

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of June, in the year nineteen hundred and sixty six, the following Bill of Complaint to Quiet Title was brought to be recorded, to wit:-

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of  
FIRST FIDELITY SAVINGS AND  
LOAN ASSOCIATION, INC.  
2 East Lexington Street  
Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK,  
also known as  
Charlene M. F. Mogensen;  
and all other persons, their heirs,  
devisees, personal representatives  
and administrators, who could claim  
any interest in the real estate men-  
tioned in these proceedings or who  
could claim to hold a lien or en-  
cumbrance on the real estate mention-  
ed in these proceedings.  
Addresses Unknown

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

DOCKET C.W.C. #1

Folio 162

Case No. 4773

File No. \_\_\_\_\_

BILL OF COMPLAINT TO QUIET TITLE

The Bill of Complaint of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., by F. Clifford Hane, his attorney, respectfully represents:

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

2. That your Orator is the owner of Lot 6, Block 30, Section 2, of the subdivision of Bay City, in the 4th Election District of Queen Anne's County, in the State of Maryland, by virtue of a deed dated March 23, 1962, from Francis J. Valle, Trustee, to First Fidelity Savings and Loan Association, Inc., which deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. 65, folio 351, as reference thereto will more fully appear.

3. That said lot is a vacant and unimproved parcel of land.

4. That on August 26, 1961, the First Fidelity Savings and Loan Association, Inc. through its agent, The Bridgeside Company, entered into a sales contract with Charlene Murphy Flick, also nown known as Charlene M. F. Mogensen, under the terms of which she agreed to purchase said lot of ground, in fee simple, for the sum of \$890.00, of which she at that time paid \$1.00 on account, and delivered to the said First Fidelity Savings and Loan Association, Inc. a note for the balance of \$889.00, which amount she agreed to repay with interest at the rate of 6% per annum, in installments of \$15.23 on the first of each month thereafter, beginning on October 1, 1961; a photostatic copy of said sales contract and installment note being attached hereto and marked "Orator's Exhibit No. 1" and prayed to be taken as a part hereof.

5. That by Order of the Circuit Court of Baltimore City dated August 1, 1963, in a cause entitled "Ex Parte in the Matter of First Fidelity Savings and Loan Association, Inc." (Docket 102A, folio 424, Case No. A-42857), Harry B. Wolf, Jr. was appointed Receiver; and by Order of said Court dated April 11, 1966, in said cause, Casimir M. Zacharski, Jr. was appointed Substitute Receiver therein.

6. That your Respondent made payments in accordance with the provisions of said installment note until February 4, 1965, when a payment of \$15.23 was received, and since that time, no more payments on the installment note have been paid although letters demanding payment have been mailed to her at her then last known address by both regular and certified mail.

7. That on March 31, 1965, the Receiver received a note endorsed on the bottom of a letter dated March 22, 1965 to your Respondent's mother, that she did not know where Mrs. Mogensen resided, and did not know what she would do concerning the installment note and contract.

8. That subsequent thereto, your Orator has repeatedly tried to contact the Respondent, and its letter of May 10, 1965, forwarded to the Respondent by airmail was returned to the First Fidelity Savings and Loan Association, Inc. marked "Unknown" and "Address unknown"; and its certified mail letter "return receipt requested" was returned to it in September of 1965 and marked by the Post Office as "Refused".

9. That no action at law or proceeding in equity is pending to enforce or test the validity of the constructive title of the Respondent.

10. That by reason of the Respondent's failure to make payments under the terms of the contract of sale, your Orator is unable to give proper notice to the Respondent to terminate the contract in accordance with the provisions therein contained, and it unable to convey good title to a prospective purchaser, should the property again be sold under a contract of sale.

WHEREFORE Your Orator prays

(a) That this Honorable Court decree that the Orator Substitute Receiver has absolute ownership and the right of absolute disposition of the land referred to in this action.

(b) That this Honorable Court will grant an absolute and permanent

injunction against the exercise by the Respondent in this cause, or anyone claiming by, through or under her, of her or their claim to said property by any action either at law or equity, or otherwise.

(c) That Your Orator may have such other and further relief as the case may require.

And as in duty bound, etc.

CASIMIR M. ZACHARSKI, Jr.  
Casimir M. Zacharski, Jr.,  
Substitute Receiver of  
First Fidelity Savings and  
Loan Association, Inc.

F. CLIFFORD HANE  
F. Clifford Hane  
Attorney for  
Casimir M. Zacharski, Jr., etc.  
Queenstown, Md. 827-8787

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I HEREBY CERTIFY that on this 31st day of May, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CASIMIR M. ZACHARSKI, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., who made oath in due form of alw that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his information and belief.

AS WITNESS my hand and Notarial Seal.

H. A. FELDMANN  
HERMAN A. FELDMANN Notary Public.  
MY COMMISSION EXPIRES JULY 1, 1967

Notary  
Public  
Seal.

Filed June 3, 1966

ORATOR'S EXHIBIT NO. 1

SALES CONTRACT

SALES REPRESENTATIVE  
DAVID M. NICHOLS & CO.  
15 West Franklin Street  
Baltimore 1, Maryland  
Exington 9-6885  
Eastern Shore Office  
Kent Island Shopping Center  
Stevensville, Maryland

SEE RESTRICTIONS ATTACHED WHICH BECOME A PART OF  
THIS CONTRACT  
Copy of which has been received by purchaser  
BAY CITY  
Queen Anne County, Maryland

Received of Charlene Murphy Flick a deposit of \$1.00 as part payment for purchase from The Bridgeside Company of Lot 6 Blk. 30 Section II of the subdivision Bay City in Queen Anne County, Maryland, the total purchase price to be \$890.00 TERMS: \$ \_\_\_\_\_ in cas (of which the above deposit shall be a part) to be paid within five days after this date; remainder to be paid in monthly sums of \$15.23 or more on the 1st day of each succeeding month, with interest at the rate of 6% per annum \_\_\_\_\_ paid balance, until the entire purchase price is paid. Monthly payments shall be applied to principal, interest and taxes, and principal shall be credited monthly and interest shall be adjusted monthly.

Upon acceptance by The Bridgeside Company this received, including the conditions and restrictions as recorded among the land records of Queen Anne County, copy of which has been received by purchasser, shall constitute the entire contract with the purchaser, subject to the following provisions;

1. Upon full payment of the purchase price, The Bridgeside Company will prepare and deliver to the purchaser, a special warranty deed conveying the above mentioned lot or lots, free and clear of encumbrances, but subject to the restrictions and conditions as recorded among the land records of Queen Anne County, copy of which has been received by purchaser. The purchaser agrees to pay the cost of such conveyance including notary fees, revenue stamps and all recording charges.

2. Time shall be the essence of this contract and in the event the Purchaser shall fail to make any payment as hereinabove provided, The Bridgeside Company may declare this contract void, and all amounts paid prior to the time of such default shall be and become the property of and shall be retained by The Bridgeside Company as liquidated damages for the breach of this contract. In the event of a breach by the Purchaser, the surrender of any outstanding purchase note by The Bridgeside Company to the purchaser shall constitute sufficient notice of its intention to declare this contract void.

3. The agreement shall be subject to the Purchaser's application for membership in the CHESTER BEACH CLUB, INC. being approved by the membership committee. In the event of disapproval this agreement shall be inoperative and the deposit made by the purchaser shall be returned.

4. No assignment of this agreement shall be made by the Purchaser, or by any subsequent holder thereof, without the written consent of The Bridgeside Company.

Date: AUGUST 26, 1961  
CHARLENE MURPHY FLICK  
(Purchaser)

DAVID M. NICHOLS & CO.  
Sales Representative  
By NICK HOXTER, Jr.



\_\_\_\_\_  
(Purchaser)  
  
3138 North Tenth St. Arlington 1, Va.  
Apt. 2. D.  
(Address)

Jackson 4 - 2736      Stenographer  
(Telephone)          (Occupation)  
Worth 7 - 2314

INSTALLMENT NOTE  
\$889.00

Realtor \_\_\_\_\_

ACCEPTED: Date August 30, 1961

THE BRIDGESIDE COMPANY, Agents for  
First Fidelity Savings & Loan Association

By DAVID M. NICHOLS      \_\_\_\_\_  
President

August 26, 1961

For value received I/We promise to pay to the order of First Fidelity Savings & Loan Association Eight Hundred and Eighty Nine Dollars (\$889.00) Dollars at its office, 215 E. Fayette Street, Baltimore 2, Maryland, or at such other place as may be designated by The Bridgeside Company with interest at the rate of six per cent (6%) per annum until paid. Payable in the following installments:      \$ 15.23  
on October 1st, 1961      and      \$ 15.23  
or more on the 1st day of each succeeding month, until paid in full. I/We further agree that failure in the payment of any installment shall render the entire note due and payable on demand at the option of the holder, including attorney's fees for collection in case payment shall not be made.

CHARLENE MURPHY FLICK  
Maker.

\_\_\_\_\_  
Maker.

3138 North Tenth St., Arlington 1, Va.  
Apt. 2. D.

\_\_\_\_\_  
Address

Filed June 3, 1966

Orator's Exhibit No. 1  
Examiner's Exh. #1

PETITION OF PLAINTIFF FOR ORDER OF PUBLICATION AGAINST RESPONDENT.  
Filed June 3, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of  
FIRST FIDELITY SAVINGS AND  
LOAN ASSOCIATION, INC.  
2 East Lexington Street  
Baltimore, Md. 21202  
  
vs.

IN THE CIRCUIT COURT  
  
FOR  
  
QUEEN ANNE'S COUNTY  
  
IN EQUITY  
  
Docket C.W.C. No. 1  
Folio 162  
Case No. 4773  
File No. \_\_\_\_\_

CHARLENE MURPHY FLICK,  
also known as Charlene M. F. Mogensen;  
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  
enclumbrance on the real estate  
mentioned in these proceedings.

PETITION

The petition of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., by F. Clifford Hane, his attorney in the above entitled cause, respectfully shows:

1. That a Bill to Quiet Title in the above entitled cause was filed in this Honorable Court on June 3rd, 1966, being Chancery No. 4773.
2. That an Order of Publication was filed with said Bill and same was forwarded to the Queen Anne's County Record-Observer, for publication commencing in the issue of June 9, 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 petitioner prays this Honorable Court to issue an Order directing process of publication against the Respondents as of June 9, 1966.

Respectfully submitted,

F. CLIFFORD HANE,  
F. Clifford Hane,  
Attorney for the Orator.

Filed June 3, 1966

ORDER OF COURT DIRECTING CLERK TO ISSUE AN ORDER OF PUBLICATION  
Filed June 6, 1966

ORDER OF COURT

Upon the foregoing petition, it is ORDERED this 6th day of June, 1966, by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of the Court issue an Order of Publication against the Respondents named in these proceedings.

THOS. J. KEATING, Jr.  
Judge.

Filed June 6, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of  
FIRST FIDELITY SAVINGS AND  
LOAN ASSOCIATION, INC.  
2 East Lexington Street  
Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK,  
also known as  
Charlene M. F. Mogensen;  
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.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Docket C.W.C. No. 1

Folio 162

Case No. 4773

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Orator-Receiver be made the absolute owner of the land hereinafter described, with the perfect right of absolute disposition of the same as against the Respondents and/or an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites:

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

2. That your Orator is the owner of Lot 6, Block 30, Section 2, of the subdivision of Bay City, in the 4th Election District of Queen Anne's County, in the State of Maryland, by virtue of a deed dated March 23, 1962, from Francis J. Valle, Trustee, to First Fidelity Savings and Loan Association, Inc., which deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. 65, folio 351, as reference thereto will more fully appear.

3. That said lot is a vacant and unimproved parcel of land.

4. That on August 26, 1961, the First Fidelity Savings and Loan Association, Inc. through its agent, The Bridgeside Company, entered into a sales contract with Charlene Murphy Flick, also known as Charlene M. F. Mogensen, under the terms of which she agreed to purchase said lot of ground, in fee simple for the sum of \$890.00, of which she at that time paid \$1.00 on account, and delivered to the said First Fidelity Savings and Loan Association, Inc. a note for the balance of \$889.00, which amount she agreed to repay with interest at the rate of 6% per annum, in installments of \$15.23 on the first of each month thereafter, beginning on October 1, 1961; a photostatic copy of said sales contract and installment note being attached hereto and marked "Orator's Exhibit No. 1" and prayed to be taken as a part hereof.

5. That by Order of the Circuit Court of Baltimore City dated August 1, 1963, in a cause entitled "Ex Parte in the Matter of First Fidelity Savings and Loan Association, Inc." (Docket 102A, folio 424, Case No. A-42857), Harry B. Wolf, Jr. was appointed Receiver, with the usual powers of a Receiver; and by Order of said Court dated April 11, 1966, in said cause, Casimir M. Zacharski, Jr. was appointed Substitute Receiver therein.

6. That your Respondent made payments in accordance with the provisions of said installment note until February 4, 1965, when a payment of \$15.23 was received, and since that time, no more payments on the installment note have been paid although letters demanding payment have been mailed to her at her then last known address by both regular and certified mail.

7. That on March 31, 1965, the Receiver received a note endorsed on the bottom of a letter dated March 22, 1965 to your Respondent's mother, that she did not know where Mrs. Mogensen resided, and did not know what she would do concerning the installment note and contract.

8. That subsequent thereto, your Orator has repeatedly tried to contact the Respondent, and its letter of May 10, 1965, forwarded to the Respondent by airmail was returned to the First Fidelity Savings and Loan Association, Inc. marked "Unknown" and "Address unknown"; and its certified mail letter "return receipt requested" was returned to it in September of 1965 and marked by the Post Office as "Refused".

9. That no action at law or proceeding in equity is pending to enforce or test the validity of the constructive title of the Respondent.

10. That by reason of the Respondent's failure to make payments under the terms of the contract of sale, your Orator is unable to give proper notice to the Respondent to terminate the contract in accordance with the provisions therein contained, and is unable to convey good title to a prospective purchaser, should the property again be sold under a contract of sale.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 6th day of June, 1966, that the Orator, 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 7th day of July, 1966, shall give notice to the Respondents, who are non-residents of the State of Maryland, and the Respondents who are persons who may be proceeded against as non-residents, of the substance and object of this Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County on or before the 8th day of August, 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 Orator.

CHARLES W. CECIL  
Clerk of the Court

Filed June 6, 1966

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION  
Filed July 18, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of FIRST FI-  
DELITY SAVINGS AND LOAN  
ASSOCIATION, INC., 2 East Lex-  
ington Street, Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK, also known as  
Charlene M. F. Mogensen; and all  
other persons, their heirs, devisees,  
personal representatives and administra-  
tors, who could claim any interest in  
the real estate mentioned in these pro-  
ceedings or who could claim to hold a  
lien or encumbrance on the real estate men-  
tioned in these proceedings.

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
In Equity  
Docket C.W.C. No. 1  
Folio 162  
Case No. 4773

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Orator-Receiver be made the absolute owner of the land hereinafter described, with the perfect right of absolute disposition of the same as against the Respondents and/or an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites:

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

2. That your Orator is the owner of Lot 6, Block 30, Section 2, of the subdivision of Bay City, in the 4th Election District of Queen Anne's County, in the State of Maryland, by virtue of a deed dated March 23, 1962, from Francis J. Valle, Trustee, to First Fidelity Savings and Loan Association, Inc., which deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. 65, folio 351, as reference thereto will more fully appear.

3. That said lot is a vacant and unimproved parcel of land.

4. That on August 26, 1961, the First Fidelity Savings and Loan Association, Inc., through its agent, The Brideside Company, entered into a sales contract with Charlene Murphy Flick, also now known as Charlene M. F. Mogensen, under the terms of which she agreed to purchase said lot of ground, in fee simple, for the sum of \$890.00, of which she at that time paid \$1.00 on account, and delivered to the said First Fidelity Savings and Loan Association, Inc., a note for the balance of \$889.00, which amount she agreed to repay with interest at the rate of 6% per annum, in instalments of \$15.23 on the first of each month thereafter, beginning on October 1, 1961; a photostatic copy of said sales contract and installment note being attached hereto and marked "Orator's Exhibit No. 1" and prayed to be taken as a part hereof.

5. That by Order of the Circuit Court of Baltimore City dated August 1, 1963, in a cause entitled "Ex Parte in the Matter of First Fidelity Savings and Loan Association, Inc." (Docket 102A, folio 424, Case No. A-42857), Harry B. Wolf, Jr., was appointed Receiver, with the usual powers of a Receiver; and by Order of said Court dated April 11, 1966, in said cause, Casimir M. Zacharski, Jr., was appointed Substitute Receiver therein.

6. That your Respondent made payments in accordance with the pro-

visions of said installment note until February 4, 1965, when a payment of \$15.23 was received, and since that time, no more payments on the installment note have been paid although letters demanding payment have been mailed to her at her then last known address by both regular and certified mail.

7. That on March 31, 1965, the Receiver received a note endorsed on the bottom of a letter dated March 22, 1965, to your Respondent's mother, that she did not know where Mrs. Mogensen resided, and did not know what she would do concerning the installment note and contract.

8. That subsequent thereto, your Orator has repeatedly tried to contact the Respondent, and its letter of May 10, 1965, forwarded to the Respondent by airmail was returned to the First Fidelity Savings and Loan Association, Inc., marked "Unknown" and "Address unknown"; and its certified mail letter "return receipt requested" was returned to it in September of 1965 and marked by the Post Office as "Refused".

9. That no action at law or proceeding in equity is pending to enforce or test the validity of the constructive title of the Respondent.

10. That by reason of the Respondent's failure to make payments under the terms of the contract of sale, your Orator is unable to give proper notice to the Respondent to terminate the contract in accordance with the provisions therein contained, and is unable to convey good title to a prospective purchaser, should the property again be sold under a contract of sale.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 6th day of June, 1966, that the Orator, 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 7th day of July, 1966, shall give notice to the Respondents, who are non-residents of the State of Maryland, and the Respondents who are persons who may be proceeded against as non-residents, of the substance and object of this Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County on or before the 8th day of August, 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 Orator.

CHARLES W. CECIL  
Clerk of the Court

Filed: June 6, 1966

True Copy

Test: CHARLES W. CECIL Clerk

4t-6-30

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md. 7 - 11, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication Case #4773 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 4 successive weeks before the 7 day of July, 1966, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9 day of June 1966, and the last insertion on the 30 day of June, 1966.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed July 18, 1966

PETITION FOR DECREE PRO CONFESSO  
Filed Aug. 24, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of FIRST FIDELITY  
SAVINGS AND LOAN ASSOCIATION, INC.  
2 East Lexington Street  
Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK, also known as  
Charlene M. F. Mogensen;  
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 men-  
tioned in these proceedings.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

Docket C.W.C. 1

Folio 162

Case No. 4773

File No. \_\_\_\_\_

PETITION FOR DECREE PRO CONFESSO

The petition of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc. by F. Clifford Hane, his attorney,

respectfully shows:

1. That the Order of Publication published in the Queen Anne's Record-Observer gave notice to the Respondents herein to appear in the Circuit Court for Queen Anne's County on or before the 8th day of August, 1966, and to file their answer or other initial pleadings in the Clerk's Office of this Court, at Centreville, Maryland, otherwise a Decree Pro Confesso and/or Final Decree may be entered for the relief demanded by your Complainant.

2. That no appearance by said Respondents has been entered in this Court, nor has any answer or initial pleading been filed herein in compliance with said Order of Publication.

NOW THEREFORE, Your Complainant prays this Honorable Court to pass a Decree Pro Confesso in this matter.

And as in duty bound, etc.

F. CLIFFORD HANE  
F. Clifford Hane  
Attorney for Complainant

Filed Aug. 24, 1966

DECREE PRO CONFESSO  
Filed Aug. 24, 1966

DECREE PRO CONFESSO

The Respondents, Charlene Murphy Flick, also known as Charlene M. F. Mogensen, 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, having been duly notified to appear to the Bill of Complaint to Quiet Title and having failed to appear on or before the 8th day of August, 1966, as required of them by the Order of Publication therein, and having failed to file an answer or other initial pleading in the Clerk's Office of this Court at Centreville, Maryland, according to the exigency of the same;

IT IS THEREUPON this 24th day of August, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint filed herein be and is hereby taken pro confesso against the Respondents, Charlene Murphy Flick, also known as Charlene M. F. Mogensen, 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.

Because it does not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED, ORDERED AND DECREED that one of the Examiners of this Court take testimony to support the allegations of the Bill of Complaint.

EDWARD W. E. ROLLINS  
Judge.

Filed Aug. 24, 1966

DEPOSITIONS AND EXHIBITS  
Filed Sept. 23, 1966

CASIMIR M. ZACHARSKI, JR.,  
Substitute Receiver,  
COMPLAINANT

vs.

CHARLENE MURPHY FLICK, ET AL,  
RESPONDENT.

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
CHANCERY NO. 4773

TO THE HONORABLE, THE JUDGES OF SAID COURT:

F. Clifford Hane, Solicitor for the Plaintiff, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, after Decree Pro Confesso having been passed on the 24th day of August, 1966, your examiner did attend on the 14th day of September, 1966, in the Law Library at the Court House, Centreville, Maryland, at the hour of 10:30 o'clock A. M.; there being present Herman A. Feldmann, Administrator, witness; the stenographer, Mrs. Clifford Hane; and Clifford Hane, Esquire, Attorney for the Complainant, and after swearing the witness and stenographer did proceed to take the following testimony.

B. HACKETT TURNER, Jr.  
B. Hackett Turner, Jr., Examiner

Filed Sept. 23, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of

IN THE CIRCUIT COURT



FIRST FIDELITY SAVINGS AND  
LOAN ASSOCIATION, INC.,  
2 East Lexington Street  
Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK,  
also known as  
CHARLENE M. F. MOGENSEN;  
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.

\* FOR  
\* QUEEN ANNE'S COUNTY  
\* In Equity

\* Docket C.W.C. No. 1  
\* Folio 162  
\* Case No. 4773

September 14, 1966.

This Bill of Complaint was filed to quiet the title on Lot 6, Block 30, Section 2, of the subdivision of Bay City, in the Fourth Election District of Queen Anne's County, in the State of Maryland, and the fee simple title to this lot is now, and was at the date of the filing of this Bill of Complaint, vested in Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc. A decree pro confesso was passed herein on August 24, 1966, and referred to an Examiner, to take testimony. In support of the allegations made in the Bill of Complaint to Quiet Title, Mr. Herman A. Feldmann, Administrator of the aforesaid Substitute Receiver, testified as follows:

By the Examiner:

Q. State your name and place of residence.

A. Herman A. Feldmann, Baltimore, Maryland.

Q. What is your present occupation?

A. Administrator for Casimir M. Zacharski, Jr., the Substitute Receiver of First Fidelity Savings and Loan Association, Inc., 2 East Lexington Street, Baltimore, Md.

Q. Has Mr. Casimir M. Zacharski, Jr., as Substitute Receiver of First Fidelity Savings and Loan Association ever been a party to any legal actions or proceedings other than in this case, in which the defendants were also parties?

A. No.

By Mr. Hane:

Q. Who and when was the original Receiver of the Association appointed?

A. On August 1, 1963, in a cause entitled "Ex Parte in the Matter of First Fidelity Savings and Loan Association, Inc", the Circuit Court of Baltimore City appointed Harry B. Wolf, Jr. as Receiver.

Q. And when was Casimir M. Zacharski, Jr. appointed as Substitute Receiver in that cause?

A. By Order of the Court dated April 11, 1966.

Q. And since that time, he has entered upon his duties as Substitute Receiver?

A. Correct, sir.

Q. As Administrator, do you keep and have control over the records of the First Fidelity?

A. I do.

Q. Does that control include the keeping of accounts on open contract of sale and other real estate accounts owned by the receivership?

A. It does.

Q. In your control, do you have set up a land installment contract account?

A. Yes, sir.

Q. And in that account, do you show as having been sold Lot No. 6, Block 30, Section 2, of the subdivision of Bay City, in the 4th Election District of Queen Anne's County, Maryland?

A. We do, sir.

Q. From the records which you have in your possession what date was that property sold, and by whom?

A. On August 26, 1961, by The Bridgeside Co. as agent for First Fidelity Savings and Loan Association, Inc.

Q. And was a land installment contract executed by the purchaser at that

time?

A. A sales contract was entered into with the purchaser named Charlene Murphy Flick, for a purchase price of \$890.00, at which time she paid \$1.00 on account and signed an installment note for \$889.00, payable in monthly installments of \$15.23 each on the first of each month.

Q. On the first of each month, beginning when?

A. October 1, 1961.

Q. Now, I show you a photostatic copy of your Sales Agreement -- this photostatic copy is a true copy of the original contract?

A. It is, sir.

(Submitted and prayed to be marked  
"Complainant's Exhibit No. 1")  
Examiner's Exhibit No. 1.

Q. Do you know the title references to this lot?

A. At the time that this contract was executed, the title to this lot of ground was vested in First Fidelity Savings and Loan Association, Inc. by virtue of a deed dated November 30, 1960, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 58, folio 208, the lot in question being a part of Parcel No. 54 in said deed. Subsequent to this, the First Fidelity Savings and Loan Association, Inc. by deed of trust dated December 5, 1960, and recorded among the aforesaid Land Records in Liber T.S.P. 58, folio 422, conveyed the lots mentioned in the aforesaid deed to Francis J. Valle, as Trustee, for the purposes therein set forth, and the trust having been fulfilled, the said Trustee conveyed back to First Fidelity Savings and Loan Association, Inc. the same lots by deed dated March 23, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 65, folio 351.

Note: These recorded deeds are public records,  
and are here offered and referred to in  
support of Complainant's title.

Q. Did the purchaser make any payments under this contract in accordance with the provisions of the installment note referred to a minute ago?

A. Yes, her first payment was made in September 1961.

Q. And since that time, what has been her record of payment?

A. Payments were continued, but were paid, according to our information, by Mrs. Verna P. Murphy, of Martinsburg, West Virginia, her mother. The last payment made on the account was under date of February 4, 1965.

Q. And what was the amount of that payment?

A. \$15.23. Shortly after that date, on March 10, 1965, Mrs. Murphy, the mother, wrote: "I can't make any more payments on Charlene Mogensen's lot No. 6, Block 30, Section 2, Bay City. Under date of March 29, 1965, Mrs. Murphy said in response to our inquiry: "I don't even know where Mrs. Mogensen is and I don't know what she will do".

Q. Now, this information that you have received, Mr. Feldmann, I notice you are reading from the file, are they the original letters that you received from these people?

A. I was reading from a transcript of the original documents of the original which I also have with me.

We offer the letter of March 10, 1965,  
the letter of March 22, 1965, and the  
note thereon of March 29, 1965, and pray  
it be marked as "Complainant's Exhibit No. 2".  
Examiner's Exhibit No. 2.

Q. Did you, after March 29, 1965, endeavor of to contact Mrs. Mogensen further in connection with her obligation under the contract of sale?

A. We did, and on March 31, 1965, we wrote to Earl L. Johnson, Jr., Esq., an attorney who lives in Arlington, Virginia, and whose name and address we had from correspondence with him back in 1963. In response to our inquiry, Mr. Johnson stated that a Chester Morton, Esq., attorney-at-law, 604 South East 6th Avenue, Fort Lauderdale, Florida, had contacted him about a year ago regarding legal matters for the above person, meaning Mrs. Charlene Murphy Flick Mogensen.

We offer this letter in evidence and pray that  
it be marked "Complainant's Exhibit No. 3".  
Examiner's Exhibit No. 3.

Q. When did you first find out that Mrs. Flick's name was changed to Mogensen?

A. In the letter of March 10, 1965, heretofore referred to in Complainant's Exhibit No. 2.

Q. After your letter to Mr. Earl Johnson, referred to as Complainant's Exhibit No. 3, what did you do?

- A. We wrote Chester Morton, Esq. at Fort Lauderdale, under date of April 5, 1965, explaining that it was necessary for me to contact Mrs. Mogensen. Mr. Morton replied by footnote to this letter, under date of April 28th, that "we cannot release addresses of our clients without authorization; however, we have written to Mrs. Mogensen asking for the authorization to release her address to you. When we receive her reply giving us this authorization, we will promptly forward her address to you".
- Q. Did you receive any further notification of Mrs. Mogensen's change of address?
- A. Under date of May 10, 1965, we wrote Mrs. Mogensen, in care of Chester Morton, at Fort Lauderdale. This letter was returned with the notation on the envelope "Please forward, Mrs. Charlene Mogensen, 1923 South West Second Street, Miami, Florida". The envelope which was received by the office of the Receiver on May 19, 1965, also contains the legend "Send back to sender".

We offer this envelope and letter, and pray that it be marked "Complainant's Exhibit No. 4".  
Examiner's Exhibit No. 4.

- Q. Subsequent to the return of this envelope and letter, what further effort did you make to contact Mrs. Mogensen?
- A. We wrote Mr. Morton again on September 3, 1965, referring to our letter of April 5, 1965, and asking if he could help us to obtain Mrs. Mogensen's address. This letter was a Certified Mail letter, for which we have the appropriate receipt.
- Q. And that receipt is attached to this letter?
- A. Yes, attached to the carbon of the letter.

We offer in evidence letter of September 3, 1965, the Post Office receipt for Certified Mail, return receipt requested, and the return receipt, and pray it be marked "Complainant's Exhibit No. 5".  
Examiner's Exhibit No. 5.

- Q. What next did you do?
- A. Subsequently, under date of September 10, 1965, Mr. Chesley (not Chester) V. Morton and Associates wrote us advising "our last known address Mrs. Charlene Mogensen is 1023 South West Second Street, No. 7, Miami, Florida". On September 14, 1965, we wrote Mrs. Mogensen at this address, which certified letter was returned with the notation of "22 Orchard Avenue, St. Albans, West Virginia", the postal stamp on the envelope indicating that our letter addressed to Miami had been refused. On September 23rd, we wrote to Mrs. Mogensen again at the St. Albans, West Virginia address, which letter was returned with the notation "No Charlene Mogensen lived at this address". Anticipating that Mrs. Mogensen would not receive a letter bearing the imprint of the First Fidelity Savings and Loan Association, we mailed a duplicate of this letter to her at the St. Albans, West Virginia address, in a plain envelope, which we, of course, are unable to determine whether it was delivered or not, as it has not been returned.

We offer in evidence the note of Chesley V. Morton & Associates, the envelope and letter of September 14, 1965, and pray that they be marked "Complainant's Exhibit No. 6".  
(Examiner's Exhibit No. 6.)

We offer in evidence the letter of September 23, 1965, showing envelope marked "No Charlene Mogensen lives at this address" and pray that it be marked "Complainant's Exhibit No. 7".  
(Examiner's Exhibit No. 7).

- Q. In any of your letters to Mrs. Mogensen, did you endeavor to advise her that you could not continue to carry the contract under its present defaulted condition?
- A. Yes, sir, we did, in our letter to Mrs. Mogensen of September 14, 1965, we stated that her account was in arrears for seven months, or a total of \$106.61, pointing out that the last payment received on account was in the amount of \$15.23 on February 4, 1965. We said that we could not continue to carry this contract in its present condition.
- Q. Since September 1965, have you again tried to contact Mrs. Mogensen?
- A. We have not, for the reason that we had no address to which to attempt any communication after the ones related above.
- Q. Then, at present, you have no address to use to notify of the cancellation of this contract of sale by registered mail?
- A. That is correct.
- Q. As of the date of this hearing, how far in arrears is Mrs. Mogensen?
- A. The last payment was made on February 4, 1965, so that the account is now 19 months in arrears; and subsequent to the last payment dated Feb-

11  
ruary 4, 1965, we have been called upon to pay the taxes to Queen Anne's County amounting to \$3.45 for the year 1965-1966, and \$3.48 for the year 1966-1967.

- Q. To the best of your knowledge, Mr. Feldmann, are there any improvements on this lot?
- A. No.
- Q. And there have been no actions at law, or proceedings in equity of which you have knowledge, concerning the title to this lot?
- A. No, sir.
- Q. In view of the inability to obtain the proper address of Mrs. Mogensen, you have not been able to formally cancel this contract, as provided in the contract, is that correct?
- A. That is correct.
- Q. And the Substitute Receiver, Casimir M. Zacharski, Jr. at the present time wishes that the property be placed on a land for sale assets of the receivership, is that correct?
- A. That is correct.
- Q. And he wishes a decree of the Circuit Court for Queen Anne's County, in Equity, to declare the interest of Charlene Murphy Flick Mogensen at an end, and that he, as Receiver be given absolute ownership and the right of absolute disposition of said lot of land?
- A. That is correct.
- Q. Do you have any knowledge that Mrs. Charlene Murphy Flick Mogensen is deceased as of the present?
- A. We do not, nor have we received any notice of her death.
- Q. Have you received any communications from anyone other than those referred to in these proceedings?
- A. None at all.
- Q. Has anyone claiming to be an heir, devisee, personal representative, administrator, assignee, lien holder, or others who claim an interest in, or lien upon the real estate mentioned in these proceedings, contacted you or the Substitute Receiver, concerning this case?
- A. No.

Statement by F. Clifford Hane, Counsel for the Complainants:

Subsequent to the filing of the Bill of Complaint to Quiet Title, and subsequent to the Order of Publication, the certificate of which is filed in these proceedings, he, as attorney, on June 24, 1966, mailed, by Registered Mail, return receipt requested, a letter, enclosing a copy of the Order of Publication published in the Queen Anne's Record-Observer, which Order of Publication is self-explanatory.

The receipt for this Registered Mail is offered herein and prayed to be marked as "Complainant's Exhibit No. 8".  
(Examiner's Exhibit No. 8.)

The return receipt was never returned, and a Routing Slip of the Post Office Department was requested, which shows that this registered letter was forwarded to "22 Orchard Avenue, St. Albans, West Virginia, 25177" on June 28, 1966.

This Routing slip together with the request for a return receipt is prayed to be taken and marked "Complainant's Exhibit No. 9".  
(Examiner's Exhibit No. 9)

The unopened registered mail letter to Mrs. Charlene Mogensen and above referred to as Complainant's Exhibit No. 9, is also filed herein marked "Returned to Writer - Unclaimed".

This undelivered registered mail letter is prayed to be taken as a part hereof and marked "Complainant's Exhibit No. 10".  
(Examiner's Exhibit No. 10.)

- Q. Now Mr. Feldmann, since the Bill of Complaint was filed, and the Order of Publication published in the Queen Anne's Record-Observer, have you received any information, correspondence or otherwise from any of the defendants mentioned in these proceedings?
- A. No, sir, we have not.
- Q. You have no knowledge of any assignment or transfer of this contract of sale, do you?
- A. No, we do not.
- Q. Your records disclose that at the present time, Mrs. Charlene Murphy Flick Mogensen is the contract purchaser of this lot?
- A. That is correct.

Thank you, that is all.

There being no other witnesses to be examined or further testimony to be taken, your Examiner makes his return and certifies that the testimony began at 10:30 o'clock A. M. and was concluded at 12:00 o'clock P. M.; also returned herewith are Examiner's Exhibits Two through Ten:

B. Hackett Turner, Jr., Examiner	-	-	\$10.00
Katherine H. Hane, Stenographer	-	-	<u>25.00</u>
TOTAL	-	-	\$35.00

Respectfully submitted:

B. HACKETT TURNER, Jr.  
B. Hackett Turner, Jr., Examiner

Filed Sept. 23, 1966

EXAMINER'S EXHIBIT NO. 1 was recorded at length as Orator's Exhibit No. 1 following the Bill of Complaint to Quiet Title in these proceedings. It was filed on June 3, 1966.

The following are Examiner's Exhibits No. 2 thru 10.

*M. Hintonburg, W. Va.,  
March 10-1965-*

*Mr. Harry B. Wolf.  
First Fidelity  
Savings + Loan Assn, Inc.  
Dear Sir -*

*This is to inform you  
I can't make any more  
payments <sup>on</sup> of Charlene Morgensen's  
Lot, # 6 Block 30 Sec. 11 Bay City.*

*Your truly  
Verna P. Murphy*

*Examiner's Exp, also,  
Complainant's Exhibit  
# 2.*



*Filed Sept 23, 1966*



HARRY B. WOLF, JR., Receiver

# FIRST FIDELITY

SAVINGS & LOAN ASSOCIATION, Inc.

2 EAST LEXINGTON STREET • BALTIMORE, MARYLAND 21202

March 22, 1965

Mrs. Verna P. Murphy  
110 West Martin Street  
Martinsburg, West Virginia

Re: Lot 6, Block 30  
Section 2, Bay City

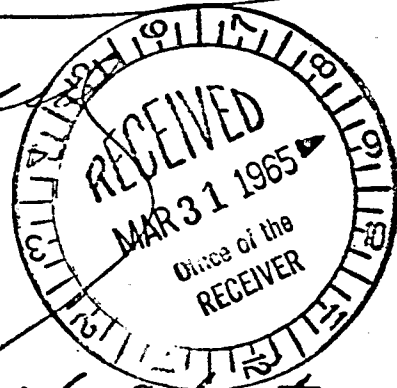
Dear Mrs. Murphy;

In response to your letter stating that you are unable to continue payments on the above lot. The contract is signed by your daughter Charlene Mogensens. Please advise if she is going to make the remaining payments due on this account.

We look forward to your reply at your earliest convenience.

Sincerely yours,

*Herman A. Feigmann*  
Herman A. Feigmann  
Administrator



MAF/db

March 29-1965-

In reply to the above mentioned. I don't even know where Mrs Mogensens is, and I don't know what she will do.

Sincerely yours

Verna P. Murphy

Filed Sept 23, 1966

*Examiners, also  
Complaints  
Exhibit 10  
2*

HARRY B. WOLF, JR., Receiver

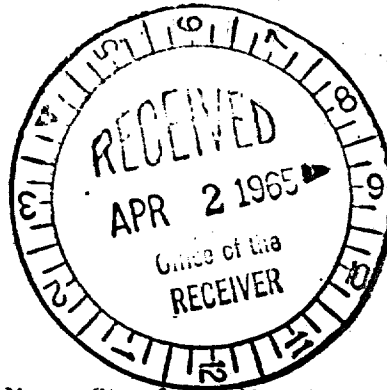
# FIRST FIDELITY

SAVINGS & LOAN ASSOCIATION, Inc.

2 EAST LEXINGTON STREET • BALTIMORE, MARYLAND 21202

March 31, 1965

Earl L. Johnson, Jr., Esquire  
2041 Wilson Boulevard  
Suite 201  
Arlington 1, Virginia



Re: Lot 6, Block 30  
Section 2, Bay City

Dear Mr. Johnson;

We find it necessary to contact Mrs. Charlene Murphy Mogensen in reference to the above lot. We do not have her latest address. Would it be possible that you could advise us as to the last address you have on your records?

We look forward to your response at your earliest convenience.

Sincerely yours,

*Herman A. Feldmann*  
Herman A. Feldmann  
Administrator

*Examinus also,  
Complainant's Exhibit  
7c 3  
Filed Sept 23, 1966  
HAF/db*

NOTE - Chester Morton, Esq, atty at law, 604 South East SIXTH AVE., FT. LAUDERDALE 1, FL. CONTACTED ME ABOUT YEAR AGO RE LEGAL MATTER FOR ABOVE PERSON.

**FIRST FIDELITY**  
SAVINGS & LOAN ASSOCIATION

2 E. Lexington Street  
BALTIMORE, MD. 21202

RECEIVED  
MAY 19 1965  
Office of the  
RECEIVER

REASON CHECKED  
Refused  
Via-Air Mail  
Unclear  
Unknown  
Insufficient address  
Moved, Left no address  
No such post office in state  
Do not remain in this envelope

FORT LAUDERDALE  
MAY 12  
PM  
1965  
FLA.

NATIONAL  
MAY 1965  
SALVATION ARMY WEEK  
FOURTH WEEK IN MAY

Mrs. Charlene M. Mogensen  
c/o Chester Morton, Esq.  
604 S. E. 6th Ave.  
Fort Lauderdale, Fla.

*Please Forward*  
Mrs. Charlene Mogensen  
~~1023 S.W. 2 Street~~  
~~no. 7~~  
~~Miami, Florida~~

~~22 Orchard Ave~~  
~~1111 W Va~~  
~~25177~~

*Send Back to Sender*

HARRY B. WOLF, JR., Receiver

# FIRST FIDELITY

SAVINGS & LOAN ASSOCIATION, Inc.

2 EAST LEXINGTON STREET • BALTIMORE, MARYLAND 21202

May 10, 1965

Mrs. Charlene M. Mogensen  
c/o Chester Morton, Esq.  
604 South East Sixth Avenue  
Fort Lauderdale 1, Florida

Re: Lot 6, Block 30  
Section 2, Bay City

Dear Mrs. Mogensen;

A review of your account shows that you are three (3) monthly payments in arrears for a total of \$45.69. The last payment received was February 4, 1965 in the amount of \$15.23.

It is of the utmost importance that we receive a reply by return mail as to your arrangements to bring your account to date. We cannot continue to carry your account in this condition.

Sincerely yours,

*Herman A. Feigmann*  
Herman A. Feigmann  
Administrator

HAF/db  
cc: Mr. & Mrs. Murphy

*Examiner, Adm.  
Complaint's Exhibit  
no 4*

*Filed Sept 23, 1965*

Harry B. Wolf, Jr., Receiver  
FIRST FIDELITY  
Savings & Loan Assn., Inc.  
2 EAST LEXINGTON STREET  
BALTIMORE, MARYLAND, 21202

September 3, 1965

Chester Morton, Esquire  
604 South East Sixth Avenue  
Fort Lauderdale 1, Florida

Re: Lot 6 Block 30 Section 2, Bay City

Dear Mr. Morton:

We wrote to you on April 5, 1965 requesting the address of Mrs. Charlene Murphy Mogensen. In your reply you stated that you were unable to give us her address without her authorization and that you had written to her for such authorization.

It is of the utmost importance that we be able to contact Mrs. Mogensen and we shall appreciate your assistance in getting in touch with her.

We look forward to your reply.

Sincerely,

HAF/mp  
Certified mail

Herman A. Feldmann,  
Administrator, as per  
Margaret Pearson

*Examiner's Adas  
Compliments Exhibit  
no 5*

*Filed Sept 23, 1965*

No. 372545

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO <i>Chester Morton Esq.</i>	POSTMARK OR DATE
STREET AND NO. <i>(Mogensen)</i>	
CITY, STATE, AND ZIP CODE	
If you want a return receipt, check which <input type="checkbox"/> 10¢ shows to whom and when delivered <input type="checkbox"/> 35¢ shows to whom, when, and address where delivered	If you want delivery only to addressee, check here <input type="checkbox"/> 50¢ fee
FEES ADDITIONAL TO 20¢ FEE	
POD Form 3800 July 1963 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)	

POST OFFICE DEPARTMENT OFFICIAL BUSINESS

PORT LAUDERDALE FLA. PM SEP 7 1965

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.

REGISTERED NO.	NAME OF ADDRESSEE <i>Harry B. Wolf, Jr., Receiver</i>
CERTIFIED NO. <i>372545</i>	STREET AND NO. OR P. O. BOX <i>FIRST FIDELITY</i>
INSURED NO.	CITY, STATE AND ZIP CODE <i>Savings &amp; Loan Assn 2 EAST LEXINGTON ST BALTIMORE, MARYLAND</i>

POD Form 3911 Sep. 1963

Compliments Exhibit 766

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Deliver ONLY to addressee  
(Additional charges required for 1965 regulations)

Show address of recipient (Additional charges required for 1965 regulations)

**RECEIPT**  
Received the numbered article described on other side

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)  
*Chesley V. Morton*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY  
*J. B. Raymond*

DATE DELIVERED  
SEP 7 1965

SHOW WHERE DELIVERED (only if requested)

OFFICE OF THE RECEIVER  
SEP 10 1965

TELEPHONES  
JA 4-0230  
J 3-2225

LAW OFFICES  
CHESLEY V. MORTON  
AND ASSOCIATES  
80 SOUTH EAST SIXTH AVENUE  
FORT LAUDERDALE, FLORIDA

ZIP CODE 33301  
AREA CODE 308

CS9-16-71548-5-7 GPO

RECEIVED  
SEP 13 1965  
Office of the RECEIVER

September 10, 1965

Mr. Herman A. Feldmann,  
Administrator,  
First Fidelity Savings & Loan  
Association, Inc.  
2 East Lexington Street  
Baltimore, Maryland, 21202

Re: Lot 6, Block 30 Section 2,  
Bay City

Dear Sir:

Our last known address for Mrs.  
Charlene Mogensen is:

1023 S. W. 2nd Street  
No. 7,  
Miami, Florida.

-----  
CHESLEY V. MORTON & ASSOC.

Office of  
Harry B. Wolf, Jr.; Receiver  
2 East Lexington Street  
Baltimore, Maryland 21202  
September 13, 1965

Chesley V. Morton, Esquire,  
604 Southeast Sixth Avenue,  
Fort Lauderdale, Florida

Dear Sir,  
Re: Lot 6, Block 30, Section 2, Bay City

We acknowledge receipt, with thanks,  
of your valued memorandum of September 10, 1965.

Sincerely,

*Herman A. Feldmann*  
Herman A. Feldmann

HERMAN A. FELDMANN, ADMINISTRATOR

FIRST FIDELITY  
SAVINGS & LOAN ASSOCIATION

2 E. Lexington Street  
BALTIMORE, MD. 21202

Returned to Writer

REASON CHECKED

Unclaimed..... Refused.....

Unknown.....

Insufficient address.....

Moved, Left no address.....

No such office in state.....

Do not re-mail in this envelope

BALTIMORE  
SEP 14 '65  
U.S. POSTAGE  
35

22 Orchard Ave  
St Albans W. Va  
25177  
613

Mrs. Charlene Mogensen  
1023 S.W. 2nd Street  
No. 7  
Miami, Florida

Return Receipt requested

CERTIFIED  
No. 372546  
MAIL

1965  
14 SEP  
PM  
BALTIMORE

*refused*



HARRY B. WOLF, JR., Receiver

# FIRST FIDELITY

SAVINGS & LOAN ASSOCIATION, Inc.

2 EAST LEXINGTON STREET • BALTIMORE, MARYLAND 21202

September 14, 1965

Mrs. Charlene Mogensen  
1023 S.W. 2nd Street  
No. 7  
Miami, Florida

Re: Account No. 84  
Lot 6, Block 30 Section 2, Bay City

Dear Mrs. Mogensen:

A review of your account shows that you are seven (7) monthly payments in arrears for a total of \$106.61. The last payment received was February 4, 1965 in the amount of \$15.23.

We cannot continue to carry your contract in its present condition. It is of the utmost importance that we receive a reply by return mail as to your arrangements to bring your account to date.

HAF/mp

Sincerely,

  
Herman A. Feldmann,  
Administrator

September 23, 1965

Mrs. Charlene Mogensen  
22 Orchard Avenue  
St. Albans, West Virginia

Re: Lot 6, Block 30, Section 2, Bay City

Dear Mrs. Mogensen;

A review of your account shows that you are seven (7) monthly payments in arrears for a total of \$106.61. The last payment received was February 4, 1965 in the amount of \$15.23.

We cannot and will not continue to carry your contract in its present condition. It is of the utmost importance that we receive a reply by return mail as to your arrangements to bring your account to date.

Sincerely yours,

Herman A. Feldmann  
Administrator

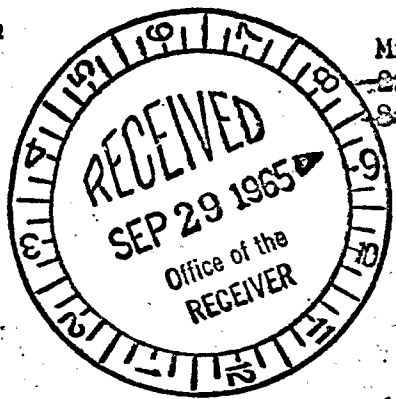
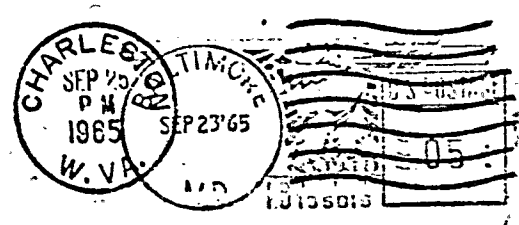
HAF/db

*File Sept 23, 1966*

*Examiner also  
complained - Exhibit  
207*

**FIRST FIDELITY**  
SAVINGS & LOAN ASSOCIATION

2 E. Lexington Street  
BALTIMORE, MD. 21202



Mrs. Charlene Mogensen  
~~22 Orchard Ave.~~  
~~St. Albans, W. Va.~~

*NO CHARLENE  
MOGENSEN  
LIVE AT THIS ADDRESS*

*9/30/65 Resent letter in plain envelope*

*Eponius, Complaints Exhibit no 8*  
296

REGISTERED NO. 296

Value \$ *none* Spec. del'y fee \$  
 Fee \$ *75* Ret. receipt fee \$ *15*  
 Surcharge \$ \_\_\_\_\_ Rest. del'y fee \$ \_\_\_\_\_  
 Postage \$ *05*  Airmail

Postmark: CENTREVILLE JUN 24 1966 MD

Postmaster, By: *E*

From: *F. Clifford Hane*  
*Queenstown, Md.*

To: *Mrs. Charlene Mogensen*  
*Miami, Fla.*

POD Form 3866 Sept. 1955 49-16-70463-2

POST OFFICE DEPARTMENT OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE: PAYMENT OF POSTAGE

POSTMARK OF DELIVERING OFFICE

6. ARTICLE NO. REGISTERED No. 296 CERTIFIED No. INSURED No.	7. RETURN TO: NAME OF SENDER F. Clifford Hane STREET AND NO OR P. O. BOX CITY, STATE AND ZIP CODE Queenstown, Maryland 21658
---	---

POD Form 3811-A Sep. 1963

*Eponius, Complaints Exhibit no 9*

POST OFFICE DEPARTMENT ROUTING SLIP

TO: Postmaster Inquiry Section, 1 St. Albans, W. Va. 25177	BUREAU, OFFICE OR ROOM NO.	<input type="checkbox"/> APPROVAL <input type="checkbox"/> SIGNATURE <input type="checkbox"/> COMMENT <input type="checkbox"/> SEE ME <input type="checkbox"/> AS REQUESTED <input type="checkbox"/> INFORMATION <input type="checkbox"/> READ AND RETURN <input type="checkbox"/> READ AND FILE <input type="checkbox"/> NECESSARY ACTION <input type="checkbox"/> INVESTIGATE <input type="checkbox"/> RECOMMENDATION <input type="checkbox"/> PREPARE REPLY
2		
3		
4		
5		

INQUIRY SECTION  
P. O. BOX 3860  
MIAMI, FLA. 33101

DATE: JUL 22 1966

REMARKS:  
 Register #296 was forwarded to 22 Orchard Ave.,  
 St. Albans, W. Va. 25177 on 6-28-66.  
*This information for sender of register*  
*Register # 296 returned to*  
*sender 7-20-66*  
*CW Good, Asst Pm*  
*St Albans, W Va. 25177*  
*Register # 296 returned to*  
*sender*  
*C. Irving Rinder Postmaster*  
*Queenstown Maryland 21658*

POD Form 13 Nov. 1964

(Additional Remarks on Reverse)

GPO : 1964 OF-754-755

REQUEST FOR RETURN RECEIPT

Duplicate  After Mailing

Requesting office—Fill in items 1, 2, 3 (4 or 5), 6, and 7

2. THE ARTICLE WAS ADDRESSED AS FOLLOWS:

Mrs. Charlene Mogensen  
1023 Southwest Second Street  
Miami, Florida 33100

4. DUPLICATE (If restricted in delivery, see 5)

Show delivery record information and check block 1a on return receipt.

Show address where delivered in space provided on return receipt.

5. AFTER MAILING OR RESTRICTED DELIVERY

Obtain signature of addressee. If addressee is not available or declines to information and check appropriate blocks (1a—and b or c, whichever apply).

1. DATE  
JUN 24 1966

**RETURN RECEIPT**

a. POST OFFICE RECORD SHOWS (Enter below the information shown on delivery record)

1. b. ADDRESSEE IS NOT AVAILABLE *Returned to Sender*

c. ADDRESSEE DECLINES TO SIGN *F. C. Clifford Hane*

SIGNATURE OF ADDRESSEE (Must always be filled in)

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED \_\_\_\_\_ ADDRESS WHERE DELIVERED (Only if requested in item 4)  
*Queenstown, Maryland 21658*

Official post office record of delivery is held for two years, and it may be examined by either the sender, addressee, or their duly authorized representatives. GPO: 1963 OF-705-959

POST OFFICE DEPARTMENT  
OFFICIAL BUSINESS

CENTREVILLE MD  
JUL 18  
AM  
1966  
21611

PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE, USPO

For return receipt after mailing attach  
25¢ postage in this space and cancel.

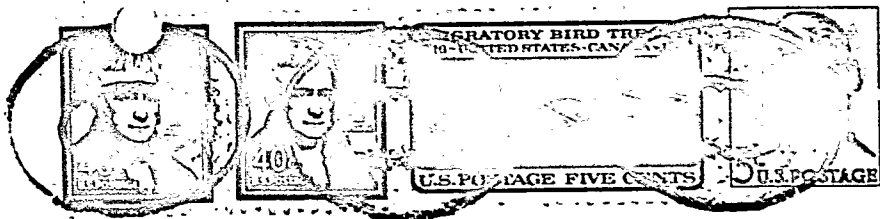
*Postmaster,*

*Miami, Sept 20,*  
*Florida 33100*

**F. CLIFFORD HANE**  
ATTORNEY AT LAW  
WYE RIVER  
QUEENSTOWN, MARYLAND 21658



REASON CHECKED  
 Unclaimed... Refused.....  
 Unknown.....  
 Insufficient address.....  
 Moved, left no address.....  
 No such office in state.....  
 Do not remain in this envelope



Registered Mail  
Return Receipt Requested

RETURN RECEIPT REQUESTED

**REGISTERED**

NO. 296

Mrs. Charlene Mogensen  
1023 ~~Southwest Second Street~~  
No. 7  
Miami, Florida

*See Notice  
7-13-66  
Filed Sept 23, 1966*

*Examined  
Complained Exhibit  
no 10*

ORDER  
Filed Oct. 6, 1966

CASIMIR M. ZACHARSKI, Jr.,  
Substitute Receiver of  
FIRST FIDELITY SAVINGS AND  
LOAN ASSOCIATION, INC.  
2 East Lexington Street  
Baltimore, Md. 21202

vs.

CHARLENE MURPHY FLICK,  
also known as  
CHARLENE M. F. MOGENSEN;  
and all other persons, their heirs,  
devisees, personal representatives  
and administrators, who could claim

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
In Equity

Docket C.W.C. No. 1  
Folio 162  
Case No. 4773

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.

ORDER

A decree pro confesso having been signed in the above mentioned cause on August 24, 1966, and the testimony taken therein by an Examiner of this Court, and the Court having read and considered the testimony and all other proceedings, it is thereupon this 6th day of October, 1966, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that the absolute ownership and the right of absolute disposition of Lot 6, Block 30, Section 2, of the subdivision of Bay City, Fourth Election District of Queen Anne's County, State of Maryland, in fee simple, be and it is hereby invested in Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., and the contract purchaser's interest therein be and the same is hereby cancelled and terminated.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said purchaser, Charlene Murphy Flick Mogensen, or anyone claiming by, through or under her, either in law or equity, be and they are hereby permanently enjoined against exercising any claim which she, or anyone claiming by, through or under her, shall have in the property mentioned in these proceedings, either at law or equity, or otherwise.

PHOS. J. KEATING, Jr.  
Judge.

Filed Oct. 6, 1966



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

LAYMAN J. REDDEN,	:	IN THE CIRCUIT COURT
Assignee,	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY NO. 4843 CHANCERY
ROBERT B. BAYNE and	:	ORDER TO DOCKET SUIT
JEAN L. BAYNE, his wife,	:	

Charles W. Cecil, Clerk

Dear Mr. Clerk:

Please docket suit in the above entitled cause.

LAYMAN J. REDDEN  
 Layman J. Redden, Assignee  
 Law Building  
 Denton, Maryland  
 Phone 479-0920

Filed Feb. 9, 1967

ORIGINAL MORTGAGE AND ASSIGNMENT  
 Filed Feb. 9, 1967

No 51027  
 Re 4880 RECEIVED FOR RECORD Jan. 14, 1964

This Mortgage, made this 2nd day of January, 1964, by ROBERT R. BAYNE of Queen Anne's County, State of Maryland, and JEAN L. BAYNE, his wife, of Kent County, State of Maryland;

WITNESSETH, that whereas the Mortgagors owe and are justly indebted unto THE PEOPLES BANK OF DENTON, MARYLAND, a body corporate, duly organized and existing under the laws of the State of Maryland in the full and just sum of TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200.00), as evidenced by their promissory note bearing even date herewith and payable ONE (1) MONTH after date and to better secure the prompt payment of the said promissory note and also any renewal or renewals for the whole or any part thereof, including a renewal of a renewal which might be hereafter given, this mortgage is executed;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagors do hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, on the South side of Second Street between Market and Merchant Streets, as shown on a map of Crumpton by J. B. Sheppard, dated 1865, in the office of the Clerk of Circuit Court of Queen Anne's County aforesaid, and being more particularly described by metes and bounds, courses and distances, according to a survey made thereof by J. B. Metcalfe, Engineer, during the month of January, 1962, as follows, to wit:- BEGINNING for the same on the South side of said Second Street between Market and Merchant Streets aforesaid, 350.8 feet distant from an iron pipe set at the Northeast corner of the intersection of said Market Street and Second Street at a point, said point being North 57 degrees 24 minutes East, 13.8 feet distant from an iron pipe set along the land of Howard B. Moore and land retained by Nelson D. Spencer, and running thence with said Second Street, North 57 degrees 24 minutes East, 100 feet to an iron pipe set along the lands of Robert W. Spencer; thence with the Robert W. Spencer lands, South 32 degrees 10 minutes East, 150 feet to a point along the lands of Robert Crew; thence with the lands of Robert Crew, South 57 degrees 24 minutes West, 100 feet to a point along the retained lands of Nelson D. Spencer; thence with the retained lands of Nelson D. Spencer, North 32 degrees 10 minutes West, 150 feet to the point of beginning;

BEING the same real estate conveyed Robert B. Bayne and Jean L. Bayne, his wife, by Nelson D. Spencer and wife by deed dated April 12, 1960, and recorded among the land records for Queen Anne's County aforesaid in Liber T. S. P. No. 54, folio 286.

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 deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or TURNER & TURNER, its 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 whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

PATRICIA A. HENLEY

ROBERT R. BAYNE (SEAL)  
Robert R. Bayne

PATRICIA A. HENLEY

Jean L. Bayne  
JEAN L. BAYNE (SEAL)

STATE OF MARYLAND  
COUNTY OF KENT, TO WIT:

On this the 2nd day of January, 1964, before me, a Notary Public, the undersigned officer, personally appeared Robert R. Bayne and Jean L. Bayne, his wife, known to me to be the person (s) whose name (s) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained;

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

PATRICIA A. HENLEY  
Patricia A. Henley, Notary Public.  
My Commission expires May 3, 1965.

Notary Public  
Seal.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of January, 1964, before me the subscriber, a Notary Public, of the State and County aforesaid, personally ap-

peared EDWARD TURNER, Agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

WITNESS my hand and notarial seal.

Notary  
Public  
Seal.

VIRGINIA S. WHITE  
Virginia S. White, Notary Public  
My commission expires May 3, 1965.

Two-TwoDollar Twenty Cent  
Recordation Tax Stamps.  
Endorsed T & T 3/14/64

FOR VALUE RECEIVED, The Peoples Bank of Maryland, formerly The Peoples Bank of Denton, Maryland, a body corporate, hereby transfers and assigns the within and foregoing Mortgage to Layman J. Redden for the purpose of foreclosure and collection.

AS WITNESS the corporate name of the said The Peoples Bank of Maryland by E. Theodore Orme, its Executive Vice President, duly attested by Richard T. Warfield, its Cashier, this 3rd day of February, 1967.

Attest:

THE PEOPLES BANK OF MARYLAND,  
a body corporate,

RICHARD T. WARFIELD  
Richard T. Warfield,  
Cashier

By: E. THEODORE ORME  
E. Theodore Orme,  
Executive Vice President

Corporate Seal.

BOND  
Filed Feb. 7, 1967.

RECEIVED FOR RECORD Feb. 9, 1967

LAYMAN J. REDDEN, Assignee,	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROBERT B. BAYNE and	:	IN EQUITY NO. 4843 CHANCERY
JEAN L. BAYNE, his wife.	:	BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Layman J. Redden, of Caroline County, Maryland, as principal, and National Surety Corporation, a body corporate, duly incorporated under the laws 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 TWELVE THOUSAND DOLLARS (\$12,000.00), 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 6th day of February, in the year of our Lord Nineteen Hundred and Sixty-seven (1967).

WHEREAS, the above bounden Layman J. Redden, by virtue of the power contained in a certain Mortgage from Robert B. Bayne and Jean L. Bayne, his wife, to The Peoples Bank of Denton, Maryland, now The Peoples Bank of Maryland, a body corporate, dated January 2, 1964, and of record in Liber C.W.C. No. 5, folio 431, one of the Land Record Books for Queen Anne's County, Maryland, which said Mortgage has been duly assigned to the said Layman J. Redden by the said The Peoples Bank of Maryland, for the purpose of foreclosure and collection, is about to sell the land and premises in said Mortgage described, default having occurred in the payment of the money as therein specified and under the conditions and covenants therein contained.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That if the above bounden Layman J. Redden does and shall well and truly and faithfully perform the trust reposed in him under the said Mortgage, as aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the above mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue at law.

IN TESTIMONY WHEREOF, The above bounden Layman J. Redden, has hereunto set his hand and seal and the said body corporate has caused this bond to be signed by its duly authorized Agent as Attorney-in-Fact, and its seal to be hereunto affixed the day and year first above written.

LAYMAN J. REDDEN (SEAL)  
Layman J. Redden,  
Principal

Signed, sealed and  
delivered in the  
presence of:

NATIONAL SURETY CORPORATION,  
a body corporate,

By LAYMAN J. REDDEN  
Layman J. Redden,  
Attorney-in-Fact,  
Surety

ELIZABETH P. KEEN  
Elizabeth P. Keen

Corporate Seal

Security approved and Bond filed Feb. 9, 1967

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 174, 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 9th day of February in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL Clerk

MILITARY STATUS AFFIDAVIT Filed Feb. 9, 1967

LAYMAN J. REDDEN, Assignee, vs. ROBERT R. BAYNE and JEAN L. BAYNE, his wife. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. CHANCERY MILITARY STATUS AFFIDAVIT

I HEREBY CERTIFY, That on this 6th day of February, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, personally appeared LAYMAN J. REDDEN, Assignee in the above entitled cause, who deposes and says:

That Robert R. Bayne, one of the mortgagors in the above entitled cause, is 35 to 40 years of age, is a carpenter by trade, resides in Crumpton, Queen Anne's County, Maryland, and that the said Jean L. Bayne, mortgagor, is approximately 30 to 35 years of age, is engaged in office and plant work, and resides in Crumpton, Queen Anne's County, Maryland, and that neither of said mortgagors is nor has been in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1904 or any of the Amendments thereto, nor have they been in such service within three months prior hereto.

LAYMAN J. REDDEN Layman J. Redden, Assignee

Subscribed and sworn to before me this 6th day of February, 1967.

ELIZABETH P. KEEN Elizabeth P. Keen, Notary Public

My commission expires July 1, 1967.

Notary Public Seal.

Filed Feb. 9, 1967

STATEMENT OF MORTGAGE INDEBTEDNESS Filed Feb. 9, 1967

LAYMAN J. REDDEN, Assignee, vs. ROBERT R. BAYNE and JEAN L. BAYNE, his wife. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. CHANCERY STATEMENT OF MORTGAGE INDEBTEDNESS

STATEMENT OF MORTGAGE INDEBTEDNESS

Table with 2 columns: Description and Amount. Rows include: Amount of principal due on mortgage (\$10,446.71), Interest from October 2, 1966, to and including February 2, 1967 (208.93), and TOTAL AMOUNT OF PRINCIPAL AND INTEREST DUE (\$10,655.64).

STATEMENT OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of February, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared E. THEODORE ORME, Executive Vice President of The Peoples Bank of Maryland, formerly The Peoples Bank of Denton, Maryland, a body corporate, mortgagee in the above entitled case, and made oath in due form of law that the above statement is true to the best of his knowledge and belief, and that no part nor parcel of the same has been paid.

WITNESS my hand and Notarial Seal.

ELIZABETH P. KEEN Elizabeth P. Keen, Notary Public

Notary Public Seal.

My commission expires July 1, 1967

Filed Feb. 9, 1967

CERTIFICATE OF PUBLICATION OF  
ASSIGNEE'S SALE  
Filed March 27, 1967

ASSIGNEE'S SALE  
FINE RANCH HOME

Under and by virtue of the power of sale contained in a mortgage from Robert R. Bayne and Jean L. Bayne, his wife, dated January 2, 1964, recorded in Liber C.W.C. No. 5, folio 431, one of the Land Record Books for Queen Anne's County, Maryland, which said mortgage has been assigned to the undersigned Assignee for the purpose of foreclosure and collection default having occurred in the covenants and conditions contained in said mortgage, the undersigned will offer and expose at public sale to the highest bidder, in front of the Court House Door in the town of Centreville, on TUESDAY, MARCH 21 1967, commencing promptly at 2:00 o'clock p.m., the following described real estate:

ALL that parcel of land lying and being in the town of Crumpton, in the Seventh Election District of Queen Anne's County, having a frontage of 100 feet on the south side of Second Street in said town, and running back in parallel lines a distance of 150 feet; being the same lands conveyed to the said mortgagors by Nelson D. Spencer and wife by deed dated April 12, 1960, and recorded among the Land Records for said County in Liber T.S.P.No. 54, folio 286, reference being hereby made to said deed and mortgage for a more particular description thereof.

This property is improved by a well constructed ranch type dwelling house built new in 1962, having an asphalt shingle roof, and of block wall construction finished in green stucco. This home, containing large living room 12'x23'; den; large kitchen with adjoining snack bar, tiled floor and modern wall and base kitchen cabinets with formica top; 2 bedrooms; and tiled bathroom with tub-shower; is equipped with aluminum storm doors and windows, hot water baseboard heating system, driven well, with septic tank, electricity, attic storage space, 11-block depth cellar under entire house with concrete floor and inside and outside stairways; was completely repainted inside within the past few months, is ready for immediate occupancy and is within view of the Chester River on the outskirts of the town of Crumpton; and represents a bargain opportunity for the purchase of an almost new, modern home on a well landscaped lot.

Terms of Sale: One-third of the purchase money cash on day of sale, and the balance upon ratification of sale, or all cash at the option of the purchaser, deferred payment, if any, to be secured to the satisfaction of the undersigned Assignee. Title papers and all documentary stamps and transfer costs at the expense of purchaser.

This property must be seen to be appreciated, and for additional desired information or inspection, communicate with the undersigned Assignee at his office in the Law Building, Denton, Maryland, telephone 479-0920.

LAYMAN J. REDDEN, Assignee

JOE JACKSON, JR., Auctioneer

4t-3-16

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., March 27, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE FINE RANCH HOME in the case of ROBERT R. BAYNE & JEAN L. BAYNE a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 21 day of March, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23 day of FEB 1967, and the last insertion on the 16 day of MARCH, 1967

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed March 27, 1967

REPORT OF SALE  
Filed March 27, 1967

LAYMAN J. REDDEN,	:	IN THE CIRCUIT COURT
Assignee,	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY NO. 4843 CHANCERY
ROBERT R. BAYNE and	:	REPORT OF SALE
JEAN L. BAYNE, his wife.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Layman J. Redden, Assignee, in the above entitled



cause, respectfully shows:

FIRST: That Robert R. Bayne and Jean L. Bayne, his wife, executed a mortgage to The Peoples Bank of Denton, Maryland, now The Peoples Bank of Maryland, bearing date the 2nd day of January, 1964, and recorded in Liber C.W.C. No. 5, folio 431, one of the Land Record Books for Queen Anne's County, Maryland, aforesaid, which has been duly assigned to Layman J. Redden for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

SECOND: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, for the faithful performance of his trust, and after having complied with all other prerequisites of law and said mortgage, and after having given more than twenty days' 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, as will appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at public sale, at the Court House door, in the town of Centreville, Maryland, on March 21, 1967, at the hour of 2:00 o'clock P.M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

ALL that lot or parcel of land situate, lying and being in the town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, on the South side of Second Street between Market and Merchant Streets, as shown on a map of Crumpton by J. B. Sheppard, dated 1865, in the office of the Clerk of Circuit Court of Queen Anne's County aforesaid, and being more particularly described by metes and bounds, courses and distances, according to a survey made thereof by J. B. Metcalfe, Engineer, during the month of January, 1962, as follows, to wit: Beginning for the same on the South side of said Second Street between Market and Merchant Streets aforesaid, 350.8 feet distant from an iron pipe set at the Northeast corner of the intersection of said Market Street and Second Street at a point, said point being North 57 degrees 24 minutes East, 13.8 feet distant from an iron pipe set along the land of Howard B. Moore and land retained by Nelson D. Spencer, and running thence with said Second Street, North 57 degrees 24 minutes East, 100 feet to an iron pipe set along the lands of Robert W. Spencer; thence with the Robert W. Spencer lands, South 32 degrees 10 minutes East, 150 feet to a point along the lands formerly of Robert Crew; thence with the lands of Robert Crew, South 57 degrees 24 minutes West, 100 feet to a point along the retained lands of Nelson D. Spencer; thence with the retained lands of Nelson D. Spencer, North 32 degrees 10 minutes West, 150 feet to the point of beginning; being the same land conveyed to Robert B. Bayne and Jean L. Bayne, his wife, by Nelson D. Spencer and wife by deed dated April 12, 1960, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T.S.P. No. 54, folio 286.

Your Assignee then and there sold the said property to Foster C. Ketterman and Mary L. Ketterman, his wife they being the highest bidders therefore, at the sum of TWELVE THOUSAND TWO HUNDRED DOLLARS (\$12,200.00), and said purchasers have satisfactorily complied with the terms of sale.

Respectfully submitted,

LAYMAN J. REDDEN  
Layman J. Redden, Assignee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared LAYMAN J. REDDEN, Assignee, and made oath in due form of law that the matters and things stated in the foregoing 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, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagors are not in the Military service of the United States, and have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagors: That Robert R. Bayne, one of the Mortgagors is 35 to 40 years of age, is a carpenter by trade, resides in Crumpton, Queen Anne's County, Maryland, and that the said Jean L. Bayne is 30 to 35 years of age, is engaged in plant work, and resides in Crumpton, Queen Anne's County, Maryland.

WITNESS my hand and Notarial Seal.

My commission expires July 1, 1967.

ELIZABETH P. KEEN  
Elizabeth P. Keen, Notary Public

Filed March 27, 1967

Notary  
Public  
Seal.

ORDER NISI ON SALE  
Filed March 27, 1967

ORDER NISI ON SALE

Layman J. Redden, Assignee  
vs.  
Robert R. Bayne and  
Jean L. Bayne, his wife

)  
)  
)  
)  
)  
)

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4843

ORDERED, this 27th. day of March, 1967, that the sale of the

real property, made and reported in this cause by Layman J. Redden, Assignee, be ratified and confirmed, on or after the 27th. 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 before the 20th. day of April, 1967.

The report states the amount of sales to be \$12,200.00.

CHARLES W. CECIL Clerk

Filed March 27, 1967

AFFIDAVIT OF PURCHASERS  
Filed April 12, 1967

LAYMAN J. REDDEN, Assignee,	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY, NO. 4843 CHANCERY
ROBERT R. BAYNE and JEAN L. BAYNE, his wife,	:	

AFFIDAVIT OF PURCHASERS

Foster C. Ketterman and Mary L. Ketterman, his wife, of Crumpton, Queen Anne's County, Maryland, hereby state under oath the following with respect to the purchase made and reported herein:

1. They were not acting as agent for anyone;
2. No other person is interested as principal;
3. They have not directly or indirectly discouraged anyone from

bidding for the said property.

FOSTER C. KETTERMAN  
Foster C. Ketterman

MARY L. KETTERMAN  
Mary L. Ketterman

Subscribed and sworn to before the undersigned Notary Public of the State of Maryland in and for Caroline County this 3rd day of April, 1967.

Notary  
Public  
Seal.

ELIZABETH P. KEEN  
Elizabeth P. Keen,  
Notary Public  
My commission expires July 1, 1967.

Filed April 12, 1967

CERTIFICATE OF PUBLICATION OF  
ORDER NISI ON SALE

ORDER NISI ON SALE

\_\_\_\_\_  
Layman J. Redden, Assignee

vs.

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

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

\_\_\_\_\_  
Cause No. 3843

ORDERED, this 27th day of March, 1967, that the sale of the real property, made and reported in this cause by Layman J. Redden, Assignee, be ratified and confirmed, on or after the 27th 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 before the 20th day of April, 1967.

The report states the amount of sales to be \$12,200.00.

CHARLES W. CECIL, Clerk

Filed: March 27, 1967



True Copy  
Test:

CHARLES W. CECIL, Clerk  
3t-4-13

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., April 17, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI in the case of 4843 REDDEN VS BAYNE a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and 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 APRIL, 1967, and that 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

Filed Apr. 27, 1967

FINAL ORDER RATIFICATION OF SALE  
Filed April 27, 1967

FINAL ORDER RATIFICATION OF SALE

Layman J. Redden, Assignee,	:	IN THE CIRCUIT COURT	
VS.	:	FOR QUEEN ANNE'S COUNTY	
Robert R. Bayne and Jean L. Bayne, his wife,	:	IN EQUITY NO.	CHANCERY

ORDERED, This 27th day of April, 1967, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Layman J. Redden, Assignee, 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 Assignee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

THOS. J. KEATING, Jr.  
J U D G E

Filed April 27, 1967

REPORT AND ACCOUNT OF AUDITOR  
Filed May 10, 1967

LAYMAN J. REDDEN, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ROBERT R. BAYNE and JEAN L. BAYNE, his wife,	IN EQUITY
	No. 4843

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 Layman J. Redden, Assignee of the mortgage foreclosed in these proceedings, wherein it appears that the proceeds of sale are more than sufficient to pay the expenses of sale and the mortgage debt. The surplus proceeds are directed to be paid to the mortgagors.

2. That in the within account Layman J. Redden, Assignee and vendor, is charged with the gross proceeds of the sale made by him and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the court costs in this cause, the premium on the corporate surety bond filed in this cause, the several advertising costs, including Order Nisi of Sale filed in this cause, charges of Notary Public, the auctioneer's charges, vendor's share of State and County taxes, the fee of your Auditor for stating this account, the payment of the mortgage debt and interest due thereon, and the direction for the disbursement of the surplus proceeds of the sale.

Respectfully submitted,

J. THOMAS CLARK  
Auditor

May 10, 1967

Filed May 10, 1967

Cause No. 4843

The proceeds of the sale of land reported in this cause, in account with Layman J. Redden, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1967  
Apr. 27 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$12,200.00

Dr.

To Layman J. Redden, Assignee, of mortgage foreclosed (and vendor), per terms of mortgage, to wit:

1-His commissions for making sale, per terms of mortgage-----	\$760.00	
2-His fee for his services-----	50.00	\$ 810.00

To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:----- 20.00

To do., for an amount due Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:

1-Costs of Charles W. Cecil, Clerk-----	\$ 13.60	
2-Appearance fee of Layman J. Redden, Attorney-----	10.00	23.60

To do., for an amount due Layman J. Redden, Agent, National Surety Corp., for the Assignee's corporate surety bond filed in this cause, per statement exhibited, to wit:----- 48.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:

1-For publishing Notice of Sale---	\$ 71.88	
2-For publishing Order Nisi of Sale	14.00	85.88

To do., for an amount due The News-Journal Company, for publishing Notice of Sale, Per statement exhibited, to wit:----- 28.14

To do., for an amount due Elizabeth P. Keen, Notary Public, per statement exhibited, to wit:----- 2.50

May 10, 1967

J. THOMAS CLARK  
Auditor

To do., for an amount due Joseph Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, the sum of-----\$ 30.50

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for vendor's share of State and County taxes, per receipt and statement of Vendor, the sum of----- 147.54

To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of-- 72.00

To Peoples Bank of Maryland, as payment in full of its mortgage debt in the amount of \$10,665.64, plus interest from February 2, 1967, to 60 days after date of sale, or the sum of \$195.47, the total sum of----- 10,861.11

To Robert R. Bayne and Jean L. Bayne, mortgagors, the surplus proceeds of sale, or the sum of-- 70.73

\$12,200.00      \$12,200.00

May 10, 1967

J. THOMAS CLARK  
Auditor

Filed May 10, 1967

CERTIFICATE OF NOTICES MAILED  
Filed May 10, 1967

LAYMAN J. REDDEN,  
Assignee

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

vs.

ROBERT R. BAYNE and  
JEAN L. BAYNE, his wife,

IN EQUITY

No. 4843

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 10, 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:

The Peoples Bank of Maryland  
Denton, Maryland

Layman J. Redden, Assignss  
Denton, Maryland

Robert R. Bayne  
Crumpton, Maryland

Jean L. Bayne  
Chestertown, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 10, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 25, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 26, 1967.

J. THOMAS CLARK  
Auditor

Filed May 10, 1967

NISI RATIFICATION OF AUDIT  
Filed May 10, 1967

Layman J. Redden, Assignee

vs.

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

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4843

ORDERED, this 10th. day of May, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th. day of May, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed May 10, 1967

FINAL RATIFICATION OF AUDIT  
Filed May 26, 1967

LAYMAN J. REDDEN  
Assignee,

vs.

ROBERT B. BAYNE and  
JEAN L. BAYNE, his wife.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chy. No. 4843

FINAL RATIFICATION OF AUDIT

ORDERED, this 26th 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 given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Layman J. Redden, Assignee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court  
for Queen Anne's County.

Filed May 26, 1967

In The Circuit Court for Queen Annes County in Equity -

Blanche Rasin et al. }  
" }  
Florence M. Rasin, et al. }  
Chancery Docket.  
No. 823 -

To the Hon. the Judges of said Court:-

The Report of Madison Brown, your auditor, to your Honors respectfully sets forth that in the within account he charged the trustee with the gross proceeds of the sales of the trust property, per reports filed Sept. 29 & Nov. 19- 1891, & then deducted therefrom the amount of said sales heretofore distributed by audit filed Aug 31, 1893, making of sales the sum of \$4175.00 for distribution hereinaid, to which sum your auditor added the amount received, by order of Court, from a mortgage due by Mary A. Bleaves, making a sum total of \$4417.10, with which the trustee is charged.

Your auditor then allowed thereout, to the trustee his commissions, the Court costs in the following causes, to wit, Nos. 823 (accruing since Feb 27/94), 1266, 1287, 1344, 1345, 1348, on Chancery Docket of said Court, being proceedings instituted & carried on by trustee, & growing out thereof, for recovery of the trust funds in this cause, in accordance with order of this Court of 14 September, 1896, also the costs in Court of Appeals of appeal in 1252, the appellees costs in appeal of A. S. J. Owens, per decree of Court of Appeals, and one half of appellants and appellees costs on appeal to Court of Appeals in No. 823, per decree, and your auditor further allowed to James P. Bortch & Edwin H. Brown, Attorneys, the sum of \$400.00, on account of their fee for legal services rendered trust estate, your auditor his fee, and ascertained a balance of \$3064.11, which is distributed as follows:-

To Florence M. Rasin, 1/9 of net proceeds of sales in lieu of dower, to administrator of J. Rasin, use of trustee, balance of overpayment of personal estate, to claims 1 to 13, each inclusive, the balance due on same by audit filed Aug 31-1893, to C. S. Jump, his claim in full, per voucher, this claim having been omitted from the audit of Aug. 31-1893, & to William McKenney, the balance of said sum of \$3064.11, to wit, \$3049.03

Your auditor deeming it better to allow the claim of C. S. Jump in full & the balance to Mr. McKenney, as above stated, than to make a dividend between these two claims, there being other trust property yet to be sold, out of the proceeds of which the claim of William McKenney can be allowed. I have awarded summary of the claims to use of present trustee under the evidence in the cause and opinion of Court of Appeals, & to that extent making good the request of the funds by A. R. Medow, former trustee.

Respectfully submitted

Nov- 7- 1898

Madison Brown, Auditor

Dr.  
1891  
Nov. 19

The Proceeds of the Sales of the Real Estate of Joseph O. Rasin

To Hope H. Barroll, Trustee, for his commissions, same for costs in Rasin vs Rasin, No. 823, since Feb. 27/94.		\$ 221.56
Wm H. Cecil, Clerk.	# 43.35	
J. S. W. Harley, Examiner.	60.00	
Solicitor for Plaintiff.	10.00	
Wm J. Bailey, late Sheriff.	6.00	
J. S. Woolleyhand.	3.20	
Solicitor for Petitioners- Respondents.	10.00	142.55
for complainants costs in Rasin vs Barroll, No. 1266, viz.		
Wm H. Cecil, Clerk.	6.35	
Thomas S. Dodd, Sheriff Kent Co.	1.25	
Solicitors.	10.00	17.60
for Defendants costs in same.		
Wm H. Cecil, Clerk.	2.35	
Solicitors.	10.00	12.35
for complainants costs in Barroll, Trustee vs Meadows, No. 1287.		
Wm H. Cecil, Clerk.	8.90	
J. S. Woolleyhand, Sheriff.	4.80	
Solicitors.	10.00	23.70
Defendants costs in same. viz -		
Wm H. Cecil, Clerk.	2.85	
Solicitors.	10.00	12.85
complainants costs in Barroll, Trustee vs Building Association et. al., No. 1344.		
Wm H. Cecil, Clerk.	4.10	
J. S. Woolleyhand, Sheriff.	1.60	
Solicitors.	10.00	15.70
Defendants costs in same, viz -		
Wm H. Cecil, Clerk.	2.35	
Solicitors.	10.00	12.35
complainants costs in Barroll, Trustee vs Forman, No. 1345.		
Wm H. Cecil, Clerk.	4.10	
J. S. Woolleyhand, Sheriff.	1.20	
Solicitors.	10.00	15.30
Defendants costs in same, viz		
Wm H. Cecil, Clerk.	2.35	
Solicitors.	10.00	12.35
complainants costs in Barroll, Trustee vs Bank et al, No. 1348.		
Wm H. Cecil, Clerk.	5.30	
J. S. Woolleyhand, Sheriff.	2.40	
Solicitors.	10.00	17.70
Defendants costs in same, viz		
Wm H. Cecil, Clerk.	2.85	
Solicitors.	10.00	12.85
complainants costs in Forman vs Reynolds, et al, No. 1252.		
Wm H. Cecil, Clerk.	19.85	
E. W. Brown, Solicitor for Plaintiff.	10.00	
J. S. W. Harley, Examiner.	4.00	
J. A. Gausey, Sheriff, Kent Co.	4.00	
J. S. Woolleyhand Sheriff, I. A. Co.	4.00	34.65
Amount carried forward.		\$ 551.51

in  
account  
1891

with Hope H. Barroll: Trustee.

br.

Sept. 29 By gross proceeds of sale, as per report.

\$ 4775.00  
3800.00

Nov. 19 " " " private sales " " "

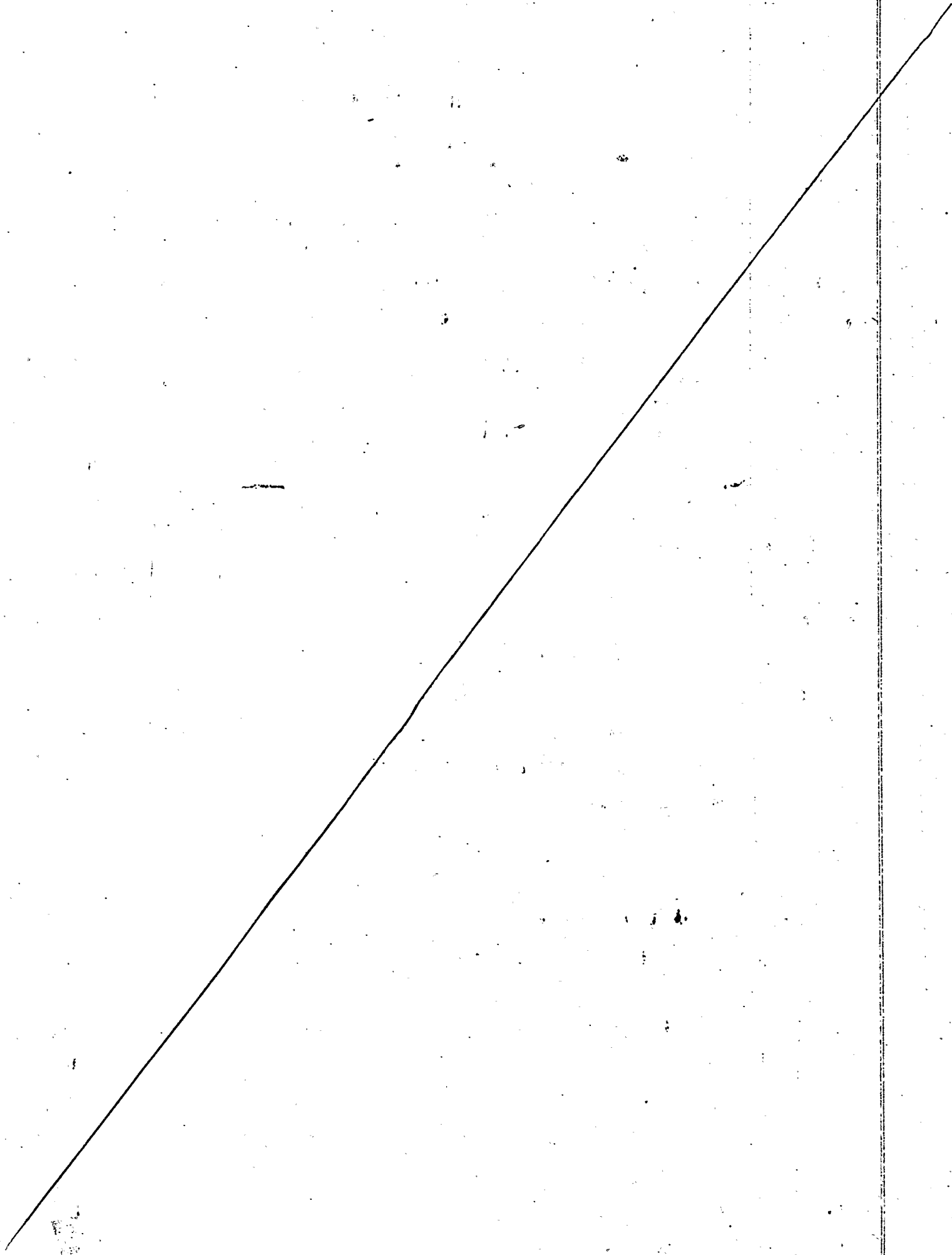
\$ 8545.00

Less amount distributed in audit filed in this cause Aug. 31-  
1893-

4370.00 \$ 4175.00

By amount of net proceeds from mortgage against  
Mary D. Bleaves, as per order of court  
authorizing its payment and disbursement  
in this cause.

239.10  
4414.10



Amount carried forward.

\$ 4414.10

Amount brought forward -

\$ 551.51

To Hope N. Barroll, Trustee for Defendants costs in Borman vs Reynolds, No 1252.		
M <sup>rs</sup> N. Cecil Clerk.	12	35
J. L. W. Harley, Examiner	16	00
Solicitor	10	00
.. same for costs of transcript of record to Court of Appeals, No 1252.		38 35
Appellants Costs.	90	70
Appellees Costs	18	00
.. appellee's costs in appeal of A. S. J. Owens, as per order of Court		10 95
.. 1/2 appellants & appellees costs in Court of Appeals in No. 823 ..		195 13
.. James P. Porter & Edwin H. Brown, Attorneys on their fee for services rendered estate		400 00
.. Madison Brown, Auditor, for stating this account.		22 50
.. This balance.		<u>3064 11</u>
		4414 10

Claim No. 1

To Florence M. Rasin, widow, 1/9 of \$2825.01 - in lieu of dower, use Trustee		\$ 313 89
.. A. R. Meadows & F. M. Rasin, use Trustee, overpayment personal estate.	1144	80
Less dividend in 1st Audit.	663	65
.. B. J. Reynolds, note.	1790	69
Less dividend in 1st Audit.	1038	07
2 .. M <sup>rs</sup> Deering & Co. - judgment use of Trustee.	703	65
Less dividend in 1st Audit.	407	91
3 .. J. B. & E. H. Brown, Atty. & Vendors.	421	63
Less dividend in 1st Audit.	244	42
4 .. J. B. Brown, note use of Trustee.	43	96
Less dividend in 1st Audit.	25	49
5 .. A. R. Meyer, Acct, use of Trustee.	146	18
Less dividend in 1st Audit.	84	74
6 .. The Workingsmen's P. B. & L. Association of S. A. Co.	142	51
Less dividend in 1st Audit.	111	60
7 .. E. H. Brown, Trustee.	129	03
Less dividend in 1st Audit.	74	80
8 .. G. E. Haman, use A. R. Meadows, use Trustee.	10	68
Less dividend in 1st Audit	6	20
9 .. J. Spencer Wright.	43	80
Less dividend in 1st Audit.	25	40
10 .. J. B. Turner, use Trustee.	46	97
Less dividend in 1st Audit.	27	23
11 .. S. G. Dudley.	2	87
Less dividend in 1st Audit.	1	67
12 .. Jno. J. Atkinson.	16	69
Less dividend in 1st Audit.	9	33
13 .. J. Addison Atwell, use Trustee.	430	15
Less dividend in 1st Audit.	249	36
14 .. Charles Sidney Jump, note.		180 79
15 .. M <sup>rs</sup> McKenney, in part payment of his claim set forth in exhibit		293 05
M.K. No. 1 filed in this cause -		<u>304 03</u>
		3064 11



Amount brought forward.

\$ 4414.10  
\$ 4414.10

By balance.

4414.10  
3064.11

3064.11

Nov. 7-1898.

Madison Brown, Auditor.

Ordered this eighth day of March in the year eighteen hundred and  
 ninety nine by me Frederick Stamp Judge of the Circuit Court for Queen  
 Anne's County in Equity and by the authority of said Court that the within and  
 foregoing Report and Account of the Auditor he and the same are hereby  
 fully ratified and confirmed, and Hope N. Barroll, who is now sole trustee  
 therein, as such is directed to apply the proceeds accordingly with a due  
 proportion of the interest to the commissions and claims in the same that  
 have or may be received from the sales, and the said Trustee is hereby fully  
 authorized and directed to convey the properties sold in said cause so far  
 as same have not been conveyed by the conveyances of same provided for by special  
 orders heretofore passed therein as though he had been sole trustee in the original  
 decree in said cause.

Frederick Stamp

Filed March 8, 1899.

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

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

\* IN THE CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* EQUITY NO. 4873

vs.

MARY ANNA GIBBS  
Marydel,  
Maryland

\* \* \* \* \*

ORDER TO DOCKET SUIT

TO THE CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

MR. CLERK:

Please docket suit for the foreclosure of a mortgage from Mary Anna Gibbs, single woman, Mortgagor, to The Caroline County Bank, a body corporate, Greensboro, Maryland, Mortgagee, which said mortgage is dated February 8, 1965, recorded February 8, 1965, in Liber C.W.C. No. 13, folio 126, a Land Record Book for Queen Anne's County, Maryland, default having occurred in the terms and provisions of said mortgage by non-payment of the monthly installments provided for therein, and you will please file in said cause a certified copy of the aforesaid mortgage and mark the same "Attorney's Exhibit No. 1."

JAMES E. THOMPSON, Jr.  
James E. Thompson, Jr.  
Attorney named in Mortgage  
117 Lawyers Row  
Centreville, Maryland 21617

Filed June 14, 1967

AFFIDAVIT Filed June 14, 1967

STATE OF MARYLAND

QUEEN ANNEIS COUNTY

TO WIT:

THIS IS TO CERTIFY, that on this 14th day of June, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Attorney named in Mortgage, and made oath in due form of law that after diligent inquiry it has been found that Mary Anna Gibbs is a resident of Queen Anne's County, Martland, and further that Mary Anna Gibbs is not now in the military service of the United States as defined by the Soldiers and Sailors Relief Act nor has she been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG  
Notary Public  
My Commission Expires: 7-1-67.

Filed June 14, 1967

Notary  
Public  
Seal.

CERTIFIED COPY OF MORTGAGE

Filed June 14, 1968

No53258

Re 9802 RECEIVED FOR RECORD Feb. 8, 1965

This FIRST PURCHASE MONEY Mortgage, made this 8th day of February 1965, by and between MARY ANNA GIBBS, single woman, of Marydel, Queen Anne's County, Maryland, party of the first part, hereinafter called "MORTGAGOR" and THE CAROLINE COUNTY BANK, a body corporate, Greensboro, Maryland, party of the second part, hereinafter called "MORTGAGEE."

WHEREAS, I owe and am justly indebted unto The Caroline County Bank, a body corporate, Greensboro, Maryland, in the full and just sum of SIX THOUSAND DOLLARS (\$6,000.00), with interest thereon at the rate of Six (6%) per cent per annum, for which I have given said Bank my promissory note for the same bearing even date herewith and payable in monthly installments of Seventy-five Dollars (\$75.00) including interest, beginning on the 8th day of March, 1965, and a like amount on the same date of each succeeding month thereafter until paid in full, for money borrowed and advanced on account of the purchase price of the hereinafter described property, and I did agree as a condition precedent to further secure the payment of said promissory note with interest and any renewal or renewals thereof which may be accepted by said Bank, by a mortgage lien on the property hereinafter mentioned.

NOW, THEREFORE, THIS FIRST PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Mary Anna Gibbs, Mortgagor, does

hereby grant and convey unto The Caroline County Bank, a body corporate, its successors and assigns, in fee simple, all the following described property, to wit:

PARCEL NO. 1: All that farm or tract of land situate in the First Election District of Queen Anne's County, State of Maryland, on the North side of the public road leading from Carson's Corner to Busick's Church and adjoining the lands of or formerly of Walter Walls, Joseph E. George, W. Fields and James C. Comeys, and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at the southeast corner of the farm and in the middle of the public road and in the middle of a bridge which spans Unicorn Ditch, and thence with the Unicorn Ditch North 28° 45' W. 4 rods; thence N 18° 45' W, 6 rods; thence N 10° W, 6 rods; thence N 5° W, 31 rods; thence N 46° W, 17 rods to William Fields' land; thence with William Fields' land N 85° 15' W, 46 rods to a stake where a stone is to be planted; thence with Fields' land N 4° W, 49.8 rods to a Red Oak Tree; thence S 53° E, 81 rods to a stone, a corner for William Jackson and Benjamin Moffett; thence S 27° E. 73 rods to the middle of the said public road; thence with the middle of the public road N 89° 30' E, 100 rods to the place of beginning; containing 60.9 acres of land, more or less.

PARCEL NO. 2: All that lot or parcel of land called or known as "The William T. Fields Land" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the public road from Busick's Corner to Schenck's Corner, adjoining the land of or formerly of Joseph M. George, the land of or formerly of one Ruff and lands of or formerly of Frank P. Morris, known as "The Tolson Land of Thomas Fields," and which tract hereby conveyed is contained within the following metes and bounds, courses and distances, according to the Deed from Jacob B. Felton to Thomas Fields, to wit:

BEGINNING for the same at a stone on the side of Unicorn Ditch where the land of Joseph M. George (once the land of Jacob B. Felton) joins the Fields' Land, and running thence N 37° W, 9.4 perches to a point; thence N 5° W, 26 perches to a point; thence N 35° W, 7 perches to a point; thence S 5° E. 40 perches to a point; and thence N 85° E, 45 perches to the place of beginning containing 10 acres of land more or less.

BEING the same and all of the land granted and conveyed unto Mary Anna Gibbs, single woman, by MacKensie and Adeline T. MacKenzie, his wife, by deed of even date herewith, recorded or intended to be recorded immediately preceding these presents.

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

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

And the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgages, or JAMES E. THOMPSON, 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 \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

MARY ANNA GIBBS (SEAL)  
Mary Anna Gibbs

STATE OF MARYLAND  
COUNTY OF Queen Anne's

On this the 8th day of February 1965 before me, Jane L. Young, the undersigned officer, personally appeared Mary Anna Gibbs known to me to be the person (s) whose name (s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time appeared James E. Thompson, Jr., attorney for Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagor to make this affidavit.)

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

JANE L. YOUNG  
Notary Public

Notary Public  
Seal.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 13, folio 126, 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 June in the year nineteen hundred and sixty-seven.

Circuit Court Seal.

CHARLES W. CECIL  
Clerk

STATEMENT OF MORTGAGE DEBT  
Filed June 14, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

vs.

MARY ANNA GIBBS  
Marydel,  
Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
Equity No. 4873

\* \* \* \* \*

STATEMENT OF MORTGAGE DEBT

Balance of principal due on mortgage-----	\$ 5,014.84
Fire Insurance premium-----	31.00
Interest through June 14, 1967-----	80.29
Interest for 60 days of date of sale in accordance with Article 66, Section 8, Annotated Code of Maryland-----	50.15
10% attorney's commission provided for in promissory note secured by the aforesaid mortgage-----	509.51
Counsel fee provided in mortgage-----	50.00
Notary Public-----	2.00
TOTAL DUE ON MORTGAGE-----	\$ 5,737.79

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

I HEREBY CERTIFY, that on this 14th day of June, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Attorney named in Mortgage, and made oath in due form of law that the foregoing is a true statement of the mortgage debt due from Mary Anna Gibbs, single woman, Mortgagor, under the aforesaid Mortgage mentioned and described in the said Statement to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG  
 Notary Public  
 My Commission Expires: 7-1-67.

Filed June 14, 1967

Notary  
 Public  
 Seal.

BOND  
 Filed July 13, 1967

RECEIVED FOR RECORD July 13, 1967

FIDELITY AND DEPOSIT COMPANY

HOME OFFICE OF MARYLAND BALTIMORE 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, James F. Thompson, Jr., attorney named in mortgage, 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 EIGHT THOUSAND (\$8,000.00) 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 13th day of July in the year of our Lord nineteen hundred sixty-seven.

Whereas, the above bounden James E. Thompson, Jr., by virtue of the power contained in a mortgage from Mary Anna Gibbs to The Caroline County Bank bearing date the 8th day of February, 1965 and recorded among the mortgage records of Queen Anne's County in Liber C.W.C. No. 13 Folio 126 and James E. Thompson, Jr., attorney named in mortgage, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden James E. Thompson, Jr., attorney named in mortgage, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

LYNDA HARRIS

JAMES E. THOMPSON, Jr. (SEAL)  
 James E. Thompson, Jr.

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MARILEE H. THOMPSON  
 As to Surety

By DOROTHY E. CONNOLLY  
 Attorney-in-Fact

Security approved and Bond filed July 13, 1967

Corporate Seal

CHARLES W. CECIL Clerk

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 210, 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 13th day of July in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL

Clerk



REPORT OF SALE  
Filed July 25, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
Equity No. 4873

vs.

MARY ANNA GIBBS  
Marydel,  
Maryland

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Attorney Named in Mortgage, unto your Honors respectfully sets forth:

That default having occurred in the terms of a Mortgage from Mary Anna Gibbs, Mortgagor, to The Caroline County Bank, Mortgagee, which said Mortgage is dated February 8, 1965, recorded February 8, 1965, in Liber C.W.C. No. 13, folio 126, a Land Record Book for Queen Anne's County, in which said Mortgage James E. Thompson, Jr. was named attorney with power of sale for the purpose of collection for foreclosure. The undersigned Attorney named in Mortgage, after docketing suit for foreclosure and advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before Tuesday, July 18, 1967, in accordance with a certificate of advertisement attached hereto as a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, did attend in front of the Court House Door, Centreville, Queen Anne's County, Maryland, on Tuesday, July 18, 1967, at 10:00 o'clock A.M. (DST), and after reading the attached advertisement and having the auctioneer cry the sale for considerable length of time, did sell said real estate unto Anna Marie Pleasanton, 225 Cecil Street, Dover, Delaware, at and for the sum of Six Thousand Six Hundred Dollars (\$6,600.00), said real estate being described as follows, to wit:

PARCEL NO. 1: ALL that farm or tract of land situate in the First Election District of Queen Anne's County, State of Maryland, on the North side of the public road leading from Carson's Corner to Busick's Church and adjoining the lands of or formerly of Walter Walls, Joseph E. George, W. Feilds and James C. Comegys, and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at the southeast corner of the farm and in the middle of the public road and in the middle of a bridge which spans Unicorn Ditch, and thence with the Unicorn Ditch North 28° 45' W, 4 rods; thence, N 18° 45', 6 rods; thence N 10° W, 6 rods; thence, N 5° W, 31 rods; thence N 46° W, 17 rods to William Fields' land; thence, with William Feilds' land N 85° 15' W, 46 rods to a stake where a stone is to be planted; thence, with Fields' land N 4° W, 49.8 rods to a Red Oak Tree; thence, S 53° E, 81 rods to a stone, a corner for William Jackson and Benjamin Moffett; thence, S 27° E, 73 rods to the middle of the said public road; thence, with the middle of the public road N 89° 30' E, 100 rods to the place of beginning; containing 50/9 acres of land, more or less.

PARCEL NO. 2: ALL that lot or parcel of land called or known as "The William T. Fields Land" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the public road from Busick's Corner to Schenck's Corner, adjoining the land of or formerly of Joseph M. George, the land of or formerly of one Ruff and lands of or formerly of Frank P. Morris, known as "The Tolson Land of Thomas Fields" and which tract hereby conveyed is contained within the following metes and bounds, courses and distances, according to the Deed from Jacob B. Felton to Thomas Fields, to wit:

BEGINNING for the same at a stone on the side of Unicorn Ditch where the land of Joseph M. George (once the land of Jacob B. Felton) joins the Field's Land, and running thence N 37° W, 9.4 perches to a point; thence, N 5° W, 26 perches to a point; thence N 35° W, 7 perches to a point; thence, S 5° E, 40 perches to a point; and thence, N 85° E, 45 perches to the place of beginning containing 10 acres of land, more or less.

BEING the same two parcels and all of the land granted and conveyed unto Mary Anna Gibbs, single woman, by John Paul MacKenzie and Adeline T. MacKenzie, his wife, by deed dated February 8, 1965, recorded February 8, 1965, in Liber C.W.C. No. 13, folio 123, a Land Record Book for Queen Anne's County.

The Purchaser has given a check to your Attorney named in Mortgage in the amount of One Thousand Five Hundred Dollars (\$1,500.00) as down payment and it is believed that she will comply with the other terms of sale upon ratification of the sale by this Court.

The Report states the amount of said sale to be Six Thousand Six Hundred Dollars (\$6,600.00) and that your Attorney named Mortgagee believes said price is the best price obtainable for said property, and certifies that said sale was fairly made.

Respectfully submitted,

JAMES E. THOMPSON, Jr.  
James E. Thompson, Jr.  
Attorney Named in Mortgage



QUEEN ANNE'S COUNTY ) TO WIT:

I HEREBY CERTIFY, that on this 25th day of July, 1967, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James E. Thompson, Jr., Attorney Named in Mortgage, and did make oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made.

WITNESS my hand and Notarial Seal the day and year first above written.

JANE L. YOUNG  
Notary Public  
My Commission Expires: 7-1-69

Notary Public Seal.

Filed July 25, 1967

James E. Thompson, Jr.  
Attorney-at-Law  
117 Lawyers Row  
Centreville, Maryland

ATTORNEY'S SALE

-OF VALUABLE-

REAL ESTATE

Situate In The First Election District of  
Queen Anne's County, Maryland

The undersigned Attorney named in the Mortgage from Mary Anna Gibbs, single woman, to The Caroline County Bank dated February, 8, 1965, recorded February 8, 1965, in Liber C.W.C. No. 13, folio 126, a Land Record Book for Queen Anne's County, said Mortgage being in default, will offer at public sale to the highest bidder in front of the Court House Door, Centreville, Queen Anne's County, Maryland, on TUESDAY, JULY 18, 1967 at 10:00 O'CLOCK A.M. (DST) the following described real estate, to wit:

PARCEL NO. 1: ALL that farm or tract of land situate in the First Election District of Queen Anne's County, State of Maryland, on the North side of the public road leading from Carson's Corner to Busick's Church and adjoining the lands of or formerly of Walter Walls, Joseph E. George, W. Fields and James C. Comegys, and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at the southeast corner of the farm and in the middle of the public road and in the middle of a bridge which spans Unicorn Ditch, and thence with the Unicorn Ditch North 28° 45' W, 4 rods; thence, N 18° 45' W, 6 rods; thence N 10° W, 6 rods; thence N 5° W, 31 rods; thence, N 46° W, 17 rods to William Fields' land; thence, with William Fields' land N 85° 15' W, 46 rods to a stake where a stone is to be planted; thence, with Fields' land N 4° W, 49.8 rods to a Red Oak Tree; thence, S 53° E, 81 rods to a stone, a corner for William Jackson and Benjamin Moffet; thence S 27° E, 73 rods to the middle of the said public road; thence, with the middle of the public road N 89° 30' E, 100 rods to the place of beginning; containing 50.9 acres of land, more or less.

PARCEL NO. 2: ALL that lot or parcel of land called or known as "The William T. Fields Land" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the public road from Busick's Corner to Schenck's Corner, adjoining the land of or formerly of Joseph M. George, the land of or formerly of one Ruff and lands of or formerly of Frank P. Morris, known as "The Tolson Land of Thomas Fields," and which tract hereby conveyed is contained within the following metes and bounds, courses and distances, according to the Deed from Jacob B. Felton to Thomas Fields, to wit:

BEGINNING for the same at a stone on the side of Unicorn Ditch where the land of Joseph M. George (once the land of Jacob B. Felton) joins the Field's Land, and running thence N 37° W, 9.4 perches to a point; thence, N 5° W, 26 perches to a point; thence, N 35° W, 7 perches to a point; thence, S 5° E, 40 perches to a point; and thence N 85° E, 45 perches to the place of beginning containing 10 acres of land more or less.

BEING the same two parcels and all of the land granted and conveyed unto Mary Anna Gibbs, single woman, by John Paul MacKenzie and Adeline T. MacKenzie, his wife, by deed dated February 8, 1965, recorded February 8, 1965, in Liber C.W.C. No. 13, folio 123, a Land Record Book for Queen Anne's County.

The above described property is improved by a frame dwelling house, chicken house, granary, and other outbuildings.

TERMS OF SALE: One Thousand Five Hundred Dollars (\$1,500.00) of the purchase money in cash or by certified check on the day of sale. The balance thereof upon final ratification of the sale by the Circuit Court for Queen Anne's County, or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Attorney.

TAXES and other public charges will be adjusted to the day of

sale. All title papers, revenue stamps, and other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage 4t-7-13

William J. Barcus, Jr., Auctioneer

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., 7/19/67

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Attorney's Sale of Real Estate in the case of Mary Anne Gibbs 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 18 day of JULY, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22 day of JUNE 1967, and the last insertion on the 13 day of JULY, 1967

THE RECORD-OBSERVER CORPORATION  
By MARY LOU WALTERS

Filed July 25 1967

AFFIDAVIT BY PURCHASER  
Filed July 25, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

Vs.

Equity No. 4873

MARY ANNA GIBBS  
Marydel,  
Maryland

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 18th day of July, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Anna Marie Pleasanton 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.

JANE L. YOUNG  
Notary Public  
My Commission Expires: 7-1-69

Filed July 25, 1967

Notary Public  
Seal.

CERTIFICATE OF NOTICE TO HOLDER OF SECOND MORTGAGE  
Filed July 25, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

vs.

Equity No. 4873

MARY ANNA GIBBS  
Marydel,  
Maryland

\* \* \* \*

I HEREBY CERTIFY, that the original letter of which the attached is a photocopy was mailed to Mrs. Adeline T. MacKenzie, holder of the second mortgage on the property herein sold, certified mail as evidenced by the return receipt attached hereto as a part hereof.

JAMES E. THOMPSON, Jr.  
James E. Thompson, Jr.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland 21617

Filed July 25, 1967

JAMES E. THOMPSON, JR.  
Attorney at Law  
Centreville, Md. 21617

758-0877 Area Code 301

June 15, 1967

Mrs. Adeline T. MacKenzie  
c/o Neil M. Montella, Inc.  
164 W. 5th Street  
Chester, Pennsylvania

Dear Mrs. MacKenzie:

I have been instructed by The Caroline County Bank to foreclose the first mortgage which they hold on the property of Mary Anna Gibbs. For your information a copy of the statement of the mortgage debts is enclosed.

The sale of the property will be made in front of the Court House, Centreville, Maryland, at 10:00 o'clock A.M., D.S.T., Tuesday, July 18, 1967.

You are being notified of the above facts so that you may take such steps as you deem necessary to protect your interest under the second mortgage.

Very truly yours,

JAMES E. THOMPSON, Jr.  
James E. Thompson, Jr.

JET, Jr/jy

Enc.

Filed July 25, 1967

RECEIPT

Received the numbered article described below.

Certified No.

658212

Signature or Name of Addressee ADELINE MacKENZIE/c/o NEIL \_\_\_\_\_ Signature of Addressee Agent, If any

Dated Delivered JUN 17 1967

RETURN To Name of Sender James E. Thompson, Jr. Centreville, Maryland 21617  
Postmark - Chester Pa PM JUN 19 1967

ORDER NISI ON SALE  
Filed July 25, 1967.

ORDER NISI ON SALE

James E. Thompson, Jr., Attorney  
named in Mortgage,

vs.

Mary Anna Gibbs

In the Circuit Court  
for Queen Anne s County

In Equity

Cause No. 4873

ORDERED, this 25th. day of July, 1967, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 25th. 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 18th. day of August, 1967.

The report states the amount of sales to be \$6,600.00.

CHARLES W. CECIL Clerk

Filed July 25, 1967.

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE  
Filed Aug. 29, 1967

ORDER NISI ON SALE

James E. Thompson, Jr.,  
Attorney named in Mortgage

vs.

Mary Anna Gibbs

47

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

Cause No. 4873

ORDERED, this 25th day of July, 1967, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 25th day of August, 1967, unless cause to the contrary thereof be previously shown; provided a copy of this order to inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of August, 1967.

The report states the amount of sales to be \$6,600.00.

CHARLES W. CECIL, Clerk

Filed July 25, 1967.

