT, HOWEVER, to the legal operation and effect of the restrictions,conditions, covenants and agreements set out in a Deed dated March 26th, 1959, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 46, Folio 529, from Guaranteed Realty Corporation, et al., unto Helen B. Ryan.

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

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

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

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

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

IV. To keep the 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 insuramce 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 th 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 descrnt, 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 aforegoing 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 Puglic General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendmant, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as a 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 ot 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 of 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 accompamied by a tender of the said expenses, costs and commissiom, 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 hands and seals of said Mortgagors.

TEST:

ELSIE CURTIS
Elsie Curtis

JOHN J. MARZULLO (SEAL)
(John J. Marzullo)

DOLORES E. MARZULLO (SEAL)
(Dolores E. Marzullo)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of September in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife, the mortgagor(s), named in the aforegoing 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.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Notary
Public
Seal

My commission expires May 1, 1961

PETITIONER'S EXHIBIT NO. 2
Filed Dec. 8, 1967

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

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife	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 WILLIAM M. BREMER Vice-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 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.

WM. M. BREMER
Wm. M. Bremer, President

Subscribed and sworn to before me

this 4th day of December 1967

ELSIE CURTIS
ELSIE CURTIS
Notary Public

Notary Public Seal

STATEMENT OF MORTGAGE DEBT
Filed Dec. 8, 1967

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VS.

JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate under the mortgage from JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION dated the 30th day of September, 1959, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 51 Folio 41 secured by the premises described in said mortgage.

Original Loan----------	$ 11,500.00
Amount Repaid----------	2,719.51
Loan Balance ----------	$ 8,780.49
Interest to 3/10/68 --------	272.56
	$ 9,053.05

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Corporate Seal

By Wm. M. Bremer
Wm. M. Bremer, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of December in the year nineteen hundred and 67, before me, the subscriber a Notary Public of the Stat of Maryland, in and for said City of Baltimore, personally appeared WILLIAM M. BREMER, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the morttgage claim under the mortgage filed in the said cause now remaining due and unpaid.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Notary Public Seal

DECREE FOR SALE OF MORTGAGED PREMISES
Filed Dec. 11, 1967

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife

DOCKER..... FOLIO.....
CASE No....4924.....
FILED .....

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 andconsidered:

IT IS THEREUPON, this 11th day of December in the year nineteen hundred and sixty-seven 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 forefeiture of said mortgage; the ROBERT F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $5,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recdorded, according to law, convey to the purchaser(s) his, her or their Heirs and assigns, the property and estate to him, her or them sold,free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

In the event that sale of the mortgaged property is made to a purchaser other then 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

CERTIFIED COPY OF BOND
Filed Dec. 26, 1967

FIDELITY and DEPOSIT COMPANY
Home Office OF MARYLAND Baltimore 3

BOND #81 18 151

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert F. Podlich, Aurora Federal Building 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 Thousand and 00/100 -- ($5,000.00)----- 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 21st day of December in the year of our Lord one thousand nine hundred and sixty-seven

WHEREAS, the above bounded Robert 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 certain property mentioned in the proceedings in the case of Aurora Federal Savings and Loan Association vs: John J. Marzullo and Dolores E. Marzullo, his wife now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert 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.

Signed, sealed and delivered in the presence of:

ROBERT F. PODLICH (SEAL)
Robert F. Podlich

WALTER P. REESE

witness;

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By CAROLYN BACKHAUS
Carolyn Backhaus As to Surety

By JOHN S. HARRIS
John S. Harris
Attorney-in-Fact.

Corporate Seal

Surety approved and Bond filed Dec. 26, 1967

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 aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 226, 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 QueenAnne's County this 26th day of December in the year nineteen hundred and sixty-seven.

Circuit Court Seal

CHARLES W. CECIL, Clerk

CERTIFICATE OF PUBLICATION OF SALE
Filed Jan. 17, 1968

WILLIAM F. PODLICH, Solicitor
301 Aurora Federal Building
Baltimore, Maryland 21201
758-2850

TRUSTEE'S SALE OF
VALUABLE FREE SIMPLE PROPERTY

LOTS 9, 21 & 22, BLOCK R. CLOVERFIELDS
(Having a frontage of 178 feet, more or less on the west side of Cloverfields Drive, east of Love Point County Road and about one mile north of Stevensville, Maryland)

IN THE

FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY
* * * * *

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. JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife," the undersigned Trustee will sell at Public Auction, in front of the Circuit Court House door in the Town of Centreville, Queen Anne's County, Maryland, on -

TUESDAY, JANUARY 9, 1968
at 1:30 o'clock P.M.

ALL that fee simple parcel of land situate and lying in the Fourth Election District of Queen Anne's County, ;in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lots 9, 21 and 22, Block R, of CLOVERFIELDS, as more particularly set forth and shown on a Plat entitled "CLOVERFIELDS, Plat 1," by Purdum and Jeschke, Engineers and Registered Surveyors, dated the 4th day of March, 1959, and recorded among the Land Records of Queen Anne's County, in Liber TSP No. 46, folio 383,

IMPROVED by a two-story, frame dwelling, containing six rooms and 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 March 26, 1959, and recorded among, the Land Records of Queen Anne's County in Liber TSP No. 46, folio 529, from Guaranteed Realty Corporation, et al., unto Helen B. Ryan.

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 of 6% from date of sale. All taxes and other public dues and charges are to be adjusted to date of sale. Cost of documentary stamps and transfer taxes, if any, to be paid by purchaser.

ROBERT F. PODLICH, Trustee
JOSEPH A. JACKSON, JR., Auctioneer

QUEEN ANNE'S RECORD-OBSERVER
Centreville, Md., 1/17/68

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 JOHN J. MARZULLO AND DOLORES E. MARZULLO, 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 9 day of JAN, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 14 day of DEC, 1967, and the last insertion on the 4 day of JAN, 1968

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

REPORT OF SALE
Filed Jan. 18, 1968

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	CASE NO. 4924
vs.	:	IN THE

JOHN J. MARZULLO and
DOLORES E. MARZULLO, his wife

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of ROBERT 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 Certificate of Advertisement heretofore filed in these proceedings by the QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in said County, for more than twenty days prior to the date of sale, said Trustee did attend, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, January 9, 1968, 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, it being then and there the highest bidder therefor, at and for the sum of Six Thousand Seven Hundred and 00/100 ($6,700.00) 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 the purchaser's affidavit required by the Maryland Rules.

This Report states the amount of sale to be Six Thousand Seven Hundred and 00/100 ($6,700.00) Dollars.

Respectfully submitted

ROBERT F. PODLICH
Robert F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of January, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT F. PODLICH, Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS
ELSIE CURTIS Notary Public

Notary
Public
Seal

AFFIDAVIT
Filed Jan. 18, 1968

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

JOHN J. MARZULLO and
DOLORES E. MARZULLO, his wife

* CASE NO. 4924
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 9th day of January, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BRAMWELL KELLY purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the Agent for the purchaser AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION of the property known as Lots 9, 21 and 22, Block R, CLOVERFIELDS, in the Fourth Election District of Queen Anne's County, Maryland, for $6,700.00 it being the property referred to in the above entitled cause, wherein ROBERT F. PODLICH was appointed by Decree of said Court, to make sale of said property; and that this Affiant has not directly or indirectly discouraged anyone from bidding for said property.

BRAMWELL KELLY, AGENT
Bramwell kelly, Agent

WITNESS my hand and Notarial Seal.

ANNE R. LEIDY, Notary
Anne R. Leidy, Notary Public

Notary
Public
Seal

ORDER NISI ON SALE
Filed January 18, 1968

Aurora Federal Savings and Loan Association, a body corporate	)	In the Circuit Court
	)	for Queen Anne's County
vs.	(	In Equity
	)	
John J. Marzullo and Dolores E. Marzullo, his wife	)	Cause No. 4924

ORDERED, this 18th. day of January, 1968, that the sale of the real property, made and reported in this cause by Robert F. Podlich, Trustee, be ratified and confirmed, on or after the 19th. day of February, 1968, 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 21th. day of February, 1968.

The report states the amount of sales to be $6,700.00.

CHARLES W. CECIL Clerk

Filed January 18, 1968

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON SALE
Filed Feb. 6, 1968

ORDER NISI ON SALE

Aurora Federal Savings and Loan
Association, a body corporate
vs.
John J. Marzullo and
Dolores E. Marzullo, his wife

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

Cause No. 4924

ORDERED, this 18th day of January, 1968, that the sale of the real property, made and reported in this cause by Robert F. Podlich, Trustee, be ratified and confirmed, on or after the 19th day of February, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this order be in some newapaper published in Queen Anne's County, Maryland, once in each of three successive weeks berore the 12th day of February, 1968.

The report states the amount of sales to be $6,700.00.

CHARLES W. CECIL, Clerk

Filed January 18, 1968
True Copy
Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 2/6 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI #4924 ;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 12 day of BEF, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25 day of JAN, 1968, and the last insertion on the 8 day of FEB, 1968,

THE RECORD-OBSERVER CORPORATION

BY MARY LOU WALTERS

FINAL ORDER OF RATIFICATION
FILED Feb. 20, 1968

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	CASE NO. 4924
	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANN'S COUNTY
	:	IN EQUITY
JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife	:	

FINAL ORDER OF RATIFICATION

O R D E R E D, this 19th day of February, 1968, 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 ROBERT 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

ACCOUNT OF AUDITOR
Filed Mar. 4, 1968

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

JOHN J. MARZULLO and
DOLORES E. MARZULLO, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4924

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 Robert F. Podlich, Trustee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $3,001.23..

2. That in the within account Robert F. Podlich, Trustee and vendor, is charged with the gross proceeds of sale as hereinafter set forth, and allowed thereafter his commissions and fee provided by the mortgage and all expenses not personal which pertain to said mortgage foreclosure, including the fee of your Auditor, and the balance was directed to be paid to the said mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J THOMAS CLARK
Auditor

Cause No. 4924

The proceeds of the sale of land reported in this cause, in account with Robert F. Podlich, Trustee, and vendor of the lands foreclosed in these proceedings

Cr.

1968		
Feb. 19	By proceeds of the sale of said land. per recport of said vendor, to wit:----------	$6,700.00
	By interest collected on balance of purchase price, per settlement sheet, to wit:----------	43.40
	By adjustment of 1967-8 State and County, per settlement sheet, to wit:----------	66.12
	By gross proceeds to be accounted for ----------	$6,809.52

Dr.

To Robert F. Podlich, Trustee, (and vendor, per terms of mortgage, to wit: 1-His commissions for making sale on $6,700.00, per terms of mortgage----- $485.00 2-His fee for his services---------- 35.00	$ 520.00	
To do., for an amount paid Charles W. Cecil, Clerk, for advanced corut costs, per receipt exhibited, to wit:----------		15.00
To do., for an amount due for court costs, per statement of Clerk's exhibited, to wit: 1-Costs of Charles W. Cecil, Clerk--- $ 18.20 2-Appearance of William F. Podlich, Attorney---------- 10.00		28.20
To do., for an amount for Blanc, Dugan & McMillan, Inc., for the premium on the corporate surety bond filed by the vendor in this cause, per statement of vendor, to wit:--------		10.00
To do., for amounts paid Queen Anne's Record-Observer, per statement of vendor, to wit: 1-For advertising Notice of Sale----- $ 87.50 2-For publishing Order Nisi of Sale-- 14.00		101.50
To do., for amount for J. A. Jackson, Jr., Auctioneer's, for crying said sale, per Statement of vendor, to wit:----------		25.00
To do., for an amount for Elsie Curtis, Norary Public, for notary fees, per statement of vendor, to wit:----------		2.50
To do., for an amount due by vendor, on Cloverfields maintenance charges, per statement of vendor, to wit:----------		1.50

To do., for an amount due by vendor, on Cloverfields maintenance charges, per statement of vendor, to wit:---------- $ 1.50

To J. Thomas Clark, Auditor, for stating this account anf sending notices, tbe sum of---------- 54.00

To Aurora Federal Savings and Loan AssociATION, Mortgagee, gs partial payment on the mortgage indebtedness, per statememt of mortgage debt, filed in this cause, in the sum of $9,053.05, the balance or the sum of ---------- $6,051.82

$6,809.52 $6,809.52

March 4, 1968

J THOMAS CLARK
Auditor

CERTIFICATE OF NOTICES MAILED
Filed Mar. 12, 1968

AURORA FEDERAL SAVINGS AND
Loan Association, A body corporate

vs.

JOHN J. MARZULLO and
DOLORES E. MARZULLO, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4924

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 12, 1968, 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:

Robert F. Podlich, Trustee
Aurora Federal Building
Charles Street at Saratoga
Baltimore, Maryland 21201

Aurora Federal Savings and
Loan Association
Charles Street at Saratoga
Baltimore, Maryland 21201

John J. Marzullo and
Dolores E. Marzullo
Cambridge, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on March 12, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 27, 1968, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 28, 1968.

J THOMAS CLARK
Auditor

NISI RATIFICATION OF AUDIT
Filed Mar. 12, 1968

NISI RATIFICATION OF AUDIT

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate)
vs. (
JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife)

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4924

ORDERED, this 12th day of March, 1968, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th day of March, 1968, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Mar. 12, 1968

FINAL RATIFICATION OF AUDIT
Filed March 28, 1968

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	)	In the Circuit Court
	)	for queen Anne's County
va,	(	IN EQUITY
JOHN J. MARZULLO and DOLORES E. MARZULLO, his wife	)	Cause No. 4924

FINAL RATIFICATION OF AUDIT

ORDERED, this 28th day of March, 1968, 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 Robert 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 Ann's County.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Seventh day of December, in the year nineteen hundred and sixty-seven, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

ERNEST LEON MASSEY, next friend and natural guardian of Morris Leon Massey, minor; DOROTHY P. MASSEY, both of Church Hill, Maryland

vs,

MORRIS LEON MASSEY, minor Church Hill, Maryland

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4923

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Ernest Leon Massey, next friend and natural guardian of Morris Leon Massey, infant, and Dorothy P. Massey, Plaintiffs, by J. Thomas Clark, their attorney, respectfully represents;

1. That the said Morris Leon Massey is an infant now 18 years of age, who will be 19 years of age on January 7, 1968, is now married and his father is the said Ernest Leon Massey.

2. That on September 23, 1960, the said Morris Leon Massey, infant, became seized of an unimproved lot of land situate on the south side of Cemetery Lane in or near the town of Church Hill, Second Election District of Queen Anne's County, Maryland, be virtue of a deed of said date from Chester M. Massey and Dorothy P.Massey, his wife, to Ernest Leon Massey, natural guardian of Morris Leon Massey, minor, being recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 56, folio 578, a certified copy of which deed is filed herewith and marked Exhibit No. 1, The said lot size is 100 feet by 345 feet.

3. That thereafter on the 11th day of July, 1963, your Petitioner, Ernest Leon Massey, without an order of this Court, did convey said lot unto Dorothy P. Massey and Effa B. Allen, as joint tenants, by deed having been duly recorded among the land records of Queen Anne's County aforesaid in Liber C.W.C. No. 2, folio 246, a certified copy of which deed is filed herewith and marked Exhibit No. 2. This deed was predicated upon the conveyance by the said Dorothy P. Massey of a lot to the said Morris Leon Massey in return for the same.

4. That thereafter on the 31st day of July, 1963, the said Dorothy P. Massey, widow, by deed to Ernest Leon Massey, natural guardian of Morris Leon Massey, minor, did convey a lot of land situate on the south side of Cemetery Lane in or near the town of Church Hill, Second Election District of QueenAnne's County, Maryland, size 100 feet by 496 feet, more or less, said deed being recorded among the land records of Queen Anne's County aforesaid, in Liber C.W.C. No.2, folio 248, a certified copy of which deed is filed herewith and marked Exhibit No. 3.

5. That it would be for the benefit and advantage of the said infant to exchange said real estate, the second lot being larger, a better location and on higher land.

TO THE END THEREFORE:

(1) That the said real estate described in Exhibits No. 1 and No. 2 may be exchanged for the real estate described in Exhibit No. 3 and that a decree be ordered by this Court.

(2) That a trustee be appointed by this Honorable Court to execute the deed necessary to carry such exchange into effect.

(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
J. Thomas Clark
118 N. Commerce St.
Centreville, Maryland
Phone: 758-1392
Attorney for Plaintiffs

PERMISSION OF ADULT TO USE HIS NAME AS NEXT FRIEND OF INFANT
Filed Dec. 7, 1967

ERNEST LEON MASSEY, next friend and natural guardian of Morris Leon Massey, minor; DOROTHY P. MASSEY, both of Church Hill, Maryland

vs.

MORRIS LEON MASSEY, minor Church Hill, Maryland

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4923

PERMISSION OF ADULT TO USE HIS NAME
AS NEXT FRIEND OF INFANT

J. Thomas Clark, Attorney
Centreville, Maryland

Sir:

You are hereby given authority to docket suit in the above titling and use my name as next friend of Morris Leon Massey, infant.

ERNEST LEON MASSEY
Ernest Leon Massey

EXHIBIT NO. 1
Filed Dec. 7, 1967

RECEIVED FOR RECORD Sept. 24, 1960

THIS DEED, Made this 23rd day of September, in the year one thousand nine hundred and sixty, by and between Chester M. Massey and Dorothy P. Massey, his wife, of Queen Anne's County, in the State of Maryland, of the first part, and Ernest Leon Massey, natural guardian of Morris Leon Massey, minor, of the State and County aforesaid, of the second part,

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), and natural love and affection, the said Chester M. Massey and Dorothy P. Massey, his wife, do grant and convey unto the said Ernest Leon Massey, as natural guardian of Morris Leon Massey, minor, his heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being on Cemetery Land near the town of Church Hill, in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same at a nail on the center line of the right of way for said Cemetery Land, corner for the lands of Charles Gary Luff and wife, and running thence with said center line of the right of way of said Cemetery Lane in an easterly direction a distance of 100 feet to a point along other lands of the Grantors hereof; thence with other lands of the said Grantors in a southerly direction to a point along the land of or formerly of Mrs. H. D. Massey; thence with the lands of or formerly of Mrs. H. D. Massey in an westerly direction a distance of 100 feet to a point; thence in a northerly direction with the lands of Charles Gary Luff among others to the place of beginning, containing whatsoever quantity of land it may.

Being a part of the land granted and conveyed unto the Grantors hereof by Lula L. Massey, widow, by deed dated May 15, 1958, and recorded among the land records for Queen Anne's County aforesaid in Liber T.S.P.,No. 40, folio 548.

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 anhwise appertaining.

TO HAVE AND TO HOLD the said lot of groung 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 Ernest Leon Massey, as natural guardian of Morris Leon Massey, minor, his 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 covneyed; 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 hand and seal of said grantors.

TEST:

MINNIE T. STORY

CHESTER M. MASSEY (SEAL)
Chester M. Massey

DOROTHY P. MASSEY (SEAL)
Dorothy P. Massey

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

I HEREBY CERTIFY, That on this 23rd day of September in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for QueenAnne's County aforesaid, personally appeared Chester M. Massey and Dorothy P. Massey, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

MINNIE T. STORY
Notary Public

NOTARY
PUBLIC
SEAL

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

I HEREBY CERTIFY, that theaforeoing is truly taken and copied from Liber T.S.P. No. 56, folio 578, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereuto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of December in the year nineteen hundred and sixty-seven.

CIRCUIT COURT SEAL

CHARLES W. CECIL
Clerk

EXHIBIT NO. 2
Filed Dec. 7, 1967

No. 50107
Re 2849 RECEIVED FOR RECORD Aug. 5, 1963

THIS DEED, Made this 11th day of July in the year one thousand nine hundred and sixty-three, by and between Ernest Leon Massey, natural guardian of Morris Leon Massey, minor, of Queen Anne's County in the State of Maryland, of the first part, and Dorothy P. Massey and Effa B. Allen, of the State and County aforesaid, of the second part.

WITNESS, that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged. the said Ernest Leon Massey, as natural guardian of Morris Leon Massey, minor, does grant and convey unto the said Dorothy P. Massey and Effa B. Allen, as joint tenants and not as tenants in common, and unto the survivor, her heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lyingand being on Cemetery Lane near the town of Church Hill, in the Second ElectionDistrict of Queen Anne;s County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same at a nail on the center line of the right of way for said Cemetery Land, a corner for the land of Charles Gary Luff and wife, and running thence with said center line of the right of way of said Cemetery Lane in an easterly direction a distance of 100 feet to a point along other lands of the Grantors hereof; thence with other lands of the said Grantors in a southerly direction to a point along the lands of or formerly of Mrs. H. D. Massey; thence with the lands of or formerly of Mrs. H. D. Massey in an westerly direction a distance of 100 feet to a point; thence in a northerly direction with the lands of Charles Gary Luff among others to the place of beginning, containing whatsoever quantity of land it may.

Being the same land granted and conveyed unto the Grantor hereof by Chester M. Massey and wife, by deed dated September 23rd, 1960, and recorded among the land records for Queen Anne's County aforesaid, in Liber T.S.P. No. 56, folio 548.

TOGETHER with the buildings and improvements therupon 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 Dorothy P. Massey and Effa B. Allen, as joint tenants and not as tenants in common, and unto the survivor, her heirs and asigns, in fee simple.

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

WITNESS the hand and seal of said grantor

TEST:

EVELYN D. NELSON

ERNEST LEON MASSEY (SEAL)
Ernest Leon Massey, natural guardian of Morris Leon Massey, minor

STATE OF MARYLAND, Queen anne's County, to wit:

I HEREBY CERTIFY, That on this 11th day of July in the year one thousand nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Ernest Leon Massey, natural guardian of Morris Leon Massey, minor the above named grantor, and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

EVELYN D. NELSON
Notary Public

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 246, a Land Record Book for QueenAnne's County.

Circuit Court Seal

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix theSeal of the Circuit Court for Queen Anne's County, this 7th day of December in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

EXHIBIT NO. 3
Filed Dec. 7, 1967

No. 50109
Re2850 RECEIVED FOR RECORD Aug. 5, 1963

THIS DEED, Made this 31st day of July in the year one thousand nine hundred and sixty-three, by and between Dorothy P. Massey, widow, of Queen Anne's County in the State of Maryland, of the first part, and Ernest Leon Massey, natural guardian of Morris Leon Massey, minor, of County and State aforesaid of the second part.

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the reciipt of which is hereby acknowledged the said Dorothy P. Massey does grant and convey unto the said Ernest Leon Massey as natural guardian of Morris Leon Massey, minor, his heirs and assigns, in fee simple, all that lot or partial of ground, situate, lying and being On Cemetery Lane near the town of Church Hill, in the Second Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: BEGINNING for the same at a point on the center line of the right of way for Cemetery Lane (said point of beginning being 100 feet distant from a nail set on the center line of the right of way for said Cemetery Lane in a westerly direction, and being the northeast corner of the lands of Ernest Leon Massey and wife, and the northwest corner of the land of Ernest Leon Massey, natural guardian of Sally Ann Massey, minor, where aforesaid properties intersect as aforesaid), and running thence with the said center line of the right of way of said Cemetery Lane in an easterly direction a distance of 100 feet to a point along other lands of the Grantor hereof; thence with other lands of the said Grantor in a southerly direction to a point along the lands of or formerly of Mrs. H. D. Massey, whatever distance it may be; thence with the lands of or formerly of Mrs. H. D. Massey in an westerly direction a distance of 100 feet to a point along the lands of Ernest Leon Massey, natural guardian of Sally Ann Massey, minor; thence with the lands of said Ernest Leon Massey, natural guardian of Sally Ann Massey, minor, in a northerly direction, whatever distance it may be, to the place of beginning.

Being a part of the land granted and conveyed unto Chester M. Massey, deceased, (who departed this life on April 17, 1962), and the said Dorothy P. Massey, his wife, as tenants by the entireties, by deed dated May 15, 1958, and recorded among the land records of Queen Anne's County aforesaid, inLiber T.S.P. No. 40, folio 548.

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 tobe conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Ernest Leon Massey as natural guardian of Morris Leon Massey, minor, his heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor

TEST:

WILLIAM R. TURNER

DOROTHY P. MASSEY (SEAL)
Dorothy P. Massey

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

I HEREBY CERTIFY, That on this 31st day of July in the year one thousand nine hundred and 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Dorothy P. Massey, widow the above named grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

WILLIAM R. TURNER
Notary Public

NOTARY
PUBLIC
SEAL

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

I HEREBY CERTIFY, that theaforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 248, 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 7th day of December in theyear nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

PETITION FOR APPOINTMENT OF GUARDIAN
AD LITEM
Filed Dec. 8, 1967

ERNEST LEON MASSEY, next
friend and natural guardian
of Morris Leon Massey, minor;
DOROTHY P. MASSEY, both of
Church Hill, Maryland

vs.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

MORRIS LEON MASSEY, minor
Church Hill, Maryland

No. 4923

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ASNWER FOR INFANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ernest Leon Massey, next friend and natural guardian of Morris Leon Massey, minor, and Dorothy P. Massey, Plaintiffs in the above cause, respectfully represents:

1. That the said Morris Leon Massey, the Defendant in said cause, has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself.

2. Your Petitioners therefore pray your Honor to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

J. THOMAS CLARK
Attorney for Petitioners

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

I HEREBY CERTIFY, that on this 8th day of December, 1967, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared Ernest Leon Massey, one of the above plaintiffs, and made oath in due form of law that the matters and facts in the aforegoing Petitioner are true to the best of his knowledge and belief.

WITNESSETH my hand and Notarial Seal.

BETTY M. COMEGYS
Notary Public

NOTARY
PUBLIC
SEAL

SUMMONS
Filed Dec. 11, 1967

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

January Return day
File No. 4923
Docket C.W.C. #1, folio. 318

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

TO: Morris Leon Massey, minor
Church Hill, 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

Ernest Leon Massey, next friend and natural guardian
of Morris Leon Massey, minor;
Dorothy P. Massey, both of Church Hill, Maryland

Issued the 7th. day of Dedember 1967

Witness the Honorable Chief Judge of theSecond Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark
118 N. Commerce St.
ADDRESS: Centreville, Maryland
758-1392

CHARLES W. CECIL
Clerk
(Seal of Court)
SEAL

NOTICE TO THEPERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 16, 1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

And on the back of the aforegoing is the following endorsement to wit:

Summons served on Morris Leon Massey, Minor and copy of summons and bill of complaint left with him this 7th day of December, 1967.

RONALD L. RASH
Deputy Sheriff

ORDER OF COURT
Filed Dec. 11, 1967

ORDER OF COURT

ORDERED, this 11th day of December, 1967, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing Petition and Affidavit, that Betty M. Comegys be, and he is hereby appointed guardian ad litem to appear and answer for Morris Leon Massey, infant defendant in the above cause.

THOS J KEATING, JR.
JUDGE

ANSWER OF INFANT BY GUARDIAN AD LITEM
Filed Dec. 11, 1967

ERNEST LEON MASSEY, next friend and natural guardian of Morris Leon Massey, minor; Dorothy P. Massey, both of Church Hill, Maryland

vs.

MORRIS LEON MASSEY, minor
Church Hill, Maryland

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4923

ANSWER OF INFANT BY GUARDIAN AD LITEM

The answer of Morris Leon Massey, infant, by Betty M. Comegys, guardian ad litem, duly appointed by Order of this Court, to the bill of complaint filed in this cause against him, says:

This defendant, being an infant, cannot admit andy of the matters and things in said bill alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.

BETTY M. COMEGYS
Guardian Ad Litem

I HEREBY CERTIFY, that on this 11th day of December, 1967, I served a copy of the aforegoing Answer of Infant by Guardian Ad Litem, upon J. Thomas Clark, Attorney for Plaintiffs, by leading a copy of the same at his law office, 118 N. Commerce Street, Centreville, Maryland.

BETTY M. COMEGYS
Guardian Ad Litem

TESTIMONY
Filed Dec. 13, 1967

ERNEST LEON MASSEY,
next friend, etc., et al.

vs.

MORRIS LEON MASSEY

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 4923

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, did, at the request of J. Thomas Clark, Attorney for the Plaintiff, at his law office, 118 North Commerce Street, Centreville, Maryland, on Monday, December 11, 1967, at 2:30 o'clock p.m., after swearing the witnesses and the stenographer, proceed to take their testimony. I further certify that the proceedings were properly conducted, there being no unusual or irregular circumstances, and that I did not deem it necessary for me to examine any of the witnesses.

B. HACKETT TURNER
B. Hackett Turner
Examiner

The first witness, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Ernest Leon Massey, 50, Church Hill, Maryland, farmer and horse trainer.

Q: Is there any prior or pending litigation between you and the other party to this suit?

A: No.

Questions by Mr. Clark:

Q: What is your relationship to Morris Leon Massey?

A: I am his father.

Q: Please state the date of birth of Morris Leon Massey.

A: January 7, 1949.

Q: What is his marital status?

A: He is married.

Q: Where does he now reside?

A: On my farm at Church Hill, Maryland.

Q: I show you Plaintiff's Exhibit No. 1 and ask you to identify it.

A: This is a deed from Chester M. Massey and Dorothy P. Massey, his wife, to myself as natural guardian for my son, Morris Leon Massey, dated September 23, 1960.

Mr. Clark: Offered into evidence is this deed and I ask that it be marked Examiner's Exhibit No. 1 to this testimony.

Q: What is the size of the lot in this deed?

A: 100 feet by 345 feet.

Q: Would you please describe in addition to its size its quantity, situation and value?

A: It is a low lot in which some water stands in the back. It is backed right up to the Church Hill Lumber Company and is disturbed by noises of saws and trucks because of work and other numerous noises you encunter in a lumber business. I value this lot at $300.00.

Q: I show you Plaintiff's Exhibit No. 2 and ask you to identify that.

A: This is a deed from myself as natural guardian of Morris Leon Massey to Dorothy P. Massey and Effa B. Allen as joint tenants dated July 11, 1963, in which I conveyed the property I described in the first exhibit to Mrs. Massey and Mrs. Allen without an order of Court.

Mr. Clark: Offered into evidence is this deed and I ask that it be marked Examiner's Exhibit No. 2 to this testimony.

Q: I show you Plaintiff's Exhibit No. 3 and ask you to identify it.

A: This is a deed from Dorothy P. Massey, widow, to myself as natural guardian of Morris Leon Massey, minor, dated July 31, 1963, in which she conveyed to me as such guardian a lot of land located on Cemetery Lane which is the same street as the first property in or near Church Hill.

Mr. Clark: Offered into evidence is this deed and I ask that it be marked Examiner's Exhibit No. 3 to this testimony.

Q: What is the size of the lot described in the last exhibit, which I just introduced?

A: 100 feet by 496 feet.

Q: Describe the property conveyed in Exhibit No. 3 as to its quantity, situation and value.

A: This property is on the same street in Church Hill as the first piece of property but is closer to the cemetery and up the hill on a higher plateau. The lot is over a hundred feet longer and deeper and is good level land. There is no drainage problem and is a more valuable lot in my opinion and has a value of $500.00.

Q: Please describe these several conveyances.

A: The original lot was deeded by my uncle and aunt to me as natural guardian for my son so that he would have a lot of land on which to build a home on after be became of age should he so want to. This was in 1960. Later during the year 1963, after my uncle had died and after discussion with my aunt, Mrs. Massey, we decided that it would be better for Morris to have a better lot and so we agreed to exchange these two lots. Mrs. Massey wanted to do this before something happened to her. After the properties were exchanged, Mrs. Massey's aunt built a house on it, which has a value of about $8,000.00, and she has since died and it has been discovered that you must have an order of court for a guardian to convey property of a minor.

Q: Will you state whether or not in your opinion this exchange of property would be for the benefit and advantage of Morris Leon Massey?

A: Yes, for the reasons I have previously stated because of the size of the lot and the location since it is further away from the Church Hill Lumber Company. It is a quieter environment and it borders on an open field. The land drains much better and there are no low spots in it and it is on a paved road. In addition, because of the mistake involved in the vuilding of the house on the first lot, which is a home which would be too small for my son if he would have a family. I have also discussed this matter with my son and he has informed me thst he would much prefer the second lot.

The second witness, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Emile Moore, age 58, Church Hill, Maryland, painting contractor.

Q: Are you familiar with the properties which have been testified to by Mr. Massey, in this case?

A: Yes.

Q: Will you further state whether or not you are familiar with land values and real

estate in and around the community of Church Hill?

A: Yes, I own my own home and through the last several years I have bought and sold different parcels in and around Church Hill.

Q: Please describe the properties in question as to quantity, quality, situation and value.

A: Both of these properties are located on the south side of the road known as Cemetery Lane which leads from Route 213 inChurch Hill easterly to the Church Hill Cemetery. This road is a paved road and there are about seven or eight houses built on this road. The property which is now in the name of Mrs. Massey and Mrs. Allen is but a short distance from 213 and runs directly up to the Church Hill Lumber Company property and is a lot of 100 feet frontage on Cemetery Land

and extends back to the Church Hill Lumber Company bildings 345 feet. On this property there is a small clapboard house,which has one bedroom and the lot has been filled in some but there is stall a drainage problem and water lays on the back part of it most of the time except during very dry weather. It is not a very desirable lot because of the fact that the noise that hou get from the Church Hill Lumber Company of transporting lumber and of Bill Cronshaw's men working there doing work on the property so that noise is a definite factor here. I value this lot at about $350.00. The other lot which is now in the name of Leon as guardian for his son, Morris, is about 400 or more feet easterly up the road from the other lot and it is a high piece of ground and has a frontage on Cemetery Lane of 100 feet and extends back 496 feet and is bounded by an open field on its south side. This is a much better lot. It is quieter, larger and has a greater value that the one. In my opinion this lot has a value of $500.00.

Q: Please state whether or not in your opinionit would be to the benefit and advantage of said infant to exchange said real estate?

A: Yes, for the reason I have previously stated.

The third witness, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: W. Frederick Coursey, 52, Church Hill, I work at the Post Office Department as a rural mail carrier.

Q: Mr. Coursey, you have heard the testimony concerning the real estate in this suit. Are you familiar with these two parcels?

A: Yes.

Q: Would you please describe the properties as to their location, quantity, situation and value?

A: The lot that now has the home of Mrs. Allen on it is located on Cemetery Lane in Church Hill just off of Route 213. This lot has a size of approcimately 100 feet by 345 feet. It is of very poor quality due to its being low and on a hillside. This lot is located also very close to Church Hill Lumber Company, which does not make it ideal for quiet living. It is also very close to Route 213 which carries a lot of truck traffic. This lot has a value in my opinion of approximately $300.00. The other lot is located approximately 400 feet easterly from the first

lot and is also on Cemetery Lane in Church Hill, Maryland. This lot is approximately 100 feet front by 496 feet deep. It is a much nicer lot to build on due to the terrain of the lot. There would be much less problem of drainage due to the fact that it is on a higher level, being situated and located further from 213 and also the level yard would make it more ideal for a residence. This lot,I would say, has a value of approximately $500.00. which in my opinion makes Lot No. 2 much more not only suitable as a building lot but much more valuable.

Q: Please state your qualifications to evaluate real estate in the Church Hill area?

A: I have lived in Church Hill since 1928 and have owned my own home in Church Hill since 1940 and have been insterested in the building business having worked as a draftsman and estimator for the Church Hill Lumber Company before going to work for the Post Office Dept. and I am familiar with property values around the Church Hill area.

Q: Please state whether or not in your opinion it would be to the benefit and advantage of the said infant to exchange these properties?

A: Yes, because of the reasons I have stated. It is a much more desirable lot.

The fourth witness, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Dorothy P. Massey, 57, Church Hill, Maryland, assistant cashier at the Church Hill Bank.

Q: Is there any prior or pending litigation between you and the other party to this suit?

A: No.

Questions by Mr. Clark:

Q: I show you Examiner's Exhibit No. 1 and ask you to identify it.

A: This is the deed from myself and my husband to Leon as natural guardian of his son, Morris, which we deeded to him during the year 1960.

Q: I show you Examiner's Exhibit No. 2 and ask you to identify it.

A: This is the deed during the year 1963 from Leon as guardian of Morris to my aunt, Mrs. Allen, and myself as joint tenants and which is the same property as that described in the first deed you showed me or exhibit No. 1.

Q: I hand you Examiner's Exhibit No. 3 and ask you to identify it.

A: This a deed during the year 1963 from myself to Leon as natural guardian of Morris, his son, which is a different lot.

Q: Describe the location of these two parcels of property.

A: The first lot which is described in Exhibits 1 and 2 is right next to my property where I now live and is a lot which has 100 feet frontage on the road and extends back around 350 feet. This lot has a house on it which my aunt built, which is a small frame dwelling. This lot is not a level lot and has had to be filled in and in the back it is very low. It runs right up to the Church Hill Lumber Company where there is because of the business operated by them, quite a bit of noise. The lot described in Exhibit No. 3 is a vacant lot on a much higher piece of ground and has 100 feet frontage on the road and extends back about 500 feet. The closest building to it is about 200 feet. It is really a much better lot.

Q" What would you value the two different lots without any improvements on them?

A: The lot which now has a house on it is worth, in my opinion, without a house on it, about $500.00 and the second lot,which was last deeded to my great nephew, Morris, is worth about $800.00.

Q: Please state whether or not you think it would be to the interest, benefit and advantage of Morris Leon Massey to exchange these two lots?

A: Yes.

Q: Is there anything else you desire to add to this testimony?

A: Yes. When my husband was living we discussed it and we decided that we wanted to leave to Leon's children, Morris andSally, both of whom were infants, each a lot of land so that they would have a place on which to build a home after they became of age, if they wanted to. So we deeded them each a lot. After my husband died, my aunt, Mrs. Allen, who at that time lived in California, became ill and wanted to move in near here where I lived. She was at that ime in a wheel chair and needed constant care. I was working and unable to take care of her and I had been under a great strain due to my husband's death and his last illness. So after she arrived here, I discussed this matter with Leon and we decided that it would be better to build my aunt's house on the lot that Morris owned, since it closer to my house so that I could run over there, it being just next door, and that I would give Morris another lot which would be better and more valuable. Then afterwards these deeds which are exhibits 2 and 3 were made. The house was built on the first lot upon the belief anot only of myself and my aunt, but also of Leon's and his son, Morris', that the property was mine and my aunt's. They recognize that the improvements are mine today. It just appears that a mistake was made, I guess. Besides Butch, or Morris, (every one calls him Butch) is married now and the house would not be big enough for him and his wife if they should have a family since it is really built for one person.

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

B. Hackett Turner, Examiner ---------- $10.00

Betty M. Comegys, Stenographer---------- 10.00

And I do further certify that said testimony was commenced at 2:30 o'clock o.m. and was completed at 3:30 o'clock p.m., or a period of one hour.

B. HACKETT TURNER
Examiner

DECREE
Filed Dec. 26, 1967

ERNEST LEON MASSEY, next friend etc., et al.,

vs.

MORRIS LEON MASSEY

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 4923

DECREE

The proceedings having been read and considered, and it being to the benefit and advantage of Morris Leon Massey, infant, to exchange the real estate which is the subject of this suit,

It is this 26th day of December, 1967, ORDERED, ADJUDGED AND DECREED by the Circuit Court for Queen Anne's County, in Equity, that the real

estated owned by Morris Leon Massey, infant, which is more particularly described in a deed recorded among the land records of Queen Anne's County, Maryland, in Liber T.S. P. No. 56, folio 578, be exchanged with Dorothy P. Massey, widow, for the real estate described in a certain deed recorded among the land records of Queen Anne*s County aforesaid in Liber C.W.C. No. 2, folio 248, and

It is FURTHER ORDERED that Ernest Leon Massey, natural guardian of Morris Leon Massey, infant, is hereby appointed Trustee to convey said real estate in exchange to Dorothy P. Massey, and

It is FURTHER ORDERED that the Plaintiff pay the costs of these proceedings.

GEORGE B. RASIN, JR.
JUDGE

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-eighth day of November in the year nineteenhhundred and sixty-seven, the following BILL TO QUIET TITLE was brought to be recorded, to wit:-

WILLIAM RUFOLPH LANE
Box 94
Hartley, Delaware
Plaintiff

vs.

PERRY FRISBY, WILLIAM H. HACKETT, JOSEPH FRISBY, MRS. WILLIAM T. FRISBY and their unknown heirs, executors and administrators 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 estate mentioned in these proceedings
Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4919

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of William Rudolph Lane by J. Thomas Clark, his attorney, respectfully represents:

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 prior to February 22, 1908, William H. Hackett, William Frisby and Joseph Frisby each did enter into separate agreements to sell the Perry Frisby Property situate in the First Election District of Queen Anne's County, Maryland, to one James Potts, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No.2, folios 298 and 299, certified copies of which agreements are filed herewith and made a part hereof and marked Complainant's Exhibit A.

3. That it cannot be ascertained upon the land records of Queen Anne's County how the said Perry Frisby obtained title to said real estate.

4. That thereafter William T. Frisby (marital status unknown by deed dated February 22, 1908, did convey to James Potts, in fee simple, a tract of land known as the Perry Frisby lot, situate, lying and being in the First Election District of Queen Anne's County, Maryland, containing ten acres, one rood and thirty perches of land, more or less, with attached survey, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No. 2, folio 297, a certified copy of which deed and survey is filed herewith and made a part hereof and marked Complainant's Exhibit B.

5. That thereafter on the 23rd day of July, 1935, the said James H. Potts and Martha L. Potts, his wife, did by deed convey unto John Robert Alexander and Doris Helene Smith, in fee simple, the aforesaid tenacre tract as well as other lands, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 322, a certified copy of which deed is filed herewith and made a part hereof and marked Complainant's Exhibit C.

6. That thereafter on the 11th day of October, 1946, the said John Robert Alexander and Doris Helena Smith Alexander, his wife, did convey unto William Rudolph Lane, in fee simple, the aforesaid ten acre tract as welll as other lands, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 323, a certified copy of which deed is filed herewith and made a part hereof and marked Complainant's Exhibit D.

7. That the Plaintiff did no the 11th day of October, 1946, enter upon said lands and occupy the same as owner thereof openly, notoriously, continously, adversely and hostile to anyone who might claim interest in the same whether the same be legal or equitable, that is to say, against the said Perry Frisby, the said William H. Hackett and the said Joseph Frisby, their respective spouses, heirs and assigns and anyone else who might claim an interest in said land, and that no other person has ever claimed and interest in said land during said time that the Plaintiff has occupied said lands.

8. That on the 26th day of July, 1967, the Plaintiff, who still occupies the aforesaid real estate, did enter into a contract of sale for the same with James E. Richardson and Violet Arlene Richardson, his wife, and said Vendees have refused to accept title to said real estate until said title is cleared by order of this Honorable Court decreeing that title to the same whall be vested in your Plaintiff unencumbered by claims of others.

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:

(1) That the Plaintiff 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 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 of action and claim to said property by any action either at law or in equity or otherwise.

(3) That your Plaintiff may have such other and further releif as his case may require.

And as in duty bound, etc.

J. THOMAS CLARK
J. Thomas Clark
118 North Commerce Street
Centreville, Maryland
Phone: 758-1392
Attorney for Plaintiff

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

I HEREBY CERTIFY, that on this 27th day of November, 1967, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared J. Thomas Clark, Agent for William Rudolph Lane, 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.

BETTY M. COMEGYS
Notary Public

Notary
Public
Seal

AGREEMENTS
Filed Nov. 28, 1967

AGREEMENT

I, William H. Hackett, do hereby agree to sell and assign all my right, title and interest in and to the property lying and being in the first election district of Queen Anne's County, formerly belonging to my farther, the late Perry Frisby, unto James Potts, for the sum of Fifty Dollars, cash, paid at the signing of these presents.

Witness my hand and seal.

Test: J. Cacy. WILLIAM H. HACKETT. (SEAL)

AGREEMENT

I, William Frisby, do hereby agree to sell and assign all my right title and interest in and to the property lying and being in the First Election District of Queen Anne's County, formerly belonging to my farther, the lat Perry Frisby, unto James Potts, for the sum of Fifty Dollars, cash, paid at the signing of these presents.

Witness my hand and seal.

Test: John C. Turner. W. T. Frisby. (SEAL)
10 mo. 30".06.

AGREEMENT

I, Joseph Frisby, do hereby agree to sell and assign all my right, title and interest in and to the property lying and being in the first election district of Queen Anne's County, formerly belonging to my farther, the late Perry Frisby, unto James Potts, for the sum of Fifty Dollars, twenty five dollars to be paid at the signing of these presents and twenty five dollars eighteen months thereafter.

Witness my hand and seal.

Test: Doane H. Hage. JOSEPH FRISBY. (SEAL)
Bala, Pa.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber W.F.W. No. 2, folio 297, 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 28th day of November in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

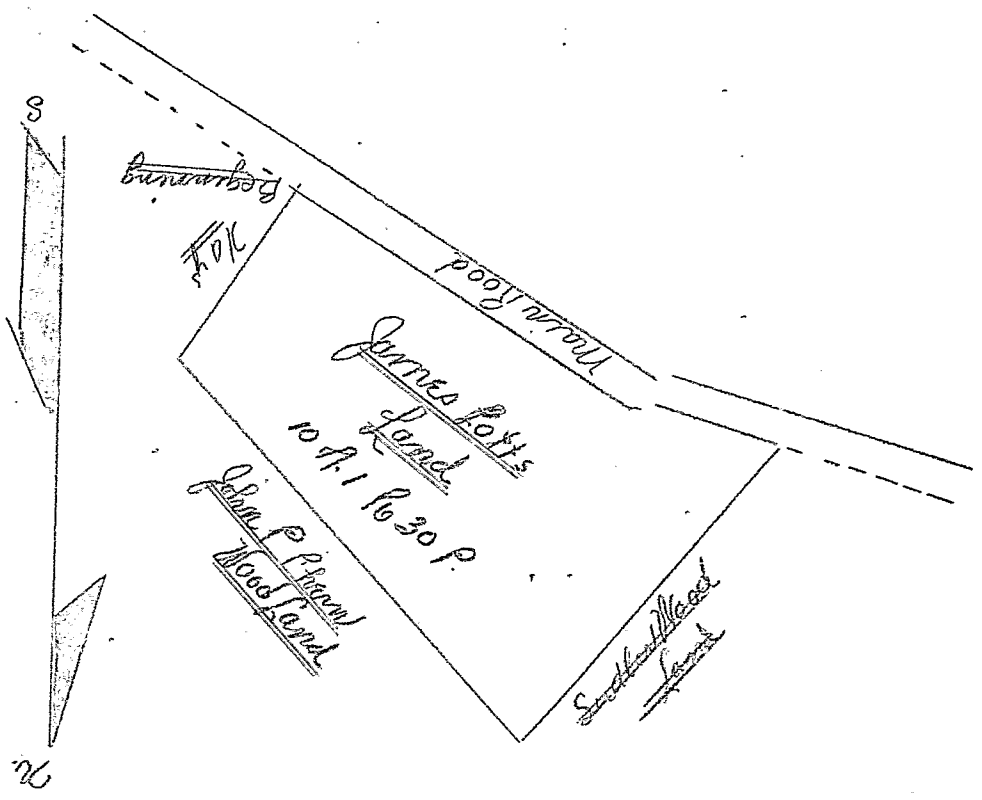
COMPLAINANT'S EXHIBIT "B"
Filed Nov. 28, 1967

#3356. Q U E E N A N N E " S C O U N T Y, to wit: be it remembered that on the twenty ninth day of November, in the year nineteen hundred and twelve, the following DEED, PLOT and AGREEMENTS were brought to be recorded, to wit:-

T H I S D E E D, made this 22" day of February, one thousand

nine hundred and eight by and between William H. Hackett of Chester, State of Pa. and William T. Frisby, of Queen Anne's County and State of Maryland of the one part and James Potts of Queen Anne's County and State of Maryland of the other part.

WITNESSETH, that in consideration of the sum of one hundred and fifty dollars, paid in hand before the signing of these presents, the receipt whereof we do hereby acknowledge, we, the said William H. Hackett and William T. Frisby do grant and convey unto the said James Potts, his heirs and assigns in fee simple, all our right, title and interest in and to all that tract or parcel of land (known as the Perry Frisby Lot) situate lying, and being Queen Anne's County aforesaid, and described as follows, that is to say: Beginning for the same at a stone on northeast side of the main road from Millington to Trimble corner and where it joins the land now owned by Wesley Hays and running first with said Hays land north thirty three and one quarter degrees east 22.68 per. thence north forty three and one quarter west 53.28 per., thence south thirty eight and three quarter degrees west 41.44 per. to main road, thence south seventy two and one half degrees east 12. per., thence south sixty and one half degrees east 44.36 per. to the place of beginning, containing ten acres, one rood and thirty perches of land, more or less, as by reference to survey and plot made sixth day of November, 1906 and attached to this deed.



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 anywise appertaining.

To HAVE and To HOLD the above granted property 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 Potts, his heirs and assigns forever in fee simple.

AND the said William H. Hackett and William T. Frisby do 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 hand and seal of the said grantors.

Test: as to mark of William T. Frisby
Geo. C. Townsend.

WILLIAM his x mark T. FRISBY. (SEAL)

STATE OF MARYLAND,

KENT COUNTY, to wit:

I hereby certify, that on this twenty second day of February in the year one thousand nine hundred and eight, before me, the subscriber, a ..... of the State of Maryland, in and for.....Countyaforesaid, personally appeared William T. Frisby and acknowledged the foregoing Deed to be his act.

GEO. C. TOWNSEND, J.P.

Geo. C. Townsend, J.P.

STATE OF MARYLAND,

COUNTY OF KENT, ss:-

I, James T. Dixon, Clerk of the Circuit Court of the County and State aforesaid, do herenby certify that it appears of record in my office, duly qualified to act as such, and that his present term of office commenced on the 8th. day of May, in the year 1906, and will expire on the first Monday of May in the year 1908, and that his signature above written is genuine.

Circuit Court Seal

Given under my hand and the Seal of the said Circuit Court at Chestertown, on this 18th. day of November, in the year of our Lord 1907.

JAMES T. DIXON.
Clerk Circuit Courttfor Kent County, Md.

COMPLAINANT EXHIBIT C
Filed Nov. 28, 1967

::
#24,823. 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 the Fifteenth day of October, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:

One-Five Cent and One-Fifty Cent
Int. Rev. Stamps. Endorsed J P S

One-Ten Cent and One-Twenty Cent
Recordation Tax Stamps. Endorsed
J P S 10-15-46

THIS DEED, made this twenty-third day of July, in the year nineteen hundred and thirty-five, by James H. Potts and Martha L. Potts, his wife, of Queen Anne's County, State of Maryland:

WITNESSETH THAT, in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is herebyaacknowledged, the said James H. Potts and Martha L. Potts, his wife, do hereby grant and convey unto John Robert Alexander and Doris Helene Smith, their heirs and assigns, absolutely and in fee simple, the following described real estate, to wit:-

ALL that lot, tract, tracts and parcels of land situate in the First Election District of Queen Anne's County, State of Maryland, on the road from Peter's C Corner to Millington, adjoining the lands of Spencer Walls on the one side, and the lands of Sallie Hays and John P. Ahern on the other sides, containing TWENTY-FIVE ACRES of land, more or less, said land being the land of which the same James H. Potts is now in possession and where he ;now lives, and being known as part of the Perry Frisby Land.

TOGETHER with the buildings and improvements thereon erected and being, and all and singular the rights, roads, ways, privileges and advantages thereto belonging or in anywise appertaining.

AND the said James H. .Potts does hereby covenant that he will warrant specially and generally the above described property and that he will execute such further assurances to said land as may be requisite or necessary.

His
JAMES X H. POTTS (SEAL)
James H. Potts
mark

TEST:-

GEORGE T. HOBBY
George T. Hobby

his
MARTHA X L. POTTS (SEAL)
Martha L. Potts
mark

Witness to mark of
James H. & Martha L. Potts:-
JOHN PALMER SMITH

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

I HEREBY CERTIFY, that on this 23rd day of July, in the year nineteen hundred and thirty-five, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared James H. Potts and Martha L. Potts, his wife, the Grantors above named, and did each acknowledge the aforegoing DEED to be their respective act.

Witness my hand and Notarial Seal.

GEORGE T. HOBBY
George T. Hobby
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. 15, folio 322, a Land Record Book for Queen Anne's County.

Circuit
Court
Seal

IN TESTIMONYFWHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne;s County, this 28th day of November in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

COMPLAINANT'S EXHIBIT D
Filed Nov. 28, 1967

::
#24,824. 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 the Fifteenth day of October, in the year nineteen hundred and forty-six, the following Deed was brought to be recorded, to wit:-

One-Five Cent and One-Fifty Cent
Int. Rev. Stamps. Endorsed J P S

One-Fifty Cent Recordation Tax
Stamp. Endorsed J P S

T H I S D E E D, made this eleventh day of October, in the year nineteen hundred and forty-six, by John Robert Alexander and Doris Helena Smith Alexander, his wife, of New Castle County, State of Delaware.

WITNESSETH: That, in consideration of the sum of Ten Dollars and other good and valuable considerations, the recript whereof, is hereby acknowledged, the said John Robert Alexander and Doris Helena Smith Alexander, his wife, do hereby grant and convey unto William Rudolph Lane, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, tract, tracts and parcels of land situate in the First and/or Seventh Election District of Queen Anne's County, State of Maryland, on the road from Peter's Corner to Millington, adjoining the lands of Spencer Walls on the one side, and the lands of Sallie Hays and John P. Ahern and others on the other sides, containing Twenty-five Acres of land, more or less, said lands being the lands of which James J. Potts was in possession and where he formerly lived and owned, and being known as part of the Perry Frisby land, and which properties are more particularly described as follows: Parcel No. 1. All that tract ro parcel of land (known as "The Perry Frisby Lot), beginning for the same at a stone on north side of the main road from Millington to Trimble Corner and where it adjoins the land of or formerly of Wesley Hay, and running first with said Hays land

North 33¼ deg. east, 22.68 perches; thence
North 43¼ deg. west, 53.28 perches; thence
South 38-3/4 deg. west, 41.44 perches to main road; thence
South 72½ deg. east, 12 perches; thence
South 6½ deg. east, 44.36 perches to place of beginning,

containing Ten (10) Acres and One Rood and Thirty Perches of land, more or less, as by reference to survey and plat made November 6th, 1906, and recorded in Liber W. F.W. #2, fol. 297; and Parcel No. 2 - All that lot, tract and parcel of woodland On the south side of the road leading from Peter's Corner to Millington, almost opposite "Holden's Church" and lying about one-quarter of a mile west of Parcel No. 1 above described, the tract hereby ;described and covneyed being bounded on the western side by the Leager landss on the south or reat by the farm now tenanted by Har-Boyles and on the east by the lands of others, the tract hereby covneyed containing Sixteen Acres of land, more or less, and being a part of what was known as "Bennett's Hazard". "The James Potts Lands".

Title References: Deed to John Robert Alexander and Doris Helena Smith, (now the wife of John Robert Alexander) dated July 23rd, 1935, from James H. Potts and Martha L. Potts, his wife, and recorded in Liber A.S.G. Jr., No. ___, folio____

Deed to James Potts From William Frisby, dated Feb. 22nd, 1908, recorded in Liber W.F.W. @3, folio 297;

Will of Rosy Potts to James H. Potts, dated March 28, 1905, Will Book R.W.T. #1, folio 44.

Deed-Wm. Potts, et al., to James Potts, Dated Jan. 19, 1865, S.E.D. #1, folio 445.

Deed-Rene H. & Hannah Smith to James Potts, S.E.D. #10, folio 63; see also Liber S.E.D. #10, folio 110.

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

TO HAVE AND TO HOLD the above granted property unto the said William Rudolph Lane, his heirs and assigns, in fee simple, forever.

AND the said John Robert Alexander and Doris Helena Smith Alexander, nee Doris Helena Smith, 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; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said lands as may be requisite.

AS WITNESS the hands and seals of the Grantors.

JOHN ROBERT ALEXANDER (SEAL)
John Robert Alexander

DORIS HELENE SMITH ALEXANDER (SEAL)
Doris Helena Smith Alexander, nee

DORIS HELNE SMITH (SEAL)
Doris Helena Smith

TEST AS TO BOTH GRANTORS:

J. HENDERSON SMITH
J. Henderson Smith

STATE OF DELAWARE,

COUNTY OF NEW CASTLE, TO WIT:

I HEREBY CERTIFY, that on this Eleventh day of October, nineteen hundred and forty-six, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Robert Alexander and Doris Helena

Smith Alexander, his wife, nee Doris Helena Smith, the Grantors above named, and each acknowledged the aforegoing DEED to be their respective act.

Witness my ;hand and notarial seal.

J. HENDERSON SMITH
J. Henderson Smith.
Notary Public.

C My commission expires: June 5th, 1959

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. 15, folio 323, 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 28th day of November in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL
Clerk

ORDER OF PUBLICATION
Filed Nov. 28, 1967

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 4919

WILLIAM RUDOLPH LANE
Box 94
Hartley, Delaware
Plaintiff

vs.

PERRY FRISBY, WILLIAM H. HACKETT, JOSEPH FRISBY, MRS. WILLIAM T. FRISBY, and their unknown heirs, executors and administrators 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 encumberance on the real estate mentioned in these proceedings
Defendants

****

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the plaintiff be made the absolute owner of the land herein referred to 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 proceeding is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That prior to February 22, 1908, William H. Hackett, William Frisby and Joseph Frisby each did enter in to separate agreements to sell the Perry Frisby property situate in the First Election District of Queen Anne's County, Maryland, to one James Potts, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W No. 2, folios 298 and 299.

That it cannot be ascertained upon the land records or will records of Queen Anne's County how the said Perry Firsby obtained title of said real estate.

That thereafter William T. Frisby (marital status unknown) by deed dated February 22, 1908, did convey to James Potts, in fee simple, a tract of land known as the Perry Frisby lot, situate, lying and being in the First Election District of Queen Anne's County, Maryland, containing ten acres, one rood and thirty perches of land, more or less, with attached survey, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No. 2, folio 297.

That thereafter on the 23rd day of July 1935, the said James H. Potts and Martha L. Potts, his wife, did by deed convey unto John Robert Alexander and Doris Helene Smith, in fee simple, the aforesaid ten acre tract as well as other lands, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 322.

That thereafter on the 11th day of October, 1946, the said John Robert Alexander and Doris Helena Smith Alexander, his wife, did convey unto William Rudolph Lane, in fee simple, the aforesaid ten acre tract as will as other lands, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 323.

That the plaintiff did on the 11th day of October, 1946, enter upOn said lands and occupy the same as owner thereof openly, notoriously, continuously, ad-

versely and hostile to anyone who might claim interest in the same whether the same be legal or equitable, that is to say, against the said Perry Frisby, the said William H. Hackett and the said Joseph Frisby, their respective spouses, heirs and assigns and anhone who might claim an interest in said land, and that no other person has ever claimed any interest in said land during said timethat the plaintiff has occupied lands.

That on the 26th day of July, 1967, the plaintiff, who still occupies the aforesaid real estate, did enter into a contract of sale for the same with James E. Richardson and Violet Arlene Richardson, his wife, and said Vendees have refused to accept title to said real estate until said title is cleared by order of this Honorable Court decreeing that title to the same shall be vested in your plaintiff 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 theCircuit Court for Queen Anne's County this 28th day of November, 1967, that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in QueenAnne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 28th day of December, 1967, shall give notice to the defendants, addresses unknown, of the substance and object to the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or berore the 29th day of January, 1968, 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

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION
Filed Feb. 2, 1968

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY IN
EQUITY NO. 4919

WILLIAM RUDOLPH LANE
Box 94
Hartley, Delaware
Plaintiff

vs.

PERRY FRISBY, WILLIAM H. HACKETT, JOSEPH FRISBY, MRS. WILLIAM T?:FRISBY, and their unknown heirs, executors and administrators 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 these proceedings.

Defendants

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the plaintiff be made the absolute owner of the land herein referred to 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 proceeding is filed under the provisions of the 1957 Annotated Code of Public General Laws of Maryland, Article 16, Section 128.

That prior to February 22, 1908, WilliamH. Hackett, William Frisby and Joseph Frisby each did enter into separate agreements to sell the Perry Frisby property situate in the First Election District of Queen Anne's County, Maryland, to one James Potts, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No. 2, folios 298 and 299.

That it cannot be ascertained upon the land records wor will records of Queen Anne;s County how the said Perry Frisby obtained title to said real estate.

That thereafter William T. Frisby (marital status unknown) by deed dated February 22, 1908, did convey to James Potts,in fee simple, a tract of land known as the Perry Frisby lot, situate, lying and being in the First Election District of Queen Anne's County, Maryland, containing ten acres, one rood and thirty perches of land moreor less, with attached survey, and being recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No. 2, folio 297.

That thereafter on the 23rd day of July, 1935, the said James H. Potts and Martha L. Potts, his wife did by deed convey unto John Robert Alexander and Doris Helene Smith, in fee simple, the aforesaid ten acre tract as well as other lands, said deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 322.

That thereafter on the 11th day of October, 1946, the said John Robert Alexander and Doris Helene Smith Alexander, his wife, did convey unto William Rudolph Lane, in fee simple, the aforesaid ten acre tract as well as other lands, said

deed being recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G.Jr. No. 15, folio 323.

That the plaintiff did on the 11th day of October, 1946, enter upon said lands and occupy the same as owner thereof opently,notoriously, continouly, adversely and hostile to anhone who might claim interest in the same whether the same be legal or equitable, that is to say, against the said Perry Frisby, the said William H. Hackett and the said Joseph Frisby, their respective spouses, heirs and assigns and anyone else who might claim an interest in said land, and that no other person has ever claimed any interest in said land during said time that the plaintiff has occupied said lands.

That on the 26th day of July, 1967, the plaintiff, who still occupies the aforesaid real estate, did enter into a contract of sale for the same with James E. Richardson and Violet Arlene Richardson, his wife, and said Vendees have refused to accept title to said real estate until said title is cleared by order of this Honorable Court decreeing that title to the same shall be vested in your plaintiff 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 28th day of November, 1967, 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 berore the 28thday of December, 1967, shall givenotice to the defendants, 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 29th day of January, 1968, 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

True Copy
Test: Charles W. Cecil
Clerk

Filed Nov. 28, 1967

THE BAY TIMES

P. O. Box 44, Queenstown, Md. February 1, 1968

THE BAY TIMES, a body corporate, does hereby certify that the Order of Publication in the case/estate of William Rudolph Lane vs. William H. Kackett, Perry Frisby, Joseph Frisby, Mrs. William T. Frisby 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 four successive weeks before the 22nd day of February, 1968, and the the first insertion of said advertisement in said BAY TIMES was on the 29th day of November, 1967 and the last insertio n on the 21 day of December, 1967.

THE BAY TIMES
By M. ROSENDALE

Filed Feb. 2, 1968

PETITION FOR DECREE PRO CONFESSO
Filed Feb. 2, 1968

WILLIAM RUDOLPH LANE

vs.

PERRY FRISBY, et al.,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY no. 4919

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William Rudolph Lane, Plaintiff, by J. Thomas Clark, his attorney, respectfully represents:

1. That the Defendants, Perry Frisby, William H. Hackett, Joseph Frisby, Mrs. William T. Frisby, and their unknown heirs, executors and administrators 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 served, summons to appear, answer and defend in this cause, as evidenced by the Order of Publication of the same by the Bay Times, all of which are filed 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 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 Petitioner is advised and therefore alleges that he has a right to secure a decree pro confesso against the Defeenants, and that the papers be submitted to one of the examiners of this Court, so that your Petitioner may offer testimony in suppoet 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 Perry Frisby, William H. Hackett, Joseph Frisby, Mrs. William T. Frisby, and their unknown heirs, executors and administrators and all other persons, their heirs, executors and administrators who could claim amy 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 Petitioner may take testimony in support of the allegations of the Bill of Complaint.

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

And as in duty bound, etc.

J THOMAS CLARK
Solicitor for Plaintiff

ORDER OF COURT

The aforegoing Petition having been read and considered, and it appearing that the Defendants, Perry Frisby, William H. Kackett, Joseph Frisby, Mrs. William T. Frisby, and their unknown heirs, executors and administrators and all other person, 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 encum= brance 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 5th day of February , 1968, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Plaintiff is entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken PRO CONFESSO against the De= fendants, Perry Frisby, William H. Hackett, Joseph Frisby, Mrs. William Tl Frisby, and their unknown heirs, executors and administrators 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; 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 Plaintiff to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint against those Defendants who this Decree Pro confesso is granted.

THOS J KEATING JR
JUDGE

TESTIMONY
Filed Feb. 26, 1968

WILLIAM RUDOLPH LANE — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

PERRY FRISBY, et al., — IN EQUITY No. 4919

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, Maryland, did, at the request of J. Thomas Clark, Soli- citor for the Complainant, on Thursday, February 15, 1968, at 10:00 o'clock a.m., at the law office of J. Thomas Clark, 118 North Commerce Street, Centreville, Maryland, after swearing the witnesses and the stenographer, proceed to take the testimony of the respective witnesses. I hereby further certify that the examination was properly conducted, there being no unusual or irregular circumstances in the taking of said testimony.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
Examiner

The first witness, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: William R. Lane., farming is my main occupation, age 74, my residence is Hartly, Delaware.

Q: Is there any pending or prior ligitation between you and the other party or parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Mr. Lane, are you the owner of a tract of land containing ten acres, mor or less, situate in the First Election District of Queen Anne's County on the road from Peter's Corner to Millington known as the Perry Frisby lot and which is described as Parcel No. 1 in a deed from John Rpbert Alexander and Doris Helena Smith Alex- ander to you dated October 11, 1946 and recorded among the land records of Queen Anne's County in Liber A.S.G.Jr. No. 15, folio 323?

A: Yes.

Q: I show you this deed and ask you if this is a certified copy of the deed which I have just referred to?

A: Yes, it is.

Mr. Clark: Offerred into evidence is this Certified copy of deed and I ask that it be marked Examiner's Exhibit No. 1 to this testimony.

Q: Mr. Lane, will you state whether or not you entered into possession of this land on October 11, 1946?

A: Yes, I did.

Q: Have you occupied it since that time?

A: Yes.

Q: And you have occupied the same as owner thereof openly, notoriously, continuously, adversely and hostile to anyone who might claim an interest in the same whether it be legal or equitable?

A: Yes, that's right/ Since the time that I received my deed for the property in October, 1946, I occupied it myself by tilling the same, it being an open tract of land, on which I grew crops up until about two years ago when I put it in the soil bank.

Q: Has there beenaanyone claim an interest in this property since you have owned it?

A: No.

Q: Mr. Lane, are the boundaries to this land well marked?

A: Yes. It is an open tract of land and I have tilled every inch of it.

Q: Mr. Lane, will you state whether or not you entered into a contract of sale for this property with James E. Richardson and Violet Arlene Richardson, his wife, on July 26, 1967, for the sale of the property in the sum of $4,000.00 of which $400.00 has been paid down?

A: Yes, that's right.

Q: Will you state whether or not the Richardsons have refused to accept title to the said real estate until the cloud upon the title is removed by decree of the Circuit Court for Queen Anne's County?

A: Yes.

Q: I show you this contract and ask you to identify it.

A: This is a contract of sale in which Mr. and Mrs. Richardson are buying the property from me.

Mr. Clark: Offerred into evidence is this Contract of Sale and I ask that it be marked Examiner's Exhibit No. 2 to this testimony.

Q: During the time that you have occupied this real estate, would you please state factors that show your exercise of absolute ownership of the same?

A: During this time I have tilled all this property and the last two years have had it in the soil bank and received government checks. I have also paid State and County taxes on it ever since I have owned it. When I first purchased this land, there was an old building on it and I dressed poultry there in addition to tilling the land. This was for about five years. Since I have owned this land, I have bulldozed it and by methods of conservation have built it up.

The second witness, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Frank Embert, I have no middle name, age 71, farmer, Sudlersville, Maryland.

Q: Are you familiar with the tract of land that is owned by Mr. Lane and described here in Examiner's Exhibit No. 1?

A: Yes.

Q: How long have you known it?

A: Ever since a person by the name of James Potts owned it sometime during the 1920's. Well, in fact, I have known this property all my life since I have lived around it.

Q: At the time that Mr. Potts owned it, to your knowledge, did he own and occupy this land as owner thereof, openly, notoriously, adversely and hostile to anyone wh might claim an interest in the same whether it be legal or equitable?

A: Yes, Mr. Potts not only tilled this land but he also lived there with his wife.

Q: Can you tell me anything else about the history to the title of this real estate?

A: I know that around 1935 Mr. Potts sold this land to John Robert Alexander and his wife.

Q: When Mr. Alexander became the owner of the land, what did he do with it?

A; After Mr. Alexander got title to the land he took possession of it. At the time, since I knew Mr. Alexander and his wife well, I know that they lived at Wilmington, Delaware, and I know that he bought the land with intentions of building but they the never materialized. I know that he paid taxes on it during the time he owned it and he claimed ownership of it against everyone and then in 1946 he sold it to Mr. Lane.

Q: I ask you if Mr. James Potts was the same as James H. Potts?

A: I don't know about the middle name.

Q: Do you know whether his wife's name was Martha L. Potts?

A: At the time of the deed to Mr. Alexander, I believe he was married to his second wife whose name, I think, was Martha.

Q: Have you ever heard anyone claim ownership during the time you have known it except Mr. Potts, when he owned it, or Mr. Alexander, when he owned it, or Mr. Lane, since he has owned it?

A: Not to my recollection or knowledge, no one ever claimed it.

Q: Is there anything else you would like to add, Mr. Embert?

A: Well, I have lived in this vicinity all my life. There is only one piece of property which separates my property from Lr. Lane's property and my nephew's property is the property which adjoins Mr. Lane's. I have personal knowledge of the facts that I have testified to.

The third witness, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: J. Thomas Clark, 52, Centreville, Maryland, attorney.

Q: Have you done any title search upon this property in question in this suit?

A: Yes, I was employed by the purchasers to do a title search upon this property and I completed the same from the land records of QueenAnne's County, Maryland.

Q: What did you title search reveal?

A: It revealed that according to the land records that before February 22, 1908, William H. Hackett, William Frisby and Joseph Frisby each entered into separate agreements to sell the Perry Frisby property in the First Election District of Queen Anne's County, Maryland, to one James Potts and that the copies of the agreements were recorded among the land records of Queen Anne's County in Liber W.F. W. No. 2, folio 298 and 299.

That thereafter on February 22, 1908, William T. Frisby, whose marital status is unknown, did convey to James Potts, in fee simple, the Perry Frisby lot situate in the First Election District of Queen Anne's County, Maryland, containing ten acres, one rood and 30 perches of land, by deed which is recorded among the land records of Queen Ann's County aforesaid in Liber W.F.W. No. 2, folio 297.

I offer into evidence the aforegoing Deed and Agreements and ask that they be marked Examiner's Exhibit No. 3 to this testimony.

That thereafter on the 23rd day of July, 1935, the said James H. Potts and Martha L. Potts, his wife, did by deed convey the property to John Robert Alexander and Doris Helene Smith, along with other lands, the deed being recorded among the land records of Queen Anne's County in LiberA.S.G.Jr. No. 15, folio 322.

I offer into evidence the aforegoing Deed and ask that it be marked Examiner's Exhibit No. 4 to this testimony.

That thereafter on October 11, 1946, the said John Robert Alexander and Doris Helene Smith Alexander, his wife, conveyed said property along with other lands, unto William Rudolph Lane, the deed being recorded among the land records of Queen Anne's County in LiberA.S.G.Jr. No. 15, folio 323. A Certified copy of which deed has previously been offered into evidence as Examiner's Exhibit No. 1.

The land records do not show any where any conveyance of the interest of William H. Hackett or Joseph Frisby, except the agreements which are part of Examiner's Exhibit No. 3. I was further unable to determine from the land records how Perry Frisby obtained the real estate which is the subject of this suit and there are no other deeds of record upon the land records of Queen Anne's County concerning this property which this witness has been able to locate other than those produced at this hearing.

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

B. HACKETT TURNER, JR._____---- $10.00

Betty M. Comegys, Stenographer---$20.00

And I hereby further certify, that said testimony was begun at 10:00 a.m. and ended at 10:45 o'clock a.m., or a period of forty-five minutes.