True Copy

Test: CHARLES W. CECIL, Clerk

3t-8-10

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., 8/30/67

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI 4873 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 18 day of AUGUST, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of JULY 1967, and the last insertion on the 10 day of AUG, 1967

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Aug. 29, 1967

FINAL ORDER OF RATIFICATION  
Filed Aug. 30, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
117 Lawyers Row  
Centreville, Maryland

vs.

MARY ANNA GIBBS  
Marydel,  
Maryland

\* IN THE CIRCUIT COURT FOR

\* QUEEN ANNE'S COUNTY

\* Equity No. 4873

\* \* \* \* \*  
FINAL ORDER OF RATIFICATION

IT IS this 30th day of August, 1967, for the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Attorney Named in Mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi and the Attorney making said sale is allowed the usual commissions and such expenses not personal as he shall produce vouchers for the the auditor.

GEORGE B. RASIN, Jr.  
JUDGE

Filed Aug. 30, 1967

AMENDED STATEMENT OF MORTGAGE DEBT  
Filed Sept. 1, 1967

JAMES E. THOMPSON, JR.  
Attorney Names in Mortgage  
117 Lawyers Row  
Centreville, Maryland

vs.

MARY ANNA GIBBS  
Marydel,  
Maryland

\* IN THE CIRCUIT COURT FOR

\* QUEEN ANNE'S COUNTY

\* Equity No. 4873

\* \* \* \* \*  
AMENDED STATEMENT OF MORTGAGE DEBT

Balance of principal due on mortgage-----\$ 5,014.84

Fire Insurance premium-----	31.16
Interest through July 18, 1967-----	99.85
Interest for 60 days from date of sale in accordance with Article 66, Section 8, Annotated Code of Maryland-----	50.15
10% attorney's commission provided for in promissory note secured by the aforesaid mortgage-----	516.48
Counsel fee provided in mortgage-----	50.00
Notary Public-----	2.75
TOTAL DUE ON MORTGAGE-----	\$ 5,765.23

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

I HEREBY CERTIFY, that on this 1st day of September, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Attorney named in Mortgage, and made oath in due form from Mary Anna Gibbs, single woman, Mortgagor, under the aforesaid Mortgage mentioned and described in the said Amended Statement to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

JANE L. YOUNG  
 Notary Public  
 My Commission Expires 7/1/69

Filed Sept. 1, 1967

Notary  
 Public  
 Seal.

REPORT AND ACCOUNT OF AUDITOR  
 Filed Sept. Sept. 13, 1967

JAMES E. THOMPSON, JR.,  
 Attorney named in Mortgage

vs.

MARY ANNA GIBBS

IN THE CIRCUIT COURT  
 FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 4873

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this account is stated at the request of James E. Thompson, Jr., Attorney named in the Mortgage (and vendor), in this foreclosure proceeding; wherein it appears that the proceeds of sale are more than sufficient to pay the mortgage debt and the costs of these proceedings. The surplus appears to be in the sum of \$543.69, which was directed to be paid to the Mortgagor.

2. The amended statement of mortgage debt is allowed thereout except for the attorney's fee provided for in the mortgage, which is allowed in the audit, and the ten per cent attorney's commissions provided for in the note secured by the mortgage foreclosed in these proceedings, which is disallowed pursuant to Order of the Court of Appeals of Maryland No. 493, September Term, 1966, entitled American National Bank of Maryland vs. H. Kenneth Mackey, Assignee, which is Equity Cause No. 4714 in this Court, entitled In Re: The Mortgaged Real Estate of William J. O'Neill and Cecilia M. O'Neill, his wife.

3. That in the within account, the vendor is charged with the proceedings of sale, per his report filed in this cause, and is allowed thereafter, the following expenses, to wit: Court costs, bond premium, costs of publishing the notice of sale and the order nisi of sale, the auctioneer's charges for crying sale, the vendor's share of current taxes, the vendor's fee for his services and his commission for making said sale, the fee of your auditor for stating this account, the payment of the mortgage debt except commissions as provided for in note which has been disallowed, and the balance or surplus directed to be paid to said mortgagor.

Respectfully submitted,

J. THOMAS CLARK  
 Auditor

September 12, 1967

Cause No. 4873

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

Cr.

1967  
 Aug. 30 By proceeds of the sale of land, per report of vendor, to  
 wit:-----\$6,600.00

Dr.

To James E. Thompson, Jr., Attorney  
 named in mortgage (and vendor) per  
 terms of mortgage, as follows, to wit:  
 1-His fee for his services-----\$ 50.00  
 2-His commissions for making  
 sale, to wit:----- 480.00           \$530.00

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-\$19.80  
 2-Appearance fee of James E.  
 Thompson, Jr., Attorney----- 10.00           29.80

To do., for an amount due Dorothy E.  
 Conolly, Agent, for the premium on  
 the corporate surety bond filed in  
 this cause, per statement for same  
 exhibited, to wit:-----           32.00

To do., for amounts paid Queen Anne's  
 Record-Observer, per its receipts  
 exhibited, to wit:  
 1-For publishing notice of sale-\$137.50  
 2-For publishing order nisi of  
 sale----- 14.00           151.50

To do., for an amount due W. J. Barcus,  
 Jr., auctioneer, for crying said sale,  
 per local rules of Court, to wit:-----           25.00

September 12, 1967

J. THOMAS CLARK  
Auditor

To do., for an amount paid William R.  
 Wilson, III, Treasurer, for vendor's  
 share of taxes on real estate sold in  
 this cause, per settlement sheet  
 exhibited, to wit:-----           \$19.26

To J. Thomas Clark, auditor, for stating  
 this audit, the sum of-----           55.00

To The Caroline County Bank as payment in  
 full on the indebtedness due under terms  
 of mortgage foreclosed herein and which  
 includes principal, interest, fire insurance  
 premium, and notary fee, in the sum of---   5,198.75

To Mary Anna Gibbs, the mortgagor of the  
 mortgage foreclosed herein, the surplus  
 funds, or the sum of -----           543.69

\$6,600.00                   \$6,600.00

September 12, 1967

J. THOMAS CLARK  
Auditor

Filed Sept. 13, 1967

CERTIFICATE OF NOTICES MAILED  
Filed Sept. 13, 1967

JAMES E. THOMPSON, JR.,  
Attorney named in mortgage

VS.

MARY ANNA GIBBS

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 4873

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 12, 1967, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

James E. Thompson, Jr.  
Centreville, Maryland

The Caroline County Bank  
Greensboro, Maryland

Mary Anna Gibbs  
Marydel, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account will be filed on September 13, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before September 28, 1967, and if no exceptions are filed within said time, the account may thereupon be ratified on September 29, 1967.

J. THOMAS CLARK  
Auditor

Filed Sept. 13, 1967

NISI RATIFICATION OF AUDIT  
Filed Sept. 13, 1967

James E. Thompson, Jr.,  
Attorney named in mortgage  
  
vs.  
  
Mary Anna Gibbs

NISI RATIFICATION OF AUDIT  
In the Circuit Court  
  
for Queen Anne's County  
  
In Equity  
  
Cause No. 4873

ORDERED, this 13th day of September, 1967, that the report and account filed in these proceedings by J. Thomas Auditor, Auditor, be ratified on or after the 29th day of September, 1967, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed Sept. 13, 1967

PETITION FOR ORDER TO BE PASSED FOR DISTRIBUTION OF SURPLUS FUNDS TO NEIL MONTELLA, Exec.  
Filed Sept. 13, 1967

JAMES E. THOMPSON, JR.  
Attorney Named in Mortgage  
  
vs.  
  
MARY ANNA GIBBS

) IN THE CIRCUIT COURT  
)  
) FOR  
)  
) QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CHANCERY NO. 4873

\*\*\*\*\*

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Neil Montella, executor of the Estate of Adeline T. MacKenzie, by Vachel A. Downes, Jr., his solicitor, respectfully represents:

1. That Mary Anna Gibbs did make, execute and deliver a second lien purchase money mortgage unto Adeline T. MacKenzie, which mortgage is dated the 8th day of February, 1965, and is recorded among the Land Records of Queen Anne's County in Liber C.W. C. No. 13 folio 128; which mortgage constitutes a second lien on certain property situate in the First Election District of Queen Anne's County, State of Maryland.
2. The lands encumbered by the aforesaid second mortgage to Adeline T. MacKenzie are subordinate to the lien of a first mortgage from Mary Anna Gibbs to Caroline County Bank dated February 8, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 13 folio 126, which said mortgage was foreclosed and sold in this cause.
3. That the said Adeline T. MacKenzie has since departed this life and letters testamentary were issued to your Petitioner by the Orphans' Court of Delaware County, Pennsylvania on March 16, 1966 in a matter therein entitled "Estate of Adeline T. MacKenzie;" and that the aforesaid estate is still being administered upon and the administration has not been completed.
4. That the said Mary Anna Gibbs does owe unto the Estate of Adeline T. MacKenzie by virtue of said second mortgage the sum of \$4,741.00.
5. That your Petitioner is advised that there may be surplus funds in this cause remaining the be distributed.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order directing that the surplus funds in this cause be distributed to your Petitioner in an amount of not in excess of \$4,741.00.

AND AS IN DUTY BOUND, ETC.

Respectfully submitted,



VACHEL A. DOWNES, Jr.  
Vachel A. Downes, Jr.  
Solicitor for Petitioner  
115 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 301-758-0680

Filed Sept. 13, 1967

I Hereby Certify that a copy of the foregoing Petition was served on the Plaintiff, James E. Thompson, Jr., Attorney Named in Mortgage, by leaving the same at his law offices at 117 Lawyers Row, Centreville, Maryland, this 13th day of September, 1967.

VACHEL A. DOWNES, Jr.  
Vachel A. Downes, Jr.  
Solicitor for Petitioner

No53259  
Re9803 RECEIVED FOR RECORD Feb. 8, 1965

This SECOND PURCHASE MONEY Mortgage, made this 7th day of February, 1965, by and between MARY ANNA GIBBS, of Maryland, Queen Anne's County, State of Maryland, party of the first part, hereinafter called "MORTGAGOR", and ADELINE T. MacKENZIE, of "MORTGAGEE", party of the second part, hereinafter called

WHEREAS, I owe and am justly indebted unto Adeline T. MacKenzie, Mortgagee, in the full and just sum of Five Thousand Dollars (\$5,000.00) with interest thereon at the rate of Six (6%) per cent per annum, for which I have given the said Adeline T. MacKenzie my promissory note bearing even date herewith and payable in regular monthly installments of Fifty-five Dollars Fifty-two Cents (\$55.52) including interest beginning the 8th day of March, 1965, and a like amount on the same date of each succeeding month thereafter until paid in full for money borrowed and advanced on account of the purchase price of the hereinafter described property, and I did agree as a condition precedent to further secure the payment of said promissory note with interest at any renewal or renewals thereof which may be accepted by the said Mortgagee by a mortgage lien on the property hereinafter mentioned.

NOW, THEREFOR, THIS SECOND PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the said Mary Anna Gibbs does hereby grant and convey unto Adeline T. MacKenzie, her heirs and assigns, in fee simple, all of the following described property, to wit:

PARCEL NO. 1: ALL that farm or tract of land situate in the First Election District of Queen Anne's County, State of Maryland, on the North side of the public road leading from Carson's Corner to Busick's Church and adjoining the lands of or formerly of Walter Walls, Joseph E. George, W. Fields and James C. Comegys, and is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at the southeast corner of the farm and in the middle of the public road and in the middle of a bridge which spans Unicorn Ditch, and thence with the Unicorn Ditch North 28° 45' W, 4 rods; thence N 18° 45' W, 6 rods; thence N 10° W, 6 rods; thence N 5° W, 31 rods; thence N 45° W, 17 rods to William Fields' land; thence with William Field's land N 85° 15' W, 46 rods to a stake where a stone is to be planted; thence with Field's land N 4° W, 49.8 rods to a Red Oak Tree; thence S 53° E, 81 rods to a stone, a corner for William Jackson and Benjamin Moffett; thence S 27° E, 73 rods to the middle of the said public road; thence with the middle of the public road N 89° 30' E, 100 rods to the place of beginning; containing 50.9 acres of land, more or less.

PARCEL NO. 2: ALL that lot or parcel of land called or known as "The William T. Fields Land" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the public road from Busick's Corner to Schenck's Corner, adjoining the land of or formerly of Joseph M. George, the land of or formerly of one Ruff and lands of or formerly of Frank P. Morris, known as "The Tolson Land of Thomas Fields", and which tract hereby conveyed is contained within the following metes and bounds, courses and distances, according to the Deed from Jacob B. Felton to Thomas Fields, to wit:

BEGINNING for the same at a stone on the side of Unicorn Ditch where the land of Joseph M. George (once the land of Jacob B. Felton) joins the Fields' Land, and running thence N 37° W, 9.4 perches to a point; thence N 5° W, 26 perches to a point; thence N 35° W, 7 perches to a point; thence S 5° E, 40 perches to a point; and thence N 85° E, 45 perches to the place of beginning containing 10 acres of land, more or less.

BEING the same and all of the land granted and conveyed unto Mary Anna Gibbs, single woman, by MacKenzie and Adeline T. MacKenzie, his wife, by deed of even date herewith, recorded or intended to be recorded immediately preceding these presents.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises, insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or JAMES E. THOMPSON, 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 \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

MARY ANNA GIBBS (SEAL)  
Mary Anna Gibbs

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 8th day of February, 1965, before me, Jane L. Young, the undersigned officer, personally appeared Mary Anna Gibbs, known to me to be the person whose name (s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time appeared Adeline T. MacKenzie and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

JANE L. YOUNG  
Notary Public

Notary  
Public  
Seal.

And on the back of the foregoing is the following endorsement, to wit:-

Received for record this 8th day of February 1965, and recorded in Liber C.W.C. No. 13, folio 128, a Land Record Book of Queen Anne's County /s/ CHARLES W. GECIL, Clerk.

ORDER OF COURT  
Filed Sept. 15, 1967

The Clerk is directed to refer this petition to the Court Auditor for proceeding in accordance with Local Ruel 1391a (2) (3)

THOS. J. KEATING, Jr.

Filed Sept. 15, 1967

FINAL RATIFICATION OF AUDIT  
Filed Oct. 2, 1967

James E. Thompson, Jr.,  
Attorney Named in Mortgage

vs.

Mary Anna Gibbs

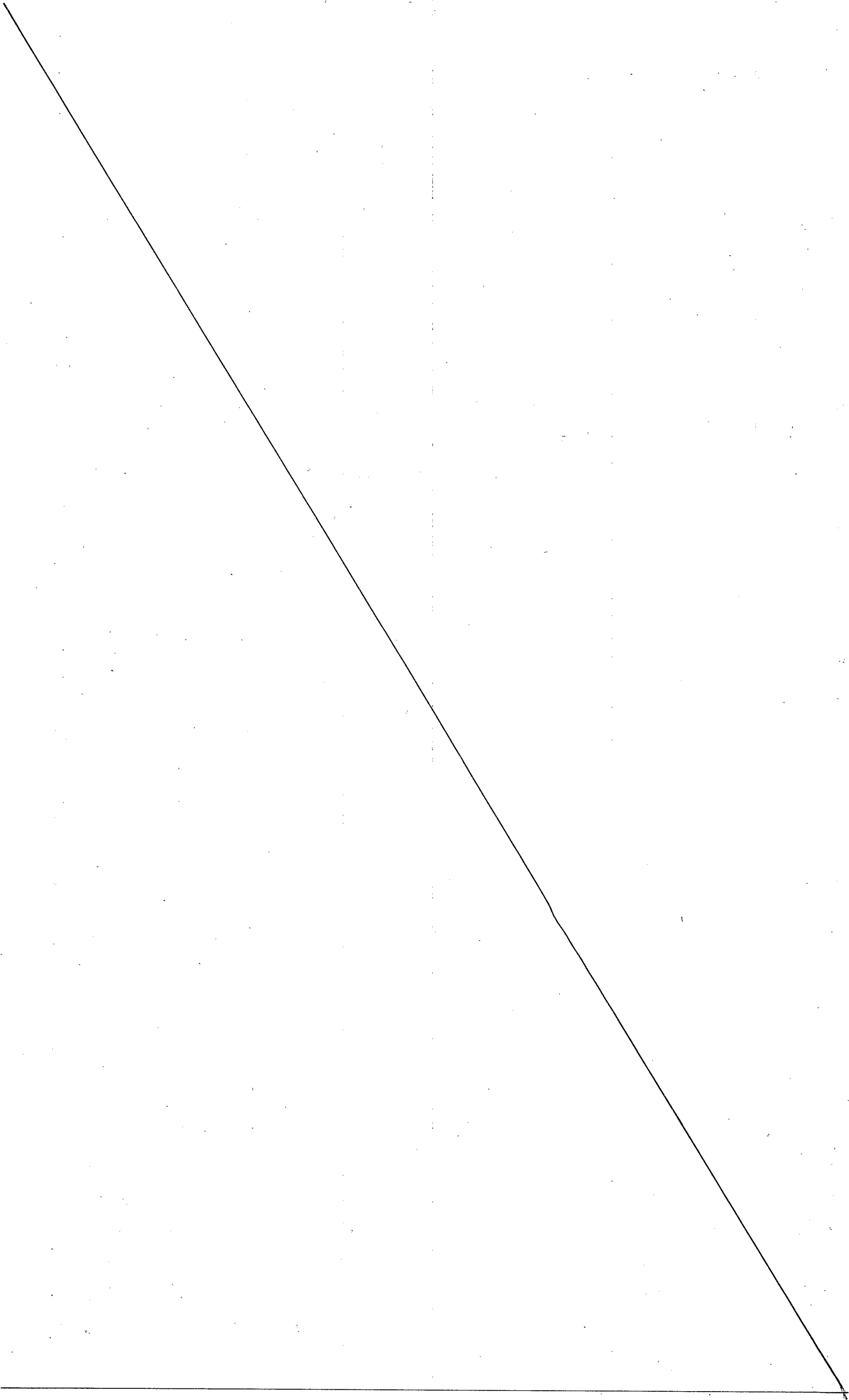
) In the Circuit Court  
) for Queen Anne's County  
)  
) in Equity  
)  
) Cause No. 4873

FINAL RATIFICATION OF AUDIT

ORDERED, this 2nd day of October, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally retified and conformed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and James E. Thompson, Jr., Attorney named in mortgage is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

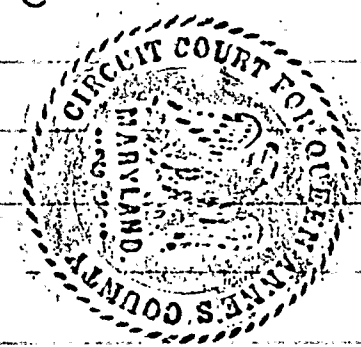
Filed Oct. 2, 1967



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of May, in the year eighteen hundred and sixty nine, the following Commission to Divide the Real Estate of E. F. K. Brown was brought to be recorded, to wit:-

Queen Anne's County, to wit: The State of Maryland, to Alexander W. Thompson, Thomas M. Kemp, James M. Stevens, William Harris Legg and Wacker H. White of Queen Anne's County, Gentlemen, Greeting: Whereas, at a Circuit Court begun and held at Centre Ville, in and for Queen Anne's County, on the first Monday of May in the year eighteen hundred and sixty eight, James B. B. Brown of Queen Anne's County, preferred his petition in writing to the Judges of said Court, setting forth and alleging, that E. F. K. Brown departed this life sometime in the year eighteen hundred and fifty three seized of divers lands tenements and hereditaments lying and being on Kent Islands in Queen Anne's County, consisting of three farms, one of which lies to the West of the road leading from Stevens Veece to Love Point, running back to Chesapeake Bay and adjoining on the sides the lands of William S. Price and James M. Stevens containing one hundred acres more or less, and two others, adjoining each other, containing in the two about two hundred and sixty acres bounded on the North by the lands of Mr. G. White, on the East by Chester River, on the South by the lands of W. C. Gibson and on the West by the <sup>and also by the dwelling, store house and lot in Stevens Veece</sup> ~~road~~ to Love Point, and that the said E. F. K. Brown left a widow Ann E. Brown and the following his children and heirs at law, that is to say your petitioner James B. B. Brown, Thomas F. Brown and John E. F. K. Brown, the last two of whom are infants under the age of twenty one years, and praying that a Commission might issue agreeably to the provisions of the laws of the State of Maryland in such case made and provided, to five discreet and sensible men to be Commissioners authorizing and empowering them or a majority of them to proceed in the premises according to law, and divide and make partition of the said estate fairly and equally in value between all the parties interested according to their just proportions.

Be it therefore known, that the said Court have appointed you to be Commissioners in the premises, and have directed a Commission to be issued to you directing you to proceed in the premises according to law: You or a majority of you, are therefore hereby authorized and empowered having first taken the oath hereunto annexed, to enter upon the premises and as judge and determine whether the said estate will admit of being divided without injury and loss to all the parties entitled, and ascertain the value of such estate in current money, taking into consideration any encumbrance thereon, and ascertain the value of the estate subject to the encumbrance; and if the estate can, in your opinion and judgment, or in the opinion and judgment of a majority of you, be divided





without loss and injury to all the parties entitled, then you or a majority of you shall divide and make partition of the same, fairly and equally in value between all the parties interested, according to their several just proportions; or if the estate cannot be divided equally and fairly between all the parties interested, according to their several just proportions, then you, or a majority of you, have power to divide the estate into as many parts as it is susceptible of, without loss and injury to all the parties entitled, and to ascertain the value of each part of such estate in current money, subject to any encumbrance thereon; and if in your opinion and judgment, or in the opinion and judgment of a majority of you, the said lands or estate cannot be divided without loss and injury to all the parties, you shall make return to the Court of your judgment, and the reasons upon which the same is formed, and the real value of the estate in current money, subject to the encumbrance, if any thereon; and if you, or a majority of you, shall determine that the lands or estate can be divided, in either of the ways hereinbefore mentioned, without loss or injury to all the parties, you shall cause the lands to be surveyed and laid out by the County Surveyor, for the several parties; and if the estate shall be equally divided between all the parties interested according to their several just proportions, then you, or a majority of you, shall allot to the several parties their respective shares of the said land; and you or a majority of you, are hereby directed to ascertain and lay off the widow's dower in and to the said lands and tenements before you shall proceed to divide or value the same; and you, or a majority of you, shall make the ascertainment and location of such dower a part of your return to this Commission; and you or a majority of you shall cause notice to be given to all the parties concerned, if they reside in this State, by advertisement set up at the door of the Court House of this County, and in such other public places in the said County as you may direct, at least thirty days previous to your proceeding to execute this Commission, and if the parties or any of them reside out of this State, then you or a majority of you before you proceed in execution of this Commission, shall cause notice thereof to be given by advertisements set up at the door of the Court House of the County aforesaid, and in such other public places in said County, and also published in such newspaper or newspapers as you may direct, at least two months previous to your proceeding to execute this Commission, and you or a majority of you shall make return of your proceedings under this Commission to the next Circuit Court to happen thereafter; and this shall be your sufficient authority:



Witness the Honorable John W. Robinson, Chief Judge of the  
Circuit Courts in the Second Judicial Circuit of the State of  
Maryland, the fourth day of May in the year eighteen hundred and  
Sixty eight.

Spued, the 17: day of June 1868.

James Wooster, Clerk.

Commissioners Oath.

Queen Anne's County, to wit: Be it remembered, that on the  
Twenty Sixth day of August in the year  
eighteen hundred and Sixty eight, before the subscribers a Justice of  
the Peace of the State of Maryland in and for Queen Anne's County  
aforesaid, personally appeared Alexander W. Thompson, Thomas H. Kemp,  
James M. Stevens, William Harris Legg, and ~~Walter H. Hays~~

and severally made oath on the Holy Evangelys of Almighty God,  
that they will well and faithfully perform the duties required of them  
by the aforesaid Commission and all duties assigned them under  
Article Forty Seven, of the Code of Public General Laws of the  
State of Maryland, and that they will proceed in the execution and  
completion of the said Commission, without favor, partiality or prejudice,  
and according to the best of their judgment and understanding.

Sworn before

Wm. Tanner J. P.

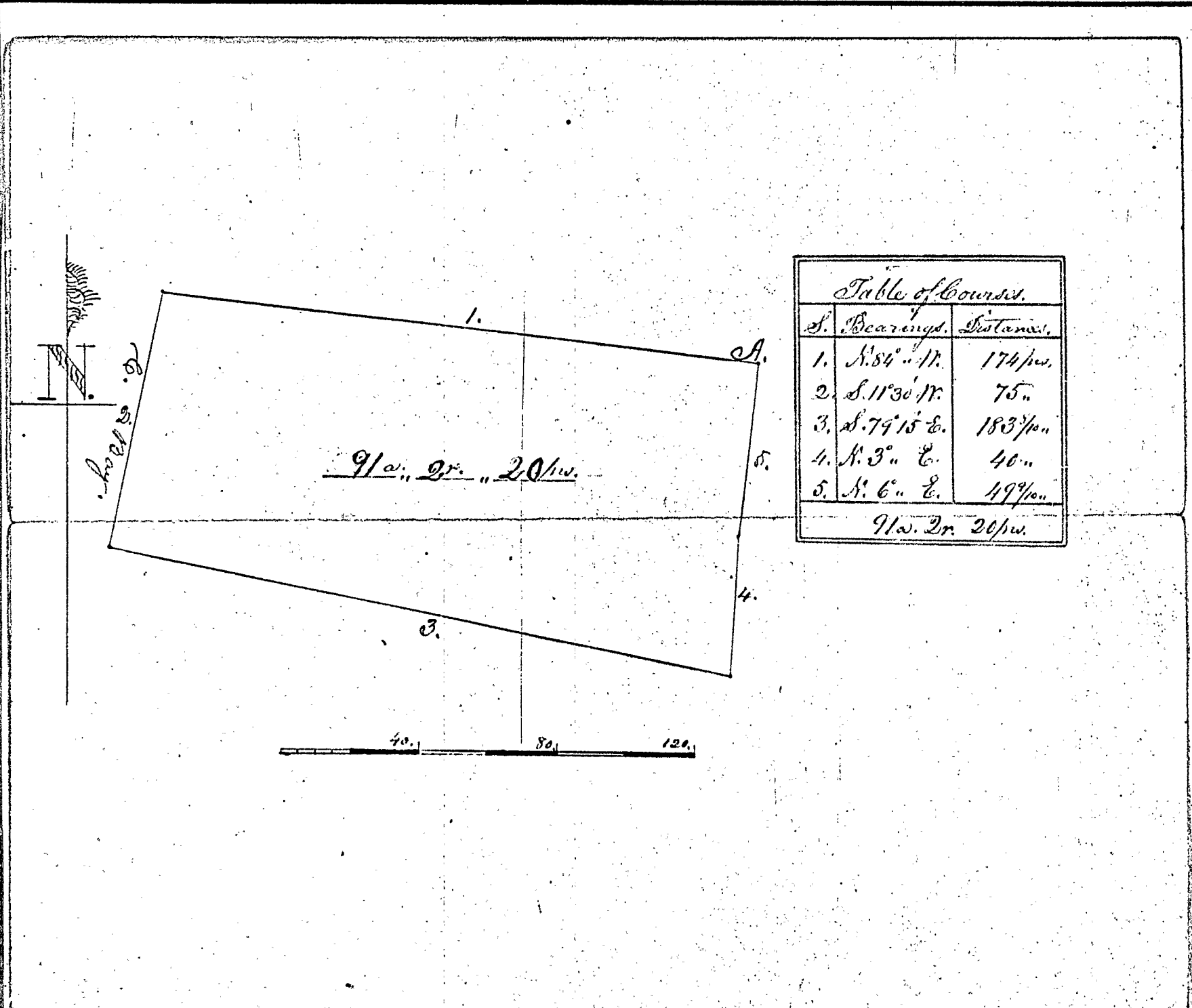
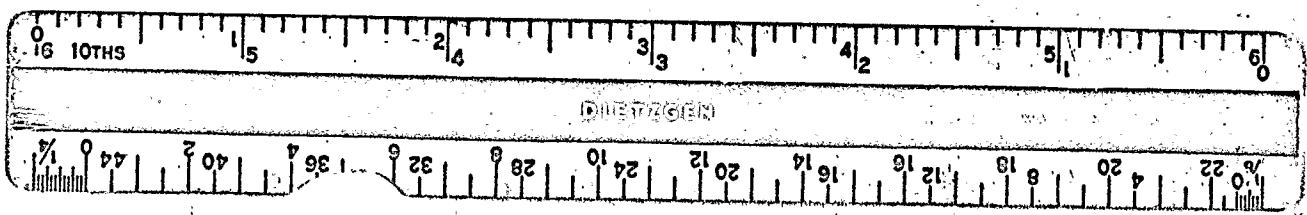


Table of Courses.		
S.	Bearings.	Distances.
1.	N. 84° 11' W.	174 p <sup>u</sup> .
2.	S. 11° 30' W.	75 "
3.	S. 79° 15' E.	183 3/4 "
4.	N. 3° E.	40 "
5.	N. 6° E.	199 1/2 "
91 1/2 p <sup>u</sup> .		20 p <sup>u</sup> .



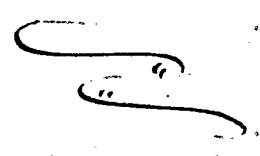
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State of Maryland.  
Queen Anne's Co. } Sch.

I hereby certify that I have surveyed for Alexander W. Thompson, James H. Hoops and James McStevens Esqrs. Commissioners appointed by the Circuit Court of Queen Anne's County to value and divide the real Estate of Franklin Thomas Bees, a tract of Land on Hool Island known by the name of \_\_\_\_\_ and contained within the following notes and begun as, Courses and distances to wit, Beginning with the Public Road from Stevensville to Cove Point, at the end of the line between said land and the land of James McStevens Esq. and running thence North eighty four degrees West one hundred and seventy four perches to Chesapeake Bay; thence with the Bay South eleven degrees thirty minutes West seventy five perches thence South seventy nine degrees fifteen minutes East one hundred and eighty three perches and eight tenths of a perch to the road; thence with the road North three degrees East forty perches and North six degrees East forty nine perches and nine tenths of a perch to the Beginning, containing ninety one acres, hundreds and twenty perches of Land.

James W. Thompson,  
C. Surveyor.  
October 21<sup>st</sup>. 1868.



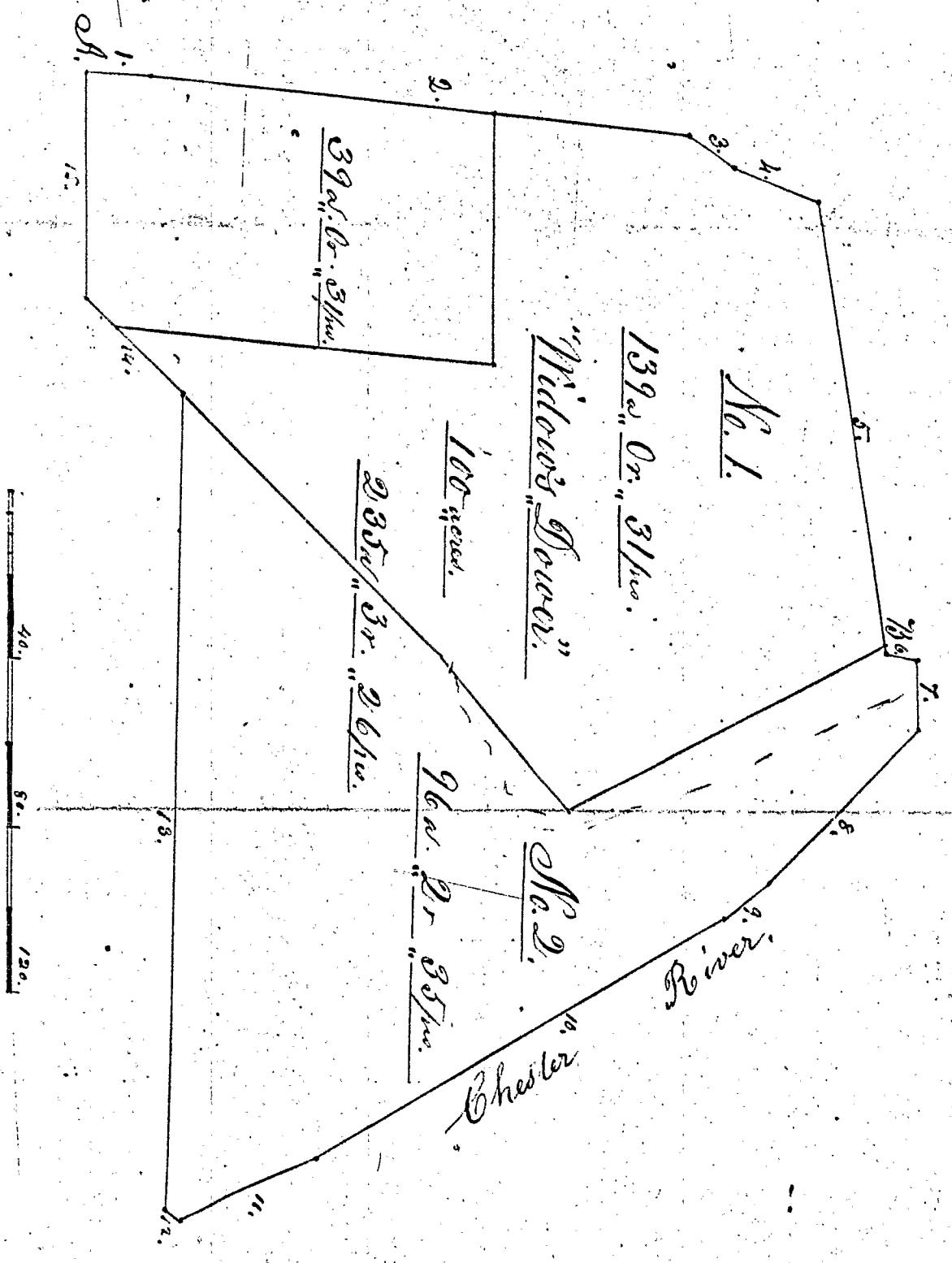
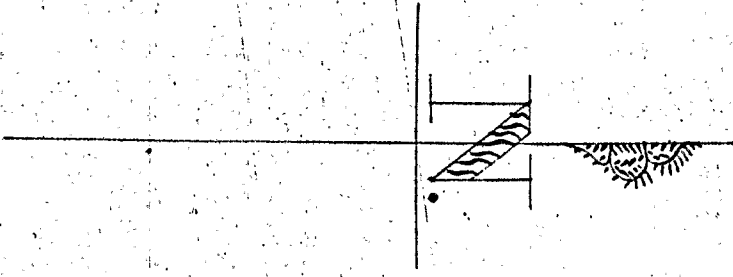
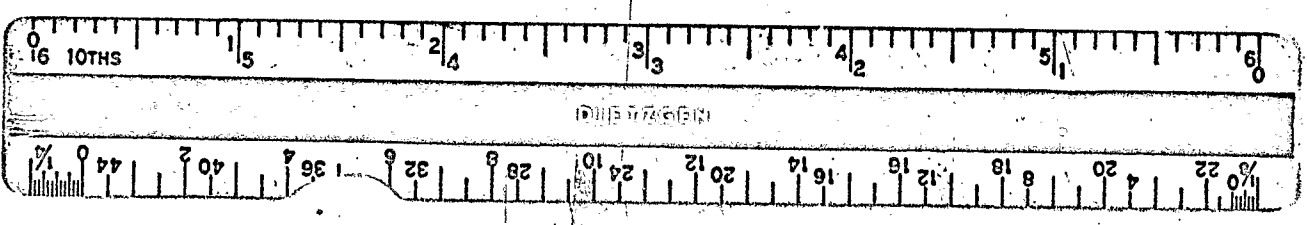


Table of Courses.	
Bearings	Distances
1. N. 3° E.	164
2. N. 6° E.	132
3. N. 34° E.	14
4. N. 21° E.	21
5. N. 81° E.	114
6. N. 13° E.	8
7. N. 88° E.	16
8. S. 45° E.	52
9. S. 40° E.	14
10. S. 33° E.	112
11. S. 23° E.	36
12. S. 25° W.	5
13. West	196
14. S. 15° W.	33
15. S. 85° W.	55 1/2
16. S. 35° W.	37 26



State of Maryland.  
Dorchester County } Sect.

I hereby certify that I have surveyed for Alexander W. Thompson, Thomas H. Kemp, James M. Stevens and William Harris Esq. Esq. Commissioners appointed by the County Circuit Court, to value and divide the real estate of Franklin Thorne Secd a tract of Land on Kent Island known by the name of \_\_\_\_\_ and contained within the following metes and bounds Courses and distances to wit. Beginning in the Public Road from Stevensville to Goose Point, at the end of the line between said land and the land of Rev Winchester Hous, and running thence with the road North three degrees East sixteen perches, North six degrees East one hundred and thirty two perches North thirty four degrees East fourteen perches, and North twenty one degrees East twenty one perches, thence North eighty one degrees East one hundred and ten perches to the East side of the mouth of \_\_\_\_\_ Creek, thence with the Creek North thirteen degrees East eight perches to Chesters River, thence up the River thence North eighty eight degrees East six ten perches, South forty five degrees East fifty two perches, South forty degrees East fourteen perches South thirty three degrees East one hundred and twelve perches, South twenty three degrees East thirty six perches, and South twenty eight degrees West five perches, thence West one hundred and ninety six perches, thence South forty five degrees West thirty three perches and thence South eighty eight degrees West fifty five perches and three tenths of a perch to the Beginning containing two hundred and thirty five acres, three rods and twenty six perches of Land.

I then divided the tract into two lots No. 1 & 2 as follows. No. 1. begins at the beginning of the whole tract and runs to the end of one hundred and eight perches on the fifth line, following the outline thereof, thence South twenty eight degrees East eighty six perches, thence South forty eight degrees thirty minutes West forty six perches and a half perch, thence South forty four degrees West ninety perches to the end of the thirteenth line of the whole Tract, thence with the fourteenth and fifteenth lines to the Beginning containing one hundred and twenty nine acres and thirty one perches of Land.

No. 2. begins at the end of one hundred and eight perches on the fifth line, thence with said line to the end thereof, thence with the outlines of the whole tract to the end of the thirteenth line, thence with Lot No. 1. to the Beginning containing ninety six acres, two rods and thirty five perches of Land.

I then laid off a hundred acres, part of No. 1 as the Widow's Dower as follows. Beginning at the end of eighty four perches on the second line and runs North eighty eight degrees East sixty three perches, thence South six degrees West till it intersects the fourteenth line at the end of twenty two perches thereon, thence with the lines of No. 1. reversed to the Beginning containing one hundred acres of Land.

James W. Thompson C.S.  
October 21<sup>st</sup> 1868.

(Duplicate)





To the Honorable the Judges of Queen Anne County Circuit Court

The Commissioners appointed by the Honorable Court at a session held in Centerville in the month of May in the year eight-hundred and sixty eight; upon the petition of James C. B. Brown to divide value, and make partition of the real Estate of E. B. Brown deceased, between James C. B. Brown, Thos. P. Brown, and John C. B. Brown; the two last being Minors, and to ascertain, and to ascertain and lay off the Dower of the widow Ann E. Brown.

Respectfully report, that having taken the oaths annexed to the Commission, and given the required notice, they entered upon the premises, and found them to consist of three Farms and a Lot with improvements in the Village of Stevensville, all free of encumbrance, except widows dower of Mrs Brown.

They proceeded to have the Lands surveyed by Jas. W. Thompson the County Surveyor, and found the Farm on the East side of the road leading from Stevensville to Loco Point, and bounding on said Road to contain one hundred and thirty nine acres, and thirty one perches, having on the same a good two story dwelling House, twenty four feet long by twenty wide, with a good kitchen in excellent repair, also, two Granaries each about sixteen feet square with sheds attached to each on the sides, and one of them with a shed on the back of it, both of them in bad repair, besides which there is a small tenement rented out on one corner of the Farm.

This Farm they beg to designate as Lot No. one, and have valued the same at sixty Dollars per acre, making the whole value of it, eight thousand three hundred and fifty one Dollars and sixty two cents. (\$ 8351  $\frac{62}{100}$ )

The Farm adjoining and formerly a part of Tract No. 1 they call No. two. its Eastern bounding being on, and running with that part of Chester River, on which it is located as will more fully appear by the accompanying Plot and Certificate, contains Ninety Six acres, two Roads, and thirty five Perches, with a dwelling House on the same, one and

a half stories high, low pitched, sixteen feet wide and twenty feet long in bad repair, an old kitchen that is barely habitable also a granary twelve feet from front to back, with a shed stable on one side, and a corn crib on the other, making it about twenty four feet wide, in good repair. They have valued this Farm at forty Dollars per acre, making the whole value of it, three thousand eight hundred and sixty eight Dollars, and seventy five cents, (\$3868 <sup>75</sup>/<sub>100</sub>)

The dwelling and Lot in Stevensville contains about three quarters of an acre of Land, the dwelling being twenty five feet long by sixteen feet wide, with a kitchen fourteen feet square and the store house is forty feet long by sixteen feet wide, all of them one story high, and in a fair state of repair, we estimate the value of the Lot and improvements, to be sixteen hundred Dollars, (\$1600). and make it a part of lot No. Two in our division, which added to the value of the above named Lot, will make No. Two, amount to five thousand four hundred and sixty eight Dollars and seventy five cents, (\$5468 <sup>75</sup>/<sub>100</sub>)

The Farm situated on the West side of the road leading to Love Point, and bounding also on the Chesapeake bay, contains by our survey ninety one acres, two roads and twenty perches, has a good <sup>wood</sup> shopped dwelling on it, thirty feet long and eighteen feet wide, with a building attached to it eighteen by fourteen feet, a kitchen twelve by fourteen feet, meat house twelve by twelve, a small Dairy, new granary twenty six feet wide including sheds on each side and is sixteen feet long from front to back all in good repair, it has also an old Tobacco Barn good for nothing except part of the frame timber that is in it. They value this farm at sixty Dollars per acre, and designate it as Lot No. Three, its whole value being five thousand four hundred and ninety seven Dollars and fifty cents (\$5497 <sup>50</sup>/<sub>100</sub>) making the aggregate value of the whole estate, nineteen thousand three hundred and seventy two Dollars and eighty seven cents. (\$19372 <sup>87</sup>/<sub>100</sub>)

Your Commissioners further report that they have laid off one hundred acres of Land with a small house thereon, the same being a part of Lot No. one, for the use of the widow Ann E Brown as her Dower, as will appear by reference to plot. They estimate the value of her interest in same at two thousand seven hundred and fifty nine, and sixty nine cents, (\$ 2759 <sup>69</sup>/<sub>100</sub>) it being one seventh of the value of the whole estate, and leaving Lot No. one, subject to this encumbrance, to be worth five thousand five hundred and ninety one Dollars, and ninety three cents (\$ 5591 <sup>93</sup>/<sub>100</sub>) as will appear by statement below:

They allot No. One, to James L B Brown leaving him to pay to Tho F Brown, the next oldest heir twenty one Dollars and eighty nine cents (\$ 21 <sup>89</sup>/<sub>100</sub>) and to John E F Brown the Youngest heir fifty Dollars and sixty four cents (\$ 50 <sup>64</sup>/<sub>100</sub>) making to the two seventy two Dollars and fifty three cents (\$ 72 <sup>53</sup>/<sub>100</sub>) thereby equalizing the portions of the three.

To Tho F Brown a minor, they allot No. Three as mentioned in this report, he receiving from his brother J. C. B. Brown twenty one Dollars and eighty nine cents as before mentioned

And to John E. F. B. Brown, we allot No. Two, as designated in this report, he also receiving from his brother J. C. B. Brown the sum of fifty Dollars and sixty four cents (\$ 50 <sup>64</sup>/<sub>100</sub>) which will give to each one, five thousand five hundred and nineteen Dollars and thirty nine cents (\$ 5519 <sup>39</sup>/<sub>100</sub>) as will appear by the following statement:

J. J. C. Brown Lot No. 1	139. 0. 31	at \$60 per acre	\$ 8351. 62
" John E. F. B. Brown No 2	96. 2. 35	at \$40 per acre	\$ 3968. 75
		House and Lot value	1600
" Tho F Brown No 3	91. 2. 20	at 60	5497. 50
			<hr/> 19312. 87

Aggregate value of whole Estate \$ 19317.<sup>05</sup>87  
 Deduct Estimated value of Power 2759.69  
 There being three heirs divide 3) 16558.18  
 each one is entitled to 5519.39

Amount of Lot No. 1. \$ 8351.<sup>25</sup>62  
 Widow dower deduct 2759.69  
 Take J C B Brown share out 5591.93  
 leaves him to pay as allowed \$ 72.54

viz: To Thomas J Brown \$ 21.89  
 To which add his allotment in Land 3497.50  
 makes \$ 5519.39

And to John E. L. Brown \$ 50.64  
 To which add his allotment in Land 3468.75  
 makes \$ 5519.39

All of which is most respectfully submitted

Wm. H. May 6, 1819

Alex. H. Thompson  
 Thomas H. Kempson  
 James M. Stevens  
 William Harris Legg

Commissioners

Attendances of Commissioners  
 Alexander H. Thompson 5 days  
 Thomas H. Kemp. 5 days, and making out this report  
 James M. Stevens 5 days  
 William Harris Legg 4 days

To The Honorable The Judges of The Circuit-Court for  
Queen Anne's County.

The Petition of James Charles Benjamin Brown respectfully  
sheweth that E. F. H. Brown departed this life some time in the  
year Eighteen Hundred and fifty three seized of certain lands ten  
acres and landments lying and being on Kent Island in Queen  
Anne's County, consisting of three farms one of which lies to the  
west of the road leading from Stevens Hill to Low Point running  
back to Chesapeake Bay and adjoining on the sides the lands of  
Wm. S. Price and James M. Stearns containing one hundred  
acres more or less, and two others adjoining each other contain-  
ing in the two about two hundred and fifty acres bounded on the  
north by the lands of Mr. G. White on the east by Chertea river on  
the south by the lands of W. C. Gibson and on the west by the afore-  
said road to Low Point <sup>and also a dwelling, store, house and lot in Stevens Hill</sup> and that the said E. F. H. Brown left a  
widow Ann E. Brown and the following his children and heirs  
at law, that is to say your petitioner James C. B. Brown, Thomas  
F. Brown, and John E. F. H. Brown the last two of whom are in-  
fants under the age of twenty one years. Wherefore your Petitioner  
prays that a commission may issue agreeably to the provisions of  
the Act of Assembly of the State of Maryland in such case made  
and provided to five discreet and sensible men to be Commissioners  
authorizing and empowering them or a majority of them to proceed in  
the premises according to law and divide and make partition of  
the said estate fairly and equally in value between all the parties  
interested according to their just proportions.

And your Petitioner will ever pray &c

O. B. Poppin Sol.  
for Petitioner

Charles E Skinner is hereby  
 appointed guardian for  
 infant children  
 Thos M Robinson  
 Filed, the 15<sup>th</sup> day of May 1868.



Filed November 12, 1969

James C. Brown { Petition in the Circuit Court for  
 Queen Anne's County - to divide the  
 real Estate of C. F. K. Brown

Ordered this 12<sup>th</sup> day of November 1869 that the report of the Commissioners making allotment of the real estate mentioned in the proceedings of this cause among the persons entitled thereto be ratified and confirmed, no cause to the contrary thereof having been shown.

It is further ordered that James C. Brown file with the Clerk of this Court a bond <sup>with sureties</sup> to the state of Maryland in the penal sum of one hundred and fifty dollars to be approved by said Clerk, conditioned for the payment to Thomas F. Brown of the sum of Twenty one Dollars and Eighty nine cents with interest from this date            day of           

the said principal sum to be paid to the said Thomas F. Brown upon his arrival to the age of twenty one years, the interest in the mean time to be paid to his guardian annually, and for the payment to John C. F. K. Brown of the sum of Fifty Dollars and Eighty four Cents with interest from this date            day of           

~~Eighteen Hundred and~~            the said principal sum to be paid to the said John C. F. K. Brown upon his arrival to the age of twenty one years, the interest in the mean time to be paid annually to his guardian.

Jos. A. Wickes.

Frederick & Camp

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Sixth day of June, in the year nineteen hundred and sixty seven, the following Order to File Mortgage For Foreclosure was brought to be recorded, to wit:-

PRESTON P. HECK, ASSIGNEE  
Chestertown, Maryland

VS.

CHESTER RIVER LUMBER, INC.  
Millington, Maryland

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* MARYLAND  
\* IN EQUITY NO. 4879

\*\*\*\*\*

ORDER TO FILE MORTGAGE FOR FORECLOSURE

To - Charles W. Cecil, Clerk:

(1) Please file the mortgage from Chester River Lumber, Inc., to The Millington Bank of Maryland, dated the 6th day of May, 1966, and recorded among the Land Records for Queen Anne's County aforesaid in Liber C. W. C. No. 21, folio 501, etc., and which mortgage has been assigned to Preston P. Heck, Attorney, for the purpose of foreclosure and collection.

(2) Please enter the appearance of Preston P. Heck, Attorney for Plaintiff.

So says,

PRESTON P. HECK  
Preston P. Heck, Assignee

Filed June 26, 1967

Mortgage and Assignment  
Filed June 26, 1967

No55702  
Rel5412 RECEIVED FOR RECORD May 9, 1966

THIS MORTGAGE, Made this 6th day of May, in the year nineteen hundred and sixty-six by and between, CHESTER RIVER LUMBER, INC., a body corporate, Mortgagor of the County of Queen Anne's in the State of Maryland, of the first part, and THE MILLINGTON BANK OF MARYLAND, a body corporate, of Kent County, State of Maryland, Mortgagee, of the second part:

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Eighty-three Thousand Five Hundred (\$83,500.00) Dollars, being money loaned and advanced by said Mortgagee to said Mortgagor, which said principal sum of money together with interest to accrue on unpaid balances thereof at the rate of six (6%) per cent per annum until such principal and interest shall be paid in full, the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagee in monthly instalments of Nine Hundred Twenty-seven and 02/100 (\$927.02) Dollars each, beginning on the 2nd day of January, 1967, and continuing on the 2nd day of each month thereafter until the 2nd day of December, 1976, when the balance of the principal indebtedness then unpaid shall become due and payable; said monthly instalments of Nine Hundred Twenty-seven and 02/100 (\$927.02) Dollars each to be applied first to the payment of interest at the rate of six (6%) per cent per annum aforesaid, and secondary toward the reduction of the principal indebtedness hereby secured; both principal and interest being payable in lawful money of the United States of America. Mortgagors shall have the privilege of prepayment without penalty.

A default in the payment of any installment when due shall cause the whole amount unpaid to become immediately due and payable at the option of the holder.

And Whereas, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in the aforesaid promissory note, or renewals thereof, and all public taxes which may be levied or assessed thereon, and the performance of all the covenants hereinafter mentioned - the execution hereof being a condition precedent to the making of said loan.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor does grant and convey unto said Mortgagee, its successors and assigns, in fee simple, all that tract or part of a tract of parcel of land called or known as "The Barnes Farm" or "The Fordee Farm", situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh 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 a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Scofield, said point being North 41 degrees and 16 minutes East of, and 38.96 feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North 88 degrees and 32 minutes East, 1598.77 feet; thence by the same and being a chord of the curve in said road, North 80 degrees and 40 minutes East, 307.4 feet to a point at the intersection of the centerlines of the said Mary-

land Route No. 313 and the public road leading therefrom to Highman's Mill; thence by and with the centerline of the said Highman's Mill road South 51 degrees and 03 minutes East, 171.38 feet to a point and being the Northwest corner of land of Elmer E. Glanding, said point being North 33 degrees and 11 minutes East of, and 25.67 feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South 33 degrees and 11 minutes West, 3696.65 feet to a point in the high water line of Unicorn Mill Pond, said point being South 33 degrees and eleven minutes West of, and 15.00 feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North 17 degrees and 36 minutes West, 193.09 feet; (2) North 43 degrees and 19 minutes West, 246.36 feet; (3) North 01 degree and 16 minutes East, 96.58 feet; (4) North 15 degrees and 20 minutes West, 183.48 feet; (5) North 85 degrees 05 minutes West, 155.22 feet; (6) North 38 degrees and 10 minutes West, 156.92 feet; (7) North 15 degrees and 39 minutes East, 72.82 feet; (8) North 39 degrees and 26 minutes West, 109.22 feet; (9) North 02 degrees and 35 minutes West, 80.00 feet; (10) North 52 degrees and 01 minutes East, 90.82 feet; (11) North 21 degrees and 06 minutes West, 94.62 feet; (12) North 02 degrees and 09 minutes East, 306.7 feet; (13) North 15 degrees and 46 minutes West, 67.98 feet; (14) North 38 degrees and 23 minutes West, 217.37 feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunto, by deed dated September 6, 1961, recorded in Liber T. S. P.No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Panunto, the following four courses and distances: (1) North 18 degrees and 21 minutes West, 204.44 feet to an iron pipe; (2) North 33 degrees and 58 minutes West, 144.97 feet to an iron pipe; (3) North 22 degrees and 21 minutes West, 126.03 feet to a State of Maryland concrete monument; (4) by and with land of the said State of Maryland and land of Ethel P. Scofield North 41 degrees and 16 minutes East, 1311.24 feet to a point in the centerline of said Maryland Route No. 313, the place of beginning, CONTAINING 107.015 acres, more or less.

BEING all and the same land granted and conveyed unto Chester River Lumber, Inc., by Charles A. Gemberling and Martha B. Gemberling, his wife, by deed dated March 28, 1966, and recorded among the Land Records of Queen Anne's County in Liber C. W. C. No. 20, folio 640.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagee, its successors and assigns, forever.

Provided, that if the said Mortgagor, its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eighty-three Thousand Five Hundred (\$83,500.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on, its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, 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 Articles 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 (\$100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its successors personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself and for its successors 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 Mortgagor for itself and for its successors personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or PRESTON P. HECK, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its successors or assigns, shall possess the aforesaid property, 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 party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the

thereby mortgaged property to the amount of at least its full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of loss by fire or other casualty, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim hereunder.

WITNESS the hand of Roscoe Fulmore, Vice-President of Chester River Lumber, Inc., and the Corporate seal affixed by Irving Goldberg, its Secretary.

ATTEST

CHESTER RIVER LUMBER, INC.

IRVING GOLDBERG  
Irving Goldberg, Secretary

BY: ROSCOE FULMORE V. Pres.  
Roscoe Fulmore, Vice-President

Corporate Seal.

State of Maryland, Kent County, ss:

I HEREBY CERTIFY, that on this 6th day of May 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 County of Kent aforesaid, personally appeared Roscoe Fulmore Vice-President of Chester River Lumber, Inc., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of said corporation. At the same time also appeared James Bernard Merrick, President of The Millington Bank of Maryland and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Notary  
Public  
Seal.

VIRGINIA S. OLIFFE  
Virginia S. Oliffe Notary Public

One-One Hundred Ten Dollar,  
One Fifty Five Dollar; Three-  
Five Dollar Fifty Cent and  
One-Two Dollar Twenty Cent  
Recordation Tax Stamps. En-  
dorsed JTC 5/9/66.

And on the back of the foregoing is the following Assignment, to wit:-

FOR VALUE RECEIVED, and default having occurred, The Millington Bank of Maryland does hereby assign the within and foregoing Mortgage to Preston P. Heck, Attorney, for the purpose of foreclosure and collection.

AS WITNESS the corporate seal of The Millington Bank of Maryland and the signature of Louis H. Hollett, its Vice President, attested by J. Carville Robinson, Cashier, this 26th day of June, 1967.

ATTEST:

THE MILLINGTON BANK OF MARYLAND

J. CARVILLE ROBINSON  
J. Carville Robinson, Cashier

BY: LOUIS H. HOLLETT  
Louis H. Hollett, Vice President

Corporate Seal.

BOND  
Filed June 26, 1967

RECEIVED FOR RECORD June 26, 1967

FIDELITY AND DEPOSIT COMPANY  
Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Preston P. Heck of Chestertown, Kent 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 EIGHTY-FIVE THOUSAND (\$85,000.00) 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 June in the year of our Lord nineteen hundred and sixty-seven.

Whereas, the above bounden Preston P. Heck, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Chester River Lumber Inc. to Millington Bank of Maryland bearing date the 6th day of May, 1966 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 21 Folio 501 and duly assigned to Preston P. Heck 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 Preston P. Heck, assignee as aforesaid do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide

by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Preston P. Heck, 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

PRESTON P. HECK (Seal)  
Assignee of Mortgage

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

\_\_\_\_\_ As to Surety

By: DOROTHY E. CONNOLLY  
Attorney-in-Fact

Corporate Seal.

Security approved and Bond filed June 26, 1967

CHARLES W. CECIL Clerk

Certified copy of Power and attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 206, 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 26th day of June in the year nineteen hundred and sixty-seven.

Circuit Court Seal.

CHARLES W. CECIL  
Clerk

STATEMENT OF MORTGAGE DEBT  
Filed Aug. 17, 1967

PRESTON P. HECK, ASSIGNEE

IN THE CIRCUIT COURT

VS.

FOR QUEEN ANNE'S COUNTY, MARYLAND

CHESTER RIVER LUMBER, INC.

IN EQUITY NO. 4879

\*\*\*\*\*

STATE OF MORTGAGE DEBT

Preston P. Heck, Assignee of Mortgage to The Millington Bank of Maryland, for foreclosure and collection

Principal Mortgage balance - \$81,446.58

Interest from April 2, 1967,  
To August 2, 1967 - 1,628.92

Total - \$83,075.50

THE MILLINGTON BANK OF MARYLAND

BY: JAMES BERNARD MERRICK  
President

Corporate Seal

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of August, 1967, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared James Bernard Merrick, President of The Millington Bank of Maryland, and made oath in due form of law that the foregoing 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.

J. CARVILLE ROBINSON  
J. Carville Robinson NOTARY PUBLIC

My Commission expires:  
7/1/69

Filed Aug. 17, 1967



CERTIFICATE OF PUBLICATION OF ADVERTISEMENT  
OF SALE.  
Filed Oct. 23, 1967

ASSIGNEE'S SALE  
VALUABLE INDUSTRIAL AND  
FARM PROPERTY

Preston P. Heck Attorney

NEAR MILLINGTON, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the Power of Sale contained in a Mortgage from Chester River Lumber, Inc., to The Millington Bank of Maryland, dated the 6th day of May, 1966, and recorded among the Land Records for Queen Anne's County in Liber C.W. C. No. 21, folio 501, etc., and default having occurred in the payment of said Mortgage in accordance with the terms and conditions contained therein, and said Mortgage on June 26, 1967, having been assigned to Preston P. Heck, Attorney, for foreclosure and collection, the undersigned will offer at public sale, to the highest bidder on the premises known as the mill property of Chester River Lumber, Inc., on the south side of Maryland Route No. 313 one-third mile south of Millington in Queen Anne's County, Maryland, on WEDNESDAY, OCTOBER 4, 1967 at 3:00 O'CLOCK P.M. (local time) ALL that tract or part of a tract of parcel of land called or known as "The Barnes Farm" or "The Fordee Farm," situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh 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 a point in the centerline of the aforesaid public road, Maryland, Route No. 313, and in the East line of land of Ethel P. Schofield, said point being North 41 degrees and 16 minutes East of, and 38.96 feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North 88 degrees and 32 minutes East, 1598.77 feet; thence by the same and being a chord of the curve in said road, North 80 degrees and 40 minutes East, 307.4 feet to a point at the intersection of the centerlines of the said Maryland Route No. 313 and the public road leading therefrom to Highman's Mill; thence by and with the centerline of the said Highman's Mill road South 51 degrees and 03 minutes East, 171.38 feet to a point and being the Northwest corner of land of Elmer E. Glanding, said point being North 33 degrees and 11 minutes East of, and 25.67 feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South 33 degrees and 11 minutes West, 3696.65 feet to a point in the high water line of Unicorn Mill Pond, said point being South 33 degrees and eleven minutes West of, and 15.00 feet from a concrete monument; thence running by and with the high water line of said Mill pond the following fourteen courses and distances: (1) North 17 degrees and 36 minutes West, 193.09 feet; (2) North 43 degrees and 19 minutes West, 246.36 feet; (3) North 01 degree and 16 minutes East, 96.58 feet; (4) North 15 degrees and 20 minutes West, 183.48 feet; (5) North 85 degrees 05 minutes West, 155.22 feet; (6) North 38 degrees and 10 minutes West, 156.92 feet; (7) North 15 degrees and 39 minutes East, 72.82 feet; (8) North 39 degrees and 26 minutes West, 109.22 feet; (9) North 02 degrees and 35 minutes West, 80.00 feet; (10) North 52 degrees and 01 minutes East, 90.82 feet; (11) North 21 degrees and 06 minutes West, 94.62 feet; (12) North 02 degrees and 09 minutes East, 306.7 feet; (13) North 15 degrees and 46 minutes West, 67.98 feet; (14) North 38 degrees and 23 minutes West, 217.37 feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunto, by deed dated September 6, 1961, recorded in Liber T.S.P. No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland formerly of James Francis Panunto, the following four courses and distances: (1) North 18 degrees and 21 minutes West, 204.44 feet to an iron pipe; (2) North 33 degrees and 58 minutes West, 144.97 feet to an iron pipe; (3) North 22 degrees and 21 minutes West, 126.03 feet to a State of Maryland concrete monument; (4) by and with land of the said State of Maryland and land of Ethel P. Schofield North 41 degrees and 16 minutes East, 1311.24 feet to a point in the centerline of said Maryland Route No. 313, the place of beginning, CONTAINING 107.015 acres, more or less.

BEING all and the same land granted and conveyed unto Chester River Lumber, Inc., by Charles A. Gemberling and Martha B. Gemberling, his wife, by deed dated March 28, 1966, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 20, folio 640.

IMPROVEMENTS:

This land is improved by pallet lumber mill on 20 acre site and adjoining and surrounding 87 acres on Route 313 1/3 mile South of Millington in Queen Anne's County, State of Maryland, bordering on the Unicorn Mill Pond, zoned for general business and industrial.

PRINCIPAL BUILDING:

Factory building - only one year old, set on concrete foundation, of "storm seal" metal siding and roof with steel truss 80 foot clear spans, contains approximately 18,000 square feet. Electric power-2400 amps, 440 volts, 110 lighting fluorescent, 82 sealed conduits under cement base. Air system and blower system for handling material.

PRESENT USE:

Until now fully equipped for processing pallet lumber.

WATER:

Four inch well 85 feet deep. Copious water supply. Plumbing and sewage facilities.



SEPARATE BUILDING:

Machine shop electrically powered.  
Sheds attached and unattached.  
12' x 12' frame storage house.  
12' x 20' concrete block storage house.  
High mounted 16' x 16' x 32' waste storage bin.  
Frame farm house. 5 bedrooms with all modern improvements.  
Choptank Electric power. Services direct from transformer station.  
Gravel pit on property.

Multi-rose fencing surrounding property. Near lovely residential town of Millington. Less than one mile off Route 301.

TERMS OF SALE:

One-third of purchase money on day of sale to be secured to the satisfaction of the undersigned, and the balance 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 Queen Anne's County, in Equity. Purchaser will pay all costs of transfer including revenue stamps on deed. Taxes will be adjusted as of day of sale.

PRESTON P. HECK, Assignee

AUCTIONEER:  
H. S. RUSSELL, ASSOCIATES

4t-9-28

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md. 20/23/1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEES SALE in the case of CHESTER RIVER LUMBER 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 4 day of OCTOBER 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7 day of SEPT 1967, and the last insertion on the 28 day of SEPT, 1967

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Oct. 23, 1967

REPORT OF SALE  
Filed Oct. 23, 1967

PRESTON P. HECK, ASSIGNEE \* IN THE CIRCUIT COURT  
VS. \* FOR QUEEN ANNE'S COUNTY, MD.  
CHESTER RIVER LUMBER, INC. \* IN EQUITY NO. 4879

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by Preston P. Heck, Assignee, respectfully shows:

That default having occurred in the terms of a mortgage from Chester River Lumber, Inc., to The Millington Bank of Maryland, dated the 6th day of May, 1966, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C. W. C. No. 21, folio 501, etc., and which said mortgage by assignment was assigned on the 26th day of June, 1967, to Preston P. Heck, Attorney, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure, and after advertising the mortgaged premises and real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, aforesaid, once in each of four (4) successive weeks before the 4th day of October, 1967, in accordance with the certificate of publication of the advertisement of sale previously filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the Chester River Lumber, Inc., premises near Millington, Queen Anne's County, Maryland, on Wednesday, October 4, 1967, at 3:00 P. M., D. S. T., and after reading the attached advertisement, and having the auctioneer cry the sale, did offer the property for sale and did sell the same unto Philadelphia National Bank at and for the sum of Fifty-nine Thousand (\$59,000.00) Dollars, said real estate being described as follows:

ALL that tract or part of a tract or parcel of land called or known as "The Barnes Farm" or "The Fordee Farm", situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh 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 a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Scofield, said point

being North 41 degrees and 16 minutes East of, and 38.96 feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North 88 degrees and 32 minutes East, 1598.77 feet; thence by the same and being a chord of the curve in said road, North 80 degrees and 40 minutes East, 307.4 feet to a point at the intersection of the centerline of the said Maryland Route No. 313 and the public road leading therefrom to Highman's Mill; thence by and with the centerline of the said Highman's Mill road South 51 degrees and 03 minutes East, 171.38 feet to a point and being the Northwest corner of land of Elmer E. Glanding, said point being North 33 degrees and 11 minutes East of, and 25.67 feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South 33 degrees and 11 minutes West, 3696.65 feet to a point in the high water line of Unicorn Mill Pond, said point being South 33 degrees and eleven minutes West of, and 15.00 feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North 17 degrees and 36 minutes West, 193.09 feet; (2) North 43 degrees and 19 minutes West, 246.36 feet; (3) North 01 degree and 16 minutes East, 96.58 feet; (4) North 15 degrees and 20 minutes West, 183.48 feet; (5) North 85 degrees 05 minutes West, 155.22 feet; (6) North 38 degrees and 10 minutes West, 156.92 feet; (7) North 15 degrees and 39 minutes East, 72.82 feet; (8) North 39 degrees and 26 minutes West, 109.22 feet; (9) North 02 degrees and 35 minutes West, 80.00 feet; (10) North 52 degrees and 01 minute East, 90.82 feet; (11) North 21 degrees and 06 minutes West, 94.62 feet; (12) North 02 degrees and 09 minutes East, 306.7 feet; (13) North 15 degrees and 46 minutes West, 67.98 feet; (14) North 38 degrees and 23 minutes West, 217.37 feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunto, by deed dated September 6, 1961, and recorded in Liber T. S. P. No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Panunto, the following four courses and distances: (1) North 18 degrees and 21 minutes West, 204.44 feet to an iron pipe; (2) North 33 degrees and 58 minutes West, 144.97 feet to an iron pipe; (3) North 22 degrees and 21 minutes West, 126.03 feet to a State of Maryland concrete monument; (4) by and with land of the said State of Maryland and land of Ethel P. Scofield North 41 degrees and 16 minutes East, 1311.24 feet to a point in the centerline of said Maryland Route No. 313, the place of beginning, CONTAINING 107.015 acres, more or less.

BEING all and the same land granted and conveyed unto Chester River Lumber, Inc., by Charles A. Gemberling and Martha B. Gemberlyng, his wife, by deed dated March 28, 1966, and recorded among the Land Records of Queen Anne's County in C.W.C. No. 20, folio 640.

The purchaser having complied with the terms of sale, as advertised, and it is believed that it will further comply with the other terms of sale, upon ratification of the sale by the Court.

The Report states the amount of sale to be Fifty-nine Thousand (\$59,000.00) Dollars.

Respectfully submitted,

PRESTON P. HECK  
Preston P. Heck, Assignee

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of October, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared PRESTON P. HECK, ASSIGNEE, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale of real estate are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary  
Public  
Seal.

VIRGINIA S. OLIFFE  
Virginia S. Oliffe, Notary Public

My Commission expires:  
July 1, 1969

Filed Oct. 23, 1967

ORDER NISI ON SALE  
Filed Oct. 23, 1967

ORDER NISI ON SALE

PRESTON P. HECK, ASSIGNEE	)	In the Circuit Court
vs.	)	for Queen Anne's County
CHESTER RIVER LUMBER, INC.	)	In Equity
	)	Cause No. 4879

ORDERED, this 23rd day of October, 1967, that the sale of the real property, made and reported in this cause by Preston P. Heck, Assignee, be ratified and confirmed, on or after the 24th 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 three successive weeks before the 17th day of November, 1967.

The report states the amount of sales to be \$59,000.00.

CHARLES W. CECIL Clerk

Filed Oct. 23, 1967

AFFIDAVIT OF PURCHASER  
Filed Nov. 3, 1967

PRESTON P. HECK, ASSIGNEE \* IN THE CIRCUIT COURT  
VS. \* FOR QUEEN ANNE'S COUNTY, MARYLAND  
CHESTER RIVER LUMBER, INC. \* IN EQUITY NO. 4879

\* \* \* \* \*

AFFIDAVIT OF PURCHASER

STATE OF PENNSYLVANIA, PHILADELPHIA COUNTY, to wit:

Edward A. Flood, Jr., Vice President of Philadelphia National Bank, Philadelphia, Pennsylvania, being first duly sworn, on his oath, says:

That Philadelphia National Bank is the purchaser under a public sale conducted on the 4th day of October, 1967, and which said sale has been reported to the Circuit Court for Queen Anne's County, Maryland, in Equity No.4879, and in compliance with Paragraph b3 of Rule BR6, of the Maryland Rules of Procedure, I do certify that:

- (1) Philadelphia National Bank is not acting as Agent for anyone for the purchase of the property.
- (2) There is no one else known to the Bank who is interested as principal in and to the property.
- (3) Philadelphia National Bank has not, directly or indirectly, discouraged anyone from bidding on the said property.

PHILADELPHIA NATIONAL BANK

BY: EDWARD A. FLOOD, Jr.  
Vice President

I HEREBY CERTIFY, that on this 30th day of October, 1967, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward A. Flood, Jr. Vice President of Philadelphia National Bank, and he made oath in due form of law that the above statements are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public  
Seal.

RONALD H. TURNER  
NOTARY PUBLIC  
RONALD H. TURNER  
Notary Public, Philadelphia,  
Philadelphia Co.  
My Commission Expires October 9, 1971

Filed Nov. 3, 1967

CERTIFICATE OF PUBLICATION OF  
ORDER NISI ON SALE  
Filed Nov. 17, 1967

ORDER NISI ON SALE

PRESTON P. HECK, assignee  
vs.  
CHESTER RIVER LUMBER, INC.  
Cause No. 4879

ORDERED, this 23rd day of October, 1967, that the sale of the real property, made and reported in this cause by Preston P. Heck, Assignee, be ratified and confirmed, on or after the 24th 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 three successive weeks before the 17th day of November, 1967.

The report states the amount of sales to be \$59,000.00.

CHARLES W. CECIL, Clerk

Filed Oct. 23, 1967

True Copy  
Test: CHARLES W. CECIL, Clerk

3t-11-9

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., Nov. 17, 1967.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI \$4879 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 17 day of NOV, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26 day of OCT 1967, and the last insertion on the 9 day of NOV, 1967

THE RECORD-OBSERVER CORPORATION  
By DOROTHY MONROE

Filed Nov. 17, 1967

ORDER OF RATIFICATION  
Filed Nov. 24, 1967

PRESTON P. HECK, ASSIGNEE \* IN THE CIRCUIT COURT  
VS. \* FOR QUEEN ANNE'S COUNTY, MD.  
CHESTER RIVER LUMBER, INC. \* IN EQUITY NO. 4879

\*\*\*\*\*

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of November, 1967, that the sale made and reported by Preston P. Heck, Assignee, be and the same is hereby finally ratified and confirmed, no casue to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said Preston P. Heck, Assignee, be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

THOS. J. KEATING, Jr.  
JUDGE

Filed Nov. 24, 1967

REPORT AND ACCOUNT OF AUDITOR  
Filed Dec. 7, 1967

PRESTON P. HECK, ASSIGNEE IN THE CIRCUIT COURT FOR  
VS. QUEEN ANNE'S COUNTY  
CHESTER RIVER LUMBER, INC. IN EQUITY No. 4879

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this Account is stated at the request of Preston P. Heck, Assignee, 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 \$30,187.20.

2. That in the within account Preston P. Heck, Assignee and vendor, is charged with the gross proceeds of the sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of Sale filed in this cause, the 1967-8 State and County taxes, the auctioneer's charges, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK  
Auditor

December 7, 1967

Cause No. 4879

The proceeds of the sale of land reported in this cause, in account with Preston P. Heck, Assignee, of the mortgage foreclosed in these proceed-

ings (and vendor of said land)

Cr.

1967  
Nov. 24 By gross proceeds of the sale of said land, per report of  
said vendor, to wit:-----\$59,000.00

Dr.

To Preston P. Heck, Assignee of mortgage,  
(and vendor), per terms of mortgage,  
to wit:  
1-His commissions for making sale on  
\$59,000.00, per terms of mortgage-----\$3,100.00  
100.00 \$ 3,200.00

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----\$ 16.60  
2-Appearance of Preston P. Heck, Atty. 10.00 26.60

To do., for an amount paid Fidelity & Deposit,  
Co., for the premium on the corporate surety  
bond filed by the vendor in this cause, per  
receipt exhibited, to wit:----- 340.00

To do., for amounts paid Queen Anne's Record-  
Observer, per its receipts exhibited, to wit:  
1-For advertising Notice of Sale-----\$ 200.00  
2-For publishing Order Nisi of Sale--- 14.00 214.00

To do., for an amount paid H. S. Russell,  
Auctioneer, for crying said sale, per receipt  
exhibited, to wit:----- 147.50

To do., for an amount paid William R. Wilson, III,  
Treasurer, for the 1967-8 State and County  
taxes on the real estate sold in this cause,  
per receipt exhibited, to wit:----- 339.66

December 7, 1967

J. THOMAS CLARK  
Auditor

To J. Thomas Clark, Auditor, for stating this  
account and notifying parties, the sum of-----\$200.00

To The Millington Bank of Maryland, Mortgagee,  
as a partial payment on the mortgage indebtedness,  
per statement of principal mortgage indebtedness  
in the sum of \$81,446.58 and interest to include  
60 days after date of sale, or from April 2, 1967,  
to December 2, 1967, in sum of \$3,257.86, as  
provided in Article 66, Section 8, 1957 Annotated  
code of Maryland, or attotal indebtedness of  
\$84,704.44, the balance or the sum of-----\$54,517.24  
\$59,000.00 \$59,000.00

December 7, 1967

J. THOMAS CLARK  
Auditor

Filed Dec. 7, 1967

CERTIFICATE OF NOTICES MAILED  
Filed Dec. 7, 1967

PRESTON P. HECK, ASSIGNEE  
vs.  
CHESTER RIVER LUMBER, INC.  
IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY No. 4879

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 7,  
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:

Preston P. Heck, Assignee  
Chestertown, Maryland

The Millington Bank of Maryland  
Millington, Maryland

Chester River Lumber, Inc.  
Millington, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on December 7, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before December 22, 1967, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 26, 1967.

J. THOMAS CLARK  
Auditor

Filed Dec. 7, 1967

NISIRATIFICATION OF AUDIT  
Filed Dec. 7, 1967

NISI RATIFICATION OF AUDIT

Preston P. Heck, Assignee,	)	In the Circuit Court
vs.	)	for Queen Anne's County
Chester River Lumber Inc.	)	In Equity
	)	Cause No. 4879

ORDERED, this 7th day of December, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th day of Decmeber, 1967, unless cause to the contrary thereof be previously shown;

CHARLES W. CECIL Clerk

Filed Dec. 7, 1967

FINAL RATIFICATION OF AUDIT  
Filed Dec. 29, 1967

PRESTON P. HECK, ASSIGNEE		In the CircuitCourt for
VS.		Queen Anne's County
CHESTER RIVER LUMBER INC.		In Equity
		Cause No. 4879

FINAN RATIFICATION OF AUDIT

ORDERED, this 29th. day of December, 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 Preston P. Heck, Assignee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed Dec. 29, 1967

PETITION FOR DECREE IN PERSONAM  
Filed Jan. 22, 1968

PRESTON P. HECK, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD.
CHESTER RIVER LUMBER, INC	*	IN EQUITY NO. 4879
* * * * *		

PETITION FOR DECREE IN PERSONAM AGAINST

MORTGAGOR FOR DEFICIENCY SHOWN IN AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Petition of The Millington Bank of Maryland, a body corporate, by Preston P. Heck, its Solicitor, respectfully represents unto your Honors:

- (1) That the Mortgage filed in this case from Chester River Lum-



ber, Inc., to your Petitioner dated the 6th day of May, 1966, and recorded among the Land Records for Queen Anne's County in Liber C. W. C. No. 21, folio 501, etc., being in default was duly foreclosed by Preston P. Heck the attorney named in the Mortgage and Assignee thereof to sell the said property in case of default by a sale of said property on Wednesday, October 4, 1967, and the sale of said property was duly reported to and finally ratified by this Honorable Court on the 24th day of November, 1967, and an Auditor's Account was thereupon stated by the Order of this Court on the 7th day of December, 1967, and finally ratified on the 29th day of December, 1967, from which it appears that there is still due to your Petitioner, on account of said Mortgage debt, the sum of Thirty Thousand One Hundred Eighty-Seven and 20/100 (\$30,187.20) Dollars and your Petitioner shows that it is entitled to maintain an action at law upon the covenants contained in the said Mortgage for said residue of said Mortgage debt so remaining unpaid and unsatisfied by the proceeds of said sale and your Petitioner accordingly prays the Court to pass an Order requiring notice of summons, or otherwise, to be given to the Mortgagor of said deficiency of proceeds of sale of said mortgage property, and in default of the payment of the balance due your Petitioner, as shown by the Auditor's Account in this case, to enter Decree in Personam against the said Mortgagor for said balance due as provided by Section b of Rule W75 of the Maryland Rules of Procedure.

(2) That the Resident Agent of Chester River Lumber, Inc., Mortgagor, is Corporation Trust, Inc., First National Bank Building, Light and Redwood Streets, Baltimore 2, Maryland.

AND, AS IN DUTY BOUND, ETC.

THE MILLINGTON BANK OF MARYLAND

BY: JAMES BERNARD MERRICK  
James Bernard Merrick, President

PRESTON P. HECK  
Preston P. Heck, Solicitor for  
Petitioner

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of January, 1968, before me, a Notary Public of the State and County aforesaid, personally appeared JAMES BERNARD MERRICK, President of The Millington Bank of Maryland, Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated and there is due and remaining unpaid to The Millington Bank of Maryland the sum of Thirty Thousand One Hundred Eighty-Seven and 20/100 (\$30,187.20) Dollars, as shown on the Auditor's Account filed in the above entitled case.

Notary Public Seal. AS WITNESS my hand and Notarial Seal.

PATSY G. TAYLOR  
Notary Public

Filed Jan. 22, 1968

ORDER OF COURT  
Filed Jan. 22, 1968

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of January, 1968, upon the foregoing Petition and Affidavit that notice be given to Chester River Lumber, Inc., Mortgagor, of the deficiency of the proceeds of sale of the property sold under the Mortgage in this case to pay the Mortgage debt and accrued interest due to The Millington Bank of Maryland, Mortgagee, after the payment of costs and expenses of said sale of the property as allowed by this Court, by service on and leaving with Corporation Trust, Inc., First National Bank Building, Light and Redwood Streets, Baltimore 2, Maryland, Resident Agent of Chester River Lumber, Inc., a body corporate, a copy of the foregoing Petition and of this Order. And a Decree in Personam will be entered by this Court for said deficiency unless the said Chester River Lumber, Inc., pay and satisfy the said deficiency, or show cause to the contrary why it should not be paid, on or before the expiration of thirty (30) days from the service of a copy of the foregoing Petition and of this Order upon the said Corporation Trust, Inc., Resident Agent of said Chester River Lumber, Inc., at First National Bank Building, Light and Redwood Streets, Baltimore 2, Maryland, on or before the 12th day of February, 1968.

THOS. J. KEATING, Jr.  
JUDGE

Filed Jan. 22, 1968

Copy of Summons  
Filed Feb. 6, 1968

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

Feb. Return Day  
Filed No. 4879  
Docket C.W.C.No. 1, folio. 271

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

TO: Chester River Lumber, Inc.

To be served on Corporation Trust, Inc., Resident Agent  
First National Bank Building  
Light and Redwood Streets, Baltimore 2, Md.

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday  
of February, next, to answer petition at the suit of

The Millington Bank of Maryland  
Millington, Maryland

Issued the 22nd. day of January 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Preston P. Heck

CHARLES W. CECIL  
Clerk

ADDRESS: Chestertown, Maryland  
778-0950

(Seal Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE thirty days from ser-  
vice, THE PLAINTIFF MAY OBTAIN A DECREE in Personam AGAINST YOU.

Filed Feb. 6, 1968

And on the back of the foregoing is the following return, to wit:

Summoned Chester River Lumber, Incorporated, a corporation, by service on The Corpora-  
tion Trust, Incorporated, a corporation, Resident Agent, by service on Eleanor R. Wal-  
ker, Assistant Secretary, and a copy of the Process with a copy of the Petition and  
Order of Court left with said Assistant Secretary on the 25th day of January 1968 in  
the presence of Albert F. Kerns; also notice of said summons left at the principal of-  
fice of said corporation.

FRANK J. PELZ  
Sheriff

Fee \$6.00

A copy of the Petition and Order were attached to the summons that was returned.

DECREE IN PERSONAM  
Filed March 14, 1968

PRESTON P. HECK, ASSIGNEE

\*

IN THE CIRCUIT COURT

VS.

\*

FOR QUEEN ANNE'S COUNTY, MD.

CHESTER RIVER LUMBER, INC.

\*

IN EQUITY NO. 4879

\*\*\*\*\*

DECREE IN PERSONAM

The Petition for Decree in Personam having come on for hearing,  
it appearing that the Defendant by Show Cause Order thereon having been warned to ap-  
pear and answer same and not having appeared although due notice given as shown by Sher-  
iff's return of service filed among the proceedings

IT IS THEREUPON this 14th day of March, 1968, by the Circuit Court  
for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Decree of this  
Court be, and is hereby, entered in favor of The Millington Bank of Maryland, the Peti-  
tioner herein, for the sum of \$30,187.20 with interest from date and costs of suit a-  
gainst Chester River Lumber, Inc.

THOS. J. KEATING, Jr.  
JUDGE

Filed March 14, 1968

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

Morton J. Owrutsky and : No. 4910 Chancery  
Lloyd O. Whitehead : In the Circuit Court  
Substitute Trustees :  
-vs- : For Queen Anne County  
Wesley Lewis and : State of Maryland  
Susie Lewis, his wife, :

\*\*\*\*\*

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST

Mr. Charles W. Cecil, Esquire, Clerk of said Court:

Mr. Clerk:

Please docket the above entitled case and file herewith the Affidavit of Indebtedness, and Deed of Trust, said Deed of Trust being dated January 2, 1965 from Wesley Lewis and Susie Lewis, his wife, and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber C. W.C. No. 12, Folio 403, Morton J. Owrutsky and Lloyd O. Whitehead having been appointed Substitute Trustees in accordance with the provision of said Deed of Trust.

LLOYD O. WHITEHEAD & MORTON J. OWRUTSKY.

LLOYD O. WHITEHEAD

MORTON J. OWRUTSKY  
Substitute Trustees  
132 East Main Street  
Salisbury, Maryland  
Telephone: 742-6141

Filed Oct. 25, 1967

Deed of Trust  
Filed Oct. 25, 1967

No53104 Re9456 Received For Record Jan. 11, 1965

Jim Walter Corporation - Deed of Trust - Maryland

THIS DEED made this 2nd day of January, 1965 by and between Wesley Lewis and Susie Lewis his wife, parties of the first part and J. H. Kelly and J. L. Moore, Trustees, parties of the second part:

WHEREAS, the parties of the first part are justly indebted unto Jim Walter Corporation in the full and just sum of Six thousand three hundred ninety-three and 60/100 for which said sum the said parties of the first part have made, executed and delivered their promissory note of even date herewith payable to the order of Jim Walter Corporation, Tampa, Florida, on or before 2/5/77 (12) years after date in equal monthly instalments of Forty-four and 40/100 each, beginning on March 5, 1965, with interest from maturity at the rate of Six Percent (6%) per annum. Said note is payable at P. O. Box No. 9128, Tampa, Florida, or at such other place as the said Jim Walter Corporation, its successors or assigns, may designate in writing from time to time. Said note provides that in the event of the default in payment of any instalment for a period of Thirty (30) days or in the event of breach of any covenant in this Deed of Trust the holder of the note may at its option declare all the remainder of said debt due and collectible.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or any trustee or trustees substituted as hereinafter provided, 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 all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of One Dollar (\$1.00), 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, have granted and conveyed, and do hereby grant and convey unto the parties of the second part in fee simple, the following described land and premises, situate in the County of Queen Annes, State of Maryland, more particularly described as follows: BEGINNING for the same at a point marked by a stake at the South west corner of the Thelma Scott Booth lands, and at the intersections of said lands with the lands of Loman Fisher and the lands of Clifford Thomas, which said point of beginning bears South 04 deg. 29 ft. West, 304.05 feet from a gum tree making the northwest corner of the Thelma Scott Booth tract, and running thence from said point of beginning along the line of the Loman Fisher Lands, North 04 deg. 29' East 98.30 feet to a point marked by a stake; thence turning and running by and with the Southerly side of a 20 foot wide right of way as set forth on said plat, South 87 deg 45' East, 327.36 feet to a point in the middle of a 20 foot wide right of way as shown on said plat running in a Northerly and Southerly direction across the said Thelma Scott Booth lands, and running thence from said point, South 02 deg 14' 20" West, 112.94 feet to a point on the Southern most line of the lands of Thelma Scott Booth and running thence by and with the said Southern most line of the Booth lands and the lands of Clifford Thomas, North 85

83

deg 12' 20" West, 331.54 feet to the place of beginning and containing 0.798 Acre of land, more or less, BEING All that lot piece or parcel of land conveyed to Susie Lewis, married, by Charles Dorsey Wilson by deed dated this 7th day of October, 1964, and now recorded among the Land Records for Queen Anne's County in Book 11, page 40.

The parties hereto agree that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed, together with all rentals, income, issues, and profits that may accrue from said premises or any part thereof, part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

TO HAVE AND TO HOLD the above described property to the said Trustees, and their successors in trust forever, together with all the appurtenances, hereditaments, improvements, fixtures, rights, privileges, and easements thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of parties of first part, of, in, to or out of the same.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, their heirs and assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter unto the said parties of the first part, their heirs and assigns provided for to release and reconvey the said described premises at their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, 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 survivor of any trustee or trustees substituted as hereinafter provided, acting in the execution of this trust shall have the power and it shall be their 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 trustee or trustees substituted as hereinafter provided 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 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 on the amount of said sale or sales 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 pay whatever may then remain unpaid, of sale note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity 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, their heirs and 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.

The parties of the first part hereby covenant and agree as follows:

1. That they will, during the continuance of this trust, keep the buildings now upon the said property herein conveyed, or that may hereafter be erected thereupon during the continuance of this trust, incessantly insured for their full insurable value against loss or damage from fire and tornado and such other risks as may be specified by the said Jim Walter Corporation, its successors or assigns, in companies acceptable to the said Jim Walter Corporation, its successors or assigns, and will deliver each such policy, with satisfactory mortgage clause attached, to the said Jim Walter Corporation, its successors or assigns, promptly, and that the said parties of the first part, will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case they should fail to furnish such insurance or to pay such premiums thereon, then the said Jim Walter Corporation, its successors or assigns, shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from the parties of the first part, with interest at six percent (6%) per annum from the time or times of payment until so collected, and this deed of trust shall be and remain security for the payment of same. If the premises covered hereby or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the said Jim Walter Corporation, its successors or assigns, and at the option of said Jim Walter Corporation, its successors or assigns, may be applied to the sum secured hereby or released for the repairing or rebuilding of the premises.

2. That they, the said parties of the first part, will, during



the continuance of this trust, keep the buildings, improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be erected, placed or attached thereupon during the continuance of this trust, in a state of good order and repair and fully protected from the elements to the satisfaction of the said Jim Walter Corporation, its successors or assigns, and will not commit or permit any waste thereof; and should parties of the first part fail to conform to any or all of the above stipulations the said Jim Walter Corporation, its successors or assigns, shall then have the right to make such repairs as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six percent (6%) per annum from the time of such payment, and this deed of trust shall be and remain security for the payment of same.

3. That they, the said parties of the first part, will pay all taxes, charges and assessments which may be levied or assessed against the property hereby conveyed; and further covenant and agree not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to said Jim Walter Corporation, its successors or assigns, all tax and assessment receipts showing full payment of said taxes, charges or assessments; that should parties of the first part fail to pay all or any part of said taxes, charges or assessments which shall be levied or assessed against any of said property, then the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the parties of the first part hereby agree to repay to said Jim Walter Corporation, its successors or assigns, any and all sums which may have been paid or for which said Jim Walter Corporation, its successors or assigns, may have become obligated in paying said taxes, charges, or assessments, or in redeeming said property from any tax sale, together with interest at six percent (6%) per annum from the date the same shall have been paid, and this deed of trust shall cover the same and stand as security thereof.

4. That they the said parties of the first part, will pay all sums, including costs, expenses and reasonable attorneys' fees, which said Jim Walter Corporation, its successors or assigns, may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this deed of trust, together with interest on any such sums at the rate of six percent (6%) per annum until paid, and this trust shall stand as security therefor.

5. That should they, the said parties of the first part, suffer or permit a delinquency to occur in an instalment or other payment for taxes, charges, assessments and insurance, the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, engage legal counsel to collect the said delinquent instalment, taxes, charges, assessments and insurance, and parties of the first part will reimburse said Jim Walter Corporation, its successors or assigns, for all such reasonable attorneys' fees and the failure of parties of the first part promptly to make such reimbursement shall, at the option of the said Jim Walter Corporation, its successors or assigns, constitute a default in the terms of this deed of trust.

6. That they, the said parties of the first part, will, upon demand of said Jim Walter Corporation, its successors or assigns, deposit monthly sums sufficient to cover the pro rata charges necessary to pay all taxes, assessments and hazards insurance, such sums to be estimated by said Jim Walter Corporation, its successors or assigns, and held to be used only for the payment of the above charges.

7. That they, the said parties of the first part will warrant generally the land and premises hereby conveyed, and will execute such further assurance of said land as may be requisite or necessary.

THE COVENANTS herein contained shall bind, and the benefits and advantages thereof 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.

If default be made in the payment of all or any part of the sums hereby secured, at the time and place provided in the note, hereinbefore referred to, or in this deed of trust, or if the said parties of the first part shall suffer or permit waste on the premises herein granted and conveyed, or permit any mechanics' or other liens arising either by contract or law which might be prior in lien to this deed of trust to be created or rest upon all or any part of said premises hereby granted and conveyed without paying the same or procuring the release and discharge of said premises from said lien or liens within thirty (30) days, or instituting legal procedure, approved by said Jim Walter Corporation, its successors or assigns, for the removal of said lien or liens, and to prosecute the same to its normal conclusion within a reasonable time, or shall make default in the full performance of each, any or all of the stipulations, covenants and agreements of this deed of trust, then and in each and every such case the entire principal sum secured by this deed of trust with all interest accrued thereon and all amounts secured hereby shall, at the option of said Jim Walter Corporation, its successors or assigns, be and become at once due and payable without notice or demand and may at any time thereafter be collected by any legal or equitable proceedings.

If the said property shall be advertised for sale, as herein provided, and not sold, the Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the unpaid balance of the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

The holder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, and said trustee or trustees so substituted shall have all powers, rights

and duties as trustees so superseded, and the parties hereto, for themselves, their heirs or assigns do hereby consent to such removal, substitution or addition either by the instrument described herein or by any decree or order of any court having jurisdiction.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

WITNESS:

JERRY HOLT  
Jerry Holt

His  
WESLEY (X) LEWIS (SEAL)  
Wesley Mark Lewis

THOMAS E. PRITCHETT, Jr.  
Thomas E. Pritchett, Jr.

SUSIE LEWIS (SEAL)  
Susie Lewis

STATE OF MARYLAND

COUNTY OF Wicomico

I HEREBY CERTIFY, that on this 2d day of Jan., 1965, before me, a Notary Public of the State of Maryland the undersigned officer, personally appeared Wesley Lewis and Susie Lewis his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

WALTER L. MILLER  
NOTARY PUBLIC

My Commission Expires May 3, 1965

Notary  
Public  
Seal.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this 6th day of January, 1965 before me, a Notary public of the State of Florida, at Large, the under signed officer, personally appeared T. L. Hires, Vice President of Jim Walter Corporation, the within named holder of the Deed of Trust, and made oath in due form of law, that the consideration in said Deed of Trust is true and bona fide as therein set forth, and that he is the duly authorized agent for the holder of said deed of Trust to make this Affidavit.

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

DAISY B. COLLINS  
Notary Public State of Florida At  
Large

Notary  
Public  
Seal

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 2, 1965  
Bonded by American Surety Co. of N.Y.

Substitution of Trustees was filed in this office on  
10/25/67 & recorded in C.W.C. No. 31, folio 171, a Land  
Record for Queen Anne's County.

CHARLES W. CECIL Clerk

Cent  
Two-Five Dollar Fifty, One Two Dollar  
Twenty Cent and One-One Dollar Ten Cent  
Recordation Tax Stamps. Endorsed Queen  
Anne's.

BOND (Certified Copy)  
Filed Oct. 25, 1967

RECEIVED FOR RECORD Oct. 25, 1967 LIBER 1 PAGE 218

THE TRAVELERS INDEMNITY COMPANY  
HARTFORD, CONNECTICUT  
(A STOCK COMPANY)

MORTGAGEE'S OR ATTORNEY'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we Morton J. Owrutksy and Lloyd O. Whitehead, Substitute Trustees as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND 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 24th day of October in the year of our Lord nineteen hundred and sixty-seven.



WHEREAS, the above bounden Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, by virtue of the power contained in a Deed of Trust from Wesley Lewis and Susie Lewis, his wife, to J. H. Kelly and J. L. Moore, Trustees for Jim Walter Corporation bearing date the 2nd day of January, 1965 and recorded among the mortgage records of Queen Anne County, State of Maryland in Liber C.W.C. No. 12 Folio 403 and said Substitute Trustees are 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 Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of  
P T. TRUITT

LLOYD O. WHITEHEAD (Seal)  
Lloyd O. Whitehead

MORTON J. OWRUTSKY (SEAL)  
Morton J. Owrutsky

THE TRAVELERS INDEMNITY COMPANY

By ELMA F. RUARK  
Attorney-in-Fact.

Seal's Place

Security approved and Bond  
filed Oct. 25, 1967

Certified copy of  
power of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 218, 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 25th day of October in the year nineteen hundred and sixty-seven.

Seal's Place

CHARLES W. CECIL  
Clerk

AFFIDAVIT OF INDEBTEDNESS  
Filed Oct. 25, 1967

Morton J. Owrutsky and  
Lloyd O. Whitehead,  
Substitute Trustees

-vs-

Wesley Lewis and  
Susie Lewis, his wife,

No. 4910 Chancery  
In the Circuit Court  
For Queen Anne County  
State of Maryland

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AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of October, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees, who made oath in due form of law that they have been appointed Substitute Trustees for Jim Walter Corporation, in accordance with the provisions of a Deed of Trust from Wesley Lewis and Susie Lewis, his wife, dated January 2, 1965 and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber C.W. C. No. 12, Folio 403; and on behalf of said Mortgagee, being authorized so to do, made oath in due form of law that the sum of \$5,421.90 together with interest from September 26, 1967, is now due and owing; and further made oath that said Defendants are not members of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and have not been discharged therefrom within an period of thirty (30) days.

AS WITNESS my hand and Notarial Seal.

PATRICIA T. TRUITT  
NOTARY PUBLIC

My Commission Expires: July 1, 1969

Notary  
Public  
Seal.

Filed Oct. 25, 1967

REPORT OF SALE  
Filed Nov. 29, 1967

Morton J. Owrutsky and	:	No. <u>4910</u> Chancery
Lloyd O. Whitehead,	:	In the Circuit Court
Substitute Trustees	:	For Queen Anne County
-vs.-	:	State of Maryland
Wesley Lewis and	:	
Susie Lewis, his wife,	:	

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REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees, pursuant to the power of sale contained in the Deed of Trust dated January 2, 1965 and recorded among the Land Records of Queen Anne County, State of Maryland, in Liber C.W. C. No. 12, Folio 403; respectfully shows:

That after default had been made in the terms, covenants, and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by advertisement published once a week in each of four (4) successive weeks in the Queen Anne Record Observer, a newspaper published in Queen Anne County, Maryland, prior to Friday, November 17, 1967, and after giving bond with securities approved by the Clerk of this Court, said Trustees did, on Friday, November 17, 1967, at 10:00 o'clock A.M., attend at the front door of the Courthouse at Centreville, Maryland, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attached copy thereof with certificate of its publication, and said Trustees did then and there offer for sale at public auction, subject to all prior liens and encumbrances, all the right, title, and interest of the said Wesley Lewis and Susie Lewis, his wife, said property being more particularly described as follows:

ALL that lot or parcel of land lying and being situate in Queen Anne's County, State of Maryland, and more particularly described as follows: BEGINNING for the same at a point marked by a stake at the Southwest corner of the Thelma Scott Booth lands, and at the intersections of said lands with the lands of Loman Fisher and the lands of Clifford Thomas, which said point of beginning bears South 04 deg. 29 ft. West, 304.05 feet from a gum tree making the Northwest corner of the Thelma Scott Booth tract, and running thence from said point of beginning along the line of the Loman Fisher lands, North 04 deg. 29' East 98.30 feet to a point marked by a stake; thence turning and running by and with the Southerly side of a 20 foot wide right-of-way as set forth on said plat South 87 deg. 45' East, 327.36 feet to a point in the middle of a 20 foot wide right-of-way as shown on said plat running in a Northerly and Southerly direction across the said Thelma Scott Booth lands, and running thence from said point, South 02 deg. 14' 20" West, 112.94 feet to a point on the Southern-most line of the lands of Thelma Scott Booth and running thence by and with the said Southernmost line of the Booth lands and the lands of Clifford Thomas, North 85 deg. 12' 20" West, 331.54 feet to the place of beginning and containing 0.798 acres of land, more or less, BEING all that lot, piece, or parcel of land conveyed to Susie Lewis, married, by Charles Dorsey Wilson by deed dated October 7, 1964 and recorded among the aforesaid Land Records in Book 11, Folio 40.

AND your Trustees sold the aforescribed property to Mid-State Homes, Inc., a body corporate of the State of Florida, at and for the sum of \$5,750.00, it, at that sum, being the highest bidder therefor, and the said purchaser has complied with the terms of sale.

RESPECTFULLY SUBMITTED,

MORTON J. OWRUTSKY  
Morton J. Owrutsky, Substitute Trustee

LLOYD O. WHITEHEAD  
Lloyd O. Whitehead, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of November, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees, named in the foregoing Report of Sale, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true and correct to the best of their knowledge, information, and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public Seal. PATRICIA T. TRUITT  
Notary Public

Filed Nov. 29, 1967

ORDER NISI ON SALE  
Filed December 11, 1967

ORDER NISI ON SALE

Morton J. Owrutsky and	)	In the Circuit Court
Lloyd O. Whitehead,	)	for Queen Anne's County
Substitute Trustees	)	In Equity
vs.	)	Cause No. <u>4910</u>

Wesley Lewis and  
Susie Lewis, his wife

)

ORDERED, this 11th. day of December, 1967, that the sale of the real property, made and reported in this cause by Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees, be ratified and confirmed, on or after the 5th. 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 29th. day of December, 1967.

The report states the amount of sales to be \$5,750.00.

CHARLES W. CECIL Clerk

Filed December 11, 1967

CERTIFICATE OF PUBLICATION OF TRUSTEES' SALE  
Filed Dec. 15, 1967

PERDUE & OWRUTSKY  
ATTORNEYS AT LAW  
TRUSTEES' SALE  
OF VALUABLE  
HOME AND LOT  
AT GRASONVILLE, MARYLAND

KNOWN AS THE WESLEY LEWIS AND SUSIE LEWIS PROPERTY

By Virute of the power of sale and authority contained in a Deed of Trust executed by Wesley Lewis and Susie Lewis, his wife, dated January 2, 1965 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C., No. 12, Folio 403, default having occurred thereunder, the undersigned Substitute Trustees will sell at public auction

AT THE FRONT DOOR OF THE COURT HOUSE AT CENTREVILLE, MARYLAND ON  
FRIDAY, NOVEMBER 17, 1967

At 10:00 o'clock a.m., the following land:

ALL that lot or parcel of land lying and being situate in Queen Anne's County, State of Maryland, and more particularly described as follows: BEGINNING for the same at a point marked by a stake at the Southwest corner of the Thelma Scott Booth lands, and at the intersections of said lands with the lands of Loman Fisher and the lands of Clifford Thomas, which said point of beginning bears South 04 deg. 29 ft. West, 304.05 feet from a gum tree making the Northwest corner of the Thelma Scott Booth tract, and running thence from said point of beginning along the line of the Loman Fisher lands, North 04 deg. 29' East 98.30 feet to a point marked by a stake; thence turning and running by and with the Southerly side of a 20 foot wide right of way as set forth on said plat, South 87 deg. 45' East, 327.36 feet to a point in the middle of a 20 foot wide right of way as shown on said plat running in a Northerly and Southerly direction across the said Thelma Scott Booth lands, and running thence from said point, South 02 deg. 14' 20" West, 112.94 feet to a point on the Southern-most line of the lands of Thelma Scott Booth and running thence by and with the said Southern-most line of the Booth lands and the lands of Clifford Thomas, North 85 deg. 12' 20" West, 331.54 feet to the place of beginning and containing 0.798 acres of land, more or less, BEING all that lot, piece, or parcel of land conveyed to Susie Lewis, married, by Charles Dorsey Wilson by deed dated October 7, 1964 and recorded among the aforesaid Land Records in Book 11, Folio 40.

POSSESSION of said property will be given upon ratification of sale.

TERMS OF SALE: \$1,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 6% per annum and to be secured to the satisfaction of said Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, revenue stamps, and costs of recording at the expense of the purchaser or purchasers.

LLOYD O. WHITEHEAD & MORTIN J. OWRUTSKY  
Substitute Trustees  
132 East Main Street  
Salisbury, Maryland  
Telephone: 742-6141 4t-11-16

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., 12/15/67

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEES' SALE in the case of WESLEY LEWIS AND SUSIE LEWIS PROPERTY 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 17 day of NOV, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26 day of OCT 1967, and the last insertion on the 16 day of NOV, 1967

THE RECORD-OBSERVER CORPORATION

By MARY LEE WALTERS

Filed Dec. 15, 1967

CERTIFICATE OF PUBLICATION OF ORDER NISI

ORDER NISI ON SALE

Morton J. Owrutsky and  
Lloyd O. Whitehead,  
Substitute Trustees

vs.

Wesley Lewis and  
Susie Lewis, his wife.

In the Circuit Court for Queen  
Anne's County in Equity  
Cause No. 4910

ORDERED, this 11th day of December, 1967, that the sale of the real property, made and reported in this cause by Morton J. Owrutsky and Lloyd O. Whitehead, Substitute, Trustees, be ratified and confirmed, on or after the 5th 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 29th day of December, 1967.

The report states the amount of sales to be \$5,750.00.

Charles W. Cecil, Clerk.

Filed December 11, 1967.

True Copy

Test: Charles W. Cecil, Clerk

3t-12-28

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., 1/9/68

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI #4910 in the case/estate of a true copy of which is annexed hereto, was published in the WUEEN 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 DEC, 1967, 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 28 day of DEC, 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Jan. 9, 1968

FINAL ORDER OF RATIFICATION  
Filed Feb. 1, 1968

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne County, State of Maryland, this 1st day of February, 1968, that the sale made and reported by the Substitute Trustees, 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 this cause; that said Substitute Trustees are allowed a fee of \$200.00 in lieu of commission, as they apparently only request allowance of said sum.

THOS. J. KEATING, Jr.  
JUDGE

Filed Feb. 1, 1968

AUDITORS REPORT  
Filed Mar. 4, 1968

Morton J. Owrutsky and  
Lloyd O. Whitehead,  
Substitute Trustees

vs

Wesley Lewis and  
Susie Lewis, his wife

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\*  
\*  
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No. 4910 Chancery  
In the Circuit Court  
For Queen Anne County  
State of Maryland

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## AUDITOR'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor, to whom the proceedings were referred in the above entitled cause to state an account submits the following Auditor's Report and hereby certifies that notices required by Rule 595(g) of the Maryland Rules of Procedure have been mailed.

J. THOMAS CLARK  
AUDITOR

Filed Mar. 4, 1968

MORTON J. OWRUTSKY and LLOYD O. WHITEHEAD, Substitute Trustees, for the sale and distribution of the moneys arising therefrom, report the following collections and disbursements.

## RECEIPTS

Amount of sale as per report	<u>\$5,750.00</u>
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## DISBURSEMENTS

Charles W. Cecil, Clerk Court costs	38.00	
Elmer F. Ruark Agency Bond premium	24.00	
Queen Anne Record-Observer Advertising	100.00	
Order Nisi	<u>14.00</u>	114.00
William R. Wilson, III Treasurer State and County taxes	41.85	
Patricia T. Truitt, Notary Public fees	1.50	
Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees		
Reimbursement for photocopies	1.50	
Telephone toll charges	4.54	
Mileage	13.20	
Fee in lieu of commissions	<u>200.00</u>	219.24
J. Thomas Clark Auditor's fee		27.00
Jim Walter Corporation Amount of debt - \$5,421.90 Interest from 9/26/67 to 2/26/68	<u>135.55</u>	
Total	<u>\$5,557.45</u>	
	DIVIDEND	
	<u>5,284.41</u>	<u>\$5,750.00</u>

Filed Mar. 4, 1969

CERTIFICATE OF NOTICES MAILED  
Filed Mar. 4, 1968

MORTON J. OWRUTSKY, et al.,

vs.

WESLEY LEWIS, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4910

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:

Morton J. Owrutsky and  
Lloyd O. Whitehead,  
Substitute Trustees  
132 East Main Street  
Salisbury, Maryland

Jim Walter Corporation  
Salisbury, Maryland

Wesley Lewis and  
Susie Lewis, his wife  
Pondtown, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that

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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

Filed Mar. 4, 1968

NISI RATIFICATION OF AUDIT  
Filed March 4, 1968

NISI RATIFICATION OF AUDIT

Morton J. Owrutsky and  
Lloyd O. Whitehead  
Substitute Trustees

vs.

Wesley Lewis and  
Susie Lewis, his wife

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In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4910

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 Mar. 20, 1968

Morton J. Owrutsky and  
Lloyd O. Whitehead  
Substitute Trustees

vs.

Wesley Lewis and  
Susie Lewis, his wife

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In The Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4910

FINAL RATIFICATION OF AUDIT

ORDERED, this 20th day of March, 1968, that the report and Ac-  
count filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and con-  
firmed, 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 Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trus-  
tees are hereby directed to apply the proceeds of sale accordingly with a due propor-  
tion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of Circuit Court for  
Queen Anne's County.

Filed Mar. 20, 1968



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

CLAYTON C. CARTER,	:	IN THE CIRCUIT COURT
Assignee	:	
204 N. Commerce Street	:	FOR
Centreville, Maryland 21617	:	
	:	QUEEN ANNE'S COUNTY
vs.	:	
	:	IN EQUITY
ENOCH A. SMITH and	:	
LORRAINE SMITH, his wife	:	NO. <u>4878</u>
Grasonville, Maryland	:	

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ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

You will please docket suit as per above titling for foreclosure of the mortgage from Enoch A. Smith and Lorraine Smith, his wife, to Queenstown Bank of Maryland, dated August 3, 1963, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 2 folio 276, default having occurred in the terms thereof by reason of the nonpayment of the principal and interest payable under the terms of the mortgage note when due and non-payment of the 1966-67 fiscal year real property taxes; the said mortgage and note having been duly assigned unto Clayton C. Carter, his personal representatives and assigns, for the purpose of collection by foreclosure or otherwise, as will more fully appear by assignment at the foot of said mortgage, and you will file the original mortgage and assignment and a Statement of Mortgage Debt attached hereto.

CLAYTON C. CARTER  
Clayton C. Carter, Assignee  
204 N. Commerce Street  
Centreville, Maryland 21617  
Telephone: 758-1680

Filed June 23, 1967

MILITARY AFFIDAVIT  
Filed June 23, 1967

MILITARY AFFIDAVIT

I HEREBY CERTIFY, that on this 23rd day of June, 1967, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and made oath in due form of law that Enoch A. Smith resides near Grasonville, Maryland, and Lorraine Smith, his wife, resides at Grasonville, Maryland, and both are over age for military service and are not now in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto.

CHARLES W. CECIL  
Clerk of the Circuit Court

Filed June 23, 1967

ORIGINAL MORTGAGE AND ASSIGNMENT  
Filed June 23, 1967

No 50121  
Re 2881 RECEIVED FOR RECORD Aug. 7, 1963

THIS MORTGAGE, made this 3rd. day of Aug., 1963, by and between Enoch A. Smith and Lorraine Smith, his wife, Grasonville, Maryland, of the first part, hereinafter referred to as MORTGAGOR, and Queenstown Bank of Maryland of the second part, hereafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidence by a promissory note of even date herewith in the principal sum of Three Thousand Seven Hundred Dollars (\$3,700.00) payable, with interest thereon from the date hereof at the rate of six (6%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Payable on Demand after date, with privilege of paying \$54.06 each and every consecutive month until loan is called.

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot and parcel of land situate in the Fifth Election District of Queen Anne's County, Maryland, improved by a 1½ story frame dwelling house and known as "THE ENOCH A. AND LORRAINE SMITH RESIDENTIAL PROPERTY", lying on the east side of Melvin's Lane (but no adjacent thereto) which leads southerly from the State

Road from Queenstown through Grasonville to Kent Island Narrows, bounded on the north by the land of Addison Mason and Joseph Beecher, on the east by land of Luther Jewell, on the south by lands of heirs of Clenas Butler and on the west by lands of James Warren Butler, and BEGINNING for same at a point on the southeast corner of this lot where it corners with Luther Jewell and the Blenas Butler land, thence northerly with Jewell land 150 feet to Mason land; thence with same & Joseph Beecher land 332 feet; thence southerly 150 feet to lands of Clenas Butler heirs; and thence easterly with same 332 feet to beginning-SAVE AND EXCEPT LOT OF LAND CONVEYED TO LESTER AND CARRIE BURKE - T.S.P. #25, folio 146. Together with a 16 foot wide right of way to Melvin's Lane.