H. KACKETT TURNER
Examiner

EXAMINER'S EXHIBIT #2
Filed Feb 26, 1968

THIS AGREEMENT, Made this 26th day of July nineteen hundred and sixty seven between WILLIAM R. LANE, BOX 94, HARTLY, DELAWARE Single Man, Divorced 1943 State of Delaware of the first part JAMES E. RICHARDSON and VIOLET ARLENE RICHARDSON, REED STREET, CLAYTON DELAWARE of the second part

Witnesseth, that the said party 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 and lying in the First District of Queen Anne's County, Maryland, being all that Lot or Tract of land adjoining the lands of Alan S. Walls and Ralph Walls, the lands of Willard Jackson and bordering the Peter's Corner Road, being all of the land known as Parcel #1 and as the Perry Frisby Lot and containing ten (10) acres one rood and thirty perches of land, more or less, and shown in survey plat made November 6, 1906 and Recorded in Liber W.F.W. #2, Folio 297, a Land Record Book for Queen Anne's County,Maryland. Further reference being #1 parcel, purchased by the Seller and recorded in A.S.G. #15, Folio 323A. ~~Further reference being #1 parcel, purchased by the Seller and recorded in.~~ It is understooc that Parcel #2 in the deed of William R. Lane containing 16 acres of woodland, more or less, is not included in this sale. Together with all improvements, wood, timber now thereon. It is agreed that the land hereby being sold is under contract to the United States Govennment and all rent for same for calendar year 1967 shall remain in the property of the Seller. Upon termination of the contract between the Seller and the United States Government in the year 1967 the purchaser shall have the right to come upon the land for the purpose of planting fall crops to be harvested in 1968.

And for the price of ***FOUR THOUSAND DOLLARS and .00/1.00 *** Dollars of which *** FOUR HUNDRED DOLLARS and .00/1.00 ** Dollars have been paid prior to the signing hereof and the balance is to be paid as follows: $3,600.00 to be paid in cash or by certified check on or before the 28th day of September 1967 at the office of Herbert A. Willis, Sudlersville, Maryland, between the hours of 9:00 and 3:00 P.M. E.D.S.T.

This sale brought about by Herbert A. Willis, Sudlersville, Maryland. The selling commission to be paid by the Seller according to listing agreement.

And upon payment as abobe 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. The Seller warrants property to be free and clear of all incumbrances. Taxes, pro-rated at final settlement. to be paid aor ellowed for by the Vendor to , nineteen hundred and

Time is the essence of this contract

Witness our hands and seals

TEST:

JOYCE S. HURLEY

H WILLIS

WILLIAM R. LANE (SEAL)
WILLIAM R. LANE

JAMES E. RICHARDSON (SEAL)
Janes E. Richardson

VIOLET A. RICHARDSON (SEAL)
Violet A. Richardson

MILITARY AFFIDAVIT
Filed March 7, 1968

WILLIAM RUDOLPH LANE

VS.

PERRY FRISBY, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY
IN EQUITY No. 4919

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 6th day of March, 1968, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared William Rudolph Lane, the Plaintiff in the above entitled cause, and he made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts, that the Defendant, Perry Frisby, William H. Hackett, Joseph Frisby and Mrs. William T. Frisby so far as he has been able to ascertain are not now in the military service of the United States and have not been in such service within three months prior to November 28, 1967, and so far as he has been able to ascertain are 11 deceased.

WITNESSETH my hand and Notarial Seal.

BETTY M. COMEGYS
Notary Public

Notary
Public

DECREE
Filed March 7, 1968

WILLIAM RUDOLPH LAND

vs.

PERRY FRISBY, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY No. 4919

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 7th day of March, 1968, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED THAT:

(1) That William Rudolph Lane has absolute ownership and the perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings as against Perry Frisby, William H. Hackett, Joseph Frisby, Mrs. William T. Frisby, and their unknown heirs, executors and administrators 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, towit:

ALL that lot, tract, tracts and parcels of land situate in the First and/or Seventh Election District of Queen Anne's County, State of Maryland, on the road from Peter's Corner to Millington, adjoining the land of Spencer Walls on the one side, and the lands of Sallie Hays and John P. Ahern and others on the other sides, containing Ten Acres of land, more or less, said lands being the lands of which James H. Potts was in possession and where he formerly lived and owned, and being known as part of the Perry Frisby land, and which property is more particularly described as follows: All that tract or paecel of land (known as The Perry Frisby Lot), beginning for the same at a stone on north side of the main road from Millington to Trimble Corner and where it adjoins the land of or formerly of Wesley Hay, and running first with said Hays land North 33¼ degrees east, 22.68 perches; thence North 43¼ degrees west, 53.28 perches; thence South 38 3/4 degrees west, 41.44 perches to main road; thence South 72½ degrees east, 12 perches; thence South 6½ degrees east, 44.36 perches to place of beginning, containing Ten (10) Acres and One (1) Rood and Thirty (30) Perches of land, more or less, as by reference to survey and plat made November 6th, 1906, and recorded in Liber W.F.W. No. 2, folio 297.

BEING Parcel No. 1 granted and conveyed unto William Rudolph Lane by John Robert Alexander and Doris Helena Smith Alexander, his wife, by deed dated October 11, 1946, and recorded among ghe land records of Queen Anne's County in Liber A.S.G.Jr. No. 15, folio 323.

(2) That Perry Frisby, William H. Hackett, Joseph Frisby, Mrs. William T. Frisby, and their unknown heirs, executors and administrators 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 claimto hold a lien or encumbrance on the real estate mentioned in these proceedings are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

THOS J KEATING JR.
JUDGE

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Tenth day of November in the year nineteen hundred sixty-six, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

JAMES M. SPENCE, divorced man
RFD#2, Box 205
Easton, Maryland
GEORGE W. MORRIS and
MARY C. MORRIS, his wife
Queen Anne, Maryland
EDWARD A. MORRIS and
ALVERTA MORRIS, his wife
Henderson, Maryland
VIOLET MILLER and
JOHN MILLER, her husband
5119 Wright Avenue
Baltimore, Md. 21205
MILDRED M. MARTIN and
ROBERT MARTIN, her husband
2049 Chichester Avenue
Linwood, Pa.
NORA M. ARGO and
RICHARD ARGO, her husband
Milford, Delaware
GLADYS M. LOFLAND and
JOSEPH LOFLAND, her husband
Marshal Avenue
Milford, Delaware
LOUISE M. JESTER and
CHARLES JESTER, her husband
Shawnie Road
Milford, Delaware
WOODROW SPENCE and
MIRIAM SPENCE, his wife
6117 Blando
Omaha, Nebraska 68104
PAULINE M. BLADES and
HARRY BLADES, her husband
Preston, Maryland
DOROTHY S. MOORE and
CLAUDE MOORE, her husband
P. O. Box 115
Havre de Grace, Md.
Plaintiffs

vs

HELEN M. JOHNSON and
GEORGE W. JOHNSON, her husband
4324 East Eager Street
Baltimore, Md. 21205
HILDA M. ALBRIGHT, and
JOSEPH ALBRIGHT, her husband
2914 E. Madison Street
Baltimore, Md. 21205
WILBURN R. MORRIS and
MARY MORRIS, his wife
1137 Sherwood Avenue
Baltimore, Md. 21212
GEORGE W. MORRIS and
ANN MORRIS, his wife
410 Lenwood Drive
Costa Mesa, California
EARL MORRIS and
PEARL MORRIS, his wife
151 Mitschner Road
Dover, Delaware
OSCAR MONTAGUE and
ELIZABETH MONTAGUE, his wife
40 Onway Place
Garfield Park
New Castle, Delaware
EVELYN OGLE and
GEORGE T. OGLE, her husband
Pine Tree Road
Townsend, Delaware
CYNTHIA QUINBY MORRIS, single woman
1453½ Mansfield
Hollywood, California
LINDA MORRIS, single woman
1453½ Mansfield
Hollywood, California
JAMES GEORGE MORRIS, single man
1453½ Mansfield
Hollywood, California
EDNA M. MOORE and
ROY MOORE, her husband
32 Lawson Avenue
Claymont, Delaware
LILLIAN ANDREWS and
ROLAND ANDREWS, her husband
10 Maple Street
Marcus Hook, Pa.

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: IN EQUITY

: CHANCERY NO.

: BILL OF COMPLAINT

Chy. No. 4818

ELIZABETH M. THOMAS and
CARVEL THOMAS, her husband
620 New York Avenue
Claymont, Delaware
CATHERINE M. MORAN and
CHARLES MORAN, her husband
620 New York Avenue
Claymont, Delaware
WALTER MORRIS and
ALTHEIA MORRIS, his wife
Boulevard Restaurant
Milford, Delaware
NELLIE M. LANKFORD and
ALVIN LANKFORD, her husband
R.D. #2
Vincentown, N. J. 08088
VIOLA BUTLER and
OTLEY BUTLER, her husband
3116 W. 9th Street
Chester, Pa.
MARIE PIEPIORA and
BERNARD PIEPIORA, her husband
6636 Perry Avenue
Upper Darby, Pa.
BERNARD MORRIS and
ELIZABETH MORRIS, his wife
1039 Galbraith Avenue
Boothwyn, Pa. 19062
KENNARD MORRIS and
GWEN MORRIS, his wife
4312 Post Road--Trainer
Chester, Pa.
VIRGINIA LYNCH and
JOHN LYNCH, her husband
414 Pyle Road
Bethel Township
Chadds Ford, Pa.
PHYLLIS MORRIS, single woman
509 Taylor Avenue
Linwood, Pa.
OTIS MORRIS and
HOPE MORRIS, his wife
Centreville, Md.
COOKMAN MORrIS and
EVA MORRIS, his wife
Ridgely, Maryland
JULIA MEREDITH, widow
2624 Wycliffe Rd.
Baltimore, Md. 21234
ELLEN M. GRIFFIN and
JOHN GRIFFIN, her husband
Ridgely, Maryland
RUTH GULRICH and
MATHEW GULRICH, her husband
Henderson, Maryland
E. CARL MORRIS and
LIDA MORRIS, his wife
R.D. #2
Middletown, Delaware
JAMES MORRIS and
HILDA MORRIS, his wife
5 Caldwell Place
Newark, Delaware
ROBERT MORRIS and
JUANITA MORRIS, his wife
700 Augustine Street
Bestfield
Wilmington, Del. 19804
MARGARET M. CRANE and
RALPH CRANE, her husband
54 Propsect Avenue
Newark, Delaware
RUTH M. GARROW and
GEORGE GARROW, her husband
108 Bernice Drive
East Meadows
New York, N. Y.
ESTHER M. PORTERFIELD and
VERNON PORTERFIELD, her husband
11 Reading Lane
Bethpage, L. I., New York
MARGARET SPENCE, single woman
P. O. Box 205
Easton, Maryland
VIRGINIA M. KIMBLES and
WILLIAM KIMBLES, her husband
Centreville, Maryland
LULA MAE MASSEY and
LEON MASSEY, her husband
Churchill, Md.
ELIZABETH KANOUSE and
WILLIAM KANOUSE, her husband
129 W. Berkley Street
Clifton Heights, Pa.

ISABELLE KIMBLES and
FRANKLIN KIMBLES, her husband
Chestertown, Md. RD#3
MARJORIE CRONSHAW and
PRICE CRONSHAW, her husband
Centreville, Md.
GRACE M. WHITE, widow
1554 Upshire Road
Baltimore 18, Md.
TURNER MORRIS and
IVY MORRIS, his wife
Churchill, Md.
STANLEY MORRIS and
KATHERINE MORRIS, his wife
Greensboro, Maryland
VIOLETTA YOUNG and
SAMUEL YOUNG, her husband
13 W. Baltimore Avenue
Clifton Heights, Pa.
REBECCA HIZER and
EDMUND HIZER, her husband
441 Seven Oak Stride
Clifton Heights, Pa.
JOSEpHINE CHANCE and
GRAYSON CHANCE, Jr., her husband
RD#3
Centreville, Md.
WILLIAM MORRIS and
ETHEL MORRIS, his wife
Churchill, Md. 21623
ROBERT MORRIS and
ANNALESA MORRIS, his wife
Ingleside, Md. 21644
DEBBIE MORRIS
c/o Mrs. Elmer **Morris**
Sudlersville, Maryland
BARRY MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
BARBARA JO MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
ROBIN MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
The unknown heirs, devisees or
personal representatives of
WILLIAM MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
MARY M. MONTAGUE, deceased;
The unknown heirs, devisees or
personal representatives of
WILSON MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
WALTER MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
ROLAND MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
ROLAND MORRIS, JR., deceased;
The unknown heirs, devisees or
personal representatives of
OTIS MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
RAYMOND MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
LULA M. SPENCE, deceased;
The unknown heirs, devisees or
personal representatives of
CLARK MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
TURNER MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
ELWOOD MORRIS, deceased; and
The unknown heirs, devisees or
personal representatives of
ELMER MORRIS, deceased
Defendants

James M. Spence; George W. Morris and Mary C. Morris, his wife; Edward A. Morris and Alverta Morris, his wife; Violet Miller and John Miller, her husband; Mildred M. Martin and Robert Martin, her husband; Nora M. Argo and Richard Argo, her husband; Gladys M. Lofland and Joseph Lofland, her husband; Louise M. Jester and Charles Jester, her husband; Woodrow Spence and Miriam Spence, his wife; Pauline M. Blades and Harry Blades, her husband; and Dorothy S. Moore and Claude Moore, her husband, by Marvin H. Smith, their attorney, allege:

1. Mary Amanda Cole conveyed unto Charles H. Cole and Anna R. Cole, his wife, by deed dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, land more particularly described as follows:

"ALL that lot or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price Station and adjoining the lands of Benjamin Carter, James Starkey and Mary A. Cole, this tract of land being a part of the Cole Tract, and is contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter lot and running with the Carter lot, North 53 degrees 15 minutes East, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot, North 36 degrees West, 144 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, South 51 degrees 45 minutes West, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, South 36 degrees 15 minutes East, 145 feet and 5 inches, containing SIXTY-NINE ONE HUNDREDTHS OF AN ACRE OF LAND, (.69 Acres of land)."

as will more fully and at large appear by reference to certified copy of said deed filed herewith marked "Plaintiffs' Exhibit A" and prayed to be taken as a part hereof.

2. Title to said land vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her.

3. The said Anna R. Cole died intestate on May 7, 1966, seized and possessed of said property.

4. Said Anna R. Cole left to survive her as her sole heirs at law the following:

a. Children of William Morris, deceased half brother:

Helen M. Johnson
Hilda M. Albright
Wilburn R. Morris
George W. Morris
Violet M. Miller
Earl Morris

Children of Mary M. Montague, deceased daughter of said William Morris:

Oscar Montague
Evelyn Ogle

Children of Wilson Morris, deceased son of said William Morris:

Cynthia Quinby Morris
Linda Morris
James George Morris

b. Children of Walter Morris, deceased half brother:

Edna M. Moore
Mildred M. Martin
Lillian M. Andrews
Elizabeth M. Thomas
Catherine M. Moran
Nora M. Argo
Gladys M. Lofland
Louise M. Jester
Walter Morris

c. Children of Roland Morris, deceased half brother:

Nellie M. Lankford
Viola M. Butler
Marie M. Piepiora
Bernard Morris
Kennard Morris

Children of Roland Morris, Jr., a deceased son of the said Roland Morris:

Virginia M. Lynch
Phyllis Morris

d. Children of Otis Morris, a deceased brother:

George W. Morris
Otis Morris
Cookman Morris
Julia M. Meredith
Ellen M. Griffin
Ruth M. Gulrich

e. Children of Raymond Morris, a deceased brother:

E. Carl Morris
James Morris
Robert Morris
Margaret M. Crane
Ruth M. Garrow
Esther M. Porterfield

f. Children of Lula M. Spence, a deceased sister:

Woodrow Spence
Dorothy S. Moore
James M. Spence
Margaret Spence

g. Children of Clark Morris, a deceased brother:

Virginia M. Kimbles
Lula Mae Massey
Elizabeth Kanouse
Isabelle M. Kimbles

h. Children of Turner Morris, a deceased brother:

Pauline M. Blades
Marjorie M. Cronshaw
Grace M. White
Turner Morris

i. Children of Elwood Morris, a deceased brother:

Stanley Morris
Edward Morris
Violetta M. Young
Rebecca M. Hizer
Josephine M. Chance
William Morris
Robert Morris

Children of Elmer Morris, a deceased son of the said Elwood Morris:

Debbie Morris
Barry Morris
Barbara Jo Morris
Robin Morris

5. Where married the names of the spouxes of the parties hereto are shown in the caption hereof and otherwise the marital status is as shown in said caption.

6. Letters of Administration on the personal estate of said Anna R. Cole have been granted by the Orphans' Court of Caroline County unto the said George W. Morris, Edward A. Morris and James M. Spence, as will more fully and at large appear by reference to certified copy thereof filed herewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part hereof.

7. The personal estate of the said Anna R. Cole has not been closed in the Orphans' Court of Caroline County.

8. The aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties.

9. All of the parties hereto are of full legal age except the aforementioned Cynthia Morris, Linda Morris and James Morris, children of Wilson Morris, a deceased son of William Morris, a deceased brother of Anna R. Cole; Phyllis Morris, daughter of Roland Morris, Jr., deceased son of Roland Morris, deceased half-brother of the said Anna R. Cole; and Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, children of Elmer Morris, deceased son of Elwood Morris, a deceased brother of the said Anna R. Cole.

TO THE END, THEREFORE:

1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of said sale may be divided among the parties owning said real estate according to their respective interests.

3. That your Orators may have such other and further relief as their case may require.

AND as in duty bound, etc.

MARVIN H. SMITH
Marvin H. Smith
103 Law Building
Denton, Maryland
479-2250
Attorney for Plaintiffs

Filed Nov. 10, 1966

COMPLAINANT'S EXHIBIT A
Filed November 28,1967

#10,000. Q U E E N A N N E ' S C O U N T Y, TO W I T: Be it remembered that on the nineteenth day of June, inthe year nineteen hundred and twenty three, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this eight day of June, in the year nineteen hundred and twenty three, by Mary Amanda Cole, widow lady of Queen Anne's County, State of Maryland:-

WITNESSETH that in consideration of the sum of one hundred dollars ($100.00) the receipt of which is hereby acknowledged, the said Mary Amanda Cole does hereby grant and convey unto Charles H. Cole and Anna R. Cole, his wife, as tenants by the entireties, their heirs and assigns, absolutely in fee simple, the following described

real estate, to wit:-

All that lot or tract of land situate, lying and being in the Second election district of Queen Anne's County, State of maryland, at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price Station and adjoining the lands of Benjamin Carter, James Starkey and Mary A. Cole, this tract of land being a part of the Cole tract, and is contained within the following metes and bounds, courses and distances to wit:- Beginning at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter lot and running with the Carter lot, north 53 degrees 15 minutes east, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot north 36 degrees west, 144 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, south 51 degrees 45 minutes west, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, south 36 degrees 15 minutes east, 145 feet and 5 inches, containing sixty nine one hundredths of an acre of land (.69 acres of land.) Being part of the same land conveyed to the said Mary Amanda Cole by deed from Mary C. Cole and husband, dated September 2nd. 1920 and recorded in Liber J.F.R. #5, folio 231, a land record book for Queen Anne's County aforesaid.

Together with the buildings and improvements thereon erected and being, and all and singular the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining. And the said Mary Amanda Cole does hereby covenant that she will warrant specially the above described property, and that she will execute such further assurances to said land as may be requisite.

Witness the hand and seal of the grantor.

Test: nelson J. Brown Mary Amanda Cole. (SEAL)

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

I hereby that on this 12th. day of June, in the year nineteen hundred and twenty three, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Mary Amanda Cole, the grantor above named, and acknowledged the aforegoing deed to be her act.

Witness my hand and Notarial seal.

One fifty cent Int. Rev. Stamp, endorsed MAC 6/8/23.

Nelson J. Brown, Notary Public

Notay Seal.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 10, folio 545, 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 10th day of November inthe year nineteen hundred and sisty-six.

CLERK'S SEAL

CHARLES W. CECIL
Clerk

Plaintiff's Exhibit A

COMPLAINANT'S EXHIBIT B
Filed November 28, 1967

STATE OF MARYLAND, CAROLINE COUNTY, to WIT:

I, the subscriber, Register of Wills for Caroline County and ex-officio Clerk of the Orphans' Court for said county and as such the keeper of the records of said office, do hereby certify that it appears form the records of said office that letters of administration of all the goods, chattels, personal estate and credits of ANNA R. COLE, deceased, was on the 12th day of May in the year of our Lord one thousand nine hundred and sixty-six granted and committed unto James M. Spence, Edward A. Morris and George W. Morris who were then and there duly appointed administrators of the said deceased; and the said James M. Spence, Edward A. Morris and George W. Morris being then and there present in the said Court, first entered into bond, as required by law, in the penal sum of five thousand dollars plus additional bond of nine thousand dollars which bonds were duly approved by the Orphans' Court for Caroline County the same day, and the said James M. Spence, Edward A. Morris and George W. Morris duly qualified as administrators of the personal estate of ANNA R. COLE, deceased, by taking the oath required by law. That said letters are at this date in full force and effect.

ORPHANS' COURT SEAL

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court and of my office, this 9th day of November one thousand nine hundred and sixty-six.

Test: CLIFFORD L. STAFFORD
Register of Wills for Caroline County.

"Plaintiffs' Exhibit B"

Filed Nov. 10, 1966

546

MHS:ncp 11/3/66

JAMES M. SPENCE, divorced man
RFD#2, Box 205
Easton, Maryland
GEORGE W. MORRIS and
MARY C. MORRIS, his wife
Queen Anne, Maryland
EDWARD A. MORRIS and
ALVERTA MORRIS, his wife
Henderson, Maryland
VIOLET MILLER and
JOHN MILLER, her husband
5119 Wright Avenue
Baltimore, Md. 21205
MILDRED M. MARTIN and
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2049 Chichester Avenue
Linwood, Pa.
NORA M. ARGO and
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Shawnie Road
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WOODROW SPENCE and
MIRIAM SPENCE, his wife
6117 Blando
Omaha, Nebraska 68104
PAULINE M. BLADES and
HARRY BLADES, her husband
Preston, Maryland
DOROTHY S. MOORE and
CLAUDE MOORE, her husband
P. O. Box 115
Havre de Grace, Md.
Plaintiffs

vs

HELEN M. JOHNSON and
GEORGE W. JOHNSON, her husband
4324 East Eager Street
Baltimore, Md. 21205
HILDA M. ALBRIGHT, and
JOSEPH ALBRIGHT, her husband
2914 E. Madison Street
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WILBURN R. MORRIS and
MARY MORRIS, his wife
1137 Sherwood Avenue
Baltimore, Md. 21212
GEORGE W. MORRIS and
ANN MORRIS, his wife
410 Lenwood Drive
Costa Mesa, California
EARL MORRIS and
PEARL MORRIS, his wife
151 Mitschner Road
Dover, Delaware

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY
: CHANCERY NO.
: ORDER OF PUBLICATION

Chy. No. 4818

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

OSCAR MONTAGUE and
ELIZABETH MONTAGUE, his wife
40 Onway Place
Garfield Park
New Castle, Delaware
EVELYN OGLE and
GEORGE T. OGLE, her husband
Pine Tree Road
Townsend, Delaware
CYNTHIA QUINBY MORRIS, single woman
1453½ Mansfield
Hollywood, California
LINDA MORRIS, single woman
1453½ Mansfield
Hollywood, California
JAMES GEORGE MORRIS, single man
1453½ Mansfield
Hollywood, California
EDNA M. MOORE and
ROY MOORE, her husband
32 Lawson Avenue
Claymont, Delaware
LILLIAN ANDREWS and
ROLAND ANDREWS, her husband
10 Maple Street
Marcus Hook, Pa.
ELIZABETH M. THOMAS and
CARVEL THOMAS, her husband
620 New York Avenue
Claymont, Delaware
CATHERINE M. MORAN and
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620 New York Avenue
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1039 Galbraith Avenue
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KENNARD MORRIS and
GWEN MORRIS, his wife
4312 Post Road--Trainer
Chester, Pa.

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
CLINTON, MARYLAND
20735
P. O. BOX 369
TELEPHONE:
AREA CODE 301
[redacted]
479-2250

VIRGINIA LYNCH and
JOHN LYNCH, her husband
414 Pyle Road
Bethel Township
Chadds Ford, Pa.

PHYLLIS MORRIS, single woman
509 Taylor Avenue
Linwood, Pa.

OTIS MORRIS and
HOPE MORRIS, his wife
Centreville, Md.

COOKMAN MORRIS and
EVA MORRIS, his wife
Ridgely, Maryland

JULIA MEREDITH, widow
2624 Wycliffe Rd.
Baltimore, Md. 21234

ELLEN M. GRIFFIN and
JOHN GRIFFIN, her husband
Ridgely, Maryland

RUTH GULRICH and
MATHEW GULRICH, her husband
Henderson, Maryland

E. CARL MORRIS and
LIDA MORRIS, his wife
R.D. #2
Middletown, Delaware

JAMES MORRIS and
HILDA MORRIS, his wife
5 Caldwell Place
Newark, Delaware

ROBERT MORRIS and
JUANITA MORRIS, his wife
700 Augustine Street
Bestfield
Wilmington, Del. 19804

MARGARET M. CRANE and
RALPH CRANE, her husband
54 Prospect Avenue
Newark, Delaware

RUTH M. GARROW and
GEORGE GARROW, her husband
108 Bernice Drive
East Meadows
New York, N. Y.

ESTHER M. PORTERFIELD and
VERNON PORTERFIELD, her husband
11 Reading Lane
Bethpage, L. I., New York

MARGARET SPENCE, single woman
P. O. Box 205
Easton, Maryland

VIRGINIA M. KIMBLES and
WILLIAM KIMBLES, her husband
Centreville, Maryland

LULA MAE MASSEY and
LEON MASSEY, her husband
Churchill, Md.

ELIZABETH KANOUSE and
WILLIAM KANOUSE, her husband
129 W. Berkley Street
Clifton Heights, Pa.

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
CENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE
AREA CODE 301
[redacted]
479-2350

ISABELLE KIMBLES and
FRANKLIN KIMBLES, her husband
Chestertown, Md. RD#3
MARJORIE CRONSHAW and
PRICE CRONSHAW, her husband
Centreville, Md.
GRACE M. WHITE, widow
1554 Upshire Road
Baltimore 18, Md.
TURNER MORRIS and
IVY MORRIS, his wife
Churchill, Md.
STANLEY MORRIS and
KATHERINE MORRIS, his wife
Greensboro, Maryland
VIOLETTA YOUNG and
SAMUEL YOUNG, her husband
13 W. Baltimore Avenue
Clifton Heights, Pa.
REBECCA HIZER and
EDMUND HIZER, her husband
441 Seven Oak Stride
Clifton Heights, Pa.
JOSEPHINE CHANCE and
GRAYSON CHANCE, Jr., her husband
RD#3
Centreville, Md.
WILLIAM MORRIS and
ETHEL MORRIS, his wife
Churchill, Md. 21623
ROBERT MORRIS and
ANNALESA MORRIS, his wife
Ingleside, Md. 21644
DEBBIE MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
BARRY MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
BARBARA JO MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
ROBIN MORRIS
c/o Mrs. Elmer Morris
Sudlersville, Md.
The unknown heirs, devisees or personal representatives of WILLIAM MORRIS, deceased;
The unknown heirs, devisees or personal representatives of MARY M. MONTAGUE, deceased;
The unknown heirs, devisees or personal representatives of WILSON MORRIS, deceased;
The unknown heirs, devisees or personal representatives of WALTER MORRIS, deceased;
The unknown heirs, devisees or personal representatives of ROLAND MORRIS, deceased;

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-3230

The unknown heirs, devisees or
personal representatives of
ROLAND MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
ROLAND MORRIS, JR., deceased;
The unknown heirs, devisees or
personal representatives of
OTIS MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
RAYMOND MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
LULA M. SPENCE, deceased;
The unknown heirs, devisees or
personal representatives of
CLARK MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
TURNER MORRIS, deceased;
The unknown heirs, devisees or
personal representatives of
ELWOOD MORRIS, deceased; and
The unknown heirs, devisees or
personal representatives of
ELMER MORRIS, deceased
Defendants

This is to give notice that on the 10th day of November, 1966, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

George W. Morris and Ann Morris, his wife, 410 Lenwood Drive, Costa Mesa, California; Earl Morris and Pearl Morris, his wife, 151 Mitschner Road, Dover, Delaware; Oscar Montague and Elizabeth Montague, his wife, 40 Onway Place, Garfield Park, New Castle, Delaware; Evelyn Ogle and George T. Ogle, her husband, Pine Tree Road, Townsend, Delaware; Cynthia Quinby Morris, single woman, 1453½ Mansfield, Hollywood, California; Linda Morris, single woman, 1453½ Mansfield, Hollywood, California; James George Morris, single man, 1453½ Mansfield, Hollywood, California; Edna M. Moore and Roy Moore, her husband, 32 Lawson Avenue, Claymont, Delaware; Lillian Andrews and Roland Andrews, her husband, 10 Maple Street,

LAW OFFICES
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21629
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AREA CODE 301
479-2250

Marcus Hook, Pa.; Elizabeth M. Thomas and Carvel Thomas, her husband, 620 New York Avenue, Claymont, Delaware; Catherine M. Moran and Charles Moran, her husband, 620 New York Avenue, Claymont, Delaware; Walter Morris and Altheia Morris, his wife, Boulevard Restaurant, Milford, Delaware; Nellie M. Lankford and Alvin Lankford, her husband, R. D. #2, Vincentown, N. J.; Viola Butler and Otley Butler, her husband, 3116 W. 9th Street, Chester, Pa.; Marie Piepiora and Bernard Piepiora, her husband, 6636 Perry Avenue, Upper Darby, Pa.; Bernard Morris and Elizabeth Morris, his wife, 1039 Galbraith Avenue, Boothwyn, Pa.; Kennard Morris and Gwen Morris, his wife, 4312 Post Road--Trainer, Chester, Pa.; Virginia Lynch and John Lynch, her husband, 414 Pyle Road, Bethel Township, Chadds Ford, Pa.; Phyllis Morris, single woman, 509 Taylor Avenue, Linwood, Pa.; E. Carl Morris and Lida Morris, his wife, R.D. #2, Middletown, Delaware; James Morris and Hilda Morris, his wife, 5 Caldwell Place, Newark, Delaware; Robert Morris and Juanita Morris, his wife, 700 Augustine Street, Bestfield, Wilmington, Delaware; Margaret M. Crane and Ralph Crane, her husband, 54 Prospect Avenue, Newark, Delaware; Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive East Meadows, New York, N. Y.; Esther M. Porterfield and Vernon Porterfield, her husband, 11 Reading Lane, Bethpage, L. I., New York; Elizabeth Kanouse and William Kanouse, her husband, 129 W. Berkley Street, Clifton Heights, Pa.; Violetta Young and Samuel Young, her husband, 13 W. Baltimore Avenue, Clifton Heights, Pa.; and Rebecca Hizer and Edmund Hizer, her husband, 441 Seven Oak Stride, Clifton Heights, Pa.;

and against the unknown heirs, devisees or personal representatives of:

William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased;

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21629
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TELEPHONE:
AREA CODE 301
[redacted]
479-2250

Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased.

The Bill alleges in substance that Mary Amanda Cole conveyed unto Charles H. Cole and Anna R. Cole, his wife, by deed dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, land therein described comprising .69 acres of land at Starkey's Corner in the Second Election District of Queen Anne's County on the North side of public road leading from Starkey's Corner to Price Station, as will more fully and at large appear by reference to certified copy of said deed filed therewith marked "Plaintiffs' Exhibit A" and prayed to be taken as a part thereof; title to said land vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her; the said Anna R. Cole died intestate on May 7, 1966, seized and possessed of said property; said Anna R. Cole left to survive her as her sole heirs at law the following:

a. Children of William Morris, deceased half brother: Helen M. Johnson, Hilda M. Albright, Wilburn R. Morris, George W. Morris, Violet M. Miller, Earl Morris.

Children of Mary M. Montague, deceased daughter of said William Morris:

Oscar Montague, Evelyn Ogle.

Children of Wilson Morris, deceased son of said William Morris:

Cynthia Quinby Morris, Linda Morris, James George Morris.

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479-2250

b. Children of Walter Morris, deceased half brother: Edna M. Moore, Mildred M. Martin, Lillian M. Andrews, Elizabeth M. Thomas, Catherine M. Moran, Nora M. Argo, Gladys M. Lofland, Louise M. Jester, Walter Morris.

c. Children of Roland Morris, deceased half brother: Nellie M. Lankford, Viola M. Butler, Marie M. Peipiora, Bernard Morris, Kennard Morris.

Children of Roland Morris, Jr., a deceased son of the said Roland Morris:

Virginia M. Lynch, Phyllis Morris.

d. Children of Otis Morris, a deceased brother: George W. Morris, Otis Morris, Cookman Morris, Julia M. Meredith, Ellen M. Griffin, Ruth M. Gulrich.

e. Children of Raymond Morris, a deceased brother: E. Carl Morris, James Morris, Robert Morris, Margaret M. Crane, Ruth M. Garrow, Esther M. Porterfield.

f. Children of Lula M. Spence, a deceased sister: Woodrow Spence, Dorothy S. Moore, James M. Spence, Margaret Spence.

g. Children of Clark Morris, a deceased brother: Virginia M. Kimbles, Lula Mae Massey, Elizabeth Kanouse, Isabelle M. Kimbles.

h. Children of Turner Morris, a deceased brother: Pauline M. Blades, Marjorie M. Cronshaw, Grace M. White, Turner Morris.

i. Children of Elwood Morris, a deceased brother: Stanley Morris, Edward Morris, Violetta M. Young, Rebecca M. Hizer, Josephine M. Chance, William Morris, Robert Morris.

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479-2250

Children of Elmer Morris, a deceased son of the said Elwood Morris:

Debbie Morris, Barry Morris, Barbara Jo Morris, Robin Morris;

where married the names of the spouses of the parties are shown in the caption of said Bill of Complaint and this Order of Publication and otherwise the marital status is as shown in said caption; letters of Administration on the personal estate of said Anna R. Cole have been granted by the Orphans' Court of Caroline County unto the said George W. Morris, Edward A. Morris and James M. Spence, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part thereof; the personal estate of the said Anna R. Cole has not been closed in the Orphans' Court of Caroline County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age except the aforementioned Cynthia Morris, Linda Morris and James Morris, children of Wilson Morris, a deceased son of William Morris, a deceased brother of Anna R. Cole; Phyllis Morris, daughter of Roland Morris, Jr., deceased son of Roland Morris, deceased half-brother of the said Anna R. Cole; and Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, children of Elmer Morris, deceased son of Elwood Morris, a deceased brother of the said Anna R. Cole.

The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

LAW OFFICES
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DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE
AREA CODE 301
479-2250

WHEREUPON, it is ORDERED by the Circuit Court for Queen Anne's County this 10th day of November, 1966, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week in each of four successive weeks before the 15th day of December, 1966, giving Notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased; Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased; of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 16th day of January , 1967, why a decree should not be passed as prayed.

Charles W. Cecil

Clerk

Filed Nov. 10, 1966

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
[redacted]
479-2250

556

5/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Isabelle Kimbles and Franklin Kimbles, her husband
Chestertown, Md. RD#3

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spenqe, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morriq and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alvorta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Marin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 66104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
~~103 Law Building~~
ADDRESS: Denton, Maryland
~~479-2250~~

NAME: _____

ADDRESS: _____

Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Served by delivering a copy of the within Summons to Isabelle Kimbles and Franklin Kimbles, and by leaving with each of them a copy of The Bill of Complaint this 15th, day of November 1966.

Sheriff, Kent County

Served Nov. 16. 1966

Circuit Court For Queen Anne's County

6/ **EQUITY SUMMONS:**

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Debbie Morris
c/o Mrs. Elmer Morris
Sudlersville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21, 1966

Summoned Debbie Morris, c/o Mrs. Elmer Morris on this 18 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

ALEXIS M. BUTLER
Dep. Sheriff of Queen Anne's Co.

558

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

7/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Barry Morris
c/o Mrs. Elmer Morris
Sudlersville, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____ December _____, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md., 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorot y S. Moore and Claude Moore, her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
105 Law Building
ADDRESS: Denton, Md.
479-2250

Clarence W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Barry Morris, c/o Mrs. Elmer Morris on this 18 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

ALEXIS M. BUTLER
Dep. Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

8/

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket ~~C.W.C.#1,~~ fol. 207

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

TO: Barbara Jo Morris
c/o Mrs. Elmer Morris
Sudlersville, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Mildford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

Charles H. Ford
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Barbara Jo Morris, c/o Mrs. Elmer Morris, on this 18 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

ALEXIS M. BUTLER
Dep. Sheriff of Queen Anne's Co.

560

Circuit Court For Queen Anne's County

9/ **EQUITY SUMMONS:**

December Return Day

File No. 4818

Docket ~~C.W.C. #1~~, fol. 207

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

TO: Robin Morris
c/o Mrs. Elmer Morris
Sudlersville, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Marin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., plaintiffs.

Issued the 10th. day of November 19.66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Robin Morris, c/o Mrs. Elmer Morris, on this 18 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

ALEXIS M. BUTLER
Dep. Sheriff of Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

10/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Margaret Spence, single woman
P.O. Box 205
Easton, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Sponco, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 9119 Wright Avenue, Baltimore, Md., 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Sponco and Miriam Sponco, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

Charles A. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Files Nov. 21. 1966

I hereby certify that on the 18th day of November, 1966, the within summons served.

T. O. MEREDITH
T. O. Meredith
Sheriff of Talbot County

562

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

11/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Julia Meredith, widow
2624 Wycliffe Rd.
Baltimore, Md. 21234

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Sponce, divorced man, RFD#2, Box 209, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21209, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Sponce and Miriam Sponce, his wife, 6117 Blondo, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
ADDRESS: ~~103 Law Building~~ Denton, Maryland ~~479-2250~~

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Copy Subpoena Bill of Complaint served on Julia Meredith this 16th day of November 1966.

EDWARD G. MUELLER
Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Cookman Morris and
Eva Morris, his wife
Ridgely, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____ December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise H. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Ambo, copies of process, Bill of Complaint, etc. left with each, November 17, 1966.

LOUIS C. ANDREW
Sheriff of Caroline County

564

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

13/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Ellen M. Griffin and John Griffin, her husband
Ridgely, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 207, Easton, Maryland, George W. Morris and Mary G. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 2119 Wright Avenue, Baltimore, Md. 21209, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Foster and Charles Foster, her husband, Sharmio Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blondo, Omaha, Nebraska 68104, Pauline M. Bladen and Harry Bladen, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 119, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
ADDRESS: 103 Law Building
Denton, Maryland 21629
479-2250

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 21. 1966

Summoned Ambo, copies of process, Bill of Complaint, etc. left with each, November 17, 1966.

LOUIS C. ANDRES
Sheriff of Caroline County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

14/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: **Stanley Morris and Katherine Morris, his wife**
Greensboro, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md.,21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O.Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Morris
ADDRESS: 103 Law Building
Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Ambo, copies of process, Bill of Complaint, etc., left with each, November 16, 1966.

LOUIS C. ANDREW
Sheriff of Caroline County

566

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

15

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Ruth Gulrich and
Mathew Gulrich, her husband
Henderson, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December _____, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md.,21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Joster and Charles Joster, her husband, Shawnio Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O.Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 21. 1966

Summoned Ambo, copies of process, Bill of Complaint, etc., left with each, November 16, 1966.

LOUIS C. ANDREW
Sheriff of Caroline County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

16

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Grace M. White, widow
1554 Upshire Road
Baltimore 18, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md., 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 25. 1966

Summoned M. White, and a copy of the Process with a copy of the Bill of Complaint left with the Defendant on the 21st day of November 1966 in the presence of G. J. Murphy.
FRANK J. PELZ, Sheriff

568

Circuit Court For Queen Anne's County

17

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C. No. 1, fol. 207.

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

TO: Hilda M. Albright, and
Joseph Albright, her husband
2914 E. Madison Street
Baltimore, Md. 21205

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December

_____, next, to answer an action at the suit of

James M. Sponco, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md., 21209, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Agge and Richard Agge, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Foster and Charles Foster, her husband, Shawnie Road, Milford, Delaware, Woodrow Sponco and Miriam Sponco, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
Phone: 479-2250

NAME: _____

ADDRESS: _____

Charles W. Earl
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 25, 1966

Summoned Joseph Albright and Hilda M. Albright and a copy of the Process with a copy of the Bill of Complaint left with each defendant on the 18th day of November 1966 inthe presence of Frank C. Kankorky.

FRANK J. PELZ
Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

18

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Marjorie Cronshaw and Price Cronshaw, her husband
Centreville, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 25. 1966

Summoned Marjorie Cronshaw & Price Cronshaw on this 21 day of November 1966 and left with them a copy of subpoena, bill of complaint, _____.

ALEXIS S. BUTLER
Deputy Sheriff of Queen Anne's Co.

570

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

19

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Virginia M. Kimbles and William Kimbles,
her husband
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md.,21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O.Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 25, 1966

Summoned Virginia M. Kimbles and William Kimbles on this 25 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

20

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Robert Morris and Annalesa Morris, his wife
Ingleside, Md. 21644

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md.,21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moone, her husband, P.O.Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 25. 1966

Summoned Robert Morris and Annalesa Morris on this 25 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

572

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

21

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Lula Mae Massey and Leon Massey, her husband
Church Hill, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md., 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov 25. 1966

Summoned Lula Mae Massey and Leon Massey on this 25 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Turner Morris and Ivy Morris, his wife,
Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Mornis, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Marin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 28. 1966

Summoned Turner Morris & Ivy Morris on this 27 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

574

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

23/

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: William Morris and Ethel Morris, his wife,
Church Hill, Md. 21623

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

Charles H. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20,
19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 28. 1966

Summoned William Morris & Ethel Morris on this 27 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

24

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C.#1, fol. 207

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

TO: Otis Morris and Hope Morris, his wife,
Centreville, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Sponce, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward H. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Sponce and Miriam Sponce, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O. Box 125, Havre de Grace, Md., Plaintiffs

Issued the 10th day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

Charles W. Cecil
Clerk

(Seal of Court)

NAME: _____

ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 28. 1966

Summoned Otis Morris & Hope Morris on this 27 day of November, 1966, and left with them a copy of subpoena, bill of complaint, _____.

JOSEPH S. QUIMBY
Sheriff of Queen Anne's County

576

Circuit Court For Queen Anne's County

25

EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C. #1, fol. 207

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

TO: Josephine Chance and Grayson Chance, Jr., her husband
R.D.#3
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md.,21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore, her husband, P.O.Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
479-2250

NAME: _____

ADDRESS: _____

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 December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Nov. 28. 1966

Summoned Josephine Chance & Grayson Chance, Jr., on this 27 day of November, 1966, and left with them a copy of subpoena, bill of complaint,

JOSEPH S. QUIMBY
Sheriff of Queen Anne's Co.

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Edmund Hizer
441 Seven Oak Stride
Clifton Heights, Pa.

Dear Mr. Hizer:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896172

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Edmund Hizer	POSTMARK OR DATE
STREET AND NO.: 441 Seven Oak Stride	DENTON NOV 18 1966 MD.
P. O., STATE, AND ZIP CODE: Clifton Heights, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

#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)*: Edmund Hizer

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
11/19/66	

CSS—16—71548-6 GPO

Fld Dec 1. 1966

578

Certified Ma_
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Miss Phyllis Morris
509 Taylor Avenue
Linwood, Pa.

Dear Miss Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896128

SENT TO: Miss Phyllis Morris
STREET AND NO.: 509 Taylor Avenue
P. O., STATE, AND ZIP CODE: Linwood, Pennsylvania

POSTMARK OR DATE: D. M. 7 NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — [X] 10¢ fee
- Shows to whom, date, and where delivered — [ ] 35¢ fee

Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Ethel Burdett
Phyllis Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

Filed Dec 1. 1966

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21628
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Earl Morris
151 Mitschner Road
Dover, Delaware

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89616 167

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Earl Morris	POSTMARK OR DATE
STREET AND NO.: 151 Mitschner Road	DENTON NOV 18 1966 MD
P. O., STATE, AND ZIP CODE: Dover, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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)
William E Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	ADDRESS WHERE DELIVERED (only if requested in item #1)
11-19-66	

GSS—16—71548-4 GPO

Filed Dec. 1. 1966

580

Certified Ma .
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Kennard Morris
4312 Post Road--Trainer
Chester, Pa.

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896136

SENT TO: Mr. Kennard Morris
STREET AND NO.: 4312 Post Road--Trainer
P. O., STATE, AND ZIP CODE: Chester, Pennsylvania

POSTMARK OR DATE: D. N T. NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): x Kennard Morris
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:
DATE DELIVERED: 11/19/66
SHOW WHERE DELIVERED (only if requested):

C85—16—71546-5—F GPO

File Dec. 1. 1966

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Gwen Morris
4312 Post Road--Trainer
Chester, Pa.

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896135

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Gwen Morris
STREET AND NO.: 4312 Post Road--Trainer
P. O., STATE, AND ZIP CODE: Chester, Pennsylvania

POSTMARK OR DATE: E. N. NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☒ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Gwen Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: —

DATE DELIVERED: 11/19/66

SHOW WHERE DELIVERED *(only if requested)*:

C58—16—71548-5—F GPO

Filed Dec. 1. 1966

582

Certified Ma.
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

COPY

Mr. Bernard Morris.
1039 Galbraith Avenue
Boothwyn, Pa. 19062

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896138

SENT TO: Mr. Bernard Morris
STREET AND NO.: 1039 Galbraith Avenue
P. O., STATE, AND ZIP CODE: Boothwyn, Pennsylvania

POSTMARK OR DATE: DENTON MD. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — [X] 10¢ fee
- Shows to whom, date, and where delivered — [ ] 35¢ fee

[ ] Deliver to Addressee Only — 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — *(See other side)*

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee — [ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: BERNARD MORRIS

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: x Bernard Morris

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED *(only if requested)*:

C55—16—71548-3—F GPO

Filed Dec. 1. 1966

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Roland Andrews
10 Maple Street
Marcus Hook, Pa.

Dear Mr. Andrews:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896117

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Roland Andrews	POSTMARK OR DATE
STREET AND NO.: 10 Maple Street	
P. O., STATE, AND ZIP CODE: Marcus Hook, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: *Shows to whom and date delivered* ☒ 10¢ fee; *Shows to whom, date, and where delivered* ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — *(See other side)*

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Lillian Andrews

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
NOV 19 1966	

C35—16—71548-5—F GPO

Filed Dec. 1, 1966

584

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mrs. Elizabeth Morris
1039 Galbraith Avenue
Boothwyn, Pa. 19062

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896137

SENT TO: Mrs. Elizabeth Morris
STREET AND NO.: 1039 Galbraith Avenue
P. O., STATE, AND ZIP CODE: Boothwyn, Pennsylvania

POSTMARK OR DATE: D. of N. MD. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: E. Elizabeth Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
11-19-66	

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mrs. Lillian Andrews
10 Maple Street
Marcus Hook, Pa.

Dear Mrs. Andrews:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896140

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Lillian Andrews
STREET AND NO.: 10 Maple Street
P. O., STATE, AND ZIP CODE: Marcus Hook, Pennsylvania

POSTMARK OR DATE: DENTON NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[x] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Lillian Andrews

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 19 1966

SHOW WHERE DELIVERED (only if requested):

C53—16—7,1548-S—F GPO

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Juanita Morris
700 Augustine Street
Bestfield
Wilmington, Del. 19804

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89616

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Juanita Morris
STREET AND NO.: 700 Augustine Street
P. O., STATE, AND ZIP CODE: Bestfield Wilmington, Del. 19804

POSTMARK OR DATE: DOVER DEL. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
- Shows to whom and date delivered — ☒ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee
- Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** *(See other side)*

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

WILMINGTON DEL NOV 19 PM 1966

FIGHT TB
SUPPORT YOU
TB ASSOCIATION

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Juanita Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Robert D Morris

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Robert Morris
700 Augustine Street
Bestfield
Wilmington, Del. 19804

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896162

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered.
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Robert L Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
TB ASSOCIATIO
SUPPORT YOUR
FIGHT TB

DATE DELIVERED
11-19-66

SHOW WHERE DELIVERED *(only if requested)*
DEL. 1966 WILMINGTON

C55—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mr. Robert Morris

STREET AND NO.
700 Augustine Street

P. O., STATE, AND ZIP CODE
BEstfield
Wilmington, Del. 19804

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POSTMARK OR DATE
DENTON MD. NOV 18 4966

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

Filed Dec 1. 1966

586

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Samuel Young
13 W. Baltimore Ave.
Clifton Heights, Pa.

Dear Mr. Young:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896166

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Samuel Young	POSTMARK OR DATE
STREET AND NO.: 13 W. Baltimore Avenue	
P. O., STATE, AND ZIP CODE: Clifton Heights, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

RENT NOV 18 1966 MD

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Sam Young

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: William R Young

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED *(only if requested)*:

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. William Kanouse
129 W. Berkley Street
Clifton Heights, Pa.

Dear Mr. Kanouse:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89617

#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)*
William Kanouse

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Betty Kanouse

DATE DELIVERED
11-19-66

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—10—71548-4 GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mr. William Kanouse

STREET AND NO.
129 W. Berkley Street

P. O., STATE, AND ZIP CODE
Clifton Heights, Pa.

POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

Fld Dec 1, 1966

588

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

C O P Y

Mrs. Violetta Young
13 W. Baltimore Ave.
Clifton Heights, Pa.

Dear Mrs. Young:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896165

SENT TO	Mrs. Violetta Young
STREET AND NO.	13 W. Baltimore Ave.
P. O., STATE, AND ZIP CODE	Clifton Heights, Pa.

POSTMARK OR DATE: DENTON MD. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

XM Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Violetta Young

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Violetta Young

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11-19-66	

Files Dec. 1, 1966

Certified Mai
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Elizabeth Kanouse
129 W. Berkley Street
Clifton Heights, Pa.

Dear Mrs. Kanouse:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896152

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Elizabeth Kanouse	POSTMARK OR DATE
STREET AND NO.: 129 W. Berkley Street	
P. O., STATE, AND ZIP CODE: Clifton Heights, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL** (See other side)

Cole

#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): Betty Kanouse

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	ADDRESS WHERE DELIVERED (only if requested in item #1)
11-19-66	

C65—16—71548-4 GPO

Filed Dec. 1. 1966

590

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

Mrs. Rebecca Hizer
441 Seven Oak Stride
Clifton Heights, Pa.

Dear Mrs. Hizer:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

C O P Y

RECEIPT FOR CERTIFIED MAIL—30¢

No. 899175

SENT TO: Mrs. Rebecca Hizer
STREET AND NO.: 441 Seven Oak Stride
P. O., STATE, AND ZIP CODE: Clifton Heights, Pa.

POSTMARK OR DATE: DENTON MD. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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): X Rebecca Hizer

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: X

DATE DELIVERED: 11/19/66

ADDRESS WHERE DELIVERED (only if requested in item #1):

C53—16—71548-4 GPO

Filed Dec. 1. 1966

591

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

C O P Y

Mrs. Virginia Lynch
414 Pyle Road
Bethel Township
Chadds Ford, Pa.

Dear Mrs. Lynch:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896134

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Virginia Lynch
STREET AND NO.: 414 Pyle Road
P. O., STATE, AND ZIP CODE: Bethel Township Chadds Ford, Pennsylvania

POSTMARK OR DATE: DENTON NOV 19 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Virginia L. Lynch.
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: John M Lynch.
DATE DELIVERED: 11-19-66
SHOW WHERE DELIVERED (only if requested):

C53—15—71548-5—F GPO

Filed Dec. 1. 1966

592

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. John Lynch
414 Pyle Road
Bethel Township
Chadds Ford, Pa.

Dear Mr. Lynch:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896133

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered.
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
John M Lynch

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
11-19-66	

C55—16—71548-3—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. John Lynch
STREET AND NO.: 414 Pyle Road
P. O., STATE, AND ZIP CODE: Bethel Township Chadds Ford, Pennsylvania

POSTMARK OR DATE: SENT NOV 18 1966 PM

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — *(See other side)*

Cole

Filed Dec. 1, 1966

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Hilda Morris
5 Caldwell Place
Newark, Delaware

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896164

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Hilda Morris	POSTMARK OR DATE
STREET AND NO.: 5 Caldwell Place	DENTON NOV 18 1966 MD.
P. O., STATE, AND ZIP CODE: Newark, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: *Shows to whom and date delivered* ☒ 10¢ fee; *Shows to whom, date, and where delivered* ☐ 35¢ fee
Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — *(See other side)*

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Hilda Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 11-29-66

SHOW WHERE DELIVERED *(only if requested)*:

C85—16—71540-5—P. GPO

Filed Dec. 1. 1966

Certified Ma..
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Margaret M. Crane
54 Prospect Avenue
Newark, Delaware

Dear Mrs. Crane:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 8961

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: MRs. Margaret M. Crane
STREET AND NO.: 54 Prospect Avenue
P. O., STATE, AND ZIP CODE: Newark, Delaware

POSTMARK OR DATE: DELTA DEL NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Margaret M. Crane

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED (only if requested):

C55—16—71548-5—F GPO

Filed Dec. 1, 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Ralph Crane
54 Prospect Avenue
Newark, Delaware

Dear Mr. Crane:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 8961 6116

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Ralph Crane	POSTMARK OR DATE
STREET AND NO.: 54 Prospect Avenue	
P. O., STATE, AND ZIP CODE: Newark, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Ralph B. Crane

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Margaret U. Crane

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11-19-66	

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

596

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. E. Carl Morris
R.D. #2
Middletown, Delaware

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896132

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. E. Carl Morris	POSTMARK OR DATE
STREET AND NO.: R.D. #2	DENTON NOV 18 1966 MD.
P. O., STATE, AND ZIP CODE: Middletown, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: X E. Carl Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11-19-66	

C55—16—71548-5—F GPO

Filed Dec. 1, 1966

Certified Ma
Return Receip. Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Lida Morris
R. D. #2
Middletown, Delaware

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896131

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE
MIDDLETOWN DEL. NOV 19 2 PM 1966

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	Marvin H. Smith
CERTIFIED NO. 896132	STREET AND NO. OR P. O. BOX: P. O. Box 309
INSURED NO.	CITY, ZONE AND STATE: Denton, Maryland 21629

POD Form 3811 Apr. 1962

Cole

C55—16—71548-5—F

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Lida Morris
STREET AND NO.: R.D. #2
P. O., STATE, AND ZIP CODE: Middletown, Delaware

POSTMARK OR DATE: MIDDLETOWN DEL. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — [X] 10¢ fee
- Shows to whom, date, and where delivered — [ ] 35¢ fee

Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

Fld Dec. 1, 1966

598

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Oscar Montague
40 Onway Place
Garfield Park
New Castle, Delaware

Dear Mr. Montague:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89614

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered.
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Oscar E. Montague

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Mary E. Montague

DATE DELIVERED: 11/19/66
SHOW WHERE DELIVERED *(only if requested)*:

TVE

C55—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Oscar Montague
STREET AND NO.: 40 Onway Place
P. O., STATE, AND ZIP CODE: Garfield Park, New Castle, Delaware

POSTMARK OR DATE: NOV 19 11 PM

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 Cde — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

Filed Dec. 1, 1966

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Elizabeth Montague
40 Onway Place
Garfield Park
New Castle, Delaware

Dear Mrs. Montague:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896148

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Elizabeth Montague	POSTMARK OR DATE: NOV 18 1966
STREET AND NO.: 40 Onway Place	
P. O., STATE, AND ZIP CODE: Garfield Park, New Castle, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[x] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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)*: Mary E. Montague

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
11/19/66	

TVR

16—71548-4 GPO

Filed Dec. 1, 1966

600

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Alvin Lankford
R.D. #2
Vincentown, N. J. 08088

Dear Mr. Lankford:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89615

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Alvin Lankford

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Mrs. Nellie Lankford

DATE DELIVERED: 11-19-66
SHOW WHERE DELIVERED *(only if requested)*:

C35—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—39¢

SENT TO: Mr. Alvin Lankford
STREET AND NO.: R. D. #2
P. O., STATE, AND ZIP CODE: Vincentown, N.J. 08088

POSTMARK OR DATE: N J CAPE NOV 18 1966 M

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** *(See other side)*

Cole

Filed Dec. 1, 1966

601

Certified Mai
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Nellie M. Lankford
R.D. #2
Vincentown, N. J. 08088

Dear Mrs. Lankford:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896158

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Nellie M. Lankford	POSTMARK OR DATE
STREET AND NO.: R.D. #2	
P. O., STATE, AND ZIP CODE: Vincentown, N. J. 08088	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt — Shows to whom and date delivered ☒ 10¢ fee; Shows to whom, date, and where delivered ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

DENTON NOV 18 1966 MD.

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Mrs Nellie Lankford

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
11-19-66	

CS5—16—71546-5—F GPO

Filed Dec. 1. 1966

602

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

Mr. James Morris
5 Caldwell Place
Newark, Delaware

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

COPY

No. 896130

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO	POSTMARK OR DATE
Mr. James Morris	DENTON MD. NOV 18 1966
STREET AND NO. 5 Caldwell Place	
P. O., STATE, AND ZIP CODE Newark, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Miles Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
11-19-66	

C55—16—71548-5—P. GPO

Del Dec. 1. 1966

Certified Ma:
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

C O P Y

Mrs. Edna M. Moore
32 Lawson Avenue
Claymont, Delaware

Dear Mrs. Moore:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89614

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
G Roy S. Moore Sr

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 11-19-66

SHOW WHERE DELIVERED *(only if requested)*

C55—18—71548-8—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Edna M. Moore
STREET AND NO.: 32 Lawson Avenue
P. O., STATE, AND ZIP CODE: Claymont, Delaware

POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☒ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 — **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** (See other side)

Cole

Filed Dec. 1. 1966

604

Certified Mai
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Roy Moore
32 Lawson Avenue
Claymont, Delaware

Dear Mr. Moore:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89614

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Roy S Moore Sr.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11-19-66	

C55—16—71546-5—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Roy Moore
STREET AND NO.: 32 Lawson Avenue
P. O., STATE, AND ZIP CODE: Claymont, Delaware

POSTMARK OR DATE: DENTON NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt

Shows to whom and date delivered	Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 Cole — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Esther M. Porterfield
11 Reading Lane
Bethpage, L. I., New York

Dear Mrs. Porterfield:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896174

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Esther M. Porterfield
STREET AND NO.: 11 Reading Lane
P. O., STATE, AND ZIP CODE: Bethpage, L. I. New York

POSTMARK OR DATE: NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☑ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cold

#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)*
Mrs Esther Porterfield

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 11/21/66

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

CSS—16—71540-4 GPO

Filed Dec. 1, 1966

606

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

Mr. Vernon Porterfield
11 Reading Lane
Bethpage, L. I., New York

Dear Mr. Porterfield:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

C O P Y

MHS:ncp
Enc.

No. 896151

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mr. Vernon Porterfield
STREET AND NO.
11 Reading Lane
P. O., STATE, AND ZIP CODE
Bethpage, L. I., New York

POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered — [X] 10¢ fee
Shows to whom, date, and where delivered — [ ] 35¢ fee
Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

#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)
Vernon Porterfield

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Doris Porterfield

DATE DELIVERED
11/21/66

ADDRESS WHERE DELIVERED (only if requested in Item #1)

Filed Dec. 1, 1966

Certified Ma
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Walter Morris
Boulevard Restaurant
Milford, Delaware

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896124

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Walter Morris	POSTMARK OR DATE
STREET AND NO.: Boulevard Restaurant	
P. O., STATE, AND ZIP CODE: Milford, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered.
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Walter T Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11/21/66	

C55—18—71548-5—F GPO

Filed Dec 1. 1966

608

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Bernard Piepiora
6636 Perry Avenue
Upper Darby, Pa.

Dear Mr. Piepiora:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896139

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Bernard Piepiora	POSTMARK OR DATE
STREET AND NO.: 6636 Perry Avenue	DENTON NOV 18 1966 MD.
P. O., STATE, AND ZIP CODE: Upper Darby, Pennsylvania	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[x] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** *(See other side)*

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Bernard Piepiora

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Ruth Piepiora

DATE DELIVERED: 11/19

SHOW WHERE DELIVERED *(only if requested)*:

C55—16—71548-5—F GPO

Filed Dec. 1, 1966

Certified Mai.
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Marie Piepiora
6636 Perry Avenue
Upper Darby, Pa.

Dear Mrs. Piepiora:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896114

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mrs. Marie Piepiora

STREET AND NO.
6636 Perry Avenue

P. O., STATE, AND ZIP CODE
Upper Darby, Pa.

POSTMARK OR DATE
NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered — 10¢ fee
Shows to whom, date, and where delivered — 35¢ fee
Deliver to Addressee Only — 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Marie Piepiora

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
11/19/66

SHOW WHERE DELIVERED *(only if requested)*

C35—18—71548-5—P GPO

Filed Dec. 1. 1966

610

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mrs. Altheia Morris
Boulevard Restaurant
Milford, Delaware

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89612

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Altheia Morris
STREET AND NO.: Boulevard Restaurant
P. O., STATE, AND ZIP CODE: Milford, Delaware
POSTMARK OR DATE: DENTON MD. NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — [X] 10¢ fee
- Shows to whom, date, and where delivered — [ ] 35¢ fee
- Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Altheia H Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Walter T Morris

DATE DELIVERED: 11/21/66

SHOW WHERE DELIVERED (only if requested):

C55—16—71545-5—F GPO

Filed Dec. 1, 1966

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Evelyn Ogle
Pine Tree Road
Townsend, Delaware

Dear Mrs. Ogle:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896147

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Evelyn Ogle	POSTMARK OR DATE
STREET AND NO.: Pine Tree Road	
P. O., STATE, AND ZIP CODE: Townsend, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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)*
Evelyn Ogle

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Ruth M. Ogle

DATE DELIVERED	ADDRESS WHERE DELIVERED *(only if requested in item #1)*
NOV 21 1966	

CSS—16—71546-6 GPO

Filed Dec. 1. 1966

612

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. Otley Butler
3116 W. 9th Street
Chester, Pennsylvania

Dear Mr. Butler:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

No. 896161

SENT TO: Mr. Otley Butler
STREET AND NO.: 3116 W. 9th Street
P. O., STATE, AND ZIP CODE: Chester, Pa.

POSTMARK OR DATE: NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — [X] 10¢ fee
- Shows to whom, date, and where delivered — [ ] 35¢ fee

Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered.
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Otley Butler

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 21 1966

SHOW WHERE DELIVERED *(only if requested)*:

C55—16—71548-5—F GPO

Filed Dec. 1, 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Mr. Otley Butler
3116 W. 9th Street
Chester, Pennsylvania

Dear Mr. Butler:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89616

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Otley Butler	POSTMARK OR DATE: NOV 18 1966 MD.
STREET AND NO.: 3116 W. 9th Street	
P. O., STATE, AND ZIP CODE: Chester, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Otley Butler

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 21 1966 — SHOW WHERE DELIVERED *(only if requested)*:

CSS—16—71548-6—F GPO

Filed Dec. 1, 1966

614

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

Mrs. Pearl Morris
151 Mitschner Road
Dover, Delaware

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

COPY

No. 896150

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Pearl Morris	POSTMARK OR DATE
STREET AND NO.: 151 Mitschner Road	DENTON NOV 21 1966 MD.
P. O., STATE, AND ZIP CODE: Dover, Delaware	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 Cole **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** *(See other side)*

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered.
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Pearl Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
NOV 21 1966	

C85—16—71548-5—F GPO

Filed Dec. 1, 1966

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. George T. Ogle
Pine Tree Road
Townsend, Delaware

Dear Mr. Ogle:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896146

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. George T. Ogle
STREET AND NO.: Pine Tree Road
P. O., STATE, AND ZIP CODE: Townsend, Delaware
POSTMARK OR DATE: NOV 18 1966

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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): Geo. T. Ogle

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Ruth M. Ogle

DATE DELIVERED: NOV 21 1966

ADDRESS WHERE DELIVERED (only if requested in item #1):

C&S—16—71548-4 GPO

Filed Dec. 1. 1966

616

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Viola Butler
3116 W. 9th Street
Chester, Pennsylvania

Dear Mrs. Butler:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89616

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Viola Butler	POSTMARK OR DATE: DENTON MD NOV 18 1966
STREET AND NO.: 3116 W. 9th Street	
P. O., STATE, AND ZIP CODE: Chester, Pa.	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee [ ] Show address where delivered.
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Viola Butler

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 22 1966 — SHOW WHERE DELIVERED (only if requested):

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

C O P Y

Mrs. Ruth M. Garrow
108 Bernice Drive
East Meadows
New York, N. Y.

Dear Mrs. Garrow:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 8961697

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Ruth M. Garrow
STREET AND NO.: 108 Bernice Drive
P. O., STATE, AND ZIP CODE: East Meadows New York, N. Y.
POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

#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): Ruth Garrow

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Irene Garrow

DATE DELIVERED: 11/21/66

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—18—71548-4 GPO

Filed Dec. 1, 1966

618

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland *21629*
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. George Garrow
108 Bernice Drive
East Meadows
New York, N. Y.

Dear Mr. Garrow:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. George Garrow
STREET AND NO.: 108 Bernice Drive
P. O., STATE, AND ZIP CODE: East Meadows New York, N. Y.

POSTMARK OR DATE: DENTON NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☒ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

No. 896170

#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)*: George Garrow

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 11/21/66

ADDRESS WHERE DELIVERED *(only if requested in item #1)*:

C38—16—71548-4 GPO

Filed Dec. 1. 1966

Certified Mai
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

C O P Y

Mr. Charles Moran
620 New York Avenue
Claymont, Delaware

Dear Mr. Moran:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89612 123

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Mrs. Charles Moran

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Mrs. Catherine M. Moran

DATE DELIVERED
NOV 2 n 1966

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mr. Charles Moran

STREET AND NO.
620 New York Avenue

P. O., STATE, AND ZIP CODE
Claymont, Delaware

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POSTMARK OR DATE
DEN NOV 18 1966 D.

POD Form 3800 Mar. 1966 cole
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Filed Dec. 1. 1966

620

Certified Mail
Return Receipt Requested

Law Offices

MARVIN H. SMITH

103 Law Building

Denton, Maryland 21629

P. O. Box 309

Telephone 479-2250

Area Code 301

November 18, 1966

C O P Y

Mr. Carvel Thomas
620 New York Avenue
Claymont, Delaware

Dear Mr. Thomas:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89612

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. Carvel Thomas
STREET AND NO.: 620 New York AVenue
P. O., STATE, AND ZIP CODE: Claymont, Delaware

POSTMARK OR DATE: DELTA NOV 18 1966 PM

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☒ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee
- Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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): Mrs. Carvel Thomas

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Mrs. Catherine M. Moran

DATE DELIVERED: NOV 21 1966

ADDRESS WHERE DELIVERED (only if requested in item #1):

C58—16—71548-4 GPO

Filed Dec. 1, 1966

Certified Ma.
Return Receipt Requested

Law Offices
MARVIN H. SMITH
108 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

COPY

Mrs. Elizabeth M. Thomas
620 New York Avenue
Claymont, Delaware

Dear Mrs. Thomas:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896118

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Elizabeth M. Thomas	POSTMARK OR DATE: NOV 18 1966
STREET AND NO.: 620 New York Avenue	
P. O., STATE, AND ZIP CODE: Claymont, Delawar3	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt — Shows to whom and date delivered ☒ 10¢ fee; Shows to whom, date, and where delivered ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mrs. Catherine M. Doran

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Mrs. Elizabeth M. Thom

DATE DELIVERED: NOV 28 1966 — SHOW WHERE DELIVERED (only if requested)

C55—16—71548-8—F GPO

Fld Dec. 1. 1966

622

Certified Mail
Return Receipt Requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mrs. Catherine M. Moran
620 New York Avenue
Claymont, Delaware

Dear Mrs. Moran:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896122

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*
Mrs. Catherine M. Moran

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
NOV 2 [illegible]

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO
Mrs. Catherine M. Moran

STREET AND NO.
620 New York Avenue

P. O., STATE, AND ZIP CODE
Claymont, Delaware

POSTMARK OR DATE
DENTON NOV 18 1966 MD

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered ☒ 10¢ fee
Shows to whom, date, and where delivered ☐ 35¢ fee
Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

Cole

Filed Dec. 1, 1966

Certified Ma'
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Mr. James George Morris
1453½ Mansfield
Hollywood, California

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896143

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO	POSTMARK OR DATE
Mr. James George Morris	
STREET AND NO. 1453½ Mansfield	
P. O., STATE, AND ZIP CODE Hollywood, California	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 Cole — **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee [ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: James Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Linda Morris

DATE DELIVERED	SHOW WHERE DELIVERED *(only if requested)*
11/23/66	

C55—10—71548-5—F GPO

Filed Dec. 1, 1966

624

Certified Mai
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

COPY

Miss Linda Morris
1453½ Mansfield
Hollywood, California

Dear Miss Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89614

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Miss Linda Morris
STREET AND NO.: 1453½ Mansfield
P. O., STATE, AND ZIP CODE: Hollywood, California

POSTMARK OR DATE: D. N. J. NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
[X] 10¢ fee	[ ] 35¢ fee	[ ] 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver *ONLY* to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: Linda Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 11/22/66

SHOW WHERE DELIVERED *(only if requested)*:

C35—16—71548-5—F GPO

Fils Dec 1. 1966

Certified Ma__
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 18, 1966

C O P Y

Miss Cynthia Quinby Morris
1453½ Mansfield
Hollywood, California

Dear Miss Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 89614

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Miss Cynthia Quinby Morris	POSTMARK OR DATE
STREET AND NO.: 1453½ Mansfield	DENTON MD. NOV 18 1966
P. O., STATE, AND ZIP CODE: Hollywood, California	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Cindy Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: Linda Morris

DATE DELIVERED: 11/22/66

SHOW WHERE DELIVERED (only if requested):

C55—16—71548-5—F GPO

Filed Dec. 1. 1966

626

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2250
Area Code 301

November 17, 1966

COPY

Mrs. Ann Morris
410 Lenwood Drive
Costa Mesa, California

Dear Mrs. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. - 89612

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mrs. Ann Morris
STREET AND NO.: 410 Lenwood Drive
P. O., STATE, AND ZIP CODE: Costa Mesa, California
POSTMARK OR DATE: DENTON NOV 18 1966 MD.

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered — [X] 10¢ fee
Shows to whom, date, and where delivered — [ ] 35¢ fee
Deliver to Addressee Only — [ ] 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE
[ ] Deliver *ONLY* to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
x Mrs. Ann Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
x

DATE DELIVERED: 11/23
SHOW WHERE DELIVERED (only if requested):

C55—16—71548-5—F GPO

Cole

Filed Dec. 1. 1966

Certified Mail
Return receipt requested

Law Offices
MARVIN H. SMITH
103 Law Building
Denton, Maryland 21629
P. O. Box 309

Telephone 479-2260
Area Code 301

November 18, 1966

COPY

Mr. George W. Morris
410 Lenwood Drive
Costa Mesa, California

Dear Mr. Morris:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (it is suggested that you turn over this letter and the enclosure to your attorney)

Very truly yours,

Marvin H. Smith

MHS:ncp
Enc.

No. 896168

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO: Mr. George W. Morris	POSTMARK OR DATE
STREET AND NO.: 410 Lenwood Drive	
P. O., STATE, AND ZIP CODE: Costa Mesa, California	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered — ☒ 10¢ fee; Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POSTMARK: FENTON NOV 18 1966 MD

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

Cole

#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): George W. Morris

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED	ADDRESS WHERE DELIVERED (only if requested in item #1)
11/23	

CSS—16—71548-6 GPO

Filed Dec. 1. 1966

628

MHS:mcb 1 /30/66

26

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
HELEN M. JOHNSON, et al. Defendants	:	CHANCERY NO. 4818
	:	AFFIDAVIT OF COMPLIANCE - RULE 105f

STATE OF MARYLAND, COUNTY OF CAROLINE, to wit:

I, Marvin H. Smith, make oath that I mailed to each of the following at the address therein shown:

George W. Morris, 410 Lenwood Drive, Costa Mesa, Cal.
Mrs. Ann Morris, 410 Lenwood Drive, Costa Mesa, Cal.
Miss Cynthia Quinby Morris, 1453½ Mansfield, Hollywood, California
Miss Linda Morris, 1453½ Mansfield, Hollywood, Cal.
Mr. James George Morris, 1453½ Mansfield, Hollywood, Cal.
Mrs. Catherine M. Moran, 620 New York Avenue, Claymont, Delaware
Mrs. Elizabeth M. Thomas, 620 New York Avenue, Claymont, Delaware
Mr. Carvel Thomas, 620 New York Avenue, Claymont, Delaware
Mr. Charles Moran, 620 New York Avenue, Claymont, Delaware
Mr. George Garrow, 108 Bernice Drive, East Meadows, New York, N. Y.
Mrs. Ruth M. Garrow, 108 Bernice Drive, East Meadows, New York, N. Y.
Mrs. Viola Butler, 3116 W. 9th Street, Chester, Pa.
Mr. George T. Ogle, Pine Tree Road, Townsend, Delaware
Mrs. Pearl Morris, 151 Mitschner Road, Dover, Delaware
Mr. Otley Butler, 3116 W. 9th Street, Chester, Pa.
Mrs. Evelyn Ogle, Pine Tree Road, Townsend, Delaware
Mrs. Altheia Morris, Boulevard Restaurant, Milford, Del.
Mrs. Marie Piepiora, 6636 Perry Avenue, Upper Darby, Pa.
Mr. Bernard Piepiora, 6636 Perry Avenue, Upper Darby, Pa.
Mr. Walter Morris, Boulevard Restaurant, Milford, Delaware
Mr. Vernon Porterfield, 11 Reading Lane, Bethpage, L.I., New York
Mrs. Esther M. Porterfield, 11 Reading Lane, Bethpage, L.I., New York
Mr. Roy Moore, 32 Lawson Avenue, Claymont, Delaware
Mrs. Edna M. Moore, 32 Lawson Avenue, Claymont, Delaware
Mr. James Morris, 5 Caldwell Place, Newark, Delaware
Mrs. Nellie M. Lankford, R.D. #2, Vincentown, N.J. 08088
Mr. Alvin Lankford, R.D. #2, Vincentown, N.J. 08088
Mrs. Elizabeth Montague, 40 Onway Place, Garfield Park, New Castle, Delaware
Mr. Oscar Montague, 40 Onway Place, Garfield Park, New Castle, Delaware
Mrs. Lida Morris, R.D. #2, Middletown, Delaware
Mr. E. Carl Morris, R.D. #2, Middletown, Delaware
Mr. Ralph Crane, 54 Prospect Avenue, Newark, Delaware
Mrs. Margaret M. Crane, 54 Prospect Avenue, Newark, Del.