Being same property conveyed unto mortgagors by James Warren Butler by deed dated April 26, 1949, recorded in Land Liber N.B.W. #2, folio 180; SAVING AND EXCEPTING lot of land conveyed to one Burke 120 feet x 150 feet and recorded in Land Liber T.S.P. #25, folio 146. See also Land Liber for deed in T.S.P. #24, folio 359 to Burke.

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 mortgage.

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall than 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 at the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or JOHN PALMER SMITH his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the

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

WITNESS the hand and seal of the Mortgagor.

WITNESS:

YVONNE W. QUIMBY

ENOCH A. SMITH (SEAL)  
Enoch A. Smith

YVONNE W. QUIMBY

LORRAINE SMITH (SEAL)  
Lorraine Smith

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

On this the 3rd. day of Aug. 1963, before me, a Notary Public of the State and County aforesaid, the undersigned officer, personally appeared Enoch A. Smith and Lorraine Smith, 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 John W. Gibson, Chairman of the Board of Directors of Queenstown Bank of Maryland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

YVONNE W. QUIMBY  
Notary Public  
Com. expires May 3, 1965

Filed June 23, 1967

Notary Public  
Seal.

For Value Received, the undersigned does hereby assign the within mortgage unto Clayton C. Carter his personal representatives and assigns for the purpose of collection by foreclosure or otherwise.

AS WITNESS the hand of said body corporate by James E. Friel, its President and its corporate seal, both duly attested.

Attest:

Queenstown Bank of Maryland

BY: ALBERT V. STANT  
Its Cashier

BY: JAMES R. FRIEL  
Its President

Corporate Seal.

Filed June 23, 1967

STATEMENT OF MORTGAGE DEBT  
Filed June 23, 1967

CLAYTON C. CARTER,  
Assignee  
204 N. Commerce Street  
Centreville, Maryland 21617

vs.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife  
Grasonville, Maryland 21638

: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: IN EQUITY  
:  
: NO. 4878  
:  
:

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of Clayton C. Carter, Assignee of Mortgage from Enoch A. Smith and Lorraine Smith, his wife, to Queenstown Bank of Maryland, dated August 3rd, 1963, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 2 folio 276:

Unpaid balance of principal amount of mortgage note dated August 3rd, 1963, as of January 3, 1967	\$2,258.67
Plus interest from January 3, 1967, to June 23, 1967	64.98
	<u>2,323.65</u>
Plus 15% commission for collection per terms of note	348.55
	<u>2,672.20</u>
Plus advancement by Queenstown Bank of Maryland of sum of \$123.09 for payment of Enoch A. Smith's and Lorraine Smith's State and county Real Estate Taxes	123.09
	<u>\$2,795.29</u>

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 23rd day of June, 1967, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and payable.

CHARLES W. CECIL  
Clerk

Filed June 23, 1967

Secured by First Mortgage and Chattel Mortgage bearing even date herewith ( No.76920 )  
\$3,700.00 Grasonville, Md. Post Office August 34d, 1963  
ON DEMAND after date, for value received, we jointly and severally promise ( \$3700.00 )  
to pay to the order of  
QUEENSTOWN BANK OF MARYLAND  
Dollars  
the sum of Three Thousand Seven Hundred-----00/100/with interest from  
date at 6% per annum, payable monthly

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DUE  
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payable at the Banking House; and if not paid at maturity, we further agree to pay all costs and fifteen per centum commission 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 judgement, to be entered by the proper official at any time after maturity for the amount then due hereunder, with all exemptions waived.

Pay proceeds of this note to first signer.  
Privilege of paying \$54.06  
a month until loan is called.

ENOCH A. SMITH (SEAL)  
LORRAINE SMITH (SEAL)

Filed June 23, 1967

And on the back of the foregoing is the following, to wit:-

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.

For value received, the undersigned does hereby assign the within note unto Clayton C. Carter his personal representatives and assigns for the purpose of collection by foreclosure or otherwise.

ATTEST:

Queenstown Bank of Maryland

Y: ALBERT V. STANT  
Its Cashier

BY: JAMES R. FRIEL  
Its President

Corporate Seal.

Bond (Certified Copy)  
Filed July 19, 1967

RECEIVED FOR RECORD July 19, 1967

FIDELITY AND DEPOSIT COMPANY  
HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of Queen Anne's County, Maryland, 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 FOUR THOUSAND (\$4,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 19th day of July, in the year of our Lord Nineteen hundred sixty-seven.

Whereas, the above bounden Clayton C. Carter, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Enoch Smith and Lorraine Smith, his wife to Queenstown Bank of Maryland bearing date the 3rd day of August, 1963 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 2 Folio 276 and duly assigned to Clayton C. Carter at the foot of said mortgage, which assignment has been duly recorded is about to sell the land and premises described in said mortggsge, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Clayton C. Carter, 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 obligations to be void, otherwise to be and remain in full force and virtue

in law.

In Testimony Whereof, the above bounden Clayton C. Carter, 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:

SUDLER STARKEY

CLAYTON C. CARTER (Seal)  
Assignee of Mortgage

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SUDLER STARKEY  
As to Surety

By DOROTHY E. CONNOLLY  
Attorney-in-Fact

Corporate Seal

Security approved and Bond filed  
July 19, 1969 at 11:50 A.M.

CHARLES W. CECIL, Clerk

Certified copy of  
power of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 211, a Bond Record Book for Queen Anne's County.

Circuit Court Seal.

In Testimony Whereof, I haereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 19th day of July in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL  
Clerk

CERTIFIED COPY OF BOND  
Filed July 20, 1967

RECEIVED FOR RECORD July 20, 1967

KNOW ALL MEN BY THESE PRESENTS:

That we, Clayton C. Carter of 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 NINETEEN HUNDRED AND 00/100 (\$1,900.00) ----- 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.

Seal with our Seal and dated this 20th day of July, in the year of our Lord nineteen hundred sixty-seven.

Whereas, the above bounden Clayton C. Carter, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Enoch Smith and Lorraine Smith, his wife, to Queenstown Bank of Maryland bearing date the 3rd day of August, 1963 and recorded among the mortgage records of Queen Anne's County, Maryland, in Liber C.W.C. No. 2, Folio 276 and duly assigned to Clayton C. Carter at the foot of said mortgage, which assignment has been duly recorded, for the purpose of collection by foreclosure or otherwise, and the said Clayton C. Carter, assignee, has sold the land described in said mortgage, after having heretofore furnished his bond in the penalty of Four Thousand (\$4,000.00) Dollars, which was duly approved; and

WHEREAS, the proceeds of saidsale 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 Clayton C. Carter does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in fu;; force and virtue in law.

In Testimony Whereof, the above bounden Clayton C. Carter, 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 herein above written.

Signed, sealed and  
delivered in the  
presence of:

CLAYTON C. CARTER (SEA)  
Clayton C. Carter

ANN M. STARKEY

Fidelity and Deposit Company of Maryland



Witness as to Surety:

ANN M. STARKEY

DOROTHY E. CONNOLLY

Attorney in Fact

Security approved and Bond filed  
July 20, 1967

Corporate Seal.

CHARLES W. CECIL

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 212, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of July in the year nineteen hundred and sixty-seven.

Circuit Court Seal.

CHARLES W. CECIL

Clerk

REPORT OF SALE  
Filed July 20, 1967

CLAYTON C. CARTER,  
Assignee

vs.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

IN THE CIRCUIT COURT

VOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. #4878

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Clayton C. Carter, Assignee, unto your Honor, respectfully shows:

1. That Enoch A. Smith and Lorraine Smith, his wife, by mortgage dated August 3, 1963, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 2 folio 276, the original of which has been filed herein, granted and conveyed unto Queenstown Bank of Maryland, certain land in said mortgage described to secure unto it the payment of a certain promissory note dated August 3, 1963, in the amount of Three Thousand Seven Hundred Dollars (\$3,700.00) with interest thereon at the rate of six per centum per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said Mortgagee, its successors and assigns, in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of the mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal and interest payable under the terms of the mortgaged note, when due, and non-payment of the 1966-67 fiscal year real property taxes which the Mortgagors covenanted to pay in said mortgage, said Mortgagee assigned said note and mortgage to Clayton C. Carter for collection by foreclosure or otherwise, by assignment, the assignment of said mortgage being recorded at the foot of said mortgage.

3. That prior to the time of sale hereinafter mentioned, the subscriber filed with the Clerk of this Court a bond, duly approved by said Clerk, given to the State of Maryland, executed by himself and Fidelity and Deposit Company of Maryland as surety, in the penal sum of Four Thousand Dollars (\$4,000.00), containing the conditions required by law relative to the foreclosures of mortgage under a power of sale contained therein, a certified copy of said bond being filed herein.

4. That on this date, the subscriber has filed with the Clerk of this Court an additional bond, duly approved by said Clerk, given to the State of Maryland, executed by himself and Fidelity and Deposit Company of Maryland as surety, in the penal sum of One Thousand Nine Hundred Dollars (\$1,900.00), containing the same conditions as contained in the original bond filed herein.

5. That before making a sale of the mortgaged property, the subscriber gave notice of the time, place and terms thereof, by advertisement in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report, such notice being given at least once in each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, pursuant to Maryland Rule W 74 a 2; the said notice being not less than twenty (20) days prior to the day of sale.

6. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Court House in Centreville, Maryland, on the 19th day of July, 1967, at 1:30 o'clock P.M. and then and there proceeded to make sale of the property so advertised for sale, in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid was read aloud by the subscriber, the subscriber then proceeded to offer at public sale at the time and place above-mentioned, to the highest bidder, by Joseph A. Jackson, Jr., Auctioneer, all



of the real estate described in said advertisement of sale; and after said Auctioneer had cried such sale for a considerable length of time, the subscriber, in execution of the power of sale contained in said mortgage, sold the property so offered unto Edward M. Hammond and Portia M. Hammond, his wife, as tenants by the entirety, they being then and there the highest bidders therefor, at and for the sum of FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900.00).

7. That the said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of FIVE HUNDRED AND NINETY DOLLARS (\$590.00), representing one-tenth (1/10th) of the purchase price of the herein mentioned property.

Respectfully submitted:

CLAYTON C. CARTER  
Assignee

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

I HEREBY CERTIFY, that on this 20th day of July, 1967, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale made by him as Assignee, and therein reported, was fairly made.

CHARLES W. CECIL  
Clerk

Filed July 20, 1967

CERTIFICATE OF PUBLICATION OF  
ADVERTISEMENT OF SALE  
Filed July 20, 1967

ASSIGNEE'S SALE  
OF DESIRABLE  
HOUSE AND LOT  
IN GRASONVILLE

Default having occurred in the terms of a mortgage from Enoch A. Smith and Lorraine Smith, his wife, dated August 3, 1963, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 2 folio 276, and duly assigned to Clayton C. Carter, his personal representative and assigns, for the purpose of collection by foreclosure or otherwise, the undersigned Assignee, by virtue of the power of sale contained in said mortgage, will offer at public auction in front of the Court House, Centreville, Maryland on WEDNESDAY, JULY 19, 1967 at 1:30 o'clock p.m. the following described real estate, to wit:

ALL that lot and parcel of land situate in the Fifth Election District of Queen Anne's County, Maryland, known as "The Enoch and Lorraine Smith Residential Property" lying on the east side of Melvin's Lane (but not adjacent thereto) which leads southerly from the State Road from Queenstown through Grasonville to Kent Island Narrows, bounded on the north by the land of Addison Mason and Joseph Beecher, on the east by land of Luther Jewell, on the south by lands of heirs of Clenas Butler and on the west by lands of James Warren Butler, and BEGINNING for same at a point on the southeast corner of this lot where it corners with Luther Jewell and the Clenas Butler land, thence northerly with Jewell land 150' to Mason land; thence with same and Joseph Beecher land 332'; thence southerly 150' to lands of Clenas Butler heirs; and thence easterly with same 332' to beginning.

Together with a 16' wide right of way to Melvin's Lane.

Being the same property conveyed unto Enoch A. Smith and Lorraine Smith, his wife, by James Warren Butler by deed dated April 26, 1949, recorded in Land Liber N.B.W. 3, folio 180, saving and excepting lot of land conveyed to Lester and Carrie Burke 120' x 150' and recorded in Land Liber T.S.P. No. 25, folio 146.

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 anywise appertaining, including all heating, lighting, and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described.

IMPROVEMENTS: Frame dwelling, garage and storage building.

TERMS OF SALE: A deposit of 10% of the purchase price on the day of sale in cash or by certified check, balance within ten (10) days after ratification of the sale by the Court, or the full purchase price in cash or by certified check on the date at the option of the Purchaser.

Taxes and all other assessments and charges will be adjusted as of the tenth (10th) day after the ratification of the sale by the Court.

All transfer expenses, including documentary and recordation tax stamps, will be borne by the Purchaser.

CLAYTON C. CARTER  
Assignee

Joseph A. Jackson, Jr., Auctioneer

3t-7-13

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., 7 - 20, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASIG-  
NEE'S SALE in the case of ENOCH A. SMITH & LORRAINE SMITH a true copy of which is an-  
nexed 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 19 day of JULY, 19        , and that the first insertion  
of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29 day of JUNE  
19 67, and the last insertion on the 13 day of JULY, 1967

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed July 20, 1967

ORDER NISI ON SALE

Clayton C. Carter  
Assignee

vs.

Enoch A. Smith and  
Lorraine Smith, his wife

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4878

ORDERED, this 20th. day of July, 1967, that the sale of the real  
property, made and reported on this cause by Clayton C. Carter, Assignee, be ratified  
and confirmed, on or after the 21st. day of August, 1967, unless cause to the contrary  
thereof be previously shown; provided a copy of this order be inserted in some news-  
paper published in Queen Anne's County, Maryland, once in each of three successive  
weeks before the 14th. day of August, 1967.

The report states the amount of sales to be \$5,900.00.

CHARLES W. CECIL Clerk

Filed July 20, 1967

CREDITOR'S PETITION  
Filed Aug. 3, 1967

CLAYTON C. CARTER,  
Assignee

vs.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY. NO. 4878

CREDITOR'S PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Assignee for Queenstown Bank  
of Maryland, on his own behalf and other creditors who may come in and contribute to  
the expense, unto your Honors respectfully shows:

1. That your Petitioner as Assignee of the Queenstown Bank of Mary-  
land on the 26th ay of June, 1967 obtained a judgment by confession in the amount of  
\$172.03 plus 15% collection commissions of \$25.80 with interest from June 26, 1967 and  
costs of suit against Enoch Smith and Lorraine Smith, his wife, the same Defendants  
in this cause, in Law No. 2770 in the Circuit Court for Queen Anne's County, as will  
more fully appear by reference to a short copy of said judgment marked "Exhibit No.  
1" filed herewith as a part hereof.

2. That no moneys have been paid on account of said judgment,  
which constituted a lien against the real estate sold in these proceedings at the time  
of said sale.

3. That your Petitioner is advised that there will be a surplus  
of proceeds of the sale in this case to be distributed and that as a lien creditor he  
would be entitled to have the mortgaged property sold to pay his claim if such proper-  
ty had not been sold under this foreclosure proceeding.

WHEREFORE your Petitioner prays that the surplus proceeds, or so  
much thereof as may be necessary, be applied to the payment of his judgment.

CLAYTON C. CARTER  
Clayton C. Carter, Assignee of  
Queenstown Bank of Maryland  
204 N. Commerce Street  
Centreville, Md. 21617  
Telephone: 758-1680

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY that on this 3rd day of August, 1967, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true and correct and that the creditor has not, directly or indirectly, received to his knowledge any part of parcel of the money or goods charged as due therein or any security or satisfaction for the same, more than credit has been given therefore.

CHARLES W. CECIL  
Clerk of Circuit Court

Filed Aug. 3, 1967

EXHIBIT No. 1

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

Term, 19

J.F.T. Jr.	CLAYTON C. CARTER, Assignee 204 N. Commerce Street Centreville, Maryland 21617 Plaintiff	)	1-4 Filed June 26, 1967. Declaration, Order to docket suit and enter judgment, Note with power to enter judgment by con- fession, and Affidavit.
Law No.	Clerk \$5.50 Pd. 6/26/67 2770 Shff. 4.00 Appr. 5.00 Clerk Addl. 3.00	)	June 26, 1967. Judgment entered by con- fession by defendants in favor of plain- tiff for the sum of One Hundred Seventy Two Dollars and Three Cents (\$172.03) with interest thereon from date hereof until paid, and costs of suit, and attor- ney's commissions of \$25.80, with all ex- emptions waived.
	ENOCH SMITH and LORRAINE SMITH, his wife Grasonville, Maryland Defendants	)	June 26, 1967. Summons after judgment is- sued. 5-Filed July 3, 1967. Summons after judg- ment returned Served on Lorraine Smith and Non Est as to Enoch Smith. July 5, 1967. Summons after judgment re- issued for Enoch Smith. 6-Filed July 31, 1967. Summons after judg- ment for Enoch Smith ret'd. non est. 7-Filed Aug. 2, 1967. Order of Attorney for Plaintiff to renew Writ of Summons re- turnable to Aug. 7, 1967. Aug. 2, 1967. Summons after judgment for Enoch Smith re-issued.

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.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 3rd day of August, in the year of our Lord, nineteen hundred and sixty seven.

Circuit Court Seal

CHARLES W. CECIL  
Clerk of the Circuit Court  
for Queen Anne's County.

Filed Aug. 3, 1967

CERTIFICATE OF PUBLICATION  
OF ORDER NISI ON SALE  
Filed Aug. 3, 1967

ORDER NISI ON SALE

Clayton C. Carter, Assignee

vs.

Enoch A. Smith and Lorraine Smith,  
his wife

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

Cause No. 4878

ORDERED, this 20th day of July, 1967, that the sale of the real property, made and reported in this cause by Clayton C. Carter, Assignee, be ratified and confirmed, on or after the 21st 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 14th day of August, 1967.

The report states the amount of sales to be \$5,900.00.

CHARLES W. CECIL, Clerk

Filed July 20, 1967

True Copy  
Test:

CHARLES W. CECIL, Clerk

3t-8-10

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., August 3, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI \$4878 in the case of C. C. CARTER VS. ENOCH A. SMITH & LORRAINE SMITH, 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 3 successive weeks before the 14 day of AUGUST, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of JULY 1967, and the last insertion on the 10 day of AUG, 1967.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Aug. 3, 1967

AFFIDAVIT BY PURCHASERS  
Filed Jan. 22, 1968

CLAYTON C. CARTER,  
ASSIGNEE

VS.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

) IN THE CIRCUIT COURT  
) FOR QUEEN ANNE'S COUNTY  
) IN EQUITY  
) CHY. No. 4878

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, sct:

I HEREBY CERTIFY, that on this 18th day of January, 1968, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD M. HAMMOND and PORTIA M. HAMMOND, 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.

JANE BLAKSLEE WRIGHT

Notary  
Public  
Seal.

My commission expires: July 1, 1969

Filed Jan. 22, 1968

FINAL RATIFICATION OF SALE  
Filed Jan. 24, 1968

CLAYTON C. CARTER, ASSIGNEE

VS.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

) IN THE CIRCUIT COURT  
) FOR QUEEN ANNE'S COUNTY  
) IN EQUITY  
) CHY. NO. 4878

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 24th day of January, 1968, that the sale of the real estate made and reported in this cause by Clayton C. Carter, 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 preceding order nisi; and the Assignee is allowed the usual commissions and such proper expenses, mt personal, as he shall produce vouchers thereof to the Auditor.

THOS. J. KEATING, Jr.  
Judge

Filed Jan. 24, 1968

CERTIFICATE OF PUBLICATION OF NOTICE TO CLAIMANTS  
Filed Jan. 26, 1968

CLAYTON C. CARTER, ASSIGNEE

vs.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

In the Circuit Court for  
Queen Anne's County  
In Equity  
Chy. No. 4878

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 Enoch A. Smith and Lorraine Smith, his wife, warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland on or before the 18th day of October, 1967, 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 16th day of September, 1967.

J. THOMAS CLARK,  
Auditor

3t-8-24

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., Jan. 26, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NOTICE TO CLAIMANTS in the case of C. C. CARTER VS. E. A. SMITH & L. SMITH 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 3 successive weeks before the 18 day of OCT, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10 day of AUG 1967, and the last insertion on the 24 day of AUG, 1967

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Jan. 26, 1968

REPORT AND ACCOUNT OF AUDITOR  
Filed Mar. 4, 1968

CLAYTON C. CARTER, ASSIGNEE

vs.

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4878

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this account is stated at the request of Clayton C. Carter, Assignee, wherein it appears that the proceeds of sale are more than sufficient to pay the expenses of sale, the mortgage debt and the claim filed in this case. The surplus proceeds of sale were directed to be paid to the mortgagors.

2. That in the within account Clayton C. Carter, Assignee and vendor, is charged with the proceeds of sale and adjustment of taxes, and is allowed thereafter all expenses, not personal, necessary for said sale, for which proper vouchers were produced, including the fee of your auditor, as well as the sole claim filed in this cause.

Respectfully submitted,

J. THOMAS CLARK  
Auditor

March 4, 1968

Filed Mar. 4, 1968

Cause No. 4878

The proceeds of the sale of land reported in this cause, in account with Clayton C. Carter, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1968

Jan. 24 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$5,900.00

By amount for purchasers share of 1967-8 State and County taxes, per settlement sheet, to wit:----- 18.84

By total proceeds, to be accounted for-----\$5,918.84

Dr.

To Clayton C. Carter, Assignee of mortgage, (and vendor), per terms of mortgage, to wit:

1-His commissions for making sale on \$5,900.00, per terms of mortgage-----\$445.00

2-His fee for his services----- 50.00 \$495.00

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---\$21.45

2-Appearance of Clayton C. Carter, Atty-10.00 31.45

To do., for an amount paid Fidelity & Deposit, Co., for the premium on the corporate surety bond filed by the vendor in this cause, per receipt exhibited, to wit:----- 24.00

To do., for an amount paid William R. Nuttle, Surveyor, for surveying the real estate sold in these proceedings, per receipt exhibited, to wit:----- 60.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:

1-For advertising Notice of Sale-----\$80.75

2-For Publishing Notice to Claimants-- 22.57

3-For publishing Order Nisi of Sale--- 14.00 117.32

March 4, 1968

J. THOMAS CLARK  
Auditor

To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----- 25.00

To do., for an amount paid William R. Wilson, III, Treasurer, for the 1967-8 State and County taxes on the real estate sold in this cause, per receipt exhibited to wit:----- 45.54

To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of----- 63.00

To Queenstown Bank of Maryland, Mortgagee, as payment in full of its mortgage debt in the amount of \$2,258.67, plus moneys advanced for State and County real estate taxes in the sum of \$123.09, per statement of debt, and interest from January 3, 1967, to September 18, 1967, which includes interest for 60 days after date of sale, in the sum of \$95.50, the sum of-----2,477.26

To balance carried forward for distribution to creditors and surplus to Mortgagors, the sum of 2,565.27  
\$5,918.84 \$5,918.84

March 4, 1968

J. THOMAS CLARK  
Auditor

Cr.

By balance carried forward for distribution to creditors and surplus to mortgagors, the sum of-----\$2,565.27

Dr.

To Clayton C. Carter, Assignee, as payment in full of his judgment against Enoch Smith and Lorraine Smith, his wife, being Law No. 2770, in the Circuit Court for Queen Anne's County, as follows:

1-Judgment-----\$172.03

2-Interest on judgment for 8 mos. 6.88

3-Court costs including Order of Satisfaction----- 18.00

4-Attorney's commissions of James F. Truitt, Jr. provided by note-----25.80 \$ 222.71

To Enoch A. Smith and Lorraine Smith, his wife, the surplus proceeds of sale, or the sum of----- 2,342.56  
\$2,565.27 \$ 2,565.27



March 4, 1968

J. THOMAS CLARK  
Auditor

Filed Mar. 4, 1968

CERTIFICATE OF NOTICES MAILED  
Filed Mar. 4, 1968

CLAYTON C. CARTER, Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ENOCH A. SMITH and  
LORRAINE SMITH, his wife

IN EQUITY No. 4878

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:

Clayton C. Carter, Assignee  
204 N. Commerce Street  
Centreville, Maryland 21617

Queenstown Bank of Maryland  
Queenstown, Maryland.

Lorraine Smith  
P. O. Box 46  
Grasonville, Maryland

Enoch A. Smith  
Piney Point, St. Mary's County, 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 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

Filed Mar. 4, 1968

NISI RATIFICATION OF AUDIT

Clayton C. Carter, Assignee

vs.

Enoch A. Smith and  
Lorraine Smith, his wife

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

) In Equity  
)

) Cause No. 4878  
)

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 Mar. 20, 1968

Clayton C. Carter, Assignee

vs.

Enoch A. Smith and  
Lorraine Smith, his wife.

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

) In Equity  
)

) Cause No. 4878  
)

FINAL RATIFICATION OF AUDIT

ORDERED, this 20th 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 interest parties as shown by certificate filed by the Auditor; and Clayton C. Carter, Assignee is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed Mar. 20, 1968

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of December, in the year eighteen hundred and ninety one, the following Bill of Complaint was brought to be recorded, to wit:-

Sarah Annetta Biggs; formerly Sarah Annetta Johnson by her husband and next friend Samuel M. Biggs.  
Plaintiff

vs.

John H. Johnson, Thomas J. Johnson, Mary E. Johnson, Rosa Johnson, Lily Johnson, H. D. Troy and Mary E. Troy his wife, Florence Johnson, Cora Johnson, Anna Corina Johnson, Harry Johnson, Howard Johnson, Mary Johnson, James A. Graham and Mary E. Graham his wife  
Defendants.

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

Your oratrix, Sarah Annetta Biggs, a married woman, by Samuel M. Biggs, her husband and next friend, Complains says:-

1. That one Andrew Johnson, late of Queen Anne's County, deceased, was, in his life time, seized and possessed of certain real estate, situate, lying and being, in the first Election District of said County, near Swan Dam or Negeleside, consisting of a farm or plantation composed of certain trees, parts of tracts, or pieces of land, called "Highman

Chance Corroded Resurveyed," "Highman's  
Chance Resurveyed" &c, containing  
Two Hundred and Forty Eight acres,  
and Seventeen perches of land more  
or less; and located on the Public  
Road leading from Siler's Shops to  
Pearce Dams.

2. That being so thereof seized  
and possessed, the said Andrew  
Johnson departed this life, some  
time in the early part of the year  
1851, intestate, leaving surviving  
him, the following children and  
heirs at law, to wit: - Samuel C.  
Johnson, William A. Johnson, John  
W. Johnson, Thomas J. Johnson, and Har-  
rison C. Johnson, - the last named,  
the father of your oratrix.

3. That the said Harrison C.  
Johnson, departed this life in the  
year 1870, intestate, leaving sur-  
viving him, your oratrix, his only  
child and sole heir at law.

4. That the said William A.  
Johnson, departed this life, in the  
year 1874, intestate and without  
issue, leaving surviving him, your  
oratrix, his niece, and his said  
brothers, Samuel C. John W. and  
Thomas J. his only heirs at law.

5. That the said Samuel C. John-  
son, departed this life, on or about

the 15<sup>th</sup> day of October 1891. intestate, leaving surviving him, his widow, Mary E. Johnson of Queen Anne's County, and the following children, Mary Emma Graham, wife of James A. Graham, both of whom are adults and reside in the State of Delaware, Rosa Johnson, Lucy Johnson, Cora Johnson, <sup>Anna Corinne</sup> Florence Johnson and Harry Johnson, all residing in Queen Anne's County aforesaid; the four last named are infants, under the age of twenty one years.

6. That during the life time of the said Samuel C. Johnson, his son, Andrew Johnson, departed this life, intestate, leaving surviving him, his widow, now Mary C. Roy wife of W. D. Roy, and the following children and heirs at law, to wit: Howard Johnson, and Mary Johnson, both of whom are infants and all of whom reside in Queen Anne's County.

7. That the said Thomas J. Johnson, is of full age, and resides in the city of Baltimore.

8. That on the 14<sup>th</sup> day of July 1880, the said John W. Johnson and Thomas J. Johnson, by deed of that date, conveyed to the said Samuel C. Johnson, all their undivided interests in the aforesaid real estate,

As will appear by a copy of said  
 deed, herewith filed, marked "Exhibit  
 A." and prayer to be taken as part  
 of this bill of Complaint,

9. That saidatrix is seized of  
 an undivided one-fourth part of  
 the aforesaid real estate, that is to  
 say, she became seized of an un-  
 divided one-fifth, as the only child  
 and sole heir at law of her father,  
 the said Morrison C. Johnson; and of  
 an undivided one-twentieth part,  
 as one of the heirs at law of her  
 late uncle, the said William D. Johns-  
 on deceased.

10. That the said Samuel C. Johns-  
 on, departed this life as aforesaid,  
 seized of an undivided three-fourths  
 of the aforesaid real estate, which  
 by his death intestate as aforesaid  
 has devolved upon his said children  
 Mary E. Graham, Rosa <sup>Mar</sup> Johnson, Lily Johns-  
 on <sup>Mar</sup> Correll <sup>21</sup> Johnson, <sup>Mar</sup> Correll <sup>21</sup> Johnson,  
 Florence <sup>under ad</sup> Johnson and Harry <sup>under 21</sup> Johnson  
 and his said grand children Howard  
 Johnson and Mary Johnson.

11. That the said real estate is not  
 susceptible of partition, without  
 material loss and injury 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 amongst the parties according to their several interests.

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 distributed amongst the said parties, according to their respective interests.
- (3) That your oratrix may have such other and further relief as her case may require

May it please your Honors to grant unto your oratrix the writ of Subpoena directed to the said Thomas J. Johnson of Baltimore City, and the said Mary E. Johnson, John W. Johnson, H. D. Foy and Mary C. Foy his wife, Rosa Johnson, Lily Johnson, Cornelia Johnson, <sup>Ann</sup> ~~Elizabeth~~ Johnson, Florence Johnson, Harry Johnson, Howard Johnson and Mary Johnson, <sup>as</sup> of Queen Anne's County, commanding them to appear in this Court on some certain day to be there named, to answer the premises and abide by and perform such decree as may be passed therein; and also the order of publication, giving notice to the said James H. Raham and Mary E. Raham, both of the State of Delaware as aforesaid, who are non residents of this State, of the object



and substance of this file, and  
warning them to appear in this Court,  
in person or by Solicitor, on or be-  
fore a certain day to be named here-  
in, to show cause, if any they  
have, why a decree ought not to  
pass as prayed.

And as in duty bound

J. V. P. Kenting  
Solicitor for Complainant

Queen Annes County, to wit; be it remembered, that on the Twenty ninth day of July in the year Eighteen hundred and eighty, the following Deed was brought to be recorded, to wit;

This Deed made this fourteenth day of July in the year Eighteen hundred and eighty by us, John W. Johnson and Mary E. Johnson, his wife, of Queen Annes County in the State of Maryland, and Thomas J. Johnson of the City of Baltimore in said State and Ann Johnson, widow of the late Andrew Johnson of said County, but now temporarily residing in said City, witnesses: Whereas one Samuel C. Johnson of said County and State has purchased of each of us, the said John W. Johnson and Thomas J. Johnson, our respective interests and estate in the hereinafter described real estate, the same aggregating one undivided moiety, paying each of us therefor the sum of Three hundred dollars, and has also purchased of me, the said Ann Johnson as the widow aforesaid, all the dower or right of dower in said real estate at and for the sum of One hundred and twenty dollars; Now, therefore, in consideration of the foregoing premises and the sum of five dollars, we, the said John W. Johnson and Mary E. Johnson, his wife, Thomas J. Johnson and Ann Johnson, do hereby grant and convey unto the said Samuel C. Johnson his heirs and assigns,

in fee simple, all the undivided interest, estate, right and title  
 of us, the said John M. Johnson and Thomas J. Johnson,  
 being an undivided interest and estate, right and title  
 of one half, and all the dower or right of dower of me,  
 the said Ann Johnson as widow of the said Andrew  
 Johnson, of, in and to all that farm or plantation, sit-  
 uate in the first election district of Queen Annes County  
 aforesaid on the public road leading from Stites Shop to  
 Beaver Dams now called Ingleside, which belonged  
 to the late Andrew Johnson, and which is composed of  
 tracts parts of tracts, or parcels of land called "Highmans  
 Chance Corrected Resurveyed," "Highmans Chance  
 Resurveyed" and "Goms Honey Enlarged" and is contain-  
 ed in the metes and bounds, courses and distances  
 following; Beginning at a stone standing in the place  
 of the original white oak bound tree, the beginning of a tract  
 of land called "Friendship" and also the original begin-  
 ning of "Highmans chance, and running from thence  
 south eighty-three degrees forty-five minutes East twenty  
 seven and five tenths perches, thence north forty one de-  
 grees East thirty five perches, thence north sixty five degrees  
 fifteen minutes west twenty five perches, thence north  
 twenty degrees fifteen minutes west ninety two perches,  
 thence north seventy five degrees fifteen minutes west  
 seventeen perches, thence north twenty nine degrees  
 west fifty two perches, thence north, thirty-eight degrees  
 fifteen minutes west sixty perches, thence south eight-  
 y-four degrees forty five minutes west one hundred

and ninety seven perches, thence south ten degrees East  
 forty and six tenths perches, thence south thirty eight de-  
 grees forty five minutes East One hundred and six perches,  
 thence south forty six degrees forty five minutes East  
 thirty two perches, thence south nine degrees East ten  
 perches, thence south seventy two degrees thirty minutes  
 East, forty nine perches, thence north twenty four degrees  
 thirty minutes East forty nine perches, thence south  
 seventy five degrees thirty minutes East one hundred  
 and one perches and seven tenths of a perch, and thence  
 north forty three degrees forty five minutes East thir-  
 teen perches to the place of beginning aforesaid, con-  
 taining two hundred and forty eight acres, seventeen  
 perches and eighty five one hundredths of a perch of land,  
 more or less; it being the same land which descended  
 unto the said Thomas J. Johnson and John W. John-  
 son from their father, the late Andrew Johnson, and  
 their brother the late William A. Johnson, of said  
 County deceased; and we the said John W. Johnson  
 and Thomas J. Johnson do hereby covenant that  
 we will warrant generally and specially the prop-  
 erty hereby conveyed, and that we will execute  
 such further assurances of said land as may be  
 requisite. — Witness our hands and seals,

Test. as to John W. & Mary E. Johnson.	John W. Johnson	<i>[Seal]</i>
	Mary E. Johnson	<i>[Seal]</i>
Test. as to Thomas J. & Ann Johnson.	Thomas J. Johnson	<i>[Seal]</i>
	Ann Johnson	<i>[Seal]</i>

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

I hereby certify, that on this fourteenth day of July in the year Eighteen Hundred and eighty, before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared John W. Johnson and Mary E. Johnson his wife, and did each acknowledge the foregoing Deed to be their respective act.

W. R. Newton J. P.

State of Maryland, Baltimore City, to wit;

I hereby certify, that on this sixteenth day of July in the year Eighteen Hundred and Eighty, before the subscriber a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, personally appeared Thomas J. Johnson and Ann Johnson, and did each acknowledge the foregoing Deed to be their respective act.

Wm Bone J. P.

State of Maryland, Baltimore City, to wit;

I hereby certify that William Bone, Esquire, before whom the annexed acknowledgments were made, and who has thereto subscribed his name was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore duly commissioned and sworn.

Place for  
the seal of the  
Superior Court  
Balto.

In Testimony whereof, I hereto  
set my hand and affix  
the seal of the Superior Court  
of Baltimore City, this 16<sup>th</sup>  
day of July A. D. 1880.

H. A. Devost, Clerk,  
of the Superior Court of Baltimore City.

State of Maryland, Queen Annes County, Md;  
I hereby certify, that the foregoing is truly taken  
and copied from Liber of M. No. 11, folios 1089e, one  
of the Land Record Books for Queen Annes  
County,



In Testimony whereof, I hereto  
subscribe my name and the  
seal of the Circuit Court  
for Queen Annes County  
affix this 17<sup>th</sup> day of Decem-  
ber A. D. 1891,

Wm. Dever, Clerk,  
Circuit Court for Queen Annes County.

Filed December 17, 1891



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To Thomas J. M.P. Keating Esq.:-  
Hinton;

You are hereby author-  
ized, to use my name, as next friend  
of my wife Sarah Annetta Biggs, for-  
merly, Sarah Annetta Johnson, in pro-  
ceedings or suit in the Circuit  
Court for Queen Anne's County, in  
Equity, for a partition or sale of the  
Real Estate of which Andrew John-  
son late of Queen Anne's County  
deceased, died seized and possessed  
consisting of a farm or tract of land  
situate in Queen Anne's County, near  
Beaver Dam or Ingle's side, containing  
Two Hundred and Forty Eight Acres & 17 Poles of Land.  
December 15, 1891. Samuel M. Biggs.

Filed December 17, 1891

Order of Publication

Sarah Annetta Biggs, formerly  
Sarah Annetta Johnson, by her  
husband and next friend  
Samuel M. Biggs

Plaintiffs

vs.

John W. Johnson, Thomas J. Johnson,  
Mary E. Johnson, Lily Johnson,  
Rosa Johnson, W. D. Troy, Mary B.  
Troy, his wife, Elbrauce Johnson  
Gargie Johnson, ~~Carrie Johnson~~  
Harry Johnson, Howard Johnson,  
Mary Johnson, James N. Graham,  
Mary E. Graham, his wife.

Defendants

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

The object of this suit is to procure a  
decree for the sale of certain real  
estate, in Queen Anne's County,  
consisting of a farm or plantation, situate  
near Inglewade or Beaver Dam in the first  
election district of Queen Anne's County, com-  
posed of certain tracts, parts of tracts or por-  
tions of land, called Tilghmans blawes Cor-  
rected Assurvey &c., containing two hundred  
and forty-eight acres and seventeen perches  
of land, more or less, and a division  
of the proceeds amongst the parties inter-  
ested, according to their several interests

The bill states

1 That one Andrew Johnson, late of Queen  
Anne's County deceased was in his life time  
seized and possessed of certain real estate

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sitate, lying and being in the first election district of said county, near Beaver Dam or Eugleide, consisting of a farm or plantation, composed of certain tracts, parts of tracts, or parcels of land called "Highman Chance corrected Resurveyed; Highman Chance Resurveyed TC, containing two hundred and forty-eight acres and seven-twen perches of land, more or less, and located on the public road leading from Slivers Shops to Beaver Dam.

2. That being so thereof seized and possessed, the said Andrew Johnson departed this life sometime in the early part of the year 1851, intestate, leaving surviving him, the following children and heirs at law, to wit: Samuel B. Johnson, William A. Johnson, John W. Johnson, Thomas J. Johnson and Harrison B. Johnson, the latter the father of your oratrix.

3. That the said Harrison B. Johnson departed this life, in the year 1873, intestate, leaving surviving him, your oratrix, his only child and sole heir at law.

4. That the said William A. Johnson departed this life in the year 1874, intestate and without issue leaving surviving him, your oratrix, his niece, and his said brothers Samuel B. Johnson, John W. Johnson, and Thomas J. Johnson, his only heirs at law.

5. That the said Samuel B. Johnson, departed this life on or about the 13<sup>th</sup> day of October 1891, intestate, leaving surviving, his widow Mary E. Johnson, and the following children Mary E. Graham, wife of James A. Graham, both of whom are of full age, and reside in the State of Delaware, ~~Rosa Johnson~~ <sup>and Lily Johnson</sup> ~~and Lily Johnson~~ <sup>Carroll Johnson, of Carroll Johnson</sup> Anne's County, and Florence Johnson and Harry Johnson, all of whom are infants, under the age of twenty one years, and reside in Queen Anne's County aforesaid

6. That during the life time of the said Samuel B. Johnson, his son, Andrew Johnson departed this life, intestate leaving surviving him, his widow, now Mary B. Troy, wife of W. D. Troy, and the following children and heirs at law, to wit: - Howard Johnson and Mary Johnson, both of whom are infants and all of whom reside in Queen Anne's County aforesaid

7. That the said Thomas J. Johnson, is of full age and resides in the City of Baltimore

8. That on the 14<sup>th</sup> day of July 1880, the said John W. Johnson and Thomas J. Johnson, by deed of that date, conveyed to the said Samuel B. Johnson, all their undivided interest in the aforesaid real estate, as will appear by a copy of said deed herewith filed marked "Exhibit A" and prayed to be taken as part of this bill of complaint

9. That your oratrix is seized of an undivided one-fourth interest in the aforesaid real estate, that is to say, she became seized of an undivided one fifth, as the sole heir at law of her father, the said Harrison B. Johnson and of an undivided one-twentieth part, as one of the heirs at law of her uncle, the said William A. Johnson, deceased.

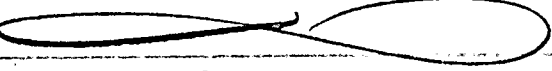
10. That the said Samuel B. Johnson departed this life as aforesaid, seized of an undivided three-fourths of the aforesaid real estate, which by his death, intestate as aforesaid has devolved upon his said children <sup>Eva Johnson</sup> Mary E. Johnson, <sup>Corra Johnson</sup> Elizabeth Johnson, <sup>Corra Johnson</sup> Florence Johnson and Harry Johnson and his said grand children Howard Johnson and Mary Johnson -

11. That the said real estate is not susceptible of partition, without material loss and injury 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 amongst the parties according to their several interests.

It is thereupon, this 17 day of December 1891, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this

order to be inserted in some newspaper published in said Queen Anne's County, once in each of four successive weeks before the 23<sup>rd</sup> day of January 1892, give notice to the said absent defendants of the object and substance of this bill warning them to appear in this Court in person or by solicitor, on or before the 10 day of February next, to show cause, if any they have, why a decree ought not to be passed as prayed

M<sup>r</sup>. Deven. Clerk



Filed December 17, 1891



Queen Anne's County, to Wit.: The State of Maryland.



*Howard Johnson &  
Mary Johnson  
Infants*

OF QUEEN ANNES COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the *first* Monday of *January* next, to answer the complaint of *Emah Annetts Biggs, formerly Johnson* against you in said Court exhibited.

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

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the *sevent* day of *December* 18*91*  
Issued the *17* day of *December* in the year 18*91*  
*Wm Dever, Clerk*

And on the back of the foregoing is the following endorsement, to wit:- I hereby certify the within Subpoena was read to the infant Defendants and a copy thereof left with their mother Mary C. Troy - J. E. Marshall Shff.

Filed January 4, 1892

Queen Anne's County, to Wit.: The State of Maryland.



*John W. Johnson, Mary E. Johnson  
Lilly Johnson & Rosa Johnson  
adults*

OF QUEEN ANNES COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the *first* Monday of *January* next, to answer the complaint of *Emah Annetts Biggs, formerly Johnson* against you in said Court exhibited.

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

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the *sevent* day of *December* 18*91*  
Issued the *17* day of *December* in the year 18*91*  
*Wm Dever, Clerk*

And on the back of the foregoing is the following endorsement, to wit:- Summned James E. Marshall

Filed January 4, 1892

Queen Anne's County, to Wit.: The State of Maryland.



Thomas J. Johnson

Baltimore City OF ~~QUEEN ANNE'S COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the complaint of Sarah Annetta Briggs against you in said Court exhibited.

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

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the

Sevent day of December 1891

Issued the 17th day of December in the year 1891

Mr. Deven

And on the back of the foregoing is the following endorsement, to wit:- Summned. Isaac S. Sannen, Sheriff.

Filed January 4, 1892

Queen Anne's County, to Wit.: The State of Maryland.



Norace Johnson, Caroll Johnson, Anna Corinne Johnson & Harry Johnson, Infants-

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the complaint of Sarah Annetta Briggs formerly Johnson against you in said Court exhibited.

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

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the

*Sevent* day of *December* 1891

Issued the *17<sup>th</sup>* day of *December* in the year 1891

*Mr. Dever, Clerk*

And on the back of the foregoing is the following endorsement, to wit:- I hereby certify the within Subpoena was read to the infant defendants and a copy thereof left with their mother May E. Johnson. James E. Marshall Shff.

Filed January 4, 1892

Queen Anne's County, to Wit.: The State of Maryland.



*W. D. Troy & Mary C. Troy*

OF QUEEN ANNES COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the

*first* Monday of *May* next, to answer the complaint of *Orval Amest* *Biggs, formerly Johnson* against you in said Court exhibited.

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

Witness the Honorable JOHN M. ROBINSON, Chief Judge of our said Court, the

*Sevent* day of *December* 1891

Issued the *17<sup>th</sup>* day of *December* in the year 1891

*Mr. Dever, Clerk*

And on the back of the foregoing is the following endorsement, to wit:- Summoned. James E. Marshall, Sheriff.

Filed January 4, 1892

Sarah Annetta Biggs, formerly Sarah  
Annetta Johnson, by her husband and  
next friend, Lawrence M. Biggs,  
Plaintiff

vs.

John W. Johnson, Thomas J. John-  
son and others,  
Defendants

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

The facts and several ac-  
cessions of Anna Louisa Johnson,  
Florence Johnson, Harry John-  
son, Howard Johnson and Mary  
Johnson, infants, by William W.  
Buster, guardian ad litem, duly  
appointed by order of this Court, to  
the fee of complaints against  
them and others, in this cause  
submitted.

These defendants, being infants,  
cannot advise any of the mat-  
ter and things in said fee of  
law, and submit their rights  
thereunder to the protection of this  
Court. And as in duty bound

W. W. Buster,  
Guardian ad litem

On this 27<sup>th</sup> day of June 1893, before  
me personally appeared William W.  
Burtess guardian ad litem above  
named, and made oath that the  
contents and facts in the foregoing  
deed were true to the best of his  
knowledge and belief

Wm. Burtess, Clerk

Filed June 27, 1893

Sarah Annesta Biggs, formerly Sarah Annesta  
Johnson, by her husband and next friend  
Samuel M. Biggs

Plaintiff,

v.

John W. Johnson, Thomas J. Johnson  
and others

Defendants.

In the Circuit Court for Queen An-  
nis County, in Equity:—

To the Honourable, the Judges of said  
Court,

The petition of the plaintiffs in the  
cause, to your honours, respectfully repre-  
sents,

1. That Anna Corinne Johnson, Florence  
Johnson, Harry Johnson, Howard Johnson and  
Mary Johnson, five of the defendants in  
the above cause, have been duly returned  
summons, but being infants, they can-  
not answer and defend the suit for  
themselves.

2. That the said infants have no le-  
gal guardian, within the jurisdiction  
of the Court, to answer and defend the  
suit for them.

3. Your petitioners therefore pray your  
Honours to appoint a guardian ad  
litem, to appear and answer for



Filed June 27. 1893

in favor of Anna in duty bound

J. P. P. Keating  
Solicitor for Plaintiff

On the foregoing petition, it is ordered  
that 24<sup>th</sup> day of June 1893, that He-  
liam W. Burtch of Queen Anne's  
County, be, and he is hereby appointed  
guardian ad litem to appear and  
answer for Anna Cornelia Johnson Flor-  
ence Johnson, Harry Johnson, <sup>Harriet</sup> ~~Harry~~ John-  
son and Mary Johnson, infant defen-  
dants in the above cause

Frederic Stump

In the Circuit Court for Queen Anne's County, in Equity;  
 Sarah A. Biggs, formerly Sarah A. Johnson,  
 by her husband and next friend Samuel M.  
 Biggs. Plaintiff

<sup>vs</sup>  
 John W. Johnson and others Defendants.  
 Cause No 1056.

To the Honorable the Judges of said Court:

Your respondents, John W. Johnson, Thomas  
 J. Johnson, Mary C. Johnson, widow, James A. Graham  
 and Mary C. Graham, his wife, Wm. D. Troy and A. Levi  
 Troy, his wife, misnamed in said suit Mary C. Troy,  
 Lilly Johnson, Rosa Johnson and Carroll Johnson,  
 answering the bill filed against them and others in the  
 above suit, say:

- 1<sup>st</sup> That they admit the matters and things stated in the 1<sup>st</sup>  
 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> paragraphs of said bill, and  
 avow that said Carroll Johnson, who was at the time  
 of the filing of said bill an infant under twenty one  
 years of age, has since attained said age.
- 2<sup>nd</sup> That they deny that the said Plaintiff, Sarah Armatta  
 Biggs is entitled to an undivided one fifth of the  
 real estate mentioned in said bill as an heir of  
 her father, the late Harrison C. Johnson as charged  
 in the 9<sup>th</sup> paragraph thereof, but they avow that  
 the interest of said Harrison C. Johnson in  
 said real estate was sold on September 28<sup>th</sup> 1875  
 under a decree of the Orphan's Court for Queen Anne's  
 County passed in the case therein of Samuel C.

Johnson, administrator of W<sup>m</sup> A. Johnson, against the Nettie Johnson, who is in truth and fact the said plaintiff in this suit, to pay the debts of the said Harrison L. Johnson, unpaid by his personal estate.

3<sup>rd</sup> That at said sale the said Samuel L. Johnson became the purchaser of the undivided interest of said Harrison L. Johnson in said real estate, and the sale being duly reported to said Court has heretofore been finally satisfied and confirmed, and while the said Samuel L. Johnson never in his life time obtained a deed for said interest, yet the same was his property, and descended to his heirs.

4<sup>th</sup> That the only interest the said plaintiff had in said real estate was an undivided one twentieth, being what she acquired as an heir, or one of the heirs of the late William A. Johnson, who had an undivided one fifth in said real estate, and not as claimed by her in said bill.

5<sup>th</sup> That said Samuel L. Johnson was in his life time seized or possessed of the undivided nineteen twentieths of said real estate, and at his death the same descended to his heirs at law.

6<sup>th</sup> That the said property was greatly improved and repaired by said Samuel L. Johnson in his life time, and brought up to a state of productiveness, when it had been of no value, by the expenditures of his own means, which were necessary to the preservation of said common property, and that the said plaintiff should contribute or be required to pay out of the

sales of her share of said real estate, for her share of said expenditures before a division of the sales of said real estate is made.

7<sup>th</sup> That they admit that said real estate cannot be divided without loss or injury among the parties entitled thereto, and the said Mary E. Johnson, widow, James A. Graham and Mary E. Graham, his wife, Lilly Johnson, Nora Johnson and Carroll Johnson as widow and heirs at law of said Samuel C. Johnson, consent that a decree may be passed for the sale of said real estate for the purpose of partition, leaving for the future action of the Court all questions as to the proper distribution of the said sales by reason of said repairs, improvements and expenditures.

8<sup>th</sup> And that said sale is not to affect in any way any rights or liens of said James A. Graham as a creditor of said Samuel C. Johnson, but he reserves to himself the right to prosecute the same against said sales, thus substituting them for said real estate.

And as in duty bound

J. B. W. Brown  
Solely for Defts.

Filed June 29, 1893

In the Circuit Court for the  
County of Anson, in Equity,

James A. Biggs formerly James  
A. Johnson, by his next friend and  
husband Lawrence M. Biggs  
Plaintiff

v.

John W. Johnson and others  
Defendant  
Case No 1056

The plaintiff joins issue on  
the matters alleged in the aver-  
ment of John W. Johnson and others  
so far as the same may be ta-  
ken to deny or avoid the allega-  
tions of the bill

J. W. P. Keating  
Solicitor for Plaintiff

Filed June 30, 1893

1056

In the Circuit Court for Queen Anne's County, in equity:  
 Sarah A. Biggs, formerly Sarah  
 A. Johnson, by her husband and next  
 friend, Samuel M. Biggs. Plaintiff.  
 vs.  
 John W. Johnson & others Defendants.

To the Hon: the Judges of said Court:

The subscriber, a regular Examiner for this Court having received notice, of a desire to take evidence in above case, on the part of the Plaintiff, after giving due notice to the parties, did proceed to attend at his office in Centerville on Tuesday & Wednesday July 11th. & 12th. 1893, and did take the following depositions.

W<sup>me</sup> W. Walls, a witness of lawful age, produced on the part of the Plaintiff, being duly sworn and examined, deposes & says:

1st. int: Are you or not acquainted with the parties to this suit? If yea, how long have you known them and each of them?

Answers: I know them all. Have known almost since birth.

2nd. int: Were you or not acquainted with one Andrew Johnson, formerly of Queen Anne's County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?



Answer: ~~I was. He is dead.~~ I was not.  
I was too young when he died to re-  
member him.

3d. int: Did or not the said Andrew Johnson leave real  
estate? If yea describe the same.

Answer: He left a farm on the public road  
from Sidnas shops to Beaver dams  
in the first election district of Queen  
Annis Co. & containing about 248  
acres of land, called Silphomanas Chance.

4th. int: Did or not the said Andrew Johnson leave children?  
If yea, give their names, ages & residences?

Answer: He left the following children, Wm A.  
Johnson, James C. Johnson, John W.  
Johnson, Thos. J. Johnson, & Harrison C.  
Johnson. Harrison C. Johnson is dead  
& so is William A. Johnson. The former  
died about 1873 & the latter about  
1874. All the survivors are over 21  
years of age. John W. Johnson lives  
in Queen Annis Co. Thos. J. Johnson lives  
in Balto. The two last named are the  
only survivors.

5th. int: Did or not the said Andrew Johnson leave a widow?

If yea, state when she is at this time?

Answer: He left a widow Annie Johnson. She died in Queen Anne's Co about 1880.

Qth int: Were you or not acquainted with one Harrison C. Johnson, formerly of Queen Anne's County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: I was. He is dead. He died in Queen Anne's Co, in 1873.

Qth int: Did the said Harrison C. Johnson leave children? If yea, give their names, ages & residences & if he left a widow, state when she is at this time?

Answer: He left one child Sarah Annessa Johnson now Sarah Annessa Biggs the plaintiff in this suit. She lives in Paets. He left a widow, but she has since died.

8th int: Were you or not acquainted with one William C. Johnson formerly of Queen Anne's County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: I was. He is dead. He died in Centerville 2. A. Co. Md about 1874.

9th int: Was the said William A. Johnson married at the time of his death?

Answer: He never was married.

10th int: Did or not the said William A. Johnson have children?

Answer: He did not.

11th int: If in answer to the last interrogatory, you state that the said W<sup>m</sup> A. Johnson left no children, and was never married, state the names, ages and residences of the brothers & sisters, if any, surviving him, & also the name of any brother or sister, if any, who died before he did, & their children, if any, who survived the said W<sup>m</sup> A. Johnson?

Answer: Samuel C. Johnson, John W. Johnson and Thos. J. Johnson survived him. Harrison C. Johnson died about one year before he did & left the Plaintiff in this suit his only child.

12th int: Were you or not acquainted with one Samuel C. Johnson formerly of Queen Anne's County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: I was. He is dead. He died in Queen Anne's Co. in 1891.

13th int: Was or not the said Samuel C. Johnson married at the time of his death? If yea, who is his widow and where does she reside?

Answer:— He was married. His widow, Mary E. Johnson lives in Queen Anne's Co.

14th int: Did or not the said Samuel E. Johnson leave children? If yea, state their names, ages and residences?

Answer: He did. Mary E. Graham formerly Johnson wife of J. A. Graham. She is over 21 years of age lives in Dover, Del. — Rosa Johnson who died about two days ago & was <sup>and intestate</sup> married Lilly Johnson ~~of~~ who is over 21 years of age & lives in D. A. Co.

Carroll Johnson is over 21 years of age & lives in D. A. Co. — Annie Corinne Johnson who is about 19 years of age & lives in D. A. Co. — Florence Johnson about 13 years of age & lives in D. A. Co. & Harry Johnson who lives in D. A. Co. & is about 17 years old.

15th int: Were you or not acquainted with one Andrew Johnson, formerly of Queen Anne's County, son of Samuel E. Johnson? Is he dead, or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: I was. He is dead. He died in D. A. Co. in 1885.

16th int: Was or not the said Andrew Johnson married at the time of his death? If yea, who is his widow and where does she reside?

Answer: He was married. ~~His~~ Cora Loo who

17th. int: Has since intermarried with W. D. Troy, was his widow & lives in Centerville. Did or not the said Andrew Johnson leave children? If yea, state their names, ages and residences.

Answer: He did. Howard Johnson and Mary Johnson. They are both under 21 years of age & live in Centerville.

18th. int: Did either the said Samuel C. Johnson or his father Andrew Johnson, or his brother Wm. A. Johnson, or his son Andrew Johnson leave a last will and testament?

Answer: I have never heard of any.

19th. int: Are you or not acquainted with the real estate mentioned in these proceedings?

If yea, describe the same and give its value in your opinion.

Answer: I am. It consists of a farm in the first election district of L. R. Co. adjoining the lands of C. H. R. Merrick & Jas. C. Wilson & H. S. Merrick, & contains about 248 acres & is worth about Twenty dollars per acre.

20th. int: Can the said real estate be divided amongst the parties interested, without loss or injury? Give the reasons for your opinion in this regard.

Answer: In my opinion & judgment it could



not be divided among the parties entitled according to their respective interests without loss or injury. It would be impossible, when you consider the situation of the farm, the buildings thereon & having to be divided into so many parts. It would materially affect its value, if not practically destroy its value.

Any one part would be practically valueless & all would be seriously damaged.

Examiner's special question: - Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties?

If yes, state the same fully and at large in your answer.

Answer: - I do not.

W. H. Walls

Chas. R. Walls, a witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says: -

Q. Are you or not acquainted with the parties to this suit? If yes, which of them and how long have you known them?



Answer: I know them all for a number of years  
 2nd. int: Were you or not acquainted with one  
 Andrew Johnson formerly  
 of Queen Anne's County?

Answer: I was not.

3d. int: Did or not the said Andrew Johnson leave  
 real estate? If yea, describe the location of same  
 and of what it consisted.

Answer: He left a farm in this County.

4th. int: Did or not the said Andrew Johnson leave child-  
 ren? If yea, name them, their ages and places of  
 residence.

Answer: He left the following children, Wm. A.  
 Johnson, Saml. C. Johnson, John W. Johnson,  
 Thos. J. Johnson, & Harrison C. Johnson.  
 Two of these are now living John W.  
 Johnson over 27 years of age & lives in  
 D. A. Co. & Thos. J. Johnson also over 21  
 years of age & lives in Balto City.

5th. int: Did or not the said Andrew Johnson  
 leave a widow? If yea, state where she is  
 at this time.

Answer: He left a widow Annie Johnson. She died  
 in D. A. Co. about 1880.

6th. int: Were you or not acquainted with one

Harrison C. Johnson formerly of Iowa Prince County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer:- I was. He died in I. A. Co. in 1873.

7th int: Did the said Harrison C. Johnson leave children? If yea, state their names, ages and places of residence, and if he left a widow, where is she at this time?

Answer:- He left one child Sarah Annetta Johnson now Sarah Annetta Biggs - the plaintiff in this suit. She lives in Baers. He also left a widow, who has since died.

8th int: Were you or not acquainted with one Wm. A. Johnson formerly of Iowa Prince County? Is he dead or alive? If alive, where is he at this time? If dead, state when and where he died.

Answer:- I was. He died in Centerville about 1874.

9th int: Was the said William A. Johnson married at the time of his death?

Answer:- He never married.

10th int: Did or not the said William A. Johnson leave children?

Answer:- He did not.

11th. int: In answer to the last interrogatory, you state that the said Wm. A. Johnson, left no children & was never married, state the names, ages & places of residence of the brothers & sisters, if any, survived him & also the names of any brother or sister, if any, who had died, & their children, if any, who survived said Wm. A. Johnson?

Answer: - Samuel C. Johnson, John W. Johnson and Thos. J. Johnson survived him. Harrison C. Johnson died about one year before & left the plaintiff in this suit his only child.

12th. int: Were you or not acquainted with one Samuel C. Johnson formerly of Tazewell County? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: - I was. He died in Tazewell Co. in 1891.

13th int: Was or not the said Samuel C. Johnson married at the time of his death? If yea, who is his widow, and where does she reside?

Answer: - He was married. His widow Mary C. Johnson lives in L.A. Co.

14th. int: Did or not the said Samuel C. Johnson leave children? If yea, state their names, ages and places of residence.

Answer: - He did. Mary C. Graham formerly Johnson wife of Jas. A. Graham, lives in Dover Xc & is over 20 years of age. Rosa Johnson, who died about two days

<sup>infants</sup> ago, & was unmarried. Lilly Johnson, Carroll Johnson who lives in L. A. Co & are over 21 years of age.

Annie Coraine Johnson about 19 years of age & lives in L. A. Co. Florence Johnson about 13 years of age and Harry Johnson about 17 & both live in Iowa Anna Co.

15th int: Were you or not acquainted with one Andrew Johnson formerly of Queen Anne's County, son of Samuel Johnson? Is he dead or alive? If alive, where is he at this time? If dead, when and where did he die?

Answer: I was. He died in L. A. Co in 1885.

16th int: Was or not the said Andrew Johnson married at the time of his death? If yea, who is his widow and where does she reside?

Answer: He was married. Cora Gray who has since remarried with W. D. Gray was his widow, & lives in Centreville.

17th int: Did or not the said Andrew Johnson have children? If yea, state their names, ages and places of residence.

Answer: He did. Howard Johnson & Mary Johnson, both infants under 21 years of age and live in Centreville Md.



18th. int: Did either the said Samuel Johnson, or his father Andrew Johnson, or his brother William A. Johnson, or his son Andrew Johnson leave a last will and testament?

Answer: Never heard of any.

19th. int: Are you or not acquainted with the real estate mentioned in these proceedings? If yea, describe the same and state its value in your opinion.

Answer: I know it well. A farm in the first election district of this County. It adjoins the lands of G. H. Merriam, Jos. C. Wilson & Thos. A. Merriam & contains about 248 acres of land & is worth about 20 dollars per acre.

20th. int: Can the real estate be divided amongst the parties interested without loss or injury? Give the reasons for your opinion in this regard.

Answer: In my opinion & judgment it could not be so divided, considering the number of the parties, the quantity of land and its situation. To divide it would prove material if not

almost total loss or injury to these parties entitled.

Any one part would be practically worthless & all would be seriously damaged.

Examiner's special question. Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties?

If yes, state the same fully and at large in your answer.

Answer: I do not.

Chas. R. Walls

There being no more witnesses to be examined, your examiner herewith returns the original depositions and certifies that he was engaged as examiner for two days and examined two witnesses, making costs herein taxable to plaintiff, as follows:

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

Witness my hand and seal.

J. L. Wilson, Notary Public  
Caldwell



Queen Anne's County, to wit; be it remembered, that on the County ninth day of July in the year Eighteen hundred and eighty, the following Deed was brought to be recorded, to wit;

This Deed made this fourteenth day of July in the year Eighteen hundred and eighty by us, John M. Johnson and Mary O. Johnson, his wife, of Queen Anne's County in the State of Maryland, and Thomas J. Johnson of the City of Baltimore in said State and Ann Johnson, widow of the late Andrew Johnson of said County, but now temporarily residing in said City, witnesses: Whereas one Samuel B. Johnson of said County and State has purchased of each of us, the said John M. Johnson and Thomas J. Johnson, our respective interests and estate in the hereinafter described real estate, the same aggregating one undivided moiety, paying each of us therefor the sum of Three hundred dollars, and has also purchased of me, the said Ann Johnson as the widow aforesaid, all the dower or right of dower in said real estate at and for the sum of One hundred and twenty dollars; Now, therefore, in consideration of the foregoing premises and the sum of five dollars, we the said John M. Johnson and Mary O. Johnson, his wife, Thomas J. Johnson and Ann Johnson, do hereby grant and convey unto the said Samuel B. Johnson his heirs and assigns,

in fee simple, all the undivided interest, estate, right and title of us, the said John M. Johnson and Thomas J. Johnson, being an undivided interest and estate, right and title of one half, and all the dower or right of dower of me, the said Ann Johnson as widow of the said Andrew Johnson, of, in and to all that farm or plantation, situate in the first election district of Queen Anne's County aforesaid on the public road leading from Peters Shop to Beaver Dams now called Ingleside, which belonged to the late Andrew Johnson, and which is composed of tracts parts of tracts, or parcels of land called "Highmans Chance Corrected Resurveyed," "Highmans Chance Resurveyed" and "Goms Honey Enlarged" and is contained in the metes and bounds, courses and distances following; Beginning at a stone standing in the place of the original white oak bound tree, the beginning of a tract of land called "Friendship" and also the original beginning of "Highmans Chance, and running from thence south eighty-three degrees forty-five minutes East twenty seven and five tenths perches, thence north forty one degrees East thirty five perches, thence north sixty six degrees fifteen minutes West twenty five perches, thence north twenty degrees fifteen minutes West thirty two perches, thence north seventy five degrees fifteen minutes West seventeen perches, thence north twenty nine degrees West fifty two perches, thence north, thirty-eight degrees fifteen minutes West sixty perches, thence south eighty-nine degrees forty five minutes West one hundred

and ninety seven perches, thence south ten degrees East  
 forty and six tenths perches, thence south thirty eight de-  
 grees forty five minutes East one hundred and six perches,  
 thence south forty six degrees forty five minutes East  
 thirty two perches, thence south nine degrees East ten  
 perches, thence south seventy two degrees thirty minutes  
 East forty nine perches, thence north twenty four degrees  
 thirty minutes East forty nine perches, thence south  
 seventy five degrees thirty minutes East one hundred  
 and one perches and seven tenths of a perch, and thence  
 north forty three degrees forty five minutes East thir-  
 teen perches to the place of beginning aforesaid, con-  
 taining two hundred and forty eight acres, seventeen  
 perches and eighty five one hundredths of a perch of land,  
 more or less; it being the same land which descended  
 unto the said Thomas J. Johnson and John W. John-  
 son from their father, the late Andrew Johnson, and  
 their brother the late William A. Johnson, of said  
 County deceased; and we the said John W. Johnson  
 and Thomas J. Johnson do hereby covenant that  
 we will warrant generally and specially the prop-  
 erty hereby conveyed, and that we will execute  
 such further assurances of said land as may be  
 requisite. — Witness our hands and seals,

Test. as to John W. & Mary E. Johnson	John W. Johnson	<i>[Signature]</i>
— Mr. B. Newton	Mary E. Johnson	<i>[Signature]</i>
Test. as to Thomas J. & Anna Johnson	Thomas J. Johnson	<i>[Signature]</i>
— Mrs. Bone	Anna Johnson	<i>[Signature]</i>

State of Maryland, Queen Annes County, to wit;

I hereby certify, that on this fourteenth day of July in the year Eighteen Hundred and eighty, before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Annes County personally appeared John W. Johnson and Mary E. Johnson his wife, and did each acknowledge the foregoing Deed to be their respective act.

W. R. Newton J. P.

State of Maryland, Baltimore City, to wit;

I hereby certify, that on this sixteenth day of July in the year Eighteen Hundred and Eighty, before the subscriber a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, personally appeared Thomas J. Johnson and Ann Johnson, and did each acknowledge the foregoing Deed to be their respective act.

Wm. Bone J. P.

State of Maryland, Baltimore City, to wit;

I hereby certify that William Bone, Esquire, before whom the annexed acknowledgments were made, and who has thereto subscribed his name was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore duly commissioned and sworn.



Place for  
the seal of the  
Superior Court  
Balto.

In Testimony whereof, I hereto  
set my hand and affix  
the seal of the Superior Court  
of Baltimore City, this 16<sup>th</sup>  
day of July A. D. 1880.

H. A. Provost, Clerk,  
of the Superior Court of Baltimore City.

State of Maryland, Queen Anne's County, Sit;  
I hereby certify, that the foregoing is truly taken  
and copied from Liber of Mt. N. 11, folios 1089e, one  
of the Land Record Books for Queen Anne's  
County.



In Testimony whereof, I hereto  
subscribe my name and the  
seal of the Circuit Court  
for Queen Anne's County  
affix this 17<sup>th</sup> day of Decem-  
ber A. D. 1891.

Wm. Dever, Clerk,  
Circuit Court for Queen Anne's County.

Filed July 12, 1893

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

Sarah A. Biggs, formerly Sarah A.  
Johnson, by her husband and  
next friend Samuel M. Biggs  
Plaintiffs

vs.

John W. Johnson and others  
Defendants

Cause No. 1056

It is admitted in this cause,  
1. That the interest of the plaintiffs father, the  
late Harrison b. Johnson in the real estate  
mentioned in these proceedings was sold  
on September 28<sup>th</sup> 1895, under a Decree of  
the Orphans Court for Queen Anne's County,  
in the case therein of Samuel b. Johnson  
Administrator of William A. Johnson, against  
the said Nettie b. Johnson, who is in truth  
and in fact, the plaintiff in this suit, to  
pay the debts of the said Harrison b. John-  
son, unpaid by his personal estate  
2. That at said sale, the said Samuel b.  
Johnson, became the purchaser of the un-  
divided interest of said Harrison b. Johnson  
in said real estate, and the sale being duly  
reported to said Court, has heretofore been  
finally ratified and confirmed, and while  
the said Samuel b. Johnson never in his



life time, obtained a deed for said interest, yet, the same was his property, and descended to his heirs at law.

3. That the only interest the plaintiff has in said real estate is an undivided one-twentieth, acquired as one of the heirs of the late William A. Johnson, who had an undivided one-fifth in said real estate.

4. That the said Samuel B. Johnson was, in his life time seized or possessed of the undivided nineteen-twentieth of said real estate, and at his death, the same descended to his heirs at law.

*W. M. Heston*  
*Attorney for Plaintiff*  
*W. E. Brown*  
 J. B. & E. H. BROWN  
*Attorneys for Defts*

Filed July 20, 1893

Biggs v  
 Johnson v  
 O. C. for Q. A. Len  
 in Equity  
 No 1056

It is agreed that the above case  
 shall be submitted for decree forthwith  
 without argument.

J. H. Keating  
 Solicitor for Complainant  
 J. P. A. Alderson  
 Solicitor for Defendants.  
 W. W. Bunker  
 Guardian ad litem

Filed July 22, 1893

Biggs & Co.                    } In the Circuit Court  
                                       } for Queen Anne's  
                                       } County, in Equity.  
                                       } No. 1056 Chancery  
 vs.                                 }  
 Johnson & Co.                 }

This cause standing ready for hearing, and being submitted without argument, the proceedings were read and considered.

It is thereupon, this 25<sup>th</sup> day of July in the year eighteen hundred and ninety-three, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold for the purpose of partition between the parties.

That R. Palmer Keating & Edwin A. Brown be and they are hereby appointed trustees to make said sale, and that the course and manner of their proceedings shall be as follows; they shall file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by the said Clerk, in the penalty of Ten Thousand Dollars conditioned for the faithful performance of the trust reposed in them by any future decree or order in the

premises; they shall then proceed to make the said sale having given at least three weeks notice by advertisement, inserted in some newspaper printed in Centreville, and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be one-fourth of the purchase money cash, and the balance in three equal instalments in one, two and three years, from the day of sale, the deferred or credit payments to bear interest, and to be secured to the satisfaction of the trustees, and as soon as may be convenient after such sale or sales, the said trustees shall return to this Court, a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of such sale or sales; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustees shall, by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, the property to him, her, or them sold, free, clear and discharged from all claim of



the parties hereto, plaintiffs and defendants, or those claiming by, from or under them, or either of them; and the said trustees 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 trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

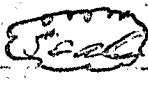
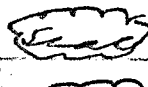
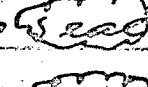
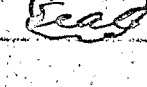
Frederick Stump

Filed July 25, 1893

Know all men by these presents that  
 we B. Palmer Treating, Edwin A. Brown,  
 Thomas Treating and John B. Brown,  
 of Queen Anne's County, in the state  
 of Maryland, in the full and just  
 sum of Ten Thousand Dollars current money,  
 to be paid to the said state of  
 Maryland, or its certain Attorney;  
 to which payment well and truly  
 to be made and done, we bind  
 ourselves and each of us, our and  
 each of our heirs, executors, and  
 administrators, jointly and severally,  
 firmly by these presents. Sealed  
 with our seals, and dated this  
 22<sup>nd</sup> day of August in the year eight  
 teen hundred and ninety three  
 Whereas, by a decree of the Circuit  
 Court for Queen Anne's County, in  
 Equity, bearing date on the 25<sup>th</sup>  
 day of July eighteen hundred and  
 ninety three and passed in a cause  
 in said court, wherein Sarah A.  
 Biggs and others are complainants,  
 and John W. Johnson and others are  
 defendants, the above named B. Palmer  
 Treating and Edwin A. Brown have been  
 appointed trustees to make sale of  
 certain real estate in the proceedings



in said circumstances.  
 Upon the condition of the above obligation  
 is made, that if the above named  
 B. Palmer, Hastings and Edwin H. Brown  
 do, and shall, well and faithfully per-  
 form the above trust referred in  
 them by said decree, or that way  
 be referred in them by any future  
 decree or order in the premises, then  
 the above obligation to be void,  
 otherwise to remain in full  
 force and virtue in law.

Wit: - Thos. Hastings,   
 Edwin H. Brown,   
 Thos. J. Hastings,   
 John B. Brown, 

Security approved and bond filed, August 22, 1893.

LEMUEL DUNBRACCO, Clerk  
 Circuit Court for Queen  
 Anne's County.

In the Circuit Court for Queen Anne's County in Equity  
Sarah A. Biggs, formerly Sarah A. Johnson,  
by her husband and next friend Samuel M.  
Biggs, Plaintiff.

<sup>113</sup>  
John W. Johnson and others, Defendants.  
Cause No 1056

To the Honorable the Judges of said Court:  
The Report of B. Palmer Keating and Edw.  
N. Brown, Trustees, appointed by the decree in  
this cause, to make sale of certain real estate  
mentioned, shows: That after giving bond with  
security for the faithful discharge of their trust, as  
required by said decree, and giving notice of the  
time, place, manner and terms of sale by advertisements  
in the Centerville Observer, a newspaper printed  
at Centerville in Queen Anne's County, State of Maryland,  
for at least three successive weeks before the day of  
sale, and also by advertisements in the Centerville  
Record another paper printed and published in  
said County, they did pursuant to said notice  
attend in front of the Court House Door at  
Centerville in said County on Tuesday the 22<sup>nd</sup>  
day of August 1893, at three o'clock P.M., and  
then and there proceeded to sell said real  
estate, to wit:

In the first place your Trustees offered at public  
sale to the highest bidder, all that farm, or tract

of land, where the late Samuel L. Johnson, resided at the time of his death, situate on the Public Road from Tilghman's Station on the Q. A. and K. Railroad to Dykesville in said County, in the First Election District, composed of parcels of land called "Tilghman's Chance Corrected", "Tilghman's Chance Corrected Resurveyed", and "Tom's Fancy Enlarged" and advertised as containing two thousand and forty eight acres and seventeen and eighty five hundredths perches, and sold the same to James A. Graham of Dover, Delaware, he being then and there the highest bidder therefor at and for the sum of seventeen dollars per acre for the actual contents thereof to be ascertained by survey; that they have since had said lands surveyed and thereby ascertained the actual contents of same to be two thousand and twelve acres and thirty eight perches of land, which at the price per acre aforesaid, makes the total purchase money therefor three thousand six hundred and eight dollars and three cents; and they have received of said James A. Graham the sum of three thousand dollars in part of said purchase money, and his written agreement that he would fully comply with said terms of sale after the survey and the final ratification of said sale, which terms were one fourth of the purchase money in cash, and balance in three installments of one, two and three years from day of sale leaving interest from said date, secured by bonds or notes of purchaser with sureties approved by the Trustees.

Which is respectfully submitted.

B. Palmer Keating  
Edwin Brown  
Trustees

State of Maryland, Queen Anne's County, to wit; I hereby certify that on this fourteenth day of December 1893 before the undersigned a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared the within named B. Palmer Keating and Edwin H. Brown, Trustees, and made oath on the Holy Evangelists of Almighty God that the matters and things stated in the foregoing Report are true to the best of the knowledge and belief of each of them, and that the sale therein reported was fairly made.

207 P. 4, 678 B

R. Goldsborough J.P.

Sarah A. Biggs, formerly Sarah A. Johnson by her husband and next friend Samuel M. Biggs, Plaintiff

In the Circuit Court for Queen Anne's County in Equity. Cause No. 1058

vs  
John W. Johnson and others, Defendants.

Ordered this 14<sup>th</sup> day of December 1893, that the sale of real estate made and reported in the above cause by B. Palmer Keating and Edwin H. Brown, Trustees therein be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15<sup>th</sup> day of February 1894; provided a copy of this order be inserted in some paper printed and published in Queen Anne's County, State of Maryland once in each of three successive weeks before the 15<sup>th</sup> day of January 1894.

The Report states the amount of sales to be \$3608.03.

Filed December 14, 1893

M. H. Cecil, Clerk.



Sarah A. Biggs, formerly Sarah E. Johnson by her husband and next friend Samuel M. Biggs, Plaintiff  
 In Circuit Court for Queen Anne's County in Equity  
 Case No 1056

John M. Johnson & others, Defendants

Ordered this 19<sup>th</sup> day of March in the year eighteen hundred and ninety four by me John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that the sales made and reported in the foregoing case as per within report, be, and the same be hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order. The Trustee was allowed the usual commissions and all expenses not personal.

J. M. Robinson

Filed March 20 1894

We Hereby Certify, That the annexed advertisement was inserted in THE CENTREVILLE RECORD, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of <sup>three</sup> successive weeks before the <sup>15th</sup> day of <sup>January</sup>, 1894 (making

*four insertions.* *Robt H Smith*

Editors and Publishers of the Centreville Record.

*Filed March 19, 1894*

ORDER NISI.

SARAH A. BIGGS, FORMERLY SARAH A. JOHNSON, BY HER HUSBAND AND NEXT FRIEND, SAMUEL M. BIGGS, PLAINTIFF,

vs.

JOHN W. JOHNSON AND OTHERS, DEFENDANTS.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 1053.

ORDERED, this 14th day of December, 1893, that the sale of the real estate made and reported in the above cause by B. P. Keating and Edwin H. Brown, trustees therein, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of February, 1894; provided a copy of this order be inserted in some newspaper published and printed in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 15th day of January, 1894. The report states the amount of sales to be \$3,003.61.

True copy. WM. H. CECIL, Clerk.  
Decl 14th Test:—WM. H. CECIL, Clerk.



In the Circuit Court for Queen Anne's County in Equity,  
 Sarah A. Biggs, formerly Sarah A. Johnson  
 by her husband and next friend Samuel  
 M. Biggs Plaintiff

vs  
 John W. Johnson & others Defendants.  
 Cause No. 1056

I, Mary E. Johnson, Widow of Samuel C. Johnson  
 deceased, late of said County, do hereby agree that the  
 real estate of the said deceased sold in the above  
 Cause shall be sold, and held by the Purchaser thereof,  
 in pursuance of the Decree of said Court, free from any  
 incumbrances of any kind therein, and that in lieu thereof  
 I will accept such proportion of the proceeds of said  
 real estate as the Court shall adjudge to be reasonable;  
 and I further admit that I am indebted in the execution of  
 a Mortgage from said Samuel C. Johnson to James H.  
 Graham for \$1500.00 and interest by assignment &c.  
 Witness my hand and seal

Test:  
 Jas. H. Graham  
 Mary E. Johnson (Seal)

State of Maryland, Queen Anne's County, to wit:  
 I, hereby certify that on this thirteenth  
 day of March 1894 before the subscriber a Justice  
 of the Peace of the State of Maryland in and for Queen  
 Anne's County personally appeared, Mary E. Johnson widow

and made oath on the Holy Evangelists of Almighty God  
 that she was born on the 30<sup>th</sup> day of November 1834.  
 and that she was in good health on the 22<sup>nd</sup> day of  
 August 1893, the date when said Property was sold.

A. K. W. J. J. J.

In the Circuit Court for Queen Anne's County, in Equity,  
 Sarah A. Biggs formerly Sarah A. Johnson by  
 her next friend and husband Samuel W.  
 Biggs, Plaintiff

vs.  
 John W. Johnson, and others, Defendants.  
 Cause No 1056.

To the Honorable the Judges of said Court:  
 Your petitioner James A. Graham,  
 petitioning says:

- 1<sup>st</sup> That although the real estate was sold in this cause  
 for the purpose of partition, the shares of the said  
 sales otherwise coming to the heirs at law of said  
 Samuel L. Johnson deceased by reason of descent  
 from him, as he died intestate, should first be  
 applied in paying the debts of said Samuel L. Johnson  
 after the application of his personal estate thereto.
- 2<sup>nd</sup> That letters of administration on said personal estate  
 were by the Orphan's Court for Queen Anne's County  
 granted unto James E. Graham and James A. Graham,  
 who fully administered the same, and overpaid the same,  
 as will fully appear by their Second and Final account  
 of said administration herewith filed, marked  
 Exhibit G. No. 1 as a party hereto.
- 3<sup>rd</sup> That said Samuel L. Johnson was indebted unto  
 Ann Amie C. Willson for money loaned on his promissory  
 note dated June 29<sup>th</sup> 1882, at three years for \$500.00  
 and for the interest to accrue thereon during said three

years by six other notes of same date, each for \$45.00 and maturing at intervals of six months, which were secured by a mortgage from said Samuel L. Johnson and wife on the property sold in this cause.

4<sup>th</sup> That said principal note and the last two interest notes, (the other interest notes having been paid otherwise) were paid by said petitioner, and the same and the said mortgage were transferred to him, and the files herewith said notes marked Exhibit G. No. 2, Exhibit G. No. 3, Exhibit G. No. 4, and a certified copy of said mortgage and assignments marked Exhibit G. No. 5 as a part thereof.

5<sup>th</sup> That no part of said notes have ever been paid, but that same, and the subsequent interest accruing on same, are due and owing unto said petitioner by said intestate, and he has a specific lien on said Intestate's share of said real estate, and the sales of the same, for the payment thereof by virtue of the security by said mortgage afforded, and same after paying costs and expenses should be first applied in payment thereof.

6<sup>th</sup> That said Intestate was in his life time indebted unto said petitioner on Note dated May 11<sup>th</sup> 1891 at six months in the sum of \$400.00 with interest from date, and which was not included in the claims paid out of said personal estate, or included in the allowances thereout, but that same and interest are still due and owing

now petitioner, who files herewith said Note marked Exhibit G. No 6 as a fact thereof.

7<sup>th</sup> That said administrators are entitled, after the payment of said specific lien, to have the aforesaid overpayment of personal estate share or participate with any other creditors of said Samuel L. Johnson, in the application of said sales to the payment of his debts and said overpayment.

8<sup>th</sup> And that now petitioner makes this petition as well for herself as all other creditors of the late Samuel L. Johnson, who will come in and contribute to the expenses of said

To the end therefore

1<sup>st</sup> That so much of said net sales as may represent the share or interest of said Samuel L. Johnson, deceased, as may be necessary, therefore, may be subjected under the order of this court to the payment unto now petitioner the amount due and owing him as a specific lien as aforesaid, and then to the payment of any other creditors or indebtedness of the said Samuel L. Johnson deceased, existing at the time of his death, including said overpayment of the personal estate aforesaid.

2<sup>nd</sup> That another order may be passed to be served on the said James C. Graham and James A. Graham, administrators of said Samuel L. Johnson, Mary C. Johnson, widow, Mary C. Graham nee Johnson, wife of James A. Graham, Lillie A. Johnson, S. Carroll Johnson, Rosa T. Johnson, Harry C. Johnson and Florence C. Johnson, children of the said Samuel L. Johnson, and A. Norris Johnson and Mary L. Johnson, grandchildren of said Samuel L. Johnson, being children of his son Andrew



who died before his father, only then at law of said Samuel L.,  
 least five of whom are infants under twenty one years of age,  
 notifying them of these proceedings to subject the aforesaid share  
 or interest in said sales to the payment of the specific liens or claims  
 of said petitioners, and the other creditors or debts aforesaid of said  
 Samuel L. Johnson, and warning them to be and appear in this  
 court on some certain day, to be therein named to show cause,  
 if any they have, why a final and absolute order shall not be  
 passed to effectuate said purposes.

- 3<sup>rd</sup> That another order may be passed giving notice to the creditors  
 of the said Samuel L. Johnson, deceased, by publication of the  
 object and purpose of this petition, by requiring them to file their  
 claims with the vouchers in the office of the Clerk of the Circuit  
 Court for Queen Anne's County on or by a time to be named therein.  
 4<sup>th</sup> And that said petitioners may have such further or other relief  
 as his case may require.

May it please your Honors to pass the orders  
 aforesaid, and direct such other proceedings as may be right  
 and proper in the premises: And as in duty bound.

J. B. W. A. Brown  
 Solicitor for Petitioners.

It is kindly agreed that the order prayed and the  
 service of same, is waived as to said James E. Graham and James  
 A. Graham, administrators of said Samuel L. Johnson, deceased, Mary  
 E. Johnson, widow, Mary E. Graham, Lellie A. Johnson and S. Bernard  
 Johnson, adult defendants aforesaid.

William Emory  
 Solicitor for parties in cause.

In the Circuit Court for Queen Anne's County, in Equity  
 Sarah A. Biggs formerly Sarah A. Johnson (by  
 her next friend and husband Samuel M. Biggs  
 Plaintiff.

vs  
 John W. Johnson and others, Defendants

Cases No 1056.

Ordered this 19<sup>th</sup> day of August 1895 by and with John W.  
 Robinson, Chief Judge of the Circuit Court for Queen Anne's  
 County in Equity, that the parties to be named in the order  
 following this order, (the other parties against whom same was  
 prayed having waived the necessity of said order and its service,  
 he notified of the objects and purposes of this Petition by  
 the service of the same on them according to the provisions  
 of same; and that the proceedings in this cause as to the share  
 or interest of said sales of said Samuel L. Johnson, deceased,  
 with its due proportion of interest, be and the same are hereby  
 converted in proceedings for the payment of the debts of the  
 said Samuel L. Johnson deceased owing to said petitioner  
 as aforesaid and to his other creditors, unless good cause  
 to the contrary be shown by any of the parties respondent,  
 or against whom said order was prayed, or claimed in said order,  
 on or before the 2<sup>nd</sup> day of September 1895: and that the  
 creditors of said Samuel L. Johnson, deceased, be notified  
 of the objects and purpose of these proceedings by being notified  
 to file their claims against said deceased with the proper  
 vouchers by the publication of the second order following  
 this order, as therein directed.

Wm. M. Robinson

Filed August 19, 1895



In the Circuit Court for Queen Anne's County in Equity:  
 Sarah A. Biggs formerly Sarah A. Johnson by her  
 next friend and husband Samuel M. Biggs, Plaintiff

vs  
 John W. Johnson and others, Defendants

Ordered this 19<sup>th</sup> day of August 1895 by the Circuit  
 Court for Queen Anne's County in Equity and by the authority  
 of said Court, that Cora T. Johnson, Harry C. Johnson and  
 Norman E. Johnson, three infant children of Samuel C. Johnson  
 and A. Norma Johnson and May L. Johnson, two grand children  
 of said Samuel and also infants, of the heirs at law of said  
 Samuel C. Johnson, (the other heirs and parties against whom orders  
 were prayed having waived same and the service thereof,) be  
 and they are hereby notified that application has been made  
 by the Plaintiff in the above cause to convert the proceedings  
 therein as to the share or interest in the real estate  
 representing Samuel C. Johnson's share or interest therein, after the  
 costs and expenses thereof, into proceedings ~~proceeding~~ for the  
 payment of the debts of said Samuel C. Johnson, deceased, unto  
 said Plaintiff and his other creditors, according to their legal  
 preferences or priority, and that they appear in this Court and  
 answer the said Petition and show cause, if any they have,  
 why or before the 2<sup>d</sup> day of September 1895, why relief should not  
 be granted as prayed; provided a copy of this order be served on  
 the aforesaid parties hereinbefore named on or before the 26<sup>th</sup> day  
 of August 1895.

M. M. Robinson

Ordered August 19, 1895

Filed August 19. 1895

In the Circuit Court for Queen Anne's County in Equity,  
Sarah A. Biggs vs. Plaintiff

John M. Johnson and others, Defendants.  
Case No 1056.

Ordered this 19<sup>th</sup> day of August 1895 by one, John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that the creditors of Samuel B. Johnson, deceased, be and they are hereby notified to file their claims against the said Samuel B. Johnson, deceased, with the proper vouchers annexed thereto in the Clerk's office in the Circuit Court for Queen Anne's County, State of Maryland on or before the 20<sup>th</sup> day of October 1895; and that a copy of this order be inserted in some newspaper printed and published in Queen Anne's County aforesaid once a week for three successive weeks before the 20<sup>th</sup> day of September 1895.

Jno. M. Robinson

## Administration Account:

Queen Anne's County. Ct.

The second and final account of James  
E. Graham and James A. Graham  
Administrators of Samuel E. Johnson deced.

These accountants charge themselves with  
the residue of the personal estate of their  
decedent as follows

To amount due from first account as per  
same appears. to wit \$ 2573.74

To amt of additional separate debt as  
per list of same appears. to wit \$ 2.06

Total residue personal estate \$ 2575.80

And these accountants pray to be allowed  
for the following payments and disbursements  
: viz:

- |    |  |    |         |
|----|--|----|---------|
| 1. | For cash paid by these accountants to John Buchanan as per account proved appears receipt to wit             | \$ | 49.38   |
| 2  | For cash paid by these accountants to W. W. Porter. as per note proved appears receipt to wit                | \$ | 64.60   |
| 3  | For cash paid by these accountants to Mrs W. Johnson. Adm: of Ann Johnson. as per note proved receipt to wit | \$ | 467.10  |
| 4  | For cash paid by these accountants to A. Cora Troy formerly Johnson as per note proved appears to wit :      | \$ | 1074.40 |
| 5  | For cash paid by these accountants to Fred. K. Hall. as per account proved. appears. receipt. to wit:        | \$ | 13.98   |
| 6  | For cash paid by these accountants to W. J. Hollander. as per account proved appears to wit:                 | \$ | 2.83    |
| 7  | For cash paid by these accountants to P. P. Mast Co. as per bill & receipt. appears. receipt. to wit:        | \$ | 17.05   |

amt carried forward

\$ 1689.34



	Amount brought forward	\$	1689.34
8	For cash paid by these accountants to W. R. Newton. as per note proved appears receipted to wit!	\$	88.99
9	For cash paid by these accountants to Jas. Merrick. Jr. as per account proved appears receipted to wit!	\$	21.10
10	For cash paid by these accountants to E. J. Valliant. as per account. proved. Appears. receipted. to wit	\$	11.96
11	For cash paid by these accountants to R. G. Chase & Co. as per bill & receipt appears to wit!	\$	3.78
12	For cash paid by these accountants to W. A. Alberger. as per receipt appears receipted to wit	\$	12.94
13	For cash paid by these accountants to Pere J. Forman. as per account proved. appears. receipted. to wit!		80.
14	For cash paid by these accountants to Samuel Cohey. as per account proved. appears to wit!	\$	4.98
	Amt carried forward.	\$	1833.83

	Amount brought forward	\$	1833.83
15	For cash paid by these accountants to W. H. Norris. as per account proved appears. receipted. To wit!	\$	8.56
16	For cash paid by these accountants to Edw. G. Walls. as per account proved appears. receipted. To wit!	\$	8.71
17	For cash paid by these accountants to Nathaniel Satterfield as per account proved. appears. receipted. To wit!	\$	2.77
18	For cash paid by these accountants to F. A. Coakran. as per account proved appears. receipted. To wit!	\$	3.17
19	For cash paid by these accountants to C. W. Woodall. as per account proved appears. receipted. To wit!	\$	11.61
20	For cash paid by these accountants to B. Wilson & son as per account proved. appears. receipted. To wit!	\$	41.06
21	For cash paid by these accountants to Charles J. Reichel as per account proved. appears. receipted. To wit!	\$	18.14
	Amount carried forward	\$	1927.85



	Amount brought forward	\$	1927.85
22	For cash paid by these accountants to George W. Davis. as per account proved. appears. receipted to wit!	\$	19.43
23	For cash paid by these accountants to J. W. W. Woodford. as per note proved appears. receipted. to wit!	\$	33.82
24	For cash paid by these accountants to Benjamin Wilson as per note proved appears. receipted. to wit!	\$	180.21
25	For cash paid by these accountants to Feademans & Earle. as per note proved. Appears. receipted to wit!	\$	261.12
26	For cash paid by these accountants to Feademans & Earle. as per acct. proved. appears. receipted. to wit :	\$	228.99
27	For cash paid by these accountants to Samuel Hynson. as per acct. proved appears. receipted to wit!	\$	2.14
28	For cash paid by these accountants to M. Walls. as per receipt. appears. receipted. to wit!	\$	1.31
	Amount carried forward	\$	2655.10

	Amount-brought forward	\$	2655.10
29	For cash paid of J. Miller Thomas by these accountants. as per acct. proved. appears. receipted to wit:	\$	4.66
30	For cash paid by these accountants to Mrs. W. Johnson. as per note proved appears. receipted. to wit:	\$	72.16
31	For cash paid by these accountants to Carroll Johnson as per account proved. appears. receipted. to wit:	\$	63.57
32	For cash paid by these accountants to Mary J. Garthrop. as per account proved. appears. receipted to wit:	\$	2.64
33	For an allowance to these accountants to retain to pay J. B. & E. C. Brown. attys as per bill appears receipted. to wit:	\$	75.00
34	For an allowance to these accountants to retain to pay Finley Roberts Register of Wills for recording Special debts as per bill appears receipted to wit:	\$	1.15
	Amount-carried forward	\$	2874.28

Amount brought forward	\$	2872.28
For an allowance to retain to pay Register for stating this account recording &c	\$	13.80
For an allowance to retain to pay the probated acct. of Jas. E. Graham, one of the administrators, as per bill appears to wit.	\$	3.00
For cash paid by these accountants to E. H. Brown, as per note proved, appears. To wit:	\$	61.44
To 10% commission on \$206 being amt. of additional assets.	\$	.21
For 4% coms. on \$4157.73 additional coms. making 10% in all 6% having been allowed in 1 <sup>st</sup> acct.	\$	166.31
		<hr/>
Amt. of Disbursements	\$	3119.04
Amt. of assets	\$	2575.80
Amt over paid Estate	\$	543.24

State of Maryland,  
Queen Anne's County, } Set:

Then came James E. Graham & James A. Graham  
Administrators of Saml. C. Johnson deceased,

and made oath on the Holy Evangely of Almighty God that the foregoing Administration  
Account is just and true as stated, to the best of their knowledge and belief.

Sworn before

Finley Roberts

Register of Wills for Queen Anne's County.

In the Orphans' Court for Queen Anne's County.

March 13 - 1892

The foregoing Adm. acct. was duly Examined and Approved by Court, and  
same ordered to be received, filed and recorded.

Finley Roberts

Register of Wills.



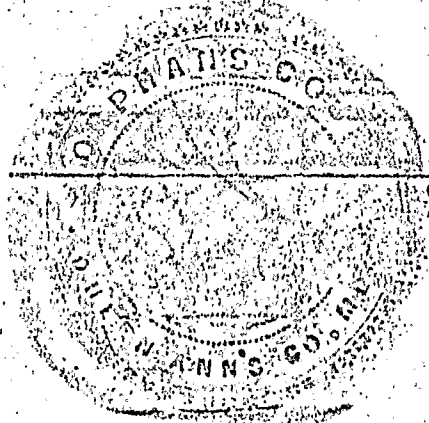
State of Maryland,  
Queen Anne's County, } Srt:

The Register of Wills in and for Queen Anne's County aforesaid doth hereby certify that

*That the foregoing is a true copy  
of the Administration account-estate  
of Samuel C. Johnson deceased.*

as will fully appear from Liber *F. R.* No. 1 Folio 164-167 a Record Book of

*Administration* <sup>Acct</sup> in the Orphans' Court for said County.



In Testimony Whereof, I hereto subscribe my name and the Seal of the  
Orphans' Court attach this *16<sup>th</sup>* day of *August*  
eighteen hundred and *ninety five*

*Trinley Roberts*

Register of Wills.

Filed August 17, 1895



*Centreville, Md, June 20<sup>th</sup> 1882*

*Three years* ~~months~~ after date, I promise to pay  
to the order of *Annie E. Willson* the  
*Sum of Fifteen Hundred* <sup>00</sup>/<sub>100</sub> Dollars  
at THE CENTREVILLE NATIONAL BANK OF MARYLAND,  
Value Received. And if not paid when due, I promise and agree to  
pay all costs and charges for collecting same.

*Sam'l. C. Johnson*

*Due, Mortgage*

For endorsement that appears on the back of above note see next page.

*Inglewade, Md. 30<sup>th</sup> June 1890*

*Eighteen* Months after date, I promise to pay to  
the order of *Annie E. Willson*  
*Forty five* <sup>00</sup>/<sub>100</sub> Dollars,  
At The Centreville National Bank of Maryland.  
Value received.

*Sam'l. C. Johnson*

*Due 5-684 Mortgage*

No. *4967*  
\$ *45-*  
Due, *Dec 30 / 1891*

For endorsement that appears on the back of above note see next page.

*Inglewade, Md. 30<sup>th</sup> June 1890*

*Twenty four* Months after date, I promise to pay to  
the order of *Annie E. Willson*  
*Forty five* <sup>00</sup>/<sub>100</sub> Dollars,  
At The Centreville National Bank of Maryland.  
Value received.

*Sam'l. C. Johnson*

*Due Mortgage*

No. \_\_\_\_\_  
\$ \_\_\_\_\_  
Due, \_\_\_\_\_

For endorsement that appears on the back of above note see next page.

1856

Exhibit B. No. 2

Must receive  
pay to James of Graham  
specie of mortgage  
J. M. Brown  
Attorney for  
Cammie E. Miller

Filed August 17 1894

Filed with returned by  
J. S. Watson Stanley,  
Examined  
Filed June 2, 1896

1856

Exhibit B. No. 3

Copy checked  
J. M. Brown for  
a good return  
CREDIT ACCOUNT OF  
QUEEN, NINE, N. P. B. A. F.  
CENT. EVIL & ME.  
James Rodgers, Cashier.  
Agent of James of Graham  
J. M. Co. William

Filed August 17 1895

Filed with returned by  
J. S. Watson Stanley,  
Examined

Filed June 2, 1896

1856

Exhibit B. No. 4

Must receive  
use of James of  
Graham  
specie of  
mortgage  
J. M. Brown  
Attorney for  
Cammie E. Miller

Filed August 17 1895

Filed with returned by  
J. S. Watson Stanley,  
Examined

Filed June 2, 1896

Duren Annes County, to wit: We  
 it remembered that on the tenth day of July  
 in the year Eighteen hundred and Eighty two,  
 the following Mortgage was brought to be re-  
 corded to wit:

This Mortgage, made this seventh day of  
 July in the year one thousand Eight hundred  
 and Eighty two by Samuel J. Johnson and Mary  
 E. Johnson, his wife, of Duren Annes County, in  
 the State of Maryland, whereas Samuel E.  
 Johnson is indebted unto Annis K. Willson of West  
 County, State of Maryland, in the sum of Fifteen  
 hundred dollars, for cash loaned the 29<sup>th</sup> day of  
 June 1882, secured by seven promissory notes  
 drawn to her order payable at the Centreville Nat-  
 ional Bank of Maryland as follows to wit:  
 One note for principal sum payable three years  
 after date of said loan in the sum of \$1500. and  
 six notes for interest, payable respectively in six,  
 twelve, Eighteen, Twenty four, thirty and thirty  
 six months after the said date, each in the  
 sum of Forty five dollars and seventy five  
 cents with a clause in each to pay costs and  
 commissions of collection if not paid at maturity,  
 and it is proposed to secure said loan by a  
 mortgage now this mortgage witness that in  
 consideration of the premises, and of the sum  
 of one dollar, the said Samuel E. Johnson

We Mary C. Johnson, his wife do grant  
 and convey unto the said Amos C. Willson, her  
 Executors, administrators, and assigns, in full simple,  
 All that tract of land or Farm situate lying and  
 being in Queen Anne's County Maryland, on the  
 Public Road from Dogbridge or Brown Dams to  
 Slighters Shops, adjoining the Lands of C. H. P.  
 Merrick, Joseph C. Willson and others, composed  
 of tracts parts of tracts and parcels of Land, called  
 "Tilghmans Chase Corrected Resurveyed," "Tilghmans  
 Chase Resurveyed" and "Toms Fancy Enlarged" and  
 containing Two Hundred and forty eight acres of  
 seven teen peaches and Eighty five hundredths of  
 a perch of Land more or less, and particularly  
 at Large described by miles and bounds courses  
 and distances in a Deed of conveyance of their  
 interest therein from J. M. Johnson, and others  
 to the said Samuel P. Johnson, dated the 14<sup>th</sup>  
 day of July 1850, and recorded in Lib. J. N.  
 Vol. 11, folio 108 of a Land Record Book  
 for Queen Anne's County, aforesaid to which  
 reference is hereby specially made and which is  
 intended to be incorporated herewith, Together  
 with the buildings and improvements thereupon  
 and the rights, roads, ways, waters, privileges,  
 appurtenances, and advantages thereto belonging  
 or in anywise appertaining Provided that if



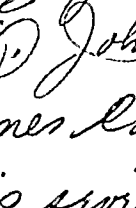


The Said Samuel J. Johnson, his heirs, ex-  
 ecutors, administrators or assigns, shall pay  
 unto the Said Annist. C. Wilson, her executors,  
 administrators or assigns, the said principal  
 sum of Fifteen Hundred dollars in accordance  
 with the tenor of the aforesaid principal prom-  
 issory note, and the interest thereon as provided  
 by the aforesaid six interest promissory notes  
 given for same, and shall perform all the covenants  
 herein on his or 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  
 Samuel J. Johnson his heirs or assigns shall possess  
 the aforesaid property upon paying, in the mean-  
 time, all taxes and assessments of every kind, levied or  
 assessed or to be levied or assessed, on said hereby mort-  
 gaged property, and on the mortgage debt, and interest  
 hereby intended to be secured, which taxes and assess-  
 ments mortgage debt and interest, and attorney com-  
 missions (which said taxes, and assessments, and at-  
 torney commissions are hereby made a lien on the hereby  
 mortgaged Real Estate) the said Samuel J. Johnson  
 for himself his heirs, executors, administrators, and  
 assigns, do hereby covenant to pay when legally  
 demandable. But in case default be made in the  
 payment of the Mortgage debt aforesaid, when  
 as payable, or the interest, which shall accrue,  
 on any part of either one of them or in any



agreement, covenant or condition of this  
 Mortgage, and the same shall continue for the  
 space of sixty days thereafter then the entire  
 Mortgage debt intended to be hereby secured  
 shall be deemed due, and demandable, and the pre-  
 sents are hereby declared to be made in Trust and  
 it shall be lawful for the said Annis E. Willson  
 his Executors, administrators, and assigns or  
 John B. Brown and Edwin A. Brown or the sur-  
 vivor of them here and their hereby duly con-  
 stituted attorneys or agents are and is by these  
 presents authorized and empowered, at any time  
 after such default, to sell the property hereby mortgaged  
 in so much thereof as may be necessary to satisfy  
 and pay said Mortgage debt, interest and costs 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 at least twenty  
 days notice of the time, place, manner, and terms of  
 sale in some newspaper published once a week for  
 three consecutive weeks in Town James County,  
 aforesaid and in the event of a sale of said prop-  
 erty 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 commissions allowed. Trustee. 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 mortgagor her personal representatives and assigns this Mortgage whether the same shall then mature or not, and the interest (if any thereof) shall be paid to the said Mortgagor his personal representatives or assigns, or to whomever may be entitled to the same. and the said Samuel J. Johnson for him self his executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured, the improvements on the hereby mortgaged land to amount of at least the insurable value thereof, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Anne C. Willson her executors, administrators or assigns to the extent of her or their lien or claim hereunder. Witness ~~my~~ hand and seals.

Test: W. R. Newton  Saml. J. Johnson   
 Mary C. Johnson 

State of Maryland Queen Annes County, town  
 I hereby certify, that on this seventh day  
 of July in the year one thousand eight  
 hundred and eighty two before the subscribers

a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Samuel P. Johnson Mary C. Johnson his wife, and each acknowledged the foregoing Mortgage to be their respective act:

W. R. Newton, J. P.

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


I hereby certify that on this 10<sup>th</sup> day of July in the year 1882, before me the subscriber, a Justice of the Peace of the State in and for the county aforesaid, personally appeared John B. Brown agent for Annie E. Wilson, the within named Mortgagee, and made oath in due form of law, on the Holy Evangelist of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide, so therein set forth, and further made oath as aforesaid that he is the agent of said Annie E. Wilson, and by her duly authorized to make the aforesaid affidavit as to the truth and bona fides of the consideration in said Mortgage set forth.

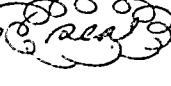
Richard C. Fessenden, J. P.  
Queen Anne's County, to-wit: I do hereby remember that on the seventeenth day of August in the year One Thousand eight hundred and eighty eight the following agreement was brought to be recorded, to-wit:

Whereby, agree that the time of a Mortgage dated 7<sup>th</sup> July 1882, and recorded in Liber S. L. D. No. 1, folios 534 &c. a Land Record Book of Queen Annes County, state of Maryland, shall be further extended for the period of two years from 29<sup>th</sup> June 1888. Said Samuel P. Johnson having given to Annis E. Wilson four Extension interest notes of 6-12-18 & 24 from 29 June 1888, in consideration of said extension.

Witness their hands and seals this 7<sup>th</sup> Aug 1888.

Thos. J. Brown

A. E. Wilson 

Sam. P. Johnson 


Queen Annes County to wit W. O. P. it remembered, that on the sixteenth day of September in the year One Thousand eight hundred and ninety the following agreement for Extension of time was brought to be recorded, to wit:

Whereby, agree that the time of a mortgage dated the 9<sup>th</sup> day of July 1882, and recorded among the Land Records of Queen Annes County, Maryland in Liber S. L. D. No. 1, folios 534 &c shall be further extended for the period of two years from the 30 day of June 1890. Samuel P. Johnson having given four interest notes, to cover the intended time for forty five dollars each, payable at intervals of six months respectively from 30<sup>th</sup> June 1890.

Witness for Annis E. Wilson

Ann E. Wilson 




Sam'l P. Johnson 

Sam'l P. Johnson } Mortgage dated seventh  
to } day of July 1882  
Ann E. Willson } Consideration \$1500.00  
Recorded on folio 534<sup>th</sup> of this Record


Ann E. Willson County to wch. We do remember  
that on the fifteenth day of January in the year  
of Eighteen hundred and ninety two. the following assign-  
ment was brought to be recorded to wch.

I hereby assign the within Mortgage to John  
B. Brown Attorney without recourse or guarantee  
Witness my hand and seal. this day of December  
30<sup>th</sup> 1891.

Witness Ann E. Willson 

James C. Ringgold

Without recourse or guarantee. I hereby assign  
the within Mortgage and accompanying principal  
note with interest from 30 June 1891 for value  
to James A. Graham Witness my hand & seal  
this 8<sup>th</sup> day of January 1892

Witness John B. Brown   
John W. Temple Attorney



State of Maryland }  
 Queen Anne's County } to wit: I hereby  
 certify that the foregoing is truly taken, and copied  
 from Libers S. C. D. N<sup>o</sup> 1. folios 534, 535, 536 and  
 572, and N. D. N<sup>o</sup> 4. folo 535. Land Record  
 Books 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 16<sup>th</sup> day  
 of August, 1895.  
 Wm H. Cecil, Clerk

Filed August 17, 1895

\$ 400.00	Six months after date for value recd. I promise to pay to James A. Graham or order four hundred dollars with interest from date. May 4. 1891 J. M. Johnson
-----------	---

State of Maryland  
 Queen Annes County two miles  
 On this Twenty fourth day of January Eighteen hundred  
 and Ninety three before me the subscriber one of the  
 Justices of the peace in and for the said County  
 Personally appeared James A. Graham and made  
 oath on the Holy Evangelys of almighty God  
 that the above Note is just and true and that  
 he hath not directly or indirectly received to  
 his knowledge any part or parcel of the money  
 charged as due by such Note or any security or  
 satisfaction for the same

Sworn Before  
 R. E. Graham J.P.

<p><i>Expenses Examined and will be allowed when paid by order of Board</i></p> <p><i>Friday Oct 10 Reg of the</i></p>	
--	--

Filed August 17, 1895

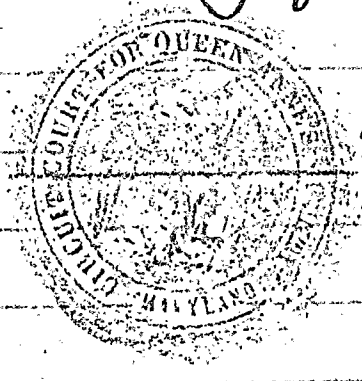
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Amos A. Pigg, formerly	of the Circuit
Amos A. Johnson by her	Consul & Queen
next friend and husband	Acacia County
Samuel M. Pigg - Plaintiff	vs
	In Equity

John W. Johnson & Co.  
Defendants.

Ordered this 14<sup>th</sup> day of August 1895 by the Circuit Court for Queen Acacia County in Equity and by the authority of said Court, that Cora S. Johnson, Mary E. Johnson and Thos. E. Johnson, the infant children of Samuel C. Johnson and Howard Johnson & Mary L. Johnson, two grand children of said Samuel and also infants of the heirs at law of said Samuel C. Johnson (the other heirs and parties against whom orders were prayed having waived same and the venue thereof) be and they are hereby notified that application has been made by the petition in the above Cause to amend the proceedings therein as to the share or interest in the sale of the real estate (representing Samuel C. Johnson's share or interest therein) after the costs and expenses thereof, into proceedings for the payment of the debts of said Samuel C. Johnson deceased, unto said petitioned unto his other Creditors, according to their legal preferences or priority, and that they appear in this Court

and answer the said Petition or show cause if any they have, on or before the 2<sup>d</sup> day of September 1845. Why Relief should not be granted as prayed; provided a copy of this order be served on the aforesaid parties herein before named on or before the 26<sup>th</sup> day of August 1845



Jno; M. Robinson  
True Copy,  
Test: Wm A. Bevil, Clerk.