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE
AREA CODE 301
479-2250

Mrs. Hilda Morris, 5 Caldwell Place, Newark, Delaware
Mr. John Lynch, 414 Pyle Road, Bethel Township, Chadds Ford, Pa.
Mrs. Virginia Lynch, 414 Pyle Road, Bethel Township, Chadds Ford, Pa.
Mrs. Rebecca Hizer, 441 Seven Oak Stride, Clifton Heights, Pa.
Mrs. Elizabeth Kanouse, 129 W. Berkley Street, Clifton Heights, Pa.
Mrs. Violetta Young, 13 W. Baltimore Ave., Clifton Heights, Pa.
Mr. William Kanouse, 129 W. Berkley Street, Clifton Heights, Pa.
Mr. Samuel Young, 13 W. Baltimore Ave., Clifton Heights, Pa.
Mr. Robert Morris, 700 Augustine Street, Bestfield, Wilmington, Del. 19804
Mrs. Juanita Morris, 700 Augustine Street, Bestfield, Wilmington, Del. 19804
Mrs. Lillian Andrews, 10 Maple Street, Marcus Hook, Pa.
Mrs. Elizabeth Morris, 1039 Galbraith Avenue, Boothwyn, Pa. 19062
Mr. Roland Andrews, 10 Maple Street, Marcus Hook, Pa.
Mr. Bernard Morris, 1039 Galbraith Avenue, Boothwyn, Pa. 19062
Mrs. Owen Morris, 4312 Post Road--Trainer, Chester, Pa.
Mr. Kennard Morris, 4312 Post Road--Trainer, Chester, Pa.
Mr. Earl Morris, 151 Mitschner Road, Dover, Delaware
Miss Phyllis Morris, 509 Taylor Avenue, Linwood, Pa.
Mr. Edmund Hizer, 441 Seven Oak Stride, Clifton Heights, Pa.

the letter hereto attached pertaining to each of said individuals and the enclosure hereto attached, all done on November 18, 1966. Also attached is return receipt showing that each of said Defendants duly received the same.

Marvin H. Smith
103 Law Building
Denton, Maryland
479-2250
Attorney for Plaintiffs

Subscribed and sworn to before the undersigned, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, this 30th day of November, 1966.

Virginia D. Towers
Virginia D. Towers
Notary Public

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

Filed Dec. 1. 1966

630

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

27

December Return Day

File No. 4818

Docket C.W.C. No. 1, fol. 207

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

TO: Wilburn R. Morris and Mary Morris, his wife
1137 Sherwood Avenue
Baltimore, Md. 21212

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of _____

December, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Blades and Harry Blades, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
ADDRESS: 103 Law Building
Denton, Maryland 21629
479-2250

NAME: _____

ADDRESS: _____

Charles W. Earl
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 20, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Dec. 5, 1966

Summoned Wilbur R. Morris and Mary Morris his wife and a copy of the Process with a copy of the Bill of Complaint left with each defendant on the 26th day of November 1966 in the presence of Harry Stenhey.

FRANK J. PELZ
Sheriff

Circuit Court For Queen Anne's County

28 EQUITY SUMMONS:

December Return Day

File No. 4818

Docket C.W.C. No. 1, fol. 207

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

TO: Helen M. Johnson and
George W. Johnson, her husband
4324 East Eager Street
Baltimore, Md. 21205

12-3-66
(26)

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of December

_____, next, to answer an action at the suit of

James M. Spence, divorced man, RFD#2, Box 205, Easton, Maryland, George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland, Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland, Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md., 21205, Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa., Nora M. Argo and Richard Argo, her husband, Milford, Delaware, Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware, Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware, Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104, Pauline M. Bladen and Harry Bladen, her husband, Preston, Maryland, Dorothy S. Moore and Claude Moore her husband, P. O. Box 115, Havre de Grace, Md., Plaintiffs,

Issued the 10th day of November 1966

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Marvin H. Smith
103 Law Building
ADDRESS: Denton, Maryland
Phone: 479-2250

NAME: _____

ADDRESS: _____

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 December 20, 1966, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Dec. 6. 1966

Summoned James M. Spence and Helen M. Johnson and a copy of the process with a copy of the Bill of Complaint left with each defendant on the 3th day of December 1966 in the presence of Edward Appel.

FRANK J. PELZ
Sheriff

632

MHS:mcb 12/30/66

29

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
HELEN M. JOHNSON, et al. Defendants	:	CHANCERY NO. 4818
	:	MOTION FOR APPOINTMENT OF GUARDIAN AD LITEM

James M. Spence, et al., Plaintiffs, by Marvin H. Smith, their Attorney, move pursuant to Md. Rule 205e2 the appointment of a Guardian Ad Litem to represent Cynthia Morris, Linda Morris, James Morris, Phyllis Morris, Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, minors. The grounds of the motion are as follows:

1. Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris have been duly summoned.

2. Cynthia Morris, Linda Morris, James Morris and Phyllis Morris are Defendants against whom an Order of Publication has been duly published pursuant to Md. Rule 205.

3. None of said minors has a legal guardian within the jurisdiction of this Court.

Marvin H. Smith
103 Law Building
Denton, Md. 479-2250
Attorney for Plaintiffs

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of December, 1966, before the undersigned, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Marvin H. Smith, Attorney for the Plaintiffs in the above entitled cause and made oath in due form of law that the matters and facts set forth in the aforegoing motion are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Virginia D. Lowers
Notary Public

NOTARIAL SEAL NOTARY PUBLIC CAROLINE COUNTY, MD.

Filed Dec. 19, 1966

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

30

JAMES M. SPENCE, et al.
Plaintiffs

vs

HELEN M. JOHNSON, et al.
Defendants

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY
: CHANCERY NO. 4818

ORDER OF COURT

Upon consideration of the aforegoing petition and affidavit, it is this 20th day of December, 1966, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED, that Edward Turner, Esq. be, and he is, hereby appointed Guardian Ad Litem to represent Cynthia Morris, Linda Morris, James Morris, Phyllis Morris, Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, minors.

Wm. J. Hanley, Jr.
JUDGE

Filed Dec. 20. 1966

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

MHS:esm 1/30/67

31

JAMES M. SPENCE, et al.,	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
HELEN M. JOHNSON, et al.,	:	CHY. NO. 4818
Defendants	:	MILITARY AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of February, 1967, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared James M. Spence, George W. Morris and Edward A. Morris, three of the Plaintiffs in the above entitled cause who identified themselves as being administrators of the estate of Anna R. Cole, late of Caroline County, Maryland, deceased, and each did make oath in due form of law that he is advised and verily believes that Helen M. Johnson and George W. Johson, her husband; Hilda M. Albright and Joseph Albright, her husband; Wilburn R. Morris and Mary Morris, his wife; George W. Morris and Ann Morris, his wife; Earl Morris and Pearl Morris, his wife; Oscar Montague and Elizabeth Montague, his wife; Evelyn Ogle and George T. Ogle, her husband; Edna M. Moore and Roy Moore, her husband; Lillian Andrews and Roland Andrews, her husband; Elizabeth M. Thomas (who died January 27, 1967) and Carvel Thomas, her husband; Catherine M. Moran and Charles Moran, her husband; Walter Morris and Altheia Morris, his wife; Nellie M. Lankford and Alvin Lankford, her husband; Viola Butler and Otley Butler, her husband; Marie Piepiora and Bernard Piepiora, her husband; Bernard Morris and Elizabeth Morris, his wife; Kennard Morris and Gwen Morris, his wife; Virginia Lynch and John Lynch, her husband; Otis Morris and Hope Morris, his wife; Cookman Morris and Eva Morris, his wife; Julia Meredith; Ellen M. Griffin and John Griffin, her husband; Ruth Gulrich and Mathew Gulrich, her husband; E. Carl Morris and Lida Morris, his wife; James Morris and Hilda Morris, his

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

wife; Robert Morris and Juanita Morris, his wife; Margaret M. Crane and Ralph Crane, her husband; Ruth M. Garrow and George Garrow, her husband; Esther M. Porterfield and Vernon Porterfield, her husband; Margaret Spence; Virginia M. Kimbles and William Kimbles, her husband; Lula Mae Massey and Leon Massey, her husband; Elizabeth Kanouse and William Kanouse, her husband; Isabelle Kimbles and Franklin Kimbles, her husband; Marjorie Cronshaw and Price Cronshaw, her husband; Grace M. White; Turner Morris and Ivy Morris, his wife; Stanley Morris and Katherine Morris, his wife; Violetta Young and Samuel Young, her husband; Rebecca Hizer and Edmund Hizer, her husband; Josephine Chance and Grayson Chance, Jr. her husband; William Morris and Ethel Morris, his wife, and Robert Morris and Annalesa Morris, his wife, are not in the military service of the United States of America and have not been in said service for more than ninety (90) days immediately preceding the filing of the bill of complaint in this cause, and said affiant stated that all of said individuals are relatives of said affiants or spouses of relatives.

AS WITNESS my hand and Notarial Seal.

Virginia D. Towers

Virginia D. Towers
Notary Public

Filed Feb. 23 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

636

MHS:mcb 1/31/67

32

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
HELEN M. JOHNSON, et al. Defendants	:	CHANCERY NO. 4818
	:	MOTION FOR DECREE PRO CONFESSO

James M. Spence, et al., Plaintiffs, by Marvin H. Smith, their Attorney, move pursuant to Maryland Rule 310b, for a decree pro confesso against Helen M. Johnson and George W. Johnson, her husband; Hilda M. Albright and Joseph Albright, her husband; Wilburn R. Morris and Mary Morris, his wife; George W. Morris and Ann Morris, his wife; Earl Morris and Pearl Morris, his wife; Oscar Montague and Elizabeth Montague, his wife; Evelyn Ogle and George T. Ogle, her husband; Edna M. Moore and Roy Moore, her husband; Lillian Andrews and Roland Andrews, her husband; Elizabeth M. Thomas and Carvel Thomas, her husband; Catherine M. Moran and Charles Moran, her husband; Walter Morris and Altheia Morris, his wife; Nellie M. Lankford and Alvin Lankford, her husband; Viola Butler and Otley Butler, her husband; Marie Piepiora and Bernard Piepiora, her husband; Bernard Morris and Elizabeth Morris, his wife; Kennard Morris and Gwen Morris, his wife; Virginia Lynch and John Lynch, her husband; Otis Morris and Hope Morris, his wife; Cookman Morris and Eva Morris, his wife; Julia Meredith; Ellen M. Griffin and John Griffin, her husband; Ruth Gulrich and Matthew Gulrich, her husband; E. Carl Morris and Lida Morris, his wife; James Morris and Hilda Morris, his wife; Robert Morris and Juanita Morris, his wife; Margaret M. Crane and Ralph Crane, her husband; Ruth M. Garrow and George Garrow, her husband, Esther M. Porterfield and Vernon Porterfield, her husband; Margaret Spence; Virginia M. Kimbles and William

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

Kimbles, her husband; Lula Mae Massey and Leon Massey, her husband; Elizabeth Kanouse and William Kanouse, her husband; Isabelle Kimbles and Franklin Kimbles, her husband; Marjorie Cronshaw and Price Cronshaw, her husband; Grace M. White; Turner Morris and Ivy Morris, his wife; Stanley Morris and Katherine Morris, his wife; Violetta Young and Samuel Young, her husband; Rebecca Hizer and Edmund Hizer, her husband; Josephine Chance and Grayson Chance, Jr., her husband; William Morris and Ethel Morris, his wife; and Robert Morris and Annalesa Morris, his wife, Defendants, for failure to comply with the requirements as to time for pleading in that said Defendants have all been duly served by the writ of subpoena or notified by publication with copy of said Order of Publication duly forwarded by certified mail, return receipt requested, to said Defendants, as will appear by reference to the proceedings herein and the time for filing their answer or other responsive pleading expired in the case of resident Defendants on December 20, 1966 and in the case of non-resident Defendants on January 16, 1967, and the ~~said~~ pleading has not been filed.

Marvin H. Smith

Marvin H. Smith
103 Law Building
Denton, Md. 479-2250
Attorney for Plaintiffs

Filed Feb 27. 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

33

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
HELEN M. JOHNSON Defendants	:	CHANCERY NO. 4818

DECREE PRO CONFESSO

The Defendants, Helen M. Johnson and George W. Johnson, her husband; Hilda M. Albright and Joseph Albright, her husband; Wilburn R. Morris and Mary Morris, his wife; George W. Morris and Ann Morris, his wife; Earl Morris and Pearl Morris, his wife; Oscar Montague and Elizabeth Montague, his wife; Evelyn Ogle and George T. Ogle, her husband; Edna M. Moore and Roy Moore, her husband; Lillian Andrews and Roland Andrews, her husband; Elizabeth M. Thomas and Carvel Thomas, her husband; Catherine M. Moran and Charles Moran, her husband; Walter Morris and Altheia Morris, his wife; Nellie M. Lankford and Alvin Lankford, her husband; Viola Butler and Otley Butler, her husband; Marie Piepiora and Bernard Piepiora, her husband; Bernard Morris and Elizabeth Morris, his wife; Kennard Morris and Gwen Morris, his wife; Virginia Lynch and John Lynch, her husband; Otis Morris and Hope Morris, his wife; Cookman Morris and Eva Morris, his wife; Julia Meredith; Ellen M. Griffin and John Griffin, her husband; Ruth Gulrich and Matthew Gulrich, her husband; E. Carl Morris and Lida Morris, his wife; James Morris and Hilda Morris, his wife; Robert Morris and Juanita Morris, his wife; Margaret M. Crane and Ralph Crane, her husband; Ruth M. Garrow and George Garrow, her husband; Esther M. Porterfield and Vernon Porterfield, her husband; Margaret Spence; Virginia M. Kimbles and William Kimbles, her husband; Lula Mae Massey and Leon Massey, her husband; Elizabeth Kanouse and William Kanouse, her husband;

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Isabelle Kimbles and Franklin Kimbles, her husband; Marjorie Cronshaw and Price Cronshaw, her husband; Grace M. White; Turner Morris and Ivy Morris, his wife; Stanley Morris and Katherine Morris, his wife; Violetta Young and Samuel Young, her husband; Rebecca Hizer and Edmund Hizer, her husband; Josephine Chance and Grayson Chance, Jr., her husband; William Morris and Ethel Morris, his wife; and Robert Morris and Annalesa Morris, his wife, having been duly served with writ of subpoena or notified by publication and they having failed to file their answer or other responsive pleading within the time therein limited, it is this 3rd day of ~~February~~ March, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that the Bill of Complaint of James M. Spence, et al., be, and it is, hereby taken pro confesso against said Defendants and the papers are referred to one of the Standing Examiners of this Court to take testimony to support the allegations of the Bill.

Leroy B. Rasin, Jr.

JUDGE

Filed March 3. 1967

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JAMES M. SPENCE, ET AL, PLAINTIFFS : IN THE CIRCUIT COURT FOR

vs. : QUEEN ANNE'S COUNTY

HELEN M. JOHNSON, ET AL, DEFENDANTS. : CHANCERY NO. 4818

: : : : :

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Cynthia Morris, Linda Morris, James Morris, Phyllis Morris, Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, infants, under the age of twenty-one years, by EDWARD TURNER, their Guardian Ad Litem, pursuant to an Order of this Honorable Court dated December 20, 1966, to the Bill of Complaint exhibited against them in said cause says:

That these Defendants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted:

Edward Turner

Edward Turner, Guardian Ad Litem

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

I HEREBY CERTIFY, that on this 21st day of March, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD TURNER, the above named Guardian Ad Litem for Cynthia Morris, Linda Morris, James Morris, Phyllis Morris, Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, Infants, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Virginia S. White

Virginia S. White, Notary Public

My commission expires July 1, 1967.

I HEREBY CERTIFY, that a copy of the aforegoing Answer was served on Marvin H. Smith, Solicitor for the Complainants, by mailing a copy of the same to him at his law office at 103 Law Building, Denton, Maryla nd, 21629, this 21st day of March, 1967.

Edward Turner

Edward Turner, Guardian Ad Litem

Filed Mar. 22. 1967

MHS:vdt 3/23/67

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JAMES M. SPENCE, etc., et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
Vs.	:	
	:	IN EQUITY
HELEN M. JOHNSON, et al. Defendants	:	CHANCERY No. 4818
	:	
	:	TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, B. Hackett Turner, Jr., one of the Standing Examiners of the Circuit Court for Queen Anne's County, in Equity, at the request of Marvin H. Smith, Esquire, Solicitor for the Plaintiffs, and in accordance with Maryland Rule 580f met said Solicitor and certain of the Plaintiffs together with certain witnesses in the Bar Library in the Court House at Centreville, Maryland, on the 23rd day of March, 1967, at 1:30 P.M. pursuant to notice, and in accordance with Order of Court passed on the 3rd day of March, 1967, and proceeded to take the following depositions, to wit:

PRESENT: Marvin H. Smith, Solicitor for Plaintiffs
Edward Turner, Guardian Ad Litem
James M. Spence, Plaintiff
George W. Morris, Plaintiff
Edward A. Morris, Plaintiff
T. Layton Brinebrink, Witness for Plaintiffs
James Ferrick, Witness for Plaintiffs
William R. Wilson, III, Witness for Plaintiffs

James M. Spence, a witness of lawful age produced on behalf of the Plaintiffs, after being duly sworn, deposes and says:

EXAMINATION BY MARVIN H. SMITH, ESQ.

Q. Your name is James M. Spence?

A. Yes.

Q. Where do you live Mr. Spence?

A. Easton, Maryland.

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Filed April 4. 1967

Q. What is your address?

A. R.F.D. #2, Box 205.

Q. Now Mr. Spence, did you know Anna R. Cole?

A. Yes, I did.

Q. Was she any kin of yours?

A. Yes, she was an aunt.

Q. Do you know anything about when she died?

A. Yes, May 7, 1966.

Q. Did she leave a will?

A. No, not that I know of.

Q. Did you look for one?

A. Yes, we did.

Q. Where did you look?

A. Through all of her belongings and checked with the banks.

Q. Well as a matter of fact, we made inquiry of every lawyer in Queen Anne's, Talbot, Dorchester and Caroline Counties among everything else didn't we?

A. Yes, we did.

Q. Now Mr. Spence, did Mrs. Cole own any real estate at the time of her death?

A. Yes, she owned a house and 3/4 acre of ground at Starkey's Corner.

Q. All right sir, I hand you here a paper which was filed as Plaintiff's Exhibit A. to the Bill of Complaint and I ask you if you can identify that? Do you know what that is?

A. ----

Q. Well now, this describes a tract of land of .69 acres on the road from Starkey's Corner to Prices Station conveyed by Mary Amanda Cole, does that mean anything to you sir?

A. No.

Q. Well now, is that a certified copy of a deed to her property?

A. Yes.
(Certified copy of deed from Mary Amanda Cole to Charles H. Cole and Anna R. Cole, his wife, dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545 one of the Land Record Books for Queen Anne's County received in evidence marked "Examiner's Exhibit No. 1" and filed)

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Q. Now, who was Charles H. Cole?

A. He was my uncle.

Q. When did he die, sir?

A. In 1933.

Q. All right, who were named the Administrators of the estate of Mrs. Cole?

A. George Morris of Queen Anne, Edward Morris of Henderson and James M. Spence of Easton.

Q. All right, sir, I hand you here, sir, what was filed as Plaintiff's Exhibit B. and ask you if that is a certificate of the appointment of those three individuals as Administrators of the her estate?

A. Yes.
(Certificate of Letters received in evidence marked "Examiner's Exhibit No. 2" and filed)

Q. Where did Mrs. Cole live at the time of her death?

A. At Federalsburg, Maryland.

Q. Now Mr. Spence, do you know the names of the heirs that Mrs. Cole left?

A. Whether they are dead or not?

Q. Well now, let me ask you this, sir, was Lula M. Spence a sister of Mrs. Cole?

A. Yes.

Q. Is Lula M. Spence living?

A. No.

Q. Did she die before or after Mrs. Cole?

A. Before.

Q. Does Lula M. Spence have living children?

A. Yes.

Q. And who are they?

A. Maragret Spence, Dorothy Spence, Woodrow Spence and James Spence.

Q. Now Dorothy Spence would be Dorothy Spence Moore?

A. That is right.

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Q. Did Lula Spence have any children who have died leaving children?

A. No.

Q. Are all of the children of Lula M. Spence of lawful age?

A. Yes.

Q. Which of those parties are married?

A. Dorothy L. Moore.

Q. What is her husband's name?

A. Claude D. Moore.

Q. All right, sir, who else?

A. Woodrow W. Spence.

Q. And his wife's name?

A. Miriam Spence.

Q. Are you married, sir?

A. No, I am divorced.

Q. And Maragret Spence obviously is unmarried?

A. That is right.

Q. Now Mr. Spence, let me ask you this, sir, is this property here susceptible of partition, that is would it be possible to lay off for each one of the heirs a part of it in proportion to his interest?

A. No, I don't think so.

Q. Has the personal estate of Mrs. Cole in the Orphans' Court of Caroline County been closed?

A. No.

Q. Now Mr. Spence, is there anything further you want to say about this matter?

A. No.

Q. Are you content for the young lady to type it up from what has been said here on the Dictaphone and for it to be filed in Court without being submitted to you for your signature?

A. Yes.

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George W. Morris, a witness of lawful age produced on behalf of the Plaintiffs, after being duly sworn, deposes and says:

Q. Now Mr. Morris, state your name, age, residence and occupation?

A. Name is George W. Morris, from Queen Anne, Maryland, farmer and age is 52.

Q. Did you know Anna R. Cole?

A. Yes, she was my aunt.

Q. Do you know when she died?

A. Yes, May 7, 1966.

Q. Where was she living at that time?

A. At Federalsburg, Maryland.

Q. Did she leave a will?

A. None that we could find.

Q. You did look diligently?

A. Yes, we looked everywhere I think.

Q. Now Mr. Morris, whom did she leave as her heirs at law?

A. Well - there is quite a few of them.

Q. Letme put it to you this way. Her husband was Charles H. Cole?

A. Yes.

Q. When did he die, sir?

A. In 1933.

Q. Did she have any children?

A. No.

Q. Any descendants?

A. Just cousins.

Q. Yes, but she had no descendants, in other words she never had any children?

A. No.

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Q. She left to survive her the children of her deceased brothers and sisters, is that correct?

A. Yes.

Q. All right, can you tell me who they were?

A. I can read some of them off of this paper.

Q. All right, sir, if you think this is correct. Now William Morris was a half brother, is that right?

A. Yes.

Q. Is William Morris living or dead?

A. He is dead.

Q. Did he die before or after Mrs. Cole?

A. Before.

Q. Who were his children?

A. Helen Johnson, Hilda Albright, Wilburn Morris, George Morris, Violet Miller, Earl Morris, Mary Montague and Wilson Morris.

Q. Of those, Mary Montague and Wilson Morris are both deceased?

A. Yes.

Q. Did they leave children?

A. Yes, Mary Montague left two children who are Oscar Montague and Evelyn Ogle.

Q. Did Wilson Morris leave children?

A. Yes, he left three children, Cynthia Morris, Linda Morris and James George Morris.

Q. All right, Walter Morris was a half brother?

A. Yes, he was a half brother.

Q. Did he die before or after Mrs. Cole?

A. Before.

Q. What children did he leave?

A. Edna Moore, Mildred Martin, Lillian Andrews, Elizabeth Thomas, Catherine Moran, Nora Argo, Gladys Lofland, Louise Jester and Walter Morris.

Q. Now then, are they all living?

A. Yes.

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Q. Is Roland Morris a half brother?

A. Yes, he was a half brother.

Q. Is he living or dead?

A. He is dead.

Q. Did he die before or after Mrs. Cole?

A. Before.

Q. Who are his children?

A. His children are Nellie Lankford, Viola Butler, Marie Peipiora, Bernard Morris, Kennard Morris.

Q. Did he have a son who was Roland Morris, Jr?

A. Yes, he is dead.

Q. And who are his children?

A. Virginia Lynch and Phyllis Morris.

Q. She had a brother who was Otis Morris?

A. Yes, that was my father.

Q. And what children did he leave?

A. Well that is George W. Morris, Otis Morris, Cookman Morris, Julia Meredith, Ellen Griffin and Ruth Gulrich.

Q. Now I take it that your father is dead?

A. Yes.

Q. All right, Raymond Morris was a brother of Mrs. Cole?

A. Yes.

Q. Is he living or dead?

A. Dead.

Q. Did he die before or after she did?

A. Before.

Q. Who are his children?

A. Carl Morris, James Morris, Robert Morris, Margaret Crane, Ruth Garrow, Esther Porterfield.

Q. Are they living?

A. Yes.

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Q. Lula Spence, well we just talked about her.

A. We just had her.

Q. What Mr. Spence has said relative to those is correct?

A. Yes.

Q. Now Clark Morris was a brother?

A. Yes, brother.

Q. Living or dead?

A. He is dead.

Q. Did he die before or after Mrs. Cole?

A. Before.

Q. Who were his children?

A. Virginia Kimbles, Lula Mae Massey, Elizabeth Kanouse and Isabelle Kimbles.

Q. Are they all living?

A. Yes, they are all living.

Q. Turner Morris was another brother?

A. Yes, he was a brother.

Q. Is he living or dead?

A. He is dead.

Q. Did he die before or after Mrs. Cole?

A. He died before.

Q. Who were his children?

A. Pauline Blades, Marjorie Cronshaw, Grace White and Turner Morris.

Q. Are they all living?

A. Yes, they are all living.

Q. Now Elwood Morris was another brother?

A. Yes, he was another brother.

Q. Is he living or dead?

A. He is dead.

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Q. Did he die before or after Mrs. Cole?

A. Before.

Q. Who are his children?

A. There is Stanley Morris, Edward Morris, Violetta Young, Rebecca Hizer, Joseph Chance, William Morris and Robert Morris. Then Elmer Morris, a son who is deceased.

Q. Who were his children?

A. Well he had four children, Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris.

Q. This Elmer Morris died before or after Mrs. Cole?

A. He died before.

Q. Now Mr. Morris, I note here that I failed to ask you with reference to these other people who, rather if they died leaving children, Mary Montague daughter of William Montague, did Mrs. Montague die before or after Mrs. Cole?

A. Before.

Q. And Wilson Morris, son of William Morris, did he die before or after Mrs. Cole?

A. He died before.

Q. And Roland Morris, Jr., did he die before or after Mrs. Cole?

A. He died before.

Q. Let's talk about marital status here. Mr. Spence is a divorced man and your wife is Mary C. Morris?

A. No, it is Mary A. Morris.

Q. Mary A. Morris, well I have it wrong in the caption, is that right?

A. That is right.

Q. All right, sir, tell me about the other parties here, who their spouses are, Alverta Morris is the wife of Edward Morris, is that right?

A. Edward Morris, yes, that is right.

Q. Now tell me with reference to each of the others who the spouses are?

A. Well John Miller is the husband of Violet Miller and Robert Martin is the husband of Mildred Martin, Richard Argo is the husband of Nora Argo, Joseph Lofland is the husband of Gladys Lofland, Charles Jester is the husband of Louise Jester,

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Miriam Spence is the wife of - Woodrow Spence is the husband of Miriam Spence. Harry Blades is the husband of Pauline Blades. Dorothy Moore is the wife of Claude Moore. Do you want me to go on?

Q. Yes, please.

A. George Johnson is the husband of Helen Johnson. Joseph Albright is the husband of Hilda Albright. Mary Morris is the wife of Wilburn Morris. Ann Morris is the wife of George Morris. Pearl Morris is the wife of Earl Morris. Elizabeth Montague is the wife of Oscar Montague. Evelyn Ogle is the wife of George Ogle. Cynthia Quinby Morris is single. Linda Morris is single. James George Morris is single. Roy Moore is the husband of Edna Moore. Roland Andrews is the husband of Lillian Andrews. Carvel Thomas is the husband of Elizabeth Thomas. Charles Moran is the husband of Catherine Moran. Altheia Morris is the wife of Walter Morris. Alvin Lankford is the husband of Nellie Lankford. Otley Butler is the husband of Viola Butler. Bernard Piepiora is the husband of Marie Piepiora. Bernard Morris is the husband of Elizabeth Morris. Gwen Morris is the wife of Kennard Morris. Virginia Lynch is the wife of John Lynch. Phyllis Morris is a single woman. Hope Morris is the wife of Otis Morris. Eva Morris is the wife of Cookman Morris. Julia Meredith is a widow. Ellen Griffin is the wife of John Griffin. Ruth Gulrich is the wife of Matthew Gulrich. Lida Morris is the wife of Carl Morris. Hilda Morris is the wife of James Morris. Juanita Morris is the wife of Robert Morris. Ralph Crane is the husband of Margaret Crane. George Garrow is the husband of Ruth Garrow. Vernon Porterfield is the husband of Esther Porterfield. Of course, Margaret Spence is a single woman. Bill Kimbles or William Kimbles is the husband of Virginia Kimbles. Lula Mae Massey is the wife of Leon Massey. William Kanouse is the husband of Elizabeth Kanouse. Isabelle Kimbles is the wife of Franklin Kimbles. Marjorie Cronshaw is the wife of Price Cronshaw. Of course, Grace White is a widow. Ivy Morris is the wife of Turner Morris. Katherine Morris is the wife of Stanley Morris. Samuel Young is the husband of Violetta Young. Edmund Hizer is the husband of Rebecca Hizer. Grayson Chance, Jr. is the husband of Josephine Chance. Ethel Morris is the wife of William Morris. Annalesa Morris is the wife of Robert Morris. Of course, Debbie Morris is a minor. Barry Morris is a minor. Barbara Joe Morris is a minor. Robin Morris is a minor.

Q. Are they married?

A. No, they are minors.

Q. Well, I know some -

A. No, they are not married.

Q. All right, sir, now let me see, Cynthia Morris and Linda Morris and James Morris are minors, children of Wilson Morris, is that right?

A. Yes, they are all minors.

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Q. Phyllis Morris, daughter of Roland, Jr. is a minor, I believe.

A. She is 18 but I believe you consider her a minor until she is 21.

Q. Now Mr. Morris, is this property susceptible of partition, that is would it be possible to lay off a part of it for each one of these heirs in proportion to their interest?

A. No, I don't think so. I would say not.

Q. What kind of improvements are on the property?

A. Well there is no too much improvements on it. Actually -

Q. It does have a house on it don't it?

A. Yes, a house and then there is a shed on it and some dog houses and I don't know whether they go with the property or not. I wouldn't think they did.

Q. Do you want the property sold?

A. I do, yes.

Q. Now Mr. Morris, is there anything further that you want to say about this case?

A. Nothing that I can think of right now.

Q. Are you content for the young lady to type up your testimony from what has been recorded on the Dictaphone and for it to be filed in Court without being presented to you for your signature?

A. Yes, that will be all right.

Edward A. Morris, a witness of lawful age produced on behalf of the Plaintiffs, after being duly sworn, deposes and says:

Q. Now Mr. Morris, state your name, age, residence and occupation?

A. Edward A. Morris, age 51, farming.

Q. And you live in Henderson?

A. I live in Queen Anne County, but have a Henderson address.

Q. Well that Henderson post office is something like the Federalsburg post office, it takes in two or three counties and two or three states. Is that right?

A. That is right.

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Q. Now Mr. Morris, did you know Anna R. Cole?

A. Yes, I did.

Q. She was your aunt?

A. That is right.

Q. You are one of the Administrators of her estate?

A. That is right.

Q. You have listened to the testimony of Mr. Spence and Mr. George Morris?

A. Right.

Q. You have participated in tracing down the genealogy of the Cole heirs here?

A. That is right.

Q. Do you endorse what Mr. George Morris has said as to the identity of the heirs here?

A. I do.

Q. Don't think he has left any out?

A. No, I don't think so.

Q. Has Mrs. Cole's estate been closed in the Orphans' Court of Caroline County?

A. No.

Q. Do you think the property is susceptible of partition, that is would it be possible to lay off a piece here for each one of the heirs in proportion of their interest?

A. No.

Q. Is there anything further that you want to say about this case?

A. No, there is no more that I can think of.

Q. Are you content for it to be filed in Court, typed up by the young lady from what has been said here on the Dictaphone and be filed without it being submitted to you for signature first?

A. I would.

T. Layton Brinebrink, a witness of lawful age produced on behalf of the Plaintiffs, after being duly sworn, deposes and says:

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Q. Now your name is T. Layton Brinebrink?

A. That is right.

Q. And where do you live, Mr. Brinebrink?

A. Centreville, Maryland.

Q. And what is your occupation, sir?

A. Farming.

Q. Do you know this little tract of land that Mrs. Cole owned at the time of her death?

A. Yes, I know it.

Q. Where is it located with reference to where you live, sir?

A. Well it is about 8 miles from me, located at Starkey's Corner.

Q. How long have you known that particular property?

A. I would say 4 years.

Q. You have been following real estate values in Queen Anne's County?

A. No.

Q. Oh, you haven't.

A. I am no authority on that.

Q. Well you are familiar with farm prices in Queen Anne's County?

A. Yes, somewhat.

Q. The price of homes?

A. Yes.

Q. Well now, how long have you been keeping tab on that sort of thing?

A. Well maybe 20 years.

Q. What in your opinion is the present fair market value of that property?

A. I would say $3500.00 to $4000.00.

Q. Is the property susceptible of partition, that is would it be possible to lay off for each one of these heirs a little piece of it in proportion to their interest in the property?

A. No, I don't think that is possible.

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Q. Are you content for the young lady to type up the testimony here from what has been recorded on the Dictaphone and for it to be filed in Court without being presented to you for your signature?

A. Yes.

James Ferrick, a witness of lawful age produced on behalf of the Plaintiffs, after being duly sworn, deposes and says:

Q. Now your name is James Ferrick?

A. That is right.

Q. And where do you live, Mr. Ferrick?

A. Between here and Queenstown.

Q. How long have you been living in Queen Anne's County?

A. All my life.

Q. How long is that, sir?

A. Soon be 82 years.

Q. Did you know Anna Cole?

A. Yes.

Q. Are you familiar with her home, sir?

A. No.

Q. You have been up there - or been by the property from time to time - know that it is about an acre of land and you know what kind of buildings are on it. How long have you been following real estate values in Queen Anne's County?

A. Not very long.

Q. I expect about 80 years - or about 60 years. You do keep in touch with what property sells for in this County haven't you?

A. Yes, sir.

Q. All right, sir, what do you figure that property is worth, Mr. Ferrick? The present fair market value?

A. Well I think it should be around $4000.00.

Q. Is it susceptible of partition, that is would it be possible to lay off for each one of these heirs a little hunk of it in proportion to their interest?

A. There is hardly enough room there for them to stand on.

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Q. Are you content for what you have said here, sir, to be typed up by the young lady and it filed in Court without being presented to you for signature?