1066

Sarah A. Briggs formerly  
Sarah A. Johnson

27

John M. Johnson  
Attor

~~~~~

Copy of order of Court  
to be returned

Coram J. Johnson

Henry C. Johnson

Malence E. Johnson

A. Howard Johnson

Mary D. Johnson as

vs before August 26. 1845

~~~~~

Retraced on bill the above  
named parties, and  
copy left with wisher  
Aug 22<sup>nd</sup> 1845

W. F. Bailey  
shiff

Filed August 26  
1845



In the Circuit Court for Queen Anne's County, in Equity,  
 Sarah A. Biggs, formerly Sarah A. Johnson by her  
 husband and next friend Samuel M. Biggs, Plaintiff.

vs

John M. Johnson and others, Defendants  
 Cause No. 1056

To the Honorable the Judges of said Court

The joint and several answer of Lewis P. Johnson  
 Harry C. Johnson and Florence E. Johnson, three infant children  
 of Samuel C. Johnson, and A. Howard Johnson and Mary L. Johnson  
 two infant grand children of said Samuel C. Johnson, deceased,  
 by William N. Bustin, guardian ad litem for said infants  
 heretofore appointed in this cause, to the petition of James  
 A. Graham against them and others filed in this cause  
 on August 17<sup>th</sup> 1895.

These defendants, being infants under twenty one years  
 of age, cannot admit any of the matters and things alleged  
 in the said petition, and being infants of tender years submit  
 their respective rights to the protection of this Court.

W. N. Bustin  
 Guardian ad litem for Infants aforesaid

On this 20<sup>th</sup> day of May 1896. Before the subscriber the Clerk  
 of the Circuit Court for Queen Anne's County, personally appeared  
 William N. Bustin, Guardian ad litem, and made oath that the matters  
 and things stated in the foregoing answer are true to the best of  
 his knowledge and belief.

Filed May 26, 1896

COURT NOTICE TO CREDITORS,

SARAH A. BIGGS, PLAINTIFF,  
vs.  
JOHN W. JOHNSON AND OTHERS,  
DEFENDANTS.

In the Circuit Court for Queen Anne's County, in  
Equity. Cause No. 1056.

ORDERED, this 19th day of August, 1895, by me, John M. Robinson, Chief Judge of the Circuit Court for Queen Anne's county, in equity, and by the authority of said court, that the creditors of said Samuel C. Johnson, deceased, be and they are hereby notified to file their claims against the said Samuel C. Johnson, deceased, with the proper vouchers annexed thereto, in the clerk's office, in the Circuit Court for Queen Anne's county, State of Maryland, on or before the 20th day of October, 1895, and that a copy of this order be inserted in some newspaper printed and published in Queen Anne's county aforesaid, once a week for three successive weeks before the 20th day of December, 1895.

JOHN M. ROBINSON,

True Copy,

A22t4

Test: - WM. H. CECIL, Clerk.

We hereby certify that the annexed advertisement was inserted in the Centreville Observer, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the twentieth day of December 1895, being four insertions.

Busteed, Price and Bryan  
per A.S.G.

Filed May 30, 1896

In the Circuit Court for Queen Anne's County in Equity,  
Sarah A. Biggs formerly Sarah A. Johnson  
by her husband and next friend Samuel M. Biggs, Plain-  
tiff  
vs.  
John W. Johnson and others, Defendants

To the Honorable the Judges of said Court:

Your Petitioner James A. Graham, for general replication says:

1st. That he, the said James A. Graham, the petitioner joins issue on the matters alleged in the answer of Cora T. Johnson, Harry C. Johnson, Florence E. Johnson, A. Howard Johnson and Mary L. Johnson infants by William W. Busteed their guardian ad litem so far as same may be taken to deny or avoid the allegations of the said petition of said petitioner.

And as in duty

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

Filed June 1, 1896

DEPOSITIONS

1056

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

Sarah A. Biggs )  
 )  
vs. )  
 )  
Jno. W. Johnson et al ) Defendants.

To the Hon. the Judges of said Court:

The subscriber, a regular examined for this Court having rec'd notice from the petitioner of a desire to take evidence in above cause, after due notice to the parties through their solicitors, did proceed to take the following depositions at the Law Offices of J. B. & E. H. Brown on Tuesday June 2nd. 1896 in Centreville, Md.

John W. Johnson, a witness of lawful age, produced on the part of the petitioner, being duly sworn & examined, deposes and says:

1st. int: Were you acquainted with Samuel C. Johnson, late of Queen Anne's County, Md: If yea, state how long you knew him & your relationship.

Ans: I was acquainted with him. I am his brother & older than he & knew him all his life

2nd. int: Look at notes now shown you marked respectively Exhibits G - 2 - 3 - 4 & 6 and state by whose signature the same were signed on the back & how you know?

Ans: All those notes are signed by the late Samuel C. Johnson. I have frequently seen him write

& know his signature & the signatures to the notes are in the hand writing of said Samuel C. Johnson.

3d. int: Did the said Johnson die leaving any heirs at law surviving him? If yea, give names, ages, residences & relationship of same.

Ans: He died leaving the following heirs surviving him,- Mary E. Graham wife of James A. Graham, Lilly A. Johnson, S. Carroll Johnson, Cora T. Johnson, Henry C. Johnson, & Florence E. Johnson, children of the said Samuel C. Johnson, of whom the last three are under the age of twenty - one years, the balance are above that age; and A. Howard Johnson and Mary L. Johnson, who are grandchildren, under twenty - one years of age, of said Samuel C. Johnson, being children of his son Andrew who died in the life time of the said Samuel C. Johnson.

Examiners special interrogatory: Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties?

If yea, state the same fully and at large in your answer.

Ans: I don't know of anything.

J. W. JOHNSON

There being no more witnesses to be examined, your examined herewith returns original depositions together with 'Exhibits G' nos. 1 - 2 - 3 - 4 - 5 & 6, and certifies that he was engaged as examined one day and examined one witness at the instance of the petitioner, making costs herein taxable to petitioner as follows,

Examiner	\$4.00
Witness	.75
	<u>\$4.75</u>

Witness my hand and seal.

T. L. WALTON HARLEY (seal)  
Examiner

Exhibits 1 thru 6 which were filed in this case on August 17, 1895 were refiled on June 2, 1896.

In the Circuit Court for Queen Annes County, in Equity  
 Sarah A. Biggs formerly Sarah A. Johnson, by her  
 next friends and husband, Samuel M. Biggs, Plaintiffs  
 vs,  
 in

John M. Johnson and others, Defendants.  
 Chancery No 1056.

Ordered this 24<sup>th</sup> day of June 1896 by me, <sup>Judge</sup>  
 M. Russum, Chief Judge of the Circuit Court for Queen  
 Annes County, in Equity, and by the authority of  
 said Court, - (the proceedings under the petition  
 of James A. Graham, filed in this cause on the  
 17<sup>th</sup> day of August (1895) Eighteen hundred and ninety  
 five, being read and considered, and it appearing  
 therefrom that the order of August 19<sup>th</sup> 1895 on  
 Cora T. Johnson, Harry C. Johnson, Florence C.  
 Johnson, At Howard Johnston and Mary L  
 Johnson infants to show cause to the contrary  
 thereof, was duly served, and it furthermore  
 appearing by certificate of publication thereof  
 that notice to the creditors of said Samuel C.  
 Johnson, deceased to file their claims was  
 given by publication of the order of this Court  
 (also of said date as therein directed,) - that the  
 Petitioner is entitled to relief, and that the  
 proceedings in this <sup>cause</sup> so far as same extends  
 to the interests or estate of which the said  
 Samuel C. Johnson, decd. seized or entitled, in the  
 real estate sold, he and the same are hereby  
 converted into proceedings for the payment of

the debts of the said Samuel B. Johnson, deceased  
so far as necessary therefor; and that this case  
be and the same is hereby referred to the auditor  
with directions to state on account or accounts  
accordingly distributing the same

Georgill Russeem

Filed June 24, 1896



Sarah A. Biggs vs  
Plaintiff  
vs  
John M. Johnson, et al.  
Defendants

In the Circuit Court for Queen  
Annes County in Equity  
Cause No. 1056

To the Honorable, the Judges of said Court,  
Your Auditor has stated the within first account  
wherein he has charged the Trustees with the gross proceeds  
of sales of the real estate and has allowed them thereout for  
their commissions, costs of advertising, sale, survey, auctioneering  
sale and for the Complainant and defendant's costs of suit,  
and your Auditor his fee for this account. He then awarded  
to Sarah A. Biggs the Complainant the one twentieth of  
of residue of said sales for her share in said real estate  
and the balance of said sales, representing the share  
of Samuel S. Johnson, deceased, are subject to the order  
of this Court for the benefit of his creditors, heirs &c,  
by a further distribution thereof.

Respectfully Submitted

Wm. H. Hays, Auditor  
July 5<sup>th</sup> 1896

Filed July 6, 1896

The proceeds of the Real Estate of Samuel C. Johnson deceased, in apt with N. K. Palmer, Keating & E. M. Brown				Cr
To N. K. Palmer, Keating & E. M. Brown, Justice for their services	1893	Aug 22	By Gross sales, per report	3608 03
do same for advertising order of publication per receipt	27 00			
do " " " sale in Obvious, paid per receipt	11 00			
do " " " Record & order miss. paid per receipt	75 75			
do " " " Jurors fee bill to Jas. M. Burns	25 00			
do " " " Auctioneers fee paid to Samp. for buying sale	10 00			
do " " " Complainers Costs of suit viz:				
Wm. Lewis, lake, Clerk	118 5			
Lem. Deembrack, lake	248 5			
J. E. Marshall, Sheriff 2 lbs	18 0			
Debra Barnes, S. H. Batts, lake	10 0			
J. T. M. Harley, Examiner	8 00			
Districts before Examiner M. M. Lewis	15 0			
M. M. Deatred, Clerk addition	4 00			
N. K. Palmer, Keating Solicitors	100 0	58 40		
do " " " Defendants Costs of suit viz:				
Lem. Deembrack, Clerk	79 5			
J. B. & E. M. Brown, Debitors	100 0	77 95		
Chas. Wilson, Auditor for this acct		9 00		
Balances		3244 61		
		3608 03		
To Sarah H. Briggs, wife of Saml. M. Briggs for her share of said sale 1/20 thereof	162 23		By Balances	3608 03
To balance of sale representing Samuel C. Johnsons share of real estate sold, and subject to order of this Court for the benefit of his creditors, here by by further distribution 1/20 thereof	3082 38			3244 61
		3244 61		
	Wm. Wilson Auditor July 15 <sup>th</sup> 1896			
			Filed July 6, 1896	

Sarah A. Biggs vs  
 Plaintiff  
 John W. Johnson, et al  
 Defendants

In the Circuit Court for  
 Queen Anne County in  
 Equity;

Cause No 1056.

To the Honorable, the Judges of said Court,

Your Auditor has stated the within account second account, so herein he has charged the said Trustees with the balance of said sales, representing the share of Samuel C. Johnson deceased in the real estate sold, as per said account, and have allowed thereout, the Court costs on the petition converting said sales as to said Johnson's interest for the benefit of his creditors, for advertising notice to his creditors, for Counsel fees for services on said petition and your Auditor. This fee, the then allowed as follows, Claim No 1 in full being a mortgage in which said Johnson's widow united, Claim No 2 being the amount in lieu of dower to Mary C. Johnson, widow, in said share of sales less said mortgage, Claim No 3 in full being a note and Claim No 4 being an overpayment on the personal estate, and these allowances left a balance of \$146.07 which he divided among the heirs at law of said Samuel C. Johnson, deceased as will fully appear from the within account.

Respectfully submitted

Wm. Bryan, Auditor  
 July 5<sup>th</sup> 1896

Filed July 6, 1896

*The balance of the Journal of the Real Estate of Samuel C Johnson deceased on the 1st of January 1896*

Description of Items	Debit	Credit	Date	By Whom	Amount	Balance
To Balance forward						\$3,072.38
By Cash on hand		400.00			400.00	3,472.38
By Cash on hand		200.00			200.00	3,672.38
By Cash on hand		100.00			100.00	3,772.38
By Cash on hand		50.00			50.00	3,822.38
By Cash on hand		900.00			900.00	4,722.38
By Cash on hand		2982.18			2982.18	7,704.56
By Cash on hand		3082.38			3082.38	10,786.94
By Cash on hand		1697.50			1697.50	12,484.44
By Cash on hand		1238.64			1238.64	13,723.08
By Cash on hand		452.13			452.13	14,175.21
By Cash on hand		1460.7			1460.7	15,635.91
By Cash on hand		323.24			323.24	15,959.15
By Cash on hand		1460.7			1460.7	17,419.85
By Cash on hand		1460.7			1460.7	18,880.55

Filed July 6, 1896

Ordered this eighth day of August 1896 by me  
 Frederick Stump one of the Judges of the Circuit Court for  
 Green Annis County in Equity and by the Authority of said  
 Court that the within and foregoing Report and Account  
 of the Auditor be and the same are hereby finally  
 ratified and confirmed, and the Trustees are directed  
 to apply the proceeds accordingly to the Commissioners  
 and costs and to the allowance therein to Samuel A. Biggs  
 with its due proportion of interest retaining the balance  
 with its due proportion of interest for the further uses  
 of this Court.

Filed August 10th 1896.

Frederick Stump



Ordered this 29<sup>th</sup> day of August 1896  
that the foregoing Report of the Auditor  
be and the same ~~be~~ be duly inspected and  
confirmed. The Trustees are directed to  
pay accordingly with a due proportion  
of interest as the Trust has been as may hereafter  
be received

Fredrich Shoup  
One of the Judges of the Circuit Court for  
Queen Anne's County, in Equity

Filed August 31. 1896

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

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
MATILDA B. KEATING,	:	QUEEN ANNE'S COUNTY
INCOMPETENT.	:	IN EQUITY, NO. <u>4378</u>
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John G. Watson, nephew, and next of friend of Matilda B. Keating, respectfully shows:

(1) That Matilda B. Keating, is approximately 80 years of age and has resided in Queen Anne's County, State of Maryland, all of her lifetime except for the last month when she was admitted to the Rio Vista Home at St. Michaels, Maryland, where she is at the present time.

(2) That Matilda B. Keating is not now and for the past six months has not been capable of managing her property or affairs, by reason of mental disability.

(3) That your Petitioner attaches hereto as a part hereof, marked Exhibits "A" and "B" the affidavits of two medical doctors with respect to the mental condition of said Matilda B. Keating.

4. That so far as has come to the attention of your Petitioner, said Matilda B. Keating owns the following personal property, viz:

- (a) Stock and Securities in the amount of \$15,000.00
- (b) Cash in the bank of approximately \$300.00
- (c) Undivided interest in furniture and household effects of approximately \$700.00

A total estate of personal property valued at approximately \$16,000.00 and an undivided interest in non income producing real estate.

(5) That there is no person having legal authority to take charge of said personal estate or to pay the expenses of said Matilda B. Keating.

WHEREFORE, Your Petitioner hereby applies for appointment as Trustee for said alleged incompetent and does, therefore, pray this Honorable Court to pass an Order -

- (a) directing the said alleged incompetent to be summoned within ten (10) days
- (b) requiring that a copy of this Petition of said Order and of said summons be left with the alleged incompetent and with the person with whom the incompetent resides
- (c) setting this Petition for hearing on or after fifteen (15) days from the date of said Order, and
- (d) allowing an appearance and answer at anytime before or after decree of appointment of a trustee for said alleged incompetent which may be passed by this Honorable Court in the premises.

Respectfully submitted,

ROBERT R. PRICE, Jr.  
Robert R. Price, Jr.

John G. Watson  
John G. Watson, Petitioner

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

I HEREBY CERTIFY that on this 24th day of May, 1961, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared John G. Watson, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary  
Public  
Seal.

MARCY FOSTER COLLIER  
Notary Public

Filed May 24, 1961

EXHIBIT A  
Filed May 24, 1961

I, R. PAUL WROTH, M D, hereby certify as follows:

(1) I am a medical doctor duly licensed to practice medicine in the State of Maryland, and have been so licensed for the last 8 years.

(2) I have attended Matilda B. Keating and I have given her a through examination this 12 day of May, 1961.

(3) I believe that she is incompetent to manage her property by reason of a mental disability caused by Arteriosclerotic cerebral vascular disease with chronic brain syndr. the nature of which is gradually increasing in severity to the extent of total disability and the probable duration is unknown

R. PAUL WROTH, M D

STATE OF MARYLAND )  
TALBOT COUNTY ) to wit:

SUBSCRIBED AND SWORN to before me this 16th day of May, 1961.

Notary  
Public  
Seal.

HARRY THOMPSON BARTON  
NOTARY PUBLIC

Filed May 24, 1961

EXHIBIT B  
Filed May 24, 1961

EXHIBIT B

I, GUY M. REESER, Jr., hereby certify as follows:

(1) I am a medical doctor duly licensed to practice medicine in the State of Maryland, and have been so licensed for the last 10 years.

(2) I have attended Matilda B. Keating and I have given her a thorough examination this 12 day of May, 1961.

(3) I believe that she is incompetent to manage her property by reason of a mental disability caused by otherosiberotic degenerative cerebro - voserlard. advanced senile changes - the nature of which is chopectarized by loss of recent memory, wandering about, restless - teunable to care for herself in any way. Disoriented as to place, time, people to the extent of complete mental Incompetance and the probable duration is lifetime

GUY M. REESER, Jr. M D

STATE OF MARYLAND )  
TALBOT COUNTY ) to wit:

SUBSCRIBED AND SWORN to before me this 15th day of May, 1961.

Notary  
Public  
Seal.

JAMES M. WALES  
NOTARY PUBLIC

Filed May 24, 1961

PETITION OF ALLICE G. WATSON and JOHN G. WATSON, Jr.  
Filed June 9, 1961

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MATILDA B. KEATING, : QUEEN ANNE'S COUNTY  
INCOMPETENT. : EQUITY, NO. \_\_\_\_\_

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice G. Watson and John G. Watson, Jr. respectfully shows:

(1) That on May 24th, 1961, John G. Watson, as next of friend of Matilda B. Keating, petitioned this Honorable Court in the above entitled cause for the adjudication of Matilda B. Keating, as an Incompetent, and for his appointment as Trustee of said Matilda B. Keating.

(2) That this Honorable Court on May 24th, 1961, directed a copy of said Petition be served on Matilda B. Keating and setting a hearing on said Petition for June 9th, 1961.

(3) That on May 29, 1961, John G. Watson, Petitioner in this matter departed this life.

(4) That the death of John G. Watson in no way affects the right

of the cause of his petition for the adjudication of Matilda B. Keating, as a Incompetent.

WHEREFOR, YOUR PETITIONERS, hereby pray this Honorable Court to pass an Order that they be made parties to this cause in the place and stead of John G. Watson, deceased, and that they be appointed trustees of said Matilda B. Keating, Incompetent.

Respectfully submitted,

ALICE G. WATSON  
Alice G. Watson

JOHN G. WATSON, Jr.  
John G. Watson, Jr.

Filed June 9, 1961

ORDER  
Filed June 15, 1961

ORDER

Upon the foregoing Petition and suggestion of death of John G. Watson, Petitioner, in the matter of Matilda B. Keating, Incompetent, IT IS ORDERED THIS 15th day of JUNE, 1961, by the Circuit Court for Queen Anne's County, in Equity, that Alice G. Watson and John G. Watson, Jr., continue said action as successors in interest to John G. Watson and as next of friend of Matilda B. Keating and that a notice of their substitution as successors in interest of John G. Watson, does not have to be served on Matilda B. Keating.

GEORGE B. RASIN, Jr.  
Judge.

Filed June 15, 1961

ORDER OF COURT APPOINTING TRUSTEES  
Filed June 15, 1961

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MATILDA B. KEATING, : QUEEN ANNE'S COUNTY  
INCOMPETENT : IN EQUITY, NO. 4378

ORDER

The Petition, Doctor's Certificates and Orders of Court thereon having been read and considered and the said Matilda B. Keating appearing to have been summoned as provided by said Order and failing to appear either in person or by solicitor, as provided by said Order, it is thereupon this 15th day of June, 1961, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that Matilda B. Keating, be, and she is hereby declared to be incompetent and incapable of managing her property or estate.

AND IT FURTHER APPEARING that said Incompetent is possessed of a personal estate of about \$16,000.00 is it further ADJUDGED, ORDERED and DECREED that John G. Watson, Jr. and Alice G. Watson be, and they are hereby appointed Trustees of said Incompetent's Estate, to take charge of same and manage the same under the direction of this Court, provided, however, that before the said John G. Watson, Jr. and Alice G. Watson, shall proceed to act as Trustees 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 penalties of Sixteen Thousand Dollars (\$16,000.00) if corporate surety is given and in double that amount if personal surety is given, conditioned for the faithful performance of the duties of said Trustees and for the faithful performance and execution of the Trust reposed in them by this and any further decree or order in the premises.

GEORGE B. RASIN, Jr.  
JUDGE.

Filed June 15, 1961

PETITION FOR AUTHORITY TO SELL INTEREST IN REAL ESTATE  
Filed Oct. 22, 1962

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity, No. 4378

Petition

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alice G. Watson and John G. Watson, Jr., Trustees of Matilda B. Keating, unto your Honors, respectfully shows:

- (1) That a part of the corpus of this trust estate consists of the

interest of Matilda B. Keating, as co-tenant with thirteen other parties, in the real estate described in the Contract of Sale attached hereto as "Petitioners' Exhibit A", the interest of this trust estate being an undivided one-third interest.

(2) That attached hereto is an appraisal made by two taxpayers of this County familiar and experienced in real estate valuations in this locality, said appraisal being marked "Petitioners' Exhibit B".

(3) That the sale of the incompetent's interest in this real estate is necessary to adequately provide for her current living expenses and pay bills arising therefrom; the incompetent being cared for at the Rio Vista Nursing Home at a average cost of \$250.00 per month and your Trustees having on hand cash in the amount of approximately \$1,500.00 to meet this monthly cost.

(4) That your Trustee desire hereby to make known and report to this Honorable Court that the purchase price of the incompetent's one-third interest for \$3,000.00 is in their opinion an excellent price therefor, that this is the highest offer received in one year of advertising and offering this non-income producing property for sale, and it is not only necessary to sell same for the care of the incompetent, but is also in the Trustees judgment advantageous and to the best interest of the trust.

(5) 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 brokers, in the amount of six (6%) per cent of \$180.00 and a further charge of \$33.33 by Robert R. Price, Jr., Attorney, for negotiating and coordinating the interest of the incompetent with the other numerous interests involved in order to bring about the sale.

Your Petitioners Therefore Pray Your Honors to pass a decree authorizing your Trustees, the Petitioners, to sell the interest of Matilda B. Keating, in the real estate described in said Contract of Sale filed herein by joining with the interest of the other co-tenants, upon full payment of the purchased prices specified in said Contract, in a deed of conveyance of said real estate to the purchaser named in said Contract, her heirs and assigns, conveying all the right, title and interest of Matilda B. Keating and all persons claiming by, through and under her, in and to the above mentioned real estate, provided said purchaser shall have fully performed his part of said Contract. The Trustees to be accountable to this trust estate for the net proceeds of said sale after payment of the brokerage commission and other proper charges, including the fee to Robert R. Price, Jr., as above set out.

Respectfully submitted,

ALICE G. WATSON  
Alice G. Watson

JOHN G. WATSON, Jr.  
John G. Watson, Jr., Trustees

Filed Oct. 22, 1962

PROPERTY VALUATION  
Filed Oct. 22, 1962

We, A. Sydney Gadd, Jr. and John McKenney are property owners in the Third Election District of Queen Anne's County familiar with land valuations in the Town of Centreville. A. Sydney Gadd, Jr., being President of The Centreville National Bank of Maryland and John McKenney being a licensed real estate broker for many years. We are personally familiar and have inspected the "Yellow Brick" house and lot held by the Keating Heirs and in which Matilda B. Keating has a undivided one-third interest. The house consists of a three story brick structure in poor condition and needing many repairs as to heating and modern fixtures. The area surrounding this residence has been commercialized on all sides and depreciates its value as a home. It is our opinion a price of \$9,000.00 on the house and 160 feet of the frontage of the lot on Railroad Avenue represents the true market value as of this date.

WITNESS our hands and seals this 19th day of October, 1962.

A. SYDNEY GADD, Jr. (SEAL)  
A. Sydney Gadd, Jr.

JOHN MCKENNEY (SEAL)  
John McKenney

STATE OF MARYLAND )  
                          )  
QUEEN ANNE'S COUNTY )

TO WIT:

I HEREBY CERTIFY, that on this 19th day of October, 1962, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared A. Sydney Gadd, Jr. and John McKenney, and each acknowledged the foregoing statement to be true and correct to be the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary  
Public  
Seal.

MARCY FOSTER COLLIER  
Notary Public  
My comm. exp. 5 - 6 - 63

Filed Oct. 22, 1962

COPY OF AGREEMENT OF SALE  
Filed Oct. 22, 1962



THIS AGREEMENT OF SALE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1962, by and between Alice G. Watson, widow, Alice G. Watson and John G. Watson, Trustees of Matilda B. Keating, Incompetent, William K. Aldridge and Dorothy M. Aldridge, his wife, Helen M. Aldridge, widow, Helen A. Seward and E. Willis Seward, her husband, all of Queen Anne's County, State of Maryland, Bronaugh W. Derringer, Sr., of Hollidaysburg, State of Pennsylvania, Bronaugh W. Derringer, Jr. and Dawson S. Derringer, his wife, of Anne Arundel County, State of Maryland, Margaret D. Barrett and Morris K. Barrett, her husband of Bethesda, State of Maryland, and George W. Aldridge, Jr. and Heather S. Aldridge, his wife, of Queen Anne's County, State of Maryland, (now in service of United States Army), hereinafter referred to as Sellers and Beulah Jump, of Queen Anne's County, State of Maryland, hereinafter referred to as Buyer.

WITNESSETH: Sellers agree to sell and Buyers agree to purchase - ALL that tract or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, fronting on Railroad Avenue in said Town and bounded on the South by Railroad Avenue, the West by Banjo Lane, the North by property of Eastern States Cooperative and on the West by remaining lands of the Sellers, said property beginning at the intersection of Railroad Avenue and Banjo Lane and running with Railroad Avenue in an Easterly direction a distance of 160 feet, more or less, to a point, said point being located by the extension of a fence running from the rear of said property to Railroad Avenue, thence in a North-erly direction along the line of an existing fence (this line establishing a new divi-sion line with approximately 60 foot of frontage on Railroad Avenue remaining to the Sellers) a distance of 162 feet, more or less, to the lands of Eastern States Coopera-tive Inc., thence in a Westerly direction with the lands of Eastern States a distance of 160 feet, more or less, to the right of way of Banjo Lane and thence along and with the right of way of Banjo Lane a distance of 162 feet, more or less, to the place of beginning.

BEING a part of the property devised by Augustus McCabe by his Last Will and Testament recorded in Liber W.A.J. No. 1, folio 185, a Will Record Book for Queen Anne's County and by various devises and inheritance from his heirs.

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

1. The aforesaid premises is to be conveyed by the Sellers to the Buyer by a good and sufficient special warranty deed, conveying a good merchantable fee simple title to the same, free from all liens, encumbrances and mortgages and for such deed and conveyance the Buyer agrees to pay to the Sellers the sum of Nine Thou-sand (\$9,000.00) Dollars of which the sum of Nine Hundred (\$900.00) Dollars by way of deposit is now paid the Sellers and the receipt of which is hereby acknowledged by the Sellers and the balance of Eight Thousand One Hundred (\$8,100.00) Dollars, shall be paid by cash or certified check on the date of settlement.

2. Settlement date shall be December 3, 1962, or a prior or subse-quent date mutually agreeable to all parties at the office of Robert R. Price, Jr., 193 Lawyer's Row, Centreville, Maryland.

3. The buildings and improvements on the premises hereby sold shall, until the full performance of this Agreement, be kept insured by loss by fire in the amounts now carried on said buildings, and the Sellers agree to immediately cause the policy or policies of insurance to be so endorsed as the protect the party hereto, as her interest may appear; and in case of loss, all sums recovered or recover-able on account of said insurance shall be paid over or assigned on delivery of the deed to the Buyers.

4. ALL taxes and other charges levied against the said premises shall be apportioned as of the settlement date.

5. The Buyer shall have possession for the purpose of renovating and repairing the residence as of the execution of this contract of sale, subject, to receiving approval of Robert R. Price, Jr., Attorney for the Sellers, as to the exact renovations or repairs to be made from time to time. All repairs and renovations to be at the cost of the Buyer with no liability on the Sellers to reimburse for same up-on default or failure to execute a deed under this Contract for any cause whatsoever

6. The said deed shall be prepared by the Buyer's attorney at her expense and recorded at her expense, including all recording tax and documentary stamps. The cost of any title examination which the Buyer may desire shall be paid by her. The cost of preparing this Agreement and the Broker's commission due Eastern Shore Es-tates for procuring the Buyer are to be the Sellers expense.

7. If the Sellers shall be unable to give title or to make convey-ance as herein provided, thence the Sellers shall use reasonable diligence to remove any title defect and the time for consummation of this Agreement shall be extended thir-ty (30) days. In the event Sellers shall be unable to remove such title defect within such time, then any payments made under this Agreement shall be thereupon refunded and all obligations of the parties hereto shall terminate and this Agreement shall be deem-ed void without recourse to either of the parties hereto.

In the event Buyer fails to perform any of Buyer's agreements here-in set forth, then all payments made hereunder or pursuant hereto by Buyer may, at the option of the Sellers, be retained by the Sellers as liquidated damages.

8. This instrument may be executed simultaneously in two counter-parts, each of which shall be deemed an original, but all of which together shall con-stitute one and the same instrument.

9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, said parties do hereun subscribe their names and affix their seals.

WITNESS: (as to Sellers)

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\_\_\_\_\_(SEAL)  
Alice G. Watson, widow,  
\_\_\_\_\_(SEAL)  
Alice G. Watson  
\_\_\_\_\_(SEAL)  
John G. Watson, Trustees  
of Matilda B. Keating, Incom.  
\_\_\_\_\_(SEAL)  
William K. Aldridge  
\_\_\_\_\_(SEAL)  
Dorothy M. Aldridge  
\_\_\_\_\_(SEAL)  
Helen M. Aldridge  
\_\_\_\_\_(SEAL)  
Helen A. Seward  
\_\_\_\_\_(SEAL)  
Earl Willis Seward  
\_\_\_\_\_(SEAL)  
Bronaugh W. Derringer, Sr.  
\_\_\_\_\_(SEAL)  
Bronaugh W. Derringer, Jr.  
\_\_\_\_\_(SEAL)  
Dawson S. Derringer  
MARGARET D. BARRETT (SEAL)  
\_\_\_\_\_(SEAL)  
Morris K. Barrett  
\_\_\_\_\_(SEAL)  
George W. Aldridge, Jr.  
\_\_\_\_\_(SEAL)  
Heather S. Aldridge  
Sellers.  
\_\_\_\_\_(SEAL)  
Beulah Jump

WITNESS: (as to Buyer)

\_\_\_\_\_

Filed Oct. 22, 1962

DECREE FOR SALE  
Filed Oct. 29, 1962

Ex Parte In The Matter of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent : In Equity, No. 4378  
:

Decree For Sale

UPON the Petition of the Trustees filed herein on October 22, 1962, it is this 29th day of October, 1962, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, ORDERED and DECREED, as follows:

That the interest of Matilda B. Keating in the real estate mentioned and described in these proceedings, be sold unto Beulah Jump, in conjunction with the sale of the remaining co-tenants 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 "Petitioners' Exhibit A", it appearing to the Court that a sale of the interest of Matilda B. Keating in said real estate, upon said terms, would be to the interest and advantage of said incompetent and that said sale is necessary to provide funds for the care and support of Matilda B. Keating.

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 purchaser's expense, convey to the purchaser the interest of Matilda B. Keating in said real estate so sold to her, 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 the said Trustees shall bring in 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 six (6%) per cent, of the sale price, and after payment to Robert R. Price, Jr., of \$33.33 as attorney's fees in negotiating the sale in behalf of the incompetent, to be disbursed or invested under the direction of this Court.

GEORGE B. RASIN, Jr.  
JUDGE.

FILED Oct. 29, 1962

REPORT OF SALE  
Filed Oct. 30, 1962

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MATILDA B. KEATING, : QUEEN ANNE'S COUNTY  
INCOMPETENT. : IN EQUITY NO. 4378  
:

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the Real Estate made in this Cause by Alice G. Watson and John G. Watson, Jr., Trustees, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 29th day of October, 1962, your Trustees on the 30th day of October, 1962, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as Petitioner's "Exhibit A" to sell the one-third interest of Matilda B. Keating in the parcel of land mentioned and described in the aforesaid Contract of Sale unto Beulah Jump at and for the sum of \$3,000. in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted,

ALICE G. WATSON  
Alice G. Watson,

JOHN G. WATSON, Jr.  
John G. Watson, Jr., Trustees  
of Matilda B. Keating,  
Incompetent.

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

2 I HEREBY CERTIFY, that on this 30th day of October, 1962, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Alice G. Watson and John G. Watson, Jr., Trustees of Matilda B. Keating, Incompetent, and made oath in due form of law, that the matters and facts set forth in the aforesaid Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

MARCY FOSTER COLLIER  
Notary Public.

Notary  
Public  
Seal.

Filed Oct. 30, 1962

ORDER NISI ON SALE  
Filed Oct. 30, 1962

ORDER NISI ON SALE

EX PARTE IN THE MATTER OF )  
MATILDA B. KEATING, )  
Incompetent, )

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

Cause No. 4378

ORDERED, this 30th day of October, 1962, that the sale of the real property, made and reported in this cause by Alice J. Watson & John G. Watson, Jr., Trustees, be ratified and confirmed, on or after the 30th day of November, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of November, 1962.

The report states the amount of sales to be \$3000.00.

T. SORDEN PIPPIN Clerk

Filed October 30, 1962.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI ON SALE  
Filed Dec. 7, 1962

ORDER NISI ON SALE

EX PARTE IN THE MATTER OF  
MATILDA B. KEATING  
INCOMPETENT

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

Cause No. 4378

ORDERED, this 30th day of October, 1962, that the sale of the real property, made and reported in this cause by Alice J. Watson & John G. Watson, Jr., Trustees, be ratified and confirmed, on or after the 30th day of November, 1962, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of November, 1962.

The report states the amount of sales to be \$3000.00.

T. SORDEN PIPPIN, Clerk

Filed: October 30, 1962

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-11-15

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 6, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi On Sale in the case/estate of Matilda B. Keating a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 23 day of November, 1962, and that the first insertion of said advertisements in said QUEEN ANNE'S RECORD-OBSERVER was on the 1 day of November 1962, and the last insertion on the 15 day of November, 1962

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

By RUTH ALLEN.

FINAL ORDER OF RATIFICATION  
Filed Dec. 13, 1962

Ex Parte In The Matter of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : No. 4378

Final Order of Ratification

ORDERED, this 12th day of Decemver, 1962, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Alice G. Watson and John G. Watson, Jr., Trustees and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceeding Order Nisi heretofore filed in this Cause, and the Trustees are allowed their usual commission and all expenses incident to the making of said sale, not personal, for which they shall produce vouchers therefor to the Auditor.

GEORGE B. RASIN, Jr.  
Judge.

Filed Dec. 13, 1962

REPORT OF EXAMINER & DEPOSITIONS  
Filed Feb. 13, 1963

Ex Parte in The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent : In Equity, No. 4378

Ex Parte In The Matter of : In The Circuit Court For  
 Matilda B. Keating, : Queen Anne's County  
 Incompetent : In Equity, No. 4378

Depositions

Pursuant to notice given unto your Examiner, by Robert R. Price, Jr., Attorney for the Petitioners, of his desire to take testimony in support of the Petition filed on your Examiner did attend at the office of Robert R. Price, Jr., Attorney at Law, Centreville, Maryland, on February 8, 1963, at 10:30 A.M., and after administering the oath to Marcy F. Collier, Stenographer, did administer the oath to John McKenney and A. Sydney Gadd, both of Centreville, Maryland, the two (2) witnesses produced by the Petitioners, there being present in addition thereto only Robert R. Price, Jr., Attorney at Law, and did proceed to take the following depositions.

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

Filed Feb. 13, 1963

The first witness on behalf of the Petitioners, John McKenney, being duly sworn did depose and say:

Questions by Mr. Price:

Q. Please state your name and address.

A. John McKenney, Centreville, Maryland.

Q. What is your occupation?

A. Realtor.

Q. Are you familiar with property valuations in the Town of Centreville?

A. I am.

Q. Are you familiar with the lot of land fronting on Railroad Avenue in the Town of Centereville, adjacent to the Record Observer Building, owned by the Keating Heirs?

A. I am.

Q. Would you described the property?

A. This property fronts on Railroad Avenue for a distance of 484 feet with an approximate depth of about 280 feet and comprises of about 3.4 acres.

Q. Is this property improved?

A. No, it is unimproved.

Q. To your knowledge, is there any income derived from this property?

A. I do not believe it is income producing.

Q. Does it have any income producing value as of now?

A. I should say not, because it is too small to cultivate and there being a certain amount of upkeep required, in my opinion, there are certain annual charges which must be met from another source of income.

Q. The Trustees of Matilda B. Keating have been offered \$7,500. with the Buyer also paying off the sewer assessment. Do you consider this a fair price for this property?

A. Yes, I do.

Q. On what basis?

A. Adjacent properties, that is to say, the Record Observer, of about the same area, sold for \$5,000. in 1958, it was also unimproved at that time of purchase. The A. C. Knight property across the road, although it has been for sale for approximately two (2) years is still on the market.

Q. In your opinion, would the sale of this lot at the offered price of \$7,500. be advantageous to the trust estate of Matilda B. Keating?

A. I think the sale would be advantageous to the trust in which Miss Keating is a beneficiary because the funds you save could be reinvested in securities which are more readily marketable than this piece of land.

Examiner's Special:

None.

The second witness on behalf of the Petitioners, A. Sydney Gadd, being duly sworn did depose and say:

Q. Please state your name and address.

A. A. Sydney Gadd, Centreville, Maryland.

Q. What is your occupation?



A. Banker.

Q. Are you familiar with property valuations in the Town of Centreville?

A. Yes.

Q. Are you familiar with the lot of land fronting on Railroad Avenue in the Town of Centreville, adjacent to the Record Observer Building, owned by the Keating Heirs?

A. Yes.

Q. Would you described the property?

A. It fronts on Railroad Avenue 484 feet and has an average depth of approximately 290 feet. It is adjacent to Queen Anne's Publishing Company on the West, and Little Hut on the East, and 30 feet has been sold to the Town of Centreville for a sewerage location.

Q. Is this property improved?

A. Unimproved.

Q. To your knowledge is there are income derived from this property?

A. I have never observed any income from this property and in my opinion it is non-productive as far as income.

Q. Does it have any income producing value as of now?

A. No, not in my opinion, now its assessed for a sewer assessment of \$4.35 per front foot.

Q. The Trustees of Matilda B. Keating have been offered \$7,500. with the Buyer also paying off the sewer assessment. Do you consider this a fair price for this property?

A. Very fair sale, in my opinion.

Q. On what basis?

A. In that the property is non-productive, now being assessed to a sewer assessment, and sales in Centreville on property are very slow.

Q. In your opinion, would the sale of this lot at the offered price of \$7,500. be advantageous to the trust estate of Matilda B. Keating?

A. Yes, funds could be reinvested for adequate returns and would be more income productive than holding on to this land.

Examiner's Special:

None.

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

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

Marcy F. Collier, ----- 10.00

All witnesses waive fee

And I do further certify that said depositions were commenced at 10:30 A.M. and were completed at 11:00 A.M. of a period of one-half an hour.

VACHEL A. DOWNES, Jr.  
Examiner.

Filed Feb. 13, 1963

PETITION TO SELL INTEREST IN REAL ESTATE & EXHIBIT A.  
Filed Feb. 18, 1963

Ex Parte In The Matter of : In The Circuit Court for  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : in Equity No. 4378

Petition For Authority to Sell Interest  
In Real Estate

To The Honorable, The Judges of Said Court:

The Petition of John G. Watson, Jr. and Alice G. Watson, Trustees in the above cause unto Your Honors, respectfully sets forth:

(1) That a part of the corpus of this trust estate consists of the interest of Matilda B. Keating, as co-tenant with numerous other Keating Heirs, in the real estate described in the Contract of Sale attached hereto as "Petitioners' Exhibit A", the interest of Matilda B. Keating, being an undivided one-third interest as a tenant in common.

(2) That your Trustees desire to hereby make known and report to

Ex Parte In The Matter of : In The Circuit Court For Queen  
Matilda B. Keating, : Anne's County  
Incompetent. : In Equity No. 4378

Petition For Authority to Sell Interest  
In Real Estate

To The Honorable, The Judges of Said Court:

The Petition of John G. Watson, Jr. and Alice G. Watson, Trustees in the above cause unto Your Honors, respectfully sets forth:

(1) That a part of the corpus of this trust estate consists of the interest of Matilda B. Keating, as co-tenant with numerous other Keating Heirs, in the real estate described in the Contract of Sale attached hereto as "Petitioners" Exhibit A", the interest of Matilda B. Keating, being an undivided one-third interest as a tenant in common.

(2) That your Trustees desire to hereby make known and report to this Honorable Court that the total purchase price for said real estate of \$7,500.00, provided in said Contract of Sale, 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 cestuique trust that the interest of said cestuique trust be sold with the interest of the co-tenants upon the terms set forth in the Contract of Sale and that the one-third net interest of the proceeds of sale be distributed to your Trustees.

(3) That a proper charge against said sale proceeds is a real estate brokerage commission due John M. Ashley, Jr. of Centreville, Maryland, a duly licensed real estate broker, in the amount of six (6%) per cent, to wit; \$150.00.

Your Petitioners Therefor Pray Your Honors to pass a decree authorizing your Trustees, the Petitioners, to sell the interest of Matilda B. Keating in the real estate described in said Contract of Sale, upon full payment of the purchase price specified in said Contract, in a deed of conveyance of said real estate to the purchaser or his proper assignee named in said Contract, conveying all the right, title and interest of Matilda B. Keating, and all persons claiming by, through or under her, in and to the above mentioned real estate, provided, said purchaser shall have fully performed his part of said Contract, the Sellers in said Contract to be accountable to this Trust Estate for the net proceeds of said sale after payment of said brokerage commission and other proper charges.

Respectfully submitted,

JOHN G. WATSON, Jr.  
John G. Watson, Jr.

ALICE G. WATSON  
Alice G. Watson,  
Trustees for Matilda B. Keating, Incompetent.

Filed Feb. 18, 1963

THIS AGREEMENT OF SALE, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year nineteen hundred and sixty-two, by and between Alice G. Watson, widow, and Alice G. Watson and John G. Watson, Jr., Trustees of Matilda B. Keating, Incompetent, William K. Aldridge and Dorothy M. Aldridge, his wife, Helen M. Aldridge, widow, Helen A. Seward and E. Willis Seward, her husband, all of Queen Anne's County, State of Maryland, Bronaugh W. Deringer, Sr. and Sarah W. Deringer, his wife, of Hollidaysburg, State of Pennsylvania, Bronaugh W. Deringer, Jr. and Dawson S. Deringer, his wife, of Anne Arundel County, State of Maryland, Margaret D. Barrett and Morris K. Barrett, her husband, of Bethesda, State of Maryland, and George W. Aldridge, Jr. and Heather S. Aldridge, his wife, of Queen Anne's County, State of Maryland, (now in service of United States Army), hereinafter referred to as Sellers, and Claude B. Anthony, Jr., of Queen Anne's County, State of Maryland, hereinafter referred to as Buyer.

WITNESSETH, Sellers agree to sell and Buyers agree to purchase - All that tract or parcel of land situate, lying and being in the Town of Centreville, Third Election District, of Queen Anne's County, State of Maryland, fronting on Railroad Avenue in said Town, bounded West by lands of the Queen Anne's Publishing Company, on the North by the lands of Rebecca Turpin, on the West by lands of the Town Commissioners of Centreville and on the South by Railroad Avenue in said Town of Centreville, said lot having a depth from Railroad Avenue of approximately 280 feet and a frontage on said Avenue of approximately 484 feet.

BEING a part of the property devised by Augustus McCable by his Last Will and Testament recorded in W. A. J. No. 1, folio 185, a Will Record Book for Queen Anne's County and by various devises and inheritance from his heirs to the Sellers.

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

1. The aforesaid premises is to be conveyed by the Sellers to the Buyer by a good and sufficient special warranty deed, conveying a good merchantable fee simple title to the same, free from all liens, encumbrances and mortgages and for such deed and conveyance the Buyer agrees to pay to the Sellers the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, of which the sum of Seven Hundred Fifty (\$750.00) Dollars, by way of deposit is now paid the Sellers and the receipt of which is hereby acknowledged by the Sellers and the balance of Six Thousand Seven Hundred Fifty (\$6,750.00) Dollars shall be paid by cash or certified check on the date of settlement.

2. Settlement date shall be March 1, 1963, or a prior or subse-

quent date, mutually agreeable to all parties at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland.

3. All real estate taxes to be apportioned as of settlement date. The Buyer to be liable for all sewer assessments due on said property as of this date, the principal amount being \$978.21.

4. The said deed shall be prepared by the Buyer's attorney at his expense and recorded at his expense, including all re-examination which the Buyer may desire shall be paid by her. The cost of preparing this Agreement and the Broker's commission due John M. Ashley, Jr., for procuring the Buyer are to be the Sellers expense.

5. If the Sellers shall be unable to give title or to make conveyance as herein provided, then the Sellers shall use reasonable diligence to remove any title defect and the time for consummation of this Agreement shall be extended thirty (30) days. In the event Sellers shall be unable to remove such title defect within such time, then any payments made under this Agreement shall be thereupon refunded and all obligations of the parties hereto shall terminate and this Agreement shall be deemed void without recourse to either of the parties hereto.

In the event Buyer fails to perform any of Buyer's agreements herein set forth, then all payments made hereunder or pursuant hereto by Buyer may, at the option of the Sellers, be retained by the Sellers as liquidated damages.

6. This Instrument may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, said parties do hereunder subscribe their names and affix their seals.

WITNESS: (as to Sellers)

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\_\_\_\_\_(SEAL)  
Alice G. Watson, widow  
\_\_\_\_\_(SEAL)  
Alice G. Watson  
\_\_\_\_\_(SEAL)  
John G. Watson, Trustees  
of Matilda B. Keating, Incom.  
\_\_\_\_\_(SEAL)  
William K. Aldridge  
\_\_\_\_\_(SEAL)  
Dorothy M. Aldridge  
\_\_\_\_\_(SEAL)  
Helen M. Aldridge  
\_\_\_\_\_(SEAL)  
Helen A. Seward  
\_\_\_\_\_(SEAL)  
E. Willis Seward  
\_\_\_\_\_(SEAL)  
Bronaugh W. Deringer, Sr.  
\_\_\_\_\_(SEAL)  
Sarah W. Deringer  
\_\_\_\_\_(SEAL)  
Bronaugh W. Deringer, Jr.  
\_\_\_\_\_(SEAL)  
Dawson S. Deringer  
\_\_\_\_\_(SEAL)  
Margaret D. Barrett  
\_\_\_\_\_(SEAL)  
Morris K. Barrett  
\_\_\_\_\_(SEAL)  
George W. Aldridge, Jr.  
\_\_\_\_\_(SEAL)  
Heather S. Aldridge  
Sellers.

Witness: (as to Buyer)  
\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Claude B. Anthony, Jr.

DECREE FOR SALE  
Filed Feb. 26, 1963

Ex Parte In The Matter of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity, No. 4378  
:

Decree For Sale

UPON the Petition of the Trustees filed herein on February 15th, 1963, it is this 26th day of February, 1963, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

That the interest of Matilda B. Keating in the real estate mentioned and described in these proceedings, be sold unto Claude B. Anthony, in conjunction with the sale of the remaining co-tenants interest in said real estate, upon the terms set forth in the Contract of Sale, copy of which is filed in these proceedings marked "Petitioners' Exhibit A", it appearing to the Court that a sale of the interest of Matilda B. Keating, in said real estate, upon said terms, would be to the interest and advantages of said incompetent.

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 agreeable to law at the purchaser's expenses, convey to the purchaser the interest of Matilda B. Keating in said real estate so sold to him, free, clear and discharged of all claims of the parties to this cause and of those claiming by, through or under them or any of them.

And the said Trustees shall bring in this Court all of the money arising from said sale, after the payment to John M. Ashley, Jr., a real estate brokerage commission of six (6%) per cent, of the sale price, to be disbursed or invested under the direction of this Court.

GEORGE B. RASIN, Jr.  
JUDGE.

Filed Feb. 26, 1963

REPORT OF SALE  
Filed March 4, 1963

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MATILDA B. KEATING, : QUEEN ANNE'S COUNTY  
INCOMPETENT : IN EQUITY NO. 4378

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the Real Estate made in this Cause by Alice G. Watson and John G. Watson, Jr., Trustees, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 26th day of February, 1963, your Trustees on the 28th day of February, 1963, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as Petitioners' "Exhibit A" to sell the one-third interest of Matilda B. Keating in the parcel of land mentioned and described in the aforesaid Contract of Sale unto Claude B. Anthony at and for the sum of \$2,500.00 in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted,

ALICE G. WATSON  
Alice G. Watson

JOHN G. WATSON, Jr.  
John G. Watson, Jr., Trustees  
of Matilda B. Keating, Incompetent

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

I HEREBY CERTIFY, that on this 4th day of March, 1963, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Alice G. Watson and John G. Watson, Jr., Trustees of Matilda B. Keating, Incompetent, and made oath in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

MARCY FOSTER COLLIER  
Notary Public

Filed March 4, 1963

Notary Public Seal.

ORDER NISI ON SALE  
Filed March 4, 1963

ORDER NISI ON SALE

EX PARTE IN THE MATTER OF  
MATILDA B. KEATING,  
INCOMPETENT

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4378

ORDERED, this 4th. day of March, 1963, that the sale of the real property, made and reported in this cause by Alice G. Watson and John G. Watson, Jr., Trustees, be ratified and confirmed, on or after the 4th. day of April, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th. day of March, 1963.

The report states the amount of sales to be \$2,500.00.

CHARLES W. CECIL Clerk

Filed March 4, 1963

PETITION  
Filed March 15, 1963

In The Matter of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity No. 4378

Petition

To The Honorable, The Judges of Said Court:

The Petition of John G. Watson, Jr. and Alice G. Watson, Trustees, unto your Honors respectfully represents:

(1) That your Petitioners are the Trustees of Matilda B. Keating, Incompetent, and pursuant to an Order of this Court dated February 26, 1963, did sell a parcel of land and did thereafter report the sale unto this Court on the 4th day of March 1963, which Report of Sale states the purchaser of said lands to be one, Claude B. Anthony, Jr., at and for the purchase price of \$7,500.00.

(2) That the said Claude B. Anthony has assigned all his right, title and interest in the Contract of Sale for this parcel of land unto Ashley Brothers, Inc., a Maryland corporation, for the consideration of \$2,500.00.

WHEREUPON your Petitioners pray this Honorable Court to substitute Ashley Brothers, Inc., as the purchaser of the aforementioned land in the place and stead of the purchase set forth in the aforesaid Report of Sale.

Respectfully submitted,

JOHN G. WATSON, Jr.  
John G. Watson, Jr.

ALICE G. WATSON  
Alice G. Watson, Trustees  
of Matilda B. Keating, Incom.

Filed March 15, 1963

ORDER  
Filed March 18, 1963

UPON the foregoing Petition IT IS ORDERED this 18th day of March, 1963, by the Circuit Court for Queen Anne's County, that Ashley Brothers, Inc., be substituted as purchaser of the lands in said cause ordered to be sold on February 26, 1963, to stand in place and stead of the purchaser thereof mentioned in the Report of Sale heretofore filed in this Cause.

GEORGE B. RASIN, Jr.  
Judge.

Filed March 18, 1963

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE  
Filed March 29, 1963



Ex Parte In The Matter of  
Matilda B. Keating,  
Incompetent

In the Circuit Court  
for Queen Anne s County  
in Equity

Cause No. 4378

ORDERED, this 4th day of March, 1963, that the sale of the real property, made and reported in this cause by Alice G. Watson and John G. Watson, Jr., Trustees, be ratified and confirmed on or after the 4th day of April, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne s County, Maryland, once in each of three successive weeks before the 28th day of March, 1963.

The report states the amount of sales to be \$2,500.00.

CHARLES W. CECIL, Clerk

Filed: March 4, 1963

True Copy

Test:

CHARLES W. CECIL, Clerk

3t-3-21

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 28, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi on Sale in the case of Matilda B. Keating, Incompetent, a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne s County, Maryland, once a week for 3 successive weeks before the 28th day of March, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of March 1963, and the last insertion on the 21st day of March, 1963

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

Filed March 29, 1963

By E. A. DADDS

PURCHASER'S AFFIDAVIT  
Filed April 5, 1963

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MATILDA B. KEATING, : QUEEN ANNE'S COUNTY  
INCOMPETENT. : NO. 4378

PURCHASER'S AFFIDAVIT

I HEREBY CERTIFY, that on this 1st day of April, 1963, before me, a Notary Public in and for Queen Anne's County, State of Maryland, personally appeared Sydney G. Ashley, Treasurer of Ashley Brothers, Inc., substituted purchasers in the purchase of the Matilda B. Keating interest in land situated on Railroad Avenue, Town of Centreville, Queen Anne s County, Maryland, and made oath to the following matters:

(1) Ashley Brothers, Inc., is not acting as agent for anyone in this sale.

(2) Ashley Brothers, Inc., is the only principal involved in this sale.

(3) That Ashley Brothers, Inc., neither directly or indirectly discouraged anyone from bidding on this property and Sydney G. Ashley did further make oath that the above statements are true and correct and within his personal knowledge.

Notary Public Seal.

MARCY FOSTER COLLIER  
Notary Public  
My commission expires:5-6-63

Filed April 5, 1963

FINAL ORDER OF RATIFICATION  
Filed April 5, 1963

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County

Incompetent.

No. 4378

Final Order Of Ratification

ORDERED, this 4th day of April, 1963, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Alice G. Watson and John G. Watson, Jr., Trustees and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary, thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this Cause, and the Trustees are allowed their usual commission and all expenses incident to the making of said sale, not personal, for which they shall produce vouchers therefor to the Auditor.

GEORGE B. RASIN, Jr.  
Judge.

Filed April 5, 1963

PETITION

Filed April 30, 1964

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity, No. 4378

Petition For Authority To  
Sell Interest in Real Estate

To The Honorable, The Judges Of Said Court:

The Petition of John G. Watson, Jr. and Alice G. Watson, Trustees in the above cause, by their attorney, Robert R. Price, Jr., unto your Honors, respectfully sets forth:

(1) That a part of the corpus of this Trust Estate consists of the interest of Matilda B. Keating, as co-tenant with numerous other Keating Heirs, in the real estate, described, as follows:

ALL that certain lot or parcel of land situate, lying and being on the North side of Railroad Avenue, in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, said lot being bounded on the East by other lands of the Grantee, on the North by lands of Eastern States Farmers Exchange, Inc., on the West by the lands of, or formerly of C. S. Thomas, and on the South by Railroad Avenue said lot having a frontage on Railroad Avenue of approximately 60 feet and a depth therefrom of approximately 158 feet, and being the remainder of the "Keating Home Lot" of which the grantee herein previously purchased the other parcel.

Said lot being unimproved and non-income producing, the interest of Matilda B. Keating, being an undivided one-third interest as tenant in common.

(2) That your Trustees desire to hereby make known and report to this Honorable Court that Beulah P. Jump has made an offer to \$3,000. for said real estate and your Trustees in their judgment deem it advisable and advantageous to the best interest of their cestuique trust be sold with the interest of the co-tenants and that the one-third net interest of the proceeds of sale be distributed to your Trustees.

(3) That a proper charge against said sale proceeds is a real estate brokerage commission due Eastern Shore Estates Co. of Centreville, Maryland, in the amount of six (6%) per cent.

Your Petitioners Therefore Pray Your Honors, to pass a decree authorizing Your Trustees to sell the interest of Matilda B. Keating in the real estate described aforesaid, upon full payment of the purchase price.

Respectfully submitted,

ROBERT R. PRICE, Jr.  
Robert R. Price, Jr. Attorney  
for John G. Watson, Jr. &  
Alice G. Watson, Trustees  
of Matilda B. Keating, Incom.

Filed April 30, 1964

DEPOSITIONS

Filed April 30, 1964

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity, No. 4378

Depositions

Pursuant to notice given unto your Examiner, by Robert R. Price, Jr.,

Attorney for the Petitioners, of his desire to take testimony in support of the Petition filed on Apr. 30, 1964, your Examiner did attend at the office of Robert R. Price, Jr., Attorney at Law, Centreville, Maryland on April 29, 1964, at 9:30 A.M., and after administering the oath to Marcy F. Collier, Stenographer, did administer the oath to Charles E. Anthony, Jr. and Max E. Sherman, Jr. both of Centreville, Maryland, the two (2) witnesses produced by the Petitioners, there being present in addition thereto only Robert R. Price, Jr., Attorney at Law, and did proceed to take the following depositions.

B. HACKETT TURNER  
B. Hackett Turner,  
Examiner.

Filed 30 Apr. '64

The first witness on behalf of the Petitioners, Charles E. Anthony, Jr., being duly sworn did depose and say:

Questions by Mr. Price:

Q. Please state your name and address.

A. Charles E. Anthony, Jr., Centreville, Maryland

Q. What is your occupation?

A. I have been a real estate broker for nine years.

Q. Are you familiar with property valuations in the Town of Centreville?

A. Yes, I am.

Q. Are you familiar with the lot of land fronting on Railroad Avenue in the Town of Centreville adjacent to the Yellow Brick Residence of Beulah Jump?

A. Yes, I am.

Q. Would you describe this property?

A. This property fronts on Railroad Avenue for a distance of 60 feet and is adjacent and on the East side of the Beulah Jump property and has a depth of 160 feet.

Q. If this property improved?

A. No, this property is not improved.

Q. To your knowledge, is there any income derived from this property?

A. There is no income derived from this property.

Q. Does it have any income producing value as of now?

A. It produces no income.

Q. The Trustees of Matilda B. Keating have been offered \$3,000. for this lot, do you consider this a fair price for this property?

A. I consider \$3,000. a fair market value for this property.

Q. On what basis?

A. The price is in line, generally, with other properties that have been sold on Railroad Avenue for commercial purposes, in fact, this property is priced higher on front foot basis than the property recently sold East of the Record Observer building.

Q. In your opinion, would the sale of this lot at the offered price of \$3,000. be advantageous to the trust estate of Matilda B. Keating?

A. Yes, the sale of this property would be advantageous because it is selling for a good price and the money received from the sale could be invested in income producing property or securities.

The second witness, on behalf of the Petitioners, Max E. Sherman, Jr., being duly sworn did depose and say:

Questions by Mr. Price:

Q. Please state your name and address.

A. Max E. Sherman, Jr., Centreville, Maryland.

Q. What is your occupation?

A. I have been a real estate broker and insurance agent for ten years.

Q. Are you familiar with property valuations in the Town of Centreville?

A. Yes.

Q. Are you familiar with the lot of land fronting on Railroad Avenue in the Town of Centreville adjacent to the Yellow Brick Residence of Beulah Jump?

A. Yes.

Q. Would you please describe this property?

A. It is an unimproved lot on Railroad Avenue with 60 feet front and 160 feet deep on one side and 158 on the other.

Q. To your knowledge, is there any income derived from this property?

A. No.

Q. Does it have any income producing value as of now?

A. No.

Q. The Trustees of Matilda B. Keating have been offered \$3,000. for this lot, do you consider this a fair price for this property?

A. Yes.

Q. On what basis?

A. Comparable sales and lack of sales for such property.

Q. In your opinion, would the sale of this lot at the offered price of \$3,000. be advantageous to the trust estate of Matilda B. Keating?

A. I think it is selling for a fair price. Since the estate has offered it for sale, I think it wise to sell it and re-invest the money that will bring in an income to the estate.

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

B. Hackett Turner, Examiner-----\$10.00

March F. Collier, Steno.----- 10.00

All witnesses waive fee.

And I do further certify that said depositions were commenced at 9:30 A.M. and were completed at 10:00 A.M. and were completed at 10:00 A.M. or a period of one-half an hour.

B. HACKETT TURNER  
Examiner.

Filed April 30, 1964

DECREE FOR SALE  
Filed May 7, 1964

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity, No. 4378

Decree For Sale

UPON the Petition of the Trustees, by Robert R. Price, Jr., their attorney, filed herein on April 30, 1964, it is this 6th day of May, 1964, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, As follows:

That the interest of Matilda B. Keating in the real estate mentioned and described in these proceedings, be sold unto Beulah P. Jump, in conjunction with the sale of the remaining co-tenants interest in said real estate, it appearing to the Court that a sale of the interest of Matilda B. Keating in said real estate would be to the interest and advantage of said incompetent.

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, agreeable to law at the expense of the purchaser, convey to the purchaser the interest of Matilda B. Keating in said real estate so sold to her, 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 the said Trustees shall bring in 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 six (6%) per cent, of the sale price, to be disbursed or invested under the direction of this Court.

GEORGE B. RASIN, Jr.  
JUDGE.

Filed May 1, 1964

REPORT OF SALE  
Filed May 21, 1964

Ex Parte In The Matter of : In The Circuit Court for  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity  
No. 4378

Report of Sale

The Report of Sale of the real estate made in this Cause by Alice G. Watson and John G. Watson, Jr., Trustees in the above cause, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 6th day of May, 1964, your Trustees on the 7th day of May, 1964, proceeded in accordance with the terms of the Petition for Authority to Sell and said Decree and sold the one-third interest of Matilda B. Keating in the parcel of land mentioned and described in the aforesaid Petition unto Beulah P. Jump at and for the sum of \$1,000. in accordance with the terms and conditions set forth in said Decree.

Respectfully submitted,  
ALICE G. WATSON  
Alice G. Watson  
JOHN G. WATSON, Jr.  
John G. Watson, Jr., Trustees  
of Matilda B. Keating, Incom.

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

I HEREBY CERTIFY, that on this 19th day of May, 1964, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Alice G. Watson and John G. Watson, Jr., Trustees of Matilda B. Keating, Incompetent, and made oath in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

MARCY FOSTER COLLIER  
Notary Public,  
Notary  
Public  
Seal.

Filed May 21, 1964

PURCHASER'S AFFIDAVIT  
Filed May 21, 1964

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : In Equity  
No. 4378

Purchaser's Affidavit

I HEREBY CERTIFY that before me, on this 21st day of May, 1964, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Beulah P. Jump, purchaser of the Matilda Keating interest in land situated on Railroad Avenue, Town of Centreville, Queen Anne's County, Maryland, and made oath to the following:

- (1) Beulah P. Jump is not acting as agent for anyone in this sale.
- (2) Beulah P. Jump is the only principal involved in this sale.
- (3) Beulah P. Jump neither directly or indirectly discouraged anyone from bidding on this property.

MARCY FOSTER COLLIER  
Notary Public  
Notary Public  
Seal.

Filed May 21, 1964

ORDER NISI ON SALE  
Filed May 21, 1964

ORDER NISI ON SALE

Ex Parte In the )  
Matter of Matilda B. ) In the Circuit Court  
for Queen Anne's County



Keating, Incompetent

)  
)  
)

In Equity

Cause No. 4378

ORDERED, this 21st. day of May, 1964, that the sale of the real property, made and reported in this cause by Alice G. Watson and John G. Watson, Jr., Trustees, be ratified and confirmed, on or after the 22nd. day of June, 1964, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th. day of June, 1964.

The report states the amount of sales to be \$1,000.00.

CHARLES W. CECIL Clerk

Filed May 21, 1964

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE  
Filed July 6, 1964

ORDER NISI ON SALE

EX PARTE IN THE MATTER OF  
MATILDA B. KEATING  
INCOMPETENT

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
CAUSE NO. 4378

ORDERED, this 21st day of May 1964, that the sale of the real property, made and reported in this cause by Alice G. Watson and John G. Watson, Jr., Trustees, be ratified and confirmed, on or after the 22nd day of June, 1964, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of June, 1964.

The report states the amount of sales to be \$1,000.00.

CHARLES W. CECIL, Clerk

Filed: May 21, 1964

True Copy

Test:

CHARLES W. CECIL, Clerk

3t-6-11

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 24, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale in the estate of Matilda B. Keating, Incompetent, Cause No. 4378 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for three successive weeks before the 15th day of June, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of May 1964, and the last insertion on the 11th day of June, 1964.

THE RECORD-OBSERVER CORPORATION

By JEAN P. STEARNS  
Jean P. Stearns

Filed July 6, 1964

FINAL ORDER OF RATIFICATION  
Filed July 8, 1964

Ex Parte In The Matter Of : In The Circuit Court For  
Matilda B. Keating, : Queen Anne's County  
Incompetent. : No. 4378

Final Order of Ratification

ORDERED, this 7th day of July, 1964, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Alice G. Watson and John G. Watson, Jr. Trustees and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary, thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this Cause, and the Trustees are allowed their usual commission and all expenses incident to the making of said sale, not personal, for which they shall produce vouchers therefor to the Auditor.

GEORGE B. RASIN, Jr.  
JUDGE.

Filed July 8, 1964

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of January, in the year nineteen hundred and sixty three, the following Petition For Appointment of Trustee was brought to be recorded, to wit:-

In Re DELHA DANCY ROLPH,  
Incompetent.

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Ø

In the Circuit Court For  
Queen Anne's County  
in Equity  
Cause No. 4513

PETITION FOR APPOINTMENT OF TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Fletcher Rolph, III, next friend of Delha Dancy Rolph, unto your Honors, respectfully shows:

1. That your petitioner, John Fletcher Rolph, III is the son of Delha Dancy Rolph; and that said Delha Dancy Rolph has become afflicted with a mental disability rendering her incompetent to manage her property, as is shown by certificates of Dr. Jacob Morgenstern and Dr. Thomas J. Dredge, neuro-psychiatrists, who are now attending Delha Dancy Rolph (she being a patient at Eastern Shore State Hospital, at Cambridge, Maryland), which are attached hereto as parts hereof.

2. That, as appears by the aforementioned certificates, the confinement and treatment of Delha Dancy Rolph will apparently continue for an indefinite time.

3. That in order to protect the property of said Delha Dancy Rolph pending her recovery, your petitioner desires that he be appointed as trustee to take charge of and manage the property of Delha Dancy Rolph in accordance with the laws of Maryland.

4. 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

An undivided one-third (1/3) interest in the lot of land improved by a two-room, one-story, brick office building, known as 111 Lawyers Row, Centreville, Maryland acquired by Will of Frances K. Brown, late of Queen Anne's County, deceased, appraised as of January 4, 1963, by Eastern Shore Estates Company, as per letter attached hereto, and prayed to be taken as a part hereof, at and for the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00); one-third thereof being... \$1,250.00

PERSONAL ESTATE

A one-third interest in the personal estate of the late Frances K. Brown, now under administration in the Orphans' Court of Queen Anne's County, valued as follows, per advice of Howard Wood, Attorney for John B. Brown, Administrator C.T.A. of said Estate, to wit:

Estate Assets	\$7,373.35		
Estimated Liabilities as known at present:			
Funeral Expenses	\$537.55		
Administration costs	870.33		
Debt for Hospital Maintenance	<u>1,153.60</u>	<u>2,561.48</u>	
One-third of.....	\$4,811.87	\$1,603.96	
Less. Inheritance Tax: 7 1/2% of \$1,603.96		<u>120.30</u>	
		\$1,483.66	\$1,483.66
One-third (1/3) share of Delha Dancy Rolph in Proceeds of Metropolitan Life Insurance Company Annuity Contract 33-472-AB payable as a result of the death of the Annuitant,			
Frances K. Brown			<u>1,898.52</u>
Total, Personal Estate			<u>\$3,382.18</u>
AND: Delha Dancy Rolph is the recipient of Social Security payments from the United States of America which are now being applied to her hospital maintenance expense in the sum of approximately Fifty Dollars (\$50.00) per month.			

5. That your petitioner resides within the District of Columbia; but, despite the fact that he is not a Maryland resident, your petitioner is advised that he is entitled to be appointed as trustee in this proceeding by virtue of the reciprocity provision of Section 133 of Article 16 of the Annotated Code of Maryland, 1957 edition, and by virtue of Local Rule Number Twenty-Two (22) of the United States District Court for the District of Columbia which expressly permits the appointment of a non-resident fiduciary, subject to the filing of an irrevocable power of attorney.

WHEREFORE, your petitioner applies for his appointment as trustee for Delha Dancy Rolph, and does therefore pray this honorable Court to pass an order (a) directing the said Delha Dancy Rolph to be summoned within ten (10) days by subpoena directed to the Sheriff of Dorchester County, Maryland, (b) requiring that within the same time a copy of the Summons, Petition and Order shall be left with the Superintendent of the Eastern Shore State Hospital, where Delha Dancy Rolph resides, (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 in the premises.

And as in duty bound, etc.,

HOWARD WOOD  
(Howard Wood)  
Attorney for Petitioner  
Centreville, Maryland  
Telephone: Centreville 343

JOHN FLETCHER ROLPH, III  
(John Fletcher Rolph, III)  
Petitioner  
Residence Address:  
4413 - Kingle St. N.W.,  
Washington, 16, D.C.  
Washington, D. C.

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, TO WIT:

On this the 15th day of January, 1963, before me, the subscriber, a Notary Public of the United States of America, in and for the District of Columbia, personally appeared the above named Petitioner, John Fletcher Rolph, III, and made oath in due form of law that the matters and facts stated in the within and afore-going PETITION are true to the best of his knowledge and belief.

Notary Public Seal.

MILDRED K. MATCHITT  
Notary Public  
My commission Expires Oct. 31, 1965

Filed Jan. 17, 1963

PHYSICIAN'S CERTIFICATE  
Filed Jan. 17, 1963

STATE OF MARYLAND, )  
DORCHESTER COUNTY ) TO WIT:

I, Thomas J. Dredge, M.D., the undersigned, hereby certify that I am a neuro-psychiatrist; that Delha Dancy Rolph has been a patient in the Eastern Shore State Hospital, Cambridge, Maryland, continuously since August 29, 1949; that I am attending her as of the date of this certificate; that, on the basis of my examination, I am satisfied that Delha Dancy Rolph is of unsound mind and incapable of governing herself or managing her property; that this disability is due to a mental disorder known as Involutional Psychosis that this disability is total; and that the probable duration of the incompetency is permanent.

THOMAS J. DREDGE M.D.  
AFFIANT

Subscribed and sworn to before me this 2 day November of 1962.

BESSIE O'NEAL OREM  
Notary Public

My commission expires May 6, 1963

Notary  
Public  
Seal.

Filed Jan. 17, 1963

PHYSICIAN'S CERTIFICATE  
Filed January 17, 1963

STATE OF MARYLAND, )  
DORCHESTER COUNTY ) TO WIT:

I, Jacob Morgenstern, M.D., the undersigned, hereby certify that I am a neuro-psychiatrist; that Delha Dancy Rolph has been a patient in the Eastern Shore State Hospital, Cambridge, Maryland, continuously since August 29, 1949; that I am attending her as of the date of this certificate; that, on the basis of my examination, I am satisfied that Delha Dancy Rolph is of unsound mind and incapable of governing herself or managing her property; that this disability is due to a mental disorder known as Schizophrenic Reaction, Paranoid Type that this disability is very serious; and that the probable duration of the incompetency is indefinite.

JACOB MORGENSTERN M.D.  
AFFIANT

Subscribed and sworn to before me this 2 day of November, 1962.

BESSIE O'NEAL OREM  
Notary Public

My commission expires May 6, 1962

Notary  
Public  
Seal.

Filed Jan. 17, 1963

In Re DELHA DANCY ROLPH,  
Incompetent.

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In The Circuit Court for  
Queen Anne's County  
In Equity  
Cause No. 4513

Upon the within and foregoing Petition, Certificates and Affidavit, IT IS ORDERED, this 28st day of January, 1963, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the proceedings in this cause are hereby set down for hearing before this Court at 10 O'clock A.M., on the 15th day of February, 1963, provided that Delha Dancy Rolph be summoned by subpoena directed to the Sheriff of Dorchester County, Maryland, to be duly served on or before the 5th day of February, 1963, and provided a copy of said Petition, of said Summons, and of this ORDER be left with the Superintendent of the Eastern Shore State Hospital on or before said last-mentioned date; AND IT IS FURTHER ORDERED, that Delha Dancy Rolph may appear and answer the premises at any time before or after any decree of appointment of trustee for Delha Dancy Rolph which may be passed by this Court.

THOS. J. KEATING, Jr.  
Judge

Filed Jan. 28, 1963

SUMMONS AND RETURN  
Filed Feb. 1, 1963

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

Feb. 5, 1963 Return Day  
File No. 4513  
Docket T.S.P.#2, fol. 258

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

TO: Delha Dancy Rolph  
Eastern Shore State Hospital  
Cambridge, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County that is, at any time before or after decree, appear and answer the petition of

John Fletcher Rolph III  
4413-Klingle St. N.W.  
Washington, 16, D.C.

Issued the 28th. day of January 1963.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood  
Centreville, Maryland  
ADDRESS: Telephone: 343

CHARLES W. CECIL  
Clerk  
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

While you are not required to appear and answer, the hearing on the petition accompanying this summons has been set for February, 15, 1963, at 10 o'clock A.M. at Court House in Centreville, Maryland, at which time and place a decree will be entered if you do not appear and answer.

(This summons and the accompanying petition and order must be served upon said Delha Dancy Rolph and copies thereof left with her as well the Superintendent of Eastern Shore State Hospital on or before the 5th. day of February, 1963.)

Filed Feb. 1, 1963

And on the back of the foregoing is the following Return, to wit:

Summoned and copy of Summons, Petition, Order of Court served on and copies left with Delha Dancy Rolph and Dr. Harold English Supt. Eastern Shore State Hospital this 30th day of January 1963.

C. CALVERT CREIGHTON, J.J.  
C. Clavert Creighton, Sheriff Dor. Co.  
Md.

DECREE  
Filed Feb. 21, 1963

In Re DELHA DANCY ROLPH,  
Incompetent.

In the Circuit Court for  
Queen Anne's County  
in Equity  
Cause No. 4513

DECREE

The Petition, Doctors' Certificates and Order of Court thereon having been read and considered, and Delha Dancy Rolph appearing to have been summoned as provided by said Order and having failed to appear either in person or by solicitor, as provided by said Order, IT IS, this 21st day of February, 1963, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Delha Dancy Rolph, be and she is hereby declared to be incompetent and incapable of managing her property and estate.

AND IT FURTHER APPEARING that said incompetent is possessed of a

personal estate of about Three-Thousand Four Hundred Dollars (\$3,400.00). IT IS FURTHER ADJUDGED, ORDERED and DECREED that John Fletcher Rolph, III, be and he is hereby appointed trustee of said incompetent's estate to take charge of same and manage the same under direction of this Court, provided, however, that before said trustee shall proceed to act as such he shall proceed to act as such he shall first file in this cause a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court or by the Clerk of this Court, in the penalty of \$4000.00 if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance of his duties as said trustee and for the faithful performance and execution of the trust reposed in him by this Decree or which may be reposed in him by any further Decree or Order in the premises.

THOS. J. KEATING, Jr.  
Judge

Filed Feb. 21, 1963

BOND  
Filed Feb. 27, 1963

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this twenty-seventh day of February in the year nineteen hundred and sixty-three, the following bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that I, JOHN FLETCHER ROLPH, III, of the City of Washington, in the District of Columbia, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a body corporate, duly incorporated in the State of Maryland, in the full and just sum of Four Thousand Dollars (\$4,000.00), current money of the United States of America to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed and with our seals and dated this 27th day of February, 1963;

WHEREAS, the above bounden John Fletcher Rolph, III, has been appointed by a decree of the Circuit Court for Queen Anne's County Maryland, in Equity, passed on the 21st day of February, 1963, trustee to take charge of and manage the property and estate of Delha Dancy Rolph, incompetent, under the direction of said Court; said decree having been passed in a Cause in said Court entitled "In Re Delha Dancy Rolph, Incompetent", being Cause No. 4513 on the Chancery Docket of said Court;

NOW, THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden JOHN FLETCHER ROLPH, III shall well and faithfully perform the duties of said Trustee and of the trust reposed in him by said decree, or which may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered  
in the presence of:

(s) JOHN FLETCHER ROLPH, III (SEAL)  
(John Fletcher Rolph, III)

(s) MRS. W. M. McANULTY

HARTFORD ACCIDENT AND INDEMNITY CO.

(s) ANITA BOYD

BY /s/ HOWARD WOOD, 3rd  
(Howard Wood, 3rd)  
Its Attorney-in-Fact

ATTEST (as to corporate seal):

(s) ANITA BOYD

Corporate SEAL

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

Security approved and Bond filed February 27, 1963.

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No.2, folio 208, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County, this 27th day of February in the year nineteen hundred and sixty-three.

Clerk of Circuit  
Court Seal.

CHARLES W. CECIL  
Clerk

Filed Feb. 27, 1963

PETITION FOR SALE, CERTIFICATE OF VALUE & CONTRACT  
Filed Jan. 14, 1965

IN RE OF THE MATTER  
OF DELHA DANCY ROLPH,  
INCOMPETENT

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY, CAUSE NO. 4513

: : : : :



PETITION FOR AUTHORITY TO SELL INTEREST IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Fletcher Rolph, III, Trustee, 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 Delha Dancy Rolph, as co-tenant with Dorothy M. Foster and John B. Brown, in the real estate described in the Contract of Sale attached hereto as "Petitioners Exhibit A", being an undivided one-third interest, in fee simple.

2. That on January 4, 1963 an appraisal was filed in this matter in this Honorable Court (Chancery 4730) evaluating the entire property at the sum of THREE THOUSAND SEVEN HUNDRED and FIFTY DOLLARS (\$3,750.00); that there is also filed herewith as a part of this petition the certificate of two owners of real estate in Queen Anne's County who are also real estate brokers and who are familiar with real estate values in this locality indicating that it would be advantageous to make said sale at the aforementioned price.

3. That your Trustee desires to make known and report to this Honorable Court that the purchase price for said real estate of THREE THOUSAND DOLLARS (\$3,000.00) (a 2/3 interest) provided in said Contract of Sale, is in his opinion an excellent price, therefor, and that in the judgment of your Trustee it would be advantageous and to the best interest of his cestui que trust that the interest of said cestui que trust be sold with the interest of Dorothy M. Foster, in said real estate to the purchaser, John B. Brown, who is the owner with them of an undivided one-third interest in said real estate and upon the terms set forth in said Contract of Sale and the net proceeds of sale divided equally between this trust estate and Dorothy M. Foster.

4. Your Petitioner, Therefore Prays, Your Honors, to pass a decree authorizing your Trustee, the Petitioner, to sell the interest of Delha Dancy Rolph in the real estate described in said Contract of Sale filed herein by joining with Dorothy M. Foster, upon full payment of the purchase price specified in said contract, in a deed of conveyance of said real estate to the purchaser named in said contract, his heirs and assigns, conveying all the right, title and interest of Delha Dancy Rolph and all persons claiming by, through or under her, in and to the above mentioned real estate, provided said purchaser shall have fully performed his part of said Contract, the Sellers in said contract to be accountable to this trust for the net proceeds of said sale after the payment of proper charges.

Respectfully submitted,

JOHN FLETCHER ROLPH III, Trustee for  
Delha Dancy Rolph, Incompetent  
John Fletcher Rolph, III  
Trustee of Delha Dancy Rolph,  
Incompetent.

Filed Jan. 14, 1965

IN RE OF THE MATTER  
OF DELHA DANCY ROLPH,  
INCOMPETENT

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

: : : :

CERTIFICATE OF VALUE

We, the undersigned, do hereby certify that we are landowners and real estate brokers in Queen Anne's County, State of Maryland, familiar with the values of real estate in the Third Election District of Queen Anne's County and particularly the real estate at 111 Lawyers Row, Centreville, Maryland, which is occupied as a law office by Clayton C. Carter, and being the property, title to which is in Dorothy M. Foster, Delha Dancy Rolph, and John B. Brown, and that, in our opinion, it will be to the interest and advantage of Delha Dancy Rolph that said real estate be sold for the sum of THREE THOUSAND DOLLARS (\$3,000.00); 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 two-thirds (2/3) interest.

WITNESS our hands this 14 January, 1965.

MAX C. SHERMAN, Jr.  
Max C. Sherman, Jr.

CHARLES E. ANTHONY, Jr.  
Charles E. Anthony, Jr.

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

I HEREBY CERTIFY that on this 14 day of January, 1965, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared MAX C. SHERMAN, JR. and CHARLES E. ANTHONY, JR. and made oath in due form of law that the matters and facts set forth in the foregoing Certificate of Value are true to the best of their knowledge and belief.

CHARLES W. CECIL  
Clerk of the Circuit Court

Filed Jan. 14, 1965

This CONTRACT OF SALE, made this \_\_\_\_\_ day of December 1964, by and between DOROTHY M. FOSTER, of Baltimore, State of Maryland, JOHN FLETCHER ROLPH, III, of Washington, District of Columbia, Trustee of Delha Dancy Rolph, Incompetent, par-

ties of the first part, hereinafter called "Sellers", and JOHN B. BROWN, of Bethesda, Montgomery County, Maryland, party of the second part, hereinafter called "Buyer".

WITNESSETH, that subject to the conditions hereinafter expressed, the Sellers do hereby agree to sell and do sell unto the Buyer and the Buyer does hereby agree to buy and does buy of the Sellers, upon the terms and conditions hereinafter set forth, all the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on the south or southwest side of Lawyers' Row in the Town of Centreville, in the Third Election District of Queen Anne's County, in the State of Maryland, improved by an office building, which was devised to Frances K. Brown, by the Will of Madison Brown, deceased, recorded in Liber N. S. D. No. 1, folio 508, a Will record book for said county.

BEING also the same property to which title passed upon the death of Frances K. Brown, testate, in 1962, unto Dorothy M. Foster, Delha Dancy Rolph, her sisters, and John B. Brown, her brother, a one-third undivided interest to each; said Will dated July 27, 1935, and recorded among the Will Records of Queen Anne's County in Liber E. C. W. No. 1, folio 377.

#### TERMS OF SALE

The purchase price for said two-thirds interest in said real estate is THREE THOUSAND DOLLARS (\$3,000.00), of which the sum of THREE HUNDRED DOLLARS (\$300.00) is to be paid upon execution of this Contract of Sale by cash or certified check and the balance, the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS by cash or certified check upon settlement date as hereinafter set out.

Final settlement shall be made at the office of B. Hackett Turner, Attorney, 109 Lawyers Row, Centreville, Maryland, between the hours of 9:00 A.M. and 3:00 P.M., or such other location as may be agreeable to the parties hereto, on the 20th day of March, 1965.

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 Buyer as his interest may appear, pending the discharge of this Contract of Sale.

The Sellers agree to convey the real estate to contain the usual covenants 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 Buyer shall pay for such title examination and/or guarantee as he may desire to procure, and that he 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 make conveyance as above provided, then the Sellers shall use reasonable diligence to remove any title defect or disability and the time for consummation of this agreement shall be extended thirty (30) days. Should the Sellers be unable to remove such title defect, or to make conveyance herein provided within such time, then the initial THREE HUNDRED DOLLARS (\$300.00), deposit money, shall be thereupon refunded and this Contract of Sale shall become null and void, without further liability upon the Buyer 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 Buyer fails to perform any of his agreements herein set forth, including without limitation the tender of a deed prepared by him for execution, all payments made hereunder by the Buyer may, at the option of the Sellers, be retained by the Sellers as liquidated damages.

All State, County and Town Taxes, and other charges upon the real estate for the year 1964-1965 shall be apportioned as of date of settlement between the Buyer and the Sellers, as shall rent due from the Lessee of this property, Clayton C. Carter.

This Contract of sale is conditional in the following respect: Whereas, Delha Dancy Rolph has been adjudicated incompetent by the Circuit Court for Queen Anne's County, in Equity, being Chancery Cause No. 4513, and John Fletcher Rolph, III has duly qualified as her Trustee in said Court, this Contract of Sale is therefor conditional upon approval and final ratification of the aforesaid Court of the herein stated terms of sale; in the event said Court should refuse to approve this Contract of Sale, there shall be no liability upon the Sellers, except to return the money deposited to the Buyer and pay the costs of the Chancery proceedings; the Trustee to diligently institute and proceed with the necessary requirements for said approval and ratification.

The parties hereby covenant that this Contract of Sale shall be performed in the manner and at the times herein provided for the performance of the same, shall bind and inure to the benefit of themselves, their respective heirs, personal representatives and assigns, and is executed in duplicate.

WITNESS the hands and seals of the parties hereto.

WITNESS: (as to Sellers)

MARION L. FLOWERREE

FRANCIS KEY MURRAY, Jr.

DOROTHY M. FOSTER (SEAL)  
Dorothy M. Foster

Trustee  
JOHN FLETCHER ROLPH, III (SEAL)  
John Fletcher Rolph, III, Trustee  
SELLERS

WITNESS; (as to Buyer)

MARY ROSS BROWN

JOHN B. BROWN (SEAL)  
John B. Brown 1-6-65  
BUYER

Filed Jan. 14, 1965

DECREE FOR SALE

Filed Jan. 19, 1965

IN RE OF THE MATTER  
OF DELHA DANCY ROLPH,  
INCOMPETENT

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY,  
IN EQUITY, CAUSE NO. 4513

: : : : :  
DECREE FOR SALE

Upon the Petition of the Trustee filed herein on the 14th day of January, 1965, it is this 19th day of January, 1965, by the Circuit Court for Queen Anne's County, In Equity, Adjudged, Ordered and Decreed, as follows:

That the interest of Delha Dancy Rolph in the real estate mentioned and described in these proceedings be sold unto John B. Brown, in conjunction with the sale by Dorothy M. Foster, to said purchaser of their 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 Delha Dancy Rolph in said real estate, upon said terms, would be to the interest and advantage of said incompetent.

That as soon as may be convenient after he has made said sale, the Trustee shall return to the Court a full and particular account of sale sale, with an affidavit of the truth thereof and of the fairness of sale sale.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money and not before, the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded agreeably to law at the purchaser's expense, convey to the purchaser the interest of Delha Dancy Brown in said real estate so sold to him, free, clear and discharged of all claims of the parties to this cause and of those claiming by, through or under them or any of them.

And the said Trustee shall bring into this Court all of the money arising from said sale to be disbursed or invested under the direction of this Court.

THOS. J. KEATING, Jr.  
JUDGE

Filed Jan. 19, 1965

REPORT OF SALE

Filed Feb. 1, 1965

IN RE OF THE MATTER OF  
DELHA DANCY ROLPH,  
INCOMPETENT

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY, CAUSE NO. 4513

REPORT OF SALE

The Report of Sale of the Real Estate made in this Cause by John Fletcher Rolph, III, Trustee, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 19th day of January, 1965, your Trustee on the 19th day of January 1965, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as "Complainant's Exhibit A" to sell the one-third interest of Delha Dancy Rolph in the real estate mentioned and described in these proceedings, and more fully described in the aforesaid Contract of Sale unto John B. Brown at and for the sum of \$3,000.00, (for a 2/3 interest) in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted,

JOHN FLETCHER ROLPH III, Trustee  
John Fletcher Rolph, III  
Trustee

DISTRICT OF COLUMBIA )  
WASHINGTON, D. C. )

TO WIT:

I HEREBY CERTIFY that on this 29th day of January, 1965, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared John Fletcher Rolph, III, Trustee, in the above-entitled cause, and made oath in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

Notary  
Public  
Seal.

JOHN A. HUMMER  
Notary Public DC  
1-14-66

Filed Feb. 1, 1965

ORDER NISI ON SALE  
Filed February 1, 1965

ORDER NISI ON SALE

IN RE OF THE MATTER OF  
DELHA DANCY ROLPH,  
INCOMPETENT

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

Cause No. 4513

ORDERED, this 1st. day of February, 1965, that the sale of the real property, made and reported in this cause by John Fletcher Rolph III, Trustee, be ratified and confirmed, on or after the 4th. day of March, 1965, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th. day of February, 1965.

The report states the amount of sales to be \$3,000.00.

CHARLES W. CECIL Clerk

Filed February 1, 1965.

AFFIDAVIT BY PURCHASER  
Filed Mar. 2, 1965

IN RE THE MATTER OF  
DELHA DANCY ROLPH,  
INCOMPETENT

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY NO. 4513

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of February, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN B. BROWN and made oath in due form of law, as follows:

That he is not acting as agent for anyone in purchasing the real estate sold in this cause;

That he is the sole principal purchaser interested in said sale;

That he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

RUTH L. SMITH  
Notary Public

My commission expires May 3, 1965

Filed Mar. 2, 1965

PETITION  
Filed March 5, 1967

IN RE THE MATTER OF  
DELHA DANCY ROLPH,  
INCOMPETENT.

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY NO. 4513

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Fletcher Rolph, III, Trustee in above captioned cause, by B. Hackett Turner, his attorney, unto your Honors respectfully represents:

1. That heretofore an appraisal and/or certificate of value of the interest of Delha Dancy Rolph, Incompetent, in certain real estate was filed in this cause; that said appraisal was made under Rule BR 3, Section 3 of the Maryland Rules of Procedure.

2. That in order to comply with Article 16, Section 140, it is deemed necessary to have further proof taken as to value, quantity and condition of the property involved in this cause.

B. HACKETT TURNER, Jr.  
B. Hackett Turner, Attorney for  
Petitioner  
109 Lawyers Row  
Centreville, Maryland  
Telephone 758-1795

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

I HEREBY CERTIFY, that on this 5th day of March, 1965, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Attorney for John Fletcher Rolph, III, and made oath in due form of law that the matters and facts set out in the foregoing Petition and true to the best of his knowledge and belief.

CHARLES W. CECIL  
Clerk of the Court

Filed Mar. 5, 1965

ORDER OF COURT  
Filed Mar. 5, 1965

ORDER OF COURT

Upon the foregoing Petition, it is, by the Circuit Court for Queen Anne's County, this 5th day of March, 1965, ORDERED that further testimony, depositions and/or proof be taken under Article 16, Section 140, as to the value of the real estate and property involved in this cause.

THOS. J. KEATING, Jr.  
JUDGE

Filed: Mar. 5, 1965

DEPOSITIONS  
Filed April 22, 1965

IN RE THE MATTER OF : IN THE CIRCUIT COURT FOR  
DELLA DANCY ROLPH, : QUEEN ANNE'S COUNTY  
INCOMPETENT : IN EQUITY, No. 4513

: : : : :  
DEPOSITIONS

Pursuant to notice given unto your Examiner by B. Hackett Turner, Jr., Attorney for the Petitioner, of his desire to take testimony in further support of the Petition filed on January 14, 1965, your Examiner did attend at the office of B. Hackett Turner, Jr., Centreville, Maryland, on April 21, 1965 at 10:00 A.M., and after administering the oath to Dolly Benton, Stenographer, did administer the oath to Max C. Sherman, Jr. and Charles E. Anthony, Jr., both of Centreville, Maryland, the two (2) witnesses produced by the Petitioner, there being present in addition thereto B. Hackett Turner, Jr., Attorney at Law, and did proceed to take the following depositions.

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

Filed April 22, 1965

The first witness, Max C. Sherman, Jr., on behalf of the Petitioner, being duly sworn, did depose and say:

Questions by Mr. Turner:

- Q. Please state your name and address.
- A. Max C. Sherman, Jr., Centreville, Maryland
- Q. Please state your occupation.
- A. I am a real estate broker, insurance agent.
- Q. How long have you been a real estate broker?
- A. Been so for fourteen (14) years in this area.
- Q. Do you consider yourself familiar with business properties and land values in Centreville, Maryland, 3rd election district?
- A. I do.
- Q. Do you know the Madison Brown office property on Lawyer's Row in Centreville?
- A. I do.
- Q. Have you been in and examined the condition of this property?
- A. I have.
- Q. Please describe it.
- A. It is an old one-story brick building with no central heating or plumbing facilities, approximately 12 feet wide by 39 feet long, consisting of two rooms.
- Q. What do you think is the fair market value of this property?
- A. I feel that the fair market value of this building at this time is \$4,500.00, which



would make the interest of Della Dancy Rolph, Incompetent, \$1,500.00.

- Q. Do you know what rent is realized from this property under the terms of a lease with Clayton C. Carter?
- A. According to a lease now in effect between the owners of this building and Clayton C. Carter the annual rent is \$250.00.
- Q. Under the circumstances do you think it would be to the interest and advantage of Della Dancy Rolph, Incompetent, to sell her one-third (1/3) interest in this property for the \$1,500.00?
- A. According to the information that I have with regard to this matter, I feel that it would be to her advantage to sell her one-third (1/3) interest in this building for \$1,500.00, the total price under the contract of sale being \$3,000.00 for the two-thirds (2/3) interest.

The second witness, Charles E. Anthony, Jr., on behalf of the Petitioner, being duly sworn, did depose and say:

Questions by Mr. Turner:

- Q. Please state your name and address.
- A. Charles E. Anthony, Jr., 108 Broadway, Centreville, Maryland.
- Q. Please state your occupation.
- A. I am a licensed real estate broker.
- Q. How long have you been a real estate broker?
- A. I have been in the real estate business 9 years.
- Q. Do you consider yourself familiar with business properties and land values in Centreville, Maryland, 3rd election district?
- A. Yes, I am familiar with properties and property values in Centreville, Maryland.
- Q. Do you know the office property known as the Madison Brown property on Lawyer's Row in Centreville?
- A. Yes, I do.
- Q. Have you been in and examined the condition of this building?
- A. I have examined this building.
- Q. Please describe it.
- A. This building is a one-story brick construction, approximately 12 feet wide and 39 feet long. It is an old building, has two rooms with no central heating system and no water or toilet facilities.
- Q. What do you think is the fair market value of this property?
- A. This property is assessed for \$1,700.00, and I feel the fair market value of the property is \$4,000.00.
- Q. Do you know what rent is realized from this property?
- A. I have examined the lease between Clayton C. Carter and the owners of this property, and have determined that the rent is \$250.00 a year, payable quarterly.
- Q. Under the circumstances do you think it would be to the interest and advantage of Della Dancy Rolph, Incompetent, to sell her interest for \$1,500.00.
- A. I feel it would be very advantageous for Della Dancy Rolph, Incompetent, to sell her one-third (1/3) interest in this property for \$1,500.00, the total price which would be \$3,000.00 for the 2/3 interest under the terms of the contract of sale.

Examiner's Costs: Vachel A. Downes, Jr. -----	\$ 10.00
Stenographer's Fee: Dolly Benton -----	5.00
Charles E. Anthony, Jr. and Max C.	
Witnesses' Fee: Sherman, Jr. @ \$10.00 each	20.00
Total	\$ 35.00

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

Filed: April 22, 1965

DECREE FOR SALE  
Filed May 12, 1965

IN RE OF THE MATTER	:	IN THE CIRCUIT COURT
OF DELHA DANCY ROLPH,	:	FOR QUEEN ANNE'S COUNTY,
INCOMPETENT	:	IN EQUITY, CAUSE NO. 4513
: : : : :		

DECREE FOR SALE

Upon the Petition of the Trustee filed herein on the 14th day of January, 1964, it is this 12th day of May, 1965, by the Circuit Court for Queen Anne's County, In Equity, Adjudged, Ordered and Decreed, as follows:

That the interest of Delha Dancy Rolph in the real estate mentioned and described in these proceedings be sold unto John B. Brown, in conjunction with the sale by Dorothy M. Foster, to said purchaser of their 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 Delha Dancy Rolph in said real estate, upon said terms, would be to the interest and advantage of said incompetent.

That said sale be made in accordance with the terms of sale mentioned in the prior Report of Sale herein, and without need for the usual order nisi.

That as soon as may be convenient after he has made said sale, the Trustee shall return to the Court a full and particular account of said sale, with an affidavit of the truth thereof and of the fairness of said sale.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money and not before, the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded agreeably to law at the purchaser's expense, convey to the purchaser the interest of Delha Dancy Brown in said real estate so sold to him, free, clear and discharged of all claims of the parties to this cause and of those claiming by, through or under them or any of them.

And the said Trustee shall bring into this Court all of the money arising from said sale to be disbursed or invested under the direction of this Court.

THOS. J. KEATING, Jr.  
JUDGE

Filed May 12, 1965

SECOND REPORT OF SALE  
Filed May 18, 1965

IN RE OF THE MATTER OF	:	IN THE CIRCUIT COURT FOR
DELHA DANCY ROLPH,	:	QUEEN ANNE'S COUNTY,
INCOMPETENT	:	IN EQUITY, CAUSE NO. 4513
	: : : : : :	

SECOND REPORT OF SALE

The Second Report of Sale of the Real Estate made in this Cause by John Fletcher Rolph, III, Trustee, unto your Honors respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 12th day of May, 1965, your Trustee on the 12th day of May, 1965, proceeded in accordance with the terms of the Contract of Sale heretofore filed in these proceedings as "Complainant's Exhibit A" to sell the one-third interest of Delha Dancy Rolph in the real estate mentioned and described in these proceedings, and being the same property described in the Deed of Partition between John Palmer Smith and Freda C. Smith, his wife, and John B. Brown, Trustee of Frances Kennard Brown, said deed dated July 3rd, 1956 and recorded in land liber Queen Anne's County, T. S. P. No. 29, folio 223, etc. and also described in the aforesaid Contract of Sale unto John B. Brown at and for the sum of THREE THOUSAND DOLLARS (\$3,000.00) for a 2/3 interest in accordance with the terms and conditions set forth in said Contract of Sale.

Respectfully submitted,

JOHN FLETCHER ROLPH, III, Trustee  
John Fletcher Rolph, III  
Trustee

DISTRICT OF COLUMBIA )  
WASHINGTON, D. C. ) TO WIT:

I HEREBY CERTIFY that on this 18th day of May, 1965, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared John Fletcher Rolph, III, Trustee, in the above-entitled cause, and made oath in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

Notary Public Seal.

JOHN A. HUMMER  
Notary Public  
1-14-66

Filed May 18, 1965

CERTIFICATE OF PUBLICATION OF ORDER NISI ON SALE  
Filed May 25, 1965

## ORDER NISI ON SALE

In Re of The Matter of  
Delha Dancy Rolph,  
Incompetent

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

Cause No. 4513

ORDERED, this 1st day of February, 1965, that the sale of the real property, made and reported in this cause by John Fletcher Rolph, III, Trustee, be ratified and confirmed, on or after the 4th day of March, 1965, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th day of February, 1965.

The report states the amount of sales to be \$3,000.00.

CHARLES W. CECIL, Clerk

Filed: February 1, 1965.

True Copy

Test:

CHARLES W. CECIL, Clerk

3t-2-18

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., May 24, 1965

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4513 in the case/estate of In Re of the Matter of Delha Dancy Rolph, Incompetent 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 FEBRUARY, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4 day of FEBRUARY 1965, and the last insertion on the 18 day of FEB, 1965.

THE RECORD-OBSERVER CORPORATION

BY MARY L. WALTERS

Filed May 25, 1965.

FINAL ORDER OF RATIFICATION OF SALE  
Filed May 26, 1965

IN RE OF THE MATTER OF  
DELHA DANCY ROLPH,  
INCOMPETENT

:  
:

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY,  
IN EQUITY, CAUSE NO. 4513

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 26th day of May, 1965, that the sale made and reported by John Fletcher Rolph, III of the undivided one-third interest in real estate of Delha Dancy Rolph 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; that a subsequent Decree for Sale stated that there would be no need for the usual order nisi as the prior order nisi would be sufficient in this instance; and the Trustee is to be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the auditor.

THOS. J. KEATING, Jr.

Filed May 26, 1965

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Ninth day of June, in the year eighteen hundred and seventy nine and on this Twenty Seventh day of April, in the year eighteen hundred and eighty one, the following Copy of Deed of Trust - Exhibit No. 1 was brought to be recorded, to wit:-

Queen Anne's County, to wit: % be it remembered, that on the fifteenth day of October in the year Eighteen hundred and seventy eight, the following Deed of Trust was brought to be recorded, to wit:

This Deed of Trust made this fourteenth day of October in the year one thousand eight hundred and seventy eight, by me Charles I. B. Mitchell of Queen Anne's County in the State of Maryland witnesseth, whereas I, the said Charles I. B. Mitchell am largely indebted to sundry persons and am desirous to surrender my real and personal estate herein named and conveyed for the benefit of my creditors, in trust to have the same, or so much thereof as may be necessary, sold, and the proceeds of the sale thereof applied to the payment of my debts, and to accomplish this desire do execute these presents - Now therefore in consideration of the premises and of the sum of Five dollars. I, the said Charles I. B. Mitchell do grant and convey unto Thomas J. Keating and P. Palmer Keating as Trustees, the following property to wit: All my land and real estate situate in Queen Anne's County aforesaid, which is more particularly described and set forth in a deed of mortgage from me to Ann C. Hammond and W. H. Bians, duly executed on the fourth day of August Eighteen hundred and Seventy Six, and recorded in Liber J. W. No. 6 folios 184, 185, 186 & 187 one of the Land Record Books for Queen Anne's County; Also all my Land and Real Estate situate in Kent County in said State and which is more fully described and set forth in a deed of Mortgage from me to William Bians duly executed and the fifteenth day of March, in the year Eighteen hundred and Seventy three and recorded in Liber J. K. H. No. 1, folios 642 etc. one of the Land Record Books for Kent County: Also all my personal property upon the farm in Queen Anne's County whereas I now reside, and more particularly described in a Mortgage Bill of Sale from me to Thomas J. Keating dated the twelfth day of October, Eighteen hundred and Seventy eight, also all my personal property upon the farm known as "Wickliffe" on East Neck Island in Kent County aforesaid, Also described in the aforesaid Mortgage Bill of Sale. In Trust, for the following purposes to wit: to sell the same or so much thereof as may be necessary for the purposes of this trust, and to transfer and convey the same to the purchaser or purchasers thereof, and to receive and collect the proceeds of the sale or sales thereof, and to apply the proceeds of such sale or sales in the following manner, to wit: first to the payment of costs of preparing, acknowledging and recording these presents and all costs and expenses that shall be incurred in the execution of the trust herein declared and an allowance of eight per centum commissions to the said Trustees for their care and trouble in the premises; Secondly, to the payment of any and all bills of sales, deeds of mortgages, judgments, executions, liens and encumbrances upon said property or any part thereof, according to the legal priority and preference of such Bill of Sale, Deed of Mortgage, judgment, executions, liens and encumbrances, respectively; Thirdly, to the payment of such Debts due and owing to the unpreferred Creditors of the said Charles I. B. Mitchell as shall be exhibited to the said Trustees, properly authenticated within such time as may be prescribed by the Circuit Court for Queen Anne's County in Equity, and lastly to the payment of the balance to the said Charles I. B. Mitchell his executors, administrators or assigns. The time, place, manner and terms of said sale or sales subject to any change, alteration or modification thereof by the concurrent agreement in writing of the said Mitchell, the lien creditors and the said Trustees shall be - unless thus changed; altered or modified, as follows, to wit, the time of said sale, shall be for the personal property, the month of October in the year Eighteen hundred and seventy nine, or as soon thereafter as the said Trustees shall appoint for the real estate, the month of June in the year Eighteen hundred and seventy nine, or as soon thereafter as the said Trustees shall appoint. The place of sale shall be for the personal property in Queen Anne's County on the farm where the said Mitchell man resides; for the real estate in Queen Anne's County at the town of Centreville; for the personal property in Kent County on the East Neck farm known as "Wickliffe, for the Real Estate in Kent County Chestertown. The manner of sale shall be public, to the highest responsible bidder after at least ten days notice for the personal property and at least twenty days notice for the real estate, to be published in one or more of the newspapers in said counties, respectively and in such other way as the said Trustees may direct. The terms of sale shall be such as the said Mitchell and the respective lien creditors may agree upon and prescribe in writing on if not thus agreed upon and prescribed such as the said Trustees shall think best calculated to promote the objects and accomplish the purpose of the trust herein declared.

Witness my hand and seal

Test -

C. I. B. MITCHELL

(SEAL)

JOHN M. AKER

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

I hereby certify that on this fourteenth day of October in the year 1878, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared the above named Charles I. B. Mitchell and acknowledged the foregoing Deed to be his act.

JOHN M. AKER

J. P.

State of Maryland Queen Anne's County Sct.

I hereby certify that the foregoing is truly taken & copied from Liber J. W. No. 8 folios 439 etc. a Land Record Book for Queen Anne's County

Circuit Court  
Seal.

In Testimony whereof I hereunto subscribe my name and the seal of the Circuit Court for Queen Anne's County affix this 9th day of June 1819 -

JAMES WOOTERS, Clk

EXHIBIT R  
Filed April 27, 1881

QUEEN ANNE'S COUNTY to wit: be it remembered that on the fourth day of August in the year Eighteen hundred and seventy six, the following Mortgage was brought to be recorded, to wit:

This Mortgage made this fourth day of August in the year one thousand Eight hundred and Seventy Six by and between Charles I. B. Mitchell of Queen Anne's County in the State of Maryland of the one part, and Ann C. Hammond widow of the late Rezin Hammond of Ann Arundel County and State aforesaid and William H. Bians of the City of Baltimore and State aforesaid of the second part, whereas the said Charles I. B. Mitchell is justly and bonafide indebted unto the said Ann C. Hammond in the full and just sum of Seventy five hundred dollars (\$7500) for money loaned and advanced to him, for which said sum the said Charles I. B. Mitchell has made and passed his certain promissory note at even date herewith and payable to the order of the said Ann M. Hammond one year after date, with interest; and is further indebted unto the said William H. Bians in the full and just sum of Two thousand dollars (\$2000) for money likewise loaned and advanced to him for which said sum, the said Charles I. B. Mitchell has made and passed his certain promissory note of even date herewith and payable to the order of the said William H. Bians one year after date, with interest and the said Charles I. B. Mitchell intending to secure the prompt payment of the aforesaid promissory notes and the interest therein, therefore executes these presents - Now this Mortgage witnesseth, that in consideration of the premises and of the sum of One dollar, the said Charles I. B. Mitchell doth grant and convey unto the said Ann C. Hammond, and William H. Bians their heirs and assigns in fee simple, All those tracts, parts of tracts, pieces or parcels of land situate and lying near Queenstown in Queen Anne's County and State aforesaid called "Neals Residence", "Lords Gift", "Hemsley", "Emory's Fortune", "Coursey's Addition" "Bennett's Outlet", or by what soever name or names the same may be called or known, containing Four hundred and fourteen acres, more or less being the same land, in which he acquired his interest by reason of purchase under an execution issued out of the suit of Mary E. Browne versus William Stevens in the Circuit Court for Queen Anne's County on the eleventh day of November, A.D. 1857 -; And also all that interest and estate acquired by virtue of a Deed from Louisa A. Stevens to the said Charles I. B. Mitchell dated on the seventh day of September A.D. 1852 and recorded among the land records of said Queen Anne's County in Liber J.P. No. 1 folio 190 etc. being all of the interest of the said Louisa A. Stevens in an undivided ninety of the said Four hundred and fourteen acres, as well as a dower interest in the balance of said estate. The above land being the same described in a deed from a certain Richard Hall to a certain James Massey dated on the 6th day of May A.D. 1817 and recorded among the land records aforesaid in Liber J.W. No. 1 folio 357 etc. - Also all that parcel of land, called "Bollingly" situate and lying in said county, containing one acre of land, more or less, and being the same land, described in a deed from Madison, Trustee to the said Charles I. B. Mitchell dated on the 15th day of June A.D. 1859, and recorded among the land records aforesaid in Liber M.B. No. 1. folio 170 etc. Also all that parcel of land situate and lying in said county containing about Two acres of land, more or less, and being the same land described in a deed from William Hemsley and wife etc. to the said Charles I. B. Mitchell dated on the 23rd day of October A.D. 1801, and recorded among the land records aforesaid in Liber M.B. No. 2 folio 82 etc. Also all that parcel of land called "Emory's Fortune", or "Coursey's Addition", situate and lying in said county, containing about one acre, one rood and eleven perches of land and which is described in a Deed from William Personette and Angelina Weaver to the said Charles I. B. Mitchell, dated on the 23rd day of December A.D. 1865, and recorded among the land records of said County in Liber S.E.D. No. 2 folios 188 etc. Also all his interest, right, title, and estate in and to all that tract of land situate and lying in said County called "Wheatland", being in the fifth Election district of said County, and containing about Four hundred and Sixty two acres, - Also all that wharf property, which the said Charles I. B. Mitchell purchased from Richard Hynson Trustee, and also all that tract or parcel of land situate and lying in said County called "Overton", and which contains about Sixty Seven acres more or less, excepting however, and reserving from the lands above mentioned and referred to, so much of the same supposed to be about two roods and twenty four perches, as was conveyed by the said Charles I. B. Mitchell and wife (the being their living) to the Chester River Steamboat Company by deed dated on the 5th day of May A.D. 1873, and recorded among the land records of said county in Liber J.W. No. 4 folio 82 etc., and also all other interest, of which the said Charles I. B. Mitchell may be possessed, in and to any other real estate situate in Queen Anne's County. Together with the buildings and improvements thereupon and the rights roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining: Provided, that if the said Charles I. B. Mitchell, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid unto the said Ann C. Hammond, the aforesaid sum of Seventy five hundred dollars and interest thereon at the maturity of said hereinbefore mentioned promissory note; and shall also well and truly pay or cause to be paid unto the said William H. Bians, the aforesaid sum of Two thousand dollars and interest thereon at the maturity of said hereinbefore promissory note, and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void; and it is agreed that until default be made in the premises the said Charles I. B. Mitchell shall possess the aforesaid property upon paying in the meantime all taxes on the said hereby mortgaged property and on the mortgage debt and interest hereby intended to be secured which taxes, mortgage debt and interest, the said Charles I. B. Mitchell for himself, his heirs, executors, administrators and assigns, doth hereby covenant to pay when legally demandable. But in case of any default being made in any condition of this mortgage, then these presents are hereby declared to be made in trust, and the said Ann C. Hammond and William H. Bians their heirs, executors, administrators and assigns or Michael Bannon and Themas J. Keating their duly constituted attorneys or agents, are hereby authorized and empowered, to sell all the property hereby mortgaged, or so much thereof as may be necessary; upon the terms that the mortgage debt hereby intended to be secured, as well as all expenses attending such sale, and also the commissions usually allowed trustees for making sales shall be paid in cash and the balance on such terms and credits as the attorneys may deem best; and to grant and convey the same to the purchaser, or purchasers thereof or to his, her, or their heirs or assigns; which sale shall be made in the following manner by giving at least thirty days notice of the time place, manner and terms of sale, in some newspaper published in Baltimore City, and the proceeds arising from such sale to apply; first to the payment of all expenses incident to such sale including the usual commissions allowed to trustees for making sales; Secondly, to the payment of all monies owing hereunder,



whether the same shall have then matured or not; and as to the balance to pay it over to the said Charles I. B. Mitchell, his heirs or assigns, and it is hereby understood and agreed that the said mortgagees or their attorneys herein before named, in making said hereinbefore authorized to be made, shall first offer the hereinbefore mentioned tracts of land in four or more parcels and if a satisfactory price, to be judged of by the mortgagees or their attorneys, be not bid for the same, then that the said mortgagees or their attorneys hereinbefore named shall offer the said tracts of land as a whole or in one tract; and sell the same to the highest bidder therefor, and it is hereby further understood and agreed that at any time during the continuance of this mortgage, the said mortgagees will receive and accept from the said Charles I. B. Mitchell the sum of one thousand dollars or any other greater sum by him offered & paid as part of the mortgage debt hereby intended to be secured, from the time of which payment the interest and said amount, so offered and paid, shall cease, and the said Charles I. B. Mitchell for himself, his heirs, executors, administrators and assigns, doth further covenant to insure and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged premises to the amount of at least Ten thousand dollars, and to cause the policy to be effected thereon, to be so framed or indorsed as, in case of fire, to inure to the benefit of the said Ann C. Hammond and William H. Bians, their heirs or assigns, to the extent of their lien or claim hereunder

Witness my hand and seal

Test -

C. I. B. MITCHELL

(SEAL)

The interlineation on the 8th )  
 page being made prior to the )  
 within execution )  
 R. GOLDSBOROUGH )

State of Maryland Queen Anne's County Sct:

I hereby certify, that on this fourth day of August in the year one thousand Eight hundred and Seventy six, before the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Charles I. B. Mitchell and acknowledged the the foregoing mortgage to be his act: and now at the same time before me, also personally appeared William H. Bians one of the within named Mortgagees 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.

R. GOLDSBOROUGH J.P.

State of Maryland, Queen Anne's County Sct:

I hereby certify, that the foregoing is truly taken and copied from Liber J.W. No. 6 folios 184, 185, 196 & 187, 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 26th day of April A.D., 1881.

JAMES WOOTERS, Clk

COURT NOTICE TO CREDITORS  
 Filed July 28, 1884

COURT NOTICE TO CREDITORS

In the matter of ) In the Circuit Court for Queen  
 the Trust Estate of ) Anne's County, in Equity.  
 C. I. B. Mitchell )

ORDERED this, 28th day of July eighteen hundred and eighty-four by the Circuit Court for Queen Anne's County, and by the authority thereof, that Thomas J. Keating and B. Palmer Keating Trustees under a deed of trust from C. I. B. Mitchell, give notice to the creditors of the said C. I. B. Mitchell, to file their claims with the proper vouchers thereto with the Clerk of the Circuit Court for Queen Anne's County, within four months from this date by causing a copy of this order to be published in the "Centreville Observer" a newspaper printed at Centreville once in each of four successive weeks before the first day of September next.

JNO. M. ROBINSON





QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of May, in the year nineteen hundred and six, the following Petition was brought to be recorded, to wit:-

John B. Brown,  
Plaintiff  
  
vs.  
  
John Robinson,  
Defendant.

# In the Circuit Court for  
# Queen Anne's County,  
#  
# In Equity.  
# Cause No. 1123  
#

To the Honorable the Judges of said Court:-

Your petitioner John B. Brown Jr., petitioning says:-

1st. That sometime in October, in the year eighteen hundred and ninety four he made sale of the house and lot purchased in this cause to one John Biars or Byers, colored, who at once took possession of said purchase and has continuously remained in the possession of same.

2nd. That your petitioner shortly after the purchase made by him made settlement with John B. Brown, mortgagor in full for his said purchase money, he being entitled to same, and your petitioner was to have said Biars or Byers substituted as purchaser of same in his place and a conveyance made to him therefor as he has paid his purchase money.

3rd. And that on the twenty fifth day of March in the year nineteen hundred and six Edwin H. Brown the attorney in this cause departed this life and that it will be necessary to have a trustee appointed in this cause in the place and stead of said Edwin H. Brown, attorney for the purpose of conveying this property to said John Biars or Byers.

Your petitioner therefore prays that said John Biars or Byers shall be substituted as purchaser thereof and that conveyance of said property may be made directly to him.

And as in duty &c.

JOHN B. BROWN, Jr.

I hereby consent to the )  
passing of an Order )  
as above prayed - )

EDWIN H. BROWN, Jr.  
Atty and  
substitute Trustee

STATE OF MARYLAND,

City of Baltimore, To Wit:-

I hereby certify that on this Second day of May in the year nineteen hundred and six, before the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore, duly qualified and commissioned personally appeared John B. Brown Jr. and made oath that he settled with John B. Brown, Mortgagor in the aforesaid cause directly for the whole purchase money shortly after the sale and long prior to his insolvency.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal on the day and year above written.

Notary  
Public  
Seal.

J. ALEX HILLEARY, Jr.

Notary Public.....

ORDER OF COURT  
Filed May 11, 1906.

Ordered this 11th day of May in the year nineteen hundred and six, by William R. Martin one of the Judges of the Circuit Court for Queen Anne's County, in Equity and by the authority of said court, on the foregoing petition and affidavit, that John Biars or Byers, colored be and he is hereby substituted in the place and stead of John B. Brown Jr., the original purchaser reported in this cause and that Edwin H. Brown, Jr., be and he is hereby appointed Trustee in this cause without bond for the purpose of conveying the property sold under these proceedings to John Biars or Byers, colored, by a good and sufficient deed, and the said Edwin H. Brown Jr, is allowed the sum of ten dollars as a fee for filing the foregoing petition and conducting these proceedings to a close.

WILLIAM R. MARTIN

PETITION FOR APPOINTMENT OF TRUSTEE  
Filed May 23, 1966

JOHN B. BROWN,  
PLAINTIFF

VS.

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

JOHN ROBINSON,  
DEFENDANT

IN EQUITY

PETITION FOR APPOINTMENT OF TRUSTEE TO CONVEY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George S. Davies, unto your Honors respectfully shows:

1. That as will more fully appear by reference to the proceedings in this Cause, Edwin H. Brown, Jr. by an Order of this Court dated May 11, 1906, in the above entitled cause was appointed Trustee without bond for the purpose of conveying the property sold in this cause to John Biars or Byers, colored, by a good and sufficient deed.

2. That the said Edwin H. Brown, Jr. departed this life on December 6, 1938 without ever having conveyed said real estate unto the said John Biars or Byers.

3. John Biars or Byers died seized and possessed of said property, intestate, sometime during the year 1930, leaving as his only heirs at law, his second wife, Annie G. Byers and two daughters, Bessie Byers and Ethel Black.

4. The said Annie G. Byers, by her deed dated November 15, 1932 recorded among the land records in Queen Anne's County in Liber B.H.T. No. 15, folio 389, conveyed her one-third undivided interest in said property unto the said Bessie Byers, as will more fully appear from a certified copy of the said deed marked "Petitioner's Exhibit No. 1" filed herewith as a part hereof.

5. That the said Bessie Byers and Ethel Black conveyed their undivided interest in and to said property to John S. Kimbles by deed dated May 6, 1950 recorded among said land records in Liber N.B.W. No. 6 folio 131, as will more fully appear from a certified copy of said deed Marked "Petitioner's Exhibit No. 2", folio herewith as a part hereof.

6. That the said John S. Kimbles by his deed dated October 1, 1960 and recorded among said land records in Liber T.S.P. No. 65 folio 465 granted and conveyed said property to George S. Davies and therein described as Parcel No. 3, as will more fully appear by a certified copy of said deed, marked "Petitioner's Exhibit No. 3", filed herewith as a part hereof.

7. That your Petitioner has contracted to sell said property to Robert J. Lynch, who has refused to complete the purchase until record legal title to said property is vested in your Petitioner.

WHEREFORE, your Petitioner prays this Honorable Court that he shall be substituted as Purchaser thereof and that conveyance of said property may be made directly to him by a Trustee to be appointed by this Honorable Court in the place of Edwin H. Brown, Jr., deceased.

Respectfully submitted:

GEORGE S. DAVIES  
Petitioner

CLAYTON C. CARTER  
Attorney for Petitioner

Filed May 23, 1966

PETITIONER'S EXHIBIT No. 1  
Filed May 23, 1966

.....  
#15,877. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventeenth day of November, in the year nineteen hundred and thirty two, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent Int. Rev. Stamp  
Endorsed A.G.B. 11/15/32.

THIS DEED, Made this fifteenth day of November in the year nineteen hundred and thirty two between Annie G. Byers, sometimes called Annie G. Byers, widow, of Queen Anne's County, State of Maryland, party of the first part and Bessie Byers of the City of Wilmington in the State of Delaware, party of the second part.

WITNESSETH: That the said Annie G. Byers for and in consideration of the sum of one dollar to her in hand paid by the party of the second part at or before the execution or delivery of these presents, the receipt of which is hereby acknowledged as well as for divers other good and valuable considerations her thereunto moving, does hereby grant, convey, remise and release unto the said Bessie Byers, her heirs and assigns forever, in fee simple, all the one undivided thirt part of her, the said Annie G. Byers, as one of the heirs at law of John H. Byers, late of said County, deceased, in and to

all that lot, tract, or parcel of land called or known as "The John H. Byers Home Place" and/or as "The John H. Byers Home Property" situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the road called or known as "The Cecil Road", adjoining the farm of Edwin Meredith and the lot of land of Joseph Mullikin called or known as "The William Rouse Land", adjoining also the land of the heirs of the late Charles A. L. Dean and the land of others; being a part of the land of which John H. Byers, who was also known as or called John H. Byiers and John H. Bairis. dies seized and possessed sometime in the year 1930, in testate, leaving as the only heirs at law the party of the first part who is his widow and the par-



ty of the second part who is his child and only remaining heir at law; being composed of two or more several parcels of land, one of which was conveyed unto him by Enos Dean and Maria Dean, his wife, by deed dated December 29, 1885 and recorded in Liber S. C. D. No. 7, a land record book of Queen Anne's County aforesaid, on folio 492, one of which is that tract of land once owned by Kitty Byers, his mother, and which descended unto him, her son, as her only heir at law, the remaining parcel or parcels being lots of land acquired by him in his life time and added in with the others above mentioned to compose the land called as aforesaid; the lot of land hereby conveyed being the land whereon the said John H. Byers resided at the time of his death and which then constituted his dwelling property. Being subject to a certain mortgage given by the said John H. Byers and the party of the first part unto Wright & Collins dated September 12, 1927 and recorded in Liber B.H.T. No. 7, a Land record book of said County, on folio 61, which mortgage forms a part of the consideration named above and which the party of the second part hereby agrees to pay as to whatever indebtedness now existing thereby.

AND the 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 said land as may be requisite, except as to the mortgage mentioned above.

IN TESTIMONY WHEREOF the party of the first part has hereunto subscribed her name and affixed her seal the day and year above written.

TEST:

her  
ANNIE X G. BYERS (SEAL)  
mark

J. CARL STARKEY

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

I hereby certify that on this fifteenth day of November in the year nineteen hundred and thirty two, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Annie G. Byers, above named grantor, and she did acknowledge the foregoing Deed to be her respective act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary  
Public  
Seal.

J. CARL STARKEY  
Notary Public.

Petitioner's Exhibit No. 1  
Filed May 23, 1966.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber B.H.T. No. 15, folio 389 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 23rd day of May in the year nineteen hundred and sixty-six.

CHARLES W. CECIL  
Clerk

PETITIONER'S EXHIBIT NO. 2  
Filed May 23, 1966.

.....  
#28,881. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth day of May, in the year nineteen hundred and fifty, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent Int.  
Rev. Stamps. Endorsed JSK 5/6/50.

One-Fifty Five Cent Recordation Tax  
Stamp. Endorsed RTE 5/13/50.

THIS DEED made this Sixth day of May in the year nineteen hundred and fifty by Bessie Byers, single woman, and Ethel Black, widow, both of New Castle County, State of Delaware,

W I T N E S S E T H :

WHEREAS, Tobitha Barris also known as Tobitha Bars or Tobitha Byers, formerly Tobitha Robinson was seized and possessed, as the only heir-at-law of John Robinson, of the hereinafter described real estate and being so seized and possessed died intestate leaving her husband, John Bars or John Byers and the said Bessie Byers and Ethel Black, her two daughters, as her only heirs at law:

AND, WHEREAS, the said John Bars or John Byers died intestate in 1930, leaving a second wife, Annie Byers and the above named grantors as his only heirs at law, and the said Annie Byers has heretofore granted and conveyed unto the said Bessie Byers all her right, title, interest and estate in her late husband's property, by deed dated November 15th., 1932, and recorded in Liber B.H.T. No. 15, folio 389 & etc: Now therefore in consideration of the sum of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) the receipt of which is hereby acknowledged, the said Bessie Byers and the said Ethel Black do hereby grant and convey unto and to John S. Kimbles, his heirs and assigns, in fee

simple; all that tract or lot of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the East side of the public road, known as The Cecil Road, being a road running from The Hayden Station Clark Corner public road to The Hope Roesville public road, bounded on the West by the aforesaid Cecil Road and on the other three sides by other property of the said Grantee, containing six acres of land, more or less, being the same land granted and conveyed to the said John Robinson by Joseph E. Wilson by deed dated March 12th., 1886, and recorded in Liber S.C.C. No. 8, folio 171 & etc., a Land Record Book for Queen Anne's County.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining to the same.

TO HAVE AND TO HOLD the aforesaid premises, improvements, appurtenances and advantages to the use and benefit of the said John S. Kimbles, his heirs and assigns, forever.

AND the said Bessie Byers and the said Ethel Black do hereby covenant that they have done no act or thing nor suffered the same to be done by others to encumber the title to the land hereby granted and conveyed or intended to be granted and conveyed, and that they will warrant specially the title to the said real estate and will execute such other and further assurances of title to the same as may be now or shall hereafter become requisite or necessary.

In witness whereof we have hereunto subscribed our names and affixed our seals.

Witness as to both grantors: BESSIE BYERS (SEAL)  
Bessie Byers  
JOSEPH A. MORRIS  
Joseph A. Morris ETHEL BLACK (SEAL)  
Ethel Black

STATE OF DELAWARE, COUNTY OF NEW CASTLE, to wit:

I hereby certify that on this 6th day of May, 1950, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County, personally appeared Bessie Byers and Ethel Black, the above named grantors, and each acknowledged the within and foregoing deed to be their respective act and deed.

In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

Notary Public Seal. JOSEPH A. MORRIS  
Notary Public  
Joseph A. Morris

My commission expires

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. No. 6, folio 131, 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 23rd day of May in the year nineteen hundred and sixty-six.

Circuit Court Seal. CHARLES W. CECIL  
Clerk

Petitioner's Exhibit No. 2  
Filed May 23, 1966

Petitioner's Exhibit No. 3  
Filed May 23, 1966

No47623  
Re59148 RECEIVED FOR RECORD Apr. 10, 1962.

One-Thirty Dollar, Two-Ten Dollar and One-Fifty Cent Int Rev. Stamps, and One-Two Dollar Int. Rev. Stamp.

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

THIS DEED, made this 1st day of October, in the year nineteen hundred and sixty, by and between John S. Kimbles and Eva A. Kimbles, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and George S. Davies, single, of Pottstown, Montgomery County, State of Pennsylvania, party of the second part.

WITNESSETH, that for and in consideration of the sum of One \$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those 3 certain tracts or parcels of land situate in the Sixth Election District of Queen Anne's County, Maryland, aggregating 318.327 acres, more or

less, and more particularly described as follows:

Parcel No. 1 - All that tract of land or farm composed of several parts of tracts of land formerly known as "Narborough", "Sugar Loaf" etc., now embraced in one farm known as the "William James Kimbles Farm", situate in the Sixth Election District of Queen Anne's County, Maryland, on what is known as the Cecil Road leading from the Hope-Ingleside Road to the Ashland-Clark's Corner Road, adjoining the lands of Edwin Meredith, Joseph E. Wilson, Daniel Wright, Mary E. Jewell, the Hutchins Lot and the Cecil Farm of Charles M. West, and by survey made by S. Chester Coursey, County Surveyor for Queen Anne's County, on June 26th, 1915, contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a stone a corner for Edwin Meredith at the northern corner of the farm, said stone being a few rods from the public road and running thence South 42° 15' East, 10.65 rods to a stone, a corner for the Hutchins lot; thence North 36° 45' East, 19.7 rods to a stone, a corner for the Wilson lot or farm; thence South 48° 15' East 106.56 rods to a hickory tree; thence South 54° 45' East, 40.36 rods to a stone; thence North 74° East, 42.4 rods to the middle of the stream; thence with the stream South 28° 45' West, 4 rods; thence South 67° 45' West, 10 rods; thence South 41° 15' West, 11.3 rods; thence South 9° West, 26 rods; thence South 42° 45' West, 8 rods; thence South 53° 15' West, 36 rods; thence South 72° West, 5 rods; thence South 44° West, 6 rods, thence South 61° West, 16 rods; thence South 37° 45' West, 25.4 rods; thence South 9° West, 8 rods; to Charles M. West's land; thence North 68° 45' West, 125 rods to the middle of the public road; thence North 4° 15' East, 48 rods; thence North 22° East, 96 rods to the place of beginning, containing 133.037 acres of land.

Parcel No. 2 - Lying on the South side of the public road from Hayden to Roesville and on the East side of the public road that leads from the Hayden-Roesville road to the Hope-Ingleside road, and described, as follows: BEGIN at the Southeast corner of the tract as marked by line fence and running North 7 ¼ degrees East, 180.6 perches to the Hayden-Roesville road, thence following the road for four courses namely North 83 degrees West 19 ¼ perches; thence North 28 degrees West 54 perches, thence North 86 ¾ degrees West, 157.4 perches; thence South 54 ½ degrees West, 236 perches to junction of roads; thence South 22° East 55.9 perches; thence North 78½ degrees East, 30.4 perches; thence South 21 ½ degrees East, 42.6 perches; thence South 52 degrees West 27.2 perches; thence South 39 ¾ degrees East 82 perches; thence North 23° East ¾ perches; thence South 41 degrees East 10.6 perches; thence North 38 degrees East 24 perches; thence South 47 degrees East 10.6 perches; thence North 38 degrees East 24 perches; thence South 47 degrees East 106.5 perches to point of beginning, containing 185.29 acres of land, more or less, as shown by survey thereof made January 30th, 1937, by William T. Henry, Surveyor.

Parcel No. 3 - All that tract or lot of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the East side of the public road, known as The Cecil Road, being a road running from The Hayden Station Clark Corner public road to The Hope Roesville public road, bounded on the West by the aforesaid Cecil Road and on the other three sides by the above described parcels and containing six acres of land, more or less.

FOR TITLE REFERENCES - SEE THE FOLLOWING:

1. Deed from Samuel C. Kimbles and Cora G. Kimbles, his wife, William James Kimbles and Catherine G. Kimbles, his wife, Margaretta C. Kimbles, single lady, and Mabel M. Kimbles, single lady, to John S. Kimbles, dated July 6th, 1915, and recorded in Liber W.F.W. No. 7, folio 335, of the Land Records of Queen Anne's County.

2. Deed from William R. Horney, Assignee of Mortgage and Vendor to John S. Kimbles, dated August 11th, 1930, and recorded in Liber B.H.T. No. 11, folio 404, of the Land Records of Queen Anne's County aforesaid.

3. Deed from William R. Horney, Robert E. C. Lowe, and David D. Taylor, Trustees of the Trusteed Assets of The Centreville National Bank of Maryland to John S. Kimbles, dated January 30th, 1935, and recorded in Liber W.H.C. No. 1A, folio 15, of the Land Records of Queen Anne's County aforesaid.

4. Deed from Bessie Byers, single lady, and Ethel Black, widow, to John S. Kimbles, dated May 6th, 1950, and recorded in Liber N.B.W. No. 6, folio 131, of the Land Records of Queen Anne's County aforesaid.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST: (as to Grantors)

MARGUERITE M. KIMBLES

JOHN S. KIMBLES (SEAL)  
John S. Kimbles

EVA A. KIMBLES (SEAL)  
Eva A. Kimbles

STATE OF MARYLAND )

) to wit:

QUEEN ANNE'S COUNTY )

I HEREBY CERTIFY, that on this 1st day of October, 1960, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared John S. Kimbles and Eva A. Kimbles, his wife, and each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary  
Public  
Seal.

MARCY FOSTER COLLIER  
Notary Public

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 65, folio 465, 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 23rd day of May in the year nineteen hundred and sixty-six.

CHARLES W. CECIL  
Clerk

Petitioner's Exhibit No. 3  
Filed May 23, 1966

ORDER OF COURT  
FILED MAY 23, 1966

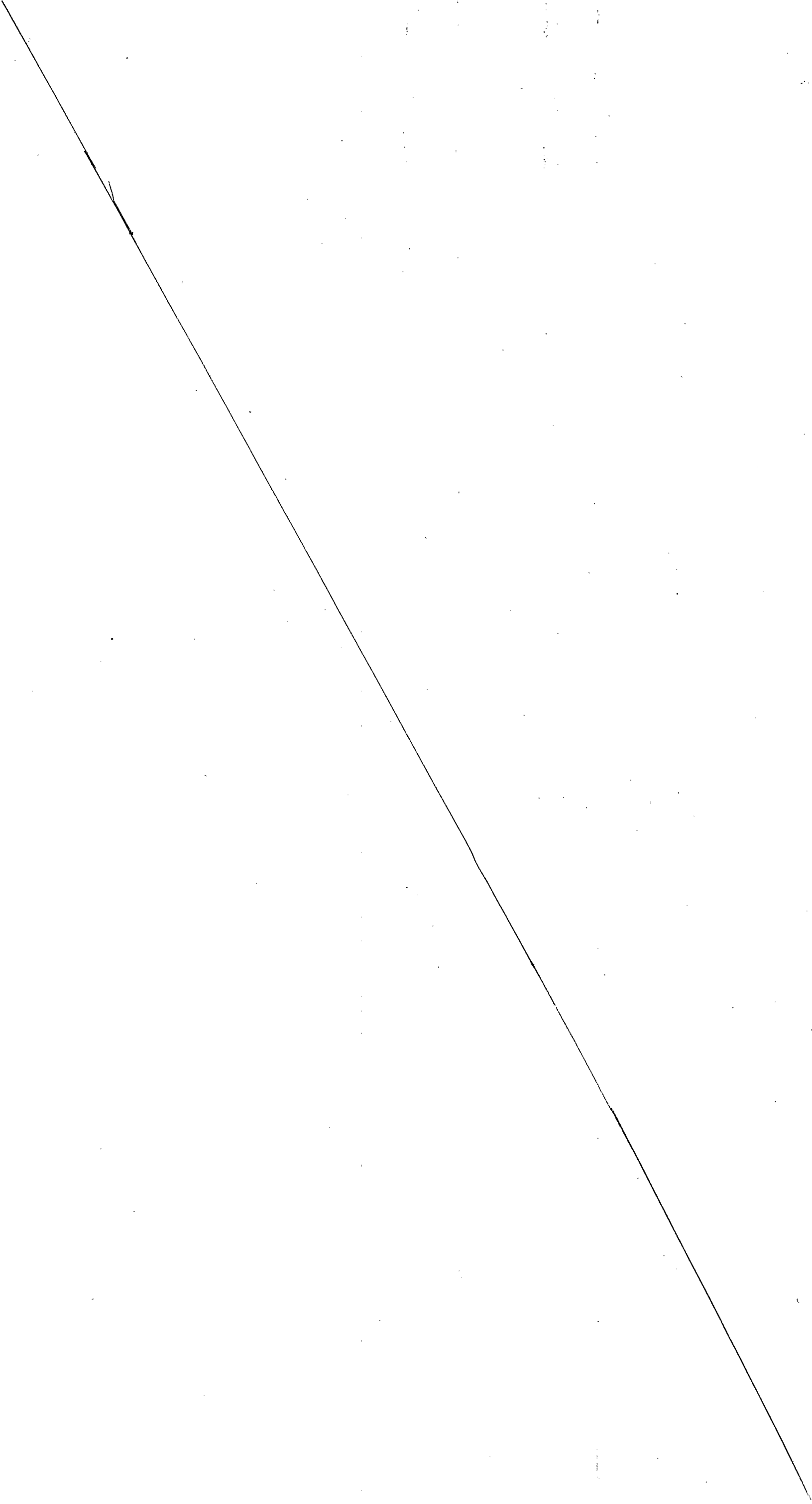
Upon the foregoing Petition and Exhibits IT IS ORDERED this 23rd day of May, 1966, by the Circuit Court for Queen Anne's County, in Equity, that George S. Davies be and he is hereby substituted in the place and stead of John Biars or Byers, the original substituted purchaser, and that CLAYTON C. CARTER, Esq. be and he is hereby appointed Trustee in this Cause, without bond, for the purpose of conveying the property sold under these proceedings to George S. Davies by a good and sufficient deed.

AND IT IS FURTHER ORDERED that the additional costs incurred in this proceeding by virtue of this Petition and Order be paid by the Petitioner.

THOS. J. KEATING, Jr.  
Judge

Filed May 23, 1966

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QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Twenty-fourth day of August in the year nineteen hundred sixty-seven, the following PETITION FOR DECLARATORY DECREE AND FURTHER RELIEF was brought to be recorded, to wit:-

JAMES F. JOHNSON and  
MARTHA JANE JOHNSON, his wife  
Centreville, Maryland

vs.

J. ALVIN HOLLAND and  
DOROTHY MAE HOLLAND, his wife

and

THE QUEEN ANNE'S COUNTY  
SOIL CONSERVATION DISTRICT,  
a body corporate,  
Centreville, Maryland  
(serve on Harold Griffin)

\* \* \* \*

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 4894 <sup>Ke 21147</sup> <sup>7/20</sup> <sub>15.</sub>

PETITION FOR DECLARATORY DECREE AND FURTHER RELIEF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James F. Johnson and Martha Jane Johnson, his wife, by James E. Thompson, Jr., their attorney, unto your Honors respectfully represents:

1. That your Petitioners are the owners of a tract of land in the Second Election District of Queen Anne's County, Maryland, containing one acre of land, more or less, together with the right to use an 18 foot right of way by virtue of a deed from Ernest J. Rothwell dated November 27, 1956, recorded December 17, 1956, in Liber T.S.P. No. 32, folio 98 as will more fully appear by reference to a certified copy of said deed which is attached hereto as a part hereof marked "Plaintiff's Exhibit "A".

2. That the aforesaid 18 foot right of way leading to the property of your Petitioners was in being at the time Petitioners received the aforesaid deed and was constantly used by your Petitioners for access to their property from the time they took possession of the aforesaid property (which was prior to their deed) until the Defendants interfered with said usage as hereinafter set forth during the month of July, 1967.

3. That the Defendants, J. Alvin Holland and Dorothy Mae Holland, are the owners of a tract of land in the Second Election District of Queen Anne's County, Maryland, which is contiguous to both the lot of Petitioners as well as the aforesaid 18 foot right of way by virtue of a deed from Ernest J. Rothwell to J. Alvin Holland and Dorothy Mae Holland, his wife, dated November 7, 1960, recorded November 7, 1960, in Liber T.S.P. No. 57 folio 481 as will more fully appear by reference to a certified copy of said deed which is attached hereto as a part hereof marked "Plaintiff's Exhibit "B".

4. That on or about the 11th day of July, 1967, the

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617  
758-0877



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Defendants, J. Alvin Holland and Dorothy Mae Holland, erected a fence across said right of way for the purpose of denying your Petitioners access to their property and verbally instructed your Petitioners not to use said right of way.

5. That when your Petitioners removed that portion of the fence on their right of way and continued to use the same the Defendants, J. Alvin Holland and Dorothy Mae Holland, his wife, and the Queen Anne's County Soil Conservation District on or about the 31st day of July, 1967, deliberately, maliciously, and unlawfully entered upon the 18 foot right of way of the Petitioners and dug a hole approximately 5 feet deep, 17 feet wide, and 100 feet long, which hole was dug for no other purpose than to harass Petitioners and interfere with their use of the aforesaid right of way. Photographs of said hole are attached hereto as a part hereof, marked Plaintiffs' Exhibits "C", "D", and "E" respectively.

6. That because of the actions of Defendants and each of them your Petitioners have been denied vehicular access to their home and property; fuel oil, gas, food and other supplies must be carried to their home by hand for a distance of 200 yards; their home and other outbuildings are without fire protection; the Petitioners and their guests are required to walk from the State Road (Route 213) to Petitioners' house; and that because of said action of Defendants and each of them, your Petitioners have been caused great hardship, inconvenience, harassment, embarrassment, and extreme mental anguish.

7. That Petitioners desire to have their rights, status and other legal relations under the aforesaid deeds (Petitioners' Exhibits "A" and "B") construed with particular reference to an 18 foot right of way referred to therein.

8. That Petitioners desire to have the Court establish the location of the right of way referred to in Petitioners' Exhibits "A" and "B".

9. That in addition to the above, your Petitioners aver that an actual controversy exists between the parties hereto, that antagonistic claims are present between the parties which indicates immediate and inevitable litigation; that your Petitioners have a legal status, right and privilege which has been and is being denied by each and/or all of the Defendants who also have or assert an interest therein; and that a declaratory decree will serve to terminate the controversy giving rise to these proceedings.

WHEREFORE, your Petitioners pray:

a. That this Honorable Court construe and declare the rights, status or other relations of the parties under Petitioners' Exhibits "A" and "B" with particular reference to the 18 foot right of way referred to therein.

b. That this Honorable Court establish and determine the location of the right of way referred to in

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617

758-0877

Petitioners' Exhibits "A" and "B".

c. That this Honorable Court grant such further relief as may be necessary or proper based upon such declaratory decree entered herein, including, but not limited to:

(1) A judgment in favor of Petitioners against the Defendants and each of them for \$100.00 per day or such other sum as the Court deems reasonable for the hardship and inconvenience caused by Defendants' denial and interference with Petitioners' use of said right of way.

(2) A judgment in favor of Petitioners and against Defendants and each of them for the reasonable costs of repairing and restoring said right of way to its previous usable condition.

(3) A decree directing Defendants and each of them to forthwith restore said right of way to its previous condition.

(4) A judgment in favor of Petitioners and against Defendants for all Petitioners' losses and damages caused by digging a hole or trench in said right of way including all costs and fees of this suit.

(5) A decree directing the Defendants not to interfere with Petitioners' right to the use of the 18 foot right of way as located and determined by this Court.

(6) That the Court grant such other and further relief as may be required or as may appear necessary after the rights, status and other legal relations of the parties are declared as herein prayed.

AND AS IN DUTY BOUND, ETC.

*James F. Johnson*  
James F. Johnson

*Martha Jane Johnson*  
Martha Jane Johnson

*James E. Thompson, Jr.*  
James E. Thompson, Jr.  
117 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-0877  
Attorney for Plaintiffs

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617

758-0877

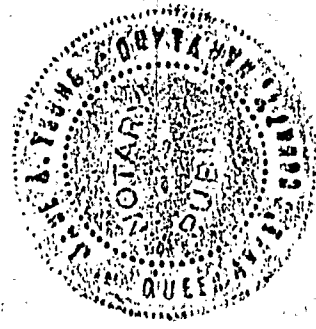
STATE OF MARYLAND )  
                          ) TO WIT:  
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 24th day of August, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James F. Johnson and Martha Jane Johnson, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

James L. Young  
Notary Public  
My Commission Expires 7/1/69

*Filed Aug. 24. 1967*



JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617  
758-0877

2.25

# 38,456

LIBER 32 PAGE GORDON C. Mc FADDEN COURT REPORTER

RECEIVED FOR RECORD Dec 17 1956

FEB 8 1968

EXHIBIT PLP's #1

2

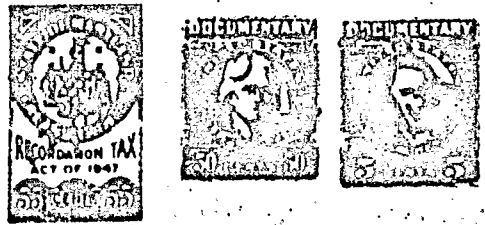
This Deed made this 27th day of November,

in the year one thousand nine hundred and fifty-six, by and between ERNEST J. ROTHWELL, single man, of Queen Anne's County, State of Maryland, party of the first part; and JAMES F. JOHNSON and MARTHA JANE JOHNSON, 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 Ernest J. Rothwell does hereby grant and convey unto the said James F. Johnson and Martha Jane Johnson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the right or easterly side of U. S. Route #213 leading from Centreville to Church Hill and being bounded on the West and South by property of Ernest J. Rothwell, bounded on the East by the farm of Frances Benny, and bounded on the North by the property of Dr. Francis R. Lucas, and being more particularly described as follows, to wit: BEGINNING at a point where the Northwest boundary of the lot hereby conveyed intersects with the Southwest boundary of the lands of Dr. Francis R. Lucas and where a marker is placed in the ground; and thence in an Easterly direction along a ditch line and along the boundary line of the said Dr. Francis R. Lucas, a distance of approximately 280 feet to a point where a marker is placed in the ground and to the division fence of Frances Benny; and thence in a Southerly direction along the lines of lands of the said Frances Benny, a distance of approximately 280 feet to a point where a marker is placed in the ground and to other lands of the grantor, Ernest J. Rothwell; and thence in a westerly direction along the lines of the lands of the said Ernest J. Rothwell, a distance of approximately 150 feet to a point where a marker is placed in the ground and to the inside of a certain ditch line; and thence in a Northerly direction along the inside of the said ditch line and along the lines of other lands of the grantor, the said Ernest J. Rothwell, for a distance of approximately 140 feet to the point and place of beginning, and containing, or intending to contain, ONE (1) ACRE of land, more or less;

BEING a part of the land and premises which was granted and conveyed unto the said Ernest J. Rothwell, single man, by Queen Anne's Farmers Cooperative Association, Inc. (by S. E. W. Friel, Jr., President) by deed of conveyance bearing date the 25th day of February, 1947, and recorded in Liber A. S. C., Jr. No. 16 at folio 44.



Plaintiff's Est "A"  
Filed Aug. 24, 1967



TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; AND ALSO TOGETHER WITH the right to use an eighteen (18) foot right of way over and upon other lands of the said Ernest J. Rothwell leading from U. S. Route #213 in an Easterly and Westerly direction to the land hereby conveyed to the Johnsons. It is hereby understood and agreed that the said grantees, the Johnsons, in consideration for this use of the right of way shall maintain said road at their own expense. This right of way shall run with the land and shall not terminate upon the sale of the land.

NOTATION: It is hereby understood and agreed by the parties to this instrument that the land herein conveyed, and the improvements contained thereon, shall be used exclusively for residential purposes and shall not at any time be used for the purpose of selling or dispensing of alcoholic beverages of any kind.

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 James J. Johnson and Martha Jane Johnson, his wife, as tenants by the entirety, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Ernest J. Rothwell - - -

- - - does - - - 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 hereby granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST: (as to Grantor)

Virginia A. White Ernest J. Rothwell (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF MARYLAND

to wit:

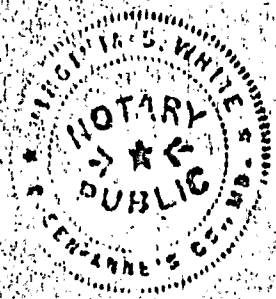
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 24th day of November, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Ernest J. Rothwell - - - and he acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

Virginia A. White Notary Public

My commission expires May 6, 1957.



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 32, folio 98, 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 24th day of August in the year nineteen hundred and sixty-seven.

CHARLES W. CECIL

Clerk

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No. 4517  
Re. 53755 RECEIVED FOR RECORD Nov. 7 1968

THIS DEED, made this 7<sup>th</sup> day of November, in the year nineteen hundred sixty, by Ernest J. Rothwell, single, of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Ernest J. Rothwell does hereby grant and convey unto J. Alvin Holland and Dorothy Mae Holland, his wife, of the said County and State, their heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the southeast side of the state highway leading from Centreville to Church Hill, which is more particularly described as follows, to wit: BEGINNING for the same on the right-of-way line of said state highway at the northern corner of land conveyed to Queen Anne's Soil Conservation District by Ernest J. Rothwell by deed dated March 19, 1957 and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 33, folio 442, and running thence in a northeasterly direction by and with the southeastern right-of-way line of said state highway approximately 282 feet to a point witnessed by a stake where a concrete marker is to be set in the ground near the intersection of said right-of-way line and the 18-foot private way which has been laid down and leads to the land granted to James F. Johnson and wife by Ernest J. Rothwell by deed dated November 27, 1956 and recorded among said land records in Liber T.S.P. No. 32, folio 98; thence in a straight line in a generally southeasterly direction through said marker to another stake where a concrete marker is to be set near a bend in the abovementioned private way; thence in a generally southeasterly direction in a straight line to another concrete marker set in the line of said Johnson land adjacent to the abovementioned private way; thence in a generally southwesterly direction by and with the inside edge of a ditch and the said Johnson land to a marker placed in the ground at the end of the third line described in the said deed to James F. Johnson and wife; thence in an easterly or southeasterly direction by and with the third line described in said deed to James F. Johnson and wife reversed, a distance of approximately 150 feet to a marker and land of Frances Bennay; thence in a southwesterly direction with the land of Frances Bennay to the land conveyed as aforesaid to Queen Anne's Soil Conservation District; and thence with the last mentioned land North 58 degrees West 679.4 feet to the place of beginning; being part of the same land granted to the said Ernest J. Rothwell by Queen Anne's County Farmers Co-

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GORDON C. McFADDEN  
COURT REPORTER

FEB 8 1968

EXHIBIT - 2



operative Association, Inc., by deed dated February 25, 1947 and recorded among said land records in Liber A.S.G. No. 16, folio 444.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE and TO HOLD the said lot or parcel of land and premises unto and to the use of the said J. Alvin Holland and Dorothy Mae Holland, his wife, their heirs and assigns, in fee simple, forever.

AND the said Ernest J. Rothwell 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:

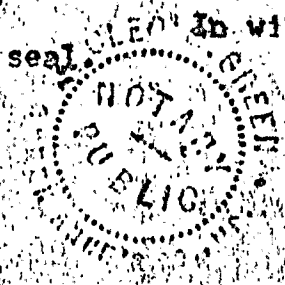
TEST:

Chas C. Green Ernest J. Rothwell (SEAL)  
(Ernest J. Rothwell)

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

On this the 7<sup>th</sup> day of November, in the year nineteen hundred sixty before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ernest J. Rothwell, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Chas C. Green  
Notary Public

My Commission expires: May 1, 1961

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 57, folio 481, a Land Record Book for Queen Anne's County.

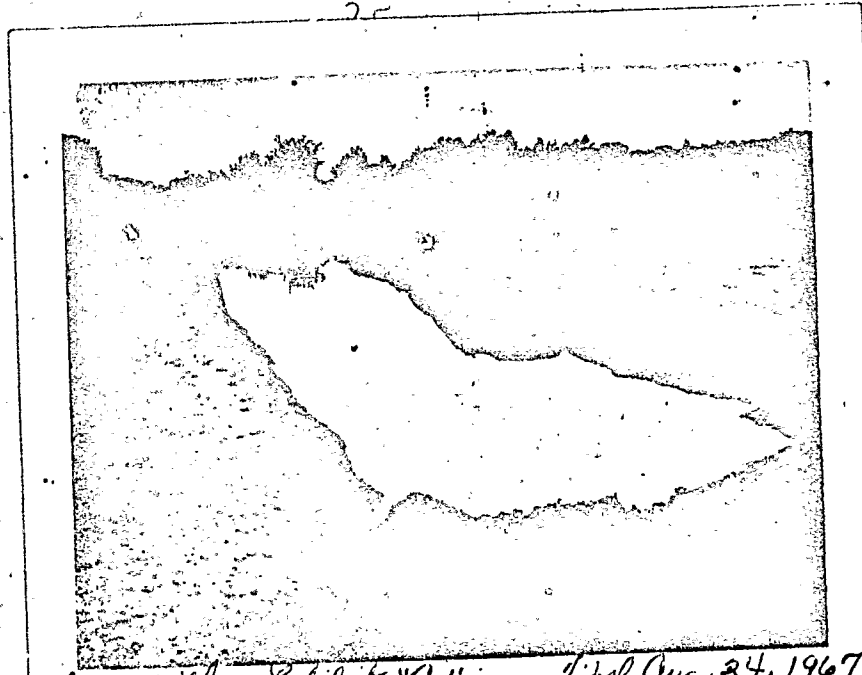


IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 24th day of August in the year nineteen hundred and sixty-seven.

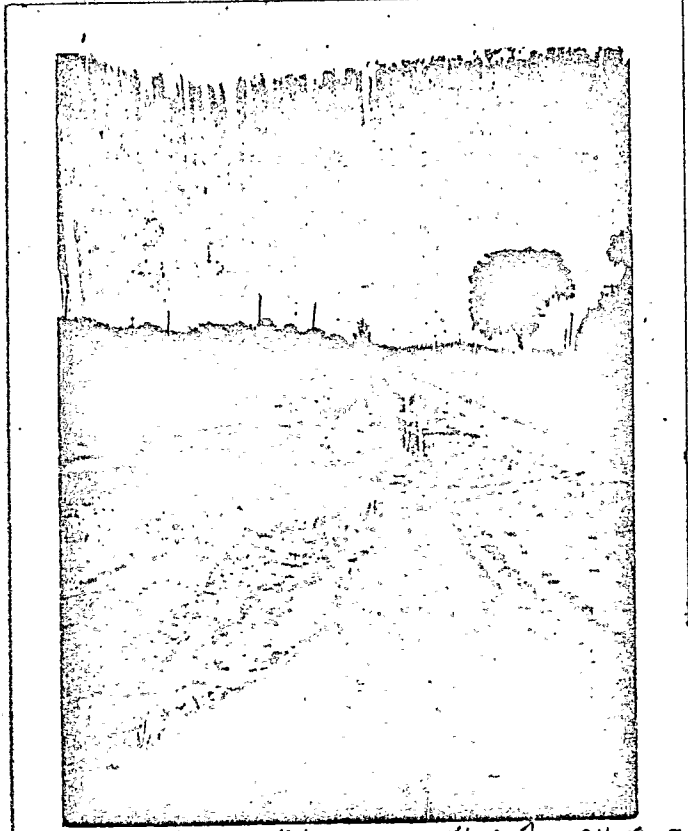
Charles W. Ceel  
Clerk

*Filed Aug 24 1967*

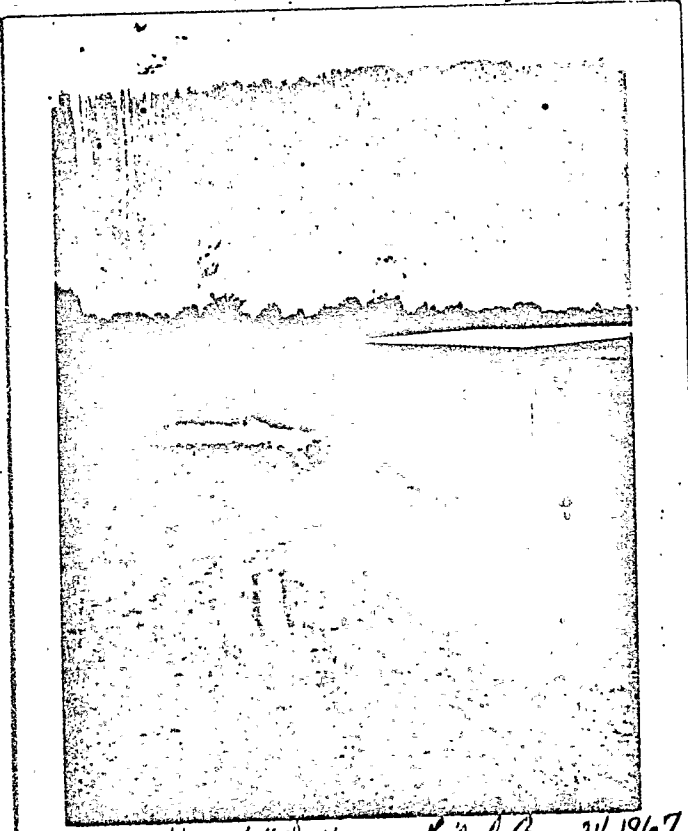
*Plaintiff's Exh "B"*



Plaintiff's Exhibit "C" Filed Aug. 24, 1967



Plaintiff's Exhibit "E" Filed Aug. 24, 1967



Plaintiff's Exhibit "D" Filed Aug. 24, 1967

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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 4894

Docket C.W.C.#1, fol. 288

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

TO: J. Alvin Holland and Dorothy Mae Holland, his wife  
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of  
September next, to answer an action at the suit of

James F. Johnson and Martha Jane Johnson, his wife,  
Centreville, Maryland,

Issued the 24th. day of August 19 67

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: James E. Thompson, Jr.  
117 Lawyers Row  
ADDRESS: Centreville, Maryland 21617  
Telephone: 758-0877

*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 September 19,  
19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Aug 25, 1967*

Summons served on J. Alvin Holland and Dorothy Mae Holland, his wife and a copy of summons and petition for declaratory decree and further relief left with each of them this 24th day of August, 1967.

*Ronald L. Roach*  
Deputy Sheriff

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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day  
File No. 4894  
Docket C.W.C.#1, fol. 288

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

TO: **The Queen Anne's County Soil Conservation District**  
**a body corporate**  
**Centreville, Maryland**  
  
**(Serve on Harold Griffin)**

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of September, next, to answer an action at the suit of

**James F. Johnson and Martha Jane Johnson, his wife,**  
**Centreville, Maryland**

Issued the 24th. day of August 19 67

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: James E. Thompson Jr.  
117 Lawyers Row  
ADDRESS: Centreville, Maryland 21617  
Telephone: 758-0877

*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 September 19,  
19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Aug 25, 1967*

Summons served on Harold Griffin and a copy of summons and Petition for declaratory decree and further relief left with him this 24th day of August, 1967.

*Ronald L. Rosh*  
Deputy Sheriff

INDEXING: 122-0211

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JAMES F. JOHNSON and  
MARTHA JANE JOHNSON, his wife  
Centreville, Maryland

vs.

J. ALVIN HOLLAND and  
DOROTHY MAE HOLLAND, his wife

and

THE QUEEN ANNE'S COUNTY  
SOIL CONSERVATION DISTRICT,  
a body corporate  
Centreville, Maryland

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Equity No. 4894

\* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James F. Johnson and Martha Jane Johnson, his wife, Plaintiffs, by James E. Thompson, Jr., their attorney, unto your Honors respectfully represents:

1. That a Bill of Complaint was filed in the above entitled case on the 24th day of August, 1967, and summons duly issued.
2. That the summons against the Defendants, J. Alvin Holland and Dorothy Mae Holland, his wife, and The Queen Anne's County Soil Conservation District, was returned August 24, 1967, served.
3. That the Defendants in this cause have so far failed to appear in these proceedings, either in person or by attorney, although the time provided by law for their appearance has expired.
4. That your Plaintiffs are advised that they are entitled to have their Bill taken Pro Confesso against the above named Defendants.

WHEREFORE, the Plaintiffs pray your Honors to pass an Order directing that the Bill of Complaint be taken Pro Confesso against the said J. Alvin Holland and Dorothy Mae Holland, his wife, and The Queen Anne's County Soil Conservation District.

*James E. Thompson, Jr.*  
James E. Thompson, Jr.  
Attorney for Plaintiffs

*Filed Dec. 1. 1967*



DECREE *Pro Confesso*

10  
JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617

The proceedings heretofore had in this cause having been read and considered, it is thereupon this 6<sup>th</sup> day of

December; 1967, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED, that the Bill of Complaint heretofore filed be and the same is hereby taken Pro Confesso as against the Defendants, J. Alvin Holland and Dorothy Mae Holland, his wife, and The Queen Anne's County Soil Conservation District, but because it does not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED, ORDERED and DECREED, by this Court that leave be and the same is hereby given unto the Plaintiffs to take testimony before this Court to support the allegations contained in the Bill of Complaint.

*Wm. J. Gately*  
\_\_\_\_\_  
JUDGE

*Filed Dec. 6. 1967*

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617  
758-0877



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

Equity

No. 4894 Term, 19 \_\_\_

JAMES F. JOHNSON & MARTHA JANE  
JOHNSON, his wife  
vs.

J. ALVIN HOLLAND, et al

Mr. Charles W. Cecil Clerk.

Issue Writ of Subpoena to the Sheriff

of Queen Anne's County for \_\_\_\_\_  
Milton Stant, Church Hill, Maryland  
Mrs. Mae Davidson, Church Hill, Md.  
Harold Griffin, Church Hill, Md.  
James R. Smith, Centreville, Md.  
John Dulin, Grasonville, Md.

to appear in the Court Room, Court  
House, Centreville, Md. on Thursday,  
February 8, 1968, at 10:00 o'clock,  
A.M.

to testify for Plaintiff

in the above entitled case.

James E. Thompson, Jr.  
James E. Thompson, Jr.

Attorney for Plaintiff

Filed 26th day of January 1968

Charles W Cecil Clerk

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

Equity

No. 4894 Term, 19 \_\_\_

JAMES F. JOHNSON & MARTHA JANE  
JOHNSON, his wife  
vs.

J. ALVIN HOLLAND, et al

Mr. Charles W. Cecil Clerk.

Issue Writ of Subpoena to the Sheriff

of Kent County for \_\_\_\_\_  
William R. Nuttle, Chestertown, Md.  
Norman Lloyd, Chestertown, Md.

to appear in the Court House, Court  
Room, Centreville, Maryland, on  
Thursday, February 8, 1968, at 10:00  
o'clock, A.M.

to testify for Plaintiff

in the above entitled case.

James E. Thompson, Jr.  
James E. Thompson, Jr.

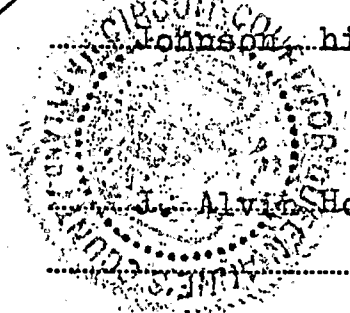
Attorney for Plaintiff

Filed 26th day of January 1968

Charles W Cecil Clerk

No. 4894 Equity

James F. Johnson & Martha Jane Johnson, his wife



vs.

J. Alvin Holland et al

State of Maryland

To Norman Lloyd Chestertown, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968.

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

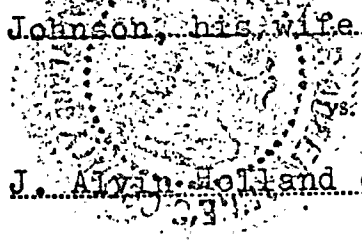
Charles W. Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Served 1-30-68 Bartus O. Vickers Sheriff, Kent County Filed Feb 5, 1968

No. 4894 Equity

James F. Johnson & Martha Jane Johnson, his wife,



J. Alvin Holland et al

State of Maryland

To William R. Nuttle Chestertown, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968.

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

Charles W. Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Served 1-30-68 Bartus O. Vickers Sheriff, Kent County Filed Feb 5, 1968

No. 4894 Equity

13

James F. Johnson & Martha Jane Johnson, his wife vs. Alvin Holland et al

State of Maryland

To John Dulin Grasonville, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968

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

Charles W Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Filed Feb. 5. 1968

SUMMONED 2/1/68.

Walter Clough Deputy Sheriff

No. 4894 Equity

14

JAMES F. JOHNSON & MARTHA JANE JOHNSON, his wife vs. J. ALVIN HOLLAND, et al

State of Maryland

To Harold Griffin Church Hill, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968.

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

Charles W Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Filed Feb 5. 1968

SUMMONED 2/3/68.

Ronald L. Rash Deputy Sheriff

No. 4894 Equity

15 James F. Johnson & Martha Jane Johnson, his wife

vs. J. Alvin Holland et al

State of Maryland

To Mrs. Mae Davidson Church Hill, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968.

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

Charles W. Cecil Clerk

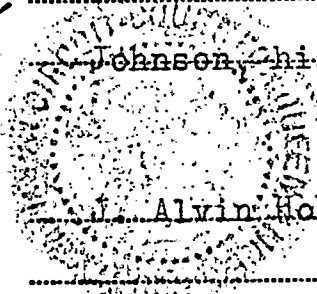
Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Filed Feb 6 1968

SUMMONED 2/5/68. Ronald L. Rash Deputy Sheriff

No. 4894 Equity

16 JAMES F. Johnson & Martha Jane Johnson, his wife



vs. J. Alvin Holland et al

State of Maryland

To James R. Smith Centreville, Md.

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff in the above entitled case.

Issued this 26th day of January, 1968.

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

Charles W. Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Filed Feb 7 1968

SUMMONED 2/6/68. Ronald L. Rash Deputy Sheriff

No. 4894 Equity

James F. Johnson & Martha Jane

Johnson, his wife

J. Alvin Holland, et al.



State of Maryland

To Milton Stant

Church Hill, Maryland

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on the Thursday 8th day of February 1968, @ 10:00 clock A.M., to testify for the

Plaintiff

in the above entitled case.

Issued this 26th day of January, 1968

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

Charles W. Cecil Clerk

Attorney for Plaintiff James E. Thompson, Jr. Centreville, Md.

Filed Feb 4 1968

SUMMONED 2/6/68.

Ronald L. Rash Deputy Sheriff

18

JAMES F. JOHNSON and  
 MARTHA JANE JOHNSON, his wife,  
 versus  
 J. ALVIN HOLLAND and  
 DOROTHY MAE HOLLAND, his wife,  
 and  
 THE QUEEN ANNE'S COUNTY SOIL  
 CONSERVATION DISTRICT, a  
 body corporate.

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

Chancery No. 4894.

MEMORANDUM and ORDER

THE above case having come on for hearing in Open Court on February 8, 1968, pursuant to Decree Pro Confesso heretofore passed on December 6, 1967, and no appearance or answer having been filed or entered on behalf of either of the Defendants, the Plaintiffs proceeded to take testimony, and the Court finds the following facts to have been proven by a preponderance of the evidence, viz:

THE Plaintiffs (Johnsons) purchased from Ernest J. Rothwell certain land in the Second Election District of Queen Anne's County which was part of a larger tract belonging to him, and same was conveyed to them by him by Deed of November 27, 1956, (Plaintiffs' Exhibit #1). The land thus conveyed lay near but did not adjoin U. S. Route #213 (road from Centreville to Church Hill). The same Deed set forth in its appurtenance clause, in addition to the usual recitations, the following: "And also together with the right to use an eighteen (18) foot right of way over and upon other lands of the said Ernest J. Rothwell leading from U. S. Route #213 in an easterly and westerly direction to the land hereby conveyed to the Johnsons. It is hereby understood and agreed that the said grantees, the Johnsons, in consideration for this use of the right of way shall maintain said road at their own expense. This right of way shall run with the land and shall not terminate upon the sale of the land."

LATER on, by Deed of November 7, 1960, (Plaintiffs' Exhibit #2), said Rothwell conveyed another part of his tract to the Defendants, Holland and wife. The second and third lines of



the Holland lands as described in the last mentioned Deed are as follows: " - - - a point witnessed by a stake where a concrete marker is to be set in the ground near the intersection of said right of way" (U.S. Route #213) "line and the 18-foot private way which has been laid down and leads to the land granted to James F. Johnson and wife by Ernest J. Rothwell by deed dated November 27, 1956, and recorded among said land records in Liber T.S.P. No. 32, folio 98; thence in a straight line in a generally southeasterly direction through said marker to another stake where a concrete marker is to be set near a bend in the abovementioned private way; thence in a generally southeasterly direction in a straight line to another concrete marker set in the line of the said Johnson land adjacent to the abovementioned private way;".

THE above mentioned right-of-way or lane leading through the Rothwell lands and into that portion thereof conveyed to Johnson, although never heretofore described or laid down by metes and bounds, courses and distances in any instrument of writing, had been used for many years prior to 1956, and constantly by the Johnsons since 1956, the used portion being a lane approximately nine (9) feet wide, well travelled, with earthen surface, but well graded and maintained, and it lies within the eighteen (18) foot strip as shown on the Surveyor's Plat admitted in evidence as Plaintiffs' Exhibit #6.

THE Court further finds that the Defendants Holland, in the Summer of 1967, after previous cordial relations with the Johnsons, first attempted to fence in the lane or a part thereof and warned the Plaintiffs not to use it, and upon removal of the fence by the Johnsons, said Defendants employed the other Defendant, Queen Anne's County Soil Conservation District, to excavate a huge hole (Plaintiffs' Exhibits #3, 4, & 5) in the earth in the travelled portion of the lane so as to render the lane impossible of ingress and egress to and from the Johnson land to the public road. They were unable to reach their land whereon they lived except by the courtesy of a neighbor on the Northerly side of said lane who allowed them to pass by foot through her property, temporarily. This condition<sub>2</sub> has existed since about July 31,

1967, until the present time and has caused the Defendants extreme hardship in that they have been unable to obtain delivery to their home of fuel and supplies or to transport themselves or any supplies except by walking and carrying same in all kinds of weather and at times through snow, mud and slush, all to their great inconvenience and discomfort.

THE Plaintiffs procured, in November, 1967, the services of William R. Nuttle, Registered Surveyor, of Chestertown, Maryland, to visit the premises and to lay down on a Plat (which he did as Plaintiffs' Exhibit #6) the location of the lane as previously used and an 18-foot wide strip of two (2) courses embracing within same the said used lane. All objects shown on the Plat are, by his testimony, clearly visible on the ground.

THE Court finds that the lane shown upon said Plat is the same lane used by the Johnsons since their acquisition of their property, and by Rothwell and his predecessors in Title prior thereto.

THE cost of refilling the excavation and restoring the lane surface to its previous condition is \$200.00 and is reasonable.

CONCLUSIONS OF LAW

1. THAT the Deed from Rothwell to Johnson created an easement in favor of the Johnson land (dominant) over the remaining Rothwell land (servient) for ingress and egress by foot or vehicle to the Johnson land from U. S. Route #213 along and over the strip of land eighteen (18) feet in width shown on the Plat admitted in evidence as Plaintiffs' Exhibit #6, with the further right on the part of said Johnsons and their successors to maintain said roadway at their own expense.

2. THAT the Defendants have no right to interfere with the above mentioned use or maintenance of said easement by the Plaintiffs or anyone claiming under them.

3. THAT the Plaintiffs have suffered damage by the action of the Defendants and that the Defendant, Queen Anne's County Soil Conservation District, a body corporate, in the performance

of the acts causing the damage was acting as the agent, servant, or employee of the Defendants, Holland.

4. THAT the amount of the damage caused the Plaintiffs by the Defendants Holland is:

Cost (reasonable) of restoring the road surface of easement to prior condition	\$ 200.00
Inconvenience resulting from interruption of use of easement from July 31, 1967, to February 8, 1968 - 28 weeks @ \$50. per week	<u>1400.00</u>
TOTAL DAMAGES	\$ 1600.00

*Filed Feb 13, 1968*

DECREE

IN accordance with the Opinion hereinbefore expressed, IT IS, by the Circuit Court for Queen Anne's County, this *13<sup>th</sup>* day of *February* 1968, ADJUDGED, ORDERED and DECREED, as follows:

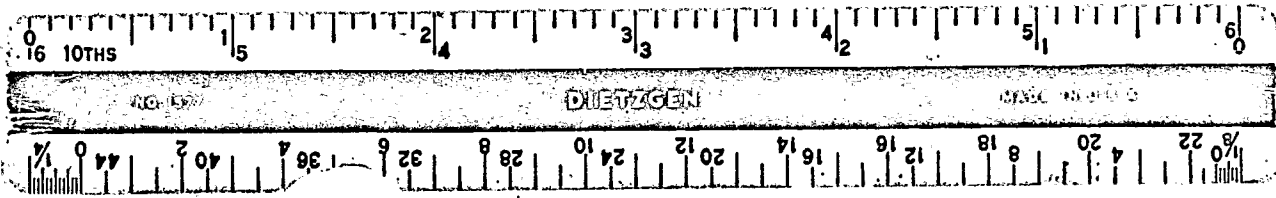
1. THAT the Deed from Rothwell to Johnson created an easement in favor of the Johnson land (dominant) over the remaining Rothwell land (servient) for ingress and egress by foot or vehicle to the Johnson land from U. S. Route #213 along and over the strip of land eighteen (18) feet in width shown on the Plat admitted in evidence as Plaintiffs' Exhibit #6, with the further right on the part of said Johnsons and their successors in Title to maintain said roadway at their own expense;

2. THAT the Defendants, J. Alvin Holland and Dorothy Mae Holland, his wife, and their successors in Title, be and they are hereby enjoined permanently from interfering with the use, by the Plaintiffs and their successors in Title, of the easement hereinbefore specifically declared and described;

3. THAT Judgment be entered against the Defendants, J. Alvin Holland and Dorothy Mae Holland, his wife, in favor of James F. Johnson and Martha Jane Johnson, his wife, Plaintiffs, for the sum of One Thousand Six Hundred Dollars (\$1600.00), with interest from date, and the costs of this suit, including one-half ( $\frac{1}{2}$ ) the reasonable fee of the Expert Witness (Surveyor) for the Survey and Plat filed herein.

*Filed Feb 13, 1968*

*John F. Grady Jr*  
JUDGE



U. S. RTE. 213

CENTREVILLE ← paving Centerline → CHURCH HILL

Note: Red markings not to scale.

Steel stake

N29°32'10"E  
269.31'

J. ALVIN HOLLAND

con. block shed

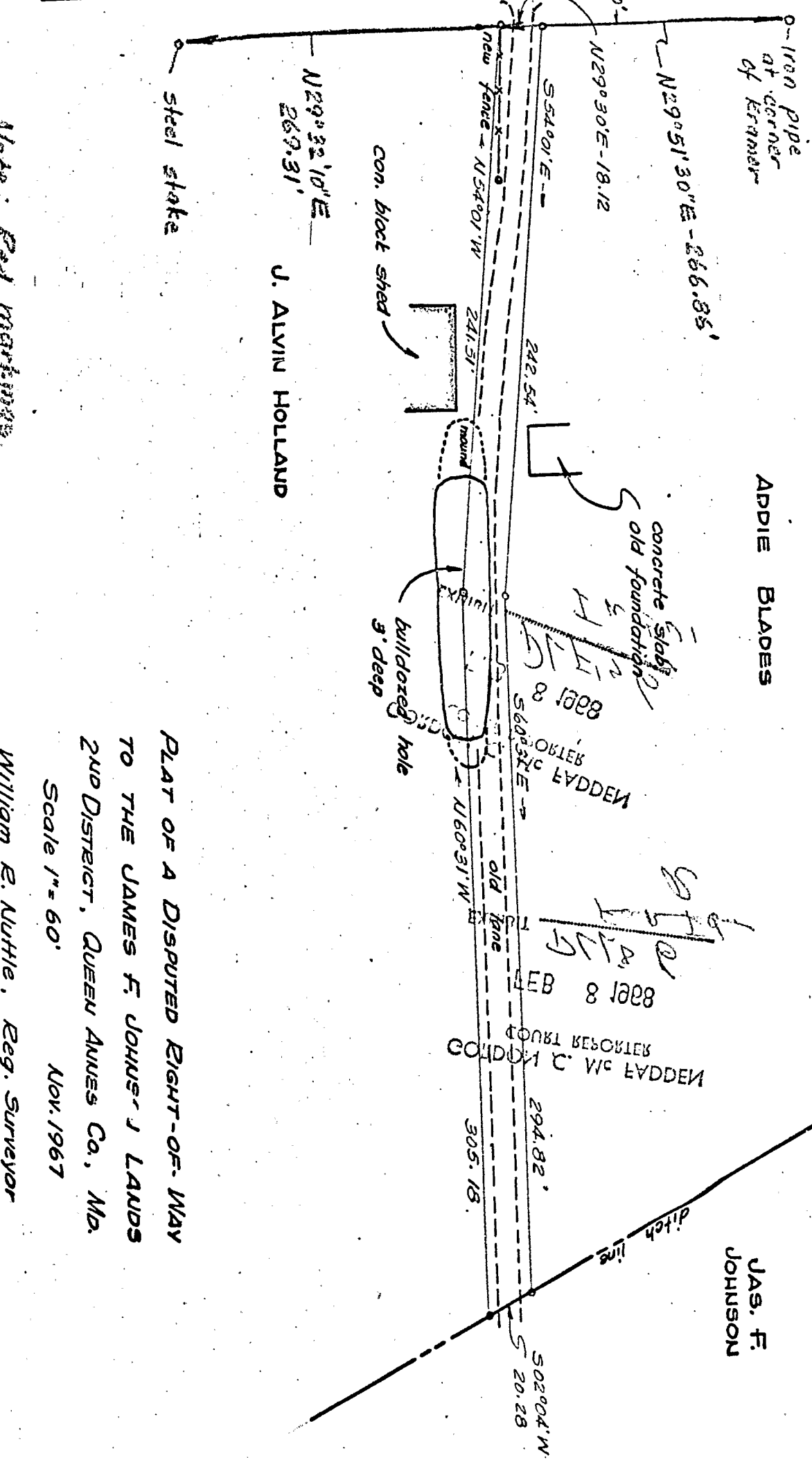
bulldozed hole  
3' deep

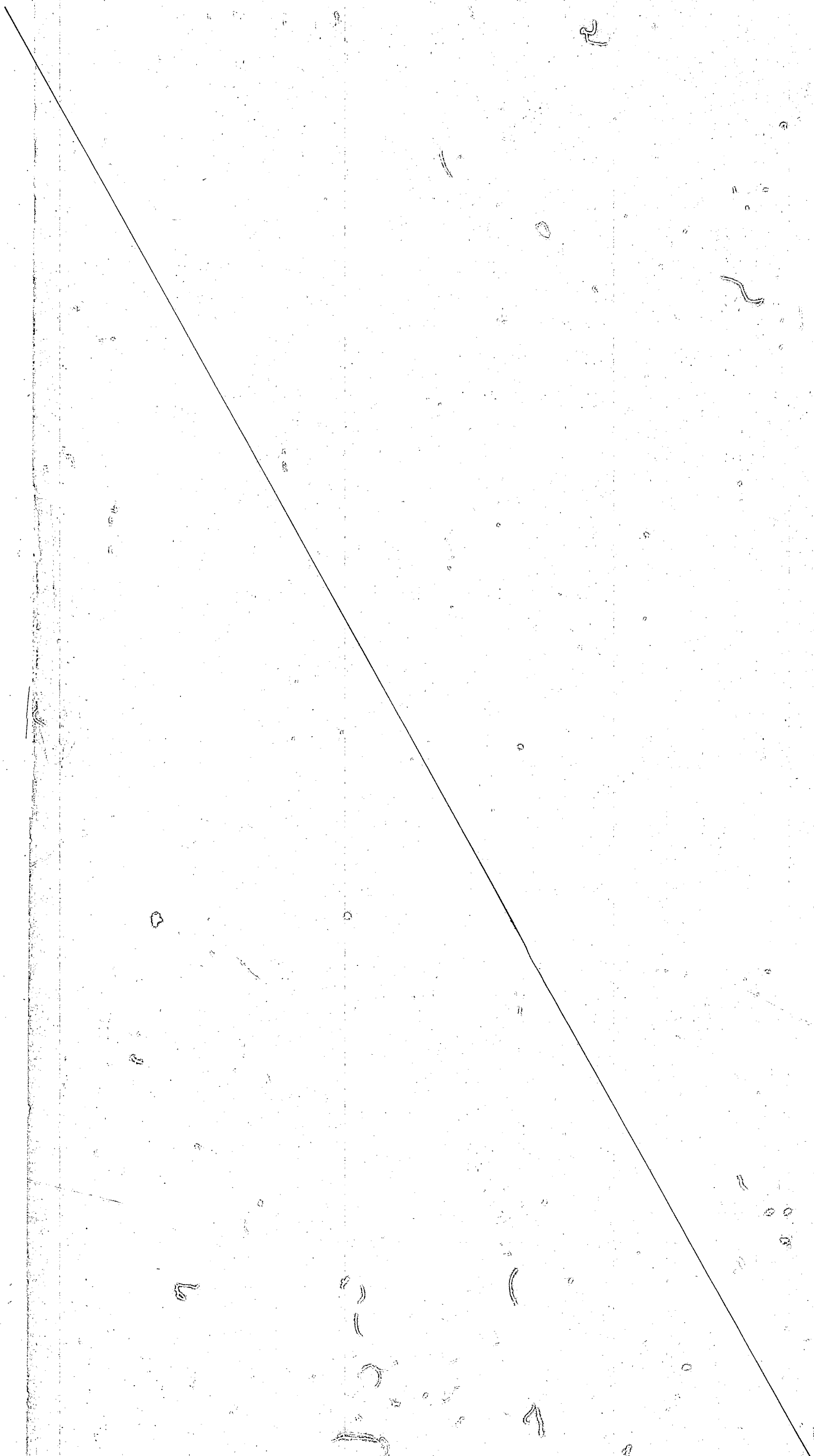
APDIE BLADES  
FEB 8 1888  
COURT REPORTER  
GORDON C. MC FADDEN

FEB 8 1888  
COURT REPORTER  
GORDON C. MC FADDEN

JAS. F.  
JOHNSON

PLAT OF A DISPUTED RIGHT-OF-WAY  
TO THE JAMES F. JOHNSON LANDS  
2ND DISTRICT, QUEEN ANNES CO., MD.  
Scale 1" = 60' Nov. 1967  
William E. Nuttle, Reg. Surveyor  
Chester town, Md.





19

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:



To: J. Alvin Holland and  
Dorothy Mae Holland, his wife  
Centreville, Maryland 21617

GREETING:

WHEREAS, James F. Johnson and Martha Jane Johnson, his wife, of Queen Anne's County, have exhibited to the Circuit Court for Queen Anne's County, in Equity, their petition to restrain you, the said J. Alvin Holland and Dorothy Mae Holland, his wife, from interfering with the right of the petitioners to the use of the 18 foot right of way contiguous to the lot of the petitioners set forth in deed from Ernest J. Rothwell, dated November 27, 1956, and recorded in Liber T. S.P. No. 32, folio 98, and lot of J. Alvin Holland and Dorothy Mae Holland, his wife, from Ernest J. Rothwell, dated November 7, 1969, and recorded in Liber T.S.P. No. 57, folio 451.

AND WHEREAS, the Circuit Court for Queen Anne's County, in Equity, by its decree dated February 13, 1968, has directed a permanent injunction be issued in accordance with its order.

NOW, THEREFORE, these presents are to perpetually command and strictly enjoin and prohibit you, the said J. Alvin Holland and Dorothy Mae Holland, his wife, from interfering with the use, by the said James F. Johnson and Martha Jane Johnson, his wife, and their successors in Title, of the 18 foot easement hereinbefore described.

Witness the Honorable J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland the 2nd. day of October, 1967.

Issued the 13th. day of February, 1968.

Charles W. Cecil  
Clerk

Filed Feb 20, 1968

75-10-1-11-11

NOTICE TO DEPOSITORS  
The undersigned, Clerk of the Circuit Court for Queen Anne's County, Maryland, hereby certifies that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.



Writ of Injunction served on J. Alvin Holland and Dorothy Mae Holland, his wife and a copy of Writ of Injunction, Memorandum and order, Conclusions of law and Decree left with each of them this 19th day of February, 1968.

STATE OF MISSISSIPPI

JACKSON COUNTY, TO WIT:

*Ronald L. Rash*  
Deputy Sheriff

J. Alvin Holland and Dorothy Mae Holland, his wife  
1968-02-19

CLERK

*[Faint, mostly illegible text, possibly a return receipt or a second page of the document.]*

20

ESC/bst/2/23/68/1&3/

JAMES F. JOHNSON and  
MARTHA JANE JOHNSON, his wife

VS.

J. ALVIN HOLLAND and  
DOROTHY MAE HOLLAND, his wife

and

THE QUEEN ANNE'S COUNTY SOIL  
CONSERVATION DISTRICT, a body  
corporate.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

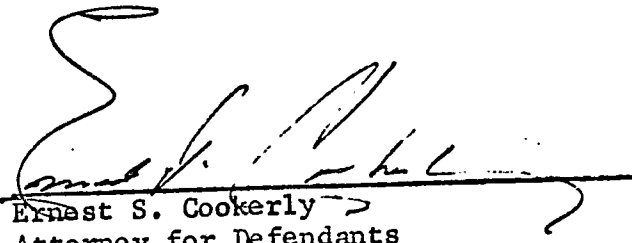
Chancery No. 4894

\* \* \* \* \*

MOTION FOR A NEW TRIAL

J. Alvin Holland and Dorothy Mae Holland, his wife, Defendants, by Ernest S. Cookerly, their Attorney, move pursuant to Maryland Rule 567 for a new trial for the following reasons:

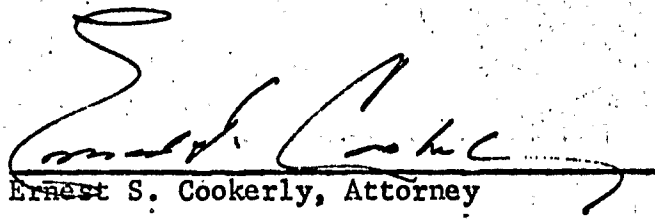
1. That at the time the within cause of action was filed, they had retained counsel and were under the impression that said counsel had filed an Answer, thereby protecting them against the entry of a Decree Pro Confesso in the within cause.
2. That they had no notification of the filing of a Decree Pro Confesso in the within cause of action.
3. That they were not notified of a hearing in the within cause of action conducted on February 8, 1968, and that the Plaintiffs were duty bound to notify the Defendants of the hearing.
4. That your Defendants have inadvertently been deprived of their rights to present a defense in the within cause of action.
5. That although the Decree in the within cause of action was signed on February 13, 1968, your Defendants did not receive the verdict in this cause until February 20, 1968.
6. For other and good causes to be shown at the time of the hearing on the motion.



Ernest S. Cookerly  
Attorney for Defendants  
Chestertown, Maryland  
Telephone: 778-2112

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MARYLAND 21620  
TELEPHONE 778-2112

I HEREBY CERTIFY, that on this 23rd day of February, 1968, a copy of the Motion For A New Trial was delivered to the Law Offices of James E. Thompson, Jr., 117 Lawyers Row, Centreville, Maryland 21617.

  
Ernest S. Cookerly, Attorney

*Filed Feb 23, 1968*

JAMES F. JOHNSON, ET. UX.

vs.

J. ALVIN HOLLAND, ET. AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 4894

Mr. Clerk:

Upon the payment by the Defendants of the balance of the court costs due, and upon the further payment of all balances due by the Decree of Court, dated February 13, 1968, in this cause to Mr. William R. Nuttle, surveyor, please mark the judgment against the Defendants "Settled and Satisfied."

JAMES E. THOMPSON, Jr.  
Solicitor for Complainants

10-3-72

Payment made to William R. Nuttle.

VACHEL A. DOWNES, Jr.  
Attorney for William R. Nuttle

Filed Oct. 5, 1972

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

Harry M. Welch, \* In The  
Administrator of \*  
Velma Welch, deceased, \*  
and individually, and \*  
Frances M. Welch, his wife, \*  
Centreville, Maryland \* Circuit Court

Howard F. Welch, and \*  
Viola Welch, his wife, \*  
Crumpton, Maryland \* For

Velma W. Johnson, widow, \*  
2004 Kynwyd Road \*  
Graylyn Crest, Wilmington \* Queen Anne's County  
3, Delaware \*

Catherine W. Cannon and \*  
Willard Cannon, her husband, \*  
Sudlersville, Maryland \* Chancery No.

John S. Welch and \*  
Esther Welch, his wife, \*  
Critten Road, Akron, N. Y. \*

PLAINTIFFS,

VS.

Velma Louise Welch, infant, \*  
c/o Mrs. Ramond Cannon, \*  
Church Hill, Maryland \*

Linda Ruth Burris, infant, \*  
c/o Mr. William Burris \*  
702 Smallwood Road \*  
Rockville, Maryland \*  
20850 \*

DEFENDANTS

4978  
15.00  
R. 26029

BILL OF COMPLAINT

Harry M. Welch, Administrator for Velma Welch, deceased, and individually, and Frances M. Welch, his wife, Howard F. Welch and Viola Welch, his wife, Velma W. Johnson, widow, Catherine W. Cannon and Willard Cannon, her husband, John S. Welch and Esther Welch, his wife, by Robert R. Price, Jr., their attorney, allege:

I. William H. Cronshaw, single man, conveyed unto Harry V. Welch and Velma Welch, as tenants by the entireties, by deed dated August 18, 1943, and recorded in Liber ASG Jr. No. 8, folio 160, of the Land Records of Queen Anne's County, Maryland, land more particularly described as follows:

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

ALL that lot of land improved by a frame building containing a gasoline filling station and a dwelling apartment called or known as "The William H. Cronshaw Filling Station at Starkey's Corner" situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland, on the North side of the State Road leading from Starkey's Corner to Church Hill and on the East side of the County Road which leads from Starkey's Corner to Jones' Neck or Land's End and which is contained within the following metes and bounds, courses and distances according to the survey of the same made June 18th, 1938, by Gilbert Taylor, Surveyor, to wit:

BEGINNING for the same at the intersection of the north side of said State Road with the East side of said County Road and running thence with the last named road N 17° 35' West, 294 feet to a point and hub; thence N 58° 30' E, 29.5 feet to a point and a hub on the northeast side of a small ditch, thence S 39° 50' East, 298 feet to a point and hub in the North line of said State Road, thence along the same South 57° 25' West, 126.75 feet to the place of beginning, containing 19,508 square feet of land, more or less.

(A certified copy of said deed is attached hereto as Plaintiff's Exhibit "A".)

2. That Harry V. Welch died on January 7, 1968, leaving Velma Welch, as his surviving spouse and on January 12, 1968, the said Velma Welch departed this life intestate, seized and possessed of said property.

3. Said Velma Welch left to survive her as her sole heirs at law, the following:

- (a) Harry M. Welch, son
- (b) John S. Welch, son
- (c) Catherine W. Cannon, daughter
- (d) Velma W. Johnson, daughter
- (e) Howard F. Welch, son
- (f) Child of deceased son, Joseph H. Welch,  
Velma Louise Welch, minor
- (g) Child of deceased daughter, Ruth Welch Burris,  
Linda Ruth Burris, minor

4. Where married the names of the spouses of the parties hereto are shown in the caption hereof and otherwise the marital status is as shown in said caption.

5. Letters of Administration on the personal estate of Velma Welch have been granted by the Orphans' Court of Queen Anne's County unto the said Harry M. Welch, as will more fully appear by reference to certified copy thereof filed herewith and marked "Plaintiff's Exhibit "B".

6. The personal estate of Velma Welch has not been closed in the Orphans' Court of Queen Anne's County.

7. The aforescribed real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties.

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 the Plaintiffs may have such other and further relief as their case may require.

By: Robert R. Price, Jr.  
Robert R. Price, Jr.,  
Attorney for the Plaintiffs  
103 Lawyer's Row  
Centreville, Md. 21617  
Phone: 758-1660

*Filed Aug. 27, 1968*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660



2

Q U E E N A N N E ' S C O U N T Y, T O W I T:  
 #21,962.  
 Be it remembered that on the Nineteenth day of August, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit;

One-Three Dollar, One-Fifty Cent,  
 One-Twenty Five Cent and One-Ten Cent  
 Int. Rev. Stamps. Endorsed W H C  
 18 Aug. 1943.

One-Two Dollar, One-One Dollar and One-  
 Twenty Cent Recordation Tax Stamps.  
 Endorsed W H C 18-Aug. 1943.

THIS DEED, made this 18th day of August in the year nineteen hundred and forty three between William H. Cronshaw, single man, of Queen Anne's County in the State of Maryland, party of the first part and Harry V. Welch and Velma Welch, his wife, of the same place, parties of the second part,

WITNESSETH: That the party of the first part for and in consideration of the sum of Three thousand two hundred dollars, the receipt of which is hereby acknowledged, does hereby grant and convey unto the parties of the second part, said Harry V. Welch and Velma Welch, his wife, their heirs and assigns forever, as tenants by the entireties

All that lot of land improved by a frame building containing a Gasoline filling station and a dwelling apartment called or known as "The William H. Cronshaw Filling Station at Starkey's Corner" situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland on the north side of the State Road leading from Starkey's Corner to Church Hill and on the east side of the county road which leads from Starkey's Corner to Jones' Neck or to Land's End and which is contained within the following metes and bounds, courses and distances according to the survey of the same made June 18, 1938 by Gilbert Taylor, Surveyor, to wit:  
 BEGINNING for the same at the intersection of the north side of

*Harry V. Welch*

Exhibit "A"  
 Filed Aug 27 1968

*Original Exam'd & returned.  
10/26/6*

said State Road with the east side of said county road and running thence with the last named road North 17 degrees 35 minutes west, 294 feet to a point and hub; thence North 58 degrees 30 minutes east, 29.5 feet to a point and a hub on the northeast side of a small ditch; thence South 39 degrees 50 minutes east, 298 feet to a point and hub in the north line of said State road; thence along same South 57 degrees 25 minutes west, 126.75 feet to the place of beginning, containing 19,508 square feet of land, more or less; BEING the same land granted and conveyed unto the party of the first part by Lee Roy Cole and Jennie Cole, his wife by a deed dated January 31st, 1939 and recorded in Liber A. S. G. Jr., No. 2, a land record book of Queen Anne's County aforesaid, at folio 253.

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

TO HAVE AND TO HOLD the land and premises above described with the appurtenances thereof unto the parties of the second part, their heirs and assigns in fee simple as tenants by the entireties and not as tenants in common and for no other purpose.

AND the party of the first part covenants that he will warrant specially the land hereby granted and conveyed, that he has done no act to encumber said property, that he is seized of said land and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto subscribe his name and affixed his seal the day and year first hereinabove written.

Test: WILLIAM H. CRONSHAW (SEAL)  
William H. Cronshaw

DELHA DANCY ROLPH  
Delha Dancy Rolph

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

I hereby certify that on this 18th day of August in the year nineteen hundred and forty three before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William H. Cronshaw, the above named Grantor, and he did acknowledge the foregoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

Notary  
Public  
Seal.

DELHA DANCY ROLPH  
Delha Dancy Rolph  
NOTARY PUBLIC.

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Libera S.G. Jr No. 8, Folio 160 a Land Record Book for Queen Anne's County.

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



*Charles W. Cecil*  
Charles W. Cecil  
Clerk of the Circuit Court

*Filed Aug 27 1948*



Circuit Court For Queen Anne's County

4

EQUITY SUMMONS:

September Return Day

File No. 4978

Docket C.W.C.#1, fol. 7

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

TO: Velma Louise Welch, infant  
c/o Mrs. Ramond Cannon  
Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of  
September, next, to answer an action at the suit of

Harry M. Welch, administrator of Velma Welch, deceased, and individually,  
and Frances M. Welch, his wife, Centreville, Maryland, Howard F. Welch and Viola  
Welch, his wife, Crumpton, Maryland, Velma W. Johnson, widow, 2004 Kynwyd Road,  
Graylyn Crest, Wilmington 3, Delaware, Catherine W. Cannon and Willard Cannon,  
his wife, Sudlersville, Maryland, and John S. Welch and Esther Webb, his wife,  
Critten Road, Akron, N.Y.

Issued the 27th day of August 19 68

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Robert R. Price, Jr.

ADDRESS: 103 Lawyer's Row  
Centreville, Md. 21617  
Phone: 758-1660

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 Sept. 17,  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 29 1968

Summons served on Velma Louise Welch, infant c/o Mrs Raymond Cannon and a copy of the summons and bill of complaint left with Velma Louise Welch also copy of same left with Mrs. Raymond Cannon this 29th day of August, 1968.

Alexis M. Butler  
Deputy Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

5/

September Return Day

File No. 4978

Docket C.W.C. No. 2, fol. 7

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

TO: Linda Ruth Burris, infant  
c/o Mr. William Burris  
702 Smallwood Road  
Rockville, Maryland 20850

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

September, next, to answer an action at the suit of  
Harry M. Welch, administrator of Velma Welch, deceased, and individually, and  
Frances M. Welch, his wife, Centreville, Maryland, Howard F. Welch and Viola  
Welch, his wife, Velma W. Johnson, widow, 2004 Kynwyd Road, Graylyn Crest, Wilming-  
ton 3, Delaware, Catherine W. Cannon and Willard Cannon, his wife, Sudlersville,  
Maryland, John S. Welch and Esther Welch, his wife, Critten Road, Akron, N.Y.

Issued the 27th. day of August 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Robert R. Price, Jr.

Charles W Cecil  
Clerk

ADDRESS: 103 Lawyer's Row  
Centreville, Md. 21617  
Phone 758-1660

(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 17,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept. 5, 1968*

*Sorry  
debit rec. in time  
for service  
Sheriff's Office  
Monty Co.  
M. J. Offutt*



Circuit Court For Queen Anne's County

6 / EQUITY SUMMONS:

October Return Day

File No. 4978

Docket C.W.C. No. 2, fol. 7

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

TO: Linda Ruth Burris, infant  
c/o Mr. William Burris  
702 Smallwood Road  
Rockville, Maryland 20850

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  
Harry M. Welch, administrator of Velma Welch, deceased, and individually, and  
Frances M. Welch, his wife, Centreville, Maryland, Howard F. Welch and Viola  
Welch, his wife, Velma W. Johnson, widow, 20054 Kynwyd Road, Graylyn Crest, Wil-  
mington 3, Delaware, Catherine W. Cannon and Willard Cannon, his wife, Sudlers-  
ville, Maryland, John S. Welch and Esther Welch, his wife, Critten Road, Akron,  
N.Y.

Issued the 5th. day of September 19 68

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Robert R. Price, Jr.  
103 Lawyer's Row  
ADDRESS: Centreville, Md. 21617  
Phone 758-1660

*Charles W Cecil*  
Clerk

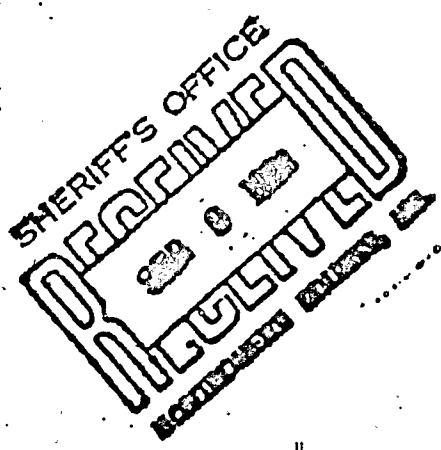
(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 22,  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept. 17. 1968*



Served the within Subpoena personally, by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with

Linda Ruth Burris, infant  
Mr. William Burris  
this 15 day of Sept 1968  
Ralph W. Offutt  
Sheriff

7

HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
PLAINTIFFS :  
VS. : QUEEN ANNE'S COUNTY  
VELMA LOUISE WELCH :  
and :  
LINDA RUTH BURRIS, : EQUITY NO. 4978  
DEFENDANTS. :

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry M. Welch, et al,  
by Robert R. Price, Jr., their attorney, respectfully represents:

(1) That Velma Louise Welch and Linda Ruth Burris, defendants in the above entitled cause having been duly summoned to appear to the Bill of Complaint, but being infants they cannot answer and defend this suit for themselves, for they have no legal guardian appointed for them within the jurisdiction of this Court.

WHEREFORE, your Petitioner pray this Honorable Court to pass an Order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for Velma Louise Welch and Linda Ruth Burris infants, with instructions to said Guardian Ad Litem to Answer and defend the said suit for said infants.

AND AS IN DUTY BOUND, ETC.

Robert R. Price Jr.  
Robert R. Price, Jr.  
Solicitor for Complainants.

Filed Oct. 7, 1968

ORDER OF COURT

8/

UPON the foregoing Petition, it is ORDERED this 7<sup>th</sup>  
day of October, 1968, by the Circuit Court for Queen  
Anne's County, and by the authority of said Court, that  
Marcia F. Collier, of Queen Anne's County,  
State of Maryland, be and she is hereby appointed Guardian  
Ad Litem of VELMA LOUISE WELCH and LINDA RUTH BURRIS  
infants, with instructions to him to answer and defend the  
suit instituted against said infants by the Bill of Complaint  
filed in this Cause.

B. Hackett Turner Jr.  
JUDGE.

Filed Oct 7, 1968

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HARRY M. WELCH, ET AL,	:	IN THE CIRCUIT COURT FOR
PLAINTIFFS.	:	
VS.	:	QUEEN ANNE'S COUNTY
VELMA LOUISE WELCH	:	
and	:	
LINDA RUTH BURRIS,	:	EQUITY NO. <u>4928</u>
DEFENDANTS.	:	

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Velma Louise Welch and Linda Ruth Burris, infants, under the age of twenty-one years, by Marcia Collier, their Guardian Ad Litem to the Bill of Complaint exhibited against them in said cause, says:

That these Defendants neither admit nor deny any of the matters or things alleged in the Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

Respectfully submitted,

Marcia J. Collier  
Guardian Ad Litem

I HEREBY CERTIFY, that on this 8th day of October, 1968, I served a copy of the foregoing Answer on Robert R. Price, Jr., Attorney for the Plaintiffs, by leaving a copy of same at his law office, 103 Lawyer's Row, Centreville, Maryland.

Marcia J. Collier  
Guardian Ad Litem.

*Filed Oct 8, 1968*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
756-1660

10

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
103 LAWYERS ROW  
CENTREVILLE, MARYLAND 21617

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
EQUITY NO. 4978

HARRY M. WELCH, ET AL,  
PLAINTIFFS  
VS.  
VELMA LOUISE WELCH, ET AL,  
DEFENDANTS.

DEPOSITIONS

FILED: OCTOBER 21, 1968.

Edward Turner  
Edward Turner, Examiner.

*Filed Oct 21, 1968*

10

HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFFS  
 VS. : QUEEN ANNE'S COUNTY  
 VELMA LOUISE WELCH  
 AND :  
 LINDA RUTH BURRIS, : EQUITY NO. 4978  
 DEFENDANTS. :

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Edward Turner, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of Robert R. Price, Jr., Solicitor for the Plaintiffs did, at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on Friday, the 18th day of October, 1968, at 1:30 P.M. after swearing the witnesses, Harry M. Welch and C. Harper Starkey, and the stenographer, Marcy F. Collier, proceed to take their depositions, and do further certify that Marcy F. Collier, Guardian Ad Litem for the Defendants herein, was notified of the hearing, was present, as she was also the stenographer taking said depositions.

*Edward Turner*  
 Edward Turner, Examiner.

Filed: Oct 21, 1968

The first witness, Harry M. Welch, on behalf of the Plaintiffs, was one of the Plaintiffs, who being first sworn according to law, did hereby depose and say, as follows:

EXAMINER'S SPECIAL:

Q. Is there any other litigation now pending between the parties to this suit?

A. No.

QUESTIONS BY MR. PRICE:

Q. Please state your name, address and age.

A. Harry M. Welch, Centreville, Maryland, I was 46 September 17, 1968.

Q. Are you one of the Plaintiffs in this suit?

A. Yes.

Q. Are you the son of Harry V. Welch and Velma Welch?

A. Right, sir.

Q. On what date did Harry V. Welch die?

A. January 7th, 1968.

Q. On what date did Velma Welch die?

A. January 12th, 1968.

Q. Did either Harry V. Welch or Velma Welch leave a Will?

A. No.

Q. Were you the Administrator of the estate of both Harry V. Welch and Velma Welch?

A. Yes.

Q. Have both of the Estates been closed?

A. Yes, on September 17th, 1968.

Q. Would you please list the heirs of Velma Welch?

A. In addition to myself, there is Howard F. Welch, <sup>a son;</sup> Velma W. Johnson, a daughter; Catherine W. Cannon, a daughter; John S. Welch, a son; Velma Louise Welch, a granddaughter, the daughter of Joseph Henry Welch, who predeceased his Mother and Father; and Linda Ruth Burris, a granddaughter, the daughter of Ruth Welch Burris, who predeceased her Mother and Father.



Q. Is Frances M. Welch your wife?

A. Yes.

Q. Is Viola Welch the wife of Howard F. Welch?

A. Yes.

Q. Is Catherine W. Cannon the wife of Willard Cannon?

A. Yes.

Q. Is Esther Welch the wife of John S. Welch?

A. Yes.

Q. Is Velma W. Johnson a widow?

A. Yes, her husband was Howard Johnson.

Q. Do you know if Linda Ruth Burris and Velma Louise Welch, are both under the age of twenty-one?

A. Yes sir.

Q. At the time of the death of Velma Welch was she seized and possessed of any real estate in Queen Anne's County?

A. Yes, she was.

Q. I hand you a paper writing which is marked "Plaintiff's Exhibit #1" and ask you to identify it.

A. It is a copy of a deed from William H. Cronshaw to Harry V. Welch and Velma Welch, his wife, as tenants by the entireties.

Q. The property described in this deed is located at Starkey's Corner, contains 19,508 square feet of land, is this the same property your Mother, Velma Welch, died seized and possessed of?

A. Right.

Q. Describe the improvements on this property?

A. It is a two story frame, weather board in the front and blocks in the back, building. The first floor has always been used as a store and the second floor to live in.

Q. What type of utilities does the building contain?

A. Septic tank and bathroom, heated with space heaters, well water, and has electricity.

Q. Was this property operated as a store until the death of your Father and Mother?

A. Yes.

Q. Do you have any opinion as to market value of this property? What is it?

A. Yes, it is my opinion the market value would be \$5,000.

Q. Is this property subject to physical division among the seven heirs?

A. I would say no.

Q. Why isn't it?

A. Its just one house and a small lot.

The second witness, C. Harper Starkey, on behalf of the Plaintiffs, who being first sworn according to law, did hereby depose and say, as follows:

Q. Please state your name and residence.

A. C. Harper Starkey, Sudlersville, Maryland.

Q. What is your occupation?

A. I am a tax assessor for Queen Anne's County.

Q. How many years have you been a tax assessor?

A. Nine years.

Q. Are you familiar with the market value of properties located near Starkey's Corner, Queen Anne's County?

A. Yes.

Q. Are you familiar with the property of Harry V. Welch and Velma Welch, located at Starkey's Corner, Queen Anne's County?

A. Yes.

Q. Have you ever been upon this property?

A. Yes.

Q. Please describe this property?

A. It is a two story frame building with a store on the first floor and it has a stairway on the left as you go in to an apartment on the second part where they lived, and the building is sitting on approximately 1/2 acre of land, fronting on Rt. #213, about 127 feet, more or less.

Q. Would you please state your opinion as to the fair market value of this property?

A. My opinion is \$5,000.

Q. Would it be possible to divide this property in seven equal lots?

A. No, it would not.

Q. Why?

A. It is not large enough.

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

Edward Turner, Examiner-----	\$ 10.00
Harry M. Welch, Witness-----	10.00
<i>KFD - Centerville</i> C. Harper Starkey, Witness-----	10.00
<i>Richardson</i> Marcy F. Collier, Stenographer-----	15.00

And I do further certify that said depositions were commenced at 1:30 P.M. and were completed at 2:30 P.M. or a period of approximately 1 hour.

*Edward Turner*

EXAMINER.

THIS DEED, made this 18<sup>th</sup> day of August in the year nine-  
teen hundred and forty three between William H. Cronshaw, single  
man, of Queen Anne's County in the State of Maryland, party of  
the first part and Harry V. Welch and Velma Welch, his wife, of  
the same place, parties of the second part, . . . . .

WITNESSETH: That the party of the first part for and in consider-  
ation of the sum of Three thousand two hundred dollars, the re-  
ceipt of which is hereby acknowledged, does hereby grant and con-  
vey unto the parties of the second part, said Harry V. Welch and  
Velma Welch, his wife, their heirs and assigns forever, as tenants  
by the entireties ALL that lot of land improved by a frame build-  
ing containing a gasoline filling station and a dwelling apart-  
ment called or known as "The William H. Cronshaw Filling Station  
at Starkey's Corner" situate, lying and being in the Second Elec-  
tion District of Queen Anne's County in the State of Maryland on  
the north side of the State Road leading from Starkey's Corner to  
Church Hill and on the east side of the county road which leads  
from Starkey's Corner to Jones' Neck or to Land's End and which  
is contained within the following metes and bounds, courses and  
distances according to the survey of the same made June 18, 1938  
by Gilbert Taylor, Surveyor, to wit:

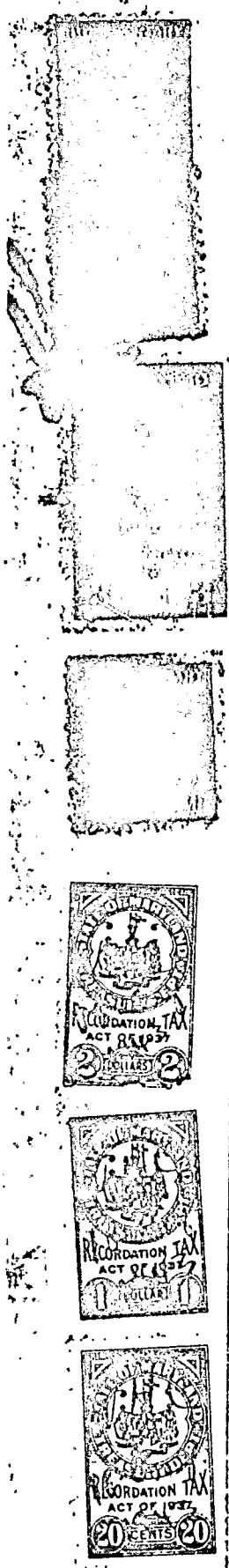
BEGINNING for the same at the intersection of the north side of  
said State Road with the east side of said county road and run-  
ning thence with the last named road . . . . .

North 17 degrees 35 minutes west, 294 feet to a point and hub;  
thence North 58 degrees 30 minutes east, 29.5 feet to a point and  
a hub on the northeast side of a small ditch; thence  
South 39 degrees 50 minutes east, 298 feet to a point and hub  
in the north line of said State road; thence along same  
South 57 degrees 25 minutes west, 126.75 feet to the place of  
beginning, containing 19,508 square feet of land, more or less;

BEING the same land granted and conveyed unto the party of the  
first part by Lee Roy Cole and Jennie Cole, his wife by a deed

(1)

*Plaintiff's Testimony Exhibit #1 Filed Oct 21, 1968*



dated January 31st, 1939 and recorded in Liber A. S. G. jr., No. 2,  
a land record book of Queen Anne's County aforesaid, at folio 253.  
TOGETHER with the buildings and improvements thereon and all the  
roads, rights, ways, waters, privileges and appurtenances there-  
unto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described with  
the appurtenances thereof unto the parties of the second part,  
their heirs and assigns in fee simple as tenants by the entireties  
and not as tenants in common and for no other purpose.

AND the party of the first part covenants that he will warrant  
specially the land hereby granted and conveyed, that he has done  
no act to encumber said property, that he is seised of said land  
and that he will execute such further assurances of said land as  
may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto  
subscribe his name and affixed his seal the day and year first  
hereinabove written.

Test: Delha Dancy Rolph William H Cronshaw (SEAL)  
Delha Dancy Rolph William H. Cronshaw.

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

I hereby certify that on this 18th day of August in the  
year nineteen hundred and forty three before me, the subscriber,  
a Notary Public of the State of Maryland in and for Queen Anne's  
County aforesaid, personally appeared William H. Cronshaw, the  
above named Grantor, and he did acknowledge the aforegoin DEED to  
be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my  
Seal Notarial the day and year above written.

Delha Dancy Rolph  
Delha Dancy Rolph  
NOTARY PUBLIC.

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HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFFS. :  
 VS. : QUEEN ANNE'S COUNTY  
 VELMA LOUISE WELCH :  
 AND :  
 LINDA RUTH BURRIS, : EQUITY NO. 4978  
 DEFENDANTS. :

CONSENT TO WAIVER

Marcie F. Collier, Guardian Ad Litem for the Defendants,  
 Velma Louise Welch and Linda Ruth Burris, and Robert R. Price,  
 Jr., Attorney for the Plaintiffs, Harry M. Welch, et al, do  
 hereby agree and consent to waive the ten (10) day period re-  
 quired by Rule 580 (p) for depositions to lie in Court ten  
 (10) days.

*Marcie F. Collier*  
 \_\_\_\_\_  
 Marcie F. Collier,  
 Guardian Ad Litem

*Robert R. Price, Jr.*  
 \_\_\_\_\_  
 Robert R. Price, Jr.,  
 Attorney for the Plaintiffs.

*Filed Oct 21, 1968*



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HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFFS. : QUEEN ANNE'S COUNTY  
 VS. :  
 VELMA LOUISE WELCH :  
 AND : EQUITY NO. 4978  
 LINDA RUTH BURRIS, :  
 DEFENDANTS. ;

DECREE

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint and other proceedings having been read and considered.

IT IS THEREUPON, this 22<sup>nd</sup> day of October, 1968, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, ORDERED and DECREED, that the real estate mentioned and described in these proceedings be sold, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that Robert R. Price Jr., of Queen Anne's County, State of Maryland, be, and he is hereby appointed Trustee to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that before proceeding to make sale hereunder, said Trustee shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of Five Thousand Dollars (\$5000<sup>00</sup>), if corporate surety is given and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in him by this Decree or which may be reposed in him by any future decree or order in the premises.

The Trustee shall further advertise the time, place, manner and terms of sale in some newspaper printed and published in Queen Anne's County for at least three (3) weeks prior to the day of sale, said terms to provide for the payment of the entire purchase price in cash on day of sale, or ten percent of the purchase price in cash and the balance in cash upon

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction. After complying with the prerequisites of this Decree, said Trustee may proceed to make such sale at the appointed time and place, upon the above terms, by public auction to the highest bidder for said property, and they shall thereafter report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

Said Trustee shall also be empowered to sell said real estate at private sale upon terms and conditions to be approved by this Court prior to sale.

Upon final ratification of the sale and upon full payment of the purchase money, and not before, said Trustee shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free, clear and discharged of all claims of the parties to this cause or those claiming, by, through or under them or any of them.

Said Trustee shall bring into Court all of the moneys arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expense of said sale, and such commissions to the Trustee as a Court shall think proper to allow in consideration of the skill, attention and fidelity therewith he shall appear to have discharged his trust.

*B. Hackett Turner Jr.*  
JUDGE.

Filed Oct 22, 1968

RECEIVED FOR RECORD Oct 25, 1968

LISER

1 PAGE 270

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD, 21203

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KNOW ALL MEN BY THESE PRESENTS:

That we Robert R. Price, Jr.  
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 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.

Scaled with our seals and dated this 22nd day of October  
in the year of our Lord one thousand nine hundred and sixty-eight.

WHEREAS, the above bounden Robert R. Price, Jr.  
by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, In Equity # 4978  
has been appointed Trustee to sell real estate

mentioned in the proceedings in the case of Harry M. Welch, et al.

vs:

Velma Louise Welch and  
Linda Ruth Burris

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert R. Price, Jr.

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 R. Price, Jr. (SEAL)  
Robert R. Price, Jr. (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Melvin E. Wooten  
As to Surety

By A. John Southall  
Attorney-in-Fact

MD3116a-13f, 10-66 174573  
Fidelity Bond

Bond  
Filed October 25, 1968  
and accuracy approved.  
Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 270, 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 25th day of December in the year nineteen hundred and sixty-eight.

Charles W. Cecil  
Clerk

14  
/

HARRY M. WELCH, ET AL,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
PLAINTIFFS	:	
VS.	:	
VELMA LOUISE WELCH	:	EQUITY NO. <u>4978</u>
AND	:	
LINDA RUTH BURRIS,	:	
DEFENDANTS.	:	

PETITION FOR PRIVATE SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Trustee in this Cause respectfully represents unto your Honor:

(1) That this Honorable Court by Decree of October 22, 1968, appointed Robert R. Price, Jr., Trustee, to make a sale of the real estate owned by the parties hereto, and said Trustee has duly qualified by posting bond in the required sum of \$5,000. as of October 25, 1968.

(2) That your Trustee has received an offer of Six Thousand (\$6,000.) Dollars from Howard F. Welch for the private sale of said real estate upon the terms and conditions set forth in the Contract of Sale attached hereto, as "Exhibit B".

(3) That there have been no costs incurred by your Trustee in securing this purchaser, nor is it subject to any real estate commission.

(4) That said property was appraised in the Estate of Velma Welch, deceased, on FEBRUARY 20, 1968 for Five Thousand (\$5,000.) Dollars, and has been appraised in this Cause for Five Thousand (\$5,000.) Dollars.

(5) That said property is assessed for the sum of Three Thousand Two Hundred Seventy (\$3,270.) Dollars, on the assessment records of Queen Anne's County, but said property has been unoccupied or utilized for a period of over nine (9) months from the date of assessment.

(6) That your Trustee believes it to be a bona fide offer in excess of what would be received at public sale and to the best interest and advantage of all parties to accept said offer.

(7) That all the parties to this Cause have orally evidenced their approval of this sale to your Petitioner.

TO THE END THEREFORE:

(1) That this Court pass a Decree for the sale of the real estate described in this Cause under the terms and conditions set forth in "Exhibit B".

AND AS IN DUTY BOUND, ETC.

Robert R. Price, Jr.  
ROBERT R. PRICE, JR., TRUSTEE.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
756-1660



CONTRACT OF SALE

This Agreement, Made this 26<sup>th</sup> day of OCTOBER, nineteen hundred and sixty-eight, between ROBERT R. PRICE, JR., TRUSTEE,-----party

of the first part; and HOWARD F. WELCH, of Queen Anne's County, State of Maryland, party----- of the second part.

Witnesseth, that the said party of the first part do es 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 Second Election District of Queen Anne's County, State of Maryland, on the North side of the State Road leading from Starkey's Corner to Church Hill and on the East side of the county road which leads from Starkey's Corner to Jones' Neck or to Land's End known as the "Harry V. Welch Store Property" and containing 19,508 square feet of land, more or less.

BEING the same property granted and conveyed unto Harry V. Welch, et ux, by deed from William H. Cronshaw, dated August 18, 1943, and recorded in Liber A. S. G. Jr. No. 8, folio 100, of the Land Records of Queen Anne's County.

At and for the price of Six Thousand-----00/100 Dollars of which Ten-----00/100 Dollars

have been paid prior to the signing hereof and the balance is to be paid as follows: by cash or certified check. Settlement to be at the office of the party of the first part within fifteen (15) days after final ratification of the sale by the Circuit Court for Queen Anne's County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and insurance to be pro-rated to date of settlement.

to be paid or allowed for by the Vendor to-----, nineteen hundred and

~~Time is the essence of this contract~~

THIS instrument shall inure to the benefit of and be binding upon the parties hereto and their respective successors, personal representatives and assigns; nothing in this agreement, expressed or implied, is intended to confer against any other person any rights or remedies under or by reason of this Agreement.

WITNESS our hands and seals.

TEST:

Robert R. Price, Jr. [Seal] Robert R. Price, Jr. Trustee aforesaid, Seller.

Howard F. Welch [Seal] Howard F. Welch, Buyer.

Marcy F. Collins

EXHIBIT B

Filed Oct 28, 1968

15/

HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFFS :  
 VS. : QUEEN ANNE'S COUNTY  
 VELMA LOUISE WELCH :  
 AND :  
 LINDA RUTH BURRIS, : EQUITY NO. 4978  
 DEFENDANTS. :

DECREE OF SALE

UPON the foregoing Petition, Bill of Complaint, Exhibits, and other proceedings by this Court read and considered:

IT IS THEREUPON this 29<sup>th</sup> day of October, 1968, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED, as follows:

That in addition to the original decree pertaining to the sale of real estate in this proceeding the said Trustee, Robert R. Price, Jr., may sell said premises at his election at private sale to Howard F. Welch at and for the sum of Six Thousand (\$6,000.) Dollars, upon the terms and conditions set forth in the Contract of Sale titled, "Exhibit B".

B. Hackett Turner  
JUDGE.

*Filed Oct 29, 1968*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660



16

HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFF : QUEEN ANNE'S COUNTY  
 VS. :  
 VELMA LOUISE WELCH : IN EQUITY  
 AND :  
 LINDA RUTH BURRIS, : NO. 4978  
 DEFENDANTS. :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Trustee, unto your Honors, respectfully represents:

(1) That your Petitioner was appointed Trustee in said Cause to sell real estate therein described by Decree of October 22, 1968, and Decree of Sale dated October 29, 1968.

(2) That the Decree of Sale authorized a private sale to Howard F. Welch under certain terms.

(3) That the Contract of Sale titled Exhibit "B" in this Cause and the Decree of Sale refer to Howard F. Welch, solely as the purchaser.

(4) That Howard F. Welch, as purchaser, was not represented by counsel and inadvertently neglected to include his wife, Viola Welch, as a joint purchaser, it having been their intention to purchase and hold title to the property jointly.

WHEREUPON Your Petitioner prays this Honorable Court to substitute Howard F. Welch and Viola Welch, his wife, as purchasers of the aforementioned lands in the place and stead of the purchaser set forth in the Decree of Sale.

Respectfully submitted,

Robert R Price Jr  
Robert R. Price, Jr., Trustee.

*Filed Oct. 31. 1968*

ORDER

UPON the foregoing Petition, it is ORDERED this 1st day of November, 1968, by the Circuit Court for Queen Anne's County that Howard F. Welch and Viola Welch, his wife, be substituted as authorized purchasers of the lands in the Decree of Sale to stand in the place and stead of the purchaser thereof mentioned.

B. Herbert Turner Jr  
JUDGE.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

17

18

HARRY M. WELCH, ET AL, : IN THE CIRCUIT COURT FOR  
 PLAINTIFF : QUEEN ANNE'S COUNTY  
 VS. :  
 VELMA LOUISE WELCH : IN EQUITY  
 AND :  
 LINDA RUTH BURRIS, :  
 DEFENDANTS. : NO. 4978

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this Cause by Robert R. Price, Jr., the Trustee, appointed to make such sale, unto your Honors, respectfully represents:

(1) That pursuant to a Decree of Sale of this Honorable Court passed on the 29th day of October, 1968, your Trustee has sold the following described property unto Howard F. Welch and Viola Welch, his wife, to wit:

All that lot of land improved by a frame building containing a gasoline filling station and a dwelling apartment called or known as "The William H. Cronshaw Filling Station at Starkey's Corner" situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the North side of the State Road leading from Starkey's Corner to Church Hill and on the East side of the county road which leads from Starkey's Corner to Jones' Neck or to Land's End and which is contained within the following metes and bounds, courses and distances, according to the survey of the same made June 18, 1938, by Gilbert Taylor, surveyor, to wit:

BEGINNING for the same at the intersection of the North side of said State Road with the East side of said county road and running thence with the last named road, North 17 degrees 35 minutes West, 294 feet to a point and hub; thence North 58 degrees 30 minutes East, 29.5 feet to a point and a hub on the Northeast side of a small ditch; thence South 39 degrees 50 minutes East, 298 feet to a point and hub in the north line of said State Road; thence along same South 57 degrees 25 minutes west, 126.75 feet to the place of beginning, CONTAINING 19,508 square feet of land, more or less.