A. Yes.

William R. Wilson, a witness of lawful age produced on behalf of the Plaintiffs, after being dulysworn, deposes and says:

Q. Now your name is William R. Wilson?

A. Yes.

Q. And where do you live?

A. I live at Ingleside. I am a realtor and have been associated with real estate work for the last 20 years.

Q. Have you - or are you familiar with the Anna R. Cole property?

A. I know where it is located, I have not examined the house, but I do know where the property is and I don't know the exact amount of land or anything.

Q. Well now, I show you here, sir, what has been filed in evidence as Examiner's Exhibit No. 1 which is the deed for this property comprising approximately .65 acres of land, would this refresh your recollection, sir?

A. Yes, I know where the property is. I have been by there a number of times.

Q. What do you regard as the present fair market value?

A. I understand that there is no bath in the house and in that vicinity I would say from $3500.00 to $4000.00 would be the going price.

Q. Is the property susceptibile of partition, that is would it be possible to take this land and lay it off for each one of these heirs in proportion to his or her interest in it?

A. In the first place zoning would prohibit it.

Q. Mr. Wilson, are you content for what you have said here sir, to be typed up by the young lady from the Dictaphone and filed in Court without it being submitted to you for your signature?

A. Yes, sir, that is definitely all right.

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

There being no further witnesses produced, at the request of Marvin H. Smith, Esquire, Solicitor for the plaintiffs, I herewith close this commission and return the same to the Clerk of the Circuit Court for Queen Anne's County this 4th day of April, 1967.

B. Hackett Turner
B. Hackett Turner
Examiner

COSTS OF COMMISSION

B. Hackett Turner, Examiner, one day	$ 10.00
Virginia D. Towers, Clerk to Examiner, one day	7.50
James M. Spence, Witness fee, one day	1.00
George W. Morris, Witness fee, one day	1.00
Edward A. Morris, Witness fee, one day	1.00
T. Layton Brinebrink, Witness fee, one day	1.00
James Ferrick, Witness fee, one day	1.00
William R. Wilson, III, Witness fee, one day	1.00

Filed April 4, 1967

1 & 2
Examiner's Exhibits/were filed on November 10, 1966, as Plaintiffs' Exhibits "A" & "B".

LAW OFFICES
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103 LAW BUILDING
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AREA CODE 301
479-2250

MHS:nop 4/6/67

36

JAMES M. SPENCE, et al.	:	IN THE CIRCUIT COURT
Plaintiffs	:	
Vs.	:	FOR QUEEN ANNE'S COUNTY
	:	
HELEN M. JOHNSON, et al.	:	IN EQUITY
	:	
Defendants	:	CHANCERY NO. 4818

The above case standing ready for hearing and being submitted without argument, and the proceedings being read and considered--

It is thereupon this 17th day of April in the year nineteen hundred and sixty-seven by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof ADJUDGED, ORDERED AND DECREED: That the land situate in the Second Election District of Queen Anne's County at Starkey's Corner on the North side of the public road leading from Starkey's Corner to Price's Station and more particularly described in deed from Mary Amanda Cole unto Charles H. Cole and Anna R. Cole, his wife, dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, and being the property mentioned in the proceedings be sold, that Marvin H. Smith be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Four Thousand ($4000.00) Dollars, if a corporate bond be given, or double that amount if a personal bond be given, 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 some newspaper or newspapers published in Queen Anne's

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County at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to the sale and the last such publication to be not more than one week prior to sale, and such other notice as he shall think proper, of the time, place, manner, and terms of sale, which shall be one-third cash, the balance payable upon ratification of sale, or all cash at the option of the purchaser or purchasers, and the unpaid balance to be secured to the satisfaction of the Trustee and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, and

It is further ORDERED that Marvin H. Smith, Trustee as aforesaid, be and he is, hereby directed to give notice to the creditors of Anna R. Cole, deceased, to file their claims pursuant to the provisions of Code (1957), Art. 93, sec. 124, and the rule of this court relating to such notices.

Filed April 17, 1967

Thos J. Keating Jr
JUDGE

LAW OFFICES
OF
MARVIN H. SMITH
108 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

RECEIVED FOR RECORD May 1, 1967 - LIBER 1 PAGE 188

Bond No. N-80B332

Trustee's Bond

37

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Marvin H. Smith, Denton, Maryland as principal,

and Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and No Cents ($4,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 24th day of April in the year of our Lord one thousand nine hundred and Sixty-Seven

WHEREAS, the above bounden Marvin H. Smith Queen Anne's County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property as

mentioned in the proceedings in the case of James M. Spence, etal

vs.

Helen M. Johnson, etal

now pending in said Court; being Chancery No. 4818.

Now the Condition of the above Obligation is such.

THAT IF THE ABOVE BOUNDEN Marvin H. Smith 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

BY: (SEAL)
Marvin H. Smith

(SEAL)

(SEAL)
Company

Hartford Accident and Indemnity (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Joan D. Werneke, Witness

Frank A. Senatore, Attorney-in-Fact Corporate Seal

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of CONNECTICUT does hereby constitute and appoint CONRAD O. NUNLEY, R. W. MULDOON, FRANK A. SENATORE, TERENCE R. BLACKWOOD, THOMAS W. CLAGGETT, III, and JANICE L. WARNER, 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~~ Queen Anne's County, 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 HARTFORD ACCIDENT AND INDEMNITY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 24th day of April, 1967

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Corporate Seal

ATTEST:

By: R. E. Young - *Vice President*

Gertrude M. Schroeder, *Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

April 27, 1967 HARTFORD ACCIDENT AND INDEMNITY COMPANY

Gertrude M. Schroeder *Assistant Secretary*

Corporate Seal

Security approved &
Bond filed May 1, 1967

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 188, 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 1st. day of May in the year nineteen hundred and sixty-seven.

Charles W. Cecil
Clerk

MARVIN H. SMITH
Attorney
103 Law Building
Denton. Marvland

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

Chancery No. 4818

Order Of Publication

James M. Spence, divorced man, RFD No. 2, Box 205, Easton, Maryland; George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland; Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland; Violet Miller and John Miller, her husband, 5119 Wright Avenue, Baltimore, Md. 21205; Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa.; Nora M. Argo and Richard Argo, her husband, Milford, Delaware; Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware; Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware; Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104; Pauline M. Blades and Harry Blades, her husband, Preston, Maryland; Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs

vs

Helen M. Johnson and George W. Johnson, her husband, 4324 East Eager Street, Baltimore, Md. 21205; Hilda M. Alhright and Joseph Alhright, her husband, 2914 E. Madison Street, Baltimore, Md. 21205; Wilburn R. Morris and Mary Morris, his wife, 1137 Sherwood Avenue, Baltimore, Md. 21212; George W. Morris and Ann Morris, his wife, 410 Lenwood Drive, Costa Mesa, California; Earl Morris and Pearl Morris ,his wife, 151 Mitschner Road, Dover Delaware; Oscar Montague and Elizabeth Montague, his wife, 40 Onway Place, Garfield Park, New Castle, Delaware Evelyn Ogle and George T. Ogle, her husband, Pine Tree Road, Townsend, Delaware; Cynthia Quinhy Morris, single woman, 1453½ Mansfield Hollywood, California; Linda Morris, single woman, 1453½ Mansfield, Hollywood, California; James George Morris, single man, 1453½ Mansfield, Hollywood, California; Edna M. Moore and Roy Moore, her husband, 32 Lawson Avenue, Claymont, Delaware; Lillian Andrews and Roland Andrews, her husband, 10 Maple Street, Marcus Hook, Pa.; Elizabeth M. Thomas and Carvel Thomas, her husband, 620 New York Avenue, Claymont, Delaware; Catherine M. Moran and Charles Moran, her husband, 620 New York Avenue, Claymont, Delaware; Walter Morris and Altheia Morris, his wife, Boulevard Restaurant, Milford, Delaware; Nellie M. Lankford and Alvin Lankford, her husband, R.D. No. 2, Vincentown, N. J. 08088; Viola Butler and Otley Butler, her husband, 3116 W. 9th Street, Chester, Pa.; Marie Piepiora and Bernard Piepiora, her husband, 6636 Perry Avenue, Upper Darby, Pa.; Bernard Morris and Elizabeth Morris, his wife, 1039 Galbraith Avenue, Boothwyn, Pa. 19062; Kennard Morris and Gwen Morris, his wife, 4312 Post Road—Trainer, Chester, Pa.; Virginia Lynch and John Lynch, her husband, 414 Pyle Road, Bethel Township, Chadds Ford, Pa.; Phyllis Morris, single woman, 509 Taylor Avenue, Linwood, Pa.; Otis Morris and Hope Morris, his wife, Centreville, Md. Cookman Morris and Eva Morris, his wife, Ridgely, Maryland; Julia Meredith, widow, 2624 Wycliffe Rd., Baltimore, Md. 21234; Ellen M. Griffin and John Griffin, her husband, Ridgely, Maryland; Ruth Gulrich and Mathew Gulrich, her husband, Henderson, Maryland; E. Carl Morris and Lida Morris, his wife, R.D. No. 2, Middletown, Delaware; James Morris and Hilda Morris, his wife, 5 Caldwell Place, Newark, Delaware; Robert Morris and Juanita Morris, his wife, 700 Augustine Street, Bestfield, Wilmington, Del. 19804; Margaret M. Crance and Ralph Crane, her husband, 54 Prospect Avenue, Newark, Delaware; Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, N.Y.; Esther M. Porterfield and Vernon Porterfield, her husband, 11 Reading Lane, Bethpage, L.I., New York, Margaret Spence, single woman, P.O. Box 205, Easton Maryland; Virginia M. Kimbles and William Kimbles, Centreville, Maryland; Lula Mae Massey and Leon Massey, her husband, Church Hill, Md.; Elizabeth Kanouse and William Kanouse, her husband, 129 W. Berkley, Street, Clifton Heights, Pa.; Isabelle Kimbles and Franklin Kimbles, her husband, R.D. No. 3, Chestertown, Md.; Marjorie Cronshaw and Price Cronshaw, her husband, Centreville, Md.; Grace M. White, widow, 1554 Upshire Road, Baltimore 18, Md.; Turner Morris and Ivy Morris, his wife, Church Hill, Md.; Stanley Morris and Katherine Morris, his wife, Greensboro, Md.; Violetta Young and Samuel Young, her husband, 13 W. Baltimore, Avenue, Clifton Heights, Pa.; Rebecca Hizer and Edmund Hizer, her husband, 441 Seven Oak Stride, Clifton Heights, Pa.; Josephine Chance and Grayson Chance, Jr., her husband, R.D. No. 3, Centreville, Md.; William Morris and Ethel Morris, his wife, Church Hill, Md. 21623; Robert Morris and Annalesa Morris, his wife, Ingleside, Md. 21644; Debbie Morris c/o Mrs. Elmer Morris, Sudlersville, Md.; Barry Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; Barbara Jo. Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; Robin Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; The unknown heirs, devisees or personal representatives of William Morris, deceased; The unknown heirs, devisees or personal representatives of Mary M. Montague, deceased; The unknown heirs, devisees or personal representatives of Wilson Morris, deceased; The unknown heirs, devisees or personal representatives of Walter Morris, deceased; The unknown heirs, devisees or personal representatives of Roland Morris, deceased; The unknown heirs, devisees or personal representatives of Roland Morris, Jr., deceased; The unknown heirs, devisees or personal representatives of Otis Morris, deceased; The unknown heirs, devisees or personal representatives of Raymond Morris, deceased; The unknown heirs, devisees or personal representatives of Lula M. Spence, deceased; The unknown heirs, devisees or personal representatives of Clark Morris, deceased; The unknown heirs, devisees or personal representatives of Turner Morris, deceased; The unknown heirs, devisees or personal representatives of Elwood Morris, deceased; and The unknown heirs, devisees or personal representatives of Elmer Morris, deceased, Defendants

This is to give notice that on the 10th day of November, 1966, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

George W. Morris and Ann Morris, his wife, 410 Lenwood Drive, Costa Mesa, California; Earl Morris and Pearl Morris, his wife, 151 Mitschner Road, Rover, Delaware; Oscar Montague and Elizabeth Montague, his wife, 40 Onway Place, Garfield Park, New Castle, Delaware; Evelyn Ogle and George T. Ogle, her husband, Pine Tree Road, Townsend, Delaware; Cynthia Quinhy Morris, single woman, 1453½ Mansfield, Hollywood, California; Linda Morris, single woman, 1453½ Mansfield, Hollywood, California; James George Morris, single man, 1453½ Mansfield, Hollywood, California; Edna M. Moore and Roy Moore, her husband, 32 Lawson Avenue, Claymont, Delaware; Lillian Andrews and Roland Andrews, her husband, 10 Maple Street, Marcus Hook, Pa.; Elizabeth M. Thomas and Carvel Thomas, her husband, 620 New York Avenue, Claymont, Delaware; Catherine M. Moran and Charles Moran, her husband, 620 New York Avenue, Claymont,Delaware; Walter Morris and Altheia Morris, his wife, Boulevard Restaurant, Milford, Delaware; Nellie M. Lankford and Alvin Lankford, her husband, R.D. No. 2, Vincentown, N. J.; Viola Butler and Otley Butler, her husband, 3116 W. 9th Street, Chester, Pa.; Marie Piepiora and Bernard Piepiora, her husband 6636 Perry Avenue, Upper Darby, Pa.; Bernard Morris and Elizabeth Morris, his wife, 1039 Galbraith Avenue, Boothwyn, Pa.; Kennard Morris and Gwen Morris, his wife, 4312 Post Road—Trainer, Chester, Pa.; Virginia Lynch and John Lynch, her husband, 414 Pyle Road, Bethel, Township, Chadds Fords, Pa.; Phyllis Morris, single woman, 509 Taylor Avenue, Linwood, Pa.; E. Carl Morris and Lida Morris, his wife, R.D. No. 2, Middletown, Delaware; James Morris and Hilda Morris, his wife, 5 Caldwell Place, Newark, Delaware; Robert Morris and Juanita Morris, his wife, 700 Augustine Street, Bestfield, Wilmington, Delaware; Margaret M. Crane and Ralph Crane, her husband, 54 Prospect Avenue, Newark, Delaware; Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, N.Y.; Esther M. Porterfield and Vernon Porterfield, her husband, 11 Reading Lane, Bethpage, L.I., New York; Elizabeth Kanouse and William Kanouse, her husband, 129 W. Berkley Street, Clifton Heights, Pa.; Violetta Young and Samuel Young, her husband, 13 W. Baltimore Avenue, Clifton Heights, Pa.; and Rebecca Hizer and Edmund Hizer, her husband, 441 Seven Oak Stride, Clifton Heights, Pa.;

And against the unknown heirs, devisees or personal representatives of William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased; Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased.

The Bill alleges in substance that Mary Amanda Cole conveyed unto Charles H. Cole and Anna R. Cole, trict of Queen Anne's County on the North side of public road leading from Starkey's Corner to Price Station, as will more fully and at large appear hy reference to certified copy of said deed filed therewith marked "Plaintiffs' Exhibit A" and prayed to be taken as a part thereof; title to said land vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her; the said Anna R. Cole died intestate on May 7, 1966, seized and possessed of said property; said Anna R. Cole left to survive her as her sole heirs at law the following:

a. Children of William Morris, deceased half brother: Helen M. Johnson, Hilda M. Albright, Wilburn R. Morris, George W Morris, Violet M. Miller, Earl Morris.

his wife, hy deed dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, land therein described comprising .69 acres of land at Starkey's Corner in the Second Election Dis-

Children of Mary M. Montague, deceased daughter of said William Morris, Oscar Montague, Evelyn Ogle.

Children of Wilson Morris, deceased son of said William Morris: Cynthia Quinhy Morris, Linda Morris, James George Morris.

h. Children of Walter Morris, deceased half brother: Edna M. Moore, Mildred M. Martin, Lillian M. Andrews, Elizabeth M. Thomas, Catherine M. Moran, Nora M. Argo, Gladys M. Lofland, Louise M. Jester, Walter Morris.

c. Children of Roland Morris, deceased half brother: Nellie M. Lankford, Viola M. Butler, Marie M. Peipiora, Bernard Morris, Kennard Morris. Children of Roland Morris, Jr., a deceased son of the said Roland Morris: Virginia M. Lynch, Phyllis Morris.

d. Children of Otis Morris, a deceased brother: George W. Morris, Otis Morris, Cookman Morris, Julia M. Meredith, Ellen M. Griffin, Ruth M. Gulrich.

e. Children of Raymond Morris, a deceased brother: E. Carl Morris, James Morris, Robert Morris, Margaret M. Crane, Ruth M. Garrow, Esther M. Porterfield.

f. Children of Lula M. Spence, a deceased sister: Woodrow Spence, Dorothy S. Moore, James M. Spence, Margaret Spence.

g. Children of Clark Morris, a deceased brother: Virginia M. Kimbles, Lula Mae Massey, Elizabeth Kanouse, Isabelle M. Kimhles.

h. Children of Turner Morris, a deceased brother: Pauline M. Blades, Marjorie M. Cronshaw, Grace M. White. Turner Morris.

i. Children of Elwood Morris, a deceased brother: Stanley Morris, Edward Morris, Violetta M. Young, Rebecca M. Hizer, Josephine M. Chance, William Morris, Robert Morris.

Children of Elmer Morris, a deceased son of the said Elwood Morris: Debbie Morris, Barry Morris, Barbara Jo Morris, Robin Morris;

where married the names of the spouses of the parties are shown in the caption of said Bill of Complaint and this Order of Publication and otherwise the marital status is as shown in said caption; letters of Administration on the personal estate of said Anna R. Cole have been granted hy the Orphans' Court of Caroline County unto the said George W. Morris, Edward A. Morris and James M. Spence, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part thereof; the personal estate of the said Anna R. Cole has not he closed in tho Orphans' Court of Caroline County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age except the aforementioned Cynthia Morris, Linda Morris and James Morris, children of Wilson Morris, a deceased son of William Morris, a deceased brother of Anna R. Cole; Phyllis Morris, daughter of Roland Morris, Jr., deceased son of Roland Morris, deceased half-brother of the said Anna R. Cole; and Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, children of Elmer Morris, deceased son of Elwood Morris, a deceased brother of the said Anna R. Cole.

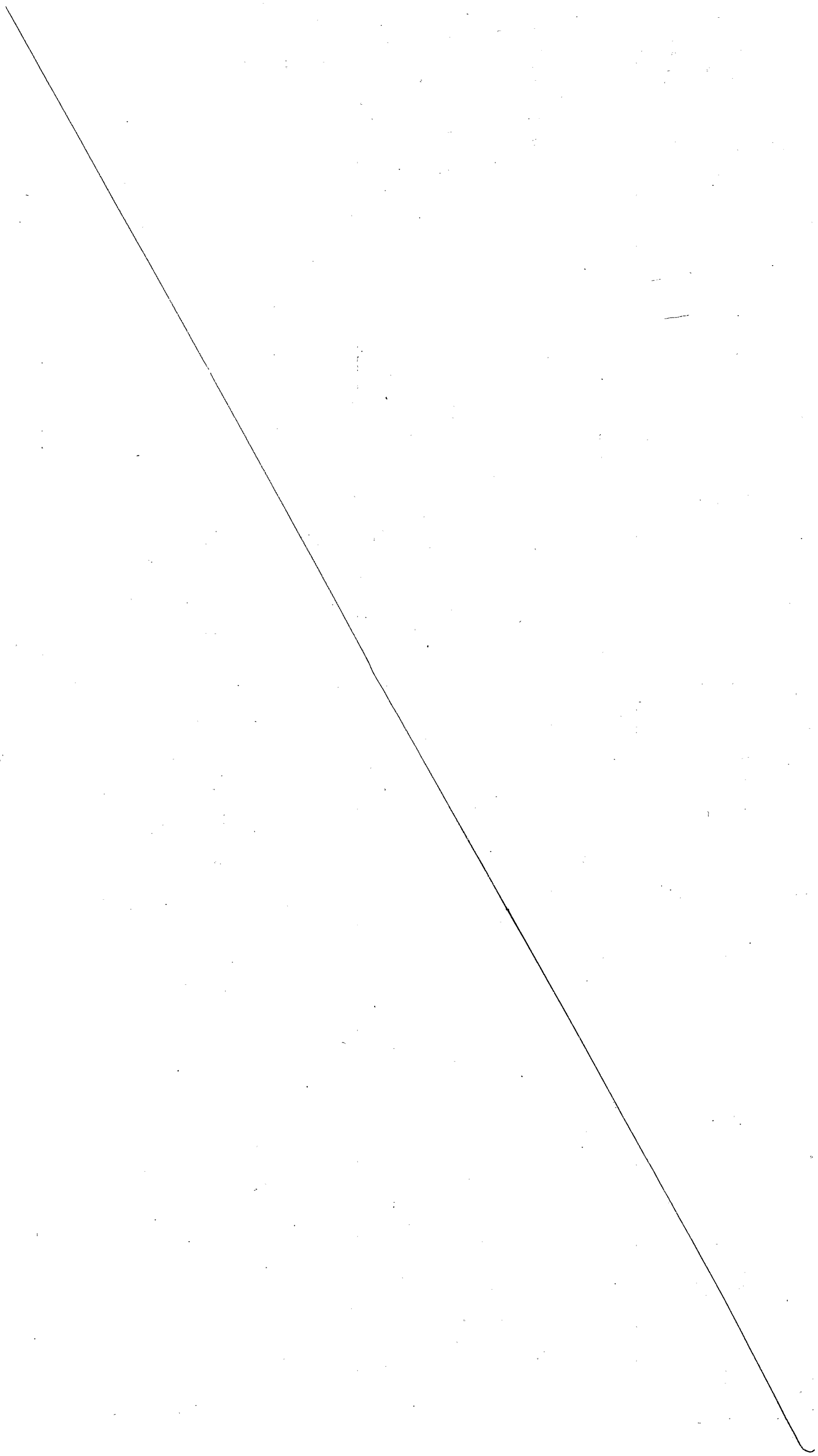
The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

WHEREUPON, it is ORDERED hy the Circuit Court for Queen Anne's County this 10th day of November, 1966, that the Plaintiffs cause a copy of this Order to be inserted in a newspaper published in Queen Anne's County once a week in each of four successive weeks before the 15th day of December, 1966, giving Notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased, Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased: of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 16th day of January, 1967, why a decree should not be passed as prayed.

CHARLES W. CECIL
Clerk

True Copy
Filed Nov. 10, 1966
Test: Charles W. Cecil, Clerk

4t-12-8



Q 38

Queen Anne's

RECORD-OBSERVER

Centreville, Md., Jan 12 67

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication

in the case/~~matter~~ of Chancery No 4818

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 15 day of Dec, 1966 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of Nov 1966, and the last insertion on the 8 day of Dec, 1966

THE RECORD-OBSERVER CORPORATION

By Mary Lou Walters

Filed May 16, 1967

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39

JAMES M. SPENCE, etc., et al.

Plaintiffs

Vs.

HELEN M. JOHNSON, et al.

Defendants

IN THE CIRCUIT COURT

QUEEN ANNE'S

FOR ~~CAROLINE~~ COUNTY

IN EQUITY, No. 4818

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin H. Smith

Trustee , in the above entitled cause, respectfully shows:

First: That by a Decree of this Honorable Court, passed in the above entitled cause on the 18th day of April, 1967, he was duly appointed Trustee, to sell the property decreed to be sold in said cause.

Second: That, after having given bond as required by law and said Decree, with suret approved by the Clerk of the Circuit Court for ~~CAROLINE~~ Queen Anne's County, and after having given more than three weeks' 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 ~~Caroline~~ Queen Anne's County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your Trustee did attend at public sale, at the Court House door, in the town of Centreville, Maryland, on Tuesday, May 16, 1967, between the hours of 2:00 and 3:00 o'clock P. M., and did then and there offer and expose all the right, title, interest and estate at law and in equity, of all the parties to the aforesaid cause, of, in and to the property therein mentioned to the highest bidder, said property being described as follows:

"ALL that lot or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price Station and adjoining the lands of Benjamin Carter, James Starkey and Mary A. Cole, this tract of land being a part of the Cole Tract, and is contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter lot and running with the Carter lot, North 53 degrees 15 minutes East, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot, North 36 degrees West, 144 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, South 51 degrees 45 minutes West, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, South 36 degrees 15 minutes East, 145 feet and 5 inches, containing SIXTY-NINE ONE HUNDREDTHS OF AN ACRES OF LAND, (.69 Acres of land), being the same land described in a deed from Mary Amanda Cole unto Charles H. Cole and Anna R. Cole, his wife, dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, title having vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her.

The highest price offered at public sale was $500.00, which your trustee regarded as inadequate. Therefore, he made no sale. He thereafter sold same at private sale.

Your Trustee then and there sold the said property to Louis E. Williams and Joyce C. Williams, his wife, at private sale, being the highest bidder therefor, at the sum of two thousand dollars ($ 2000.00), and said purchasers have satisfactorily complied with the terms of sale.

Respectfully submitted,

Marvin H. Smith

Trustee

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

I HEREBY CERTIFY, That on this 16th day of May 19 67, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Marvin H. Smith, Trustee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Seal.

Charles H. Cecil Clerk

Notary Public

Filed May 16. 1967

6266

ORDER NISI

JAMES M. SPENCE, etc., et al.

Plaintiffs

Vs.

HELEN M. JOHNSON, et al.

Defendants

IN THE CIRCUIT COURT
FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 4818 Chy.

ORDERED, this 16th day of May, 1967, that the sale of the property mentioned in these proceedings, made and reported by Marvin H. Smith Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the _____ day of June next; provided a copy of this Order be inserted in some newspaper printed and published in ~~Caroline~~ Queen Anne's County, once in each of ~~four~~ three successive weeks, before the _____ day of June next.

The Report states the amount of sales to be $2000.00

_____, Clerk.

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FINAL ORDER RATIFICATION OF SALE

JAMES M. SPENCE, etc., et al.

Plaintiffs

Vs.

HELEN M. JOHNSON, et al.

Defendants

IN THE CIRCUIT COURT
FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 4818 Chy.

ORDERED, This 18th day of ~~June~~ September, 1967, by the Circuit Court for ~~Caroline~~ Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Marvin H. Smith, Trustee, 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 previous Order of this Court; and the Trustee is (are) allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

Filed Sept. 18. 1967

Thos J Keating Jr
JUDGE

MARVIN H. SMITH
Attorney-at-Law
103 Law Building
Denton, Maryland

TRUSTEE'S SALE
— OF VALUABLE —
REAL ESTATE

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Queen Anne's County in the case of James M. Spence, et al., Vs. Helen M. Johnson, et al., being Chancery No. 4818 in said Court passed on the 18th day of April, 1967, the undersigned Trustee will offer and expose at public sale on

Tuesday, May 16, 1967

between the hours of 2 and 3 o'clock p.m., at the Court House door in the town of Centreville, Maryland, the following described real estate:

ALL that lot or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price Station and adjoining the lands of Benjamin Carter, James Starkey and Mary A. Cole, this tract of land being a part of the Cole Tract, and is contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter lot and running with the Carter lot, North 53 degrees 15 minutes East, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot, North 36 degrees West, 144 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, South 51 degrees 45 minutes West, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, South 36 degrees 15 minutes East, 145 feet and 5 inches, containing SIXTY-NINE ONE HUNDREDTHS OF AN ACRES OF LAND, (.69 Acres of land), being the same land described in a deed from Mary Amanda Cole unto Charles H. Cole and Anna R. Cole, his wife, dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, title having vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her.

IMPROVEMENTS: Said land is improved by a five-room home in good repair with electric lights and running water.

POSSESSION: This house is now occupied by a tenant on a month to month basis. Landlord's possession will be granted upon ratification of the sale.

TERMS: One-third cash, the balance to be secured to the satisfaction of the undersigned Trustee, or all cash, at the option of the purchaser or purchasers, the unpaid balance to bear interest at the rate of six per centum per annum and to be payable upon ratification of the sale. Taxes shall be adjusted to the date of ratification of the sale. All title papers and revenue stamps shall be at the expense of the purchaser or purchasers.

MARVIN H. SMITH, 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 18th day of April, 1967, NOTICE IS HEREBY GIVEN to all persons having any claims against the real estate of Anna R. Cole, 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 29th day of July, 1967, otherwise they may by law be excluded from participating in the distribution of the proceeds of sale from such real estate.

MARVIN H. SMITH, Trustee

3t-5-11

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Queen Anne's

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RECORD-OBSERVER

Centreville, Md., May 15, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEE'S SALE

in the case/estate of ~~XXXX~~ JAMES M. SPENCE ET AL
VS
HELEN M. JOHNSON

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 16 day of MAY, 1967 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of APRIL 1967, and the last insertion on the 11 day of MAY, 1967

THE RECORD-OBSERVER CORPORATION

By M. L. Waller

Filed May 16 1967

ORDER NISI ON SALE

41

James M. Spence, etc., et al
Plaintiffs

vs.

Helen M. Johnson, et al.
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4818

ORDERED, this 16th. day of May, 1967, that the sale of the real property, made and reported in this cause by Marvin H. Smith, Trustee, be ratified and confirmed, on or after the 16th. day of June, 1967, 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 June, 1967.

The report states the amount of sales to be $2000.00.

Charles W. Cecil Clerk

Filed May 16, 1967

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JAMES M. SPENCE, et al.	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
HELEN M. JOHNSON, et al.	:	IN EQUITY
Defendants	:	CHANCERY NO. 4818

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Louis E. Williams and Joyce C. Williams, his wife, by their attorneys, except to the ratification of the sale of real estate reported by Marvin H. Smith, Trustee in these proceedings, and for grounds of exception, say:

1. That the Order of Publication filed in the cause does not substantially comply with Local Rule 100 (a) of the Local Rules For The Second Judicial Circuit of Maryland.

2. That the Order of Publication filed in the cause does not comply with "Maryland Rule 105 (c)" since it was not issued pursuant to order of the court in the case of the unknown heirs, devisees or personal representatives of the decedents named therein.

3. That the Defendants, Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, New York, named in the Bill of Complaint, were not named in the Motion for Decree Pro Confesso and were also not named in the Decree Pro Confesso.

4. That the copy of the published Order of Publication was not shown to have been delivered to several of the non-resident Defendants as required by "Maryland Rule 105 (e), but instead only a copy of the order of publication was delivered and only to their apparent agents, as will more fully appear by reference to the receipts for such registered mail filed herein.

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5. That the interest of Emma J. Mansfield, daughter of Samuel P. Starkey and Mary Starkey, in this lot has never been conveyed, and neither she nor her heirs and assigns have been made a party to this cause.

6. And for other reasons to be shown at the hearing on these exceptions.

AND AS IN DUTY BOUND, ETC.

By: James F. Truitt, Jr.
James F. Truitt, Jr.
204 N. Commerce Street
Centreville, Maryland
Telephone: 758-1680

Clayton C. Carter
Clayton C. Carter
204 N. Commerce Street
Centreville, Maryland
Telephone: 758-1680
Attorneys for Exceptants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 2nd day of June, 1967, I mailed a copy of the aforegoing Exceptions to Marvin H. Smith, Esquire, 103 Law Building, Denton, Maryland, Attorney for Plaintiffs.

James F. Truitt, Jr.
James F. Truitt, Jr.

Clayton C. Carter
Clayton C. Carter
Attorneys for Exceptants

Filed June 5. 1967

June 23, 1967

Mr. James F. Truitt, Jr.
Attorney at Law
Centreville, Maryland 21617

Re: James M. Spence et al
vs.
Helen M. Johnson et al
Chy. No. 4818

Dear Mr. Truitt:

Hearing on exceptions to ratification of sale in the above cause has been assigned for July 7, 1967, at 10 o'clock A.M.

Yours very truly,

Clerk

c.c. to Mr. Marvin H. Smith, Denton, Maryland

MHS:mcb 6/23/67

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JAMES M. SPENCE, ET AL. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	CHANCERY NO. 4818
HELEN M. JOHNSON, ET AL. Defendants	:	PETITION FOR PASSAGE OF ORDER NUNC PRO TUNC AUTHORIZING
	:	ISSUANCE OF ORDER OF PUBLICATION
	:	AGAINST PARTIES WHO MAY BE PRO-
	:	CEEDED AGAINST AS NON-RESIDENTS

James M. Spence, et al., Plaintiffs, by Marvin H. Smith and L. Edgar Brown, their attorneys, respectfully represent:

1. They filed their Bill of Complaint herein on November 10, 1966, as will more fully and at large appear by reference to the proceedings herein.

2. Named as Defendants herein were the unknown heirs, devisees or personal representatives of William Morris, Mary M. Montague, Wilson Morris, Walter Morris, Roland Morris, Roland Morris, Jr., Otis Morris, Raymond Morris, Lula M. Spence, Clark Morris, Turner Morris, Elwood Morris and Elmer Morris.

3. All of said parties were parties entitled to be proceeded against as non-residents.

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4. Order of Publication was passed in this cause on November 10, 1966, directed, among others, to the unknown heirs, devisees or personal representatives of the aforementioned William Morris, Mary M. Montague, Wilson Morris, Walter Morris, Roland Morris, Roland Morris, Jr., Otis Morris, Raymond Morris, Lula M. Spence, Clark Morris, Turner Morris, Elwood Morris and Elmer Morris.

5. The parties hereto inadvertently failed to request Order of Court pursuant to Md. Rule 105c for issuance of said Order of Publication.

WHEREFORE your Petitioners pray this Honorable Court to pass an order nunc pro tunc authorizing issuance of said Order of Publication.

AND as in duty bound, etc.,

Marvin H. Smith

L. Edgar Brown
Attorneys for Plaintiffs

I HEREBY CERTIFY that I served a copy of the within and aforegoing Petition for Passage of Order Nunc Pro Tunc Authorizing Issuance of Order of Publication on Louis E. Williams and Joyce C. Williams, his wife, purchasers, by mailing same unto James F. Truitt, Jr., Esq. and Clayton C. Carter, Esq., their counsel of record, at their office at 204 N. Commerce Street, Centreville, Maryland, this 24th day of June, 1967.

Attorney for Plaintiffs

Filed June 26. 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

MHS:mcb 6/23/67

44

JAMES M. SPENCE, ET AL. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	CHANCERY NO. 4818
HELEN M. JOHNSON, ET AL. Defendants	:	PETITION TO AMEND PETITION FOR DECREE PRO CONFESSO AND DECREE PRO CONFESSO

James M. Spence, et al., Plaintiffs, by Marvin H. Smith and L. Edgar Brown, their Attorneys, respectfully represent:

1. As will appear by reference to the proceedings herein, they have hereto filed motion for decree pro confesso.

2. Decree pro confesso was passed on said motion on March 3, 1967.

3. Among the parties to this cause were Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, New York.

4. The military affidavit filed herein included reference to said Ruth M. Garrow and George Garrow.

5. The Affidavit of Compliance filed herein under Rule 105f likewise included reference to said Ruth M. Garrow and George Garrow.

6. Inadvertently, by reason of the number of parties to this proceeding, the said Ruth M. Garrow and George Garrow were omitted from the motion for pro confesso and the decree pro confesso passed thereunder.

7. This Honorable Court on April 18, 1967, passed its decree for sale of the land mentioned in these proceedings.

8. Sale has been held and reported to this Honorable Court.

9. Exceptions have been filed to the ratification of sale by virtue of the omission of the said Ruth M. Garrow and George Garrow from said decree pro confesso.

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WHEREFORE your Petitioners pray:

1. That they may be permitted to amend said motion for decree pro confesso nunc pro tunc by insertion of the names of the said Ruth M. Garrow and George Garrow.

2. That amended decree pro confesso may be passed herein nunc pro tunc.

AND as in duty bound, etc.

Marvin H. Smith

L. Edgar Brown
Attorneys for Plaintiffs

I HEREBY CERTIFY that I served a copy of the within and aforegoing motion on Louis E. Williams and Joyce C. Williams, his wife, purchasers, by mailing same unto James F. Truitt, Jr., Esq. and Clayton C. Carter, Esq., their counsel of record, at their office ~~at 204~~ N. Commerce Street, Centreville, Maryland, this 24th day of June, 1967.

Attorney for Plaintiffs

Filed June 26. 1967

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MHS:mcb 6/23/67

JAMES M. SPENCE, ET AL. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	CHANCERY NO. 4818
HELEN M. JOHNSON, ET AL. Defendants	;	ANSWER TO EXCEPTIONS TO RATIFICATION OF SALE

James M. Spence, et al., Plaintiffs in the above entitled cause, by Marvin H. Smith and L. Edgar Brown, their Attorneys, in answer to the exceptions to ratification of sale filed herein say:

1. They deny the allegations of the 1st paragraph of said exceptions and say that said Order of Publication is in the exact form of Form No. 2 in the Appendix of Forms to Md. Rules of Procedure.