(2) The terms of sale are in accordance with the Petition and Exhibit "B" filed in this Cause and approved by the Decree of Sale.

(3) That purchasers have complied with the terms of said Contract of Sale by payment of Ten (\$10.00) Dollars, on said purchase price.

The Report states the amount of sale to be Six Thousand (\$6,000.00) Dollars.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
756-1660

Respectfully submitted,

*Robert R. Price Jr.*  
Robert R. Price, Jr., Trustee.

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

I HEREBY CERTIFY, that on this 6th day of Dec., 1968, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Robert R. Price, Jr., Trustee in Chancery No. 4978, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale made by him, as Trustee, and herein reported, was fairly made.

WITNESS my hand and seal.

Charles W. Cecil Clerk  
Charles W. Cecil, Clerk of the  
Circuit Court for Queen Anne's  
County.

Filed Dec 6, 1968

ORDER NISI ON SALE

19  
Harry M. Welch, Administrator and  
Individually et al,

vs.

Velma Louise Welch, infant and  
Linda Ruth Burris, infant.

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4978

ORDERED, this 6th day of December, 1968, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 6th day of January, 1969, 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 30th day of December, 1968.

The report states the amount of sales to be \$ \$6,000.00.

Charles W. Cecil Clerk

Filed Dec. 6, 1968

20/

4972

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

I HEREBY CERTIFY, That on this 3rd day of January, 1969, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Howard F. Welch and Viola Welch, his wife, the Purchasers, and made oath in due form of law that they purchased the same as principal and not as agent for anyone, of that lot, parcel or tract of land, situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the North side of the State Road leading from Starkey's Corner to Church Hill and on the East side of the county road which leads from Starkey's Corner to Jones' Neck or to Land's End known as the "Harry V. Welch Store Property, and containing 19,508 square feet of land, more or less, and that they did not directly or indirectly discourage anyone from buying said property, more particularly described in the advertisement of said property filed in this Cause, at and for the purchase price of \$6,000.00.

WITNESS my hand and Notarial Seal.



Mary F. Coleman  
NOTARY PUBLIC

Filed Jan 6, 1969

22

**ORDER NISI**  
 Harry M. Welch, Administrator and Individually et al,  
 vs.  
 Velma Louise Welch, infant and Linda Ruth Burris, infant.  
 In the Circuit Court for Queen Anne's County In Equity Cause No. 4978  
 Ordered, this 6th day of December, 1968 that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 6th day of January, 1969, 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 30th day of December, 1968.  
 The report states the amount of sales to be \$6,000.00.  
 Charles W. Cecil, Clerk  
 True Copy  
 Test: Charles W. Cecil, Clerk  
 Filed Dec. 6, 1968 2T-12-26

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Jan 8, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the **Order Nisi**

in the case/estate of **Harry M. Welch vs. Velma Welch**

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 2 successive weeks before the 30th day of Dec. 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of Dec 1968, and the last insertion on the 26th day of Dec. 1968

THE RECORD-OBSERVER CORPORATION  
 By Dorothy Monroe

Filed Jan. 7, 1969

22

**ORDER NISI**  
 Harry M. Welch, Administrator and Individually et al,  
 vs.  
 Velma Louise Welch, infant and Linda Ruth Burris, infant.  
 In the Circuit Court for Queen Anne's County In Equity Cause No. 4978  
 Ordered, this 6th day of December, 1968 that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 6th day of January, 1969, 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 30th day of December, 1968.  
 The report states the amount of sales to be \$6,000.00.  
 Charles W. Cecil, Clerk  
 True Copy  
 Test: Charles W. Cecil, Clerk  
 Filed Dec. 6, 1968 2T-12-26

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Jan 8, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the **Order Nisi**

in the case/estate of **Velma Welch - Harry M. Welch**  
**Cause No. 4978**

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 30th day of Dec. 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of Dec 1968, and the last insertion on the 26th day of Dec 1968

THE RECORD-OBSERVER CORPORATION  
 By Dorothy Monroe

Filed Jan 8, 1969

FINAL ORDER OF RATIFICATION

23

ORDERED, this 9<sup>th</sup> day of January, 1968, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Robert R. Price, Jr., Trustee, and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this Cause, and the Trustee is allowed his usual commission and all expenses incident to the making of said sale, not personal, for which he shall produce vouchers therefor to the Auditor.

B. Hackett Turner, Jr.  
 JUDGE.

Filed Jan 9, 1969

24

HARRY M. WELCH, et al.,

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

VELMA LOUISE WELCH,  
et al.,

IN EQUITY No. 4978

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 R. Price, Jr., Trustee under Order of this Court of October 22, 1968, to make sale of the real estate sold in these proceedings.

2. That in the within account, said Trustee is charged with the proceeds of said sale and is allowed thereafter his commissions for making said sale, the court costs,, the premium on the corporate bond filed in this cause, the costs of publishing the Order Nisi of Sale, the premium on the fire insurance due on real estate sold in this cause, the State and County taxes for the years 1968-69, the fee of your auditor for stating this account, and the balance was thereafter directed to be distributed to the heirs at law of Velma Welch, after first deducting the lineal inheritance tax, which was directed to be paid to the Register of Wills of Queen Anne's County.

Respectfully submitted,

J. Thomas Clark  
 Auditor

January 21, 1969

Filed Jan 21, 1969



Cause No. 4978

The proceeds of the sale of real estate reported in this cause, in account with Robert R. Price, Jr., Trustee appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1969

Jan. 9 By proceeds of the sale of land, per report of sale of said vendor, to wit:-----\$6,000.00

Dr.

To Robert R. Price, Jr., Trustee (and vendor), his commissions for making said sale, per Order of Court, to wit:-----\$450.00

To do., for an amount due the Clerk of the Circuit Court for Queen Anne's County for court costs, per statement exhibited, to wit:

1-Costs of Chas. W. Cecil, Clerk---	\$103.00	
2-Costs of Sheriff, Montgomery Co.-	4.00	
3-Costs of Sheriff, Queen Anne's Co.	4.00	
4-Appearance fee of Robert R. Price, Jr., Attorney-----	10.00	
5-Fee of Marcy F. Collier, Guardian Ad Litem-----	4.50	
6-Costs of Edward Turner, Examiner-	10.00	
7-Witness fee of C. Harper Starkey-	10.00	
8-Witness fee of Harry M. Welch----	10.00	
9-Costs of Marcy F. Collier, Steno.	15.00	
10-Costs of Register of Wills of Queen Anne's County-----	.75	171.25

To do., for an amount paid Charles W. Cecil, Clerk, as a partial payment on court costs in this cause, per receipt exhibited, to wit:----- 15.00

To do., for an amount paid Fidelity and Deposit Company of Maryland, for the costs of the Trustee's bond filed in this cause, per receipt exhibited, to wit:----- 20.00

To do., for an amount paid Queen Anne's Record-Observer, for publishing the Order Nisi of Sale, per receipt exhibited, to wit:----- 14.00

To do., for an amount paid Wm. H. Cronshaw, Agent, for the premium on the fire insurance due on real estate sold in this cause, per receipt exhibited, to wit:----- 28.00

January 21, 1969

*John A. Clark*  
Auditor

To do., for an amount paid William R. Wilson, 3rd, Treasurer, for the State and County taxes due for the years 1968-69 on the real estate sold in this cause, per receipt exhibited, to wit:-----	\$ 81.72	
To J. Thomas Clark, Auditor, for stating this account, the sum of-----	70.00	
To balance to be carried forward for distribution to the heirs at law of Velma Welch, the sum of-----	<u>5,150.03</u>	
	\$6,000.00	<u>\$6,000.00</u>

January 21, 1969

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward for distribution to the heirs at law of Velma Welch, to wit:-----	\$5,150.03
---	------------

Dr.

To Madlyn E. Wooters, Register of Wills of Queen Anne's County, lineal in- heritance tax of 1% of same, the sum of-----	\$ 51.50	
To Harry M. Welch, son, a one-seventh share of same, the sum of-----	728.36	
To John S. Welch, son, a one-seventh share of same, the sum of-----	728.36	
To Catherine W. Cannon, daughter, a one-seventh share of same, the sum of-----	728.36	
To Velma W. Johnson, daughter, a one-seventh share of same, the sum of-----	728.36	
To Howard F. Welch, son, a one-seventh share of same, the sum of-----	728.36	
To Velma Louise Welch, minor, child of Joseph H. Welch, a deceased son, a one-seventh share of same, the sum of-----	728.36	
To Linda Ruth Burris, minor, child of Ruth Welch Burris, a deceased daughter, a one-seventh share of same, the sum of-----	<u>728.37</u>	
	\$5,150.03	<u>\$5,150.03</u>

January 21, 1969

*J. Thomas Clark*  
Auditor

25

HARRY M. WELCH, et al.,

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

VELMA LOUISE WELCH, et al.,

IN EQUITY No. 4978

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Auditor hereby certifies that on January 21, 1969, the date the audit was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Harry M. Welch, Administrator  
and Individually, and  
Frances M. Welch  
Centreville, Maryland

John S. Welch and  
Esther Welch  
Critten Road  
Akron, New York

Howard F. Welch and  
Viola Welch  
Crumpton, Maryland

Velma Louise Welch  
c/o Mrs. Ramond Cannon  
Church Hill, Maryland

Velma W. Johnson  
2004 Kynwyd Road  
Graylyn Crest  
Wilmington 8, Delaware

Linda Ruth Burris  
c/o Mr. William Burris  
702 Smallwood Road  
Rockville, Maryland 20850

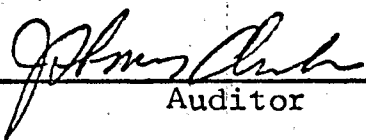
Catherine W. Cannon and  
Willard Cannon  
Sudlersville, Maryland

Robert R. Price, Jr.  
Trustee  
103 Lawyers Row  
Centreville, Maryland

Madlyn E. Wooters  
Register of Wills of  
Queen Anne's County  
Court House  
Centreville, Maryland

Marcy F. Collier  
Guardian Ad Litem  
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said account was filed on January 21, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed not later than February 5, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on or after February 6, 1969.

  
Auditor

*Filed Jan 21, 1969*

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NISI RATIFICATION OF AUDIT

Harry M. Welch, Administrator  
and Individually et al,

vs.

Velma Louise Welch, infant and  
Linda Ruth Burris, infant.

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

Cause No. 4978

ORDERED, this 21st day of January, 1969, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 6th day of February, 1969, unless cause to the  
contrary thereof be previously shown; ~~provided a copy of this order be inserted in some news-  
paper published in Queen Anne's County, Maryland, once in each of two successive weeks  
before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_~~

Charles W Cecil Clerk

Filed Jan. 21, 1969

27  
Harry M. Welch, Admr., et al

vs.

Velma Louise Welch, infant,  
et al

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4978

FINAL RATIFICATION OF AUDIT

ORDERED, this 6th. day of February, 1969, 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., 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 Feb. 6, 1969

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of January, in the year nineteen hundred and sixty-eight, the following ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST was brought to be recorded, to wit:-

LLOYD O. WHITEHEAD and	*	No. <u>4930</u> Chancery
MORTON J. OWRUTSKY,	*	In the Circuit Court
Substitute Trustees	*	
-vs-	*	For Queen Anne's County
JAMES A. BURRIS, widower	*	State of Maryland

\*\*\*\*\*

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST

Mr. Charles W. Cecil, Clerk of said Court:  
Mr. Clerk:

Please docket the above entitled case and file herewith the Affidavit of Indebtedness, Deed of Trust, Bond and Substitute Trustees' form, said Deed of Trust being dated July 14, 1964, from James A. Burris, widower, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber C.W.C. #10, Folio 38; Lloyd O. Whitehead and Morton J. Owrutsky having been appointed Substitute Trustees in accordance with the provisions of said Deed of Trust.

LLOYD O. WHITEHEAD  
LLOYD O. WHITEHEAD, Substitute Trustee

MORTON J. OWRUTSKY  
MORTON J. OWRUTSKY, Substitute Trustee

Filed Jan. 30, 1968

No52323 Re7740 Received For Record Aug. 19, 1964

JIM WALTER CORPORATION-DEED OF TRUST MARYLAND

THIS DEED, made this 14th day of July, 1964, by and between James A. Burris (widower) and                      his wife, partis of the first part and J. H. Kelly and J. L. Moore, Trustees, parties of the second part:

WHEREAS, the parties of the first part are justly indebted unto Jim Walter Corporation in the full and just sum of Six thousand five hundred sixty-six dollars and 40/100 for which said sum the said parties of the first part have made, executed and delivered their promissory note of even date herewith payable to the order of Jim Walter Corporation, Tampa, Florida, on or before August 15, 1976 (12) years after date in equal monthly instalments of Forty-five dollars and 60/100 each, beginning on September 15, 1964, with interest from maturity at the rate of Six Percent (6%) per annum. Said note is payable at P.O. Box No. 9128, Tampa, Florida, or at such other place as the said Jim Walter Corporation, its successors or assigns, may designate in writing from time to time. Said note provides that in the event of the default in payment of any instalment for a period of Thirty (30) days or in the event of breach of any covenant in this Deed of Trust the holder of the note may at its option declare all the remainder of said debt due and collectible.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or any trustee or trustees substituted as hereinafter provided, 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 all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of One Dollar (\$1.00), 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, have granted and conveyed, and do hereby grant and convey unto the parties of the second part in fee simple, the following described land and premises, situate in the County of Queen Anne's, State of Maryland, more particularly described as follows: All that lot, tract or parcel of land, situate, lying and being in the First Election District, Queen Anne's County, State of Maryland, on the West side of the Peter's Corner-Schenk's corner road and more particularly described as follows: Beginning for the same at a marker on the west side of said road and at the northeast corner of the Fred Peter's property; thence (1) by and with the west side of said road North 2 degrees 45 minutes east, for a distance of 125 feet to a marker; thence (2) North 87 degrees, 15 minutes west for a distance of 160 feet to a marker; thence (3) on a line parallel with the said road, south 2 degrees 45 minutes west, for a distance of 125 feet to a marker at the said Peter's property; thence (4) by and with said Peters property, south 87 degrees 15 minutes east, for a distance of 160 feet to the place of beginning containing 20,000 square feet of land, more or less and being a part of the same land conveyed unto the said Clarence Burrie by deed from Melvin B. Kinnamon and Lida P. Kinnamon, his wife, dated June 19, 1945, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber No. A.S.G. 11, Folio 347.



The parties hereto agree that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed, together with all rentals, income, issues, and profits that may accrue from said premises or any part thereof, part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

TO HAVE AND TO HOLD the above described property to the said Trustees, and their successors in trust forever, together with all the appurtenances, hereditaments, improvements, fixtures, rights, privileges, and easements thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of parties of first part, of, in, to or out of the same.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, their heirs and assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter unto the said parties of the first part, their heirs and assigns provided for to release and reconvey the said described premises at their costs.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any instalment of principal or interest thereon, 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 anytime thereafter the said parties of the second part or the survivor of any trustee or trustees substituted as hereinafter provided, acting in the execution of this trust shall have the power and it shall be their 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 trustee or trustees substituted as hereinafter provided 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 on the amount of said sale or sales 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 pay whatever may then remain unpaid, of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity 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, their heirs and 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.

The parties of the first part hereby covenant and agree as follows:

1. That they will, during the continuance of this trust, keep the buildings now upon the said property herein conveyed, or that may hereafter be erected thereupon during the continuance of this trust, unceasingly insured for their full insurable value against loss or damage from fire and tornado and such other risks as may be specified by the said Jim Walter Corporation, its successors or assigns, in companies acceptable to the said Jim Walter Corporation, its successors or assigns, and will deliver each such policy, with satisfactory mortgage clause attached, to the said Jim Walter Corporation, its successors or assigns, promptly, and that the said parties of the first part, will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case they should fail to furnish such insurance or to pay such premiums thereon, then the said Jim Walter Corporation, its successors or assigns, shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from the parties of the first part, with interest at six percent (6%) per annum from the time or times of payment until so collected, and this deed of trust shall be and remain security for the payment of same. If the premises covered hereby or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the said Jim Walter Corporation, its successors or assigns, and at the option of said Jim Walter Corporation, its successors or assigns, may be applied to the sum secured hereby or released for the repairing or rebuilding of the premises.

2. That they, the said parties of the first part, will, during the continuance of this trust, keep the buildings, improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be erected, placed or attached thereupon during the continuance of this trust, in a state of good order and repair and fully protected from the elements to the satisfaction of the said Jim Walter Corporation, its successors or assigns, and will not commit or permit any waste thereof; and should parties of the first part fail to conform to any or all of the above stipulations the said Jim

Walter Corporation, its successors or assigns, shall then have the right to make such repairs as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six percent (6%) per annum from the time of such payment, and this deed of trust shall be and remain security for the payment of same.

3. That they, the said parties of the first part, will pay all taxes, charges and assessments which may be levied or assessed against the property hereby conveyed; and further covenant and agree not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to said Jim Walter Corporation, its successors or assigns, all tax and assessment receipts showing full payment of said taxes, charges or assessments; that should parties of the first part fail to pay all or any part of said taxes, charges or assessments which shall be levied or assessed against any of said property, then the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the parties of the first part hereby agree to repay to said Jim Walter Corporation, its successors or assigns, any and all sums which may have been paid or for which said Jim Walter Corporation, its successors or assigns, may have become obligated in paying said taxes, charges, or assessments, or in redeeming said property from any tax sale, together with interest at six percent (6%) per annum from the date the same shall have been paid, and this deed of trust shall cover the same and stand as security therefor.

4. That they the said parties of the first part, will pay all sums, including costs, expenses and reasonable attorneys' fees, which said Jim Walter Corporation, its successors or assigns, may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this deed of trust, together with interest on any such sums at the rate of six percent (6%) per annum until paid, and this trust shall stand as security therefor.

5. That should they, the said parties of the first part, suffer or permit a delinquency to occur in an instalment or other payment for taxes, charges, assessments and insurance, the said Jim Walter Corporation, its successors or assigns, may, at the option of said Jim Walter Corporation, its successors or assigns, engage legal counsel to collect the said delinquent instalment, taxes, charges, assessments and insurance, and parties of the first part will reimburse said Jim Walter Corporation, its successors or assigns, for all such reasonable attorneys' fees and the failure of parties of the first part promptly to make such reimbursement shall, at the option of the said Jim Walter Corporation, its successors or assigns, constitute a default in the terms of this deed of trust.

6. That they, the said parties of the first part, will, upon demand of said Jim Walter Corporation, its successors or assigns, deposit monthly sums sufficient to cover the pro rata charges necessary to pay all taxes, assessments and hazards insurance, such sums to be estimated by said Jim Walter Corporation, its successors or assigns, and held to be used only for the payment of the above charges.

7. That they, the said parties of the first part will warrant generally the land and premises hereby conveyed, and will execute such further assurance of said land as may be requisite or necessary.

THE COVENANTS herein contained shall bind, and the benefits and advantages thereof 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.

If default be made in the payment of all or any part of the sums hereby secured, at the time and place provided in the note, hereinbefore referred to, or in this deed of trust, or if the said parties of the first part shall suffer or permit waste on the premises herein granted and conveyed, or permit any mechanics' or other liens arising either by contract or law which might be prior in lien to this deed of trust to be created or rest upon all or any part of said premises hereby granted and conveyed without paying the same or procuring the release and discharge of said premises from said lien or liens within thirty (30) days, or instituting legal procedure, approved by said Jim Walter Corporation, its successors or assigns, for the removal of said lien or liens, and to prosecute the same to its normal conclusion within a reasonable time, or shall make default in the full performance of each, any or all of the stipulations, covenants and agreements of this deed of trust, then and in each and every such case the entire principal sum secured by this deed of trust with all interest accrued thereon and all amounts secured hereby shall, at the option of said Jim Walter Corporation, its successor or assigns, be and become at once due and payable without notice or demand and may at any time thereafter be collected by any legal or equitable proceedings.

If the said property shall be advertised for sale, as herein provided, and not sold, the Trustees acting shall be entitled to one-half ( $\frac{1}{2}$ ) the commission above provided, to be computed on the unpaid balance of the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

The holder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, and said trustee or trustees so substituted shall have all powers, rights and duties as trustees so superseded, and the parties hereto, for themselves, their heirs or assigns do hereby consent to such removal, substitution or addition either by the instrument described herein or by any decree or order of any court having jurisdiction.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

WITNESS:

JAMES JOHNSON  
James Johnson

JAMES A. BURRIS (SEAL)  
James A. Burris

STATE OF MARYLAND

COUNTY OF WICOMICO

I HEREBY CERTIFY, that on this 14th day of July, 1964, before me, a Notary Public of the State of Maryland the undersigned officer, personally appeared James A. Burris, widower, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

WALTER L. MILLS NOTARY PUBLIC SEAL  
NOTARY PUBLIC

My Commission Expires May 3, 1965

STATE OF FLORIDA

COUNTY OF Hillsborough

I HEREBY CERTIFY, that on this 29th day of July, 1964, before me, a notary public of the State of Florida, at Large, the undersigned officer, personally appeared T. L. Hires, Vice-President of JIM WALTER CORPORATION, the within named holder of the Deed of Trust, and made oath in due form of law, that the consideration in said Deed of Trust is true and bona fide as therein set forth, and that he is the duly authorized agent for the holder of said Deed of Trust to make this Affidavit.

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

DAISY B. COLLINS  
Notary Public State of Florida at Large

NOTARY PUBLIC SEAL

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 2, 1965  
Bonded by American Surety Co. of N.Y.

Substitution of Trustees filed Jan. 30, 1968, and recorded in Liber C.W.C. No. 32 folio 670, a Land Record for Queen Anne's County

Charles W. Cecil, Clerk

LLOYD O. WHITEHEAD and  
MORTON J. OWRUTSKY,  
Substitute Trustees

\*

No. 4930 Chancery

\*

In the Circuit Court

-vs-

\*

For Queen Anne's County

JAMES A. BURRIS, Widower

\*

State of Maryland

\*\*\*\*\*

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of January, 1968, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, who made oath in due form of law that they have been appointed Substitute Trustees for Jim Walter Corporation in accordance with the provisions of a Deed of Trust from James A. Burris, widower, dated July 14, 1964, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 10, Folio 38; and on behalf of said Mortgagee, being authorized so to do, made oath in due form of law that the sum of \$4,924.04 together with interest from January 11, 1968, is now due and owing and further made oath that the said Defendant is not a member of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and has not been discharged therefrom within a period of thirty (30) days.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

PARTICIA T. TRUITT  
NOTARY PUBLIC

Filed Jan. 30, 1968

THE TRAVELERS INDEMNITY COMPANY

Hartford, Connecticut  
(A Stock Company)

Mortgagee's or Attorney's Bond

KNOW ALL MEN BY THESE PRESENTS, that we Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

FIVE THOUSAND-----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 January in the year of our Lord nineteen hundred and sixty-eight.

WHEREAS, the above bounden said Substitute Trustees by virtue of the power contained in a Deed of Trust from James A. Burris, widower, to J. H. Kelly and J. L. Moore, Trustees for Jim Walter Corporation bearing date the 14th day of July, 1964, and recorded among the mortgage records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 10 Folio 38 and said Substitute Trustees are 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 Lloyd O. Whitehead and Morton J. Owrutsky, as aforesaid, do and shall well and truly and faithfully perform the trust reposed in them 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 mortgage 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

ELEANOR M. GOOTEE

SEALS PLACE

LLOYD O. WHITEHEAD (SEAL)  
LLOYD O. WHITEHEAD

MORTON J. OWRUTSKY (SEAL)  
MORTON J. OWRUTSKY

THE TRAVELERS INDEMNITY COMPANY

By ELMER F. RUARK  
Attorney-in-Fact

Security approved and Bond filed Jan. 30, 1968.

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 233, a Bond 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 30th day of January in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL  
Clerk

LLOYD O. WHITEHEAD and  
MORTON J. OWRUTSKY  
Substitute Trustees

-vs-

JAMES A. BURRIS, widower

\* No. 4930 Chancery  
\* In the Circuit Court  
\* For Queen Anne's County  
\* State of Maryland

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, pursuant to the power of sale contained in the Deed of Trust dated July 14, 1964, from James A. Burris, widower and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 10, Folio 38, respectfully shows:

That after default had been made in the terms, covenants, and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by



advertisement published once a week in each of four (4) successive weeks in the Queen Anne Record Observer, a newspaper published in Queen Anne's County, Maryland, prior to Friday, February 23, 1968, and after given bond with the securities approved by the Clerk of this Court, said Trustees did on Friday, February 23, 1968, at 11:00 o'clock A.M., attend at the front door of the Courthouse at Centreville, Maryland, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attached copy thereof with certificate of its publication, and said Trustees did, then and there, offer for sale at public auction, subject to all prior liens and encumbrances, all the right, title and interest of the said James A. Burris, widower, said property being more particularly described as follows:

ALL that lot, tract or parcel of land, situate, lying and being in the First Election District, Queen Anne's County, State of Maryland, on the West side of the Peter's Corner-Schenk's corner road and more particularly described as follows: Beginning for the same at a marker on the West side of said road and at the Northeast corner of the Fred Peter's property; thence (1) by and with the West side of said road North 2 degrees 45 minutes East, for a distance of 125 feet to a marker; thence (2) North 87 degrees, 15 minutes West for a distance of 160 feet to a marker, thence (3) on a line parallel with the said road, South 2 degrees 45 minutes West, for a distance of 125 feet to a marker at the said Peter's property; thence (4) by and with said Peter's property, South 87 degrees 15 minutes East, for a distance of 160 feet to the place of beginning containing 20,000 square feet of land, more or less, and being a part of the same land conveyed unto the said Clarence Burrie by deed from Melvin B. Kinnamon and Lida P. Kinnamon, his wife, dated June 19, 1945 and recorded among the Land Records for Queen Anne's County, Maryland, in Liber NO. A.S.G. 11, Folio 347.

AND your Trustees sold the aforescribed property to Jim Walter Corporation, a body corporate, at and for the sum of \$4,000.00, it, at that sum, being the highest bidder therefor, and the said purchaser has complied with the terms of sale.

Respectfully submitted,

LLOYD O. WHITEHEAD  
Lloyd O. Whitehead, Substitute Trustee

MORTON J. OWRUTSKY  
Morton J. Owrutsky, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February, 1968, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, named in the foregoing Report of Sale, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true and correct to the best of their knowledge, information, and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal the day and year first above written.

NOTARY PUBLIC SEAL

PATRICIA T. TRUITT  
NOTARY PUBLIC

Filed Feb. 23, 1968

PERDUE, OWRUTSKY & WHITEHEAD  
Attorneys at Law  
132 East Main Street  
Salisbury, Maryland

TRUSTEE'S SALE  
OF  
VALUABLE HOME and LOT

in the First Election District of Queen Anne's County, known as the  
JAMES A. BURRIS PROPERTY

By virtue of the power of sale and authority contained in a Deed of Trust executed by James A. Burris, widower, dated July 14, 1964, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 10, Folio 38, default having occurred thereunder, the undersigned Substitute Trustees will sell at public auction--

AT THE FRONT DOOR OF THE COURTHOUSE AT  
CENTREVILLE, MARYLAND, ON  
FRIDAY, FEBRUARY 23, 1968

AT OR ABOUT 11:00 O'CLOCK A.M., all the following land:

ALL that lot, tract or parcel of land, situate, lying and being in the First Election District, Queen Anne's County, State of Maryland, on the West side of the Peter's Corner-Schenk's corner road and more particularly described as follows: Beginning for the same at a marker on the west side of said road and at the northeast corner of the Fred Peter's property; thence (1) by and with the West side of said road North 2 degrees 45 minutes

east, for a distance of 125 feet to a marker; thence (2) North 87 degrees, 15 minutes west for a distance of 160 feet to a marker; thence (3) on a line parallel with the said road, South 2 degrees 45 minutes west, for a distance of 125 feet to a marker at the said Peter's property; thence (4) by and with said Peters property, south 87 degrees 15 minutes east, for a distance of 160 feet to the place of beginning containing 20,000 square feet of land, more or less and being a part of the same land conveyed unto the said Clarence Burrie by deed from Melvin G. Kinnamon and Lida P. Kinnamon, his wife, dated June 19, 1945, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber No. A.S.G. No. 11, Folio 347.

Possession of said property will be given upon ratification of sale.

TERMS OF SALE: \$1,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 6% per annum and to be secured to the satisfaction of said Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

Lloyd O. Whitehead and Morton J. Owrutsky  
Substitute Trustees--132 East Main Street  
Salisbury, Maryland, 21801, Telephone: 742-6141

4t-2-22

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., Feb. 23, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale in the case of JAMES A. BURRIS, WIDOWER, 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 23 day of Feb., 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1 day of Feb., 1968, and the last insertion on the 22 day of Feb., 1968.

THE RECORD-OBSERVER CORPORATION

By MICHAELA F. TOWNSEND

Filed Feb. 23, 1968

LLOYD O. WHITEHEAD and  
MORTON J. OWRUTSKY  
Substitute Trustees

-vs-

JAMES A BURRIS, widower

\* No. 4930 Chancery  
\* In the Circuit Court  
\* For Queen Anne's County  
\* State of Maryland

\*\*\*\*\*

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February, 1968, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd O. Whitehead, the purchaser of the real estate described in the above proceedings, and he did make oath in due form of law:

1. That in making said purchase, he was acting as agent for Jim Walter Corporation, a body corporate of the State of Florida.
2. That there are no other parties than Jim Walter Corporation interested in the purchase of said real estate as principals.
3. That he, as agent for Jim Walter Corporation, did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal the day and year first above written.

NOTARY PUBLIC SEAL

PATRICIA T. TRUITT  
NOTARY PUBLIC

Filed Feb. 23, 1968



## ORDER NISI ON SALE

Lloyd O. Whitehead and  
Morton J. Owrutsky, Substitute  
Trustees

vs.

James A. Burris, widower

)  
)  
)  
)

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
Cause No. 4930

ORDERED, this 23rd. day of February, 1968, that the sale of the real property, made and reported in this cause by Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, be ratified and confirmed, on or after the 25th. day of March, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published Queen Anne's County, Maryland, once in each of three successive weeks before the 18th. day of March, 1968.

The report states the amount of sales to be \$4000.00.

CHARLES W. CECIL

Clerk

Filed February 23, 1968

ORDER NISI ON SALE

Lloyd O. Whitehead and  
Morton J. Owrutsky,  
Substitute Trustees

vs.

James A. Burris, widower

In the Circuit Court

for Queen Anne's County

In Equity

Cause No. 4930

ORDERED, this 23rd day of February, 1968, that the sale of the real property, made and reported in this cause by Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, be ratified and confirmed, on or after the 25th day of March, 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 18th day of March, 1968.

The report state the amount of sales to be \$4000.00.

CHARLES W. CECIL, Clerk

Filed February 23, 1968

True Copy

Test: CHARLES W. CECIL, Clerk

QUEEN ANNE'S  
RECORD-OBSERVER

CENTREVILLE, Md., 3-18-68

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Nisi #4930 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 18 day of March, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29 day of Feb., 1968, and the last insertion on the 14 day of March, 1968.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed March 21, 1968

No59000

Re23166 Received For Record Jan. 30, 1968

LIBER 32 PAGE 670

SUBSTITUTION OF TRUSTEES-MARYLAND

THIS DECLARATION, made this 12th day of January, 1968, by Jim Walter Corporation, a body corporate, Party of the First Part, and J. H. Kelly and J. L. Moore, Trustees as hereinafter set forth, Parties of the Second Part;

WHEREAS, by Deed of Trust dated July 14th, 1964, and recorded among the Land Records of Queen Anne's County in Liber No. 10, Folio 39, James A. Burris, widower, and \_\_\_\_\_, his wife, conveyed certain parcels of ground unto J. H. Kelly and J. L. Moore, Trustees, for the uses and purposes therein particularly set forth securing the promissory note made to Jim Walter Corporation as beneficiary, and

WHEREAS, the aforesaid promissory note was endorsed without recourse by said Jim Walter Corporation unto \_\_\_\_\_ and \_\_\_\_\_

WHEREAS, said Deed of Trust provides as follows:

"The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises or a part thereof is situated, and said Trustee or Trustees so substituted shall have all powers, rights and duties as Trustees so superseded, and the undersigned for themselves, their heirs or assigns do hereby consent to such removal, substitution or addition, either by the instrument described herein or by the order of any court having jurisdiction."

NOW, THEREFORE THIS DECLARATION WITNESSETH, That JIM WALTER CORPORATION, holder of the note in due course, hereby appoints Lloyd O. Whitehead and Morton J. Owrutsky, as Trustees, in the place and stead of J. H. Kelly and J. L. Moore as set forth in said Deed of Trust for the purpose of carrying out each and all of the powers, rights and duties of said Trustees under the aforesaid Deed of Trust.

AS WITNESS the corporate seal of JIM WALTER CORPORATION and the signature of J. O. Alston, its President.

ATTEST:

S. L. RUSSELL  
Assistant Secretary  
Corporate Seal

By J. O. ALSTON  
PRESIDENT

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH, TO WIT:

I HEREBY CERTIFY, that on this 12th day of January, 1968, before me, the subscriber, a Notary Public of the State of Florida, in and for the State aforesaid, personally appeared J. O. Alston and S. L. Russell, and acknowledged the foregoing Declaration to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

JENNY D. TERWILLIGER  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 2, 1968  
Bonded by American Surety Co. of N.Y.

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, State of Maryland, this 27th day of March, 1968, that the sale made and reported by the Substitute Trustees, 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 this cause; that said Substitute Trustees are allowed a fee of \$200.00 in lieu of commissions.

THOS. J. KEATING, JR.  
JUDGE

Filed March 28, 1968

LLOYD O. WHITEHEAD and  
MORTON J. OWRUTSKY,  
Substitute Trustees

-vs-

JAMES A. BURRIS, widower

: No. 4930 Chancery  
:  
: In the Circuit Court  
:  
: For Queen Anne's County  
:  
: State of Maryland

.....

## AUDITOR'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor, to whom the proceedings were referred in the above entitled cause to state an account submits the following Auditor's Report and hereby certifies that notices required by Rule 595 (g) of the Maryland Rules of Procedure have been mailed.

J. THOMAS CLARK  
AUDITOR

Morton J. Owrutsky and Lloyd O. Whitehead, Substitute Trustees, for the sale and distribution of the moneys arising therefrom, report the following collections and disbursements:

RECEIPTS			
Amount of sale as per report			<u>\$4,000.00</u>
DISBURSEMENTS			
Charles W. Cecil, Clerk Court costs		41.20	
Elmer F. Ruark Agency Bond premium		20.00	
Queen Anne Record-Observer Advertisement	112.50		
Order Nisi	<u>14.00</u>	126.50	
William R. Wilson, III, Treasurer State and County taxes		40.26	
Patricia T. Truitt Notary Public		2.15	
Lloyd O. Whitehead & Morton J. Owrutsky, Substitute Trustees - reimbursement for photocopies	1.50		
Telephone toll charges	4.23		
Mileage	13.20		
Fee in lieu of commission	<u>200.00</u>	218.93	
J. Thomas Clark Auditor's Fee		27.00	
Jim Walter Corporation Amount of debt	4,924.04		
Interest from 1/11/68 to 4/26/68	<u>86.17</u>		
	5,010.21		
		DIVIDEND	
		<u>3,523.96</u>	<u>\$4,000.00</u>

Filed Apr. 17, 1968

LLOYD O. WHITEHEAD, et al.

vs.

JAMES A. BURRIS, WIDOWER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4930

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 17, 1968, the date the audit in the above entitled case was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Lloyd O. Whitehead and  
Morton J. Owrutsky  
Substitute Trustees  
132 East Main Street  
Salisbury, Maryland

Jim Walter Corporation  
Salisbury, Maryland

James A. Burris  
Sudlersville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 17, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 2, 1968, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on May 3, 1968.

J. THOMAS CLARK  
Auditor

Filed Apr. 17, 1968

NISI RATIFICATION OF AUDIT

LLOYD O. WHITEHEAD and	)	IN THE CIRCUIT COURT
MORTON J. OWRUTSKY,	)	FOR QUEEN ANNE'S COUNTY
Substitute Trustees	)	
	)	IN EQUITY
vs.	)	
JAMES A. BURRIS, widower	)	Cause No. 4930

ORDERED, this 17th day of April, 1968, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of May, 1968, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed April 17, 1968

Lloyd O. Whitehead and	In the Circuit Court for
Morton J. Owrutsky,	Queen Anne's County
Substitute Trustees	
	in Equity
vs.	
James A. Burris, widower	Cause No. 4930

FINAL RATIFICATION OF AUDIT

ORDERED, this 9th. day of May, 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 Lloyd O. Whitehead and Morton J. Owrutsky, Substitute Trustees, 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 May 9, 1968

.....  
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of April in the year nineteen hundred sixty-eight, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

VACHEL A. DOWNES, JR.	IN THE CIRCUIT COURT
ASSIGNEE AND ATTORNEY	FOR
NAMED IN MORTGAGE	QUEEN ANNE'S COUNTY
	IN EQUITY
vs.	
ARTHUR E. GARDE	NO. <u>4948</u>
MARY K. GARDE, WIFE	
Chester, Maryland	

\*\*\*\*\*

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

Mr. Clerk: You will please docket suit as per the above titleing for foreclosure of the mortgages from Arthur E. Garde and Mary K. Garde, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2, folio 563, duly assigned by assignment recorded at the foot of said mortgage on October 16, 1967, recorded in Liber C.W.C. No. 2 folio 565, unto Harold M. Legg and Angeline T. Legg, his wife, and by them duly assigned unto Vachel A. Downes, Jr., for collection by foreclosure or otherwise, by assignment dated March 28, 1968, recorded among the Land Records aforesaid prior hereto, and from Arthur E. Garde and Mary K. Garde, his wife, to Harold M. Legg and Angeline T. Legg, his wife, dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2 folio 566, wherein Vachel A. Downes, Jr., was the attorney named in the mortgage, as amended by an agreement between Harold M. Legg, et. ux., of one part, and Arthur E. Garde, et. ux., of the other part, dated the 21st day of September, 1967, recorded among the Land Records aforesaid in Liber C.W.C. No. 31 folio 83; default having occurred in the terms thereof by reason on the non-payment of principal and interest payable under the terms of said mortgages after demand therefor was made; and will file herewith a certified copy of the aforesaid mortgage recorded in Liber C.W.C. No. 2 folio 563 (to be marked Petitioner's Exhibit No. 1), a certified copy of the mortgage recorded in Liber C.W.C. No. 2 folio 566 (to be marked Petitioner's Exhibit No. 2), a certified copy of the agreement recorded in Liber C.W.C. No. 31 folio 83 (to be marked Petitioner's Exhibit No. 3, as well as the accompanying affidavit.

VACHEL A. DOWNES, JR.  
 Vachel A. Downes, Jr., Assignee, etc.  
 115 Lawyers Row  
 Centreville, Maryland  
 Telephone: 758-0680

Filed Apr. 3, 1968

No50261  
 Re3183 Received for Record Aug. 30, 1963

THIS MORTGAGE, made this 30th day of August in the year one thousand nine hundred and sixty-three, between ARTHUR E. GARDE and MARY K. GARDE, his wife, of Queen Anne's County, in the State of Maryland, Mortgagor and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to Arthur E. Garde and Mary K. Garde, his wife, the sum of FIVE THOUSAND (\$5,000.00) . . . . . DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of FIFTY-FIVE and 52/100 (\$55.52) . . . . . DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first 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.

The said installment payments may be applied by the Mortgagee in the following order:

First: To the payment of interest;

Second: To the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire, tornado and comprehensive coverage insurance premiums and other charges affecting the hereinafter described premises;

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

AND WHEREAS, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said

ARTHUR E. GARDE and MARY K. GARDE, his wife

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Queen Anne's County, State of Maryland, and described as follows:

ALL that lot or parcel of land, improved by a frame dwelling house and outbuildings, formerly known as the "Elton C. and Mabel H. Legg Residential Property", and now known as the "Harold M. and Angelina T. Legg Residential Property", situate, lying and being

on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in the Village of Chester, on the south side of the public road leading from Queenstown through Grasonville and Chester to Stevensville, being Maryland Route No. 18, bounded on the north by said public road, on the east by the lands of Percy E. Thomas, on the south by the Marion Tanner woodland, and on the west by Adelaid Thompson, and more particularly described as follows, to wit:

Beginning at a point in the middle of Maryland Route No. 18 at the end of the division line between this property and the property of Percy E. Thomas and running thence southerly with said division line 531 feet, more or less, to Tanner's Woods; thence at right angles and running westerly with Tanner's Woods 75 feet, more or less, to the property of Adelaid Thompson, thence at right angles and by and with said lands northerly 531 feet, more or less to the middle of the aforesaid road, thence by and with the middleline of Maryland Route No. 18 for a distance of 75 feet, more or less, to the place of beginning.

Being the same lot of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto from Harold M. Legg and Angelina T. Legg, his wife to Arthur E. Garde and Mary K. Garde, his wife.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple.

I, however, the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagors for their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire, wind-storm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor jointly.

III. 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.

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum 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.

V. 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.

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

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns, or John P. O'Ferrall, its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, the Maryland Rules of Procedure, 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 the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the the foreclosure proceedings, but not less than FIFTY (\$50.00) dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and



Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

WITNESS the handsand seals of the said Mortgagors.

WITNESS:

ARTHUR E. GARDE [SEAL]  
Arthur E. Garde

JOHN P. O'FERRALL  
John P. O'Ferrall

MARY K. GARDE [SEAL]  
Mary K. Garde

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify that on this 30th day of August, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared ARTHUR E. GARDE and MARY K. GARDE, the Mortgagors named in the foregoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared WILLIAM L. COONEY, President of said 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.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Notary Public Seal

JOHN P. O'FERRALL  
John P. O'Ferrall Notary Public

Re21829 QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Sixteenth day of October in the year nineteen hundred and sixty-seven, the following ASSIGNMENT was brought to be recorded, to wit:-

FOR VALUE RECEIVED We hereby assign the within Mortgage and the mortgage debt secured thereby to Harold M. Legg and Angeline T. Legg, his wife, without recourse.

AS WITNESS the corporate seal of the body corporate and the signature of WILLIAM L. COONEY, President of First Federal Savings and Loan Association of Baltimore, (formerly known as and successor to Occident Federal Savings and Loan Association of Baltimore City by charter amendment dated May 10, 1967.)

WITNESS:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF BALTIMORE

RITA M. JACOBS Corporate  
Seal

WILLIAM L. COONEY  
BY: William L. Cooney, President

Agreement is recorded in Liber C.W.C. No. 31, folio 83, a Land Record Book for Queen Anne's County.

\*

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 563, a Land Record Book for Queen Anne's County.

SEAL

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of April in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL

Clerk

\*ASSIGNMENT Re24044 WAS BROUGHT TO BE RECORDED April 3, 1968.

FOR VALUE RECEIVED, the undersigned do hereby assign the within and foregoing mortgage debt secured hereby unto Vachel A. Downes, Jr., for purposes of foreclosure and collection.

WITNESS:

CARLTON FOSTER

HAROLD M. LEGG (SEAL)  
Harold M. Legg

CARLTON FOSTER

ANGELINE T. LEGG (SEAL)  
Angeline T. Legg

Filed April 3, 1968

No50262  
Re3185 Received for Record Aug. 30, 1963

THIS SECOND PURCHASE MONEY MORTGAGE, made this 30th day of August, 1963, by and between Arthur E. Garde and Mary K. Garde, his wife, of the first part, hereinafter referred to as MORTGAGOR, and Harold M. Legg and Angelina T. Legg, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of One Thousand Eight Hundred . . . . . Dollars (\$1,800.00) payable, with interest thereon from the date hereof at the rate of six (6%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in one hundred forty-four (144) equal consecutive monthly installments of Seventeen Dollars and Fifty-seven Cents (\$17.57) each, commencing on the 30th day of September, 1963, and payable on the 30th day of each and every month thereafter until said indebtedness and the interest to accrue is fully paid and satisfied; with the right of prepayment, in whole or part at anytime 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 receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house and outbuildings, formerly known as the "Elton C. and Mabel H. Legg Residential Property", and now known as the "Harold M. and Angelina T. Legg Residential Property", situate and lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in the Village of Chester, on the south side of the public road leading from Queenstown through Grasonville and Chester to Stevensville, being Maryland Route No. 18, bounded on the north by said public road, on the east by the lands of Percy E. Thomas, on the south by the Marion Tanner woodland, and on the west by Adelaid Thompson, and more particularly described as follows, to wit:

Beginning at a point in the middle of Maryland Route No. 18 at the end of the division line between this property and the property of Percy E. Thomas and running thence southerly with said division line 531 feet, more or less, to Tanner's Woods, thence at right angles and running westerly with Tanner's Woods 75 feet, more or less, to the property of Adelaid Thompson, thence at right angles and by and with said lands northerly 531 feet, more or less, to the middle of the aforesaid road, thence by and with the middle line of Maryland Route No. 18 for a distance of 75 feet, more or less, to the place of beginning.

Being all the same lands conveyed by the Mortgagees unto the Mortgagors by deed of even date, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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 deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's

written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee or Vachel A. Downes, 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 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 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 warrant specially the property hereby conveyed and will execute such further assurance 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:

<u>VACHEL A. DOWNES, JR.</u>	<u>ARTHUR E. GARDE</u> (SEAL) Arthur E. Garde
<u>VACHEL A. DOWNES, JR.</u>	<u>MARY K. GARDE</u> (SEAL) Mary T. Garde
	<u>MARY K. GARDE</u> (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

On this the 30 day of August, 1963, before me, \* a Notary Public, the undersigned officer, personally appeared Arthur E. Garde, and Mary T. Garde, 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 Harold M. Legg and made oath in due form of law that the consideration set forth in said mortgage is true and bonafide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

NOTARY PUBLIC SEAL

VACHEL A. DOWNES, JR.  
Notary Public

Agreement recorded in Liber C.W.C. No. 31, folio 83, a Land Record Book for Queen Anne's County.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 566, a Land Record Book for Queen Anne's County.

CLERK'S SEAL

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of April in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL  
Clerk

Filed April 3, 1968

No58454  
Re21830 Received for Record Oct. 16, 1967

THIS AGREEMENT, Made this 21st day of September, 1967, by and between HAROLD M. LEGG and ANGELINE T. LEGG, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and ARTHUR E. GARDE and MARY K. GARDE, his wife, of the County and State aforesaid, parties of the second part;

WHEREAS, the parties of the second part did make, execute and deliver a first lien purchase money mortgage unto Occident Federal Savings and Loan Association of Baltimore City, dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 2 folio 563, and which said mortgage has been or is to be duly assigned to the parties of the first part; and

WHEREAS, the parties of the second part did make, execute and deliver unto the parties of the first part a second lien purchase money mortgage dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2 folio 566; and

WHEREAS, the parties of the first part are the holders of both mortgages aforesaid; and

WHEREAS, the parties have agreed that certain changes and alterations should be made in the amortization of said mortgages.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, and of other good and valuable considerations to each of the parties hereto arising herefrom, the receipt whereof is hereby acknowledged, it is hereby specifically understood and agreed as follows, to wit:

1. That the principal balance and accrued interest on the aforesaid mortgages, and both of them, accounting to the 30th day of September, 1967, and for other moneys advanced to the parties of the second part by the parties of the first part, and which moneys the parties of the second part agree to pay, is in the amount of \$5,553.78.
2. That the parties of the second part shall make payments of principal and interest at the rate of \$70.00 per month, which payments shall firstly be applied to accrued interest and the balance thereof in reduction of the principal indebtedness.
3. That in addition, said parties of the second part shall also pay each month 1/12 of the anticipated expenses of taxes and insurance; that the moneys so paid shall be kept separate and apart from the monthly payment for principal and interest; and that the parties of the first part shall make an annual accounting to the parties of the second part for such expense account.
4. That a statement of the account between the parties is attached hereto and made a part hereof, and the parties of the second part agree that all indebtedness shown thereon are due and payable by them unto the parties of the first part.
5. That the payments agreed to be paid by this mortgage shall be superceded by this agreement, but that all other provisions of said mortgage shall be in full force and effect.
6. That in the event any payment shall be thirty (30) days in arrears, the parties of the first part shall, at their election, be entitled to foreclosure of said mortgage or otherwise to proceed against said parties of the second part in any manner provided by the Laws of Maryland and/or set forth in the terms and conditions of said mortgage or either of them.

AS WITNESS the hands and seals of the parties hereto.

WITNESS:

<u>RUTH E. FOSTER</u>	<u>HAROLD M. LEGG</u> (SEAL) Harold M. Legg
<u>RUTH E. FOSTER</u>	<u>ANGELINE T. LEGG</u> (SEAL) Angeline T. Legg
<u>RUTH E. FOSTER</u>	<u>ARTHUR E. GARDE</u> (SEAL) Arthur E. Garde
<u>RUTH E. FOSTER</u>	<u>MARY K. GARDE</u> (SEAL) Mary K. Garde

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 21st day of September, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harold M. Legg and Angeline T. Legg, his wife, and Arthur E. Garde and Mary K. Garde, his wife, and they did acknowledge the foregoing Agreement to be their act.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

RUTH E. FOSTER  
NOTARY PUBLIC

STATEMENT

Re: Arthur Garde, et. ux., and  
Harold M. Legg, et. ux.

Balance due first mortgage to First Federal, formerly known as Occident Federal, per state- ment attached		\$ 3,995.59
Balance of principal due on second mortgage to Harold M. Legg	\$ 1,390.04	
Interest on Legg mortgage, March 30, 1967, to September 30, 1967, six months @ \$6.95	<u>41.70</u>	1,431.74
Costs to be paid by Arthur C. Garde, et. ux.		
1. To Clerk, recording assignment	\$ 1.00	
2. To Clerk, recording agreement	6.00	
3. Notary Public	1.00	
4. Amortization schedule	1.00	
5. Preparation of agreement and statement, settlement, etc.	<u>50.00</u>	
Total Costs Payable by Garde, et. ux.		59.00
1967-1968 State and County taxes		<u>68.45</u>
Total		\$ 5,554.78

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C.  
No. 31, folio 83, 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 3rd  
day of April in the year nineteen hundred  
and sixty-eight.

CIRCUIT COURT SEAL

CHARLES W. CECIL

Clerk

Filed April 3, 1968

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 3rd day of April, 1968, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the County aforesaid, personally  
appeared Vachel A. Downes, Jr., Assignee, etc. as aforesaid, and made oath in due form  
of law to the best of his knowledge, information and belief, that Arthur E. Garde,  
and Mary K. Garde, wife, reside at Chester, Queen Anne's County, Maryland, and that  
they are not now in the military service of the United States of America as defined  
by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto, or  
Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military ser-  
vice within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

JUDITH C. CONLEY  
NOTARY PUBLIC

7/1/69

Filed Apr. 3, 1968

STATEMENT OF INDEBTEDNESS

Unpaid principal of mortgage per agreement of September 30, 1967		\$ 5,553.78
Insurance premium paid by mortgagee on September 18, 1967		24.00
Additional payment to Occident Federal Savings and Loan Association of Baltimore City		<u>19.06</u>
Total Due, October 1, 1967		\$ 5,596.84
Total Payments by mortgagors on both mortgages subsequent to October 1, 1967	\$ 4.80	



Less interest, October 1, 1967 to  
 February 28, 1968, 5 months  
 @ \$27.99  
 Balance Applied to Principal  
 Principal Due March 1, 1968  
 Interest, March 1, 1968 to April  
 1, 1968, 1 month @ \$26.30  
 TOTAL DUE ON MORTGAGE, MARCH 31, 1968

<u>139.95</u>	340.05
	<u>\$5,256.79</u>
	26.30
	<u>\$5,283.09</u>

Respectfully submitted,

VACHEL A. DOWNES, JR.  
 Vachel A. Downes, Jr., Assignee, etc.

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

I HEREBY CERTIFY, that on this 3rd day of April, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, etc., and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

JUDITH C. CONLEY  
 NOTARY PUBLIC 7/1/69

Filed April 3, 1968

LIBER 1 PAGE 240

RECEIVED FOR RECORD Apr. 4, 1968

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Dollars (\$6,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly be made and done, we bind ourselves 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 3rd day of April, 1968.

WHEREAS, Arthur E. Garde and Mary K. Garde, his wife, did make, execute and deliver a certain mortgage unto Occident Federal Savings and Loan Association of Baltimore City, dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2 folio 263, duly assigned at the foot thereof unto Harold M. Legg and Angeline T. Legg, his wife, by assignment dated the 16th day of October, 1967, recorded in Liber C.W.C. No. 2 folio 565, and by them duly assigned unto Vachel A. Downes, Jr., for collection by foreclosure or otherwise by assignment dated March 28, 1968, heretofore recorded among the Land Records of Queen Anne's County; and the said Arthur E. Garde and Mary K. Garde, his wife, did further make, execute and deliver to Harold M. Legg and Angeline T. Legg, a certain second mortgage on the same premises, dated the 30th day of August, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2 folio 566, wherein the said Vachel A. Downes, Jr., is the attorney in the mortgage; and

WHEREAS, the above bounden, Vachel A. Downes, Jr., Assignee of one mortgage, and attorney named in the second mortgage, is about to execute the powers of sale contained in the above described mortgages by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgages and by reason of the non-payment of the principal mortgage debt named in said mortgages and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgages at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounden, Vachel A. Downes, Jr., does and shall, will 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

JUDITH C. CONLEY

VACHEL A. DOWNES, JR. (SEAL)  
 Vachel A. Downes, Jr., Assignee and  
 Attorney Named in Mortgage



ATTEST:

UNITED STATES FIDELITY AND  
GUARANTY COMPANY

VIRGINIA S. WHITE

By: B. HACKETT TURNER, JR.  
B. Hackett Turner, Jr.  
Its Attorney in Fact

Surety Approved and Bond filed  
April 4, 1968

SEALS PLACE

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 240, a Bond 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 3rd day of April in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL  
Clerk

VACHEL A. DOWNES, JR.  
ASSIGNEE

IN THE CIRCUIT COURT

VS.

FOR

ARTHUR E. GARDE  
MARY K. GARDE

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4948

\*\*\*\*\*

AFFIDAVIT

The undersigned, purchaser of the property of, or formerly of Arthur E. Garde and Mary K. Garde, his wife, sold at public auction on the 30th day of April, 1967, does hereby make oath in due form of law that (a) the property was purchased by the undersigned as principal and not as agent for anyone else, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for the said property.

HAROLD M. LEGG  
PURCHASER

ANGELINE T. LEGG  
PURCHASER

DATE: April 30, 1968

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, this 30 day of April, 1968.

AS WITNESS my hand and Notarial Seal.

SEALS PLACE

JUDITH C. CONLEY  
NOTARY PUBLIC

I HEREBY CERTIFY, that on this 30 day of April, 1968, that the undersigned, auctioneer of the property sold in the aforementioned cause does certify that the sale was fairly made.

JOSEPH A. JACKSON, JR.  
Joseph A. Jackson, Jr.

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, this 30 day of April, 1968.

SEALS PLACE

JUDITH C. CONLEY  
NOTARY PUBLIC

Filed May 13, 1968

VACHEL A. DOWNES, JR.  
ASSIGNEE AND ATTORNEY  
NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

ARTHUR E. GARDE  
MARY K. GARDE, WIFE

IN EQUITY

NO. 4948

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee and Attorney Named in Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks preceding the day of said sale; the said Assignee and Attorney Named in Mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, the 30th day of April, 1968, at 1:30 o'clock, p.m., in front of the Court House door, did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Harold M. Legg and Angeline T. Legg, his wife, at and for the sum of \$4,600.00, which price was the highest amount bid for said property. The purchasers have paid the sum of \$4,600.00 being the full purchase price therefor.

This Report of Sale states that the amount of sale is \$4,600.00.

Respectfully submitted,

VACHEL A. DOWNES, JR.  
Vachel A. Downes, Jr.  
Assignee and Attorney Named in Mortgage

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

This is to certify that on this 27th day of May, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee and Attorney Named in Mortgage, and did make oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

JUDITH C. CONLEY  
NOTARY PUBLIC  
My Commission Expires: July 1, 1970

Filed May 27, 1968

MORTGAGE SALE  
OF DESIRABLE HOUSE  
AND  
LOT IN CHESTER

Under and by virtue of the power of sale contained in a mortgage from Arthur E. Garde, et. ux., to Occident Federal Savings and Loan Association of Baltimore City, dated August 30, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 2 folio 563, duly assigned to Vachel A. Downes, Jr., for collection by foreclosure or otherwise, and the power of sale contained in a certain second mortgage from Arthur E. Garde, et. ux., to Harold M. Legg, et. ux., dated August 30, 1963, recorded among the Land Records aforesaid in Liber C.W.C. No. 2 folio 566, wherein Vachel A. Downes, Jr. is the attorney named in the mortgage, default having occurred in the terms of said mortgage; the undersigned Assignee and Attorney Named in Mortgage will offer at Public Auction to the highest bidder on

TUESDAY APRIL 30, 1968

at 1:30 o'clock, p.m. (EST) in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, all the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house and outbuildings, formerly known as the "Elton C. and Mabel H. Legg Residential Property," and now known as the "Harold M. and Angeline T. Legg Residential Property," situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in the village of Chester, on the South side of the public road leading from Queenstown through Grasonville and Chester to Stevensville, being Maryland Route No. 18, bounded on the north by said public road, on the east by the lands of Percy E. Thomas, on the south by the Marion Tanner woodland, and on the west by Adelaid Thompson, and more particularly described as follows, to wit:

BEGINNING at a point in the middle of Maryland Route No. 18 at the end of the division line between this property and the property of Percy E. Thomas and running thence southerly with said division line 531 feet, more or less, to Tanner's Woods, thence at right angles and running westerly with Tanner's Woods 75 feet, more or less, to the property of Adelaid Thompson, thence at right angles and by and with said lands northerly 531 feet, more or less, to the middle of the aforesaid road, thence by and with the middle line of Maryland Route No. 18 for a distance of 75 feet, more or less, to the place of beginning.

IMPROVED by a two-story dwelling, garage and workshop. Dwelling contains 5 rooms and modern bath.

TERMS OF SALE: A deposit of 20% of the purchase money will be required in cash or by certified or cashier's check on day of sale, or the full purchase price in cash or by certified or cashier's check on day of sale at the option of Purchaser. Any unpaid balance of the purchase money is to be secured by note of the purchaser bearing interest from date of sale at 6% which balance shall be paid within 10 days after final ratification of the sale by the Court.

Taxes and insurance to be adjusted to the tenth day after ratification of sale, or to date of final settlement, which ever shall occur first.

All expenses of transfer, including recording costs, recordation or revenue stamps, preparation of deed, etc., to be at purchaser's expense. Possession will be given upon final settlement.

Vachel A. Downes, Jr.  
Assignee and Attorney  
Named in Mortgage

Joseph A. Jackson, Jr.  
Auctioneer

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., \_\_\_\_\_, 19\_\_

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the MORTGAGE SALE ARTHUR E. GARDE 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 30 day of April, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of April 1968, and the last insertion on the 25 day of April, 1968.

THE RECORD-OBSERVER CORPORATION

By M. F. TOWNSEND

Filed May 27, 1968

ORDER NISI ON SALE

VACHEL A. DOWNES, JR.  
ASSIGNEE AND ATTORNEY  
NAMED IN MORTGAGE

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

VS.

IN EQUITY

ARTHUR E. GARDE  
MARY K. GARDE, WIFE

CAUSE NO. 4948

ORDERED, this 27th day of May, 1968, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage, be ratified and confirmed, on or after the 27th day of June, 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 20th day of June, 1968.

The report states the amount of sales to be \$4,600.00.

CHARLES W. CECIL Clerk

Filed May 27, 1968

QUEEN ANNE'S  
RECORD-OBSERVER

Centreville, Md., June 21, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4948 in the case of VACHEL A. DOWNES, JR. VS. ARTHUR E. GARDE & MARY K. GARDE, 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 3 successive weeks before the 20 day of JUNE, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of MAY, 1968, and the last insertion on the 13 day of JUNE, 1968.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

\*The following precedes the above

ORDER NISI

Vachel A. Downes, Jr.  
Assignee and Attorney  
Names In Mortgage

vs.

~~Arthur E. Garde~~  
Arthur E. Garde  
Mary K. Garde, Wife

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

\_\_\_\_\_  
Cause No. 4948  
\_\_\_\_\_

ORDERED, this 27th day of May, 1968, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage, be ratified and confirmed, on or after the 27th day of June, 1968, unless cause to the contrary thereof by 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 June, 1968.

The report states the amount of sales to be \$4,600.00.

CHARLES W. CECIL, Clerk

Filed May 27, 1968

True Copy  
Test:

CHARLES W. CECIL, Clerk

3t-6-13

Filed June 24, 1968

FINAL ORDER OF RATIFICATION

Upon the foregoing Report of Sale and Affidavit, it is ORDERED this 1st day of July, 1968, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Assignee and Attorney Named in Mortgage, on the 30th day of April, 1968, 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 Vachel A. Downes, Jr., Assignee and Attorney Named in Mortgage, is allowed the usual commissions under the rule of this Court and such proper expenses, as he shall produce vouchers for, to the auditor.

THOS. J. KEATING, JR.

JUDGE

Filed July 1, 1968

VACHEL A. DOWNES, JR.,  
Assignee and Attorney named  
in Mortgage

vs.

ARTHUR E. GARDE  
MARY K. GARDE, WIFE

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

No. 4948

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this account is stated at the request of Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage respectively, of the mortgages foreclosed in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debts. The mortgage deficiency appears to be in the sum of \$1,438.34.

2. That in the within account Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage respectively and vendor, is charged with the proceeds of sale, and he is allowed thereafter his fees for his services in both of the mortgages foreclosed in these proceedings, his commissions for making said sale, per terms of mortgages, the Court costs in this cause, his premium on his corporate surety bond, advertising costs, the auctioneer's fee, the fee of your Auditor for stating this audit, and the balance was directed to be paid to the Mortgagees as a credit on the moneys due under the mortgages foreclosed herein.

Respectfully submitted,

J. THOMAS CLARK

Auditor

July 8, 1968

Cause No. 4948

The proceeds of the sale of land reported in this cause, in account with Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage respectively, of the first and second mortgages herein foreclosed (and vendor of said land)

Cr.

1968

July 1 By proceeds of the sale of said land, per report of said vendor, ~~\$1,600.00~~  
to wit:-----\$4,600.00

Dr.

To Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage respectively, (and vendor) of said land, per terms of mortgages, as follows, to wit:		
1-His fee for making said sale, as per terms of first mortgage-----	\$ 50.00	
2-His fee for making said sale, as per terms of second mortgage-----	50.00	
3-His commissions-----	<u>380.00</u>	\$ 480.00
To Do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, as a partial payment on Court Costs-----		15.00
To do., for an amount due Charles W. Cecil, Clerk, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk-----	\$ 42.00	
2-Appearance fee of Vachel A. Downes, Jr., Attorney-----	<u>10.00</u>	52.00
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, for recording assignment of mortgage to Assignee for foreclosure-----		1.00
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:-----		25.00

To do., for an amount due United States Fidelity and Guaranty Co., for the premium on the corporate surety bond filed by the Assignee and Attorney of mortgages respectively foreclosed in these proceedings, per statement exhibited, to wit:----- 24.00

J. THOMAS CLARK  
Auditor

July 8, 1968

To do, for amounts paid Queen Anne's Record-Observer, per receipts, as follows, to wit:		
1-Costs for publishing Notice of Sale-----	\$ 90.25	
2-Costs for publishing Order Nisi of Sale-----	14.00	\$ 104.25
To J. Thomas Clark, for stating this audit and preparing notices, the sum of-----		54.00
To Harold M. Legg and Angeline T. Legg, his wife, as a partial payment on said mortgages, per statement of debt, the balance or the sum of	3,844.75	
	\$4,600.00	\$4,600.00

J. THOMAS CLARK  
Auditor

July 8, 1968

Filed July 5, 1968

VACHEL A. DOWNES, JR.,  
Assignee and Attorney named  
in Mortgage

vs.

ARTHUR E. GARDE  
MARY K. GARDE, WIFE

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4948

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 8, 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:

Vachel A. Downes, Jr.  
Centreville, Maryland 21617

Arthur E. Garde and  
Mary K. Garde  
Chester, Maryland

Harold M. Legg and  
Angeline T. Legg  
Chester, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 8, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 23, 1968, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 24, 1968.

J. THOMAS CLARK  
Auditor

Filed July 5, 1968



NISI RATIFICATION OF AUDIT

Vachel A. Downes, Jr.,  
Assignee and Attorney named in  
Mortgage

vs.

Arthur E. Garde and  
Mary K. Garde, wife

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4948

ORDERED, this 8th. day of July, 1968, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th. day of July, 1968, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed July 8, 1968

Vachel A. Downes, Jr.  
Assignee and Attorney  
named in Mortgage

vs.

Arthur E. Garde and  
Mary K. Garde wife

In the Circuit Court for  
Queen Anne's County,

in Equity

Cause No. 4948

FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. day of September, 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 Vachel A. Downes, Jr., Assignee and Attorney named in Mortgage, is hereby directed to apply the proceeds of sale accordingly with a due porportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for Queen  
Anne's County.

Filed Sept. 10, 1968

::

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of February in the year nineteen hundred sixty-seven, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

HOWARD WOOD, Assignee  
Centreville, Maryland  
Plaintiff

vs.

JOSEPH HOLDEN and EMMA  
DELINIA HOLDEN, his wife  
Mortgagors  
Defendants

\* In the Circuit Court for  
\*  
\* Queen Anne's County  
\*  
\* In Equity  
\*  
\* Cause No. 4836  
\*  
\*

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:  
You will please docket suit as per the above titling for foreclosure of the three following described mortgages:  
First mortgage from Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the land records of Queen Anne's County, Maryland, in Liber A.S.G., Jr., No. 10, folio 573, duly assigned by Charles Carroll Barcus to The Centreville National Bank of Maryland, and being then duly assigned to Howard Wood;  
Second mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated December 13, 1951, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 3, folio 424;  
Third mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated June 3, 1954, and recorded among the land records

of Queen Anne's County, Maryland, in Liber T.S.P. No. 16, folio 179;

default having occurred in the terms thereof by reason of nonpayment of the principal and interest, insurance and taxes, secured by said mortgages in accordance with the terms thereof; and you will file in said suit the above described mortgages, the assignments thereof and the accompanying statement of indebtedness and military affidavit, and the accompanying bond.

HOWARD WOOD  
Howard Wood, Assignee

Filed Feb. 2, 1967.

Secured by mortgage of even date herewith.

\$1,500.00                      Centreville, Md. Post Office                      March 14,                      1945

Three (3) years                      after date, for value received, I jointly and severally  
promise to pay to CHARLES CARROLL BARCUS, his heirs and assigns or order

FIFTEEN HUNDRED AND-----00/100 Dollars

With interest at the rate of six (6%) per cent, per annum, payable semi-annually

AT THE CENTREVILLE NATIONAL BANK OF MARYLAND

with all costs and 5 per cent. 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.

JOSEPH HOLDEN (SEAL)  
Joseph Holden

On the back of the foregoing:

4-1-48  
Credit on principle \$200.00

I do hereby transfer and assign this note to The Centreville National Bank of Maryland, without recourse or guarantee for the balance of Thirteen Hundred Dollars (\$1,300.00) principal and interest from the date hereof.

CHARLES CARROLL BARCUS (SEAL)

THIS MORTGAGE, made this 14th day of March, in the year nineteen hundred and forty five, by Joseph Holden, of Queen Anne's County, State of Maryland, hereinafter called "mortgagor":

WHEREAS, the said mortgagor is justly indebted unto Charles Carroll Barcus, hereinafter called "mortgagee", in the full and just sum of Fifteen Hundred Dollars (\$1,500.00), for money this day loaned to him by the said mortgagee;

AND WHEREAS, the said mortgagor has drawn and passed unto the said mortgagee his promissory note, bearing even date herewith, and payable three years after date, with interest at the rate of six per centum (6%) per annum, payable semi-annually, with the privilege of making partial payments on account of the principal indebtedness, provided that such partial payments shall in each case be either the sum of one hundred (\$100.00) dollars or any multiple thereof and provided further that such partial payments shall in each case be made only at the time of the maturity of an interest payment, and in the event any such partial payment or payments shall be made as aforesaid, interest on the amount of such partial payment or payments shall cease from the date of such payment or payments.

AND WHEREAS, it is the desire of said mortgagor that this mortgage should be executed to secure and assure the payment of the aforesaid indebtedness of Fifteen Hundred (\$1,500.00) dollars, and the interest to accrue thereon as aforesaid, as evidenced by said promissory note last hereinbefore mentioned;

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 Joseph Holden does hereby grant and convey unto Charles Carroll Barcus, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot and parcel of land and premises situate in the town of Centreville, Queen Anne's County, State of Maryland, and beginning at the north west corner of the herein conveyed property, where said property corners with an alley way dividing the hereinafter conveyed property, and the property of Dora P. Chambers and running in an easterly direction with Water Street, a distance of twenty two feet, more or less, thence in a westerly direction twenty two feet, more or less, thence in a northerly direction sixty two feet, more or less, to the place of beginning, adjoining the properties of J. M. Corkran and Dora P. Chambers, together with the right of use of a nine foot alley, lying and being between the property herein conveyed and the property of Dora P. Chambers.

BEING the same and all of that lot or parcel of land which was granted and conveyed unto the said Joseph Holden by Emma S. Knox, widow, by deed dated the day of March, 1945, and recorded or intended to be recorded among the land record books of Queen Anne's County aforesaid immediately preceding the recording of these presents.

TOGETHER, with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROVIDED, that if the said Joseph Holden, his heirs, executors, administrators or assigns, shall well and truly pay to the said Charles Carroll Barcus, his heirs and assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1,500.00) as represented in the aforesaid promissory note, and all interest to accrue thereon as above set forth, and shall perform all covenants, conditions and agreements herein on his part to be performed, then this mortgage shall be void.

AND until default be made in any of the covenants of this mortgage the said Joseph Holden, his heirs and assigns, shall possess said property.

AND the said Joseph Holden, for himself, and each of his heirs, executors, administrators and assigns, covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions, and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Charles Carroll Barcus, his heirs and assigns.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Charles Carroll Barcus, his heirs and assigns, or William McK. Gibson, of Queen Anne's County, State of Maryland, their duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party or parties selling may deem expedient, for cash or for cash and credit, at the option of the person or persons making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons making the sale, and to apply the proceeds of sale, to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Joseph Holden, his heirs and assigns.

AND it is hereby agreed that when default be made in any covenants or conditions contained in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale above granted the said Charles Carroll Barcus, his heirs and assigns, or the said William McK. Gibson, their Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under the foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and commissions on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Joseph Holden, for himself, and each of his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hand and seal of said Mortgagor:

JOSEPH HOLDEN (SEAL)  
Joseph Holden

Test:

SARA E. CONLON

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY that on this 14th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Joseph Holden and acknowledged the foregoing MORTGAGE to be his act.

IN TESTIMONY WHEREOF, I herewith subscribe my hand and affix my notarial seal, the day and year last above written.

NOTARY PUBLIC SEAL

SARA E. CONLON  
Notary Public

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

THIS IS TO CERTIFY that on the 14th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William McK. Gibson, Agent for Charles Carroll Barcus, and made oath in due form of law that the consideration stated in the within and foregoing MORTGAGE is true and bonafide as therein set forth, he having been duly authorized to make said oath.

IN TESTIMONY WHEREOF, I herewith subscribe my hand and affix my notarial seal, the day and year last above written.

NOTARY PUBLIC SEAL

SARA E. CONLON  
 Notary Public

For value received, to wit, the sum of Thirteen Hundred Dollars (\$1,300.00), being balance of principal debt due under the within and foregoing mortgage as of this date, and the note secured by said mortgage having been endorsed for said balance to The Centreville National Bank of Maryland, I do hereby transfer and assign said within and foregoing mortgage and the debt secured thereby unto The Centreville National Bank of Maryland, without recourse or guarantee.

WITNESS my hand and seal this first day of April, in the year nineteen hundred and forty eight.

CHARLES CARROLL BARCUS (SEAL)  
 Charles Carroll Barcus

WITNESS:

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

STATE OF MARYLAND,  
 QUEEN ANNE'S COUNTY, SCT.  
 I HEREBY CERTIFY THAT THIS  
ASSIGNMENT WAS RECEIVED FOR RECORD  
THIS 1ST DAY OF APRIL 1948, AND  
RECORDED IN LIBER ASG Jr. No. 10,  
fol. 574 Land RECORD BOOK FOR QUEEN  
ANNE'S COUNTY.

NELLIE B. WHITELEY CLERK

The Centreville National Bank of Maryland, a body corporate, the within mortgagee, for value received, hereby assigns the within and foregoing Mortgage unto Howard Wood for collection by foreclosure or otherwise.

Witness the hand of the said Mortgagee by A. Sydney Gadd, Jr., its President, and its corporate seal, duly attested, this 17th day of January, 1967.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By A. SYDNEY GADD, JR.  
 A. Sydney Gadd, Jr.  
 its President

Attest:

KATHERINE C. O'NEAL  
 Katherine C. O'Neal  
 its Asst. Cashier

STATE OF MARYLAND,  
 QUEEN ANNE'S COUNTY, SCT.  
 I HEREBY CERTIFY THAT THIS  
ASSIGNMENT WAS RECEIVED FOR RECORD  
THIS 18th DAY OF Jan., 1967, RE-  
18421 AND RECORDED IN LIBER ASG, JR.  
NO. 10 fol. 603, Land RECORD BOOK  
FOR QUEEN ANNE'S COUNTY.  
CHARLES W. CECIL CLERK

Filed Feb. 2, 1967.

THIS MORTGAGE, Made this 13th day of December in the year nineteen hundred and fifty-one by JOSEPH HOLDEN and EMMA DELINIA HOLDEN, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Joseph Holden and Emma Delinia Holden, his wife, are justly indebted unto The Centreville National Bank of Maryland, a body corporate, in the full and just sum of One Thousand Dollars (\$1000.00) for money this day loaned and advanced unto them, for which said sum they have drawn and passed their promissory note bearing even date herewith and payable three (3) months after date, bearing interest at the rate of five per centum (5%) per annum; and

WHEREAS, it was a condition precedent to making the aforesaid loan as represented by the aforesaid promissory note, that the same together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this mortgage, which mortgage is a second mortgage and is junior in lien to another mortgage from the said Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 10, folio 573.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Joseph Holden and Emma Delinia Holden, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot and parcel of land and premises situate in the Town of Centreville, Queen Anne's County, Maryland, and beginning at the northwest corner of the herein conveyed property, where said property corners with an alley way dividing the herein conveyed property and the property of Dora P. Chambers and running in an easterly direction with Water Street a distance of twenty-two feet, more or less, thence in a southerly direction sixty-two feet, more or less, thence in a westerly direction twenty-two feet, more or less, thence in a northerly direction sixty-two feet, more or less, to the place of beginning, adjoining the properties of H. F. McPherson and Dora P. Chambers, together with the right of use of a nine foot alley, lying and being between the property herein conveyed and the property of Dora P. Chambers, the said alley to be a joint alley for the owners of this land and Dora P. Chambers, their heirs and assigns; and

BEING the first parcel of land and premises described in a deed dated September 22, 1947 from Nellie G. Meredith, single, to the aforesaid Mortgagors, and recorded among the Land Records of Queen Anne's County in Liber ASGJr. No. 18, folio 177.

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

PROVIDED, that if the Mortgagor, Joseph Holden and Emma Delinia Holden, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee, The Centreville National Bank of Maryland, its successors or assigns, the aforesaid sum of One Thousand Dollars (\$1000.00), as represented by the aforesaid promissory note and any and all renewals or part renewals thereof and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagors, Joseph Holden and Emma Delinia Holden, his wife, their heirs and assigns, shall possess said property.

AND the Mortgagors, Joseph Holden and Emma Delinia Holden, his wife, their heirs, executors, administrators, and assigns hereby covenant with the Mortgagee, The Centreville National Bank of Maryland, its successors and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, The Centreville National Bank of Maryland, its successors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of this mortgage debt secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee, The Centreville National Bank of Maryland, its successors or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition



or agreement in this mortgage, or if the Mortgagors, Joseph Holden and Emma Delinia Holden, his wife, should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee, The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating, Jr., their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of \_\_\_\_\_ Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the mortgagee, The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating, Jr., their said Attorney, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagors, Joseph Holden and Emma Delinia Holden, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagors, Joseph Holden and Emma Delinia Holden, his wife, their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST:

KATHERINE C. O'NEAL

JOSEPH HOLDEN (SEAL)  
Joseph Holden

KATHERINE C. O'NEAL

EMMA DELINIA HOLDEN (SEAL)  
Emma Delinia Holden

STATE OF MARYLAND :

to wit:

COUNTY OF QUEEN ANNE:

I HEREBY CERTIFY that on this 13 day of December, in the year one thousand nine hundred and fifty-one- before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH HOLDEN and EMMA DELINIA HOLDEN, his wife, and they acknowledged the foregoing MORTGAGE to be their act.

AND at the same time also personally appeared A. Sydney Gadd, Jr., cashier of The Centreville National Bank of Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bonafide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC SEAL

KATHERINE C. O'NEAL Notary Public

The Centreville National Bank of Maryland, a body corporate, the within mortgagee, for value received, hereby assigns the within and foregoing Mortgage unto Howard Wood for collection by foreclosure or otherwise.

Witness the hand of said mortgagee by A. Sydney Gadd, Jr. its President, and its corporate seal, duly attested, this 17th day of January 1967.



## THE CENTREVILLE NATIONAL BANK OF MARYLAND

By A. SYDNEY GADD, JR.  
A. Sydney Gadd, Jr.  
its President

Attest: KATHERINE C. O'NEAL  
Katherine C. O'Neal  
its Asst. Cashier

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY, SCT.

THIS ASSIGNMENT WAS RECEIVED FOR RECORD  
THIS 18 DAY OF JAN. 1967 RE-18421 AND  
RECORDED IN LIBER TSP No. 3, fol. 426,  
LAND RECORD BOOK FOR QUEEN ANNE'S COUNTY.

CHARLES W. CECIL, CLERK

Filed Feb. 2, 1967

THIS MORTGAGE, made this third day of June, in the year nineteen hundred fifty-four, by Joseph Holden and Emma Delinia Holden, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors";

WHEREAS, the said Mortgagors are jointly and severally and justly indebted unto The Centreville National Bank of Maryland, a body corporate, hereinafter called "Mortgagee", in the full and just sum of One Thousand Dollars (\$1000.00), for money this day loaned and advanced unto them, as represented by a promissory note for the said sum of One Thousand Dollars (\$1,000.00), bearing even date herewith and payable three (3) months after date at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland with interest at the rate of five per centum (5%) per annum; and

WHEREAS, it was a condition precedent to making the aforesaid loan of One Thousand Dollars (\$1,000.00), as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this mortgage, the term "renewals" to include renewals or part renewals of the original or any renewal note; and

WHEREAS, this is a third mortgage, and is junior in lien to the two following mortgages: (1) first mortgage from Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the land records of said Queen Anne's County in Liber A.S.G., Jr. No. 10, folio 573; and (2) second mortgage from Joseph Holden and wife to The Centreville National Bank of Maryland, dated December 13, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 424;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Joseph Holden and Emma Delinia Holden, his wife, do hereby grant and convey unto the said body corporate, The Centreville National Bank of Maryland, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot and parcel of land and premises situate in the town of Centreville, Queen Anne's County, State of Maryland, and beginning at the north west corner of the herein conveyed property, where said property corners with an alley way dividing the hereinafter conveyed property, and the property of Dora P. Chambers and running in an easterly direction with Water Street, a distance of twenty two feet, more or less, thence in a southerly direction sixty two feet, more or less, thence in a westerly direction twenty two feet, more or less, thence in a northerly direction sixty two feet, more or less, to the place of beginning, adjoining the properties of H. F. McPherson and Dora P. Chambers, together with the right of use of a nine foot alley, lying and being between the property herein conveyed and the property of Dora P. Chambers, the said alley to be a joint alley for the owner of this land and Dora P. Chambers, their heirs and assigns.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, its successors or assigns, the aforesaid sum of One Thousand Dollars (\$1,000.00), as represented in the aforesaid promissory note, and any and all renewals thereof as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void.

AND until default be made in any of the covenants of this mortgage, the said Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that

may be levied thereon and on the property hereby conveyed, all costs and attorneys' commissions, and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said The Centreville National Bank of Maryland, its successors or assigns.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said The Centreville National Bank of Maryland, its successors or assigns, or Thomas J. Keating, Jr., of Queen Anne's County, State of Maryland, their and its duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party or parties selling may deem expedient, for cash or for cash and credit, at the option of the person or persons making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; third, the balance to said Mortgagors, their heirs and assigns.

AND it is hereby agreed that when default be made in any covenants or conditions contained in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale above granted the said The Centreville National Bank of Maryland, or its successors or assigns, or the said Thomas J. Keating, Jr., their and its said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and commissions on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commissions allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of said Mortgagors:

TEST: (as to Mortgagors):

KATHERINE C. O'NEAL

JOSEPH HOLDEN (SEAL)  
(Joseph Holden)

EMMA DELINIA HOLDEN (SEAL)  
(Emma Delinia Holden)

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

I Hereby Certify, that on this third day of June ---, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Joseph Holden and Emma Delinia Holden, his wife, and acknowledged the foregoing MORTGAGE to be their respective act; and at the same time before me personally appeared A. Sydney Gadd, Jr., cashier of The Centreville National Bank of Maryland, mortgagee, and made oath in due form of law that the consideration stated in the within and foregoing MORTGAGE is true and bonafide as therein set forth, and that he is the duly authorized officer of said body corporate to make this oath.

In Testimony Whereof, I herewith subscribe my hand and affix my notarial seal, the day and year last above written.

NOTARY PUBLIC SEAL

KATHERINE C. O'NEAL  
Notary Public

The Centreville National Bank of Maryland, a body corporate, the within mortgagee, for value received, hereby assigns the within and foregoing Mortgage unto Howard Wood for collection by foreclosure or otherwise.

Witness the hand of said Mortgagee by A. Sydney Gadd, Jr. its President, and its corporate seal, duly attested, this 17th day of January 1967.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

SEAL

By A. SYDNEY GADD, JR.  
A. Sydney Gadd, Jr.  
its President

Attest:

KATHERINE C. O'NEAL  
Katherine C. O'Neal  
its Asst. Cashier

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

I HEREBY CERTIFY THAT THIS ASSIGNMENT WAS RECEIVED FOR RECORD THIS 18th DAY OF JAN. 1967 RE - 18421 AND RECORDED IN LIBER TSP No 16 fol 181 Land RECORD BOOK FOR QUEEN ANNE'S COUNTY.

Charles W Cecil

CLERK

Filed Feb. 2, 1967

February 10, 1967

STATEMENT OF INDEBTEDNESS Estate Emma D. Holden, close of business February 10, 1967

Assigned Real Estate Mortgage C. Carroll Barcus Interest from 12/30/63 to 2/10/67 @ 6%	900.00 <u>168.00</u>	1,068.00
Note at 5%, secured by R. E. Mortgage Interest from 6/6/64 to 2/10/67	750.00 <u>100.42</u>	850.42
Note at 5%, Secured by R. E. Mortgage Interest from 6/4/64 to 2/10/67	875.00 <u>117.40</u>	992.40
Note, unsecured 6% Interest from 3/18/64 to 2/10/67	339.00 <u>59.33</u>	<u>398.33</u>
		3,309.15
Insurance Premium, paid Wm. WcKenney, Jr. Agent 4/9/66		46.40
Town Taxes paid 1/10/67 Town Commissioners 1966-67		29.82
County Taxes paid 2/1/67 Royden N. Powell, Treas. 1966-67		101.76
		<u>\$3,487.13</u>
LESS: Unsecured Note, above		<u>398.33</u>
		Mortgage Debt . . . \$3,088.80

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S:

I hereby certify that on this 10th day of February 1967, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr. President of the Centreville National Bank of Maryland, and made oath in due form of law that the Statement of Indebtedness is true and correct as therein set forth.

Witness my hand and notarial seal.

NOTARY PUBLIC SEAL

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

My Commission expires July 1, 1967

Filed Feb. 2, 1967

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To Wit:

I hereby certify that on this 2nd day of February, 1967, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Assignee, and made oath in due form of law that Joseph Holden and Emma Delinia Holden, the Mortgagors named in the Mortgages referred to in the foregoing

Order to Docket Suit, are not now nor have they been within six months prior hereto in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act and Amendments, said Mortgagors being deceased.

CHARLES W. CECIL  
Clerk

Filed Feb. 2, 1967.

STATE OF MARYLAND )  
                          ) SS:  
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, Howard Wood of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars (\$3,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, 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 2nd day of February, 1967;

WHEREAS, the above bounden principal, by virtue of the power contained in the three following described mortgages:

First Mortgage from Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the land records of Queen Anne's County, Maryland, in Liber A.S.G., Jr., No. 10, folio 573, duly assigned by Charles Carroll Barcus to The Centreville National Bank of Maryland, and being then duly assigned to Howard Wood;

Second Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated December 13, 1951, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 3, folio 424;

Third Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated June 3, 1954, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 16, folio 179; duly assigned to the above bounden principal for the purpose of foreclosure and collection, is about to sell the land and premises described in said mortgages, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the surety has caused this instrument of writing to be executed on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

LUCY BLACKISTON

HOWARD WOOD (SEAL)  
Howard Wood

Corp. Seal

HARTFORD ACCIDENT AND INDEMNITY CO.

By: HOWARD WOOD, 3rd  
Attorney in fact

ATTEST:

LUCY BLACKISTON

Security approved and Bond filed Feb. 2, 1967.

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 170, 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 2nd day of February in the year nineteen hundred and sixty-seven.

NOTARY PUBLIC SEAL

CHARLES W. CECIL

Clerk

Filed Feb. 2, 1967.

HOWARD WOOD, Assignee  
Centreville, Maryland  
Plaintiff

vs.

JOSEPH HOLDEN and EMMA  
DELINIA HOLDEN, his wife  
Mortgagors  
Defendants

\* In the Circuit Court for  
\*  
\* Queen Anne's County  
\*  
\*  
\* In Equity  
\* Cause No. 4836  
\*  
\*

REPORT OF SLAE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, Assignee, unto your Honors, respectfully shows:

1. That The Centreville National Bank of Maryland assigned the three following described mortgages of real estate of which it was the holder unto the undersigned for collection by foreclosure or otherwise after default had occurred in the terms of said mortgages by reason of the nonpayment of the principal debts, interest, insurance and taxes when due, namely:

(a) First Mortgage from Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the land records of Queen Anne's County, Maryland, in Liber A.S.G. Jr., No. 10, folio 573; assigned to The Centreville National Bank of Maryland;

(b) Second Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated December 13, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 424; and

(c) Third Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated June 3, 1954, and recorded among said land records in Liber T.S.P. No. 16, folio 179.

2. That the assignments above referred to are all duly recorded at the foot of the respective mortgages; and each of said mortgages contains a power of sale of the mortgaged property to be exercised by the Mortgagee, its successors and assigns, in the event of a default by the Mortgagors.

3. That prior to the day of sale hereafter mentioned, said Assignee filed with the Clerk of this Court a bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company as surety in the penal sum of Three Thousand Dollars (\$3,000.00), approved by said Clerk, containing the condition required by law relative to the foreclosure of mortgages under power of sale.

4. That thereafter said Assignee gave more than twenty days' previous notice of sale of the mortgaged property by advertisement of sale in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County aforesaid, the last such publication being less than one week prior to sale, a certificate of publication of said notice being filed with this report.

5. That pursuant to the advertised notice of sale, said Assignee did attend in front of the Court house door in Centreville, Queen Anne's County, Maryland, on the 10th day of February, 1967, at 1:30 o'clock P.M., and then and there proceeded to make sale of the property so mortgaged and advertised for sale in the following manner: the advertisement of sale published as aforesaid was read aloud by said Assignee; said Assignee then proceeded to offer for public sale at the time and place above mentioned to the highest bidder by William J. Barcus, Jr., Auctioneer, the real estate described in said mortgages and advertisement of sale; and after said auctioneer had cried this sale, said Assignee, at said time and place, in execution of the power of sale contained in said mortgages, sold said real estate unto The Centreville National Bank of Maryland, a body corporate, it being then and there the highest bidder therefor, at and for the sum of One Thousand Dollars (\$1,000.00), said high bid having been made on behalf of the said body corporate by the undersigned Howard Wood as its attorney and agent; and said Assignee is satisfied that said purchaser will make full settlement of the purchase price in accordance with the advertised terms of sale.



Respectfully submitted,

HOWARD WOOD  
Assignee

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, ss:

I HEREBY CERTIFY that on this 13th day of February, 1967, before me, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Howard Wood, and made oath in due form of law that the matters and facts set forth in the foregoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as Assignee, as therein reported, was fairly made.

CHARLES W. CECIL  
Clerk

Filed Feb. 13, 1967

ASSIGNEE'S SALE  
OF DWELLING

Default having occurred in the terms of the three following described Mortgages, all assigned to Howard Wood for collection by foreclosure or otherwise:

First Mortgage from Joseph Holden to Charles Carroll Barcus, dated March 14, 1945, and recorded among the land records of Queen Anne's County, Maryland, in Liber A.S.G., Jr., No. 10, folio 573, duly assigned by Charles Carroll Barcus to The Centreville National Bank of Maryland, and being then duly assigned to Howard Wood;

Second Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated December 13, 1951, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 3, folio 424; and

Third Mortgage from Joseph Holden and Emma Delinia Holden, his wife, to The Centreville National Bank of Maryland, dated June 3, 1954 and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 16, folio 179; the undersigned Assignee, by virtue of the power of sale contained in said mortgages, will offer at public sale in front of the Courthouse door in the Town of Centreville, Maryland, on

FRIDAY, FEBRUARY 10, 1967

commencing at 1:30 o'clock P.M., all of the following described real estate, to wit:

ALL that lot and parcel of land and premises situate on the south side of Water St. in the Town of Centreville, Queen Anne's County, State of Maryland, having a width of 22 feet and a depth of 62 feet, and adjoining the properties of or formerly of Dora P. Chambers and H. F. McPherson.

Improvements consist of a large 3-story building formerly Holden's Restaurant Property.

TERMS OF SALE

Twenty-five per cent (25%) 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 day of sale and be secured to the satisfaction of the undersigned. Full possession will 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, revenue and recordation tax stamps at purchaser's expense.

HOWARD WOOD  
Assignee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 2-13-67, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE OF DWELLING in the case of HOLDEN - BARCUS 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 10 day of FEB,



1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19 day of JAN 1967, and the last insertion on the 9 day of FEB, 1967.

THE RECORD-OBSERVER CORPORATION

By MARY LOU WALTERS

Filed Feb. 13, 1967

ORDER NISI ON SALE

HOWARD WOOD, Assignee  
Centreville, Maryland  
Plaintiff

In the Circuit Court  
for Queen Anne's County

vs.

In Equity

JOSEPH HOLDEN and EMMA  
DELINIA HOLDEN, his wife  
Mortgagors  
Defendants

Cause No. 4836

ORDERED, this 13th day of February, 1967, that the sale of the real property, made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 16th 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 successive weeks before the 9th day of March, 1967.

The report states the amount of sales to be \$ 1000.00.

CHARLES W. CECIL Clerk

Filed February 13, 1967

HOWARD WOOD, Assignee  
Centreville, Maryland  
Plaintiff

In the Circuit Court for  
Queen Anne's County

vs.

JOSEPH HOLDEN and EMMA  
DELINIA HOLDEN, his wife  
Mortgagors  
Defendants

In Equity  
Cause No. 4836

AFFIDAVIT OF PURCHASER

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

I, A. Sydney Gadd, Jr., President of The Centreville National Bank of Maryland, being first duly sworn according to law, do hereby depose and say as follows:

1. That The Centreville National Bank of Maryland, a body corporate, is not acting as the agent of anyone in purchasing the real estate sold to it by Howard Wood, Assignee in this Cause.

2. That no one other than said body corporate is interested as principal in the purchase of said real estate.

3. That said body corporate has not directly or indirectly discouraged anyone from bidding for the said property.

4. That this affiant is the agent of said body corporate duly authorized to make this affidavit.

WITNESS my hand this 16th day of February, 1967.

A. SYDNEY GADD, JR.  
A. Sydney Gadd, Jr.

SUBSCRIBED and sworn to before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, this 16 day of February, 1967.

NOTARY PUBLIC SEAL

KATHERINE C. O'NEAL  
Notary Public  
My Commission Expires July 1, 1967.

Filed Feb. 16, 1967

ORDER NISI ON SALE

Howard Wood, Assignee  
Centreville, Maryland  
Plaintiff

vs.

Joseph Holden and Emma Delinia  
Holden, his wife, Mortgagors  
Defendants

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

Cause No. 4836

Ordered, this 13th day of February, 1967, that the sale of the real property, made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 16th 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 successive weeks before the 9th day of March, 1967.

The report states the amount of sales to be \$1000.00.

CHARLES W. CECIL, Clerk

True Copy

Test: CHARLES W. CECIL, Clerk

Filed: February 13, 1967

3t-3-2

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 21, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4836 in the cases of JOSEPH HOLDEN & EMMA DELINA HOLDEN 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 MARCH, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16 day of FEB 1967, and the last insertion on the 2 day of MARCH, 1967.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Apr. 26, 1967

HOWARD WOOD, Assignee  
Centreville, Maryland  
Plaintiff

vs.

JOSEPH HOLDEN and EMMA  
DELINIA HOLDEN, his wife  
Mortgagors  
Defendants

\* In the Circuit Court for  
\*  
\* Queen Anne's County  
\*  
\* In Equity  
\*  
\* Cause No. 4836  
\*  
\*

FINAL RATIFICATION OF SALE

ORDERED by the Circuit Court for Queen Anne's County in Equity, this 26th day of April, 1967, that the sale of the real estate made and reported in this cause by Howard Wood, 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 preceding Order Nisi; and the Assignee is allowed the usual commissions and such proper expenses not personal as he shall produce vouchers thereof to the Auditor.

THOMAS J. KEATING, JR.

Judge

Filed April 26, 1967

HOWARD WOOD, Assignee

vs.

JOSEPH HOLDEN, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4836

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 Howard Wood, Assignee of the mortgages foreclosed in these proceedings, wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceeding and the amounts due under the mortgages. The mortgage deficiency appears to be in the sum of \$2,690.47.

2. That in the within account, the vendor is charged with the proceeds of sale, and he is allowed his commissions for making said sale, the Court costs in this cause, the several advertising costs, the auctioneer's fee, his premium on his corporate surety bond, the fee of your auditor for stating this audit, and the balance was directed to be paid to the Mortgagee as a credit on the money due under the mortgages foreclosed herein.

Respectfully submitted,

/s/ J. THOMAS CLARK

Auditor

October 25, 1967

Filed Oct. 25, 1967

Cause No. 4836

The proceeds of the sale of land reported in this cause, in account with Howard Wood, Assignee, of the mortgages foreclosed in these proceedings (and vendor of said land)

Cr.

1967

Apr. 26 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$1,000.00

Dr.

To Howard Wood, Assignee, of mortgages foreclosed (and vendor), his commissions for making sale, per terms of mortgages, to wit:-----	\$ 100.00	
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, for court costs, <u>pre</u> statement exhibited, to wit: 1-Costs of Chas. W. Cecil, Clerk--\$27.80 2-Appearance fee of Howard Wood, Atty.-----	10.00	37.80
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit: 1-For publishing Notice of Sale----\$56.25 2-For publishing Order Nisi of Sale- <u>14.00</u>		70.25
To do., for an amount due W. J. Barcus, Jr., Auctioneer, for crying said sale, per rules of Court, to wit:-----		25.00
To do., for an amount due Hartford Accident and indemnity Co., for the Assignee's corporate Surety bond filed in this cause, per statement exhibited, to wit:-----		12.00
To J. Thomas Clark, Auditor, for stating this audit and mailing out notices, the sum of-----		27.00
To The Centreville National Bank of Maryland, as a partial payment on the mortgage indebtednesses in the total sum of \$3,088.80, the balance or the sum of-----		712.95
	\$ 1,000.00	\$1,000.00

October 25, 1967

J. THOMAS CLARK  
Auditor

Filed Oct. 25, 1967

HOWARD WOOD, Assignee  
vs.  
JOSEPH HOLDEN, et al.,

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY no. 4836

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 25, 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:

- Howard Wood, Assignee  
Centreville, Maryland
- The Centreville National Bank of Maryland  
Centreville, Maryland
- Joseph Holden and Emma Delinia Holden, his wife,  
c/o Louise Cook Dodd, Administrator  
Ridgely, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 25, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 9, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 10, 1967.

J. THOMAS CLARK  
Auditor

Filed Oct. 25, 1967

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee	}	In the Circuit Court
vs.		for Queen Anne's County
Joseph Holden and Emma Delinia Holden, his wife, Mortgagors		In Equity
		Cause No. <u>4836</u>

ORDERED, this 25th. day of October, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th. day of November, 1967, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed October 25, 1967

Howard Wood, Assignee	}	In the Circuit Court for
vs.		Queen Anne's County
Joseph Holden and Emma Delinia Holden, his wife, Mortgagors		in Equity
		Cause No. 4836

FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. 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 Howard Wood, Assignee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed Nov. 10, 1967.

.....

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of February in the year nineteen hundred sixty-eight, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

JOHN M. INGEGNERI and  
ANGELINE E. INGEGNERI, his wife,  
6402 Kilmer Street  
Hyattsville, Maryland,

vs.

JOHNSON BOWIE, Executor of  
Estate of GORDON E. MEINL,  
101 Loyola Building  
22 W. Pennsylvania Ave.  
Towson, Maryland 21204

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IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
In Equity  
No. 4932

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

John M. Ingegneri and Angeline E. Ingegneri, his wife, Complainants, by F. Clifford Hane, their attorney, allege:

1. On September 13, 1965, the Complainants herein entered into a Contract of Sale with David M. Nichols Company, Agents for Gordon E. Meinl, under the terms of which Gordon E. Meinl, through his agents, David M. Nichols Company, agreed to sell and convey to the Complainants, and the Complainants agreed to purchase, the fee simple property known as Lot No. 11, Block 1, of the subdivision of Bay City, Section 1, situate and lying in Queen Anne's County, State of Maryland, at and for the purchase price of \$1,000.00, all of which will more fully appear by reference to said Contract, a copy of which has been duly recorded among the Land Records of Queen Anne's County, on August 2, 1966, in Liber C.W.C. No. 23, folio 342, and which is attached hereto and made a part hereof as "Exhibit No. 1".

2. At the time the Contract was executed, the Complainants paid to David M. Nichols Company the sum of \$200.00 on account of the purchase price, and agreed to pay the balance in cash, within thirty (30) days after the date of the agreement.

3. That prior to the expiration of said thirty day period, to wit: on September 21, 1965, the Complainants paid the balance of the purchase price to David M. Nichols Company, as Agents for Gordon E. Meinl, and have fully performed all things required of them by the Contract. The Respondent however, has failed and refused to convey the property in accordance with the terms of the contract.

4. The Complainants are suffering irreparable injury as a result of the Respondent's refusal to convey.

WHEREFORE, Your Complainants pray:

- (1) That the Contract be specifically enforced.
  - (2) That a Trustee be appointed to convey said property to the Complainants;
- and
- (3) That they may have such other and further relief as the case may require.

And as in duty bound, etc.

F. CLIFFORD HANE  
F. Clifford Hane,  
Attorney for Complainants,  
Wye River  
Queenstown, Md. 21658  
(Phone: 827-8787)

Filed Feb. 6, 1968

CONTRACT OF SALE  
BAY CITY  
Queen Anne's County, Maryland

Sales Representative  
DAVID M. NICHOLS & CO.  
15 West Franklin Street  
Baltimore 1, Maryland  
LEXington 9-6855

Eastern Shore Office  
Kent Island Shopping Center  
Stevensville, Maryland  
MISSION 3-2921

THIS AGREEMENT, Made this 13 day of September, 1965, by and between GORDON E. MEINL hereinafter called "Seller", and John M. Ingegneri & Angeline E. Ingegneri (wife), hereinafter called Purchaser(s).

WITNESS that in consideration of the sum of \$1,000.00 dollars, of which the sum of \$200.00 dollars has been paid prior to the signing of this Agreement, the Purchaser(s) hereby purchase from the Seller Lot 11 in Block 1 of the subdivision of Bay City Sec. I situate and lying in Queen Anne's County, State of Maryland. The balance of said purchase price shall be paid: (a) the sum of \$800.00 dollars in cash within five days (5) after date of this agreement; (b) the balance of XXXXXXXXXXXX dollars in cash on or before XXXXXXXXXX days from date of this agreement, or in monthly payments of XXXXXXXXXX dollars each, which shall include interest on the aforesaid unpaid principal balance at six per cent (6%) per annum, beginning for the first thereof on the XXXXXXX day of each succeeding month thereafter until the whole of said purchase price, with interest as aforesaid, shall have been paid. The said monthly payments shall be applied first to taxes, interest and principal. Principal and interest shall be credited and adjusted on a monthly direct reduction basis.

Upon acceptance by the Seller, this contract shall constitute the entire agreement of the parties hereto; provided, however:

1. That upon full payment of the purchase price, the Seller will prepare and deliver to the Purchaser(s) a special warranty deed conveying the above mentioned lot or lots, free of all encumbrances but subject to the restrictions and conditions contained on the reverse of this contract, and subject also to any easements, restrictions, covenants and conditions visible or of public record. The Purchaser(s) agree(s) to pay costs of such conveyance including notary fees, revenue stamps and all recording charges. Restrictions attached and made a part of this contract.
2. Time shall be the essence of this contract. In the event that the Purchaser(s) shall fail to make monthly payments as hereinabove provided, the Seller may declare this contract void, and shall retain as liquidated damages for breach of contract all amounts paid prior to the time of such default. A notice from the Seller, by registered mail, to the Purchaser(s) at the Purchaser(s) last address contained in the Seller's records shall be sufficient to declare this contract void and terminated.
3. This agreement shall be and constitute the Purchaser(s)'s application for membership in Pheasant Club. In the event that application to said Pheasant Club is disapproved, then this agreement shall be inoperative and void, and all deposits made by the Purchaser(s) shall be refunded.
4. No assignment of this agreement shall be made by the Purchaser(s), or by any subsequent holder thereof, without the written consent of the Seller.

Date: September 13, 1965

Sales Representative

JOHN M. INGEGNERI (SEAL)  
John M. Ingegneri (Purchaser)

By JOHN R. BURKENTINE

ACCEPTED

ANGELINE E. INGEGNERI (SEAL)  
Angeline E. Ingegneri (wife) (Purchaser)

DAVID M. NICHOLS COMPANY, Agents  
for (Seller) Gordon E. Meinl

6402 Kilmer St., Hyattsville, Md.  
(address)

By David M. Nichols

Cable Spler Sp 3-4478  
(Occupation) (Telephone)

Date September 14, 1965

Filed Feb. 6, 1968



Circuit Court For Queen Anne's County

Equity Summons:

March Return Day  
Dile No. 4932  
Docket C.W.C. #1, fol.330

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

TO: Johnson Bowie, Executor of Estate of Gordon E. Meinl  
101 Loyola Building  
22 W. Pennsylvania Ave.  
Towson, Maryland 21204

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

John M. Ingegneri and Angeline E. Ingegneri, his wife  
6402 Kilmer Street  
Hyattsville, Maryland

Issued the 6th. day of Feb. 1968.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: F. Clifford Hane  
Wye River  
ADDRESS: Queenstown, Md. 21658  
Phone: 827-8787

CHARLES W. CECIL  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SEALS PLACE

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 19  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Feb. 13, 1968

Copy Bill of Complaint served on Johnson Bowie on this 7 day of Feb 1968

Gilbert L Deyle  
Sheriff of Balto. Co.  
Cost \$4.00

JOHN M. INGEGNERI and  
ANGELINE E. INGEGNERI, his wife

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

v s.

JOHNSON BOWIE, EXECUTOR  
ESTATE OF GORDON E. MEINL

IN EQUITY

: : :

Johnson Bowie, Executor of the Estate of Gordon E. Meinl, Defendant, in answer to the bill of complaint, says:

1. That he is without knowledge as to the execution of the contract of sale and when he examined the Land Records of Queen Anne's County did find the alleged contract recorded as set forth in Paragraph 1; however, the examination of said Land Records further indicate that title is in Gordon E. Meinl, Individually, and your Defendant has been unable to find any authorization or employment of The

Bridgeside Company and/or David M. Nichols Company to sell any property owned by Gordon E. Meinl, nor do the records of Gordon E. Meinl or that of his accountant indicate that he received any payment on account of the purchase price from the Plaintiffs.

2. That he is without knowledge of the matters and facts alleged in Paragraph 2.

3. That he is without knowledge as to what the Complainants have performed and also denies that the contract is valid and enforceable as against the Defendant or his personal representative.

4. That Paragraph 4 is a formal averment and does not require an answer under Rule 370 b 1.

JOHNSON BOWIE  
Johnson Bowie, Executor  
Estate of Gordon E. Meinl, Defendant  
101 Loyola Building  
22 West Pennsylvania Avenue  
Towson, Maryland 21204  
Phone: 825-6014

I HEREBY CERTIFY THAT COPY OF THE AFOREGOING WAS MAILED TO F. Clifford Hane, Attorney for Complainants, Wye River, Queenstown, Maryland 21658.

JOHNSON BOWIE  
Johnson Bowie, Executor  
Estate of Gordon E. Meinl, Defendant

Filed Mar. 4, 1968

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

No. 4932, October Term, 1968

JOHN M. INEGNERI, et ux.

vs.

JOHNSON BOWIE, Executor, etc.

Mr. Charles W. Cecil, Clerk.

Issue Writ of Subpoena for

Catherine C. Wallman  
c/o Queen Anne's Record-Observer  
Centreville, Md. 21617

Ruth Foster  
c/o Carlton L. Foster, Inc.  
Kent Island Shopping Center  
Stevensville, Md. 21666

to testify for Complainant  
on Oct. 16, 1968, at 1:30 P.M.  
in the above entitled case.

F. CLIFFORD HANE

Attorney for Complainant

Filed 14th day of October 1968

CHARLES W. CECIL

No. 4932 Chy.                      Oct. Term 1968

John M. Ingergneri, et ux

SEALS                                      vs.  
PLACE

JOHNSON BOWIE, Executor etc.

STATE OF MARYLAND

To Catherine C. Wallman  
c/o Queen Anne's Record-Obwerver  
Centreville, Md. 21617

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on 16th day of October, 1968, @ 1:30 o'clock P.M., to testify for the

Complainant

in the above entitled case.

Issued this 14th day of October, 1968.

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

CHARLES W. CECIL Clerk

Attorney for Complainant  
F. Clifford Hane  
Queenstown, Md.

Filed Oct. 15, 1968

SUMMOND 10-14-68

Walter Clough  
Deputy Sheriff

No. 4932 October Term, 1968

John M. Ingegneri, et ux.

SEALS PLACE vs.

Johnson Bowie, Executor etc.

STATE OF MARYLAND

To Ruth Foster  
676 Carlton L. Foster, Inc.  
Kent Island Shopping Center  
Stevensville, Md. 21666

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on 16th day of October, 1968, @ 1:30 o'clock P.M., to testify for the

Complainant

in the above entitled case.

Issued this 14th day of October, 1968.

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

CHARLES W. CECIL Clerk

Attorney for Complainant

F. Clifford Hane  
 Queenstown, Md.

Filed Oct. 15, 1968

SUMMOND 10-14-68

Walter Gough  
 Deputy Sheriff

JOHN M. INGEGERI AND  
ANGELINE . INGEGERI,  
his wife,

Complainants,  
vs.

JOHNSON BOWIE, Executor of  
Estate of GORDON E. MEINL,  
Respondent.

\* IN THE  
\* CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* In Equity  
\* No. 4932  
\*

DECREE

Upon the Bill of Complaint for Specific Performance and the Answer thereto filed herein, and testimony thereon having been heard on October 16, 1968, it is ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of March, 1969, that the contract of sale therein set forth be and the same is hereby specifically enforced in favor of the Complainants; and

IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Johnson Bowie, Executor of the Estate of Gordon E. Meinl, be and he is hereby directed to execute a deed whereby the fee simple property known as Lot No. 11, Block 1, of the subdivision of Bay City, Section 1, be granted and conveyed to the Complainants herein,, John M. Ingegneri and Angeline E. Ingegneri, his wife; and

IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that all taxes and other public charges and assessments be adjusted to October 16, 1968, and that the said Johnson Bowie, Execuotr of the Estate of Gordon E. Meinl, pay the costs of these proceedings.

GEORGE B. RASIN, JR.  
Judge.

Filed March 26, 1969

JOHN M. INGEGERI and  
ANGELINE E. INGEGERI, his wife  
vs.

JOHNSON BOWIE, EXECUTOR  
ESTATE OF GORDON E. MEINL

: IN THE CIRCUIT COURT  
: FOR QUEEN ANNE'S COUNTY  
: In Equity  
: No. 4932

MOTION TO SET ASIDE DECREE

Johnson Bowie, Defendant, by Edward Turner, his attorney, moves pursuant to Maryland Rule 625, to set aside the decree in favor of the Plaintiffs for specific performance and costs, entered on March 24, 1969. The grounds of the motion are as follows:

1. The Bill of Complaint was filed in this action by the Plaintiffs for a specific performance on the Contract of Sale for certain real estate in Queen Anne's County. This Honorable Court ruled that specific performance was in order and agreed to sign decree to that effect. The Plaintiffs prepared a decree and submitted it for the Court's signature without any notice to the Defendant or his attorney and without providing a copy to the Defendant or his attorney for approval.

2. That subsequent to the filing and signing of said decree, a certified copy of which was never sent to the Defendant or his attorney, the decree was thereby entered by mistake or irregularity and was entered by surprise against the Defendant.

3. That your Defendant, not having knowledge of the entrance of the decree dated Mar. 24, 1969, prepared a decree and submitted it to the Court for signing whereupon he learned for the first time that a decree had been entered and signed.

4. The Defendant has acted in good faith with reasonable diligence in setting aside the decree. He assumed, not having received any notice of a decree being entered,

that said decree had not been filed and without notice to him and without any reason for him to expect it or to be on guard against it.

5. The Defendant in this action desires a review of this case in the Court of Appeals of Maryland, and the decree must, therefore, be set aside before an appeal will lie, said decree having become enrolled.

EDWARD TURNER  
Edward Turner  
109 Lawyers Row  
Centreville, Maryland 21617  
758-1795  
Attorney for Defendant

JOHNSON BOWIE,  
Johnson Bowie, Executor

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 4th day of June, 1969, that before me, a Notary Public, in and for the State and County aforesaid, personally appeared JOHNSON BOWIE, who made oath in due form of law that the foregoing facts as set out in this Motion are true and correct to the best of his information, knowledge and belief.

NOTARY PUBLIC SEAL

SARA A. SAUER  
Sara A. Sauer, Notary Public

I HEREBY CERTIFY this 23 day of June, 1969, that a copy of the foregoing Motion was mailed to F. Clifford Hane, Wye River, Queenstown, Maryland 21658, Attorney for Plaintiffs.

EDWARD TURNER  
Edward Turner  
Attorney for Defendant

Filed June 23, 1969

MOTION DENIED THIS 8th DAY OF APRIL 1970.

GEORGE B. RASIN, JR.  
JUDGE

JOHN M. INGEGNERI and  
ANGELINE E. INGEGNERI, his wife

vs.

JOHNSON BOWIE, EXECUTOR  
ESTATE OF GORDON E. MEINL

: IN THE CIRCUIT COURT  
:  
: FOR QUEEN ANNE'S COUNTY  
:  
: In Equity  
\* : No. 4932

LEGAL MEMORANDUM  
IN SUPPORT OF MOTION TO SET ASIDE DECREE

Maryland Rules of Procedure, Rule 625.

Simms vs. Simms, 178 Md. 350, 13 Atl. 2nd, 326

EDWARD TURNER  
Edward Turner  
109 Lawyers Row  
Centreville, Maryland 21617  
Attorney for Defendant

Filed June 23, 1969





3. That your Complainants have fully performed all things required of them by the Contract, but the Respondent however, has failed and refused to convey the property in accordance with the terms of the Contract.

4. That your Complainants are suffering irreparable injury as the result of Respondent's refusal to convey.

WHEREFORE Your Complainants pray:

- (1) That the Contract be specifically enforced.
- (2) That a Trustee be appointed to convey said property to the Complainants; and
- (3) That they may have such other and further relief as the case may require.

And as in duty bound, etc.

F. CLIFFORD HANE

F. Clifford Hane,  
 Attorney for Complainants,  
 Wye River  
 Queenstown, Md. 21658  
 (Phone: 827-8787)

Filed Feb. 6, 1968

No560206 Rel6510 Received For Record Aug. 2, 1966

Option to pay cash on balance for \$620.00 within 90 days less the monthly payments  
 SEE RESTRICTIONS ATTACHED WHICH BECOME A PART OF THIS CONTRACT

SALES REPRESENTATIVE  
 DAVID M. NICHOLS & CO.  
 15 West Franklin Street  
 Baltimore 1, Maryland  
 LExington 9-6855

SALES CONTRACT

BAY CITY

Queen Anne's County, Maryland

Eastern Shore Office  
 Kent Island Shopping Center  
 Stevensville, Maryland  
 Mission 3-2921

Received of THOMAS C. MCGINNIS & CYNTHIA L. MCGINNIS a deposit of \$1.00 as part payment for purchase from The Bridgeside Company of Blk 8 Lot 8 Section I of the subdivision Bay City in Queen Anne's County, Maryland, the total purchase price to be \$ 790.00 TERMS: \$ 99.00 in cash (of which the above deposit shall be a part) to be paid within <sup>15</sup>~~five~~ days after this date; remainder to be paid in monthly sums of \$ 11.94 or more on the 1st Nov. day of each succeeding month, with interest at the rate of 6% per annum on the unpaid balance, until the entire purchase price is paid. Monthly payments shall be applied to principal, interest and taxes, and principal shall be credited monthly and interest shall be adjusted monthly.

Upon acceptance by The Bridgeside Company this receipt, including the conditions and restrictions as recorded among the land records of Queen Anne's County, copy of which has been received by purchaser, shall constitute the entire contract with the purchaser, subject to the following provisions:

- 1. Upon full payment of the purchase price, The Bridgeside Company will prepare and deliver to the purchaser a special warranty deed conveying the above mentioned lot or lots, free and clear of encumbrances, but subject to the restrictions and conditions as recorded among the land records of Queen Anne's County,

copy of which has been received by purchaser. The purchaser agrees to pay the cost of such conveyance including notary fees, revenue stamps and all recording charges.

2. Time shall be the essence of this contract and in the event the Purchaser shall fail to make any payment as hereinabove provided, The Bridgeside Company may declare this contract void, and all amounts paid prior to the time of such default shall be and become the property of and shall be retained by The Bridgeside Company as liquidated damages for the breach of this contract. In the event of a breach by the Purchaser, the surrender of any outstanding purchase note by The Bridgeside Company to the purchaser shall constitute sufficient notice of its intention to declare this contract void.

3. The agreement shall be subject to the Purchaser's application for membership in the Chester Beach Club, Inc. being approved by the membership committee. In the event of disapproval this agreement shall be inoperative and the deposit made by the purchaser shall be returned.

4. No assignment of this agreement shall be made by the Purchaser, or by any subsequent holder thereof, without the written consent of The Bridgeside Company.

Date: Sept. 30, 1962

THOMAS C. MCGINNIS  
(Purchaser)

CYNTHIA L. MCGINNIS  
(Purchaser)

4427 Pen Lucy Rd. Balto. 29, Md.  
(Address)

WI 7-2005 Amer. Tel. & Tel.  
(Telephone) (Occupation)

DAVID M. NICHOLS & CO.  
Sales Representative

By Ruth Foster

Realtor \_\_\_\_\_

ACCEPTED: Date October 14, 1962

THE BRIDGESIDE COMPANY, Agents for  
Gordon E. Mehl

By DAVID M. NICHOLS  
President

Filed Feb. 6, 1968

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

March Return Day  
File No. 4933  
Docket C.W.C. #1, folio 331

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

TO: Johnson Bowie, Executor of  
Estate of Gordon E. Mehl  
101 Loyola Building  
22 W. Pennsylvania Ave.  
Towson, Maryland 21202

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

Thomas C. McGinnis and Cynthia L. McGinnis, his wifw,  
4427 Pen Lucy Road  
Baltimore, Maryland 21229

Issued the 6th. day of Feb. 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: F. Clifford Hane CHARLES W. CECIL  
Wye River Clerk  
ADDRESS: Queenstown, Md. 21658 (Seal of Court)  
Phone: 827-8787

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 19, 1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy Bill of Complaint Served on Johnson Bowie on this 7 day of Feb 1968

Gilbert L. Deyle  
Sheriff of Balto. Co.  
Cost \$4.00

Filed Feb. 13, 1968.

THOMAS C. McGINNIS and  
CYNTHIA L. McGINNIS, his wife

vs.

JOHNSON BOWIE, EXECUTOR  
Estate of Gordon E. Meidl

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

: IN EQUITY

: : : : : : : : : : :

Johnson Bowie, Executor of the Estate of Gordon E. Meidl, Defendant, in answer to the bill of complaint, says:

1. That he is without knowledge as to the execution of the contract of sale and when he examined the Land Records of Queen Anne's County did find the alleged contract recorded as set forth in Paragraph 1; however, the examination of said Land Records further indicate that title is in Gordon E. Meidl, individually, and your Defendant has been unable to find any authorization or employment of The Bridgeside Company and/or David M. Nichols Company to sell any property owned by Gordon E. Meidl, nor do the records of Gordon E. Meidl or that of his accountant indicate that he received any payment on account of the purchase price from the Plaintiffs.

2. That he is without knowledge of the matters and facts alleged in Paragraph 2.

3. That he is without knowledge as to what the Complainants have performed and also denies that the contract is valid and enforceable as against the Defendant or his personal representative.

4. That Paragraph 4 is a formal averment and does not require an answer, under Rule 370 b 1.

JOHNSON BOWIE  
-----  
Johnson Bowie, Executor  
Estate of Gordon E. Meidl, Defendant  
101 Loyola Building  
22 West Pennsylvania Avenue  
Towson, Maryland 21204  
Towson, Maryland 21204  
Phone: 825-6015

I HEREBY CERTIFY that copy of the foregoing was mailed to F. Clifford Hane, Attorney for Complainants, Wye River, Queenstown, Maryland 21658.

JOHNSON BOWIE  
-----  
Johnson Bowie, Executor  
Estate of Gordon E. Meidl  
Defendant

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

No. 4933, October Term, 1968

THOMAS C. MCGINNIS, et ux.

v s.

JOHNSON BOWIE, Executor, etc.

Mr. Charles W. Cecil, Clerk.

Issue Writ of Subpoena for

Catherine C. Wallman  
c/o Queen Anne's Record-  
Observer  
Centreville, Md. 21617

Ruth Foster  
c/o Carlton L. Foster, Inc.  
Kent Island Shopping Center  
Stevensville, Md. 21666

to testify for Complainant  
on Oct. 16, 1968, at  
in the above entitled case. 1:30 PM

F. CLIFFORD HANE

Attorney for Complainant

Filed 14th day of October 1968

CHARLES W. CECIL, CLERK

Chy. No. 4933 October Term, 1968

Thomas C. McGinnis, et ux

SEALS PLACE

vs.

Johnson Bowie, Executor etc.

STATE OF MARYLAND

To Catherine C. Wallman  
c/o Queen Anne's Record-Observer  
Centreville, Md. 21617

You are hereby commanded to be and  
appear before the Circuit Court for  
Queen Anne's County, Centreville, Mary-  
land, on 16th day of October,  
1968, @ 1:30 o'clock P. M.,  
to testify for the

Complainant

in the above entitled case.

Issued this 14th day of

October, 1968.

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

CHARLES W. CECIL Clerk

Attorney for Complainant  
F. Clifford Hane  
Queenstown, Md.

SUMMONED 10-14-68

Walter Clough  
Deputy Sheriff

Filed October 15, 1968

No. 4933 Chy. October Term, 1968

THOMAS C. MCGINNIS et ux

SEALS PLACE vs.

JOHNSON BOWIE, Executor etc.

STATE OF MARYLAND

To Ruth Foster  
c/o Carlton L. Foster, Inc.  
Kent Island Shopping Center  
Stevensville, Md. 21666

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on 16th day of October 1968 @ 1:30 o'clock P. M., to testify for the

Complainant

in the above entitled case.

Issued this 14th day of October, 1968

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

Charles W. Cecil Clerk

Attorney for Complainant  
F. Clifford Hane  
Queenstown, Md.

Filed Oct. 15, 1968.



THOMAS C. MCGINNIS and  
CYNTHIA L. MCGINNIS,  
his wife,  
Complainants,

vs.

JOHNSON BOWIE, Executor of  
Estate of GORDON E. MEINL,  
Respondent.

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IN THE  
CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
In Equity  
No. 4933

DECREE

Upon the Bill of Complaint for Specific Performance and the Answer thereto filed herein, and testimony thereon having been heard on October 16, 1968, it is ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of March, 1969, that the contract of sale therein set forth be and the same is hereby specifically enforced in favor of the Complainants; and

IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Johnson Bowie, Executor of the Estate of Gordon E. Meinl, be and he is hereby directed to execute a deed whereby the fee simple property known as Lot No. 8, Block 8, of the subdivision of Bay City, Section 1, be granted and conveyed to the Complainants herein, Thomas C. McGinnis and Cynthia L. McGinnis, his wife; and

IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that all taxes and other public charges and assessments be adjusted to October 16, 1968, and that the said Johnson Bowie, Executor of the Estate of Gordon E. Meinl, pay the costs of these proceedings.

GEORGE B. RASIN, JR.  
Judge.

Filed March 26, 1969.

THOMAS C. MCGINNIS and  
CYNTHIA L. MCGINNIS

vs.

JOHNSON BOWIE, EXECUTOR  
ESTATE OF GORDON E. MEINL

: IN THE CIRCUIT COURT  
:: FOR QUEEN ANNE'S COUNTY  
: In Equity  
: No. 4933  
:

MOTION TO SET ASIDE DECREE

Johnson Bowie, Defendant, by Edward Turner, his attorney, moves, pursuant to Maryland Rule 625, to set aside the decree in favor of the Plaintiffs for specific performance and costs, entered on March 24, 1969. The grounds of the motion are as follows:

1. The Bill of Complaint was filed in this action by the Plaintiffs for a specific performance on the Contract of Sale for certain real estate in Queen Anne's County. This Honorable Court ruled that specific performance was in order and agreed to sign decree to that effect. The Plaintiffs prepared a decree and submitted it for the Court's signature without any notice to the Defendant or his attorney and without providing a copy to the Defendant or his attorney for approval.

2. That subsequent to the filing and signing of said decree, a certified copy of which was never sent to the Defendant or his attorney, the decree was thereby entered by mistake or irregularity and was entered by surprise against the Defendant.

3. That your Defendant, not having knowledge of the entrance of the decree dated May 24, 1969, prepared a decree and submitted it to the Court for signing whereupon he learned for the first time that a decree had been entered and signed.

4. The Defendant has acted in good faith with reasonable diligence in setting aside the decree. He assumed, not having received any notice of a decree being entered, that said decree had not been filed and without notice to him and without any reason for him to expect it or to be or guard against it.

5. The Defendant in this action desires a review of this case in the Court of Appeals of Maryland, and the decree must, therefore, be set aside before an appeal will lie, said decree having become enrolled.

EDWARD TURNER  
Edward Turner  
109 Lawyers Row  
Centreville, Maryland 21617  
758-1795  
  
Attorney for Defendant

JOHNSON BOWIE  
Johnson Bowie, Executor

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 4th day of June, 1969, that before me, a Notary Public, in and for the State and County aforesaid, personally appeared JOHNSON BOWIE, who made oath in due form of law that the foregoing facts as set out in this Motion are true and correct to the best of his information, knowledge and belief.

NOTARY PUBLIC SEAL

SARA A. SAUER  
Sara A. Sauer, Notary Public

I HEREBY CERTIFY this 23 day of June, 1969, that a copy of the foregoing Motion was mailed to F. Clifford Hane, Wye River, Queenstown, Maryland 21658, Attorney for Plaintiffs.

EDWARD TURNER  
Edward Turner  
Attorney for Defendant

Filed June 23, 1969

MOTION DENIED THIS 8TH DAY OF APRIL, 1970.

GEORGE B. RASIN, JR.  
JUDGE

THOMAS C. MCGINNIS and : IN THE CIRCUIT COURT  
CYNTHIA L. MCGINNIS : FOR QUEEN ANNE'S COUNTY  
vs. : In Equity  
JOHNSON BOWIE, EXECUTOR : No. 4933  
ESTATE OF GORDON E. MEINL :

LEGAL MEMORANDUM  
IN SUPPORT OF MOTION TO SET ASIDE DECREE

Maryland Rules of Procedure, Rule 625.  
Simms vs. Simms, 178 Md. 350, 13 Atl. 2nd, 326

EDWARD TURNER  
Edward Turner  
109 Lawyers Row  
Centreville, Maryland 21217  
  
Attorney for Defendant

Filed June 23, 1969

THOMAS C. MCGINNIS and  
CYNTHIA L. MCGINNIS  
  
VS.  
  
JOHNSON BOWIE, EXECUTOR  
ESTATE OF GORDON E. MEINL

: IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
  
: In Equity  
No. 4933  
:

MOTION FOR HEARING

Mr. Clerk:

Please set the above-entitled matter in for a hearing at your earliest convenience.

EDWARD TURNER  
Edward Turner  
109 Lawyers Row  
Centreville, Maryland 21617  
Attorney for Defendant

Filed June 23, 1969.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of October, in the year nineteen hundred sixty-eight, the following ORDER TO DOCKET SUIT was brought to be recorded, to wit:-

F. CLIFFORD HANE,  
Assignee of Mortgage,  
Queenstown, Md.  
21658

vs.

THOMAS FRANK KOLLEFRATH, and  
SYLVIA G. KOLLEFRATH,  
his wife,

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IN THE  
CIRCUIT COURT  
  
FOR  
QUEEN ANNE'S COUNTY  
  
In Equity  
No. 4987

ORDER TO DOCKET SUIT

To: Charles W. Cecil, Clerk.

Mr. Clerk:

You will please docket suit as per the above titleing for foreclosure and collection of the mortgage from Thomas Frank Kollefrath and Sylvia G. Kollefrath, his wife, to Queenstown Bank of Maryland, dated December 7, 1965, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 19, folio 108, and duly assigned by Assignment dated October 2, 1968, and recorded among said Land Records in Liber CWC 19 folio 109, unto F. Clifford Hane, for foreclosure and collection, default having occurred in the terms thereof by reason of the non-payment of principal and interest payable under the terms of said mortgage, after demand therefor was made; and you will file herewith the original mortgage and assignment, as well as the accompanying affidavit.

F. CLIFFORD HANE  
F. Clifford Hane, Assignee  
Queenstown, Md. 21658  
Telephone: 827-8787

Filed Oct. 8, 1968

AFFIDAVIT

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

I HEREBY CERTIFY that on this 8th day of October, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Assignee as aforesaid, and made oath in due form of law, to the best of his knowledge, information and belief, that the said Thomas Frank Kollefrath and Sylvai G. Kollefrath, his wife, reside at Beresford Road, Route #3, Box 408A, Deland, Florida, and that they are not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland

of 1941, nor have they been in such Military Service within three months prior hereto.

AS WITNESS My hand and Notarial Seal.

NOTARY PUBLIC SEAL

YVONNE W. QUIMBY  
Notary Public  
Com. expires 7-1-69

Filed Oct. 8, 1968

STATEMENT OF MORTGAGE INDEBTEDNESS

Unpaid principal of mortgage dated December 7, 1965,	\$ 4,860.24
Interest at 6% from June 7, 1968 to October 8, 1968, 124 days @ 80¢,	99.20
Advanced to Clerk - Assignment of mortgage for foreclosure and collection,	<u>2.00</u>
Total due on mortgage computed to October 8, 1968 inclusive,	<u>\$ 4,961.44</u>

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

I HEREBY CERTIFY that on this 8th day of October, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

YVONNE W. QUIMBY  
Notary Public  
Com. expires 7-1-69

Filed Oct. 8, 1968

I HEREBY CERTIFY that a copy of the foregoing Order to Docket Suit was mailed this 8th day of October, 1968, by Certified Mail, Return Receipt Requested, to Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, Beresford Road, Route #3, Box 408A, Deland, Florida, this being the last known address of the parties defendant.

F. CLIFFORD HANE  
F. Clifford Hane, Assignee

Filed Oct. 8, 1968

No54976  
Rel3603 RECEIVED FOR RECORD Dec. 7, 1965

FIRST PURCHASE MONEY  
THIS MORTGAGE, made this 7th day of December, 1965, by and between Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, of Queenstown, Maryland, of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of -----Six Thousand Dollars----- (\$ 6,000.00) payable, with interest thereon from the date hereof at the rate of six (6%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Payable on demand after date with privilege of paying \$66.62 a month until loan is called.

AND WHEREAS the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land, improved by a two story frame dwelling house and outbuildings, known as the "Jacob Denny Property", the "John Bishop Property" or the "Effie Bishop Property", situate, lying and being in the Town of Queenstown in the Fifth Election District of Queen Anne's County, State of Maryland, located on the right or westerly side of the County, State of Maryland, located on the right or westerly side of the old State Road formerly leading from Centreville through Queenstown to Kent Island, adjoining on the south the John C. Cole Property, formerly of Richard E. Davidson, adjoining on the north the property of Harriett Canterbury, formerly of B. E. Cockey, adjoining on the rear or westerly side the "DeRochebrune Lots", lands formerly of Nathan Draper, and bounded on the easterly side the aforesaid State Road, and which lands are more particularly described as follows, to wit:

BEGINNING for the same at a point on the northwest side of said road where the second post from the picket fence formerly stood (said point now marked by a sonthe), and running thence with and along said road according to a survey made in the year 1892

South  $36\frac{1}{2}$  deg. west, 4.44 perches (73.26 feet); thence

North  $45\frac{1}{2}$  deg. west, 29.44 perches (485.76 feet); thence

North 62 deg. east, 4.6 perches (75.90 feet); and thence

South  $45\frac{1}{2}$  deg. east, 27.4 perches (452.10 feet) to the place of

beginning, containing Three (3) Roods and Four and eight tenths (4.8) perches, more or less.

Being the same property conveyed unto John T. Bishop and Jessie E. Bishop, his wife, as tenants by the entireties, and unto the survivor, by Wm. T. Bishop and others by deed dated October 24, 1951, and recorded in Land Liber T.S.P. No. 3, folio 539, of which property the said Jessie E. Bishop became solely vested as surviving spouse upon the death of John T. Bishop in Queen Anne's County, Maryland, on August 11th, 1963.

And being the same property conveyed unto the Mortgagors herein by Jessie E. Bishop by deed bearing even date herewith and intended to be recorded immediately preceding the recording of this First Purchase Money Mortgage.

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 deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver

as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or JOHN PALMER SMITH his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

HELEN E. PARDEE as to: THOMAS FRANK KOLLEFRATH (SEAL)  
Thomas Frank Kollefrath

HELEN E. PARDEE as to: SYLVIA G. KOLLEFRATH (SEAL)  
Sylvia G. Kollefrath

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

On this the 7th day of December, 1965, before me, \*a Notary Public of the State & County aforesaid, the undersigned officer, personally appeared Thomas Frank Kollefrath and Sylvia G. Kollefrath, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained; and at the same time appeared John Palmer Smith, Atty. & Agent for Queenstown Bank of Maryland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

NOTARY PUBLIC SEAL

E. HELEN/PARDEE  
Notary Public.

FOR VALUE RECEIVED, the undersigned, Queenstown Bank of Maryland hereby assigns the within mortgage and the note thereby secured to F. Clifford Hane, its duly constituted attorney, for foreclosure & Collection.

WITNESS the hands of said body corporate by John W. Gibson, Chairman of the Board, duly attested, and its corporate seal hereto affixed this 2nd day of October, 1968.



Attest:

QUEENSTOWN BANK OF MARYLAND

ALBERT V. STANTBy JOHN W. GIBSON  
John W. Gibson

CORPORATE SEAL

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY, SCT.I HEREBY CERTIFY THAT THIS  
ASSIGNMENT WAS RECEIVED FOR RECORD  
THIS 7th DAY OF Oct., 1968,  
AT M. RE26652 AND RECORDED  
IN LIBER CWC No. 19 fol. 109 Land  
RECORD BOOK FOR QUEEN ANNE'S COUNTY.

CHARLES W. CECIL          CLERK

Filed Oct. 8, 1968

Secured-First Purchase Money Mortgage bearing even date herewith.

\$ 6,000.00      Queenstown, Md.      Post Office December, 1965ON DEMAND after date, I, we or either of jointly and severally  
promise to payNo. 102293  
\$6000.00

DUE

7th

To      QUEENSTOWN BANK OF MARYLAND      or order

the sum of -----Six Thousand-----00/100----- Dollars  
100with interest from date at 6% per annum, payable monthly  
payable at the Banking House; and if not paid at maturity, we further agree to pay  
all costs and fifteen per centum commission 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 entered by the proper  
official, at any time after maturity for the amount then due hereunder, with all  
exemptions waived.

Pay proceeds of this note to first signer.

Privilege of paying \$66.62  
a month until loan is called.THOMAS KOLLEFRATH (SEAL)SYLVIA G. KOLLEFRATH (SEAL)

Filed Oct. 8, 1968

LIBER 1      PAGE      267

FIDELITY AND DEPOSIT COMPANY

Home Office

OF MARYLAND

Baltimore, Md. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, F. Clifford Hane of 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 FIVE THOUSAND  
(\$5,000.00) Dollars, to be paid to the said State or its certain  
Attorney, tow hich payment well and truly to be made, and done, we bind ourselves and  
each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of October in the year of our Lord nineteen hundred and sixty-eight.

Whereas, the above bounden F. Clifford Hane, assignee of mortgage hereinafter mentioned, by virtue of the power contained in a mortgage from Thomas Frank Kolllefrath and Sylvia G. Kolllefrath, his wife to Queenstown Bank of Maryland bearing date the 7th day of December and recorded among the mortgage records of Queen Anne's County in Liber C.W.C. No. 19 Folio 108 and duly assigned to F. Clifford Hane at the foot of said mortgage, which assignment has been duly recorded on Folio 109 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 F. Clifford Hane, 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 F. Clifford Hane, 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:

MADLYN E. WOOTERS

F. CLIFFORD HANE (SEAL)  
Assignee of Mortgage

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MARILEE H. THOMPSON  
As to Surety

By: A. JOHN SOUTHALL  
Attorney-in-Fact

Security approved and Bond

Filed Oct. 8, 1968

Charles W. Cecil, Clerk

LIBER 1 PAGE 267

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 267, a Bond 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 8th day of October in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL

Clerk

F. CLIFFORD HANE, Assignee,

vs.

THOMAS FRANK KOLLEFRATH and  
SYLVIA G. KOLLEFRATH, his wife,

\* IN THE CIRCUIT COURT  
\*  
\* FOR QUEEN ANNE'S COUNTY  
\*  
\* In Equity  
\* No. 4987

PETITION FOR APPOINTMENT OF A RECEIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes F. Clifford Hane, Assignee in the above mentioned cause, and respectfully represents unto Your Honors:

1. That the property mentioned in these proceedings is improved by a 2 story frame dwelling, and contains 2 apartments, one on the first floor being now vacant, and the other on the second floor being now under a month to month tenancy, the rental thereof being \$35.00 per month, payable on the 6th of each month, in advance.

2. That the property, and especially the first floor thereof, has been vandalized, necessitating the replacement of a number of window lights and the replacement of locks and other items to secure the premises.

3. That there will be due and owing by the tenants of the second floor apartment, the sum of \$35.00 on November 6, 1968, and each month thereafter, and there is no one to collect said rent nor replace the window lights, locks, etc. to secure the premises.

4. That the balance due under the mortgage mentioned in these proceedings, as evidenced by the Statement of Mortgage Indebtedness heretofore filed herein, is \$4,961.44, computed to October 8, 1968.

5. That your petitioner, as Assignee of the mortgage hereinbefore mentioned, filed his bond in the amount of \$5,000.00 in said proceedings, with Fidelity & Deposit Company of Maryland.

WHEREFORE your petitioner prays this Honorable Court to appoint him as Receiver, to collect the rents due, and to become due from said premises, and to expend such sum necessary to replace window lights and secure the property, all subject to the approval of this Honorable Court.

And as in duty bound, etc.

F. CLIFFORD HANE  
F. Clifford Hane, Assignee  
of Mortgage

Filed Oct. 25, 1968

ORDER

Upon the foregoing petition of F. Clifford Hane, Assignee of the mortgage referred to in these proceedings, it is this 25th day of October, 1968, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED that F. Clifford Hane, Assignee, be and he is hereby appointed Receiver, to collect the rents due, and to become due from the premises mentioned in these proceedings, and subject to the further Order of this Court, to take whatever steps may be necessary to secure the premises from further vandalism.

B. HACKETT TURNER, JR.  
Judge.

Filed Oct. 25, 1968

F. CLIFFORD HANE, Assignee,

\*  
\*  
\*  
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\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

vs.

In Equity  
No. 4987

THOMAS FRANK KOLLEFRATH and  
SYLVIA G. KOLLEFRATH, his wife.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of F. Clifford Hane, Assignee, for foreclosure and collection of the mortgage in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties as Assignee aforesaid, which bond was duly approved: and having given notice of the time, place, manner and terms of the sale by advertisements inserted in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, for more than three (3) successive weeks preceding the sale, said Assignee, F. Clifford Hane did, pursuant to said notice, on Friday, the 15th day of November, 1968, at 1:00 o'clock P.M., attend on the premises and then and there sold

ALL that lot or parcel of land, improved by a two story frame dwelling house and outbuildings, known as the "Jacob Denny Property", the "John Bishop Property" or the "Effie Bishop Property", situate, lying and being in the Town of Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, located on the right or westerly side of the old State Road formerly leading from Centreville through Queenstown to Kent Island, adjoining on the south the John C. Cole Property, formerly of Richard E. Davidson, adjoining on the north the property of Harriett Canterbury, formerly of B. E. Cockey, adjoining on the rear or westerly side of the "De-Rochebrune Lots", lands formerly of Nathan Draper, and bounded on the easterly side the aforesaid State Road, and which lands are more particularly described as follows, to wit:

BEGINNING for the same at a point on the northwest side of said road where the second post from the picket fence formerly stood (said point now marked by a stone), and running thence with and along said road according to a survey made in the year 1892, South 36½ degrees West 4.44 perches (73.26 feet); thence North 45½ degrees West 29.44 perches (485.76 feet); thence North 62 degrees East 4.6 perches (75.90 feet); and thence South 45½ degrees East 27.4 perches (452.10 feet) to the place of beginning, containing Three (3) Roods and Four and eight-tenths (4.8) perches, more or less.

All the said property was sold as an entity to Queenstown Bank of Maryland, for the sum of Three Thousand, Five Hundred Dollars (\$3,500.00), it having offered the greatest price therefor.

F. CLIFFORD HANE  
F. Clifford Hane, Assignee.

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

I HEREBY CERTIFY that on this 18th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Assignee, who made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC SEAL

HELEN E. PARDEE  
Notary Public.

Filed Nov. 18, 1968

## ORDER NISI ON SALE

F. Clifford Hane, Assignee

vs.

Thomas Frank Kollefrath and  
Sylvia G. Kollefrath, his wife

In the Circuit Court

for Queen Anne's County

In Equity  
Cause No. 4987

ORDERED, this 18th. day of November, 1968, that the sale of the real            property, made and reported in this cause by F. Clifford Hane, Assignee, be ratified and confirmed, on or after the 19th. day of December, 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 12th. day of December, 1968.

The report states the amount of sales to be \$ 3,500.00.

CHARLES W. CECIL Clerk

Filed November 18, 1968

F. CLIFFORD HANE, Assignee,

vs.

THOMAS FRANK KOLLEFRATH and  
SYLVIA G. KOLLEFRATH, his wife,\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

In Equity  
No. 4987AUCTIONEER'S AFFIDAVIT

The undersigned hereby certified that the annexed bill or statement of the fees and sums due me, set forth in detail, are all singular of the fees and sums due me, 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; and that the said sale of the property in Queenstown, Maryland, mentioned in the Report of Sale was fairly made.

JOE JACKSON, JR.  
Joe Jackson, Jr.  
Auctioneer.

Subscribed and sworn to before me, a Notary Public in and for Talbot County, State of Maryland, by JOE JACKSON, JR., Auctioneer, this 20th. day of November, 1968.

NOTARY PUBLIC SEAL

E. ROY HOPKINS  
Notary Public.

F. CLIFFORD HANE, Assignee,

vs.

THOMAS FRANK KOLLEFRATH and  
SYLVIA G. KOLLEFRATH, his wife.

\* IN THE CIRCUIT COURT  
\*  
\* FOR QUEEN ANNE'S COUNTY  
\*

\* In Equity  
\* No. 4987

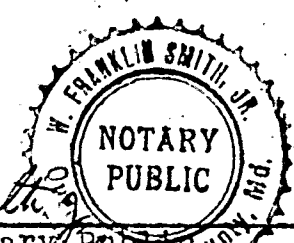
PURCHASER'S AFFIDAVIT

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

\*  
\* To wit:  
\*

I HEREBY CERTIFY that on this 20<sup>th</sup> day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN W. GIBSON, Chairman of the Board of Directors of Queenstown Bank of Maryland, a body corporate duly incorporated under the laws of the State of Maryland, purchaser at the foreclosure sale in this cause, and he made oath in due form of law that he attended the sale, and purchased the property mentioned therein, as said Corporation's Agent; that there are no other persons interested as principals therein, and that he has not directly or indirectly discouraged anyone from bidding for the said property in Queenstown, Queen Anne's County, Maryland, mentioned in the Report of Sale heretofore filed herein.



*W. Franklin Smith, Jr.*  
Notary Public, Queen Anne's County, Md.  
*my commission expires 2/1/1969*

QUEENSTOWN BANK OF MARYLAND

By *John W. Gibson*  
John W. Gibson,  
Chairman of the Board,  
Purchaser.



Attest:  
*Albert V. Stant*  
Albert V. Stant, Cashier

*Filed Nov 27, 1968*



**ASSIGNEE'S FORECLOSURE SALE  
OF  
VALUABLE REAL ESTATE**

**2 APARTMENT HOME AND FEE SIMPLE LOT LOCATED  
ON ROUTE NO. 18, QUEENSTOWN, MARYLAND.**

By virtue of the power of sale contained in a mortgage from Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, to Queenstown Bank of Maryland, dated December 7, 1965, and recorded December 7, 1965, among the Land Records of Queen Anne's County in Liber C.W.C. 19, folio 108, said mortgage having been duly assigned to F. Clifford Hane, Assignee, by assignment dated October 2, 1968, and recorded among said Land Records in Liber C.W.C. 19, folio 109, default having been made by the said Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, in complying with the terms and conditions of said mortgage, the undersigned Assignee will offer for sale, at public auction, on the premises on

**FRIDAY, NOVEMBER 15, 1968**

commencing at 1:00 P.M., the following described real estate:

ALL that lot or parcel of land, improved by a two story frame dwelling house and outbuildings, known as the "Jacob Denny Property", the "John Bishop Property" or the "Effie Bishop Property", situate, lying and being in the Town of Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, located on the right or westerly side of the old State Road formerly leading from Centreville through Queenstown to Kent Island, adjoining on the south the John C. Cole Property, formerly of Richard E. Davidson, adjoining on the north the property of Harriett Canterbury, formerly of B. E. Cockey, adjoining on the rear or westerly side the "DeRochebrune Lots", lands formerly of Nathan Draper, and bounded on the easterly side the aforesaid State Road, and which lands are more particularly described as follows, to wit:

BEGINNING for the same at a point on the northwest side of said road where the second post from the picket fence formerly stood (said point now marked by a stone), and running thence with and along said road according to a survey made in the year 1892, South 36 1/2 degrees West 4.44 perches (73.26 feet); thence North 45 1/2 degrees West 29.44 perches (485.76 feet); thence North 62 degrees East 4.6 perches (75.90 feet); and thence South 45 1/2 degrees East 27.4 perches (452.10 feet) to the place of beginning, containing Three (3) Roods and Four and eight-tenths (4.8) perches, more or less.

BEING in all respects the same land conveyed to Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, as tenants by the entireties, by deed dated December 7, 1965, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 19, folio 106.

IMPROVEMENTS: A 2 story, 2 apartment dwelling; house is frame construction, and each unit has 4 rooms and bath and utility room. First floor now vacant; second floor now rented on month to month tenancy.

TERMS OF SALE: One-third (1/3) of the purchase price payable in cash on the day of sale, the balance in six (6) and Twelve (12) months (or all cash) as the purchaser may elect, the credit payment to bear interest from the day of sale and be secured by a promissory note of the purchaser with security, to be approved by the Assignee; all however, subject to the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity.

TAXES shall be pro-rated as of the date of the sale, but all title papers, recordation stamps, recording fees and Notary Public fees shall be at the expense of the purchaser or purchasers.

F. CLIFFORD HANE, Assignee  
Queenstown, Maryland 21658  
Phone: 827-8787

JOE JACKSON, Jr., Auctioneer.

*The Bay Times*

P.O. Box 44, Queenstown, Md.,

*1/12*, 19*69*

THE BAY TIMES, a body corporate, does hereby certify that the  
*assignee's Foreclosure Sale*  
in the case/estate of  
*Thomas Frank Kollfrath and Sylvia G. Kollfrath*

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  
*two* successive weeks before the *15th* day of  
*November*, 19*68*, and that the first insertion of said advertisement in said BAY TIMES was on the *24th* day of *October*, 19*68*, and the last insertion on the *14th* day of *November*, 19*68*.

THE BAY TIMES

By *Mary J. Rosendale*

*Filed Jan. 23, 1969*

**ASSIGNEE'S FORECLOSURE SALE  
OF  
VALUABLE REAL ESTATE**

2 APARTMENT HOME AND FEE SIMPLE LOT LOCATED ON ROUTE NO. 18, QUEENSTOWN, MARYLAND.

By virtue of the power of sale contained in a mortgage from Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, to Queenstown Bank of Maryland, dated December 7, 1965, and recorded December 7, 1965, among the Land Records of Queen Anne's County in Liber C.W.C. 19, folio 108, said mortgage having been duly assigned to F. Clifford Hane, Assignee, by assignment dated October 2, 1968, and recorded among said Land Records in Liber C.W.C. 19, folio 109, default having been made by the said Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, in complying with the terms and conditions of said mortgage, the undersigned Assignee will offer for sale, at public auction, on the premises on

**FRIDAY, NOVEMBER 15, 1968**

commencing at 1:00 P.M., the following described real estate:

ALL that lot or parcel of land, improved by a two story frame dwelling house and outbuildings, known as the "Jacob Denny Property", the "John Bishop Property" or the "Effie Bishop Property", situate, lying and being in the Town of Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, located on the right or westerly side of the old State Road formerly leading from Centreville through Queenstown to Kent Island, adjoining on the south the John C. Cole Property, formerly of Richard E. Davidson, adjoining on the north the property of Harriett Canterbury, formerly of B. E. Cockey, adjoining on the rear or westerly side the "DeRochebrune Lots", lands formerly of Nathan Draper, and bounded on the easterly side the aforesaid State Road, and which lands are more particularly described as follows, to wit:

BEGINNING for the same at a point on the northwest side of said road where the second post from the picket fence formerly stood (said point now marked by a stone), and running thence with and along said road according to a survey made in the year 1892, South 36 1/2 degrees West 4.44 perches (73.26 feet); thence North 45 1/2 degrees West 29.44 perches (485.76 feet); thence North 62 degrees East 4.6 perches (75.90 feet); and thence South 45 1/2 degrees East 27.4 perches (452.10 feet) to the place of beginning, containing Three (3) Rods and Four and eight-tenths (4.8) perches, more or less.

BEING in all respects the same land conveyed to Thomas Frank Kollfrath and Sylvia G. Kollfrath, his wife, as tenants by the entireties, by deed dated December 7, 1965, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 19, folio 106.

IMPROVEMENTS: A 2 story, 2 apartment dwelling; house is frame construction, and each unit has 4 rooms and bath and utility room. First floor now vacant; second floor now rented on month to month tenancy.

TERMS OF SALE: One-third (1/3) of the purchase price payable in cash on the day of sale, the balance in six (6) and Twelve (12) months (or all cash) as the purchaser may elect, the credit payment to bear interest from the day of sale and be secured by a promissory note of the purchaser with security, to be approved by the Assignee; all however, subject to the ratification of the sale by the Circuit Court for Queen Anne's County, in Equity.

TAXES shall be pro-rated as of the date of the sale, but all title papers, recordation stamps, recording fees and Notary Public fees shall be at the expense of the purchaser or purchasers.

F. CLIFFORD HANE, Assignee  
Queenstown, Maryland 21658  
Phone: 827-8787

JOE JACKSON, Jr., Auctioneer.

4t-11-14

*13* Queen Anne's  
**RECORD-OBSERVER**

JANUARY 23 69  
Centreville, Md., .....19.....

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the **ASSIGNEE'S FORECLOSURE SALE**

in the case/estate of **THOMAS FRANK KOLLEFRATH**  
**AND HIS WIFE SYLVIA G. KOLLEFRATH**

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 15TH day of NOVEMBER, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24TH day of OCT., 1968, and the last insertion on the 14TH day of NOV, 1968.

THE RECORD-OBSERVER CORPORATION

By *Marilyn Thomas*

*Filed Jan 23 1969*

**Order Nisi On Sale**  
 F. Clifford Hane, Assignee  
 vs.  
 Thomas Frank Kollefrath and  
 Sylvia G. Kollefrath, his wife

In the Circuit Court  
 for Queen Anne's County  
 In Equity  
 Cause No. 4987

ORDERED, this 18th day of  
 November, 1968, that the sale of  
 the real property, made and  
 reported in this cause by F. Clifford  
 Hane, Assignee, be ratified and  
 confirmed, on or after the 19th day  
 of December, 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 12th day of December,  
 1968.

The report states the amount of  
 sales to be \$3,500.00.  
 Charles W. Cecil  
 Clerk  
 Filed November 18, 1968  
 True Copy  
 Test: Charles W. Cecil, Clerk  
 3t-12-5

Queen Anne's

**RECORD-OBSERVER**

JAN 23 1969  
Centreville, Md.,

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the ORDER OF NISI

in the case/estate of THOMAS FRANK KOLLEFRATH AND  
SYLVIA G. KOLLEFRATH, 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 3 successive weeks before the 12TH day of DECEMBER, 1968 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21ST day of NOV 68 and the last insertion on the 5TH day of DECEMBER, 1968

THE RECORD-OBSERVER CORPORATION

By *Walter Moore*

*Filed Jan 23 1969*

F. CLIFFORD HANE, Assignee, \* IN THE CIRCUIT COURT  
 vs. \* FOR QUEEN ANNE'S COUNTY  
 THOMAS FRANK KOLLEFRATH and \* In Equity  
 SYLVIA G. KOLLEFRATH, his wife, \* No. 4987

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 23<sup>rd</sup> day of January, 1969, that the sale made and reported by F. Clifford Hane, Assignee, as herein set forth, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said F. Clifford Hane, Assignee as aforesaid, be allowed the usual commissions and subject to the proper expenses as he shall produce for the Auditor.

*B. Hackett Turner Jr.*  
Judge.

*Filed Jan 23 1969*

F. CLIFFORD HANE, Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

THOMAS FRANK KOLLEFRATH, et al.

IN EQUITY NO. 4987

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 F. Clifford Hane, Assignee, 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 after credit of the net amount received by the Receiver in the sum of \$2,332.26.

2. That in the within account F. Clifford Hane, Assignee and vendor, is charged with the proceeds of sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the several court costs, the costs of certified U. S. mail, the town of Queenstown taxes and water rent, the 1968-69 State and County taxes on real estate sold in this cause, the premium on the corporate surety bond filed in this cause, the auctioneer's charges, the costs of advertising the sale, the costs of publishing the Order Nisi of sale, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

3. That an account is also stated in regard to the receivership for rents, wherein the receiver is allowed a 10% commission for collecting the rents and the balance was directed to be paid to the Queenstown Bank of Maryland, as a credit on the mortgage indebtedness deficiency.

Respectfully submitted,

J. THOMAS CLARK

Auditor

February 5, 1969

Filed Feb. 5, 1969

Cause No. 4987

The proceeds of the sale of land reported in this cause, in account with F. Clifford Hane, Assignee of the mortgage foreclosed in these proceedings (and Vendor of said land)

Cr.

1969

Jan. 23 By proceeds of the sale of said land, per report of said vendor, to wit:-----\$ 3,500.00

Dr.

To F. Clifford Hane, Assignee of mortgage, (and vendor), per terms of mortgage, to wit:  
1-His commissions for making sale on \$3,500.00, per terms of mortgage-----\$325.00  
2-His fee for his services----- 50.00

\$ 375.00

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 Chas. W. Cecil, Clerk----\$ 31.00  
2-Appearance fee of F. Clifford Hane, Attorney----- 10.00

41.00

To do., for amounts paid Charles W. Cecil, per receipts exhibited, to wit:  
1-Photocopies per receipt-----\$ 3.50  
2-Recording assignment of mortgage-- 2.00

5.50

To do., for an amount paid for certified U. S. Mail, per receipt exhibited, notifying mortgagors, to wit:-----

.40

To do., for an amount due the Commissioners of Queenstown, per letter, to wit:  
1-For town taxes-----\$ 44.63  
2-For water rent----- 28.71

73.34

To do., for an amount paid William R. Wilson, III, Treasurer, for 1968-69 State and County taxes on the real estate sold in this cause, per receipt exhibited, to wit:-----

118.20

To do., for an amount paid Fidelity and Deposit Company of Maryland, for the premium on the corporate surety bond filed by the vendor in this cause, per receipt exhibited, to wit: 20.00

February 5, 1969

J. THOMAS CLARK  
Auditor

To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----- 25.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:  
1-For publishing advertisement of sale-----\$121.88  
2-For publishing Order Nisi of Sale----- 14.00 135.88

To do., for an amount paid Bay Times, for publishing advertisement of sale, per receipt exhibited, to wit:----- 38.00

To J. Thomas Clark, Auditor, for stating this Account and notifying parties, the sum of- 55.00

To Queenstown Bank of Maryland, Mortgagee, as a partial payment on the mortgage indebtedness, per statement of principal mortgage indebtedness in the sum of \$4,961.44, the balance or the sum of----- 2,597.68  
3,500.00 \$3,500.00

February 5, 1969

J. THOMAS CLARK  
Auditor

Cause No. 4987

The proceeds of rent reported to your Auditor, in account with F. Clifford Hane, Receiver, per Order of Court of October 25, 1968, and to be accounted for in this cause.

Cr.

By proceeds of rent collected, per report of Receiver to your Auditor, to wit:-----\$ 35.00

Dr.

To F. Clifford Hane, Receiver, his commissions for collecting same, the sum of-----\$ 3.50

To Queenstown Bank of Maryland, the balance of said rents collected, the sum of----- 31.50

\$35.00

\$ 35.00

February 5, 1969

J. THOMAS CLARK  
Auditor

Filed Feb. 5, 1969

F. CLIFFORD HANE, Assignee

vs.

THOMAS FRANK KOLLEFRATH, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4987

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 5, 1969, 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:

F. Clifford Hane, Assignee and Receiver  
Queenstown, Maryland

Queenstown Bank of Maryland  
Queenstown, Maryland

Thomas Frank Kollefrath and  
Sylvia G. Kollefrath  
Beresford Rd.  
R.D. #3, Box 408  
Deland, Florida

PURSUANT to Rule, 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on February 5, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 20, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 21, 1969.

J. THOMAS CLARK  
Auditor

Filed Feb. 5, 1969

NISI RATIFICATION OF AUDIT

F. CLIFFORD HANE, Assignee

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

THOMAS FRANK KOLLEFRATH & WF.

In Equity, Cause No. 4987

ORDERED, this 5th day of February, 1969, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 21st day of February, 1969, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed Feb. 5, 1969

F. CLIFFORD HANE, ASSIGNEE

IN THE CIRCUIT COURT

VS.

FOR QUEEN ANNE'S COUNTY

THOMAS FRANK KOLLEFRATH & WF.

IN EQUITY, CAUSE NO. 4987

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th day of February, 1969, 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 F. Clifford Hane, Assignee is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed Feb. 27, 1969



QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-third day of October, in the year nineteen hundred sixty-eight, 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, Plaintiff. vs. Charles W. Bowser, Grasonville, Maryland, Defendant. In The Circuit Court For Queen Anne's County In Equity Cause No. 4995

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 Charles W. Bowser to William E. Denny and Ida G. Denny, dated October 28, 1960, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber TSP No. 57, folio 398, said mortgage being assigned on October 17, 1968, to Robert R. Price, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof, by reason of non-payment of the principal and interest of the note secured by said mortgage when due 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 as "Exhibit A", as well as filing the accompanying military affidavit and statement of indebtedness.

ROBERT R. PRICE, JR. Robert R. Price, Jr. 103 Lawyer's Row Centreville, Md. Phone: 758-1660 Assignee.

Filed Oct. 23, 1968

LIBER 57 PAGE 398

No 45142 Re 53697 Received For Record Nov. 1, 1960

THIS MORTGAGE, Made this 28th day of October, in the year nineteen hundred and sixty, by Charles W. Bowser, of Queen Anne's County, Maryland.

WHEREAS, the said Charles W. Bowser is indebted unto William E. Denny and Ida G. Denny, his wife, in the full sum of Six Hundred and ninety-seven dollars and ninety-five cents (\$697.95) as evidenced by his note bearing even date herewith, which said sum is to be repaid with interest monthly, at the rate of 6% per annum, by eighteen (18) monthly installments of \$39.00 each, the first installment being payable on November 28th, 1960, and consecutively thereafter, default in payment of any monthly installment shall cause all other installments to become immediately due and owing, and this mortgage to be in default and the property described herein liable to foreclosure and sale as provided herein.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of \$1.00, the said Charles W. Bowser does hereby grant and convey unto the said William E. Denny and Ida G. Denny, his wife, as tenants by the entireties, their assigns, 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 with improvements thereon, situate in the Fifth Election District of Queen Anne's County, Maryland, located on the east side of SAW Mill Lane, bounded on the north by a driveway or roadway leading to the lands of George Jones, on the east by the lands of William Wilson, on the south by the lands of William

Little, and on the west by the aforesaid public road, having a frontage on said public road of 130 feet, a depth of 155 feet along the northerly line, a depth of 133 feet along the southerly line, and running for a distance of 167 feet along its easterly boundary line.

Being the same property conveyed unto Charles W. Bowser by Herman and Melinda Bowser by deed dated Aug. 7, 1959, recorded in Land Liber T.S.P. #50, folio 183.

LIBER 57 PAGE 399

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

PROVIDED, that if the Mortgagor, his heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagees, their successors, executors, administrators or assigns, the aforesaid sum of \$697.95, and the consecutive monthly installments of \$39.00, and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagor, his heirs and assigns, shall possess said property..

AND the Mortgagor, for himself, and for his heirs, executors, administrators and assigns hereby covenant with the Mortgagees, their successors, executors, administrators and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage, to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagees, their successors, executors, administrators, or assign, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of all moneys secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagees, their successors, executors, administrators or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagor should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagees, their successors, executors, administrators or assigns, or JOHN PALMER SMITH, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of ----Fifty---- Dollars:

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagees, their successors, executors, administrators or assigns, or JOHN PALMER SMITH, their said Attorney, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagor, for himself and for his heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagor for himself and for his heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

TEST:

JOHN C. PALMER as to: CHARLES W. BOWSER (SEAL)

LIBER 57 PAGE 400

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

I HEREBY CERTIFY that on this 28th day of October, in the year one thousand nine hundred and sixty before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles W. Bowser, mortgagor, and he acknowledged the foregoing MORTGAGE to be his act.

AND at the same time also personally appeared William E. Denny and Ida G. Denny, his wife, mortgagees, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC SEAL JOHN C. PALMER Notary Public

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 57, folio 398, 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 8th day of October in the year nineteen hundred and sixty-eight.

CHARLES W. CECIL Clerk

FOR VALUE RECEIVED, We hereby transfer and assign the within and foregoing 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 17 day of October, 1968.

WITNESS:

LYNETTE T. BURTON WILLIAM E. DENNY (SEAL)  
William E. Denny

LYNETTE T. BURTON IDA G. DENNY (SEAL)  
Ida G. Denny,  
his wife.

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

I HEREBY CERTIFY THAT THIS  
ASSIGNMENT WAS RECEIVED FOR RE-  
CORD THIS 23rd DAY OF OCT. 1968  
AT 10:40 A.M. RE 26910 AND RE-  
CORDED IN LIBER TSP NO. 57 FOL.  
400 LAND RECORD BOOK FOR QUEEN  
ANNE'S COUNTY.

CHARLES W. CECIL, CLERK.

"Exhibit A"

Filed Oct. 23, 1968

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

THIS IS TO CERTIFY, that on this 23rd day of October, 1968, 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  
Mortgagor referred to in the foregoing Order to Docket Suit, is not now nor has  
he 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 Mortgagor and that said  
Mortgagor post office address is grasonville, Queen Anne's County, Maryland.

NOTARY PUBLIC SEAL

MARCY F. COLLIER  
Notary Public  
My commission expires: 7-1-69

Filed Oct. 23, 1968

STATEMENT OF INDEBTEDNESS

Principal of note dated 10-28-60-----\$ 697.95  
Interest at 6%, on the balance from 10-28-60 to 10-28-68----- 336.00  
Total \$1,033.95

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

THIS IS TO CERTIFY, that on this 23rd day of October, 1968, before me, the  
Subscriber, a Notary Public of the State and County aforesaid, personally  
appeared William E. Denny, with full knowledge of his records and accounts, and  
made oath in due form of law that the above statement of indebtedness 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 Charles W.  
Bowser, is over 21 years of age.

NOTARY PUBLIC SEAL

MARCY F. COLLIER  
Notary Public  
My Commission expires: 7-1-69

Filed Oct. 23, 1968

LIBER 1 PAGE 276

RECEIVED FOR RECORD Dec. 6, 1968

Home Office FIDELITY AND DEPOSIT COMPANY OF MARYLAND Baltimore, Md. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert R. Price, Jr. Assignee, Centreville, Queen Anne's County, Mary-  
land, Chancery Cause No. 4995 - Circuit Court for Queen Anne's County, in Equity,  
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 One  
Thousand (\$1,000.00) Dollars, to be paid to the said State or its certain Attorney,  
to which payment well and truly to be made, and done, we bind ourselves and each  
of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of December in the year of our  
Lord nineteen hundred and sixty-eight.

Whereas, the above bounden Robert R. Price, Jr., Assignee of mortgage herein- after mentioned, by virtue of the power contained in a mortgage from Charles W. Bowser to William E. Denny & Ida G. Denny, his wife, bearing date the 28th day of October, 1960 and recorded among the mortgage records of Queen Anne's County in Liber T.S.P. No. 57 Folio 398 and duly assigned to the above bounden principal as assignee for the 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 faith- fully perform the trust reposed in as said 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 mortgage property, or the proceeds there- of 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. Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

MARILEE H. THOMPSON ROBERT R. PRICE, JR. (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MARILEE H. THOMPSON By: A. JOHN SOUTHALL SEALS  
As to Surety A. John Southall Attorney-in-Fact PLACE

Security approved and Bond filed Dec. 6, 1968.

Charles W. Cecil, Clerk

Robert R. Price, Jr., : In The Circuit Court For  
Centreville, Maryland, :  
Assignee for Collection : Queen Anne's County  
by Foreclosure or otherwise, :  
Plaintiff : In Equity  
vs. :  
Charles W. Bowser, : Cause No. 4995  
Grasonville, Maryland, :  
Defendant :

Petition to File Bond Nunc Pro Tunc

To The Honorable, The Judge of Said Court:

The Assignee, Robert R. Price, Jr., made sale of the mortgage property in the above entitled case without first filing the required bond.

Said bond was filed in said proceedings on December 6, 1968, and it is requested that the same be amended to be filed Nunc Pro Tunc as of December 3, 1968, at 1 (one) o'clock P.M., E.S.T.

Respectfully submitted,

ROBERT R. PRICE, JR.  
Robert R. Price, Jr., Assignee.

Filed Dec. 17, 1968

Order of Court

UPON the foregoing Petition, it is this 18th day of December, 1968, by the Circuit Court for Queen Anne's County, that the bond of Robert R. Price, Jr., Assignee, and Fidelity Deposit Company, in the amount of \$1,000. be filed in the above entitled case as of December 3, 1968, Nunc Pro Tunc as of 1 (one) o'clock P.M., E.S.T.

B. HACKETT TURNER, JR.  
Judge.

Filed Dec. 18, 1968.

8/

Robert R. Price, Jr.,  
Centreville, Maryland,  
Assignee for Collection  
by Foreclosure or otherwise,  
Plaintiff,

vs.

Charles W. Bowser,  
Grasonville, Maryland,  
Defendant.

In The Circuit Court For  
Queen Anne's County  
In Equity  
Cause No. 4995

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 William E. Denny and Ida G. Denny, his wife, from Charles W. Bowser, dated October 28th, 1960, and recorded in Liber TSP No. 57, folio 398, of the Land Records of Queen Anne's County.

That suit was instituted for the foreclosure of said mortgage on October 23, 1968.

That default was made by the Mortgagor by reason of the non-payment of the mortgage 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 Tuesday, December 3, 1968, at 1:30 o'clock P. M. (E.S.T.) and after having the Auctioneer cry the sale a considerable time, after having read the advertisement of sale, did sell the fee simple interest of Charles W. Bowser in the lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned advertisement of sale to William E. Denny and Ida G. Denny, his wife, they being then and there the highest bidder therefor at and for the sum of \$700.

The Purchasers having complied with the term of sale and having paid the required deposit, as per advertisement and terms of sale.

The report states the amount of the sale to be \$700. and your Assignee believes said price to be the best price obtainable for the said property.

Respectfully submitted,

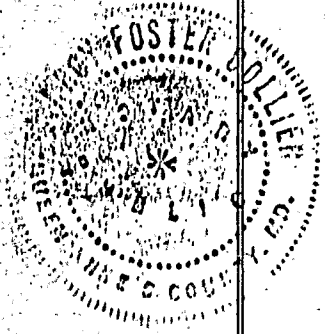
*Robert R. Price, Jr.*  
Robert R. Price, Jr., Assignee.



STATE OF MARYLAND }  
QUEEN ANNE'S COUNTY } DWIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of December, 1968, 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 foregoing Robert of Sale are true and correct, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.



Foster Soller  
Notary Public

Filed Dec 18, 1968

1

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 Fifth Election District of Queen Anne's County, State of Maryland, and being more particularly described in a deed from Herman Bowser, et ux, to Charles W. Bowser, dated August 7, 1959, and recorded in Liber TSP No. 50, folio 183, of the Land Records of Queen Annes' County, in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, December 3, 1968, at 1:30 P.M. (E.S.T.) unto

WILLIAM E DENNY + IDA G DENNY, his wife, at and for the sum of \$ 700<sup>00</sup>.

Joseph A Jackson Jr.  
AUCTIONEER.

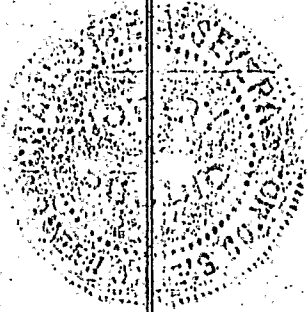
Filed Dec. 18, 1968

10

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

I HEREBY CERTIFY, that on this 13th day of December, 1968, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM E DENNY & IDA G DENNY the Purchasers, at the foreclosure sale in this Cause, and made oath in due form of law that They purchased the same as principal and not as agents for anyone, of that lot, parcel or tract of land, with improvements, situated in the Fifth Election District of Queen Annes' County, State of Maryland, being the same land granted and conveyed unto Charles W. Bowser by deed from Herman Bowser and Melinda Bowser, his wife, dated August 7, 1959, and recorded in Liber TSP No. 50, folio 183, of the Land Records of Queen Anne's County, and that They did not directly or indirectly discourage anyone from bidding for the said property, more particularly described in the advertisement of said property filed in this Cause, at and for the purchase price of \$ 700<sup>00</sup>.

WITNESS my hand and Notarial Seal.



Charlotte A. Lewis  
NOTARY PUBLIC.

Filed Dec. 18, 1968.

ORDER NISI ON SALE

Robert R. Price, Jr., Assignee for  
Collection by Foreclosure or  
otherwise,

vs.

Charles W. Bowser

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

Cause No. 4995

ORDERED, this 18th day of December, 1968, 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 20th day of January, 1969, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of January, 1969.

The report states the amount of sales to be \$ 700.00

Charles W. Cecil Clerk

Filed December 18, 1968

11

**ASSIGNEE'S SALE OF VALUABLE LOT**

Under and by virtue of the powers of sale contained in a mortgage from Charles W. Bowser to William E. Denny and Ida G. Denny, his wife, dated October 28, 1960, and recorded in Liber TSP No. 57, folio 398, of the Land Records of Queen Anne's County, State of Maryland, and duly assigned unto Robert R. Price, Jr., for collection by foreclosure or otherwise, and default having occurred by non-payment of the debt secured by said mortgage, he will offer at public auction to the highest bidder, on

**TUESDAY, DECEMBER 3, 1968**

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 real estate, to wit:

ALL that lot or parcel of land with improvements thereon, situate in the Fifth Election District of Queen Anne's County, Maryland, located on the East side of Saw Mill Lane, bounded on the North by a driveway or roadway leading to the lands of George Jones, on the East by lands of William Wilson, on the South by the lands of William Little and on the West by the aforesaid public road, having a frontage on said public road of 130 feet, a depth of 155 feet along the Northerly line, a depth of 133 feet along the Southerly line, and running for a distance of 167 feet along its Easterly boundary line.

BEING the same property conveyed unto Charles W. Bowser by deed from Herman and Melinda Bowser, dated August 7, 1959, recorded in Liber TSP No. 50, folio 183, of the Land Records of Queen Anne's County.

Property is offered for sale subject to the dower rights of wife of Charles Bowser, if any.

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 may be paid on the day of sale. Taxes to be adjusted upon ratification of sale and payment of the balance due. Title papers, deed, recording costs and documentary stamps to be paid by the purchaser.

Robert R. Price, Jr.,  
Assignee.

3T-11-28

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., JANUARY 24, 1969

RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that ASSIGNEE'S SALE

case/estate of CHARLES W. BOWSER

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 Maryland, once a week for 3 successive weeks before the 3RD day of DEC, 1968, and that the first insertion of said advertisement in QUEEN ANNE'S RECORD-OBSERVER was on the 14TH day of NOV and the last insertion on the 28TH day of NOV, 1968

THE RECORD-OBSERVER CORPORATION

By *Deborah M. Moore*

*Filed Jan. 24. 1969*

**Order Nisi On Sale**

Robert R. Price, Jr., Assignee for Collection by Foreclosure or otherwise,

vs.

Charles W. Bowser  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4995

ORDERED, this 18th day of December, 1968, 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 20th day of January, 1969, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of January, 1969.

The report states the amount of sales to be \$700.00.

CHARLES W. CECIL  
Clerk

Filed December 18, 1968  
True Copy

Test: Charles W. Cecil  
Clerk

3T-1-9

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., JANUARY 24, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE

in the case/estate of CHARLES W. BOWSER

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 13TH day of JANUARY, 1969 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26TH day of DEC 1968 and the last insertion on the 9TH day of JANUARY, 1969

THE RECORD-OBSERVER CORPORATION

By *Deborah M. Moore*

*Filed Jan. 24. 1969*

14

Robert R. Price, Jr., Assignee :	In The Circuit Court For
Centreville, Maryland :	
Plaintiff :	Queen Anne's County
vs. :	
Charles W. Bowser,	In Equity
Grasonville, Maryland,	Cause No. <u>4995</u>
Defendant. :	

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 27<sup>th</sup> day of January, 1969, 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 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., Assignee, is allowed the usual commissions allowed by this Court, and for all expenses, not personal, upon producing vouchers therefor before the auditor.

*B. Hackett Turner Jr.*  
 JUDGE.

*Filed Jan 27 1969*

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 758-1660

ROBERT R. PRICE, JR., Assignee

vs.

CHARLES W. BOWSER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4995

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this Account is stated at the request of Robert R. Price, Jr., Assignee, 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 \$668.70.

2. That in the within account Robert R. Price, Jr., Assignee and vendor, is charged with the proceeds of sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising Notice of Sale and Order Nisi of sale filed in this cause, the Notary Public charges, the 1968-9 State and County taxes, the auctioneer's charges, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

February 5, 1969

*Filed Feb 5, 1969*

Cause No. 4995

The proceeds of the sale of land 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.

1969  
Jan. 27 By proceeds of the sale of said land, per report of said vendor, to wit:-----\$700.00

Dr.

- To Robert R. Price, Jr., Assignee of mortgage, (and vendor), per terms of mortgage, to wit:
  - 1-His commissions for making sale on \$700.00, per terms of mortgage-----\$ 70.00
  - 2-His fee for his services----- 50.00 \$120.00
- 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--\$ 27.00
  - 2-Appearance fee of Robert R. Price, Jr., Attorney----- 10.00 37.00
- To do., for an amount paid Charles W. Cecil, Clerk, for recording assignment of mortgage, per receipt exhibited, to wit:----- 2.00
- To do., for an amount due Fidelity & Deposit Company of Maryland, for the premium on the corporate surety bond filed by the vendor in this cause, per statement exhibited, to wit:----- 10.00
- To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:
  - 1-For publishing advertisement of sale-\$57.00
  - 2-For publishing Order Nisi of Sale---- 14.00 71.00
- To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----- 25.00
- To do., for an amount due Marcy F. Collier, Notary Public, for her services, per statement exhibited, to wit:----- 3.00

February 5, 1969

*J. H. ...*  
Auditor



To do., for an amount paid William R. Wilson,  
III, Treasurer, for the 1968-9 State and  
County taxes on the real estate sold in  
this cause, per receipt exhibited, to wit: \$ 6.25

To J. Thomas Clark, Auditor, for stating this  
account and notifying parties, the sum of- 35.00

To William E. Denny and Ida G. Denny, his wife,  
Mortgagees, as a partial payment on the  
mortgage indebtedness, per statement of  
principal mortgage indebtedness in the sum  
of \$697.95 and interest to include 60 days  
after date of sale, or from October 28, 1960,  
to February 3, 1968, in the sum of \$346.50,  
as provided in Article 66, Section 8, 1957  
Annotated Code of Maryland, or a total  
indebtedness of \$1,044.45, the balance  
or the sum of-----

375.75  
\$700.00

\$700.00

February 5, 1969

*J. Thomas Clark*  
Auditor

*Delid Feb 5, 1969*

16  
ROBERT R. PRICE, JR., Assignee

vs.

CHARLES W. BOWSER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4995

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

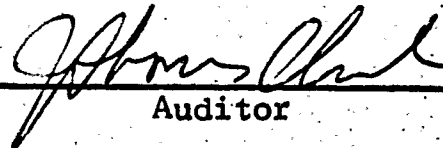
The undersigned Court Auditor hereby certifies that on February 5, 1969, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interest parties to this cause, to wit:

Robert R. Price, Jr., Assignee  
Centreville, Maryland

William E. Denny and  
Ida G. Denny  
Stevensville, Maryland

Charles W. Bowser  
Grasonville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on February 5, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 20, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 21, 1969.

  
Auditor

*Filed Feb. 5, 1969*

NISI RATIFICATION OF AUDIT

ROBERT R. PRICE, Jr., Assignee

vs.

Charles W. Bowser

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4995

ORDERED, this 5th day of February, 1969, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 21st day of February, 1969 unless cause to the contrary thereof be previously shown; ~~provided a copy of this order be published in Queen Anne's County, Maryland, and a copy of the same be referred to the~~

*Charles W. Cecil* Clerk

Filed Feb. 5, 1969

18

ROBERT R. PRICE, JR., assignee

vs.

CHARLES W. BOWSER

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4995

FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. day of September, 1969, 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 proportion of interest as the same has been or may hereafter be received.

*Charles W. Cecil*  
Clerk of Circuit Court for Queen Anne's County.

*Filed Sept. 10. 1969*

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

DAVID C. BRYAN  
Centreville, Maryland  
Assignee

In the Circuit Court for  
Queen Anne's County

vs.

HOMER NEWTON ELDER  
Centreville, Maryland  
and  
GENEVA J. ELDER, his wife  
Centreville, Maryland  
Mortgagors

In Equity

Chancery No. 5011

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 Homer Newton Elder and Geneva J. Elder, his wife, to The Centreville National Bank of Maryland dated December 21, 1963, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 5, folio 195, said mortgage having been duly assigned on November 22, 1968, by the said The Centreville National Bank of Maryland to David C. Bryan, for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of the non-payment of the principal and interest of the notes secured by said mortgage when due and other defaults; and you will file in said suit the original of said mortgage and the assignment thereof as well as the accompanying military affidavit, and Note.

DAVID C. BRYAN  
David C. Bryan, Assignee  
119 Lawyers row  
Centreville, Maryland  
Telephone: 758-1643

Filed Jan. 7, 1969

No 90929  
Re 4649 Received For Record Dec. 23, 1963

PURCHASE MONEY

THIS MORTGAGE, made this 21st day of December, 1963, by and between HOMER NEWTON ELDER ELDER and GENEVA J. ELDER, his wife, of Howard County, in the State of Maryland, hereinafter called "Mortgagors", and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of Eight Thousand Eight Hundred Dollars (\$8,800.00), for money this day lent and advanced to the Mortgagors, for part of the purchase price of the hereinafter described real estate, as represented by a promissory note for the said sum of Eight Thousand Eight Hundred Dollars (\$8,800.00) bearing even date herewith and payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of six per centum (6%) per annum, in one hundred twenty (120) equal, consecutive monthly installments in the sum of Ninety-Seven Dollars and Seventy-One Cents (\$97.71) each, due one (1) month from the date of said note and monthly thereafter, said payments comprising both principal and interest; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan of Eight Thousand Eight Hundred Dollars (\$8,800.00), represented by the aforesaid promissory note, that the same together with any and all renewals and part renewals of the same should be secured by the execution and delivery of this mortgage; the term "renewals" to include renewal or part renewal of the original or any renewal note;

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

All that lot or parcel of land situate, lying and being in the town of Centreville on the East side of North Commerce Street adjoining on the North the Centreville Electric Plant, on the East the property of William P. Turpin, formerly of J. R. E. Turpin and on the South the property of Kennard Brown, formerly of R. E. C. Lowe, and more particularly described as follows, to wit: BEGINNING at an iron spike driven in back of the curb on Commerce Street and running with said Commerce Street North 38 degrees 30 minutes East, 75 feet to an iron spike on the line of the lands of the town of Centreville; thence along the said land of the town of Centreville, South 44 degrees 10 minutes East, 184.1 feet to a stone on the line of the lands of William P. Turpin; thence along said lands of William P. Turpin South 43 degrees 00 minutes West, 75 feet to a stone on the line of the lands of Kennard Brown; thence along said lands of Kennard Brown, North 44 degrees 10 minutes West, 179 feet to an iron spike, the place of beginning.

BEING the same and all of the land which was granted to the Mortgagors by Howard J. Dukes and Mabelle B. Dukes, his wife, by deed bearing even date herewith and intended to be recorded among the land records of said Queen Anne's County immediately preceding the recording of this mortgage.

Filed Jan. 7, 1969

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 deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or HOWARD WOOD, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of -- \$50.00 ---- for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor;

WITNESS: (as to Mortgagors):

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

HOMER NEWTON ELDER (SEAL)  
(Homer Newton Elder)

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

GENEVA J. ELDER (SEAL)  
(Geneva J. Elder)

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

On this the 21 day of December, 1963, before me, \* Katherine C. O'Neal, the undersigned officer, personally appeared Homer Newton Elder and Geneva J. Elder, 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 A. Sydney Gadd, Jr. President of the within mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

NOTARY PUBLIC SEAL.

KATHERINE C. O'NEAL  
Notary Public  
My Commission Expires: May 3, 1965

\*Here insert the name of the officer who takes the acknowledgment.

For value received, The Centreville National Bank of Maryland, a body corporate, does hereby assign the within and foregoing mortgage, unto David C. Bryan, Atty. for collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J. O. Pippin, Jr. its Vice President, attested by and its seal affixed by Katherine C. O'Neal, its Asst. Cashier, this 22 day of November 1968.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

CORPORATE SEAL

By J. O. PIPPIN, JR.  
J. O. Pippin, Jr.  
its Vice President

Attest:

KATHERINE C. O'NEAL  
Katherine C. O'Neal  
its Asst. Cashier

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY, SCT.  
I HEREBY CERTIFY THAT  
THIS ASSIGNMENT WAS RECEIVED FOR  
RECORD THIS 7TH DAY OF JAN 1969  
RE 27890 AND RECORDED IN LIBER  
CWC NO. 5 FOL 196 LAND RECORD BOOK  
FOR QUEEN ANNE'S COUNTY  
CHARLES W. CECIL CLERK.  
\$2.00 pd

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

I HEREBY CERTIFY, that on this 7th day of January, 1969, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that Homer Newton Elder and Geneva J. Elder, his wife, the mortgagors referred to in the foregoing Order to Docket Suit, are not now, nor has either of them been within six (6) months prior thereto, in the military service of the United State 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

Filed Jan. 7, 1969

\$8,800.00 Centreville, Maryland, December 12, 1963

For Value received I, we, or either of us, jointly and severally promise to pay to the order of THE CENTREVILLE NATIONAL BANK OF MARYLAND the sum of Eighty Eight Hundred and 00/100-----Dollars



Negotiable and payable at the Banking House in 120 equal consecutive monthly installments of \$97.71 each, beginning on the 21 day of January 1964.

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.

HOMER NEWTON ELDER (SEAL)

GENEVA J. ELDER (SEAL)  
Centreville, c/o Centreville Locker Plant

SECURED BY MORTGAGE R. E.

Filed Jan. 7, 1969

RECEIVED FOR RECORD JAN. 7, 1969 LIBER 1 PAGE 284

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore, Md. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, David C. Bryan, Assignee, Centreville, Queen Anne's County, State of Maryland, Chancery Cause No. \_\_\_\_\_, Circuit Court for Queen Anne's County, in Equity. 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 (\$6,000.00) 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, formly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of December in the year of our Lord 1968

Whereas, the above bounden David C. Bryan, Assignee of Mortgage hereinafter mentioned by virtue of the power contained in a mortgage from Homer Newton Elder and Geneva J. Elder, his wife to The Centreville National Bank of Maryland bearing date the 21st day of September, 1963 and recorded among the mortgage records of Queen Anne's County in Liber C.W.C. No 5 Folio 195 and duly assigned to the above bounden principal as assignee for the 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 David C. Bryan, Assignee as aforesaid do and shall well and truly and faithfully perform the trust reposed in as said 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 David C. Bryan, Assignee has thereto 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:

MARILEE H. THOMPSON DAVID C. BRYAN (SEAL)  
David C. Bryan

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MARILEE H. THOMPSON By A. JOHN SOUTHALL  
As to Surety A. John Southall Attorney-in-Fact  
CORPORATE SEAL

Security approved and Bond filed Jan. 7, 1969 Charles W. Cecil, Clerk

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 284, a Bond Record Book for Queen Anne's County.

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 January in the year nineteen hundred and sixty-nine.

CHARLES W. CECIL

Clerk

DAVID C. BRYAN,  
Centreville, Maryland  
Assignee

vs.

HOMER NEWTON ELDER  
Centreville, Maryland  
and  
GENEVA J. ELDER, his wife  
Centreville, Maryland  
Mortgagors

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In the Circuit Court for  
  
Queen Anne's County  
  
In Equity  
  
Chancery No. 5011

STATEMENT OF MORTGAGE INDEBTEDNESSES

Balance due on principal of note dated December 21, 1963, in the gross amount of \$8,800.00, by Homer Newton Elder and Geneva J. Elder, his wife, to The Centreville National Bank of Maryland.....	\$5,409.51
Interest from July 21, 1968 to January 7, 1969.....	187.21
8/14/68--Insurance premium paid Eastern Shore Estates.....	120.00
11/20/68--Wm. R. Wilson, III, Treasurer, County Taxes.....	136.10
11/20/68--Town Commissioners of Centreville:	
Town taxes	\$45.55
Sewer	31.00
Cutting weeds	4.50.....
	<u>81.05</u>
	\$5,933.87
Attorney's commissions for collection, being ten per cent (10%) per the terms of the note.....	\$ 559.67

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

THIS IS TO CERTIFY that on this 8th day of January, 1969, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared DAVID C. BRYAN, Assignee, and made oath in due form of law that the foregoing statement of mortgage indebtednesses due by Homer Newton Elder and Geneva J. Elder, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

CHARLES W. CECIL

Clerk

Filed Jan. 8, 1969

DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

HOMER NEWTON ELDER  
Centreville, Maryland  
and  
GENEVA J. ELDER, his wife  
Centreville, Maryland  
Mortgagors

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In the Circuit Court for  
  
Queen Anne's County  
  
In Equity  
  
Chancery No. 5011

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of David C. Bryan, Assignee of the mortgage from Homer Newton Elder and Geneva J. Elder, his wife, to The Centreville National Bank of Maryland, dated December 21, 1963, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 5, folio 195, said mortgage containing a power to sell the mortgaged property to be exercised by the Mortgagee, its assigns, or its duly authorized attorney, after any default

in the terms of said mortgage, said mortgage having been duly assigned on November 22, 1968, by the said The Centreville National Bank of Maryland to David C. Bryan for collection by foreclosure or otherwise, respectfully shows:

That default having occurred in the terms of said mortgage by reason of the non-payment of taxes and the principal and interest of the notes secured by said mortgage when due, said Assignee filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Fidelity and Deposit Company of Maryland (a corporation having the authority to become sole surety on bonds of this character) as surety in the penal sum of Six Thousand Dollars (\$6,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said county at least once each week for four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, said Assignee did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 1:30 P.M., Eastern Standard Time, on Friday, January 31, 1969, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land together with the improvements thereon, situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage and Advertisement of Sale unto Aldy H. Dean, Jr., he being then and there the highest bidder therefore, at and for the sum of Five Thousand Dollars (\$5,000.00).

The purchaser has made a cash deposit of Five Thousand Dollars (\$5,000.00), being all of the purchase price. The Assignee is satisfied that the purchaser will make full settlement of the transaction in accordance with the advertisement of sale. The purchaser's affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

The report states the amount of sale to be Five Thousand Dollars (\$5,000.00).

Respectfully submitted,

DAVID C. BRYAN  
David C. Bryan, Assignee

STATE OF MARYLAND )  
                          ) To Wit:  
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 31st day of January, 1969, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared David C. Bryan, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on January 7, 1969, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

CHARLES W. CECIL  
Clerk

Filed Jan. 31, 1969

ATTORNEY'S SALE  
OF  
VALUABLE COMMERCIAL PROPERTY  
ON NORTH COMMERCE STREET  
IN TOWN OF CENTREVILLE

Under and by virtue of the powers of sale contained in a mortgage from Homer Newton Elder and Geneva J. Elder, his wife, to The Centreville National Bank of Maryland, dated December 21, 1963, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 5, folio 195, and duly assigned by the said The Centreville National Bank of Maryland unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise, and default having occurred in the terms of said mortgage, the undersigned attorney will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 1:30 P.M. E.S.T. on FRIDAY, JANUARY 31, 1969 the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Centreville on the East side of North Commerce Street adjoining on the North the Centreville Electric Plant, on the East the property of William P. Turpin, formerly of J. R. E. Turpin and on the South the property of Kennard Brown, formerly of R. E. C. Lowe, and more particularly described as follows, to wit:

BEGINNING at an iron spike driven in back of the curb on Commerce Street and running with said Commerce Street North 38 degrees 30 minutes East, 75 feet to an iron spike on the line of the lands of the Town of Centreville; thence

along the said land of the Town of Centreville, South 44 degrees 10 minutes East, 184.1 feet to a stone on the line of the lands of William P. Turpin; thence along said lands of William P. Turpin South 43 degrees 00 minutes West, 75 feet to a stone on the line of the lands of Kennard Brown; thence along said lands of Kennard Brown, North 44 degrees 10 minutes West, 179 feet to an iron spike, the place of beginning.

BEING the same and all of the land which was granted to the said Homer Newton Elder and Geneva J. Elder, his wife, by deed dated December 21, 1963 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 5, folio 193, by Howard J. Dukes and Mabelle B. Dukes, his wife.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances, and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS: One frame frozen food locker plant with cutting room and display area, walk-in freezer, storage area, town water and sewer, ample off-street parking.

TERMS OF SALE: A cash deposit of ten percent (10%) of the purchase price will be required on the day of the sale, balance within ten (10) days of the ratification of the sale by the Court, any portion unpaid at the date of sale to bear interest and to be secured to the satisfaction of the undersigned, or entire purchase price may be paid on day of sale. Full possession will be given to the purchaser upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps and notary fees to be paid by the purchaser.

DAVID C. BRYAN  
119 Lawyers Row  
Centreville, Md.

Wm. J. Barcus, Auctioneer

4t-1-30

QUEEN ANNE'S

RECORD-OBSERVER

Centreville, Md., January 31, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Attorney's Sale in the case/estate of Homer Newton Elder and Geneva J. Elder 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 31st day of January, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of January, 1969, and the last insertion on the 30th day of January, 1969.

THE RECORD-OBSERVER CORPORATION

By DOROTHY MONROE

Filed Jan. 31, 1969

DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

HOMER NEWTON ELDER  
Centreville, Maryland  
and  
GENEVA J. ELDER, his wife  
Centreville, Maryland  
Mortgagors

\* In the Circuit Court for  
\*  
\* Queen Anne's County  
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\* In Equity  
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\* Chancery No. 5011  
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AFFIDAVIT OF PURCHASER

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS:

I HEREBY CERTIFY, that on this 31st day of January, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Aldy H. Dean, Jr., purchaser at the foreclosure sale of this cause and being duly authorized so to do, he made oath in due form of law that he purchased all that lot, parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause, as principal and not as agent for anyone, that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.

LUCY BLACKISTON  
Lucy Blackiston  
Notary Public

NOTARIAL SEAL.

My Commission Expires July 1, 1969.

Filed Jan. 31, 1969

CERTIFICATE OF AUCTIONEER

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

ALL that lot or parcel of land situate, lying and being in the Town of Centreville on the East side of North Commerce Street adjoining on the North the Centreville Electric Plant, on the East the property of William P. Turpin, formerly of J.R.E. Turpin, and on the South the property of Kennard Brown, formerly of R.E.C. Lowe, and more particularly described as follows, to wit:

BEGINNING at an iron spike driven in back of the curb on Commerce Street North 38 degrees 30 minutes East, 75 feet to an iron spike on the line of the lands of the Town of Centreville; thence along the said land of the Town of Centreville, South 44 degrees 10 minutes East, 184.1 feet to a stone on the line of the lands of William P. Turpin; thence along said lands of William P. Turpin South 43 degrees 00 minutes West, 75 feet to a stone on the line of the lands of Kennard Brown; thence along said lands of Kennard Brown, North 44 degrees 10 minutes West, 179 feet to an iron spike, the place of beginning.

BEING the same and all of the land which was granted to the said Homer Newton Elder and Geneva J. Elder, his wife, by deed dated December 21, 1963 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 5, folio 193, by Howard J. Dukes and Mabelle B. Dukes, his wife,

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

In front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Friday, January 31, 1969, beginning at the hour of 1:30 P.M., Eastern Standard Time unto Aldy H. Dean, Jr., at and for the sum of Five Thousand Dollars (\$5,000.00).

WILLIAM J. BARCUS JR.  
Auctioneer

Filed Jan. 31, 1969

ORDER NISI ON SALE

David C. Bryan  
Centreville, Maryland  
Assignee

vs.

Homer Newton Elder  
Centreville, Maryland  
and  
Geneva J. Elder, his wife  
Centreville, Maryland, Mortgagors

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5011

ORDERED, this 31st. day of January, 1969, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 3rd. day of March, 1969, 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 24th. day of February, 1969.

The report states the amount of sales to be \$5,000.00.

CHARLES W. CECIL Clerk

Filed January 31, 1969

ORDER NISI

In the Circuit Court  
For Queen Anne's County

In Equity

Cause No. 5011

David C. Bryan  
Centreville, Md.  
Assignee

VS.

Homer Newton Elder  
Centreville, Md.  
and  
Geneva J. Elder,  
his wife  
Centreville, Md.  
Mortgagors

ORDERED, this 31st, day of January, 1969, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 3rd. day of March, 1969, 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 24th. day of February, 1969.

The report states the amount of sales to be \$5,000.00.

Charles W. Cecil, Clerk

Filed January 31, 1969

True Copy

Test; Charles W. Cecil,  
Clerk

3T-2-20

Queen Anne's  
Record-Observer

Centreville, Md., March 11, 1969

The Record-Observer Corporation, a body corporate, does hereby certify that the Order Nisi in the case/estate of Homer Newton Elder 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 February, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of February, 1969, and the last insertion on the 20th day of February, 1969.

THE RECORD-OBSERVER CORPORATION

By DOROTHY M. MONROE

Filed Mar. 11, 1969

DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

HOMER NEWTON ELDER  
Centreville, Maryland  
and  
GENEVA J. ELDER, his wife  
Centreville, Maryland  
Mortgagors

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In the Circuit Court for  
Queen Anne's County

In Equity

Chancery No. 5011

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 12th day of March, 1969, that the sale of the real estate made and reported in this cause by David C. Bryan, 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 preceding order nisi; and the said attorney is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

B. HACKETT TURNER JR.  
Judge

Filed March 12, 1969

DAVID C. BRYAN, Assignee

vs.

HOMER NEWTON ELDER, et al.

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY No. 5011

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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



1. That this Account is stated at the request of David C. Bryan, Assignee, 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 \$1,624.62.

2. That in the within account David C. Bryan, Assignee and vendor, is charged with the proceeds of sale made by him, and he is allowed his commissions for making said sale, (the Assignee having informed your Auditor that he waived his fee for his services), the several court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising Notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's fee, the insurance premium on the real estate sold in this cause, the 1968-9 State and County taxes, the Town of Centreville taxes, sewer rate charges and charges for cutting weeds, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,  
J. THOMAS CLARK

Auditor

April 23, 1969

Filed April 23, 1969

Cause No. 5011

The proceeds of the sale of land reported in this cause, in account with David C. Bryan, Assignee of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1969  
Mar. 12 By proceeds of the sale of said land, per report of said vendor, to wit:-----\$5,000.00

Dr.

To David C. Bryan, Assignee of Mortgage, (and vendor), per terms of mortgage, to wit:

1-His commissions for making sale on \$5,000.00, per terms of mortgage-----	\$400.00	
2-His fee for his services (waived)-----	0.00	\$ 400.00
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	\$ 28.00	
2-Appearence fee of David C. Bryan, Attorney-----	10.00	38.00
To Do., for an amount paid Charles W. Cecil, Clerk, for recording assignment of mortgage, per receipt exhibited, to wit:-----		2.00
To Do., for an amount paid Fidelity & Deposit Company of Maryland, for the premium on the corporate surety bond filed by the vendor in this cause, per receipt exhibited, to wit:		24.00
To Do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For publishing advertisement of sale-----	\$118.75	
2-For publishing Order Nisi of Sale	14.00	132.75
To Do., for an amount due W. J. Barcus, Jr., Auctioneer, for crying said sale, per Local Rules, to wit:-----		25.00
To Do., for an amount paid Eastern Shore Estates Co., for the insurance premium on the real estate sold herein, per receipt exhibited, to wit:-----		120.00

April 23, 1969

J. THOMAS CLARK  
Auditor

To Do., for an amount paid William R. Wilson, III, Treasurer, for the 1968-9 State and County taxes on the real estate sold in this cause, per receipt exhibited, to wit: \$ 136.10

To Do., for amounts paid Town Commissioners of Centreville, per receipts exhibited, to wit:

1-Town taxes for 1968-9-----	\$ 45.55	
2-Sewer rate charges for 1968---	31.00	
3-Cutting weeds-----	4.50	81.05

To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of-- 54.00

To The Centreville National Bank of Maryland, Mortgagee, as a partial payment on the mortgage indebtedness, per statement of debt, in the sum of \$5,596.72, the balance or the sum of-----

	<u>3,972.10</u>	
	\$5,000.00	<u>\$5,000.00</u>

April 23, 1969

J. THOMAS CLARK  
Auditor

Filed April 23, 1969

DAVID C. BRYAN, Assignee  
  
vs.  
  
HOMER NEWTON ELDER, et al.

IN THE CIRCUIT COURT FOR  
  
QUEEN ANNE'S COUNTY  
  
IN EQUITY No. 5011

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 23, 1969, 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:

David C. Bryan, Assignee  
Centreville, Maryland

The Centreville National Bank  
of Maryland  
Centreville, Maryland

Homer Newton Elder  
and Geneva J. Elder  
Centreville, Maryland

PURSUANT to Tule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 23, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 8, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on May 9, 1969.

J. THOMAS CLARK  
Auditor

Filed April 23, 1969

NISI RATIFICATION OF AUDIT

David C. Bryan, Assignee  
  
vs.  
  
Homer Newton Elder and  
Geneva J. Elder, his wife  
Mortgagors

) In the Circuit Court  
) for Queen Anne's County  
) In Equity  
)  
) Cause No. 5011

ORDERED, this 23rd. day of April, 1969, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th. day of May, 1969, unless cause to the contrary thereof be previously shown.

CHARLES W. CECIL Clerk

Filed April 23, 1969

David C. Bryan, Assignee

vs.

Homer Newton Elder and  
Geneva J. Elder, his wife  
MortgagorsIn the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 5011

## FINAL RATIFICATION OF AUDIT

ORDERED, this 13th day of May, 1969, 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 David C. Bryan, Assignee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

CHARLES W. CECIL  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed May 13, 1969

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-second day of June, in the year nineteen hundred and seventy-one, the following Bill to Quiet Title was brought to be recorded, to wit:

Y

LLOYD WARNER	:	IN THE
AND	:	
MARY WARNER,	:	
HIS WIFE,	:	
	:	CIRCUIT COURT
COMPLAINANTS	:	
VS.	:	FOR
HENRY CLAY HENDRICKS,	:	
A/K/A HENRY CLAY HENDRIX,	:	
his unknown heirs, personal	:	QUEEN ANNE'S COUNTY
representatives, and all other	:	
persons, their heirs, and	:	
personal representatives,	:	IN EQUITY
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	:	NO. 5244
mentioned in these proceedings.	:	
ADDRESSES UNKNOWN.	:	
RESPONDENTS.	:	

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Lloyd Warner and Mary Warner, his wife, by Robert R. Price, Jr., 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 Elma Hendrix Spry by deed dated September 9, 1946, recorded September 10, 1946, in Liber ASG Jr. No. 15, folio 64, of the Land Records of Queen Anne's County granted and conveyed a 1 1/2 acre tract of land to Herbert Walls and wife, said tract of land being situate and lying in the Town of Crumpton, Seventh Election District, Queen Anne's County, State of Maryland, and fronting on the road from Crumpton to McGinnis Corner, a certified copy of said deed is filed herewith, and made a part hereof, marked "Exhibit A."

(3) That Herbert Walls and wife conveyed said property to Arthur S. Hock on August 8, 1950, deed recorded in Liber NBW No. 7, folio 115, of the Land Records aforesaid, and the said Arthur S. Hock did subsequently subdivide said parcel into several lots one of which by divers conveyances was granted and conveyed unto your Complainants by deed from Alfred H. Hastings, et al, dated February 22, 1971, and recorded in Liber CWC No. 53, folio 230, of the Land Records aforesaid, a certified copy is filed herewith and made a part hereof marked "Exhibit B."

(4) That a diligent search of the land records, and the records of the Register of Wills of Queen Anne's County fails to disclose any evidence of how or where Elma Hendrix Spry acquired title to said tract of land described in "Exhibit A", except the tax assessment records indicate said tract of land was previously assessed to one, Henry Clay Hendrix, and Elma Spry in other conveyances states she acquired tracts of land as the sole heir of her Brother, Henry Clay Hendrix, who died intestate in the year 1939.

(5) That the Land Records and records of the Register of Wills of Queen Anne's County do not show any evidence of how Henry Clay Hendricks acquired said parcel of land, nor any administration on his estate, and the only reference to other lands conveyed by Elma Spry, as heir of Henry Clay Hendrix, is that he had acquired same by possession.

(6) That said tract of land described in "Exhibit B" is now in possession of your Complainants, but they have been advised they cannot deliver a merchantable title to said lands until said title is decreed by this Honorable Court to be vested in your Complainants, unencumbered by claims of others.

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

TO THE END THEREFORE:

(1) That the Complainants by Decree of this Honorable Court may be made the absolute owners of said land and have the perfect right of absolute disposition of same as against the Respondents in this suit.

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

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

AND AS IN DUTY BOUND, ETC.

*Robert R. Price, Jr.*

Robert R. Price, Jr.,  
Attorney for the Complainants  
103 Lawyer's Row  
Centreville, Md.  
Phone: 758-1660

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

TO WIT:

I HEREBY CERTIFY, that on this 22nd day of June, 1971, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Attorney aforesaid, and made oath in due form of law that the matters and facts set forth herein are correct.

WITNESS my hand and Notarial Seal.

*Marcy J. Collins*  
Notary Public

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

Filed June 22, 1971

2/

Exhibit A

.....  
#24,649. QUEEN ANNE'S COUNTY, TO WIT: BE  
it remembered that on the Tenth day of September, in the year nineteen hundred and  
forty six, the following Deed was brought to be recorded, to wit:-

One-Ten Cent Recordation Tax Stamp.  
Endorsed J P S 9/10/46

T H I S D E E D, made this 9th day of September, in the year  
nineteen hundred and forty-six, by ELMA SPRY, widow, of Queen Anne's County, State  
of Maryland:

W I T N E S S E T H:

That, in consideration of the sum of One hundred Dollars (\$100.00),  
the receipt whereof is hereby acknowledged, the said Elma Spry, widow, does hereby grant  
and convey unto HERBERT WALLS and EMMA M. WALLS, 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 on the left hand or southern side of  
the public road leading from Crumpton's Corner toward McGinnes' Corner and Chestertown,  
bounded on all sides by the property of Paul Harrison, and containing one and one-half  
acres of land, more or less, and being located in the 7th Election District.

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.

50

Original from & mailed to District  
Oct 8, 1946.



TO HAVE AND TO HOLD the above granted property unto the said Herbert Walls and Emma M. Walls, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Elma Spry hereby covenants that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that she will warrant specially the property hereby granted and conveyed, and she will execute such further assurances of said lands as may be requisite.

AS WITNESS the hand and seal of the Grantor.

TEST: LILLIAN P. WALRAVEN  
Lillian P. Walraven

ELMA SPRY (SEAL)  
Elma Spry

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

I HEREBY CERTIFY, that on this 9th day of September, 1946, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Emma Spry, the Grantor above named, to me personally known, and acknowledged the foregoing DEED to be her act.

WITNESS my hand and Notarial Seal.

JOHN F. STOKES  
John F. Stokes  
Notary Public

Notary  
Public  
Seal.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:  
I HEREBY CERTIFY, that the foregoing is truly taken and  
copied from LIBER A.S.G.Jr. 15 folio 64, a  
Redord Book for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the Seal of  
the Circuit Court for Queen Anne's  
County, this 22nd day of June  
Nineteen Hundred and Seventy-one.

Charles W. Cecil  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed June 22, 1971*

31

Exhibit B

No. 6577  
Re 38244 RECEIVED FOR RECORD Feb 26 1971 3:30 PM

THIS DEED, made this 22 day of Feb in the year nineteen hundred and seventy-one, by and between Alfred H. Hastings and Russell Hastings, parties of the first part; and Lloyd Warner and Mary U. Warner, his wife, of Crumpton, Queen Anne's County, State of Maryland, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entirety, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in or near the Village of Crumpton, and more particularly described, as follows, that is to say:

BEGINNING for the same at a point on the South side of Fourth Street 48 feet Westerly from the permanent marker located on the Southwest corner of the intersection of Fourth Street and Pine Street in the Town of Crumpton in the Seventh Election District of Queen Anne's County, State of Maryland, thence running in a Westerly direction by and with the Southerly side of Fourth Street a distance of sixty (60) feet, more or less, to the lands now or formerly of Borleis; thence in a Southerly direction by and with said Borleis lands a distance of three hundred (300) feet to the Northerly side of Fifth Street; thence in an Easterly direction by and with Fifth Street a distance of sixty (60) feet, more or less, to the lands of Arthur S. Ilock and Anna S. Ilock, his wife, thence in a Westerly direction by and with said Arthur S. Ilock, et ux, lands a distance of three hundred (300) feet, more or less, to the point of beginning.

The above described parcel of land contains a portion of the following lots shown on the Town Plat of Crumpton - Lots Nos. 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, and 3554. The portion of each lot being sixty (60) feet by thirty (30) feet.



4-2-71 Original submitted to  
Hastings  
Crumpton, Md.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
740-1000

2, 0-0

BEING the same land granted and conveyed unto the Grantors herein, by deed dated the 14th day of August, 1970, from William John Laukoman, et ux, and recorded in Liber CWC No. 49, folio 388, 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 said land and premises herein described, and hereby intended to be conveyed, 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 parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

*Julian F. Price*

*Alfred H. Hastings* (SEAL)  
Alfred H. Hastings

*Russell Hastings* (SEAL)  
Russell Hastings.

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

I HEREBY CERTIFY, that on this 22 day of Feb. 1971, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Alfred H. Hastings and Russell Hastings, and each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

*Julian F. Price*  
Notary Public  
My commission expires: 7-1-74

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
738-1800

TAX \$ 21.00 REC. # 3824  
STATE PROPERTY TRANSFER FEB 26 '71  
CLERK

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:  
I HEREBY CERTIFY, that the foregoing is truly taken and  
copied from LIBER C.W.C.#53 folio 230, a  
Record Book for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the Seal of  
the Circuit Court for Queen Anne's  
County, this 22nd day of June  
Nineteen Hundred and Seventy-one.

Charles W. Cecil  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed June 22, 1971*



4

LLOYD WARNER and  
MARY WARNER, his wife,

COMPLAINANTS

VS.

HENRY CLAY HENDRICKS, a/k/a  
Henry Clay Hendrix  
and his unknown heirs, per-  
sonal representatives and  
all other persons, their  
heirs and personal repre-  
sentatives, 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

IN THE

CIRCUIT COURT

FOR

QUEENANNE'S COUNTY

IN EQUITY

NO. 5244

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiffs be made the absolute owners of the tracts of land hereinafter respectively 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 claiming any interest in said land.

The Bill recites that this proceeding is - - - - -

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That Elma Hendrix Spry by deed dated September 9, 1946, recorded September 10, 1946, in Liber ASG Jr. No. 15, folio 64, of the Land Records of Queen Anne's County granted and conveyed a 1 1/2 acre tract of land to Herbert Walls and wife, said tract of land being situate and lying in the Town of Crumpton, Seventh Election District, Queen Anne's County, State of Maryland, and fronting on the road from Crumpton to McGinnes Corner, a certified copy of said deed is filed herewith, and made a part hereof, marked "Exhibit A."

(3) That Herbert Walls and wife conveyed said property to Arthur S. Hock on August 8, 1950, deed recorded in Liber NBW No. 7, folio 115, of the Land Records aforesaid, and the said Arthur S. Hock did subsequently subdivide said parcel into several lots one of which by divers conveyances was granted and conveyed unto your Complainants by deed from Alfred H. Hastings, et al, dated February 22, 1971, and recorded in Liber CWC No. 53, folio 230, of the Land Records aforesaid, a certified copy is filed herewith and made a part hereof marked "Exhibit B."

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
760-1660



(4) That a diligent search of the land records, and the records of the Register of Wills of Queen Anne's County, fails to disclose any evidence of how or where Elma Hendrix Spry acquired title to said tract of land described in "Exhibit A", except the tax assessment records indicate said tract of land was previously assessed to one, Henry Clay Hendrix and Elma Spry in other conveyances states she acquired tracts of land as the sole heir of her Brother, Henry Clay Hendrix, who died intestate in the year 1939.

(5) That the Land Records and records of the Register of Wills of Queen Anne's County do not show any evidence of how Henry Clay Hendricks acquired said parcel of land, nor any administration on his estate, and the only reference to other lands conveyed by Elma Spry, as heir of Henry Clay Hendrix, is that he had acquired same by possession.

(6) That said tract of land described in "Exhibit B" is now in possession of your Complainants, but they have been advised they cannot deliver a merchantable title to said lands until said title is decreed by this Honorable Court to be vested in your Complainants, unencumbered by claims of others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of June, 1971, 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 21st day of July, 1971, shall give notice to the Respondents, 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 before the 23rd day of August, 1971, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

FILED: June 22, 1971

Charles W. Cecil  
CLERK.

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Aug 27 1971

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Equity No. 5244

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 21st day of July, 1971, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of June, 1971, and the last insertion on the 14th day of July, 1971.

THE RECORD-OBSERVER CORPORATION

By Dorothy J. Moore

Filed Aug 31, 1971

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

**NOTICE**

LLOYD WARNER and  
MARY WARNER, his wife,  
COMPLAINANTS  
VS.

HENRY CLAY HENDRICKS, a/k/a  
Henry Clay Hendrix  
and his unknown heirs, personal  
representatives and all other  
persons, their heirs and personal  
representatives, 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  
IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 5244

**ORDER OF PUBLICATION**

The object of this suit is to  
procure a decree that the Plaintiffs  
be made the absolute owners of the  
tracts of land hereinafter  
respectively 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 claiming  
any interest in said land.

The Bill recites that this  
proceeding is . . .

(1) Filed under the provisions of  
the Code of Public General Laws of  
Maryland, Article 16, Section 128  
(1957).

(2) That Elma Hendrix Spry by  
deed dated September 9, 1946,  
recorded September 10, 1946, in  
Liber ASGJr. No. 15, folio 64, of  
the Land Records of Queen Anne's  
County granted and conveyed a 1 1/2  
acre tract of land to Herbert Walls  
and wife, said tract of land being  
situate and lying in the Town of  
Crumpton, Seventh Election  
District, Queen Anne's County,  
State of Maryland, and fronting on

the road from Crumpton to McGinnes Corner, a certified copy of said deed is filed herewith, and made a part hereof, marked "Exhibit A."

(3) That Herbert Walls and wife conveyed said property to Arthur S. Hock on August 8, 1950, deed recorded in Liber NBW No. 7, folio 115, of the Land REcords aforesaid, and the said Arthur S. Hock did subsequently subdivide said parcel into several lots one of which by divers conveyances was granted and conveyed unto your Complainants by deed from Alfred H. Hastings, et al, dated February 22, 1971, and recorded in Liber CWC No. 53, folio 230, of the Land Records aforesaid, a certified copy is filed herewith and made a part hereof marked "Exhibit B."

(4) That a diligent search of the land records, and the records of the Register of Wills of Queen Anne's County, fails to disclose any evidence of how or where Elma Hendrix Spry acquired title to said tract of land described in "Exhibit A", except the tax assessment records indicate said tract of land was previously assessed to one, Henry Clay Hendrix and Elma Spry in other conveyances states she acquired tracts of land as the sole heir of her Brother, Henry Clay Hendrix, who died intestate in the year 1939.

(5) That the Land Records and records of the Register of Wills of Queen Anne's County do not show any evidence of how Henry Clay Hendricks acquired said parcel of land, nor any administration on his estate, and the only reference to other lands conveyed by Elma Spry, as heir of Henry Clay Hendrix, is that he had acquired same by possession.

(6) That said tract of land described in "Exhibit B" is now in possession of your Complainants, but they have been advised they cannot deliver a merchantable title to said lands until said title is decreed by this Honorable Court to be vested in your Complainants, unenumbered by claims of Others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of June, 1971, 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 21st day of July, 1971, shall give notice to the Respondents, 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 before the 23rd day of August, 1971, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL,

CLERK

FILED: June 22, 1971

True Copy

Test: Charles W. Cecil, Clerk

41-7-14

6/

LLOYD WARNER : IN THE  
AND :  
MARY WARNER, :  
HIS WIFE, :  
COMPLAINANTS : CIRCUIT COURT

VS.

HENRY CLAY HENDRICKS, : FOR  
A/K/A HENRY CLAY HENDRIX, :  
his unknown heirs, personal :  
representatives, and all other :  
persons, their heirs, and :  
personal representatives, 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. :  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 5244

RESPONDENTS. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Attorney for Lloyd Warner and Mary Warner, his wife, Petitioners, respectfully represents:

(1) That the Defendants, Henry Clay Hendricks, a/k/a Henry Clay Hendrix, his unknown heirs, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, have been duly served, summons to appear, answer and defend in this cause, as evidenced by the Order of Publication issued in this Cause, and the Certificate of Public 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 said Defendants to answer and defend in this cause has 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

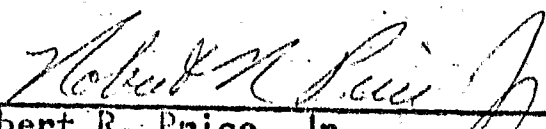
ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

Honorable Court, against Henry Clay Hendricks, A/K/A Henry Clay Hendrix, his unknown heirs, personal representatives, and all other persons, their heirs, and personal representatives, 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.

(2) That the papers in this Case may be submitted to one of the standing examiners of this Court, so that your Petitioners may take testimony in support of the allegations of the Bill of Complaint.

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

AND AS IN DUTY BOUND, ETC.

  
Robert R. Price, Jr.  
Attorney for the Petitioners.  
103 Lawyer's Row  
Centreville, Maryland

*Filed Aug 31, 1971*

1

LLOYD WARNER : IN THE  
 AND :  
 MARY WARNER, :  
 HIS WIFE, :  
 COMPLAINANTS : CIRCUIT COURT

VS.

HENRY CLAY HENDRICKS, : FOR  
 A/K/A HENRY CLAY HENDRIX, :  
 his unknown heirs, personal :  
 representatives, and all other : QUEEN ANNE'S COUNTY  
 persons, their heirs, and :  
 personal representatives, :  
 who could claim any interest : IN EQUITY  
 in the real estate mentioned :  
 in these proceedings, or who :  
 could claim to hold a lien or :  
 encumbrance on the real estate :  
 mentioned in these proceedings. : NO. 5244  
 ADDRESSES UNKNOWN. :

RESPONDENTS. :

ORDER OF COURT

That foregoing Petition having been read and considered,  
 and it appearing that the Defendants, Henry Clay Hendricks,  
 a/k/a Henry Clay Hendrix, his unknown heirs, personal  
 representatives, and all other persons, their heirs, and  
 personal representatives, 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 2nd day of Sept.,  
 1971, 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, Henry Clay Hendricks,



a/k/a Henry Clay Hendrix, his unknown heirs, personal representatives, and all other persons, their heirs, and personal representatives, 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 ORDAINED and ADJUDGED that leave be granted to the Petitioners to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

B. Hackett Turner Jr.  
JUDGE.

*Filed Sept. 2, 1971*

8

LLOYD WARNER  
and  
MARY WARNER,  
his wife,  
COMPLAINANTS

VS.

HENRY CLAY HENDRICKS,  
A/K/A HENRY CLAY HENDRIX,  
his unknown heirs, personal  
representatives, and all  
other persons, their heirs and  
personal representatives,  
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.

DEPOSITIONS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned, one of the Standing Examiners for the  
Circuit Court for Queen Anne's County, in Equity, at the re-  
quest of Robert R. Price, Jr., Solicitor for the Complainants  
herein, did, at the office of Robert R. Price, Jr., 103 Lawyer's  
Row, Centreville, Maryland, on Monday, September 13, 1971,  
at 10:00 A.M., and after swearing the witnesses and the steno-  
grapher, Marcy F. Collier, proceed to take their depositions;  
and I do further certify that I was present during the taking  
of the depositions; that the examination was properly conduct-  
ed, and that I did not deem it necessary for me to examine  
or further question any of the witnesses, there being no unusua  
or irregular circumstances in the taking of the said depositions  
or in the conduct of the proceedings.

And I do further certify, that Robert R. Price, Jr.,  
Solicitor for the herein Complainants completed said depositions  
at 11:00 A.M.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

*Edward Turner*  
Edward Turner, Examiner.

DATE FILED: 9/30/71  
*Filed Sept 30 1971*

The first witness, Mary U. Warner, on her own behalf, having been duly sworn, did depose and say:

QUESTIONS BY MR. PRICE:

- Q. State your name and address.
- A. Mary U. Warner, Crumpton, Maryland.
- Q. Are you and Lloyd Warner the Complainants in this Bill To Quiet Title?
- A. Yes.
- Q. Did you and Lloyd Warner purchase a certain tract of land from Alfred H. Hastings and Russell Hastings?
- A. Yes.
- Q. On what date did you purchased this property?
- A. February 22nd, 1971.
- Q. I hand you a copy of a deed marked Exhibit B and ask you to identify it.
- A. It is a copy of our deed from Alfred H. Hastings and it describes our property in Crumpton.
- Q. Have you and Lloyd Warner lived on this property since it purchase?
- A. Yes, it is our home.
- Q. Since the time you have lived on the property, has anyone claimed any right, title or interest in this property?
- A. No.
- Q. To your knowledge, have any persons ever claimed any right, title or interest in this property.
- A. Yes, I have.
- Q. What are the circumstances of your knowing that you do not have a clear and merchantable title to this property?
- A. We made application for a loan from the Sudlersville Bank and we were turned down for a loan for this reason.

The second witness, Arthur S. Hock, on behalf of Mary U. Warner and Lloyd Warner, Complainants herein, having been duly sworn, did depose and say:

- Q. Please state your name and address.
- A. Arthur S. Hock, Crumpton, Maryland.
- Q. How long have you lived in Crumpton?
- A. Around fifty-one (51) years. I did work away from Crumpton for a short while, but I came back and have lived in Crumpton ever since that short time.

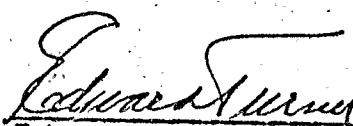
- Q. During the fifty-one (51) years have you been familiar with the tract of land described in Exhibit B.?
- A. Yes.
- Q. Did you, at any time, own any property in this area?
- A. Yes, this lot is a portion of the back of a parcel I owned.
- Q. Do you remember when you purchased this property?
- A. August 8, 1950.
- Q. Who did you purchase this property from?
- A. Herbert and Emma Walls. Herbert is now deceased, but Emma Walls is still living.
- Q. Do you recall when and how Mr. and Mrs. Walls acquired the property?
- A. They acquired it from Elma Spry.
- Q. Do you have any knowledge as to how Emma Spry acquired the property?
- A. Yes, she got it from her Brother, Henry Clay Hendrix.
- Q. Did you know Henry Clay Hendrix?
- A. Yes.
- Q. What are the circumstances of your knowing him?
- A. I knew everyone in Town. He was a truck farmer for many years.
- Q. To your knowledge, did Mr. Hendrix hold title and possession of this property?
- A. He had possession of it from 1920 until his death.
- Q. What purpose did Henry Clay Hendrix use this property for?
- A. For a small truck farm. He raised and sold produce for many years. He was quite prominent in the County. He had quite a few appointments. He was a very good talker, but had a stammer.
- Q. During the years Mr. Hendrix cultivated this land, to your knowledge, do you know if anyone claimed any right, title or interest in this property.
- A. Not to my knowledge. It was always Hendrix property.
- Q. Do you know how Mr. Hendrix acquired this property.
- A. I took for granted through inheritance. Until 1865 Crumpton was only one (1) block deep. The Sheppards extended it, and the old plats show this land as being titled Hendrix land.