2. They admit the allegations of paragraph 2 of said exceptions and state that they have filed petition with this Honorable Court for passage of an order nunc pro tunc authorizing issuance of said Order of Publication.

3. They admit the allegations of paragraph 3 of said exceptions and state that they have filed petition with this Honorable Court for amendment nunc pro tunc of said motion for decree pro confesso and said decree pro confesso.

4. Answering the 4th paragraph of said exceptions, they file herewith marked "Plaintiffs' Exhibit A" copy of the published Order of Publication which was forwarded to each and every non-resident defendant, same being reprints from the Queen Anne's Record Observer and such procedure having been regarded as the most practical way of handling the volume of Defendants necessary to be served in this instance.

5. Further answering said paragraph 4 of said exceptions, Plaintiffs say that service herein was accomplished in accordance with the language of Md. Rule 105e.

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6. Plaintiffs deny the allegations of paragraph 5 of said exceptions and state that the Land Records of Queen Anne's County reflect by date in deed from Starkey, et al. to Cole conveyance by Emma J. Mansfield, daughter of Samuel P. Starkey, which said deed apparently inadvertently was not recorded.

7. Further answering said paragraph 5 of said exceptions, Plaintiffs say that the property the subject of these proceedings has been in the open, adverse and notorious possession of the said Anna R. Cole and her predecessors in title for more than twenty years.

AND as in duty bound, etc.

Marvin H. Smith

L. Edgar Brown
Attorneys for Plaintiffs

I HEREBY CERTIFY that I served a copy of the within and aforegoing Answer to Exceptions to Ratification of Sale on Louis E. Williams and Joyce C. Williams, his wife, purchasers, by mailing same unto James F. Truitt, Jr., Esq. and Clayton C. Carter, Esq., their counsel of record, at their office at 204 N. Commerce Street, Centreville, Maryland, this 24th day of June, 1967.

Attorney for Plaintiffs

Filed June 26. 1967

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OF
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MARVIN H. SMITH
Attorney
105 Law Building
Denton, Maryland

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

Chancery No. 4010

Order Of Publication

James M. Spence, divorced man, RFD No. 2, Box 205, Easton, Maryland; George W. Morris and Mary C. Morris, his wife, Queen Anne, Maryland; Edward A. Morris and Alverta Morris, his wife, Henderson, Maryland; Violet Miller and John Miller, her husband, 3119 Wright Avenue, Baltimore, Md. 21205; Mildred M. Martin and Robert Martin, her husband, 2049 Chichester Avenue, Linwood, Pa.; Nora M. Argo and Richard Argo, her husband, Milford, Delaware; Gladys M. Lofland and Joseph Lofland, her husband, Marshal Avenue, Milford, Delaware; Louise M. Jester and Charles Jester, her husband, Shawnie Road, Milford, Delaware; Woodrow Spence and Miriam Spence, his wife, 6117 Blando, Omaha, Nebraska 68104; Pauline M. Blades and Harry Blades, her husband, Preston, Maryland; Dorothy S. Moore and Claude Moore, her husband, P.O. Box 115, Havre de Grace, Md., Plaintiffs

vs

Helen M. Johnson and George W. Johnson, her husband, 4324 East Eager Street, Baltimore, Md. 21205; Hilda M. Albright and Joseph Albright, her husband, 2914 E. Madison Street, Baltimore, Md. 21205; Wilburn R. Morris and Mary Morris, his wife, 1137 Sherwood Avenue, Baltimore, Md. 21212; George W. Morris and Ann Morris, his wife, 410 Lenwood Drive, Costa Mesa, California; Earl Morris and Pearl Morris ,his wife, 151 Mitschner Road, Dover Delaware; Oscar Montague and Elizabeth Montague, his wife, 40 Onway Place, Garfield Park, New Castle, Delaware; Evelyn Ogle and George T. Ogle, her husband, Pine Tree Road, Townsend, Delaware; Cynthia Quinby Morris, single woman, 1453½ Mansfield Hollywood, California; Linda Morris, single woman, 1453½ Mansfield, Hollywood, California; James George Morris, single man, 1453½ Mansfield, Hollywood, California; Edna M. Moore and Roy Moore, her husband, 32 Lawson Avenue, Claymont, Delaware; Lillian Andrews and Roland Andrews, her husband, 10 Maple Street, Marcus Hook, Pa.; Elizabeth M. Thomas and Carvel Thomas, her husband, 620 New York Avenue, Claymont, Delaware; Catherine M. Moran and Charles Moran, her husband, 620 New York Avenue, Claymont, Delaware; Walter Morris and Aldicia Morris, his wife, Boulevard Restaurant, Milford, Delaware; Nellie M. Lankford and Alvin Lankford, her husband, R.D. No. 2, Vincentown, N. J. 08088; Viola Butler and Otley Butler, her husband, 3116 W. 9th Street, Chester, Pa.; Marie Piepiora and Bernard Piepiora, her husband, 6636 Perry Avenue, Upper Darby, Pa.; Bernard Morris and Elizabeth Morris, his wife, 1039 Galbraith Avenue, Boothwyn, Pa. 19062; Kennard Morris and Gwen Morris, his wife, 4312 Post Road—Trainer, Chester, Pa.; Virginia Lynch and John Lynch, her husband, 414 Pyle Road, Bethel Township, Chadds Ford, Pa.; Phyllis Morris, single woman, 509 Taylor Avenue, Linwood, Pa.; Otis Morris and Hope Morris, his wife, Centreville, Md. Cookman Morris and Eva Morris, his wife, Ridgely, Maryland; Julia Meredith, widow, 2624 Wycliffe Rd., Baltimore, Md. 21234; Ellen M. Griffin and John Griffin, her husband, Ridgely, Maryland; Ruth Gulrich and Mathew Gulrich, her husband, Henderson, Maryland; E. Carl Morris and Lida Morris, his wife, R.D. No. 2, Middletown, Delaware; James Morris and Hilda Morris, his wife, 5 Caldwell Place, Newark, Delaware; Robert Morris and Juanita Morris, his wife, 700 Augustine Street, Bestfield, Wilmington, Del. 19804; Margaret M. Crance and Ralph Crane, her husband, 54 Prospect Avenue, Newark, Delaware; Ruth M. Garrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, N.Y.; Esther M. Porterfield and Vernon Porterfield, her husband, 11 Reading Lane, Bethpage, L.I., New York, Margaret Spence, single woman, P.O. Box 205, Easton Maryland; Virginia M. Kimbles and William Kimbles, Centreville, Maryland; Lula Mae Massey and Leon Massey, her husband, Church Hill, Md.; Elizabeth Kanouse and William Kanouse, her husband, 129 W. Berkley, Street, Clifton Heights, Pa.; Isabelle Kimbles and Franklin Kimbles, her husband, R.D. No. 3, Chestertown, Md.; Marjorie Cronshaw and Price Cronshaw, her husband, Centreville, Md.; Grace M. White, widow, 1554 Upshire Road, Baltimore 18, Md.; Turner Morris and Ivy Morris, his wife, Church Hill, Md.; Stanley Morris and Katherine Morris, his wife, Greensboro, Md.; Violetta Young and Samuel Young, her husband, 13 W. Baltimore, Avenue, Clifton Heights, Pa.; Rebecca Hizer and Edmund Hizer. her husband, 441 Seven Oak Stride, Clifton Heights, Pa.; Josephine Chance and Grayson Chance, Jr., her husband, R.D. No. 3, Centreville, Md.; William Morris and Ethel Morris, his wife, Church Hill, Md. 21623; Robert Morris and Annalean Morris, his wife, Ingleside, Md. 21644; Debbie Morris c/o Mrs. Elmer Morris, Sudlersville, Md.; Barry Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; Barbara Jo. Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; Robin Morris, c/o Mrs. Elmer Morris, Sudlersville, Md.; The unknown heirs, devisees or personal representatives of William Morris, deceased; The unknown heirs, devisees or personal representatives of Mary M. Montague, deceased; The unknown heirs, devisees or personal representatives of Wilson Morris, deceased; The unknown heirs, devisees or personal representatives of Walter Morris, deceased; The unknown heirs, devisees or personal representatives of Roland Morris, deceased; The unknown heirs, devisees or personal representatives of Roland Morris, Jr., deceased; The unknown heirs, devisees or personal representatives of Otis Morris, deceased; The unknown heirs, devisees or personal representatives of Raymond Morris, deceased; The unknown heirs, devisees or personal representatives of Lula M. Spence, deceased; The unknown heirs, devisees or personal representatives of Clark Morris, deceased; The unknown heirs, devisees or personal representatives of Turner Morris, deceased; The unknown heirs, devisees or personal representatives of Elwood Morris, deceased; and The unknown heirs, devisees or personal representatives of Elmer Morris, deceased, Defendants

This is to give notice that on the 10th day of November, 1966, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

George W. Morris and Ann Morris, his wife, 410 Lenwood Drive, Costa Mesa, California; Earl Morris and Pearl Morris, his wife, 151 Mitschner Road, Rover, Delaware; Oscar Montague and Elizabeth Montague, his wife, 40 Onway Place, Garfield Park, New Castle, Delaware; Evelyn Ogle and George T. Ogle, her husband, Pine Tree Road, Townsend, Delaware; Cynthia Quinby Morris, single woman, 1453½ Mansfield, Hollywood, California; Linda Morris, single woman, 1453½ Mansfield, Hollywood, California; James George Morris, single man, 1453½ Mansfield, Hollywood, California; Edna M. Moore and Roy Moore, her husband, 32 Lawson Avenue, Claymont, Delaware; Lillian Andrews and Roland Andrews, her husband, 10 Maple Street, Marcus Hook, Pa.; Elizabeth M. Thomas and Carvel Thomas, her husband, 620 New York Avenue, Claymont, Delaware; Catherine.M. Moran and Charles Moran, her husband, 620 New York Avenue, Claymont,Delaware; Walter Morris and Altheia Morris, his wife, Boulevard Restaurant, Milford, Delaware; Nellie M. Lankford and Alvin Lankford, her husband, R.D. No. 2, Vincentown, N. J.; Viola Butler and Otley Butler, her husband, 3116 W. 9th Street, Chester, Pa.; Marie Piepiora and Brerard Piepiora, her husband 6636 Perry Avenue, Upper Darby, Pa.; Bernard Morris and Elizabeth Morris, his wife, 1039 Galbraith Avenue, Boothwyn, Pa.; Kennard Morris and Gwen Morris, his wife, 4312 Post Road—Trainer, Chester, Pa.; Virginia Lynch and John Lynch, her husband, 414 Pyle Road, Bethel, Township, Chadds Fords, Pa.; Phyllis Morris, single woman, 509 Taylor Avenue, Linwood, Pa.; E. Carl Morris and Lida Morris, his wife, R.D. No. 2, Middletown, Delaware; James Morris and Hilda Morris, his wife, 5 Caldwell Place, Newark, Delaware; Robert Morris and Juanita Morris, his wife, 700 Augustine Street, Bestfield, Wilmington, Delaware; Margaret M. Crane and Ralph Crane, her husband, 54 Prospect Avenue, Newark, Delaware; Ruth M. Carrow and George Garrow, her husband, 108 Bernice Drive, East Meadows, New York, N.Y.; Esther M. Porterfield and Vernon Porterfield, her husband, 11 Reading Lane, Bethpage, L.I., New York; Elizabeth Kanouse and William Kanouse, her husband, 129 W. Berkley Street, Clifton Heights, Pa.; Violetta Young and Samuel Young, her husband, 13 W. Baltimore Avenue, Clifton Heights, Pa.; and Rebecca Hizer and Edmund Hizer, her husband, 441 Seven Oak Stride, Clifton Heights, Pa.;

And against the unknown heirs, devisees or personal representatives of William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased; Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased.

The Bill alleges in substance that Mary Amanda Cole conveyed unto Charles H. Cole and Anna R. Cole, his wife, by deed dated June 8, 1923, and recorded in Liber J.F.R. No. 10, folio 545, one of the Land Record Books for Queen Anne's County, Maryland, land therein described comprising .69 acres of land at Starkey's Corner in the Second Election District of Queen Anne's County on the North side of public road leading from Starkey's Corner to Price Station, as will more fully and at large appear by reference to certified copy of said deed filed therewith marked "Plaintiffs' Exhibit A" and prayed to be taken as a part thereof; title to said land vested in the said Anna R. Cole by right of survivorship, the said Charles H. Cole having predeceased her; the said Anna R. Cole died intestate on May 7, 1966, seized and possessed of said property; said Anna R. Cole left to survive her as her sole heirs at law the following:

a. Children of William Morris, deceased half brother: Helen M. Johnson, Hilda M. Albright, Wilburn R. Morris, George W. Morris, Violet M. Miller, Earl Morris.

Children of Mary M. Montague, deceased daughter of said William Morris, Oscar Montague, Evelyn Ogle.

Children of Wilson Morris, deceased son of said William Morris: Cynthia Quinby Morris, Linda Morris, James George Morris.

b. Children of Walter Morris, deceased half brother: Edna M. Moore, Mildred M. Martin, Lillian M. Andrews, Elizabeth M. Thomas, Catherine M. Moran, Nora M. Argo, Gladys M. Lofland, Louise M. Jester, Walter Morris.

c. Children of Roland Morris, deceased half brother: Nellie M. Lankford, Viola M. Butler, Marie M. Peipiora, Bernard Morris, Kennard Morris. Children of Roland Morris, Jr., a deceased son of the said Roland Morris: Virginia M. Lynch, Phyllis Morris.

d. Children of Otis Morris, a deceased brother: George W. Morris, Otis Morris, Cookman Morris, Julia M. Meredith, Ellen M. Griffin, Ruth M. Gulrich.

e. Children of Raymond Morris, a deceased brother: E. Carl Morris, James Morris, Robert Morris, Margaret M. Crane, Ruth M. Garrow, Esther M. Porterfield.

f. Children of Lula M. Spence, a deceased sister: Woodrow Spence, Dorothy S. Moore, James M. Spence, Margaret Spence.

g. Children of Clark Morris, a deceased brother: Virginia M. Kimbles, Lula Mae Massey, Elizabeth Kanouse, Isabelle M. Kimbles.

h. Children of Turner Morris, a deceased brother: Pauline M. Blades, Marjorie M. Cronshaw, Grace M. White, Turner Morris.

i. Children of Elwood Morris, a deceased brother: Stanley Morris, Edward Morris, Violetta M. Young, Rebecca M. Hizer, Josephine M. Chance, William Morris, Robert Morris.

Children of Elmer Morris, a deceased son of the said Elwood Morris: Debbie Morris, Barry Morris, Barbara Jo Morris, Robin Morris;

where married the names of the spouses of the parties are shown in the caption of said Bill of Complaint and this Order of Publication and otherwise the marital status is as shown in said caption; letters of Administration on the personal estate of said Anna R. Cole have been granted by the Orphans' Court of Caroline County unto the said George W. Morris, Edward A. Morris and James M. Spence, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part thereof; the personal estate of the said Anna R. Cole has not be closed in the Orphans' Court of Caroline County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age except the aforementioned Cynthia Morris, Linda Morris and James Morris, children of Wilson Morris, a deceased son of William Morris, a deceased brother of Anna R. Cole; Phyllis Morris, daughter of Roland Morris, Jr., deceased son of Roland Morris, deceased half-brother of the said Anna R. Cole; and Debbie Morris, Barry Morris, Barbara Jo Morris and Robin Morris, children of Elmer Morris, deceased son of Elwood Morris, a deceased brother of the said Anna R. Cole.

The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

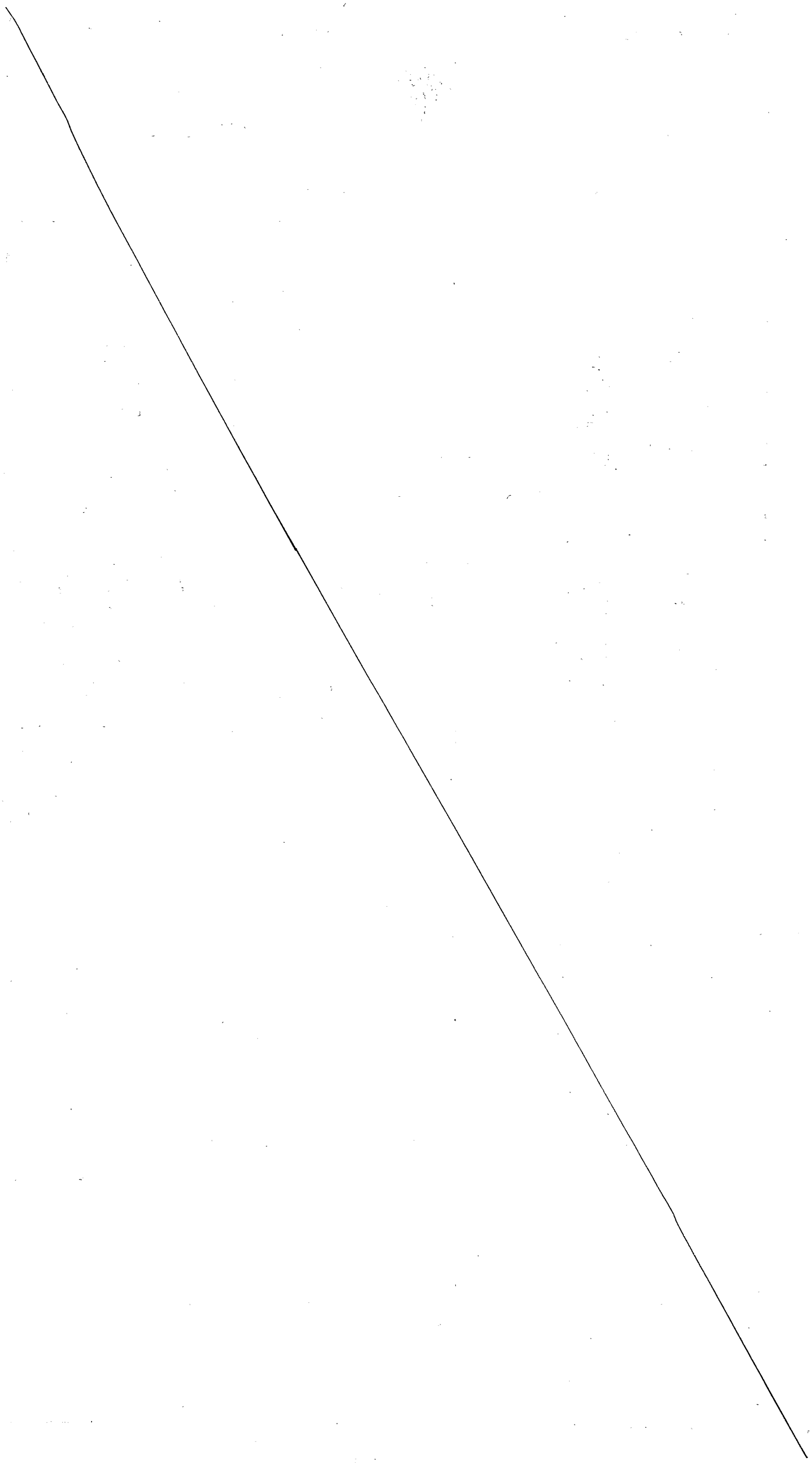
WHEREUPON, it is ORDERED by the Circuit Court for Queen Anne's County this 10th day of November, 1966, that the Plaintiffs cause a copy of this Order to be inserted in a newspaper published in Queen Anne's County once a week in each of four successive weeks before the 15th day of December, 1966, giving Notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of William Morris, deceased; Mary M. Montague, deceased; Wilson Morris, deceased; Walter Morris, deceased; Roland Morris, deceased, Roland Morris, Jr., deceased; Otis Morris, deceased; Raymond Morris, deceased; Lula M. Spence, deceased; Clark Morris, deceased; Turner Morris, deceased; Elwood Morris, deceased; and Elmer Morris, deceased; of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 16th day of January, 1967, why a decree should not be passed as prayed.

CHARLES W. CECIL
Clerk

True Copy
Filed Nov. 10, 1966
Test: Charles W. Cecil, Clerk

4t-12-8

Plaintiffs' Exhibit A



MHS:ncp 6/8/67

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JAMES M. SPENCE, ET AL.	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR QUEEN ANNE'S COUNTY
Vs.	:	IN EQUITY
HELEN M. JOHNSON, ET AL.	:	CHANCERY NO. 4818
Defendants	:	AFFIDAVIT OF PURCHASER

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

The undersigned, being the purchasers in the above entitled cause hereby state under oath the following facts with reference to the purchase made and reported herein in the name of the undersigned:

1. The purchaser was not acting as agent for anyone.

2. No other individuals were interested as principals.

3. The purchaser or purchasers have not directly or indirectly discouraged anyone from bidding for the said property.

Louis E. Williams
Louis E. Williams

Joyce C. Williams
Joyce C. Williams

Subscribed and sworn to before the undersigned, a Notary Public of the State and County aforesaid this 13th day of June, 1967.

Helen E. Pascault
Notary Public

HELEN E. PASCAULT NOTARY PUBLIC QUEEN ANNE'S CO.

Filed June 28, 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-3250

680

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Order Nisi On Sale

James M. Spence, etc., et al
Plaintiffs
vs.
Helen M. Johnson, et al.
Defendants

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

Cause No. 4818

ORDERED, this 16th day of May, 1967, that the sale of the real property, made and reported in this cause by Marvin H. Smith, Trustee, be ratified and confirmed, on or after the 16th day of June, 1967, 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 June, 1967.

The report states the amount of sales to be $2000.00.

CHARLES W. CECIL, Clerk

Filed: May 16, 1967

True Copy

Test: CHARLES W. CECIL, Clerk

3t-6-1

Queen Anne's
RECORD-OBSERVER

Centreville, Md., 6-12 67

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE

in the case ~~stated~~ of #4818

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 8 day of JUNE, 1967 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of MAY 1967 and the last insertion on the 1 day of JUNE, 1967

THE RECORD-OBSERVER CORPORATION

By Mary Lou Walles

Filed July 6, 1967

No. 4818 Chancery

JAMES M. SPENCE, ET AL.

vs.

HELEN M. JOHNSON, ET AL.

CHARLES W. CECIL Clerk:

Issue Subpoena to the Sheriff of Queen Anne's County for

Louis E. Williams
near Starkey's Corner
Queen Anne's County, Md.

to testify for the Plaintiff

in the above entitled case 10 A.M.
Monday, July 24, 1967

Attorney for Plaintiff

Filed July 6, 1967

No. 4818 Chancery

James M. Spence, et al.

vs.

Helen M. Johnson, et al.

State of Maryland

To Louis E. Williams
near Starkey's Corner
Queen Anne's County, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Monday 24th day of July 1967., @10:00 o'clock A. M., to testify for the

Plaintiff

in the above entitled case.

Issued this 6th day of July, 1967

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for Plaintiff.
Marvin H. Smith
Denton, Md.

Filed July 11, 1967

Summoned 7/8/67
Ronald L. Rash
Deputy Sheriff

JAMES M. SPENCE, ET AL.
Plaintiffs

vs

HELEN M. JOHNSON, ET AL.
Defendants

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: CHANCERY NO. 4818

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ORDER OF COURT

Upon consideration of the aforegoing petition, it is this 13th day of September, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that the Clerk of this Court be, and he is, hereby directed as of November 10, 1966, to issue Order of Publication herein notifying the unknown heirs, devisees or personal representatives of William Morris, Mary M. Montague, Wilson Morris, Walter Morris, Roland Morris, Roland Morris, Jr., Otis Morris, Raymond Morris, Lula M. Spence, Clark Morris, Turner Morris, Elwood Morris and Elmer Morris, of this cause, said parties being parties permitted to be proceeded against as non-residents.

Thos. J. Keating Jr.
JUDGE

Filed Sept. 13. 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

682

#9

JAMES M. SPENCE, ET AL.
Plaintiffs

vs

HELEN M. JOHNSON, ET AL.
Defendants

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: CHANCERY NO. 4818

ORDER OF COURT

Upon consideration of the aforegoing petition, it is this 13th day of Sept, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof,

ORDERED, that leave be, and it is, hereby granted unto Plaintiffs to amend their motion for decree pro confesso nunc pro tunc by inserting the names of Ruth M. Garrow and George Garrow, her husband, as Defendants, against whom said decree pro confesso is sought, immediately after the names of Margaret M. Crane and Ralph Crane, her husband, and immediately before the names of Esther M. Porterfield and Vernon Porterfield, her husband, and

It is further ORDERED that upon accomplishment of said amendment the decree pro confesso passed by this Court on March 3, 1967, shall be amended nunc pro tunc by inserting the names of Ruth M. Garrow and George Garrow, her husband, immediately after the names of Margaret M. Crane and Ralph Crane, her husband, and immediately before the names of Esther M. Porterfield and Vernon Porterfield, her husband.

Thos. J. Keating, Jr.
JUDGE

Filed Sept. 13. 1967

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

Plf Ex
Jr 7-24-67

#7991. 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 the third day of September, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:

THIS DEED, made this second day of September, in the year nineteen hundred and twenty, by Mary C. Cole and George E. Cole, her husband, of Queen Anne's County, in the State of Maryland, witnesseth that, in consideration of the sum of Seven Hundred Dollars ($700.00), the said Mary C. Cole and George E. Cole, her husband, do hereby grant and convey unto Mary Amanda Cole, her heirs and assigns, in fee simple, the following described real estate, to wit:-

ALL that lot or parcel of land situate at Starkey's Corner in the Second Election District of Queen Anne's County, Maryland, on the left side of the public road leading from said Starkey's to Price, adjoining the property of Benjamin Carter or Elizabeth Carter and the property of George E. Cole, containing about one and three-fourths acres of land, being the same and all the property described in the deed to the said Mary C. Cole from James Starkey, et al., bearing date the tenth day of May, in the year 1920, and which said deed is recorded among the land record books for Queen Anne's County, to which said deed and the references therein contained, reference is hereby specially made.

TOGETHER with the buildings and improvements thereon erected and being, and all and singular the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining.

And the said Mary C. Cole hereby covenants that she will warrant specially the property hereby conveyed, and that she will execute such further assurances to said land as may be re-

Witness the hands and seals of the Grantors the day and year first above written.

TEST:-

Mary C Cole (SEAL)

E Dunbarman

George E Cole (SEAL)

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

I HEREBY CERTIFY, that on this second day of September, in the year 1920, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Mary C. Cole and George E. Cole, her husband, and did each acknowledge the aforegoing DEED to be their respective act.

Ezekiel W Dunbarman
JUSTICE OF THE PEACE.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber J.F.R. No. 57, folio 231, a Land Record Book for Queen Anne's County.

SEALS
PLACE

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st day of July, in the year nineteen hundred and sixty Seven.

Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County.

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JAMES M. SPENCE, et al, | IN THE CIRCUIT COURT FOR
versus | QUEEN ANNE'S COUNTY, IN EQUITY.
HELEN M. JOHNSON, et al. | Chancery No. 4818.

ORDER OVERRULING EXCEPTIONS.

THE Exceptions to the Ratification of the sale of real estate made and reported in this case having come on for hearing and testimony having been taken and Counsel for the respective Parties having been heard, and the Court being of the opinion that Exceptions numbers 1, 2, 3, and 4 relating to certain procedural defects have been either cured by Orders nunc pro tunc or are not substantial defects, and that Exception number 5 relating to the alleged interest of Emma J. Mansfield in said real estate is long since barred by limitations, the testimony having shown that the deceased, Anna R. Cole, and her immediate predecessors in title had been in open, notorious, exclusive and adverse possession of said real estate for many years over and above the requisite period of twenty (20) years preceding her death,

IT IS, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, this 13th day of September 1967, that the Exceptions to the sale be and the same are hereby overruled.

Wm J Hamilton Jr
JUDGE

Filed Sept. 13. 1967

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FINAL ORDER RATIFICATION OF SALE

JAMES M. SPENCE, etc., et al.

Plaintiffs

Vs.

HELEN M. JOHNSON, et al.

Defendants

IN THE CIRCUIT COURT

FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 4818 Chy.

ORDERED, This 18th day of ~~June~~ September, 1967, by the Circuit Court for ~~Caroline~~ Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by

Marvin H. Smith, Trustee,

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 previous Order of this Court; and the Trustee is (are) allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

Filed Sept. 18, 1967

Thos. J. Keating Jr.
JUDGE

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Joseph A Miller
Queenstown Md.

To the Clerk of the Court,

Circuit Court of Queen Anne's County.

Centreville. Md.

Transcript of Notes of Testimony.

James M. Spence et al
vs
Helen M Johnson et al

In Equity.

Chancery No. 4118

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JAMES M. SPENCE, et al
vs.
HELEN M. JOHNSON, et al

In Equity

Chancery No. 4118

Centreville, Maryland, July 24, 1967.

Before HONORABLE THOMAS J. KEATING, JR., Judge

MARVIN H. SMITH, ESQ., for plaintiffs

CLAYTON C. CARTER, ESQ., for defendants

PLAINTIFFS' EVIDENCE

LOUIS E. WILLIAMS, sworn.

BY MR. SMITH:

Q Your name is Louis E. Williams, and you live up at Starkey's Corner?

A Yes, sir.

Q Now, Mr. Williams, you and your wife bought, at the trustee's sale, what is known as the Anna R. Cole property?

A Right.

INDEX

Plaintiff's Evidence

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Exhibits Received in Evidence

Plaintiff's Exhibit No. 3	(Deed)	4
" " 4	(Certificate of Survey)	11

Q You live there at the present time, I believe?

A Yes, sir.

Q And how long have you lived there?

A Eight years; it will be nine years October 4.

Q From whom did you rent the property?

A Mrs. Anna R. Cole.

Q During the period that you have been there, has any demand been made on you by anyone other than Mrs. Cole or her representatives for rent or for occupancy of the property?

A No, sir.

MR. SMITH: Your witness.

MR. CARTER: No questions.

GEORGE W. MORRIS, sworn.

BY MR. SMITH:

Q Now, you are George W. Morris, and you reside at Queen Anne, I believe, sir?

A Yes, sir.

Q You, along with Mr. James Spence and Mr. Edward Morris, are the administrators of the estate of Anna R. Cole?

A Right.

Q Now, Mrs. Cole was what kin to you, sir?

A She was my aunt.

Q And how long had you known her?

A All my life.

Q State to the Court during what period of time she lived on this property up at Starkey's Corner.

A Well, I don't know the exact year, but when she first got married they moved into that property, and they were there until he died in 1933, I believe.

THE COURT: Until her husband died, did you say, in 1933?

THE WITNESS: Yes, sir. I think that is it. Or '36. I am not sure. -- It was '33.

BY MR. SMITH:

Q Did you have occasion to visit there?

A No, I never visited them there.

Q Well, did you go up to see her at any time?

A No. She used to come around home once in a while, but we never got up there. Right at that time, I didn't have no way to go except walk, and it was a little too far to walk.

Q Do you know anything about her affairs after she left

the property?

A Well, she just took a job different places.

Q Do you know what she did about this property after she left from up there?

A Well, as far as I know -- I mean she always rented it.

Q I believe that one of you found among her papers this document, which I have had marked as Plaintiff's Exhibit No. 3. Do you know where that was found, sir?

A It was found in her trunk.

Q And what is it?

A It's a deed to the property.

MR. SMITH: I would ask that it be admitted into evidence, Your Honor.

THE COURT: If there is no objection, let it be admitted.

MR. CARTER: I would like to see the reference on it.

(The document was shown to Mr. Carter.)

THE COURT: And what is it, Mr. Smith?

MR. SMITH: It is the original deed to the property, Your Honor.

THE COURT: To Anna R. Cole?

MR. SMITH: And Charles H. Cole, her husband.

(Original deed to Charles H. Cole and Anna R. Cole marked Plaintiff's Exhibit No. 3 and received in evidence.)

BY MR. SMITH:

Q Now, Mr. Morris, have you, sir, known of any demand made on Mrs. Cole or on your fellow administrators for rent on the part of Mrs. Mansfield or anyone on her behalf?

A No. No one.

Q Although title to real estate would pass immediately to the heirs, I believe in the light of the number of heirs that have been involved here that you administrators have been collecting the rent since the death of Mrs. Cole?

A Yes, we did.

Q And who has collected that rent, sir?

A I have.

MR. SMITH: Witness Morris.

CROSS-EXAMINATION

BY MR. CARTER:

Q Mr. Morris, did you know a Mary Amanda Cole?

A No, I didn't know her.

Q Do you know when your aunt, Anna Cole, was married?

A I don't remember the year. Around 1923 or somewheres along in there. (To Edward Morris) Do you remember, Edward?

Q Married about 1923, you say?

A I think so. I am not sure. Somewheres along in there.

Q And her husband's name was Charles H. Cole?

A Yes.

Q And how old are you, Mr. Morris?

A 52.

Q Your recollection is that after they were married Anna and Charles Cole lived on the property at Starkey's Corner until he died, approximately 1933?

A Yes. That's my recollection, yes, sir.

Q Do you know what Anna Cole did with the property after she and her husband broke up housekeeping?

A She rented it.

MR. CARTER: I have no further questions.

BY THE COURT:

Q Mr. Morris, the Court would like to ask you one or two questions. Your aunt, Mrs. Anna Cole, was she a Morris before she married Cole?

A Yes, sir.

Q So that you are related to her through your father?

A Yes; my father and her were brother and sister.

Q Do you know whether Mr. Charles Cole and your aunt, Mrs. Anna Cole, had any children?

A No, they never had any children.

Q What relation was Charles H. Cole, the husband of your Aunt Anna, to Mary Amanda Cole?

A I really don't know, sir. I imagine that they were related.

Q Did you ever know Mary Amanda Cole?

A No, I never knew her.

Q You therefore do not know whether she was single or married?

A No, I don't.

THE COURT: All right. Thank you, Mr. Morris.

JAMES M. SPENCE, sworn.

BY MR. SMITH:

Q You are James M. Spence, and you reside at Easton?

A Yes, sir.

Q You are one of the parties to this proceeding, and I

think you, with Mr. George Morris and Mr. Edward Morris, are the administrators of Mrs. Cole?

A Yes.

Q What relation was Mrs. Cole to you, sir?

A An aunt.

Q Did you have occasion to visit her when she lived on this property, sir?

A I did, but I was very young at the time.

Q Can you shed any light on the relationship of Mary C. Cole and Mary Anna Cole and Mrs. Cole's husband, who, I believe, was Charles?

A Well, I think Mary C. Cole was Charles H. Cole's mother. I am not for sure.

Q How long did Anna Cole live on this property, Mr. Spence?

A Until Charles Cole died.

Q Do you know when he died?

A Who? Charles Cole? He died in 1933.

Q Have you ever heard of anybody claiming any other interest in the property?

A No, I haven't.

Q Now, after 1933 what was done with the property, if you know?

A Well, she rented it out.

MR. SMITH: I have no further questions.

CROSS-EXAMINATION

BY MR. CARTER:

Q Mr. Spence, what kind of improvements are located on this lot that belonged to Anna Cole?

A Well, it's nothing but the house and shed and outside toilet.

Q How long would you say the house has been there?

A Oh, I would say about fifty years.

Q So you would say that tne house that is now located on there was the same house that you visited when you were a small boy?

A Yes, sir.

Q And I believe this would be located on the left side of the road as you were proceeding from Starkey's Corner towards Price's Station; is that correct?

A Yes?

Q How old are you, Mr. Spence?

A 47.

MR. CARTER: I have no further questions.

EDWARD MORRIS, sworn.

BY MR. SMITH:

Q Your name is Edward Morris?

A Yes, sir.

Q Although your post-office address is Hendersonville, I believe you reside in Queen Anne's County, sir?

A Yes, sir.

Q What kin was Anna R. Cole to you, sir?

A She was my aunt.

Q And how old are you, sir?

A 51.

Q Did you ever have occasion to visit up at the property at Starkey's Corner?

A Yes, I had.

Q Did you visit there, sir, during the time that Mrs. Cole lived there?

A Yes, sir.

Q Do you have any idea when the house was built on it, sir?

A No, I can't recollect. The house was there as long as I can remember. That's the first time I remember her. When I first knew her, she lived there -- she and her

husband.

(Document marked Plaintiff's Exhibit No. 4, for identification.)

Q I hand you, sir, what has been marked for identification as Plaintiff's Exhibit No. 4, which appears to be a certificate of survey, and I ask you if this was found among Mrs. Cole's papers.

A It looks like one that was found there.

MR. SMITH: I ask that it be admitted in evidence, Your Honor.

MR. CARTER: No objection.

(Document marked Plaintiff's Exhibit No. 4 received in evidence.)

BY MR. SMITH:

Q How long did your aunt live up there, Mr. Morris?

A Well, she lived there ever since I can remember. I presume since she got married. That is where she lived when I first knew her. I can't remember anything about when she moved there, or anything, because her and her husband were married when I first knew them.

Q And do you know what she did with the property after her husband died?

A She rented it.

Q And how long did she rent it?

A She rented it until she died.

Q Did you ever hear of any claims made on her on the part of others who were claiming that they owned a part-interest in the property?

A No, I never did.

Q Now, I think you folks have been collecting the rent for the past year. Have any demands been made upon you for any part of the rent?

A No, I haven't heard of it.

MR. CARTER: No questions.

BY THE COURT:

Q Did you know Mr. Benjamin Carter, Mr. Morris?

A Benjamin Carter?

Q Carter.

A No, sir.

Q -- whose property was said here to be adjoining this property in question?

A No, sir, I didn't know him.

Q Did you know Mr. Olie Carter, his son?

A No, sir.

Q Did you know any of the adjoining land-owners to this lot, here, of your aunt, Anna Cole?

A No, sir; we never lived close there. We just visited her there, and I didn't know any of the people, the neighbors.

BESSIE W. STARKEY, sworn.

BY MR. SMITH:

Q What is your first name, Mrs. Starkey?

A Bessie W. Starkey.

Q And you live in close proximity to the Anna R. Cole property, I believe?

A About thirty-three years.

Q And did Mrs. Cole live there during any of the time that you have lived up in the neighborhood?

A No, I don't know anything about that.

Q When I refer to the Anna R. Cole property, by whom do you know it to be tenanted at the present time?

A Mr. Williams.

Q How close do you live to the Anna Cole property?

A I don't know. I couldn't tell you. It's not very far.

Q Well, are you on an adjoining property?

A Yes.

Q What has been the reputation in the neighborhood during the period that you have lived there as to the ownership of the property presently tenanted by Mr. Williams?

A They are wonderful people.

Q But what has been the reputation in the neighborhood as to the ownership, as to who owned the property where Mr. Williams lives? Whom have you understood to own it?

A Mrs. Cole.

Q Have you heard of anybody else claiming any interest in the property?

A No, I have not.

Q When you refer to Mrs. Cole, what Mrs. Cole do you mean?

A Mrs. Anna Cole.

CROSS-EXAMINATION

BY MR. CARTER:

Q Mrs. Cole, in one of the earlier deeds to this property that is the subject of this hearing there is a reference that it was originally owned by a man by the name of Samuel P. Starkey. Do you know Samuel P. Starkey was?

A Well, that was my husband's grandfather.

Q Grandfather?

A Yes.

Q Did you know, then, his widow, Mary Starkey?

A No, I did not.

Q Did you know any of the heirs of Mr. Samuel Starkey, other than your husband's father?

A No, I did not.

Q What was your husband's father's name?

A James.

Q James Starkey?

A Yes.

Q Did you ever hear of his sister, Emma Mansfield?

A No, I did not.

Q Did you know Mr. Starkey's sister, Mary C. Cole?

A No.

THE COURT: That was his grandfather's sister, wasn't it? Mary C.?

MR. CARTER: No; Mary C. would have been, apparently, a sister to James Starkey, who was, as I understand, the father of Carl Starkey, her late husband.

BY MR. CARTER:

Q Your husband's name was Carl Starkey?

A That is right.

Q And his father's name was James Starkey?

A That is right.

Q And his grandfather's name was Samuel P. Starkey?

A Yes.

Q Is that correct?

A That is right.

Q When were you married to Mr. Carl Starkey?

A 1934.

Q Where had you lived prior to your marriage to him?

A Rock Hall, Maryland.

MR. CARTER: That is all.

MRS. HELEN RHODES, sworn.

BY MR. SMITH:

Q For the record, what is your first name, Mrs. Rhodes?

A Helen.

Q Mrs. Rhodes, you live near Starkey's Corner?

A Right at the corner.

Q How long have you lived there?

A 37 years, January past.

Q Did you know Mrs. Anna R. Cole?

A Yes.

Q Was she living there on the property here in question

when you moved up there?

A Well, I just can't hardly recollect whether she was living there or living in Centreville.

Q You knew Mrs. Cole?

A Yes, I did.

Q Where did you live before you moved where you now are?

A Well, on a farm down just below Brown's Corner.

Q Now, Mrs. Rhodes, do you live immediately adjoining the Cole property?

A No, I don't.

Q How far do you live from it?

A Just down the road just a few hundred yards.

Q Now, when I refer to the Cole property, the Anna R. Cole property, I refer to the property currently occupied by Mr. Louis Williams. Do you know Mr. Louis Williams?

A Yes, I do.

Q During the period that you have lived in the neighborhood, whom have you understood to be the owner of the property where Mr. Louis Williams now lives?

A Mrs. Anna R. Cole.

Q Have you heard of anybody else having any claims on it?

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A No, I haven't.

Q Now; this property is improved by what?

A A frame dwelling and just a toilet, an outhouse, as well as a shed.

BY THE COURT:

Q Mrs. Rhodes, during your familiarity with this particular property that Mr. Williams now occupies -- and you said that you knew it to be owned by Mrs. Anna R. Cole -- who have been the various occupants of the property during those years?

A Well, Mr. Charlie Cole's brother and his wife lived there; in fact, his wife was deceased there. That was Mr. Charlie Cole's brother, Mr. William Cole. And then Mr. and Mrs. Wesley Larrimore and Mr. and Mrs. Irving Kemp, and then Mr. and Mrs. Williams followed them.

Q Can you state whether or not Mrs. Anna R. Cole on occasions visited Starkey's Corner during those years?

A Oh, yes.

Q And have you any knowledge as to whether or not those people claimed their occupancy as tenants of Mrs. Anna Cole?

A I didn't understand the question.

Q Did they claim to be occupants as Mrs. Cole's tenants?

A That's true..

Q Are you familiar with the property known as the Ben Carter property?

A Yes.

Q Did you know Mr. Ben Carter?

A Yes, I knew him quite well.

Q And his son, Oyler Carter?

A Yes.

Q And this property adjoins that?

A That is right.

Q And Mrs. Mary A. Cole, what relation, if you recall, was she to Mrs. Anna Cole's husband?

A Mr. Charles Cole's mother.

Q Mary A. Cole was Mr. Cole's mother?

A Yes, Mr. Cole's mother. She was living when we moved there.

Q And she is the same lady that owned the farm down on the corner of Clough Road and --

A That's true.

MR. CARTER: In the light of that, may I ask her a question?

CROSS-EXAMINATION

BY MR. CARTER:

Q You say you knew Mary Amanda Cole?

A Yes.

Q To be the mother of Charles Cole?

A Charles Cole.

Q -- who was the husband --

A -- of Anna R. Cole.

Q Anna Cole. Now, do you know who Mary C. Cole was?

A Mary C. Cole, I think, was George Cole -- that was Charlie Cole's brother's wife. They always called her Caddy, Miss Caddy Cole -- George Cole's wife.

Q The Mary C. Cole that I am referring to, I believe to be the daughter of Samuel Starkey.

A Well, that was his daughter, Samuel Starkey's daughter.

Q And you say she was the wife of whom?

A George Cole. Now, George Cole was a brother to Charles Cole.

Q Did you know Mary C. Cole's sister, Emma J. Mansfield?

A No, I never.

Q Do you know Mr. James Starkey, the father of Carl Starkey?

A I knew him quite well.

BY THE COURT:

Q Mrs. Rhodes, just for the record, what was your maiden name?

A Helen Ross.

Q And were you familiar around Starkey's corner even before you married Mr. Harry Rhodes?

A No, I wasn't, no. When we moved down my husband's farm down there at Brown's Corner, I was a bride. We stayed there five years; then we moved up the Corner.

MR. SMITH: Your Honor, that concludes our testimony.

MR. CARTER: I have no rebuttal testimony.

(Testimony concluded:)

CERTIFICATE OF REPORTER

I hereby certify that, having been duly sworn by the Clerk of the Court so to do, I recorded stenographically the testimony of the witnesses in the case of James M. Spence, et al vs. Helen M. Johnson, et al, at Centreville, Maryland, on July 24, 1967, and that the foregoing pages, 1 to 19, inclusive, are a true and accurate transcript of the said testimony, prepared by me.

Ingrid C. Miller
(Court Reporter

Filed Oct. 4. 1967

Def Ex 3 Dm
7-24-67

THIS DEED, made this eighth day of June, in the year nineteen hundred and twenty-three, by Mary Amanda Cole, widow-lady, of Queen Anne's County, State of Maryland:-

WITNESSETH THAT, in consideration of the sum of One Hundred Dollars ($100.00), the receipt of which is hereby acknowledged, the said Mary Amanda Cole does hereby grant and convey unto CHARLES H. COLE AND ANNA R. COLE, his wife, AS TENANTS BY THE ENTIRETIES, their heirs and assigns, absolutely in fee simple, the following described real estate, to wit:-

ALL that lot or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price Station and adjoining the lands of Benjamin Carter, James Starkey and Mary A. Cole, this tract of land being a part of the Cole Tract, and is contained within the following metes and bounds, courses and distances, to wit:- BEGINNING at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter lot and running with the Carter lot, North 53 degrees 15 minutes East, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot, North 36 degrees West, 144 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, South 51 degrees 45 minutes West, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, South 36 degrees 15 minutes East, 145 feet and 5 inches, containing SIXTY-NINE ONE HUNDREDTHS OF AN ACRE OF LAND, (.69 Acres of land).

Being part of the same land conveyed to the said Mary Amanda Cole by deed from Mary C. Cole and husband, dated September 2nd, 1920, and recorded in Liber J. F. R. #5, folio 231, a land

record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereon erected and being, and all and singular the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining.

AND the said Mary Amanda Cole does hereby convenant that she will warrant specially the above described property, and that she will execute such further assurances to said land as may be requisite.

Witness the hand and seal of the Grantor.

TEST:- Nelson J Broom Mary Amanda Cole (SEAL)

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

I HEREBY THAT ON THIS 17th day of June, in the year nineteen hundred and twenty-three, before the Subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Mary Amanda Cole, the Grantor above named, and acknowledged the aforegoing DEED to be her act.

Witness my hand and Notarial Seal.

Nelson J Broom
NOTARY PUBLIC.

I H E R E B Y C E R T I F Y , That, at the request of Mrs. Charles H. Cole, I surveyed on April 21st, 1923, a lot or tract of land, situate, lying and being in the Second Election District of Queen Anne County, State of Maryland,at Starkey's Corner, on the north side of the public road leading from Starkey's Corner to Price's Station and adjoining the lands of Benjamin Carter, James Starkey, and Mary A. Cole, this tract being a part of the Cole tract, and is contained within the following metes and bounds, courses and distances to wit:

Beginning at a stone or concrete block along the north side of the said public road at a corner for the said Benjamin Carter and running with the Carter lot, North 53 degrees I5 minutes East, 207 feet and 5 inches to a corner of the Starkey lot; thence with the Starkey lot, North 36 degrees West, I44 feet and 6 inches to a corner for the Mary A. Cole lot; thence with the Cole lot, South 5I degrees 45 minutes West, 208 feet and 9 inches to the northern edge of the aforesaid public road; thence with this edge, South 36 degrees I8 minutes East, I45 feet and 5 inches, containing .69 Acres of Land.

Centreville, Md.,
April 23rd, I923.

Surveyor for Queen Anne County, Md.

Ref. 4
Jm. 7-24-67

MHS:mcb 10/14/67

53

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	CHANCERY NO. 4818
HELEN M. JOHNSON, et al. Defendants	:	PETITION FOR ALLOWANCE OF ADDITIONAL COMMISSIONS

The Petition of Marvin H. Smith, Trustee in the above entitled cause, respectfully represents:

1. As will appear by the proceedings herein, he was duly appointed Trustee to make sale of the real estate herein.

2. The sale price of said real estate was $2,000.

3. Under Local Rule 1300 your Petitioner would be entitled to commissions of $200 for his services.

4. In this case your Petitioner as counsel for the Plaintiffs, prepared Bill of Complaint with 21 parties Plaintiff and 91 parties Defendant, forwarded copy of Order of Publication in accordance with Md. Rule 105F to 51 non-resident Defendants, prepared affidavit relative to same and participated in hearing relative to exceptions to ratification of sale, all of which are not included in the normal proceeding of this kind.

WHEREFORE, your Petitioner prays that he may be allowed such additional sum by way of commissions as compensation for his services as to this Honorable Court may appear just and proper.

AND as in duty bound, etc.

Marvin H. Smith
103 Law Building
Denton, Md. 479-2250
Trustee

LAW OFFICES
OF
MARVIN H. SMITH
103 LAW BUILDING
DENTON, MARYLAND
21629
P. O. BOX 309
TELEPHONE:
AREA CODE 301
479-2250

714

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of October, 1967, before the undersigned, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Marvin H. Smith, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Virginia D. Towers

Notary Public

VIRGINIA D. TOWERS NOTARY PUBLIC CAROLINE COUNTY

Filed Oct. 18, 1967

54

JAMES M. SPENCE, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs	:	CHANCERY NO. 4818
HELEN M. JOHNSON, et al. Defendants	:	

ORDER OF COURT

Upon consideration of the aforegoing Petition and Affidavit, it is this 20th day of October, 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED, that Marvin H. Smith, Trustee, be, and he is, hereby allowed the sum of One hundred dollars ($100.00) as commissions for his services herein in addition to the sum of $200, to which he is entitled under Local Rule 1300A.

Thos. J. Keating Jr.

JUDGE

Filed Oct. 20, 1967

35

JAMES M. SPENCE, et al.

vs.

HELEN M. JOHNSON, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 4818

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 Marvin H. Smith, Trustee, who was by decree of this Court of April 17, 1967, 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 the said Trustee is charged with the proceeds of sale and is allowed thereafter his commissions for making said sale, an additional commission, per Order of Court, the court costs, the several advertising costs, the costs of reprints of Order of Publication, the Trustee's bond premium on the corporate surety bond, the charges of the auctioneer, expenses of certified mail, the seller's pro rata share of state and county taxes and the fee of your Auditor for stating this account, and the balance was directed to be distributed to the heirs of the decedent.

Respectfully submitted,

J. Thomas Clark

Auditor

Filed Nov. 6. 1967

716

Cause No. 4818

The proceeds of the sale of real estate reported in this cause, in account with Marvin H. Smith, Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said lands).

Cr.

1967
Sept. 18 By proceeds of the sale of land, per report of sale of said vendor, to wit:----------$2,000.00

Dr.

To Marvin H. Smith, Trustee, the following, to wit:
1-His commissions for making said sale, per Order of Court---------$200.00
2-Additional commissions, per Order of Court---------- 100.00 $ 300.00

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, per statement exhibited, to wit:
1-Costs of Chas W. Cecil, Clerk--$410.90
2-Costs of Examiner---------- 10.00
3-Costs of Clerk to Examiner----- 7.50
4-Costs of witnesses---------- 6.00
5-Costs of Court Reporter-------- 55.00
6-Costs of Ex-Sheriff of Queen Anne's County---------- 40.00
7-Costs of Sheriff of Baltimore City---------- 28.00
8-Costs of Sheriff of Baltimore County---------- 4.00
9-Costs of Sheriff of Caroline County---------- 16.00
10-Costs of Sheriff of Talbot County---------- 2.00
11-Costs of Sheriff of Kent County---------- 4.00
12-Appearance fee of Marvin H. Smith, Attorney---------- 10.00
13-Costs of Guardian Ad Litem---- 4.50 597.90

To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, to wit:
1-Publishing Advertisement of Sale----------$ 85.50
2-Publishing Order Nisi of Sale-- 14.00
3-Publishhing Order of Publication 346.88 446.38

November 6, 1967

J. Howard Clark
Auditor

To do., for an amount paid Queen Anne's Publishing Co., for reprints of Order of Publication, per receipt exhibited, to wit:----------$ 10.00

To do., for an amount due B & B Insurance Agency, for the corporate surety bond of the Trustee, filed in this cause---------- 16.00

To do., for an amount due Joseph Jackson, Auctioneer, for crying said sale, per statement exhibited, to wit:---------- 25.00

To do., for an amount due Marvin H. Smith, for expenses of certified mail, per statement exhibited, to wit:---------- 25.50

To do., for an amount paid Louis E. Williams, for vendor's share of State and County taxes, per settlement sheet exhibited, to wit:---------- 9.60

To J. Thomas Clark, Auditor, for stating this account and mailing the required notices, the sum of---------- 90.00

To amount to be carried forward for distribution to the heirs at law of Anna R. Cole, deceased, the sum of---------- 464.62

$2,000.00 $2,000.00

November 6, 1967

Auditor

Cr.

By balance carried forward for distribution to the heirs at law of Anna R. Cole, deceased----------$464.62

Dr.

To the children of William Morris, deceased half brother:
1-Helen M. Johnson, a 1/8 of 1/9 interest of the same, the sum of----------$6.45
2-Hilda M. Albright, a 1/8 of 1/9 interest of the same, the sum of---------- 6.45
3-Wilburn R. Morris, a 1/8 of 1/9 interest of the same, the sum of---------- 6.45
4-George W. Morris, a 1/8 of 1/9 interest of the same, the sum of---------- 6.45
5-Violet M. Miller, a 1/8 of 1/9 interest of the same, the sum of---------- 6.45
6-Earl Morris, a 1/8 of 1/9 interest of the same, the sum of---------- 6.45

November 6, 1967

Auditor

7-Children of Mary M. Montague, deceased ddughter of William Morris:
  a. Oscar Montague, a 1/16 of 1/9 interest of the same, the sum of----------$3.23
  b. Evelyn Ogle, a 1/16 of 1/9 interest of the same, the sum of---------- 3.23

8-Children of Wilson Morris, deceased son of William Morris:
  a. Cynthia Quinby Morris, infant, a 1/24 of 1/9 interest of the same, the sum of---------- 2.15
  b. Linda Morris, infant, a 1/24 of 1/9 interest of the same, the sum of---------- 2.15
  c. James George Morris, infant, a 1/24 of 1/9 interest of the same, the sum of---------- 2.16

To the children of Walter Morris, deceased half brother:
  1-Edna M. Moore, a 1/9 of 1/9 interest of the same, the sum of---------- 5.73
  2-Mildred M. Martin, a 1/9 of 1/9 interest of the same, the sum of---------- 5.73
  3-Lillian M. Andrews, a 1/9 of 1/9 interest of the same, the sum of---------- 5.73
  4-Elizabeth M. Thomas, a 1/9 of 1/9 interest of the same, the sum of---------- 5.73
  5-Catherine M. Moran, a 1/9 of 1/9 interest of the same, the sum of---------- 5.74
  6-Nora M. Argo, a 1/9 of 1/9 interest of the same, the sum of---------- 5.74
  7-Gladys M. Lofland, a 1/9 of 1/9 interest of the same, the sum of---------- 5.74
  8-Louise M. Jester, a 1/9 of 1/9 interest of the same, the sum of---------- 5.74
  9-Walter Morris, a 1/9 of 1/9 interest of the same, the sum of---------- 5.74

To the children of Roland Morris, deceased half brother:
  1-Nellie M. Lankford, a 1/6 of 1/9 interest of the same, the sum of---------- 8.61
  2-Viola M. Butler, a 1/6 of 1/9 interest of the same, the sum of---------- 8.61
  3-Marie M. Peipiora, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
  4-Bernard Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
  5-Kennard Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
  6-Children of Roland Morris, Jr., a deceased son of Roland Morris:
    a. Virginia M. Lynch, a 1/12 of 1/9 interest of the same, the sum of---------- 4.30
    b. Phyllis Morris, infant, a 1/12 of 1/9 interest of the same, the sum of---------- 4.30

November 6, 1967

Auditor

To the children of Otis Morris, a deceased brother:
1-George W. Morris, a 1/6 of 1/9 interest of the same, the sum of----------$8.61
2-Otis Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.61
3-Cookman Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
4-Julia M. Meredith, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
5-Ellen M. Griffin, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
6-Ruth M. Gulrich, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60

To the children of Raymond Morris, a deceased brother:
1-E. Carl Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.61
2-James Morris, a 1/6 of 1/9 interest of the same, the sum of---------- 8.61
3-Robert Morris, a 1/6 of 1/9 interest of the same, the sum of----------8.60
4-Margaret M. Crane, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
5-Ruth M. Garrow, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60
6-Esther M. Porterfield, a 1/6 of 1/9 interest of the same, the sum of---------- 8.60

To the children of Lula M. Spence, a deceased sister:
1-Woodrow Spence, a 1/4 of 1/9 interest of the same, the sum of---------- 12.90
2-Dorothy S. Moore, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
3-James M. Spence, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
4-Margaret Spence, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91

To the children of Clark Morris, a deceased brother:
1-Virginia M. Kimbles, a 1/4 of 1/9 interest of the same, the sum of---------- 12.90
2-Lula Mae Massey, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
3-Elizabeth Kanouse, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
4-Isabelle M. Kimbles, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91

To the children of Turner, Morris, a deceased brother:
1-Turner Morris, a 1/4 of 1/9 interest of the same, the sum of---------- 12.90
2-Pauline M. Blades, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
3-Marjorie M. Cronshaw, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91
4-Grace M. White, a 1/4 of 1/9 interest of the same, the sum of---------- 12.91

November 6, 1967

Auditor

To the children of Ellwood Morris, a deceased brother:

1-Stanley Morris, a 1/8 of 1/9 interest of the same, the sum of	$6.46
2-Edward Morris, a 1/8 of 1/9 interest of the same, the sum of	6.46
3-Violetta M. Young, a 1/8 of 1/9 interest of the same, the sum of	6.46
4-Rebecca M. Hizer, a 1/8 of 1/9 interest of the same, the sum of	6.45
5-Josephine M. Chance, a 1/8 of 1/9 interest of the same, the sum of	6.45
6-William Morris, a 1/8 of 1/9 interest of the same, the sum of	6.45
7-Robert Morris a 1/8 of 1/9 interest of the same, the sum of	6.45
8-Children of Elmer Morris, a deceased son of Ellwood Morris:	
a. Debbie Morris, infant, a 1/32 of 1/9 interest of the same, the sum of	1.62
b. Barry Morris, infant, a 1/32 of 1/9 interest of the same, the sum of	1.61
c. Barbara Jo Morris, infant, a 1/32 of 1/9 interest of the same, the sum of	1.61
d. Robin Morris, infant, a 1/32 of 1/9 interest of the same, the sum of	1.61
	$464.62

$464.62

November 6, 1967

J. Thomas Clark
Auditor

Filed Nov. 6. 1967

56

JAMES M. SPENCE, et al. — IN THE CIRCUIT COURT

vs. — FOR QUEEN ANNE'S COUNTY

HELEN M. JOHNSON, et al. — IN EQUITY No. 4818

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 6, 1967, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Marvin H. Smith, Trustee
103 Law Building
Denton, Maryland 21629

James M. Spence
RFD #2, Box 205
Easton, Maryland

George W. Morris and
Mary C. Morris
Queen Anne, Maryland

Edward A. Morris and
Alverta Morris
Henderson, Maryland

Violet Miller and
John Miller
5119 Wright Avenue
Baltimore, Md. 21205

Mildred M. Martin and
Robert Martin
2049 Chichester Avenue
Linwood, Pa.

Nora M. Argo and
Richard Argo
Milford, Delaware

Gladys M. Lofland and
Joseph Lofland
Marshal Avenue
Milford, Delaware

Louise M. Jester and
Charles Jester
Shawnie Road
Milford, Delaware

Woodrow Spence and
Miriam Spence
6117 Blando
Omaha, Nebraska 68104

Pauline M. Blades and
Harry Blades
Preston, Maryland

Dorothy S. Moore and
Claude Moore
P.O. Box 115
Havre de Grace, Maryland

Helen M. Johnson and
George W. Johnson
4324 East Eager Street
Baltimore, Md. 21205

Hilda M. Albright and
Joseph Albright
2914 E. Madison Street
Baltimore, Md. 21205

Wilburn R. Morris and
Mary Morris
1137 Sherwood Avenue
Baltimore, Md. 21212

George W. Morris and
Ann Morris
410 Lenwood Drive
Costa Mesa, California

Earl Morris and
Pearl Morris
151 Mitschner Road
Dover, Delaware

Oscar Montague and
Elisabeth Montague
40 Onway Place
Garfield Park
New Castle, Delaware

Evelyn Ogle and
George T. Ogle
Pine Tree Road
Townsend, Delaware

Cynthia Quinby Morris
1453½ Mansfield
Hollywood, California

Linda Morris
1453½ Mansfield
Hollywood, California

James George Morris
1453½ Mansfield
Hollywood, California

Edna M. Moore and
Roy Moore
32 Lawson Avenue
Claymont, Delaware

Lillian Andrews and
Roland Andrews
10 Maple Street
Marcus Hook, Pa.

Elizabeth M. Thomas and
Carvel Thomas
620 New York Avenue
Claymont, Delaware

Catherine M. Moran and
Charles Moran
620 New York Avenue
Claymont, Delaware

Walter Morris and
Altheia Morris
Boulevard Restaurant
Milford, Delaware

Nellie M. Lankford and
Alvin Lankford
R.D. #2
Vincentown, N. J. 08088

Viola Butler and
Otley Butler
3116 W. 9th Street
Chester, Pa.

Marie Piepiora and
Bernard Piepiora
6636 Perry Avenue
Upper Darby, Pa.

Bernard Morris and
Elizabeth Morris
1039 Galbraith Avenue
Boothwyn, Pa. 19062

Kennard Morris and Gwen Morris
4312 Post Road--Trainer
Chester, Pa.

Virginia Lynch and
John Lynch
414 Pyle Road
Bethel Township
Chadds Ford, Pa.

Phyllis Morris
509 Taylor Avenue
Linwood, Pa.

Otis Morris and
Hope Morris
Centreville, Md.

Cookman Morris and
Eva Morris
Ridgely, Maryland

Julia Meredith
2624 Wycliffe Rd.
Baltimore, Md. 21234

Ellen M. Griffin and
John Griffin
Ridgely, Maryland

Ruth Gulrich and
Mathew Gulrich
Henderson, Maryland

E. Carl Morris and
Lida Morris
R.D. #2
Middletown, Delaware

James Morris and
Hilda Morris
5 Caldwell Place
Newark, Delaware

Robert Morris and
Juanita Morris
700 Augustine Street
Bestfield
Wilmington, Del. 19804

Margaret M. Crane and
Ralph Crane
54 Prospect Avenue
Newark, Delaware

Ruth M. Garrow and George Garrow
108 Bernice Drive East Meadows
New York, New York

Esther M. Porterfield and
Vernon Porterfield
11 Reading Lane
Bethpage, L.I., New York

Virginia M. Kimbles
and William Kimbles
Centreville, Maryland

Elizabeth Kanouse and
William Kanouse
129 W. Berkley Street
Clifton Heights, Pa.

Marjorie Cronshaw and
Price Cronshaw
Centreville, Md..

Grace M. White
1554 Upshire Road
Baltimore 18, Maryland

Turner Morris and
Ivy Morris,
Church Hill, Maryland

Stanley Morris and
Katherine Morris
Greensboro, Maryland

Robert Morris and
Annalesa Morris
Ingleside, Md. 21644

Barry Morris
C/o Mrs. Elmer Morris
Sudlersville, Maryland

Robin Morris
c/o Mrs. Elmer Morris
Sudlersville, Maryland

Edward Turner, Guardian ad Litem
Lawyers Row
Centreville, Maryland

Margaret Spence
P. O. Box 205
Easton, Maryland

Lula Mae Massey
and Leon Massey
Church Hill, Maryland

Isabelle Kimbles and
Franklin Kimbles
Chestertown, Md. RD #3

Violetta Young and
Samuel Young
13 W. Baltimore Avenue
Clifton Heights, Pa.

Rebecca Hizer and
Edmund Hizer
441 Seven Oak Stride
Clifton Heights, Pa.

Josephine Chance and
Grayson Chance, Jr.
R.D. #3
Centreville, Md.

William Morris and Ethel Morris
Church Hill, Maryland 21623

Debbie Morris
c/o Mrs. Elmer Morris
Sudlersville, Md.

Barbara Jo Morris
c/o Mrs. Elmer Morris
Sudlersville, Md.

Clayton C. Carter, Attorney
204 N. Commerce St.
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on November 6, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 21, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 22, 1967.

John Thomas Clark
Auditor

Filed Nov. 6. 1967

724

NISI RATIFICATION OF AUDIT

57

James M. Spence et al

vs.

Helen M. Johnson et al

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

Cause No. 4818

ORDERED, this 6th. day of November, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 22nd. day of November, 1967, 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 successive weeks before the day of , 19~~.

Charles W. Cecil Clerk

Filed Nov. 6, 1967

58

James M. Spence et al

vs.

Helen M. Johnson et al

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4818

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th day of November, 1967, 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 Marvin H. Smith, 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 27, 1967

59

JAMES M. SPENCE, et al,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
HELEN M. JOHNSON, et al,	:	CHY. NO. 4818
Defendants	:	PETITION OF TRUSTEE TO PAY OVER FUNDS OF CERTAIN MINORS TO THE PARENT OF THE MINORS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin H. Smith, Trustee in the above entitled cause, respectfully represents:

1 - By the audit duly ratified by this Honorable Court the following sums were audited unto the following minors:

Cynthia Quinby Morris	$2.15
Linda Morris	2.15
James George Morris	2.16
Robin Morris	1.61
Barbara Jo Morris	1.61
Barry Morris	1.61
Debbie Morris	1.62

2 - No guardians have been appointed for said minors.

3 - Your petitioner is desirous of being finally discharged as Trustee herein.

4 - To deposit such a small sum in the savings department of a bank pursuant to Local Rule 1378 would be unprofitable to the banking institution involved.

5 - The mother of Cynthia, Linda and James, as will appear by letters appended hereto marked "Petitioner's Exhibit A" and "Petitioner's Exhibit B", and the mother of Robin, Barbara, Barry and Debbie, as will appear by letter appended hereto marked "Petitioner's Exhibit C" have requested that said funds be disbursed to them in accordance with Code (1966 Repl. Vol.) Art. 16, § 61.

Wherefore, Your petitioner prays this Honorable Court to pass an order authorizing him to disburse the funds of said minors unto their respective mothers and, upon filing of release from each of said mothers for the sums aforesaid, that he may be finally discharged herein.

LAW OFFICES
OF
MARVIN H. SMITH
LAW BUILDING
DENTON, MARYLAND
DENTON 225 - 226

AND as in duty bound, etc.

Marvin H. Smith,
Trustee

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th day of February, 1969, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared MARVIN H. SMITH, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

Filed Feb. 11, 1969

LAW OFFICES
OF
MARVIN H. SMITH
LAW BUILDING
DENTON, MARYLAND
DENTON 225 • 226

60

JAMES M. SPENCE, et al, : IN THE CIRCUIT COURT
Plaintiff : FOR QUEEN ANNE'S COUNTY
vs. : IN EQUITY
HELEN M. JOHNSON, et al, : CHY. NO. 4818
Defendants :

ORDER OF COURT

Upon consideration of the aforegoing petition and affidavit, it is this day of February, 1969, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that Marvin H. Smith, Trustee, be, and he is, hereby authorized and empowered to disburse the following sums due the following minors:

Cynthia Quinby Morris----------$2.15
Linda Morris---------- 2.15
James George Morris---------- 2.16

unto Mary Morris, their mother, and the following sums due the following minors:

Robin Morris----------$1.61
Barbara Jo Morris---------- 1.61
Barry Morris---------- 1.61
Debbie Morris---------- 1.62

unto Alice G. Morris, their mother, in each instance for the maintenance and support of said minors in accordance with Code (1966 Repl. Vol.) Art. 16, § 61, and

It is further ORDERED that upon filing of release from each of said parents said Trustee shall be, and he is, hereby finally discharged.

B. Hackett Turner Jr.
JUDGE.

Filed Feb. 11, 1969

LAW OFFICES
OF
MARVIN H. SMITH
LAW BUILDING
DENTON, MARYLAND
DENTON 225 - 226

728

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

AIR MAIL

MARVIN H. SMITH
P.O.Box 309
Denton,Maryland 21629

January 29, 1969

Mrs. Wilson Morris
c/o Dr. James J. Julian
2321 Holly Drive
Hollywood, California 90028

Dear Mrs. Morris:

I again call your attention to the fact that in the Cole matter I need to have your Christian name and the ages of each of your children. Please send this to me promptly. If I do not receive it by February 12, then I shall just simply pay the money into the Registry of the Circuit Court for Queen Anne's County.

Very truly yours,

Marvin H. Smith

MHS:esm

"Petitioner's Exhibit A"
Feb 11, 1969

Marvin H. Smith

To whom it may concern.

I have sent you birth dates, Christian names, ages of each child many times, do what ever you want, either you mail the money due me, or forget bothering with the some questions. I am residing at 1545 No Detroit - Hollywood
Mrs Mary Morris

P.S. I need the money - (send it.)
I am not working, and not feeling well. The children are all with me and well.

Filed Feb. 11, 1969

Clerk

Clerk

MRS. WILSON MORRIS
1414 N. ORANGE DR
Hollywood Calif
Ho 30686

JAMES J. JULIAN, M. D.

2321 HOLLY DRIVE
HOLLYWOOD, CALIFORNIA 90028

HOLLYWOOD 9-9492

DEAR MR. SMITH:

I would like you to prepare A court order to withdraw $54.48 each for my children Cynthia, Linda, & Jimmy.

I AM AN UNEMPLOYED & INCAPACITATED widow & could use the money for their clothing. It does not AMOUNT to enough to KEEP IN A BANK ACCOUNT

I thank you IN ADVANCE for YOUR ASSISTANCE IN this matter

"Petitioner's Exhibit B"
Filed Feb 11 1969

Respectfully yours,
Mrs. Wilson Morris

(over)

Pr

I am forced to move Again so will
you please Address me % of Dr Julian
whose Address is permanent.

Thank You
Mrs. Wilson Morris

Filed Feb. 11, 1969

INSTRUCTIONS TO RECIPIENT
1. WRITE REPLY ON BOTTOM HALF.
2. DETACH STUB, RETAIN WHITE COPY AND RETURN PINK COPY TO SENDER

Quick-Notes
Lawyers and Judges Publishing Co., Inc.
4762 E. SPEEDWAY BLVD. / P.O. BOX 6081
TUCSON, ARIZONA / 85716

INSTRUCTIONS
1. DETACH AND KEEP YELLOW
2. SEND WHITE AND PINK PARTS WITH CARBON TO PERSON ADDRESSED.

TO:

Mrs. Elmer Morris
Sudlersville, Maryland

~~Attorney~~
MARVIN H. SMITH
~~Attorney at Law~~
Denton, Maryland 21629
P.O. Box 309
Telephone 479-~~2222~~ 2693
Area Code 301

SUBJECT
IN RE:

CASE OR FILE NO.

DATE
October 18, 1968

FOLD

MESSAGE

I enclose herewith copy of letter to you under date of September 3, 1968.
May I please have a reply?

MHS

REPLY

DATE OF REPLY
Nov. 5, 1968

REPLY TO
Marvin R. Smith

Alice Grace Morris
Debbie age 15
"Petitioner's Barry " 13
Exhibit C" Barbara Jo " 11
Filed Feb Robin " 6
11. 1969

In regard to the sum of money
Mentioned in letter Sept. 3, 1968 I
need this money for their support.

SIGNED Alice G. Morris

THIS MEMORANDUM, A COPY OF WHICH IS IN OUR FILES, IS SENT TO YOU IN THIS FORM TO AVOID THE DELAYS INCIDENT TO DICTATION AND REGULAR OFFICE ROUTINE.

6/

JAMES M. SPENCE, et al,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
HELEN M. JOHNSON, et al,	:	CHY. NO. 4818
Defendants	:	DEPOSIT

MR. CLERK:

Pursuant to Maryland Rule B78c there is hereby paid over to you the sum of $26.88 being: the amount due the following individuals in the following amounts as per audit filed in this proceeding:

Robert Morris	$8.60
Ruth M. Gulrich	8.60
Oscar Montague	3.23
Wilburn R. Morris	6.45

Marvin H. Smith,
Trustee

Filed Feb. 11. 1969

LAW OFFICES
OF
MARVIN H. SMITH
LAW BUILDING
DENTON, MARYLAND
Denton 925 - 226