- Q. Do you know if Mr. Hendrix was ever married?
- A. Not to my knowledge.
- Q. Did he have any children?
- A. No. He lived alone.
- Q. Did you ever hear if Mr. Hendrix was married or had children?
- A. No, I never heard he was married.
- Q. To your knowledge, did he have any relatives?
- A. Other than Elva Spry, I don't know of any.
- Q. Do you remember the approximate date of death of Mr. Henry Hendrix?
- A. About 1939, I was away working at that time.
- Q. Did you say, Mr. Hock, that you have been familiar with this tract of land for forty (40) years?
- A. I am familiar with this tract of land because I owned the adjoining block, which was in the back.
- Q. Have you ever heard of any party claiming any right, title and interest in this property, other than the people who had it in their possession?
- A. No. Everyone knows who owns it.
- Q. To your knowledge, it has always been Hendrix's land?
- A. The Hendrix family name is on the plat of Crumpton since 1865.
- Q. To your knowledge, was there any formal estate of Henry Hendrix?
- A. No.
- Q. Who handled his affairs since his decease?
- A. His sister, Elva Spry, with the help of Bernard Merrick but they probably didn't come to Centreville for any administration.

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

Edward Turner, Examiner-----\$ 10.00  
 Marcy F. Collier, Stenographer----- 25.00

And I do further certify that said depositions were commenced at 10:00 A.M. and were completed at 11:00 A.M.

  
 Edward Turner, Examiner

Filed 9/20/71

*Filed Sept. 30, 1971*

9/

LLOYD WARNER AND MARY WARNER, HIS WIFE :: IN THE CIRCUIT COURT FOR  
 COMPLAINANTS ::  
 VS. :: QUEEN ANNE'S COUNTY  
 HENRY CLAY HENDRICKS ET AL, :: EQUITY NO. 5244  
 DEFENDANTS ::

:: ::

DECREE

The above Cause standing ready for hearing and being submitted without arguments, the Bill of Complaint, testimony and all other proceedings were by the Court, read and considered:

IT IS THEREUPON this 18<sup>th</sup> day of October, 1971, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Lloyd Warner and Mary Warner, his wife, have absolute ownership and perfect right to absolute disposition of the real estate mentioned in these proceedings and more particularly described below, as against Henry Clay Hendricks, a/k/a Henry Clay Hendrix, deceased, and his unknown heirs, executors, administrators, and all other persons, their heirs, executors, and administrators, who could claim any interest in the real estate below described or who could claim to hold a lien or encumbrance on the real estate described as follows, to wit:

"ALL that piece, parcel or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in or near the village of Crumpton, and more particularly described as follows, that is to say:

BEGINNING for the same at a point on the South side of Fourth Street 48 feet Westerly from the permanent marker located on the Southwest corner of the intersection of Fourth Street and Pine Street in the Town of Crumpton, thence running in a Westerly direction by and with the Southerly side of Fourth Street a distance of sixty (60) feet, more or less, to the lands of or formerly of Borleis, thence in a Southerly direction by and with said Borleis lands a distance of three hundred (300) feet to the Northerly side of Fifth Street; thence in an Easterly direction by and with Fifth Street a distance of sixty (60) feet more or less to the lands of Arthur S. Hock, thence in a Westerly direction by and with said Arthur S. Hock lands a distance of three hundred (300) feet, more or less, to the point of beginning.

The above described parcel of land contains a portion of the following lots shown on the Town Plat of Crumpton-Lots Nos. 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, and 3554. The portion of each lot being sixty (60) feet by thirty

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND

(30) feet.

(2) Henry Clay Hendricks a/k/a Henry Clay Hendrix, deceased, and his unknown heirs, executors, administrators, and all other persons, their heirs, executors, and administrators who could claim any interest in the real estate described in these proceedings or who could claim to hold a lien or encumbrance in the herein described real estate are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

B. Hackett Turner Jr.  
Judge

Filed Oct 18, 1971



QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirtieth day of January, in the year nineteen hundred and sixty-nine, the following Bill of Complaint for Sale of Real Estate and Lien of Plaintiffs Against Proceeds of Sale was brought to be recorded, to wit:-

MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYNĀK) 1311 BROENING HIGHWAY BALTIMORE, MARYLAND 21224

AND

RUTH AUGUST (ALSO KNOWN AS RUTH AUGUSTYNĀK), HIS WIFE 1311 BROENING HIGHWAY BALTIMORE, MARYLAND 21224

PLAINTIFFS

VS.

JOHN C. WALTERS 613 SOUTH ROSE STREET BALTIMORE, MARYLAND 21224

MARIE WOODALL (NEE WALTERS) 8 IDLEWOOD STREET GLEN BURNIE, MARYLAND 21061

CHESTER J. WALTERS CHARLESTOWN, WEST VIRGINIA

EDWARD F. WALTERS 10 IDLEWOOD STREET GLEN BURNIE, MARYLAND 21061

DOROTHY HENDRICKSON 1750 COLUMBIA ROAD RIVERSIDE, CALIFORNIA 92502

RAYMOND J. WALTERS STEVENSVILLE, MARYLAND 21666

DEFENDANTS

\* \* \* \* \*

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chy. No. 5019

151.00 R. 28222

BILL OF COMPLAINT FOR SALE OF REAL ESTATE AND LIEN OF PLAINTIFFS AGAINST PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PLAINTIFFS, MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYNĀK) AND RUTH AUGUST (ALSO KNOWN AS RUTH AUGUSTYNĀK), HIS WIFE, BY J. HOWARD HOLZER AND WALTER LITVINUCK, THEIR SOLICITORS, COMPLAINING ALLEGE:

- 1. THAT THE PLAINTIFF, MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYNĀK) IS POSSESSED OF LEGAL TITLE TO ONE-HALF (1/2) INTEREST IN CERTAIN FEE SIMPLE PROPERTY AS A TENANT

-2-

IN COMMON WITH THE DEFENDANTS, JOHN C. WALTERS, MARIE WOODALL (NEE WALTERS), CHESTER J. WALTERS, EDWARD F. WALTERS, DOROTHY HENDRICKSON, AND RAYMOND J. WALTERS, THE AFOREGOING HOLDING LEGAL TITLE AS JOINT TENANTS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AND THE PLAINTIFFS HOLDING LEGAL TITLE TO THE REMAINING UNDIVIDED ONE-HALF (1/2) INTEREST IN TWO (2) FEE SIMPLE PARCELS OF LAND AND IMPROVEMENTS LOCATED IN QUEEN ANNE'S COUNTY AND DESCRIBED AS FOLLOWS:

(A) ALL THAT TRACT OF LAND IN QUEEN ANNE'S COUNTY ON THE SOUTH SIDE OF THE PUBLIC ROAD LEADING TO MANTIK PACKING PLANT AND BEGINNING FOR THE SAME AT A STONE BOUNDARY SOUTH OF THE WEST LINE OF THE PROPERTY OF GEORGE TUPENSKI, THENCE EASTERLY WITH SAID PUBLIC ROAD AND ON THE SOUTH SIDE THEREOF 1259 FEET TO A STONE BOUNDARY AT THE HEAD OF A COVE OF WATER LEADING INTO A PORTION OF MARSHLAND, THENCE SOUTHERLY 255 FEET TO A STONE BOUNDARY, THENCE WEST 1324 FEET TO A STONE BOUNDARY AND THENCE NORTHERLY 90 FEET TO THE PLACE OF BEGINNING. CONTAINING 6.7 ACRES, MORE OR LESS.

(B) ALL THAT TRACT OF LAND, BEGINNING AT A STONE OF SAID PUBLIC ROAD AND RUNNING THENCE NORTH TO THE CREEK THENCE WEST ABOUT 65 FEET, THENCE SOUTH TO THE PUBLIC ROAD, THENCE EAST TO THE PLACE OF BEGINNING ABOUT 60 FEET, CONTAINING 1/2 ACRES, MORE OR LESS.

2. THAT TITLE TO SAID PROPERTY WAS ACQUIRED BY DEED DATED OCTOBER 21, 1947, ASG JR. 18, FOLIO 272, FROM NELLIE G. MEREDITH, SINGLE LADY, TO WILLIAM AUGUST, MARY AUGUST, JAMES AUGUST, MARTIN AUGUST, JOSEPH AUGUST, PETE AUGUST, AND THERESA WALTERS (OR WALTER) AS JOINT TENANTS. THE SAID

WILLIAM AUGUST, MARY AUGUST, JAMES AUGUST, JOSEPH AUGUST, AND PETE AUGUST HAVE SINCE DEPARTED THIS LIFE. SUBSEQUENTLY BY DEED CWC 21, FOLIO 484, APRIL 26, 1966, THERESA WALTERS (OR WALTER) CONVEYED HER ONE-HALF (1/2) INTEREST IN SAID PROPERTY TO JOHN C. WALTERS, MARIE WOODALL, CHESTER J. WALTERS, RAYMOND J. WALTERS, EDWARD F. WALTERS, AND DOROTHY HENDRICKSON, AS JOINT TENANTS.

DULY CERTIFIED COPIES OF SAID DEEDS ARE HERewith FILED AS PART THEREOF, MARKED "EXHIBIT A" AND "EXHIBIT B."

3. THAT THE SAID REAL ESTATE IS NOT SUSCEPTIBLE OF PARTITION WITHOUT MATERIAL LOSS AND INJURY 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 AMONGST THE PARTIES ACCORDING TO THEIR INTERESTS.

4. THAT YOUR PLAINTIFFS FURTHER SAY THAT UPON THE SALE OF THE AFORESAID PROPERTY, THEY ARE ENTITLED TO REIMBURSEMENT AND CREDIT FOR MONIES ADVANCED BY THEM FOR THE FOLLOWING ITEMS:

A) FIRE INSURANCE ON SAID IMPROVEMENTS FROM 1956 TO DATE	\$ 353.84
B) TAXES, 1954 TO 1968	634.96
C) ELECTRIC BILLS TO PUBLIC SERVICE Co.	342.85
D) GAS BILL	134.97
E) MISCELLANEOUS	
(1) INSTALLATION OF ELECTRIC LIGHTS - ALBERT GERTZ	\$112.82
(2) CHARLES ANTHONY, JR.	48.95
(3) FRIEL LUMBER COMPANY	38.10
(4) CRESWELL STORE	80.27
(5) LAWN MOWER	51.45
	331.59
F) HOME IMPROVEMENT - ALUMINUM SIDING FROM ABC JALOUSIE Co. OF MARYLAND	2285.00
G) INTEREST LOAN PAYMENTS JULY, 1959 TO JULY 1968	738.99
TOTAL	<u>\$4822.20</u>

TO THE END THEREFORE,

A. THAT A DECREE MAY BE PASSED FOR THE SALE OF THE SAID REAL ESTATE.

B. THAT THE PROCEEDS OF SAID SALE MAY BE DISTRIBUTED BETWEEN YOUR COMPLAINANTS AND THE OTHER AFOREMENTIONED PARTIES ACCORDING TO THEIR RESPECTIVE RIGHTS AND INTERESTS.

C. THAT YOUR COMPLAINANTS BE CREDITED WITH PAYMENT OF THE AFOREMENTIONED SUMS IN PARAGRAPH FOUR ABOVE AND FINAL DISTRIBUTION BE MADE SUBJECT TO REIMBURSEMENT FOR THE SAME.

D. THAT YOUR COMPLAINANTS MAY HAVE SUCH OTHER AND FURTHER RELIEF AS THEIR CASE MAY REQUIRE.

AND AS IN DUTY BOUND, ETC.

*Martin August*

*Martin Augustyniak*  
MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYNAK)

*J. Howard Holzer*  
J. HOWARD HOLZER

*Ruth August*  
*Ruth Augustyniak*  
RUTH AUGUST (ALSO KNOWN AS RUTH AUGUSTYNAK)

*Walter Litvinuck*  
WALTER LITVINUCK  
SOLICITORS FOR COMPLAINANTS

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT -

I HEREBY CERTIFY THAT ON THIS 31 DAY OF July 1968, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, PERSONALLY APPEARED MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYNAK) AND RUTH AUGUST (ALSO KNOWN AS RUTH AUGUSTYNAK) AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS ABOVE ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*Margene C. Novak*  
NOTARY PUBLIC

*Filed Jan 30, 1969*

Original Exam'd and Mailed to Martin A. Chester, M.  
5/7/48

#26,000. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty First day of October in the year nineteen hundred forty seven, the following Deed was brought to be recorded, to wit:-

HIS DEED, made this 20th day of October, in the year nineteen hundred and forty-seven, by Nellie G. Meredith, single-lady, of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of the sum of Ten Dollars, the said Nellie G. Meredith, single-lady, does hereby grant and convey unto William August, Mary August, James August, Martin August, Joseph August, Pete August and Theresa Walters as joint tenants and not as tenants in common and unto the survivor of them and unto their heirs and assigns, in fee simple, the following described real estate, to wit:

Parcel No. 1.

All that tract or parcel of land in Coxes Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, near the Mantik Packing Company property and on the south side of the public road leading to said Mantik Packing Plant property and beginning for same at a stone boundary south or the west lines of the property of George Tupenski where he now resides and across the public road and from the stone boundary extending easterly with the said public road, and on the south side thereof of 1259 feet to a stone boundary at the head of a cove of water leading into a portion of marshland, thence southerly 255 feet to a stone boundary, thence westerly 1324 feet to a stone boundary, and thence northerly 90 feet to place of beginning, containing Six Acres and seven tenths of an acre (6.7 acres) of land; and

Parcel No. 2.

All that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, aforesaid, beginning for the same at a stone on the public road leading to Mantik Oyster House and running north to the Creek, thence west about 65 feet, thence south to the public road, thence east to the place of beginning about 60 feet, containing One-half acre of land, more or less.

The above two Parcels of land being the same and all the property con-

Filed Jan 30, 1969

Filed Oct 2, 1969

EXHIBIT # 1

1.50



veyed unto Nellie G. Meredith by William Augustynick and others by deed dated September 13th, 1947, and intended to be recorded among the land records of Queen Anne's County aforesaid preceding the recording of these presents, to widsaid deed and the reference

being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND the said Grantor does hereby covenant that she will warrant specially the above described land, and that she will execute such further assurances of said land as may be requisite.

AS WITNESS the hand and seal of the Grantor.

TEST:-

PAUL B. SMITH  
Paul B. Smith

NELLIE G. MEREDITH  
Nellie G. Meredith (SEAL)

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

I HEREBY CERTIFY, that on this 20th day of October, in the year nineteen hundred and forty-seven, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nellie G. Meredith, single-lady, the Grantor above named, and to me personally known, and acknowledged the foregoing DEED to be her act.

Witness my hand and notarial seal.

Notary Public Seal

PAUL B. SMITH  
Paul B. Smith  
Notary Public.

My Commission Expires May 2, 1949

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

I hereby certify that the foregoing was truly taken and copied from Liber A.S.G. 18, folio 272, a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 30th day of January, in the year nineteen hundred and sixty nine.

Charles W Cecil

Clerk





No. 55695  
Re. 1539 RECEIVED FOR RECORD May 6, 1966

THIS DEED, Made this 26<sup>th</sup> day of April, 1966, by  
THERESA WALTERS, (also known as Theresa Walter), of Anne  
Arundel County, State of Maryland;

WITNESSETH: That for and in consideration of the sum of  
Five Dollars (\$5.00) and other good and valuable considerations,  
the receipt of which is hereby acknowledged, the said Theresa  
Walters does hereby grant, assign and convey unto her children,  
JOHN C. WALTER, MARIE WOODALL, CHESTER J. WALTER, RAYMOND J.  
WALTER, EDWARD F. WALTER and DOROTHY HENDRICKSON, as joint  
tenants and not as tenants in common, their assigns, and unto  
the survivors or survivor of them, in fee simple, the following  
described property:

ALL of my right, title, interest and estate in and to the  
following parcels of real estate, in which she has a joint  
interest at present with her brother, Martin August, to wit:

Parcel No. 1

ALL that tract or parcel of land in Coxes Neck on Kent  
Island, in the Fourth Election District of Queen Anne's County,  
Maryland, near the Mantik Packing Company property and on the  
south side of the public road leading to said Mantik Packing  
Plant property and beginning for same at a stone boundary south  
of the west lines of the property of George Tupenski where he  
now resides, and across the said public road, and from the said  
stone boundary extending easterly with the said public road,  
and on the south side thereof 1259 feet to a stone boundary  
at the head of a cove of water leading into a portion of marsh  
land, thence southerly 255 feet to a stone boundary, thence  
westerly 1324 feet to a stone boundary, and thence northerly  
90 feet to the place of beginning; containing six (6) acres and  
seven-tenths (7/10) of an acre of land.

Parcel No. 2

ALL that lot or parcel of land situate, lying and being  
in the Fourth Election District of Queen Anne's County, State  
of Maryland aforesaid, beginning for the same at a stone on the  
public road leading to Mantik Oyster House, and running north to  
the Creek, thence west about 65 feet, thence south to the public  
road, thence east to the place of beginning about 60 feet;  
containing one-half (1/2) acre of land more or less.

BEING the same two parcels of land described in a deed  
dated October 20, 1947, and recorded among the Land Records of  
Queen Anne's County in Liber A.S.G.Jr., No. 18, folio 272, etc.  
from Nellie G. Meredith, single lady, to William August, et al.;  
the said William August having died in October, 1953; Mary  
August having died on July 13, 1954; James August having died  
on February 14, 1953; Pete August having died on July 11, 1957,  
and Joseph August having died on July 19, 1965, leaving Theresa  
Walters and Martin August the surviving joint tenants prior to  
the execution of this deed.

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 said land and premises above described  
and mentioned and hereby intended to be conveyed, together with

3  
6-13-66 Original mailed to Clifford Hanes - Wye River  
City. - Quantstown, Md 21658

No Stamps  
REQUIRED

Filed Jan 30, 1969

Filed Oct 2, 1969

EXHIBIT #2

\$ 2.00

the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of John C. Walter, Marie Woodall, Chester J. Walter, Raymond J. Walter, Edward F. Walter and Dorothy Hendricksen, as joint tenants and not as tenants in common, their assigns, and unto the survivors or survivor of them forever, in fee simple.

AND the said Theresa Walters does hereby covenant that she will warrant specially the above described land, and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

Witness:

Marie Woodall

Theresa Walters (SEAL)  
Theresa Walters  
(also known as  
Theresa Walter)

STATE OF MARYLAND \*  
COUNTY OF Anne Arundel \* To wit:

I HEREBY CERTIFY that on this 26th day of April, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared THERESA WALTERS (also known as Theresa Walter), who acknowledged the foregoing deed to be her act.

WITNESS my hand and Notarial Seal.

Raymond F. Brown  
Notary Public

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

I Hereby Certify, that the foregoing is truly taken and copied from Liber C.W.C. No. 21 Folio 484, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my hand and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of January, in the year nineteen hundred and sixty-nine.

Charles W. Cecil  
Charles W. Cecil  
Clerk of the Circuit Court.

MARTIN AUGUST (ALSO KNOWN  
AS MARTIN AUGUSTYNAK)  
1311 BROENING HIGHWAY  
BALTIMORE, MARYLAND 21224

AND

RUTH AUGUST (ALSO KNOWN  
AS RUTH AUGUSTYNAK), HIS  
WIFE

PLAINTIFFS

VS.

JOHN C. WALTERS  
613 SOUTH ROSE STREET  
BALTIMORE, MARYLAND 21224

MARIE WOODALL (NEE WALTERS)  
8 IDLEWOOD STREET  
GLEN BURNIE, MARYLAND 21061

CHESTER J. WALTERS  
CHARLESTOWN, WEST VIRGINIA

EDWARD F. WALTERS  
10 IDLEWOOD STREET  
GLEN BURNIE, MARYLAND 21061

DOROTHY HENDRICKSON  
1750 COLUMBIA ROAD  
RIVERSIDE, CALIFORNIA

RAYMOND J. WALTERS  
STEVENSVILLE, MARYLAND 21666

DEFENDANTS

\* \* \* \* \*

ORDER OF PUBLICATION

THE OBJECT OF THIS SUIT IS TO HAVE A TRUSTEE OR  
TRUSTEES APPOINTED TO MAKE SALE OF THE REAL ESTATE SEIZED  
AND POSSESSED BY THE PLAINTIFFS AND DEFENDANTS, IN THEIR  
RESPECTIVE INTEREST AS ALLEGED IN THE BILL OF COMPLAINT  
AND TO DISTRIBUTE THE NET PROCEEDS SO RECEIVED AMONG THOSE  
ENTITLED BY VIRTUE OF THE RESPECTIVE DEEDS REFERRED TO IN  
SAID BILL OF COMPLAINT, THE SAME NOT BEING SUSCEPTIBLE TO  
PARTITION WITHOUT MATERIAL LOSS OR INJURY TO THE SEVERAL  
PARTIES ENTITLED TO RECEIVE THE SAID SEVERAL INTEREST.

THE BILL OF COMPLAINT ALLEGES THAT MARTIN AUGUST

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

no. 5019

(ALSO KNOWN AS MARTIN AUGUSTYN<sup>I</sup>AK) AND THERESA WALTERS (ALSO KNOWN AS THERESA WALTER) ARE THE SURVIVING JOINT TENANTS BY VIRTUE OF A DEED DATED OCTOBER 21, 1947, AND RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY, LIBER A.S.G. JR. 18, FOLIO 272 FROM NELLIE G. MEREDITH, SINGLE LADY, TO WILLIAM AUGUST, MARY AUGUST, JAMES AUGUST, MARTIN AUGUST, JOSEPH AUGUST, PETE AUGUST AND THERESA WALTERS (ALSO KNOWN AS THERESA WALTER) AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP; THAT THE SAID WILLIAM AUGUST, MARY AUGUST, JAMES AUGUST, JOSEPH AUGUST, AND PETE AUGUST HAVING DEPARTED THIS LIFE VESTING THE ABSOLUTE FEE SIMPLE INTEREST AND TITLE IN AND TO THE TWO SURVIVING JOINT TENANTS, MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYN<sup>I</sup>AK) AND THERESA WALTERS (ALSO KNOWN AS THERESA WALTER); THAT BY VIRTUE OF A DEED DATED APRIL 26, 1966, RECORDED AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN LIBER C.W.C. 21, FOLIO 484, THE SAID THERESA WALTERS (ALSO KNOWN AS THERESA WALTER) CONVEYED HER ONE-HALF (1/2) INTEREST IN SAID PROPERTY TO JOHN C. WALTERS, MARIE WOODALL, CHESTER J. WALTERS, RAYMOND J. WALTERS, EDWARD F. WALTERS, AND DOROTHY HENDRICKSON, JOINT TENANTS THUS CREATING A TENANCY IN COMMON WITH THE PLAINTIFF, MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYN<sup>I</sup>AK), CONSISTING OF TWO (2) TRACTS OF LAND ALL OF WHICH ARE SITUATE IN QUEEN ANNE'S COUNTY, STATE OF MARYLAND, AND DESCRIBED AS FOLLOWS:

(A) ALL THAT TRACT OF LAND IN QUEEN ANNE'S COUNTY ON THE SOUTH SIDE OF THE PUBLIC ROAD LEADING TO MANTIK PACKING PLANT AND BEGINNING FOR THE SAME AT A STONE BOUNDARY SOUTH OF THE WEST LINE OF THE PROPERTY OF

GEORGE TUPENSKI, THENCE EASTERLY WITH SAID PUBLIC ROAD AND ON THE SOUTH SIDE THEREOF 1259 FEET TO A STONE BOUNDARY AT THE HEAD OF A COVE OF WATER LEADING INTO A PORTION OF MARSHLAND, THENCE SOUTHERLY 255 FEET TO A STONE BOUNDARY, THENCE WEST 1324 FEET TO A STONE BOUNDARY AND THENCE NORTHERLY 90 FEET TO THE PLACE OF BEGINNING. CONTAINING 6.7 ACRES, MORE OR LESS.

(B) ALL THAT TRACT OF LAND, BEGINNING AT A STONE OF SAID PUBLIC ROAD AND RUNNING THENCE NORTH TO THE CREEK THENCE WEST ABOUT 65 FEET, THENCE SOUTH TO THE PUBLIC ROAD, THENCE EAST TO THE PLACE OF BEGINNING ABOUT 60 FEET, CONTAINING 1/2 ACRES, MORE OR LESS.

THAT BY VIRTUE OF THE EXECUTION OF THE DEED DATED APRIL 26, 1966, THERESA WALTERS (ALSO KNOWN AS THERESA WALTER) SHE BEING THE REMAINING SURVIVING JOINT TENANT TOGETHER WITH THE PLAINTIFF, MARTIN AUGUST (ALSO KNOWN AS MARTIN AUGUSTYN<sup>I</sup>AK) WHEREBY THE SAID THERESA WALTERS (ALSO KNOWN AS THERESA WALTER) CONVEYED HER ONE-HALF (1/2) INTEREST TO HER CHILDREN, THE DEFENDANTS HEREIN, THAT THE SAID REAL ESTATE IS NOT SUSCEPTIBLE TO PARTITION WITHOUT MATERIAL LOSS OR INJURY TO THE PARTIES ENTITLED TO INTEREST THEREIN AS ABOVE STATED, AND THAT IN ORDER TO MAKE DIVISION OF SAID INTEREST, IT WILL BE NECESSARY THAT SAID REAL ESTATE BE SOLD AND THE PROCEEDS THEREOF DIVIDED AMONG THE PARTIES ACCORDING TO THEIR RESPECTIVE INTEREST.

IT IS THEREUPON, THIS 30th DAY OF Jan., 1969, BY THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, ORDERED THAT NOTICE BE GIVEN BY INSERTING A COPY OF THIS ORDER IN SOME NEWSPAPER PRINTED AND PUBLISHED IN QUEEN ANNE'S COUNTY ONCE A WEEK FOR FOUR SUCCESSIVE WEEKS BEFORE THE



-4-

6th DAY OF March, 1969, WARNING THAT THE SAID  
~~CHESTER J. WALTERS AND DOROTHY HENDRICKSON, NON-RESIDENTS~~  
 OF THE STATE OF MARYLAND, TO BE AND APPEAR IN THIS COURT  
 IN PERSON OR BY SOLICITOR ON OR BEFORE THE 7th DAY OF  
April, 1969, TO SHOW CAUSE, IF ANY THEY HAVE, WHY  
 THE RELIEF PRAYED IN SAID BILL OF COMPLAINT SHOULD NOT BE  
 GRANTED AND TO ABIDE BY AND PERFORM SUCH ORDER OR DECREE  
 AS MAY BE PASSED IN THE PREMISES.

Charles A. Cecil  
 CLERK

*Filed Jan 30, 1969*

51  
 MARTIN AUGUST, et al .

Plaintiffs

vs.

JOHN C. WALTERS, et al

Defendants

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

Mr. Clerk:

Please file the above captioned case and make it  
 returnable to the March return day.

Walter Litvinuck  
 Walter Litvinuck  
 Chester, Maryland 21619  
 Phone: 643-5081

*Filed Jan 30, 1969*



## Circuit Court For Queen Anne's County

## EQUITY SUMMONS:

March

Return Day

File No. 5019Docket Chy. No. 2, fol. 48

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

TO: Marie Woodall (nee Walters)  
8 Idlewood Street  
Glen Burnie, Maryland 21061

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

Martin August (also known as Martin Augustynak) 1311 Broening  
Highway, Baltimore, Maryland 21224

and

Ruth August (also known as Ruth Augustynak), his wife, 1311 Broening  
Highway, Baltimore, Maryland 21224

Issued the 30th day of January 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

J. Howard Holzer

NAME: Walter Litvinuck

Charles W. Cecil

Clerk

ADDRESS: Chester, Md.

(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 18,

19 69, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Feb 7, 1969*

Summoned Marie Woodall (nee Walters) on this 3rd day of February, 1969 and left with him a Equity Summons, Bill of Complaint for Sale of Real Estate and Lien of Plaintiffs Against Proceeds of Sale

\$2.00

*William R. Huggins*  
Clerk of Court

Circuit Court For Queen Anne's County

7

EQUITY SUMMONS:

March \_\_\_\_\_ Return Day

File No. 5019 Chy.

Docket C.W.C. No. 2, fol. 48

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

TO: Edward F. Walters  
10 Idlewood Street  
Glen Burnie, Maryland 21061

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  
Martin August (also known as Martin Augustynak) 1311 Broening Highway, Baltimore, Maryland 21224  
and  
Ruth August (also known as Ruth Augustynak), his wife, 1311 Broening Highway, Baltimore, Maryland 21224

Issued the 30th day of January 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Howard Holzer  
Walter Litvinuck

ADDRESS: Chester, Md.

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 March 18,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Feb 7 1969*

LIBER

3 PAGE 452

Summoned Edward F. Walters on this 3rd day of February 1969 and left with him a Equity Summons, Bill of Complaint for Sale of Real Estate and Lien of Plaintiffs Against Proceeds of Sale

\$2.00

*William R. Huggins*  
WILLIAM R. HUGGINS, Sheriff  
A. A. CO.

8 / Circuit Court For Queen Anne's County

EQUITY SUMMONS:

March Return Day

File No. 5019

Docket Chy. C.W.C. #2, fol. 48

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

TO: Raymond J. Walters  
Stevensville, Maryland 21666

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

Martin August (also known as Martin Augustynak) 1311 Broening Highway, Baltimore, Maryland 21224

and  
Ruth August (also known as Ruth Augustynak), his wife, 1311 Broening Highway, Baltimore, Maryland 21224

Issued the 30th day of January 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

J. Howard Holzer  
NAME: Walter Litvinuck

ADDRESS: Chester, Md.

*Charles W. Cecil*

(Seal of Court)

Clerk

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 18,

1969 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Summoned Raymond J. Waters  
on this 6th day of January 1969  
and left with him a copy of  
subpoena, bill of complaint

Walter Litvinuck  
Deputy Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

9 EQUITY SUMMONS:

March Return Day  
File No. 5019 Chy.  
Docket C.W.C. No. 2, fol. 48

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

TO: John C. Walters  
613 South Rose Street  
Baltimore, Maryland 21224

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  
Martin August (also known as Martin Augustynak), 1311 Broening  
Highway, Baltimore, Maryland 21224

and  
Ruth August (also known as Ruth Augustynak), his wife, 1311  
Broening Highway, Baltimore, Maryland 21224

Issued the 30th day of January 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

J. Howard Holzer  
NAME: Walter Litvinuck

ADDRESS: Chester, Maryland

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE March 18,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed March 5, 1969*

Charles Cecil  
Clerk  
(Seal of Court)

*Non Est  
Debowler*

*Frank J. Pez  
Shuff*

10

MARTIN AUGUST (also known as Martin Augustyniak) and RUTH AUGUST (also known as Ruth Augustyniak), his wife,	*	IN THE
	*	CIRCUIT COURT
vs.	*	
	*	FOR QUEEN ANNE'S COUNTY
JOHN C. WALTERS, MARIE WOODALL (nee Walters), CHESTER J. WALTERS, EDWARD F. WALTERS, DOROTHY HENDRICKSON, and RAYMOND J. WALTERS.	*	In Equity
	*	No. 5019
	*	

ANSWER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondents, John C. Walters, Marie Woodall (nee Walters), Chester J. Walters, Edward F. Walters, Dorothy Hendrickson and Raymond J. Walters, by F. Clifford Hane, their attorney, in answer to the Bill of Complaint for Sale of Real Estate and Lien of Plaintiffs against Proceeds of Sale, respectfully shows unto Your Honors:

1. Answering paragraph 1 of said Bill of Complaint, your Respondents admit the allegations therein contained.
2. Answering paragraph 2 of said Bill of Complaint, your Respondents admit the allegations therein contained.
3. Your Respondents are without knowledge of the allegation contained in Paragraph 3 of said Bill of Complaint.
4. Your Respondents are without knowledge of the allegations contained in Paragraph 4 of said Bill of Complaint, and request strict proof thereof.

Further answering said Bill of Complaint, your Respondents aver that the Complainants herein have included personal items in Paragraph 4 of said Bill of Complaint which they verily believe should be borne by them individually.

WHEREFORE, having fully answered said Bill of Complaint, the Respondents pray that this Honorable Court retain jurisdiction over the future disposition of said real estate.

And as in duty bound, etc.

*F. Clifford Hane*  
F. Clifford Hane, Attorney for  
Respondents - Queenstown, Md. 21658  
Phone: 827-8787.

I HEREBY CERTIFY that a copy of the foregoing answer was mailed this 18<sup>th</sup> day of March, 1969, to J. Howard Holzer, Esq. and Walter Litvinuk, Esq., Attorneys for the Complainants, Chester, Maryland.

F. Clifford Hane  
F. Clifford Hane,  
Attorney for Respondents.

*Filed March 18, 1969*

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

April Return Day

File No. 5019

Docket C.W.C.#2, fol. 48

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

TO: John C. Walters  
613 South Rose Street  
Baltimore, Maryland 21224

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  
Martin August (also known as Martin Augustynak) 1311 Broening Highway,  
Baltimore, Maryland 21224.

and

Ruth August (also known as Ruth Augustynak), his wife, 1311 Broering Highway,  
Baltimore, Maryland 21224

Issued the 5th. day of March 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Howard Holzer

ADDRESS: \_\_\_\_\_

NAME: Walter Litvinuck

ADDRESS: Chester, Maryland 21619  
Phone: 643-5081

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed April 9, 1969*



Summored John C Walters and a Copy of the Process  
with a Copy of the Bill of Complaint left with the Defendant  
at 1100 Block of Robinson St while delivery. Mail at 11:40 AM  
on the 29<sup>th</sup> day of March 1969 in the presence of  
John E DeKowski

✓ 11:40  
JED

Frank J. DeB  
Shiff

12  
1

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
Chancery No. 5019

MARTIN AUGUST a/k/a  
Martin Augustyniak, et al.

vs.

JOHN C. WALTERS, et al

Charles W. Cecil, Clerk

Mr. Cecil:

Please file the enclosed testimony  
and exhibits in the above-entitled  
case.

*Edward Turner*

Edward Turner  
Examiner

LAW OFFICES  
J. THOMAS CLARK  
118 N. COMMERCE STREET  
CENTREVILLE, MD. 21617

Filed Oct 2, 1969

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MARTIN AUGUST, etc., et al.

IN THE CIRCUIT COURT FOR

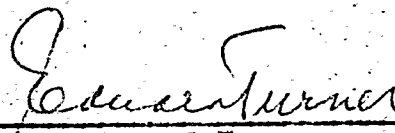
vs.

QUEEN ANNE'S COUNTY

JOHN G. WALTERS, et al.

IN EQUITY No. 5019

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of Walter Litvinuck, Attorney for the Plaintiffs, did, at the office of J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland, on Tuesday, September 23, 1969, at 4:00 o'clock p. m., after swearing the witnesses and the stenographer, proceed to take their testimony; there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceeding, I did not deem it necessary for me to examine any of the witnesses. F. Clifford Hane, Attorney for the Defendants, was present on behalf of the Defendants.



Edward Turner  
Examiner

*Filed Oct 2, 1969*

Page One

The first witness produced on behalf of the Plaintiffs, having been duly sworn, did depose and say:

Direct Examination by Mr. Litvinuck:

Q: Please state your name.

A: Claude Lowery.

Q: What is your official position in Queen Anne's County?

A: Supervisor of Assessments for Queen Anne's County.

Q: How long have you held this position?

A: Since December 1, 1956.

Q: At my request you were asked to inspect the two parcels involved in this litigation, consisting of 6.7 acres of unimproved property and a half acre improved by a two-story building of frame construction, located on Cox's Creek at Old Point. Did you make an inspection of these two parcels?

A: Yes, I inspected them and also the house from the outside.

Q: Are you able to express an opinion of the 6.7 acres as to its value?

A: I would say \$2,500.00 on its value. It is 50% good tillable land and the other half is marsh land.

Q: With reference to the half acre which has 60 feet of frontage on Cox's Neck Road and a two-story frame dwelling located thereon, what is your opinion as to its value?

A: \$6,500.00 would be its fair value in my opinion.

Cross Examination by Mr. Hane:

Q: The two parcels are not contiguous are they?

A: No, there is a road in between.

Q: Is it a public road?

A: Yes.

Q: And the value of both parcels if totaled would be \$9,000.00 in fee simple?

A: Yes.

The second witness produced on behalf of the Plaintiffs, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: Please state your name and address?

A: Martin August, 1311 Broening Highway, Baltimore, Maryland.

Q: Is there any prior or pending litigation between you and the other parties to this suit covering this subject property in this or any other Court?

A: No.

Page Two

Direct Examination by Mr. Litvinuck:

Q: Mr. August, I note in the various deeds of record that the family has used the name of August. Is that the family name?

A: No.

Q: And you, the family, have used the short version?

A: Yes.

Q: What is the last name?

A: Augustyniak.

Q: I believe, Mr. August, you obtained your interest in this property by deed of October 20, 1947, wherein you obtained an interest as a joint tenant together with six other members of the family. Were they your brothers and sisters?

A: Yes.

Q: Then there were seven members of the family that were joint tenants of the two parcels by virtue of the deed dated October 20, 1947?

A: Right.

Q: Will you please name these joint tenants?

A: William August, Mary August, James August, Martin August, Joseph August, Pete August and Theresa Walters.

Q: Now, five of the joint tenants predeceased you and Theresa Walters, is that true?

A: Yes.

Q: Can you give me the dates of death of these five, the approximate dates?

A: William August died in October, 1953; Mary August died in July, 1954; James August died in February, 1953; Joseph August died in July, 1965; Pete August died in July, 1957.

Q: That left as surviving joint tenants of the two parcels you, Martin August, and Theresa Walters?

A: Yes.

Q: On or about April 26, 1966, were you and Theresa Walters the joint tenants of the two parcels?

A: Yes.

Mr. Litvinuck: Offered into evidence is this deed dated October 20, 1947 and recorded in Liber A.S.G. Jr. No. 18, folio 272, and I ask that it be marked Exhibit No. 1 to this testimony.

Q: Mr. August, do you have a valuation of these two parcels of ground, the 6.7 acre tract and the half acre tract improved by a two-story frame dwelling, different from Mr. Lowery's or do you concur with his evaluation?

A: I agree with Mr. Lowery's opinion of the value.

Page Three

Cross Examination by Mr. Hane:

Q: Mr. August, in your opinion can this property be partitioned and an equal portion given to each person entitled to an interest?

A: No.

Re-Direct by Mr. Litvinuck:

Q: And the necessity of having the sale before all the issues are resolved is because of the fact that the improved property is being vandalized, is that correct?

A: Yes.

Q: It has been damaged rather extensively, has it not?

A: Right.

The first witness produced on behalf of the Defendants, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: State your name and address?

A: Marie Woodall, 8 Idlewood Street, Glen Burnie, Maryland.

Q: Is there any other suit between you and any other party to this suit now in the process of being tried?

A: No.

Direct Examination by Mr. Hane:

Q: Mrs. Woodall, you are a neice of Martin August, is that correct?

A: Yes.

Q: And who was your mother?

A: Theresa Walters.

Q: And Theresa Walters was what relation to Martin August?

A: A sister.

Q: And sometime around April, 1966, was your mother the surviving joint owner with Martin August of this property in question?

A: Yes.

Q: And on or about April 26, 1966, did your mother execute a deed conveying her one-half interest?

A: Yes.

Q: To whom?

A: Us children.

Q: Please identify them.

A: John Walters, Raymond Walters, Marie Woodall, Chester Walters and Dorothy Handrickson.

Page Four

Q: And this one-half interest that your mother conveyed to you children, that was as joint tenants as to a one-half interest?

A: Yes.

Q: At that time, April 26, 1966, Frank Walters had died, had he not?

A: Yes.

Q: Did he leave any children?

A: No.

Q: Are you familiar with the property in Cox's Neck?

A: Yes.

Q: Do you in your opinion feel that the appraisal by Mr. Lowery is fair and reasonable?

A: I do.

Mr. Hane: At this point I would like to offer into evidence this deed of April 26, 1966, and recorded in Liber C.W.C. No. 21, folio 484, and I ask that it be marked Exhibit No. 2 to this testimony.

Q: Mrs. Woodall, is the property consisting of 6.7 acres of land on one side of the road and the one-half acre on the other side, improved by a two-story dwelling, divisible in kind so that each person entitled to an interest could have an equitable share?

A: No.

Cross Examination by Mr. Litvinuck:

Q: Did Frank Walters have an interest in the property in question here?

A: No.

The second witness produced on behalf of the Defendants, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: State your name and address.

A: Raymond J. Walters, Stevensville, Maryland.

Q: Do you know of any other suit that might affect the property in this proceeding?

A: No.

Direct Examination by Mr. Hane.

Q: Mr. Walters you have heard your sister's testimony, do you concur with what she has said?

A: Yes.

Q: Do you have anything to add?

A: No.



Page Five

Cross Examination by Mr. Litvinuck:

No questions.

The third witness produced on behalf of the Defendants, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: State your name and address.

A: Edward F. Walters, 10 Idlewood Street, Glen Burnie, Maryland.

Q: Do you know any information or any suit that will affect this property?

A: No.

Direct Examination by Mr. Hane:

Q: You have heard your sister's testimony here, do you concur with what she has said?

A: Yes, I do.

Q: Do you have anything to add.

A: No.

Cross Examination by Mr. Litvinuck:

No questions.

Mr. Litvinuck and Mr. Hane:

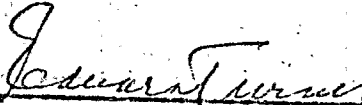
It is agreed between counsel that the allegations contained in paragraph No. 4 of the Bill of Complaint, which are in dispute, are not a part of this testimony, and will be determined at a later hearing.

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 are as follows, to wit:

Edward Turner, Examiner-----\$10.00

Betty M. Comegys, Stenographer, for taking  
and transcribing the testimony-----\$20.00

And I do hereby further certify that said depositions was commenced at 4:00 o'clock p.m., and ended at 4:30 o'clock p.m., or a period of thirty minutes.

  
Edward Turner

*Filed Oct 2, 1969*

FOR EXHIBITS No. 1 and No. 2 filed with Testimony on October 2, 1969,  
SEE EXHIBITS FILED January 30, 1969, with Bill of Complaint

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MARTIN AUGUST, ET AL.	*	IN THE CIRCUIT COURT
	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY NO. 5010
JOHN C. WALTERS, ET AL.	*	
Defendants	*	

MOTION FOR REINSTATEMENT  
LOCAL RULE 23d.

Martin August, et al., Plaintiffs, by Walter Litvinuck, their attorney and John C. Walters, et al., by F. Clifford Hane, their attorney, move that the above captioned case be reinstated on the trial docket for further proceedings.

*Walter Litvinuck*  
 \_\_\_\_\_  
 Walter Litvinuck  
 Chester, Maryland 21619  
 Phone: 643-5081  
 Attorney for Plaintiffs

*F. Clifford Hane*  
 \_\_\_\_\_  
 F. Clifford Hane  
 Queenstown, Maryland 21158  
 Phone: 827-8787  
 Attorney for Defendants

*Filed April 5, 1971*

O R D E R

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It is ORDERED this 6 day of April, 1971, by the Circuit Court for Queen Anne's County, Maryland, that the Stet in the above captioned case be stricken and the case be reinstated for further proceedings.

*B. Hackett Turner Jr.*  
 \_\_\_\_\_  
 JUDGE

*Filed April 6, 1971*

15  
 MARTIN AUGUST, ET AL. \* IN THE CIRCUIT COURT  
 Plaintiffs \* FOR  
 vs. \* QUEEN ANNE'S COUNTY  
 JOHN C. WALTERS, ET AL. \* IN EQUITY NO. 5019  
 Defendants \*

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered.

IT IS THEREUPON, on this 6 day of April, 1971, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings will be sold for the purpose of partition; and

That Walter Litvinuck and F. Clifford Hane be and they are hereby appointed Trustees to make sale thereof, but before they shall make the judicial sale, they 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 ), 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 them; that before they shall make a 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 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 upon the Court's ratification of said sale, and on 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 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.

That said Trustees 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 Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

B. Hackett Turner Jr.  
 JUDGE

Filed April 6, 1971

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RECEIVED FOR RECORD May 4, 1971

# 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 Co., Maryland, and F. Clifford Hane of Queenstown, Queen Anne's Co., Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND (\$7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we and 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 4th day of MAY in the year of our Lord one thousand nine hundred and seventy-one.

WHEREAS, the above bounden Walter Litvinuck and F. Clifford Hane by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County passed on April 6, 1971, have been appointed Trustees to sell Real Estate

mentioned in the proceedings in the case of MARKED ANGURE, Et Al, Plaintiffs

John G. Walters, Et Al, Defendants

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Walter Litvinuck and F. Clifford Hane

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:

Walter Litvinuck (S) & F. Clifford Hane (S)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Catherine E. Moore As to Surety

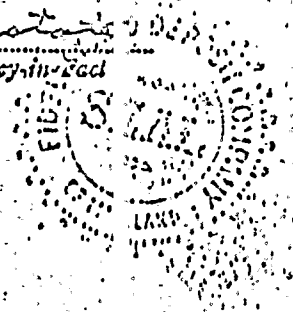
By William M. Chesnut Attorney-in-fact

MD3116a-500, 9-66 174297  
Trustee's Bond

*Surety approved and Bond filed May 4, 1971*

Certified copy of Power of Attorney attached

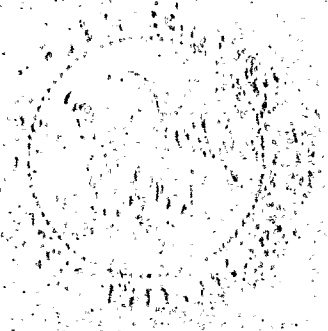
*Charles W. Cecil, Clerk*



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1 folio 394, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 4th day of May, nineteen hundred seventy-one.



*Charles W. Cecil*  
Charles W. Cecil, Clerk of the Circuit  
Court for Queen Anne's County



Chg 5019  
17/17

RECEIVED FOR RECORD Aug 17, 1971

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

## SUPPLEMENTAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter Litvinuck and F. Clifford Hana  
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 ADDITIONAL 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.

Scaled with our seals and dated this 22nd day of May  
in the year of our Lord one thousand nine hundred and seventy-one

WHEREAS, the above bounden Walter Litvinuck and F. Clifford Hana  
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 Martin August, et al vs. John C. Walter, et al  
Equity No. 5019

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden  
Walter Litvinuck and F. Clifford Hana

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:

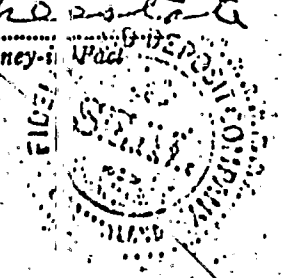
Walter Litvinuck (SEAL)  
F. Clifford Hana (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Catherine E. Moore As to Surety By William M. Dreastate Attorney-in-Fact

MD1116-500, 4-62 159921  
Trustee's Bond

Security approved and Bond filed Aug. 17, 1971  
Certified copy of Power of Attorney attached LIBER 1 PAGE 411 Chesapeake Club



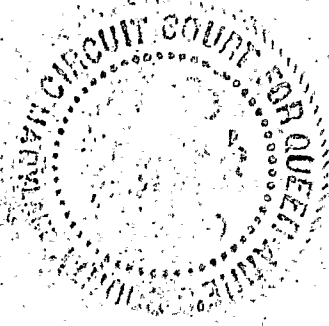


LIBER 3 PAGE 468

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1 folio 411, 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 17th day of August, nineteen hundred seventy-one.



*Charles W. Cecl*  
Charles W. Cecl, Clerk of the Circuit Court  
for Queen Anne's County

0 1971 9

146

MARTIN AUGUST, etc. et al. \* IN THE CIRCUIT COURT  
 vs. \* FOR QUEEN ANNE'S COUNTY  
 JOHN C. WALTERS, et al. \* In Equity  
 No. 5019

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Walter Litvinuk and F. Clifford Hane, Trustees, as hereinafter set forth in the above entitled cause, respectfully shows:

1. That after giving bond with security for the faithful discharge of their duties as Trustees appointed by this Honorable Court in the above mentioned case by its order dated April 6, 1971, and having given notice of the time, place, manner and terms of the sale by advertisement inserted in The Queen Anne's Record-Observer and The Bay Times, newspapers published in Queen Anne's County, for more than three successive weeks preceding the sale, the said Trustees, Walter Litvinuk and F. Clifford Hane did, pursuant to said notice, on Saturday, May 22, 1971, at 10:30 o'clock A.M., attend on the premises and then and there sold the following parcels of real estate, all situate on or near Coxes Creek, Chester, Fourth Election District of Queen Anne's County, Maryland, and described as follows:

Parcel No. 1: All that tract or parcel of land in Coxes Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, near the Mantik Packing Company property and on the South side of the public road leading to said Mantik Packing Plant property and beginning for same at a stone boundary south or the west lines of the property of George Tupenski where he now resides and across the public road and from the stone boundary extending easterly with the said public road, and on the south side thereof 1259 feet to a stone boundary at the head of a cove of water leading into a portion of marshland, thence southerly 255 feet to a stone boundary, thence westerly 1324 feet to a stone boundary, and thence northerly 90 feet to place of beginning, containing Six Acres and Seven Tenths of an Acre (6.7 acres) of land; and

Parcel No. 2: All that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, aforesaid, beginning for the same at a stone on the public road leading to Mantik Oyster House and running north to the Creek, thence west about 65 feet, thence south to the public road, thence east to the place of beginning about 60 feet, containing one-half acre of land, more or less.  
Improved by a two-story frame dwelling.

2. The said parcels of land were first offered individually and then as an entirety, and the said property was sold as an entirety to Chester J. Walters, for the sum of Thirteen Thousand Dollars (\$13,000.00), he having offered the greatest price therefor as an entirety.

*Walter Litvinuk*  
Walter Litvinuk

*F. Clifford Hane*  
F. Clifford Hane,  
TRUSTEES

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

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WALTER LITVINUK and F. CLIFFORD HANE, Trustees, who made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

*Shelton E. Paul*  
Notary Public  
*My com expires July 27, 72*

*Filed Aug 17, 1971*

## ORDER NISI ON SALE

19  
/

Martin August (also known as  
Martin Augustynak) et al

vs.

John C. Walters et al

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 5019

ORDERED, this 17th day of August, 1971, that  
the sale of the real property, made and reported in this cause by  
Walter Litvinuck and F. Clifford Hane, Trustees, be ratified and confirmed,  
on or after the 17th day of September, 1971, 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 suc-  
cessive weeks before the 10th day of September, 1971.

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

*Charles J. Cecil*

Clerk

Filed Aug. 17, 1971

20  
/

MARTIN AUGUST, et al.  
Plaintiffs,

vs.

JOHN C. WALTERS, et al.  
Defendants.

\*

IN THE CIRCUIT COURT

\*

FOR QUEEN ANNE'S COUNTY

\*

In Equity

\*

No. 5019

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND

\*

QUEEN ANNE'S COUNTY

\*

To wit:

\*

I HEREBY CERTIFY that on this 21<sup>st</sup> day of September,  
1971, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for the County aforesaid, personally appeared  
CHESTER J. WALTERS, purchaser at the public sale in this cause,  
and he made oath in due form of law that he attended the sale,  
and purchased the property mentioned therein; that there are no  
other persons interested as principals therein, and that he has  
not directly or indirectly discouraged anyone from bidding for  
the said property in Coxes Neck, on Kent Island, in the Fourth  
Election District of Queen Anne's County, Maryland, mentioned  
in the Report of Sale heretofore filed herein.

*W. Franklin Smith*  
Notary Public  
by commission expires 1-1-74  
NOTARY PUBLIC  
Queen Anne's County, Md.

*Chester J. Walters*  
Chester J. Walters,  
Purchaser.

*Filed Nov 3, 1971*

*21/*

MARTIN AUGUST, et al. \* IN THE CIRCUIT COURT  
Plaintiffs, \* FOR QUEEN ANNE'S COUNTY  
vs. \* In Equity  
JOHN C. WALTERS, et al. \* No. 5019  
Defendants. \*

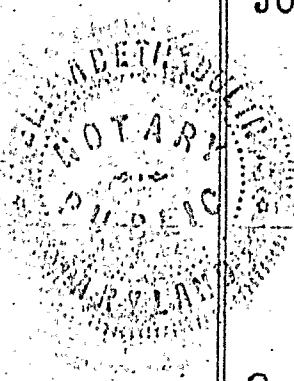
AUCTIONEER'S AFFIDAVIT

The undersigned hereby certifies that the annexed bill or statement of the fees and sums due me set forth in detail are all and singular of the fees and sums due me, and 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 is rendered; and that the said sale of the property in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, mentioned in the Report of Sale, was fairly made.

*Joe Jackson, Jr.*  
Joe Jackson, Jr.  
Auctioneer

Subscribed and sworn to before me, a Notary Public in and for Queen Anne County, State of Maryland, by JOE JACKSON, Jr., Auctioneer, this 1st day of ~~September~~ <sup>November</sup>, 1971.

*Elizabeth Dulin*  
Notary Public



*Filed Nov 3, 1971*



Phone: (301) 364-5463

LIBER 3 PAGE 473

JOE JACKSON, JR.  
Queen Anne, Maryland 21657



AUCTIONEER  
APPRAISALS

November 1st, 1971

Mr. F. Clifford Hane  
Attorney at Law  
Box 201  
Queenstown, Md. 21658

Dr.

TO--Joseph A Jackson, Jr.  
Auctioneer  
Queen Anne, Md. 21657

For selling at Public Auction, Real Estate located near  
Cox's Creek, Kent Island, in the fourth election district  
of Queen Anne County, Maryland on May 22, 1971-----\$33,75

*Filed Nov 3, 1971*

**TRUSTEES' SALE OF  
WATERFRONT LOT WITH DWELLING  
AND 6.7 ACRES, UNIMPROVED TRACT**

By virtue of a Decree of the Circuit Court for Queen Anne's  
County, in Equity, passed April 6, 1971, in Chancery Cause No.  
5019, the undersigned Trustees will sell at Public Auction, in front of  
the Courthouse Door, Centreville, Maryland, on

**SATURDAY, MAY 22, 1971**

at 10:30 o'clock a.m.

the following parcels of real estate, all situate on and near Cox's  
Creek, Chester, Fourth Election District of Queen Anne's County,  
Maryland, to wit:

Parcel No. 1: ALL that tract or parcel of land in Coxes Neck on Kent  
Island, in the Fourth Election District of Queen Anne's County,  
Maryland, near the Mantik Packing Company property and on the  
South side of the public road leading to said Mantik Packing Plant  
property and beginning for same at a stone boundary south of the  
west lines of the property of George Tupenski where he now resides,  
and across the public road and from the stone boundary extending  
easterly with the said public road, and on the south side thereof 1259  
feet to a stone boundary at the head of a cove of water leading into a  
portion of marshland, thence southerly 255 feet to a stone boundary,  
thence westerly 1324 feet to a stone boundary, and thence northerly  
90 feet to place of beginning, CONTAINING Six Acres and Seven  
Tenths of an Acre (6.7 acres) of land; and  
Parcel No. 2: ALL that lot or parcel of land situate, lying and being  
in the Fourth Election District of Queen Anne's County, State of  
Maryland, aforesaid, beginning for the same at a stone on the public  
road leading to Mantik Oyster House and running north to the Creek,  
thence west about 65 feet, thence south to the public road, thence  
east to the place of beginning about 60 feet, CONTAINING one-half  
acre of land, more or less.

Improved by a two-story frame dwelling.

These parcels will be offered individually and as an entirety and  
sold in the manner producing the greater amount.

TERMS OF SALE: Fifteen per cent (15%) of the purchase money  
in cash or certified check on day of sale, the balance thereof in cash  
upon ratification of sale.

ALL taxes, municipal charges, utility charges to be adjusted to the  
date of settlement and all transfer expenses, including transfer tax,  
documentary and recordation tax stamps, shall be paid by the  
purchaser.

And such other terms as may be announced at said sale.

WALTER LITVINUCK and  
F. CLIFFORD HANE  
Trustees

Joe Jackson, Auctioneer

31-5-19

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Nov 5 1971

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Trustees sale

in the case/estate of Chancery Cause No. 5019

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 22nd day  
of May 1971, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of May  
1971, and the last insertion on the 19th of May, 1971.

THE RECORD-OBSERVER CORPORATION

By *Matthew Hume*

*Filed Nov 5, 1971*



LEGAL NOTICES

ORDER NISI ON SALE  
Martin August (also known as  
Martin Augustynak) et al

vs.  
John C. Walters et al  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5019

ORDERED, this 17th day of  
August, 1971, that the sale of the  
real property, made and reported in  
this cause by Walter Litvinuk and  
F. Clifford Hane, Trustees, be  
ratified and confirmed, on or after  
the 17th day of September, 1971,  
unless cause to the contrary thereof  
be previously shown; provided a  
copy of this order be inserted in  
some newspaper published in  
Queen Anne's County, Maryland,  
once in each of three successive  
weeks before the 10th day of  
September, 1971.

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

CHARLES W. CECIL, Clerk  
True Copy Test:

Charles W. Cecil, Clerk  
Filed Aug. 17, 1971 31-9-1

LIBER

3 PAGE 474

Queen Anne's

RECORD-OBSERVER

Centre ville, Md., Nov. 5, 1971

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Order nisi on sale

in the case/estate of Martin August

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 10th day  
of Sept, 1971, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of August  
1971, and the last insertion on the 1st day of Sept, 1971.

THE RECORD-OBSERVER CORPORATION

By Dorothy Howell

Filed Nov 5, 1971

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MARTIN AUGUST, et al.,  
Plaintiffs,

vs.

JOHN C. WALTERS, et al.  
Defendants.

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S COUNTY

\* In Equity No. 5019

ORDER OF RATIFICATION

The Purchaser's and Auctioneer's Affidavits having been  
filed herein, it is

ORDERED by the Circuit Court for Queen Anne's County, in  
Equity, this 9th day of November, 1971, that the sale made  
and reported by Walter Litvinuk and F. Clifford Hane, Trustees  
in this cause, be and the same is finally ratified and confirmed,  
no cause to the contrary having been shown, although due notice  
appears to have been given as required by the Order Nisi passed  
in said cause; and that the said Walter Litvinuk and F. Clifford  
Hane, Trustees as aforesaid, be allowed the usual commissions  
and subject to the proper expenses as they shall produce for  
the Auditor.

B. Hackett Turner Jr.  
Judge.

Filed Nov 9, 1971

ASSIGNMENT OFFICE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY  
P.O. Box 67  
CENTREVILLE, MARYLAND 21617  
Telephone: 758-1773

DATE January 20, 1972

TO: J. Howard Holzer, Esquire  
1419 Fidelity Building  
Baltimore, Maryland 21201  
  
Walter Litvinuck, Esquire  
Chester, Maryland 21619  
  
F. Clifford Hane Esquire  
Queenstown, Maryland 21658

RE: Martin August, et al vs. John C. Walters, et al  
Chy. No. 5019

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR Court  
Wednesday, 26th April, 1972, 9:45 A.  
TRIAL ON \_\_\_\_\_, at \_\_\_\_\_ M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.  
One day has been assigned for trial of case.  
Court requires trial briefs befiled before trial date.

Assignment Clerk

No. 5019..... Feb 1 ..... 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Martin August et al ..... John C. Walters, et al  
..... VS: .....

for ..... trial ..... on .. April 26, 1972 ..

before ..... Court .....

.....  
.....  
Attorney for..... Respondents .....

February 24, 1972

J. Howard Helser, Esquire  
1419 Fidelity Building  
Baltimore, Maryland 21201

Walter Litvinuck, Esquire  
Chester, Maryland 21619

F. Clifford Hane, Esquire  
Queenstown, Maryland 21658

Re: Martin August, et al vs. John C. Walters,  
et al Chy. No. 5019

Case has been definitely set for Court trial on  
April 26, 1972, at 9:45 o'clock A.M.

Your attention is invited to Second Circuit Rule 527  
and Maryland Rule 527. No continuance will be granted un-  
less the Court shall be satisfied that such an emergency  
has arisen, not reasonably foreseeable, as would result in  
an injustice if the trial is required to take place.

Assignment Clerk

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MARTIN AUGUST, et al.,

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN C. WALTERS, et al.

In Equity No. 5019

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That the property was sold by Walter Litvinuk and F. Clifford Hane, Trustees, for the amount of \$13,000.00

2. That in the within account Walter Litvinuk and F. Clifford Hane, Trustees, are charged with the gross proceeds of the sale and they are allowed their commissions for making said sale per terms, the court costs, the cost of the bond, the cost of advertising, the auctioneer's fee, the fee of your Auditor for stating this account and his expenses. It was also agreed that Martin August and Ruth August receive \$7,000.00 for home improvements and miscellaneous expenses.

May 31, 1972

*J Thomas Clark*  
Thomas Clark  
Auditor

*Filed May 31 1972*

26

The proceeds of the sale of land reported in this cause, in account with Walter Litvinuk and F. Clifford Hane, Trustees, of this land that was sold in these proceedings (and the vendors of said land)

Cr.

1972

30th May By proceeds of the sale of said land, per report of said vendors, to wit..... \$13,000.00

Dr.

To Walter Litvinuk and F. Clifford Hane, Trustees (and vendors) their commissions for making sale.....\$800.00

To do., for an amount paid Charles W. Cecil, Clerk for advance on court costs, per receipt exhibited.... 15.00

To do., for an amount due Charles W. Cecil, Clerk, for court costs per statement exhibited, to wit:

- 1-Costs of Charles W. Cecil.....\$91.50
- 2-Sheriff of Anne Arundel Co.... 4.00
- 3-Sheriff of Balto. Co..... 4.00
- 4-Sheriff (George B. Sharp)..... 2.00
- 5-Appearance of J. Howard Holzer & Walter Litvinuk..... 10.00
- 6-Appearance of F. Clifford Hane 10.00
- 7-Examiner..... 10.00
- 8-Stenographer..... 20.00

151.50

To do., for an amount paid W.M. Free-state Agency for the corporate surety bond filed in this cause, per receipt exhibited, to wit: 52.00

To do., for amounts paid Queen Anne's Record Observer, per receipts exhibited, to wit: 1-for publishing Notice of Sale.. 76.00 2-for publishing Order Nisi..... 14.00 90.00

proceeds of the sale of said land, per report of said vendors, to wit.....

Dr.

May 31, 1972

Walter Litvinuk and F. Clifford Hane, Trustees (and vendors) their commissions for making sale..... Auditor \$800.00

To do., for an amount paid Charles W. Cecil, Clerk for advance on court costs, per receipt exhibited.... 15.00

To do., for an amount due Charles W. Cecil, Clerk, for court costs per statement exhibited, to wit:

- 1-Costs of Charles W. Cecil.....\$91.50
- 2-Sheriff of Anne Arundel Co.... 4.00
- 3-Sheriff (George B. Sharp)..... 2.00
- 4-Appearance of J. Howard Holzer & Walter Litvinuk..... 10.00
- 5-Appearance of F. Clifford Hane 10.00
- 6-Examiner..... 10.00

*J. Thomas Clark*  
Auditor

*Filed May 31, 1972*



To do., for amounts paid The Bay Times, per receipts exhibited, to wit:		
1-Publishing Notice of Sale.....	54.00	
To do., for an amount due Joseph Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, the sum of.....	32.50	
To do., To Martin August and Ruth August for home improvements and misc. expenses.....	7,000.00	
To do., J. Thomas Clark, Auditor, as follows:		
1-His fee for stating audit...\$45.00		
2-His expenses involved in stating audit and notifying parties.....	25.00	70.00
To do., Amount to be carried forward for distribution to the heirs.....	4,735.00	
	<u>13,000.00</u>	<u>13,000.00</u>

May 31, 1972

*J Thomas Clark*  
Auditor

Cr.

To do., amount to be distributed to the heirs-at-law.....	\$ 4,735.00
---	-------------

Dr.

To do., to John C. Walters 1/6 .....	\$789.16
To do., to Marie Woodall 1/6.....	789.16
To do., to Chester J. Walters 1/6.....	789.17

May 31, 1972

*J Thomas Clark*  
Auditor



To do., to Edward F. Walters 1/6.....	\$789.17	
To do., to Dorothy Hendrickson 1/6 .....	789.17	
To do., to Raymond J. Walters 1/6 .....	<u>789.17</u>	
	\$4,735.00	<u>\$4,735.00</u>

May 31, 1972

*Thomas Clark*  
Auditor

*Filed May 31, 1972*

26

MARTIN AUGUST, et al.,

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S County

JOHN C. WALTERS, et al.

In Equity No. 5019

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 31, 1972, the date of 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:

Martin August and Ruth August  
1311 Broening Highway  
Baltimore, Maryland 21224

F. Clifford Hane, Esquire  
Queenstown, Maryland 21658

John C. Walters  
613 South Rose Street  
Baltimore, Maryland 21224

Walter Litvinuk, Esquire  
Chester, Maryland 21619

Marie Woodall  
8 Idlewood Street  
Glen Burnie, Maryland 21061

J. Howard Holzer, Esquire  
1419 Fidelity Building  
Baltimore, Maryland 21201

Chester Walters  
Charlestown, West Virginia

Edward F. Walters  
10 Idlewood Street  
Glen Burnie, Maryland 21061

Dorothy Hendrickson  
1750 Columbia Road  
Riverside, California 92502

Raymond J. Walters  
Stevensville, Maryland 21666

Pursuant to Rule 12 d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned was mailed to each of the above named persons at the above stated address, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 31, 1972, with the Clerk of this Court, Centreville, Maryland that exceptions to said audit, must be filed on or before June 15, 1972, and that if no exceptions are filed within such fifteen (15) days period, the account may thereupon be ratified on June 16, 1972.

*Thomas Clark*  
Thomas Clark,  
Auditor

*Filed May 31, 1972*

NISI RATIFICATION OF AUDIT

27

Martin August, et al

vs.

John C. Walters, et al

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

Cause No. 5019

ORDERED, this 31st day of May, 1972, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of June, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some news-  
~~paper published in Queen Anne's County, Maryland, once in each of two successive weeks before the~~ day of \_\_\_\_\_, 19-  
notice is given in manner provided by Maryland Rule 595g to persons entitled thereto.

*Charles W Cecil* Clerk

Filed May 31, 1972

28

MARTIN AUGUST, et al. \* IN THE CIRCUIT COURT  
vs. \* FOR QUEEN ANNE'S COUNTY  
\* In Equity  
JOHN C. WALTERS, et al. \* No. 5019

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 16<sup>th</sup> day of June, 1972, that the Auditor's Account filed in these proceedings on May 31, 1972, be and the same is finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required under Rule 595, Section G, of the Maryland Rules of Procedure; and that Walter Litvinuck and F. Clifford Hane, Trustees in these proceedings, be allowed the usual commissions and subject to the proper expenses as produced for the Auditor.

*Charles W Cecil*  
Judge. CLERK

Filed June 16, 1972

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this twenty-third day of February, in the year nineteen hundred and seventy-two, the following Order to Docket Suit for Foreclosure of Deed of Trust was brought to be recorded, to wit:

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

In the matter of the  
 deed of trust from  
 CHARLES S. TEAGUE, and  
 LILLIAN R. TEAGUE,  
 his wife

to

RUTH M. BROOKS, and  
 MICHAEL T. NALLS,  
 Substitute Trustees

Equity No. 5205

Mr. Clerk:

Please docket suit in the above entitled cause and file a (certified copy of the) deed of trust, recorded in liber 45 at folio 472 enter my appearance as solicitor for the substitute trustees, and file the affidavit of indebtedness, bond and approval of the bond.

*J. Willard Nalls, Jr.*  
 J. WILLARD NALLS, JR.  
 4400 East-West Highway  
 Bethesda, Maryland  
 OL 4-4626

*Filed Feb 23, 1972*

70...63...671... RECEIVED FOR RECORD Jan 9 1970 at 2:11 P.M.

MARYLAND DEED OF TRUST

Washington Law Reporter Form 102  
1025 Eye St., N.W., Washington D.C. 20004

This Deed of Trust, made this 2nd day of January, 1970, by and between  
Charles S. Teague and Lillian R. Teague, his wife,  
hereinafter referred to as "Grantor," and

A.C. Robinson and Peter Stefanelli, hereinafter referred to as "Trustees";

Whereas, Grantor is justly indebted unto Oreleo Corporation (a Maryland Corp.)

in the principal sum of One Thousand Six Hundred Fifty

Dollars (\$ 1,650.00 ), Deferred Purchase Money  
(Insert Type Of Transaction)

for which amount the Grantor has signed and delivered his promissory note of even date herewith  
payable to the order of Oreleo Corporation (a Maryland Corporation)

in the principal amount of One Thousand Six Hundred Fifty

Dollars (\$ 1,650.00 ) bearing interest at the rate of Eight percent (8 - %) per annum  
until paid, on the following terms and obligations: Payable in monthly installments of Twenty  
Five and 72/100 (\$25.72) Dollars, or more, beginning on the 1st day of February, 1970  
and on the 1st day of each month thereafter until the 2nd day of January, 1975  
when the remaining principal balance and accrued interest is all due and payable.

Said note having been certified by the Notary Public taking the acknowledgment  
to these presents.

Now, Therefore, This Deed of Trust Witnesseth: That to secure the prompt payment  
of said indebtedness and all charges and advances as in said promissory note and as herein provided,  
the Grantor, in consideration of the sum of One Dollar in hand paid by said Trustees at and before the  
sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant  
and convey in fee simple unto the Trustees the land and premises lying and being in Queen Anne's  
County, State of Maryland, and described as follows:

Lot numbered Nine (9) in block lettered "D" in the subdivision known as  
"Wiencke Subdivision" as per plat thereof duly recorded among the Plat  
Records of said County in Plat Book No. 2, folio 416, Being Plat No. 27369.

1-29-70 Original mailed to Oreleo Corp  
1804 Nutcracker Rd  
Arlingh... Md 20783



together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity or otherwise however, of the Grantor, of, in, to, or out of the said land and premises;

In Trust to permit said Grantor to use and occupy the said described land and premises and to receive the rents, issues, and profits thereof, until default be made in the payment of any indebtedness hereby secured and in the performance of the conditions and obligations made and stipulated in the said promissory note or in the performance of any covenant or agreement contained in this trust; and upon the full payment of all of said note and any extensions or renewals thereof, and interest thereon, and all moneys advanced or expended as provided for in said promissory note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided for to release and re-convey the said land and premises unto and at the cost of the Grantor or the party or parties then claiming under said Grantor.

The Grantor, for himself and his successors and assigns, covenants and agrees as a part of this trust, as follows:

1. That he will pay the indebtedness evidenced by the note secured hereby, all taxes and assessments relating to the land and premises herein described, ground rents, all charges against the property, and all other sums which are required to be paid by him under the terms of said promissory note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the holder of said note with respect to this trust, the said note or the land and premises herein described, and in default of any such payment the holder of said note may pay the same, and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest, and shall be secured by this Deed of Trust.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear accepted; and that he will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust.

3. That he will keep the improvements now existing, or hereafter erected on said land, insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of said note, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of said note and the policies and renewals thereof shall be held by said holder and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of said note. In event of loss he will give immediate notice by mail to the holder of said note, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and to the order of the holder of said note, and the insurance proceeds or any part thereof may be applied by such holder at his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the security property. In the event of sale under the terms of this Deed of Trust or other transfer of title to said security property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. That in the event the ownership of the security property becomes vested in a person other than Grantor, the holder of said note may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve the Grantor of his liability on the note hereby secured or from the performance of any of the covenants and agreements contained herein whether said extension or modification be made with or without the consent of the Grantor.

5. That the irrevocable power to substitute one or more of the trustees named herein or substituted therefor is expressly reserved to the holder of the note secured by this Deed of Trust to be



LIBER 45 PAGE 474

exercised any time hereafter no matter how often without notice and without specifying any reason therefor by filing for record among the land records where this instrument is recorded a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee thus superceded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named or that hereafter may be substituted hereunder expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any Court for the removal, substitution or appointment of a trustee hereunder.

6. That each Trustee acting hereunder shall be paid a fee of Five Dollars (\$5.00) for each document which he is required to execute under the terms of this Deed of Trust.

7. That his failure to perform any of his obligations under this Deed of Trust or under said note shall constitute a default and all indebtedness secured hereby shall immediately become due and payable at the option of the holder of said note. Any time thereafter, at the request of the holder of said note, the Trustees shall have the power and it shall be their duty to sell said land and premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Trustees may deem best for the interest of all concerned, consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located for at least once a week for two successive weeks or for such period as applicable law may require and, in case of default of any purchaser, to re-sell with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey said land and premises in fee simple to and at the cost of the purchaser, who shall not be liable to see to the application of the purchase money; and from the proceeds of sale: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustees' bond, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of this trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; SECOND, to pay the whole amount then remaining unpaid of the principal of said note, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed that upon such sale before maturity of the note the balance thereof shall be immediately due and payable; THIRD, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and LAST, to pay the remainder of said proceeds, if any, to the Grantor, his heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the said land and premises, less costs and expenses of obtaining possession.

8. That if the security property shall be advertised for sale, as hereinabove provided, and not sold, he will pay all costs in connection therewith including, but not limited to advertising, attorney's fees and a Trustees' commission of 2 1/2% of the then unpaid principal balance of the indebtedness, and the same shall be secured in like manner as other charges and expenses relating to the execution of this trust and bear interest at the rate stated in said note.

9. That he warrants specially the property herein conveyed and that he will execute such further assurances thereof as may be requisite.

10. That by his execution of this Deed of Trust he certifies that prior to such execution he has received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement, as required by law.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, his heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustee or trustees, and the holder of the note hereby secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the following signatures and seals.

Charles S. Teague [SEAL]  
Charles S. Teague

Lillian R. Teague [SEAL]  
Lillian R. Teague

Witness:

Paul L. Bond  
Paul L. Bond

( as to both )

STATE OF Maryland,  
COUNTY OF Prince George's,

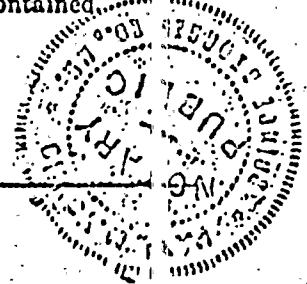
To Wit:

On this 2nd day of January, 1970, before me,  
the undersigned officer, personally appeared Charles S. Toaguo and William K. Toaguo, his wife,  
known to me (or satisfactorily proven) to be the person whose name are subscribed to the within  
instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: ~~July 1, 1974~~

*Paul M. Young*  
Paul M. Young Notary Public



STATE OF Maryland,  
COUNTY OF Prince George's,

To Wit:

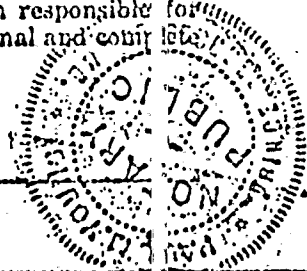
I Herby Certify that on this 2nd day of January 1970, before me, the  
subscriber, a notary public in and for the State and County  
aforesaid, personally appeared John J. Young  
and made oath in due form of law that he is acting for the party secured by the foregoing Deed of  
Trust and that the consideration set forth in the foregoing Deed of Trust is true and bona fide as  
therein set forth; and that— *Deferred purchase money*

the amount of the loan which the foregoing Deed of Trust has been given to secure was  
paid over and disbursed by the party secured to the borrower or to the person responsible for  
the disbursement of funds in the closing transaction at a time no later than the final and complete  
execution of the foregoing Deed of Trust. (Strike out if not applicable)

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 7-1-74

*Paul M. Young*  
Paul M. Young Notary Public



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

I HEREBY CERTIFY, that the foregoing is truly taken and  
copied from LIBER CWC 45 folio 472 etc. a Land  
Record Book for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the Seal of  
the Circuit Court for Queen Anne's  
County, this 6th day of Jan  
Nineteen Hundred and Seventy-two

*Charles W. Coel*  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed Feb 23, 1972*

2/

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

In the matter of the  
deed of trust from  
CHARLES S. TEAGUE, and  
LILLIAN R. TEAGUE, his  
wife

to

Equity No. 5305

RUTH M. BROOKS, and  
MICHAEL T. NALLS,  
Substitute Trustees

AFFIDAVIT OF INDEBTEDNESS

STATE OF <sup>Virginia</sup> MARYLAND

County of Fairfax

to wit:

MARY A. H. BALLARD, being duly sworn, deposes and says that she is the holder of a certain note made by CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, dated January 2, 1970, which note is secured by deed of trust, which is the subject of foreclosure proceedings in Equity No. \_\_\_\_\_ in the Circuit Court for Queen Anne's County, Maryland. That there is now due and owing on account of the indebtedness evidenced by said note, the sum of \$1,425.14, which includes interest at the rate of 8% computed through February 28, 1972, in the amount of \$72.12 and the principal balance of \$1,353.02.

Mary A. H. Ballard (SEAL)

SUBSCRIBED AND SWORN TO before me this 14 day of February 1972.

My commission expires:

My commission expires December 2, 1974

Helma Shaw  
Notary Public

Filed Feb. 23, 1972

H

alg-5305

Feb. 23, 1972

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Bond # 853 39 51

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael T. Nalls and Ruth M. Brooks, substitute trustees 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 One Thousand Eight Hundred and 00/100 (\$1,800.00) 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.

Scaled with our seals and dated this 16th day of February in the year of our Lord one thousand nine hundred and Seventy Two.

WHEREAS, the above bounden Michael T. Nalls and Ruth M. Brooks, substitute trustees 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 In the matter of the Dand of Trust from Charles S. Teague and Lillian R. Teague h/w ~~xxx~~ to

now pending in said Court: Michael T. Nalls and Ruth M. Brooks substitute trustees

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Michael T. Nalls and Ruth M. Brooks, substitute trustees

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:

Malle Jean Houston Michael T. Nalls (SEAL)  
as to Bond Ruth M. Brooks (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sandra Jubb As to Surety

By Clinton A. Killam, Jr. Attorney-in-Fact

MD3116a-300, 7-70 166010  
Trustee's Bond

Certified copy of power of attorney attached.

LIBER

1 PAGE 427

Surety Approved and Bond Filed Feb. 23, 1972 Charles S. Cook, Clerk



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber CWC No. 1 folio 427, 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 23rd day of February, nineteen hundred seventy-two.



Charles H. Cecil  
Clerk of the Circuit Court for Queen Anne's County

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

In the Matter of the  
Deed of Trust from :  
C HARLES S. TEAGUE and :  
LILLIAN R. TEAGUE, his wife :  
to : Equity No. 5305  
RUTH M. BROOKS and :  
MICHAEL T. NALLS, :  
Substitute Trustees :

AFFIDAVIT OF COMPLIANCE

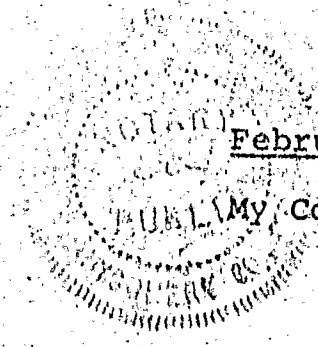
STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) to wit:

WE HEREBY CERTIFY that on the 10<sup>th</sup> day of February, 1972, we mailed notice, by certified mail, postage prepaid, to Charles S. Teague & Lillian R. Teague, at their last known address, 6323 61st Ave, Riverdale, Maryland, giving notice of the time, place and terms of sale for the property to be sold in the above entitled cause, by sending them a copy of the advertisement as published in Queen Anne Record Observer

Ruth M. Brooks  
RUTH M. BROOKS

Michael T. Nalls  
MICHAEL T. NALLS

Subscribed and sworn to before me this 10 day of February, 1972, as to Michael T. Nalls.



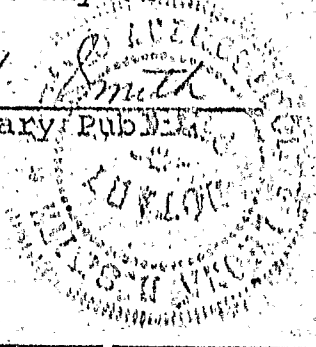
My Commission Expires: 7/1/74

Leonard H. Smith  
Notary Public

Subscribed and sworn to before me this 11th day of February, 1972, as to Ruth M. Brooks.

My Commission Expires: 7/1/74

Leonard H. Smith  
Notary Public



Filed Feb. 23, 1972

4400 EAST WEST HIGHWAY - SUITE G - BETHESDA, MD. 20014  
Phone 654-4626

MESSAGE

REPLY

TO Equity Clerk  
Queen Anne's County  
Centerville, Maryland

DATE

DATE March 21, 1972

Mr. Clerk:

Please file the enclosed Trustees' Reports of Sale, Printers Certificates, Auctioneers Affidavits, Affidavits of Purchasers, Orders Nisi, Final Orders of Ratification, and the Military Affidavits in Equity 5305 and 5306.

Please run the Orders Nisi for Equity 5305 and 5306 in a county paper as required by law.

Sincerely,

*J. Willard Nalls, Jr.*  
J. Willard Nalls, Jr.

SIGNED

SIGNED



No. 68081

Re. 43891 RECEIVED FOR RECORD February 23 1972 10:50 AM

## DEED OF APPOINTMENT

Co.

This Substitution of Trustee instrument made this 14<sup>th</sup> day of February 1972, by and between MARY A. H. BALLARD, party of the first part, and RUTH M. BROOKS and MICHAEL T. NALLS, Substituted Trustees as herinafter set forth, parties of the second part, and A. C. ROBINSON and PETER STEFANELLI, Trustees, parties of the third part.

## WITNESSETH, THAT

WHEREAS by a certain Deed of Trust dated January 2, 1970, and recorded on January 9, 1970, in Liber 45, folio 476, one of the Land Records of Queen Anne's County, Maryland, CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, conveyed the hereinafter described property to A. C. ROBINSON and PETER STEFANELLI, Trustees, to secure an indebtedness unto ORELCO CORPORATION, in the principal sum of ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 (\$1,650.00) DOLLARS which loan bears interest at 8% per annum and the property conveyed by said Deed of Trust is more particularly described as follows:

Lot numbered Ten (10) in Block Lettered "D" in the Subdivision known as "Wieneke Subdivision" as per plat recorded in Plat Book 2, Folio 416 Plat #27369 among the Land Records of Queen Anne's County, Maryland.

WHEREAS the said MARY A. H. BALLARD, is the present holder of the indebtedness secured by said Deed of Trust and desires to exercise her privilege under said Deed of Trust and under paragraph 5 in said Deed of Trust by the Substitution of Trustee,

## NOW, THEREFORE

In consideration of the sum of One Dollar (\$1.00) and the covenants contained in the said Deed of Trust recorded in Liber 45, folio 476, the said MARY A. H. BALLARD, holder of the indebtedness secured by the said Deed of Trust hereby designates RUTH M. BROOKS and MICHAEL T. NALLS as Substituted Trustees in the place and stead of A. C. ROBINSON and PETER STEFANELLI, Trustees.

LIBER 3 PAGE 493

LIBER 61 PAGE 670

IN TESTIMONY WHEREOF, the said MARY A. H. BALLARD, hath on this 14 day of February 1972, caused these presents to be signed by her and doth acknowledge and deliver these presents as her act and deed.

[Signature]  
A.

[Signature] (Seal)  
MARY A. H. BALLARD

STATE OF <sup>Virginia</sup> MARYLAND )  
COUNTY OF Fairfax ) to wit:

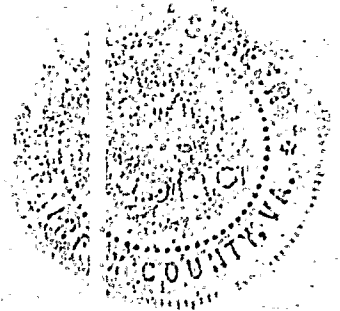
On this 14 day of February 1972, before me, a Notary Public, the undersigned officer, personally appeared MARY A. H. BALLARD, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My commission Expires:

My commission expires December 2, 1974

[Signature]  
Notary Public



Filed Feb. 23, 1972

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
SITTING AS A COURT OF EQUITY

1

In the matter of the :  
 deed of trust from :  
 CHARLES S. TEAGUE and :  
 LILLIAN R. TEAGUE, his :  
 wife :  
 to : Equity No.5305  
 RUTH M. BROOKS and :  
 MICHAEL T. NALLS, :  
 Substitute Trustees :

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of MICHAEL T. NALLS and RUTH M. BROOKS, substitute trustees, authorized and empowered to make sale of lands and premises described in the deed of trust in this cause filed, respectfully shows:

That default having been made in payment of the indebtedness secured by said deed of trust with interest thereon as in said deed of trust was covenanted and agreed to be paid, the said substitute trustees having been directed by the holder of said note secured by said deed of trust to execute the power of sale in them vested and to make sale of said lands and premises, the said trustees gave bond with approved security as required by law and after having given more than fifteen days' notice publicly of the time and place of sale by advertisement in the Queen Anne Record Observer, a weekly newspaper published in Queen Anne County, Maryland, prior to the day of sale, a copy of which advertisement is annexed hereto and made a part hereof marked Exhibit No. 1, and after having compiled with all the other prerequisites of law, MICHAEL T. NALLS, substitute trustee certifies that the co-trustee, RUTH M. BROOKS, was out of the jurisdiction on the date of sale, and that he offered and exposed for sale at public auction at the Court House door in Queen Anne's County, Maryland on

Monday, February 28, 1972 at 11:00 a.m. being the time and place mentioned in said advertisement the lands and premises in said deed of trust mentioned and the same being Lot numbered nine (9) block lettered (D) in Wieneke Sub-division as per plat recorded in Plat Book 2 at Plat 416 among the land records of Queen Anne's County, Maryland and then and there sold said property to MARY A.H. BALLARD for the sum of \$1,000.00, she being at that price the highest bidder therefor and upon the following terms; namely, all cash upon ratification of sale by the Court with conveyancing, notary fee, recording, examination of title, State and Federal Revenue Stamps to be paid at the cost of the purchaser.

Memorandum in writing of the sale to which is annexed a copy of said advertisement is herewith filed as part hereof, marked Exhibit No. 2.

A deposit of \$200.00 in cash was made by the purchaser who offered himself ready and willing to comply with the terms of sale upon ratification of sale by this Honorable Court.

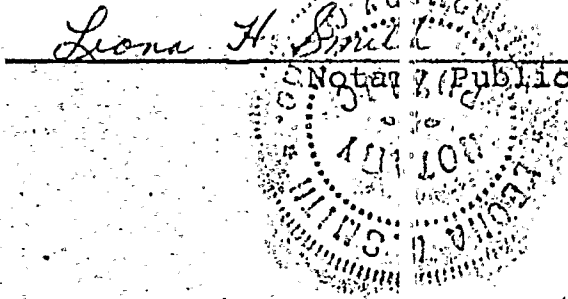
*Michael T. Nalls*  
MICHAEL T. NALLS,  
substitute trustee

STATE OF MARYLAND :  
COUNTY OF <sup>Montgomery</sup> QUEEN ANNE : SS

I HEREBY CERTIFY that on this 21<sup>st</sup> day of March 1972, before the subscriber a Notary Public, in and for the State and County aforesaid, personally appeared MICHAEL T. NALLS, substitute trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true and correct as therein set forth, to the best of his knowledge, information, and belief, and that said MARY A.H. BALLARD was the highest bidder therefor and that to the best of his knowledge, information and belief all the rules of Court and requirements of law are complied with in said sale.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal.

My commission expires: 7/1/74



*Filed Mar. 23. 1972*

8

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., *March 20* 19*72*

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the notice

in the case/estate of Trustee's sale equity # 5306.5

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 28th day of February, 19*72*, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of February, 19*72*, and the last insertion on the 23rd day of February, 19*72*.

THE RECORD-OBSERVER CORPORATION

By *Stephany N. Monroe*

*Filed Mar. 23. 1972*

**TRUSTEES SALE OF  
VALUABLE UNIMPROVED  
REAL ESTATE**

DESCRIBED AS LOT NUMBERED NINE (9) IN BLOCK LETTERED "D" IN SUBDIVISION KNOWN AS "WIENEKE SUBDIVISION" AS PER PLAT RECORDED IN PLAT BOOK 2 FOLIO 416 PLAT NO. 27369 AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND

UNDER and by virtue of the power and authority conferred upon them by a certain deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, to A. C. ROBINSON and PETER STEFANELLI, trustees, dated January 2, 1970, recorded among the Land Records of Queen Anne's County, Maryland on January 9, 1970 at 2:01 p.m. in Liber 45 at folio 472 and default having occurred in the note secured against said property by said deed of trust, the undersigned substitute trustees will sell at public auction at the Courthouse door in Centreville, Maryland on:

**MONDAY, FEBRUARY 28, 1972**

at 11 o'clock A. M.

all that lot of ground and improvements thereon situated lying and being in Queen Anne's County, Maryland, and described as Lot Numbered Nine (9) in Block Lettered "D" in a subdivision known as "Wieneke Subdivision" as per plat recorded in Plat Book 2 at Folio 416 Plat No. 27369 one of the Land Records of Queen Anne's County, Maryland as said property is more particularly described in said deed of trust.

This property consists of an unimproved lot.

TERMS OF SALE: All cash, upon ratification thereof by the Circuit Court of Queen Anne's County, Maryland.

A deposit of Two hundred dollars (\$200.00) will be required at time of sale. Conveyancing, recording, notary fee, examination of title, state revenue stamps and all Transfer Taxes will be at the cost of the purchaser. State and County Taxes will be adjusted to the date of sale. Interest at the rate of 6% per annum on the purchase price shall run from date of sale and be paid by purchaser. Terms of sale to be complied with within five (5) days after final ratification of sale by the Court, or property will be resold at the risk and cost of the defaulting purchaser.

RUTH M. BROOKS  
Substitute Trustee  
MICHAEL T. NALLS  
Substitute Trustee

J. WILLARD NALLS, JR.  
Solicitor for Substitute Trustees  
4400 East-West Highway  
Bethesda, Maryland  
OL 4-4626

3t-2-23

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

In the matter of the Deed of Trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, wife

to

Equity No. 5305

RUTH M. BROOKS and  
MICHAEL T. NALLS,  
Substitute Trustees

This is to certify that the property described in the attached advertisement was sold at public auction at the Court House door, Queen Anne, Maryland to:

Mary A.H. Ballard for \$1,000.00 upon the terms and conditions as set forth in said advertisement.

*J. Willard Nalls, Jr.*  
J. WILLARD NALLS, JR.

*Filed Mar. 23/1972*



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

10/

In the Matter of the :  
 Deed of Trust from :  
 CHARLES S. TEAGUE and :  
 LILLIAN R. TEAGUE, his wife :  
 to : Equity No. 5305  
 RUTH M. BROOKS and :  
 MICHAEL T. NALLS, :  
 Substitute Trustees :

AFFIDAVIT

Mary A. H. Ballard, being first duly sworn under oath, deposes and says:

1. That she was the purchaser at the foreclosure sale set forth in Equity No. 5305 of a certain lot described as Lot 9, Block D, in a subdivision known as "WIENEKE SUBDIVISION" as per plat recorded in Plat Book 2, at Plat No. 416, of the Land Records of Queen Anne's County, Maryland.

2. That no other individuals or corporations are involved as principals in the purchase.

3. That she has not directly or indirectly discouraged anyone from bidding on the property aforesaid.

*Mary A. H. Ballard*

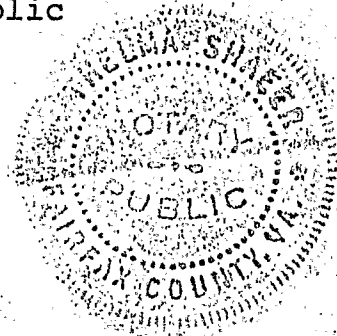
State of Virginia  
County of Fairfax to wit:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of February, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mary A. H. Ballard, and made oath in due form of law that the matters and facts set forth in the foregoing affidavit are true to the best of my knowledge, information, and belief.

My Commission Expires: Helma Shaver  
Notary Public

My commission expires December 2, 1972

*Filed Mar 23, 1972*



QUEEN ANNE  
IN THE CIRCUIT COURT FOR ~~MONTGOMERY~~ COUNTY, MARYLAND

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

In matter of Deed of Trust	} LAW EQUITY NO. <u>5305</u>
from	
Charles S. Teague and	
Lillian R. Teague	
vs.	
To	
Ruth M. Brooks and	
Michael T. Nalls, Substitute	
trustee	

STATE OF ~~MARYLAND~~, ~~MONTGOMERY~~ COUNTY, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in  
and for said County, personally appeared Mary A.H. Ballard

and made oath in due form of law that he (she) knows the defendants herein, and that to  
the best of his (her) information, knowledge and belief

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

Mary A.H. Ballard  
Affiant.

Subscribed and sworn to before me  
this 14th day of March 1972  
John Shaver  
Notary Public

Commission Expires December 2, 1974  
Filed Mar. 23, 1972



## ORDER NISI ON SALE

In the matter of the deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife

to

RUTH M. BROOKS and  
MICHAEL T. NALLS,  
Substitute Trustees

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

Cause No. 5305

ORDERED, this 23rd. day of March, 1972, that the sale of the real property, made and reported in this cause by Michael T. Nalls, substitute trustee, be ratified and confirmed, on or after the 24th. day of April, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th. day of April, 1972.

The report states the amount of sales to be \$1,000.00

*Charles W. Cecil*

Clerk

Filed March 23, 1972

## NOTICE

## ORDER NISI ON SALE

In the matter of the deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife

to

RUTH M. BROOKS and  
MICHAEL T. NALLS, Substitute Trustees

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5305

ORDERED, this 23rd. day of March, 1972, that the sale of the real property, made and reported in this cause by Michael T. Nalls, substitute trustee, be ratified and confirmed, on or after the 24th. day of April, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th. day of April, 1972.

The report states the amount of sales to be \$1,000.00.

Charles W. Cecil, Clerk

Filed: March 23, 1972

True Copy

Test: Charles W. Cecil, Clerk  
3t-4-12

Queen Anne's

## RECORD-OBSERVER

Centreville, Md., May 10, 1972.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the case/estate of Charles S. Teague and Lillian R. Teague

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 24th day of April, 1972, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of March, 1972, and the last insertion on the 12th day of April, 1972.

THE RECORD-OBSERVER CORPORATION

By

*Bartholomew N. Thomas*

*Filed May 11, 1972*

LIBER 3 PAGE 501  
FINAL ORDER OF RATIFICATION

14

In the matter of the deed of trust  
from CHARLES S. TEAGUE and  
LILLIAN R. TEAGUE, his wife

to ~~xxx~~

RUTH M. BROOKS and

MICHAEL T. NALLS, Substitute  
Trustees

Queen Anne's  
In the Circuit Court for ~~Montgomery~~ County,  
as a Court of Equity.

No. 5305 Equity.

ORDERED, this 17th day of May, A. D.,  
19 72, by the Circuit Court for ~~Montgomery~~ Queen Anne's County, sitting as a Court of Equity, and by the authority  
thereof, that the sale made by MICHAEL T. NALLS, Substitute Trustee to  
MARY A. H. BALLARD, and reported in the above entitled cause be,  
and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been  
shown, although notice appears to have been given as required by the preceding order.

B. Hackett Turner Jr.  
Judge of the Circuit Court

Filed May 17, 1972

May 22, 1972

J. Willard Nalls, Jr., Esquire  
Solicitor for Substitute Trustees  
4400 East-West Highway  
Bethesda, Maryland 20014

Re: In the matter of the deed of trust from Charles S. Teague and  
Lillian R. Teague, his wife, to Ruth M. Brooks and Michael  
T. Nalls, Substitute Trustees - In the Circuit Court of  
Queen Anne's County, as a Court of Equity - No. 5305 Equity.

Dear Mr. Nalls:

In regard to the above, I would like the following information:

- 1) What company issued the bond, and what is the premium?
- 2) Who was the auctioneer and what is his fee?
- 3) A list of any other expenditures.

Thank you.

Very truly yours,  
CLARK & CLARK

By \_\_\_\_\_  
J. Thomas Clark

JTC/jm.

15  
In the matter of the deed of trust  
from Charles S. Teague and Lillian  
R. Teague, his wife,

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY.

to

IN EQUITY

Ruth M. Brooks and Michael T. Nalls,  
Substitute Trustees

No. 5305

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that  
on May 31, 1972, 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:


Charles S. Teague and Lillian R. Teague  
6323 61st Avenue  
Riverdale, Maryland 20783

Ruth M. Brooks and Michael T. Nalls, Substitute Trustees  
% J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Mary A.H. Ballard  
% J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Pursuant to Rule 12 d, Rules of the Second Judicial Circuit of  
Maryland, a copy of the audit duly certified by the undersigned was mailed  
to each of the above named persons at the above stated addresses, and pur-  
suant to Rule 595, Section G, Maryland Rules of Procedure, notify each of  
them that said account was filed on May 31, 1972, with the Clerk of this  
Court, Centreville, Maryland, that exceptions to said audit must be filed  
on or before June 15, 1972, and that if no exceptions are filed within such  
fifteen (15) day period, the account may thereupon be ratified on June 16,  
1972.

  
Thomas Clark  
Auditor

Filed May 31, 1972

16 In the matter of the deed of trust  
from Charles S. Teague and Lillian  
R. Teague, his wife,

to

Ruth M. Brooks and Michael T. Nalls,  
Substitute Trustees

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 5305

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of  
the Substitute Trustees as above named, in the matter of the deed  
of trust, wherein it appears that the proceeds of the sale are  
sufficient to pay the expenses of the sale, but not enough proceeds  
are left to pay the person who foreclosed.

2. That in the within account Ruth M. Brooks and Michael  
T. Nalls, Substitute Trustees, are charged with the gross proceeds of  
the sale and they are allowed their commissions for making this sale;  
the court costs in this cause; the several advertising costs, the cost  
of the bond; the cost of two certified copies, and the fee of your  
Auditor for stating this account, and the balance of the proceeds  
is directed to be paid to Mary A.H. Ballard.

Respectfully submitted,

May 31, 1972

*J Thomas Clark*  
Auditor

*Filed May 31, 1972*



The proceeds of the sale of land reported in this cause, in account with Ruth M. Brooks and Michael T. Nalls, Substitute Trustees, in the matter of the deed of trust (and vendor of said land)

Cr.

1972  
May 17th By proceeds of the sale of said land, per report of said vendor, to wit:----- \$1,000.00

Dr.

To Ruth M. Brooks and Michael T. Nalls, Substitute Trustees (and vendors) their commission for making sale.....	\$100.00	
To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil.....	\$40.00	
2-Appearance fee of J. Williard Nalls, Jr., Attny.....	<u>10.00</u>	
		50.00
To do., for an amount paid Fidelity & Deposit Co. of Md., for the 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...	\$76.00	
2-For publishing Order Nisi of Sale .....	<u>14.00</u>	
		90.00
To do., for Certified copies.....		6.00
To J. Thomas Clark, Auditor, as follows: His fee for stating audit		45.00
To Mary A. H. Ballard the balance of the proceeds, which is.....		691.00
		<u>\$1,000.00</u>
		<u>\$1,000.00</u>

May 31, 1972

*J.W. May 31, 1972*

*J. Thomas Clark*  
Auditor

NISI RATIFICATION OF AUDIT

17

In the Matter of the deed of trust from Charles S. Teague and Lillian R. Teague, his wife,

to  
Ruth M. Brooks and Michael T. Nalls, Substitute Trustees

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

Cause No. 5305

ORDERED, this 31st. day of May, 1972, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th. day of June, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the day of 1972.

*Charles W. Cecil* Clerk

Filed May 31, 1972

18

IN THE MATTER OF THE DEED OF TRUST FROM CHARLES S. TEAGUE AND LILLIAN R. TEAGUE, HIS WIFE.

to  
RUTH M. BROOKS AND MICHAEL T. NALLS, SUBSTITUTE TRUSTEES

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 5305

\*\*\*\*\*

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Ruth M. Brooks and Michael T. Nalls, Substitute Trustees, are hereby directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: June 16, 1972

*Charles W. Cecil*  
Clerk of the Circuit Court for Queen Anne's County

*Filed June 16, 1972*

19

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

In the matter of the	:	
deed of trust from	:	
CHARLES S. TEAGUE and	:	
LILLIAN R. TEAGUE, his	:	
wife	:	
to	:	Equity No. 5305
RUTH M. BROOKS and	:	
MICHAEL T. NALLS,	:	
Substitute Trustees	:	

MOTION FOR DECREE IN PERSONAM AGAINST MORTGAGOR

To the Honorable, the Judge of the Circuit Court of Queen Anne's  
County:

The motion of MARY A. H. BALLARD, noteholder in the above  
cause respectfully shows:

That there still remains due and unsatisfied to your petitioner  
upon her mortgage claim in the above entitled cause the sum of  
Seven Hundred Thirty-Four Dollars and Fourteen Cents (\$734.14), as  
found and determined by the auditor's account herein, which said  
account has been by this court finally ratified on the 16th day of  
June, 1972, as will appear by reference had to the said account,  
which is hereby prayed to be taken as part hereof.

That under the provisions of Rule W75b, Maryland Rules of  
Procedure, your petitioner is entitled to a decree in personam for  
the said sum of Seven Hundred Thirty-Four Dollars and Fourteen  
Cents (\$734.14) against the said CHARLES S. TEAGUE and LILLIAN R.  
TEAGUE, his wife, being entitled to maintain an action at law  
against said mortgagor upon the covenants contained in the mortgage  
filed in this case for the residue of the mortgage debt remaining  
unpaid and unsatisfied as aforesaid.

Wherefore your petitioner prays and moves for a decree in  
personam for the said sum of Seven Hundred Thirty-Four Dollars and  
Fourteen Cents (\$734.14) against the said CHARLES S. TEAGUE and

-2-

LILLIAN R. TEAGUE, his wife, upon due notice being given by summons or otherwise as the court may direct to the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife.

And as in duty, etc.

*J. Willard Nalls, Jr.*  
 J. WILLARD NALLS, JR.  
 Attorney for Noteholder

*Filed June 29, 1972*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
 Sitting as a Court of Equity

*29*  
 In the matter of the  
 deed of trust from  
 CHARLES S. TEAGUE and  
 LILLIAN R. TEAGUE, his  
 wife

to

Equity No. 5305

RUTH M. BROOKS and  
 MICHAEL T. NALLS,  
 Substitute Trustees

SHOW CAUSE ORDER

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court for Queen Anne's County this 30 day of June, 1972, that the clerk of this court be and he is hereby directed to issue the writ of subpoena directed to the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, commanding them to be and appear in this court on the second Monday of July, 1972, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return of said writ, why a decree should not be entered as prayed.

*B. Hasket Turner Jr.*  
 JUDGE OF THE CIRCUIT COURT OF  
 QUEEN ANNE'S COUNTY, MARYLAND

*Filed June 30, 1972*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

In the matter of the	:	
deed of trust from	:	
CHARLES S. TEAGUE and	:	
LILLIAN R. TEAGUE, his	:	
wife	:	
to	:	Equity No. 5305
RUTH M. BROOKS and	:	
MICHAEL T. NALLS,	:	
Substitute Trustees	:	

ORDER OF COURT

CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, the mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this court passed on the 30 day of June, 1972, as appears from the return of the sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this \_\_\_\_\_ day of \_\_\_\_\_, 1972, by the Circuit Court of Queen Anne's County adjudged and ordered, that the decree of this court be and it is hereby entered in favor of MARY A. H. BALLARD, the plaintiff herein, for the sum of Seven Hundred Thirty-Four Dollars and Fourteen Cents (\$734.14) against the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, with interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

B. Hackett Turner Jr.  
JUDGE OF THE CIRCUIT COURT OF  
QUEEN ANNE'S COUNTY, MARYLAND

Circuit Court For Queen Anne's County

21

EQUITY SUMMONS:

July 10, 1972 Return Day

File No. 5305

Docket C.W.C. No. 2, Vol. 338

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

TO: Charles S. Teague and  
Lillian R. Teague, his wife  
6323 61st Avenue  
Riverdale, Maryland 20783

Second

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

\_\_\_\_\_, next, to answer an action at the suit of

Mary A. H. Ballard, Noteholder  
c/o J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Issued the 30th day of June 19 72

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR ~~PLAINTIFF(S)~~  
Noteholder

NAME: J. Willard Nalls, Jr.  
ADDRESS: 4400 East-West Highway  
Bethesda, Maryland 20014

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

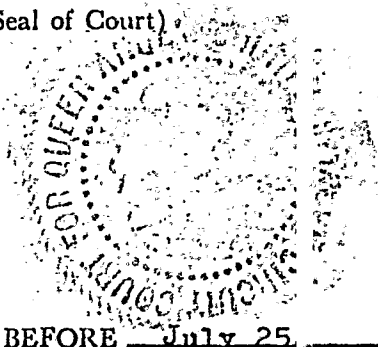
IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 25  
19 72, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

SHERIFF'S DEPARTMENT  
PRINCE GEORGE'S COUNTY  
MARYLAND

JUL 3 4 28 PM '72

*Charles W. Nalls*  
Clerk

(Seal of Court)



*July 10, 1972*



Summomed  
Personal delivery of and leaving a copy of

with said \_\_\_\_\_ at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Summomed  
Personal delivery of and leaving a copy of

with said \_\_\_\_\_ at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Chy No 5305

DON EDWARD ANSELL  
Sheriff of Prince George's Co.

By \_\_\_\_\_  
Deputy Sheriff

SERVED- *Wife*  
 NON EST *Charles & Ruth Teague*  
 NON EST OTHER: *Moved*

PRINCE GEORGE'S COUNTY, MD.  
 BY: *[Signature]*  
 DEPUTY SHERIFF

ATTEMPTS AT SERVICE

DATE	TIME	DATE	TIME
7-6-72			

SERVED-  
 NON EST: *Willard Nalls*  
 NON EST OTHER: *Moved*

PRINCE GEORGE'S COUNTY, MD.  
 BY: *[Signature]*  
 DEPUTY SHERIFF

ATTEMPTS AT SERVICE

DATE	TIME	DATE	TIME
7-6-72			

July 10, 1972

J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Re: Charles S. Teague & Wf to. Ruth M. Brooks et al  
Chy. No. 5305 - Deed of Trust Case.

Charles S. Teague & Wf to Ruth M. Brooks et al  
Chy.No. 5306 - Deed of Trust Case.

Dear Sir:

I wish to advise that the summonses in the above en-  
titled cases were returned today, July 10th, with the endorse-  
ment of "Non Est Moved 7/6/72".

Please let me know if there is anything further that  
I am to do right now.

Yours very truly,

Clerk

C/S

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this 'twenty-third day of February, in the year nineteen hundred and seventy-two, the following Order to Docket Suit for Foreclosure of Deed of Trust was brought to be recorded, to wit:

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

In the matter of the :  
 deed of trust from :  
 CHARLES S. TEAGUE and :  
 LILLIAN R. TEAGUE, :  
 his wife :


to :

Equity No. 530b

RUTH M. BROOKS and :  
 MICHAEL T. NALLS, :  
 Substitute Trustees :

Mr. Clerk:

Please docket suit in the above entitled cause and file a (certified copy of the) deed of trust, recorded in liber 45 at folio 476 enter my appearance as solicitor for the Substitute Trustees and file the affidavit of indebtedness, bond and approval of the bond.

  
 J. WILLARD NALLS, JR.  
 4400 East-West Highway  
 Bethesda, Maryland  
 OL 4 4626

*Filed Feb. 23, 1972*

2

NO. 62,692  
Re 32,768 RECEIVED FOR RECORD Jan 9, 1970 at 2:01 P.M.

MARYLAND DEED OF TRUST

Washington Law Reporter Form 102  
1625 Eye St., N.W., Washington D.C. 20004

This Deed of Trust, made this 2nd day of January, 1970, by and between  
Charles S. Teague and Lillian R. Teague, his wife,  
hereinafter referred to as "Grantor," and

A.O. Robinson and Peter Stefanelli, hereinafter referred to as "Trustees";

Whereas, Grantor is justly indebted unto Oreco Corporation (a Maryland Corp.)  
in the principal sum of One Thousand Six Hundred Fifty

Dollars (\$ 1,650.00 ), Deferred Purchase Money  
(Insert Type Of Transaction)

for which amount the Grantor has signed and delivered his promissory note of even date herewith  
payable to the order of Oreco Corporation (a Maryland Corporation)

in the principal amount of One Thousand Six Hundred Fifty

Dollars (\$ 1,650.00 ) bearing interest at the rate of Eight percent (-8- %) per annum  
until paid, on the following terms and obligations: Payable in monthly installments of  
Twenty Five and 72/100 (\$25.72) Dollars, or more, beginning on the 1st day of  
February, 1970 and on the 1st day of each month thereafter until the 2nd day of  
January, 1975 when the remaining principal balance and accrued interest is all  
due and payable.

Said note having been Certified by the Notary Public taking the  
acknowledgment to these presents.

Now, Therefore, This Deed of Trust Witnesseth: That to secure the prompt payment  
of said indebtedness and all charges and advances as in said promissory note and as herein provided,  
the Grantor, in consideration of the sum of One Dollar in hand paid by said Trustees at and before the  
sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant  
and convey in fee simple unto the Trustees the land and premises lying and being in Queen Anne's  
County, State of Maryland, and described as follows:

Lot numbered Ten(10) in Block lettered "D" in the subdivision known as  
"Monoke Subdivision" as per plat thereof duly recorded among the Plat  
Records of said County in Plat Book No. 2, folio 416, Being Plat No. 27369

1-29-70 - original submitted to Oreco Corp  
1504 Montgomery Rd  
Delapine, Md 20723

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity or otherwise however, of the Grantor, of, in, to, or out of the said land and premises;

In Trust to permit said Grantor to use and occupy the said described land and premises and to receive the rents, issues, and profits thereof, until default be made in the payment of any indebtedness hereby secured and in the performance of the conditions and obligations made and stipulated in the said promissory note or in the performance of any covenant or agreement contained in this trust; and upon the full payment of all of said note and any extensions or renewals thereof, and interest thereon, and all moneys advanced or expended as provided for in said promissory note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided for to release and re-convey the said land and premises unto and at the cost of the Grantor or the party or parties then claiming under said Grantor.

The Grantor, for himself and his successors and assigns, covenants and agrees as a part of this trust, as follows:

1. That he will pay the indebtedness evidenced by the note secured hereby, all taxes and assessments relating to the land and premises herein described, ground rents, all charges against the property, and all other sums which are required to be paid by him under the terms of said promissory note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the holder of said note with respect to this trust, the said note or the land and premises herein described, and in default of any such payment, the holder of said note may pay the same, and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest, and shall be secured by this Deed of Trust.

2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear accepted; and that he will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust.

3. That he will keep the improvements now existing, or hereafter erected on said land, insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of said note, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of said note and the policies and renewals thereof shall be held by said holder and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of said note. In event of loss he will give immediate notice by mail to the holder of said note, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and to the order of the holder of said note, and the insurance proceeds or any part thereof may be applied by such holder at his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the security property. In the event of sale under the terms of this Deed of Trust or other transfer of title to said security property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. That in the event the ownership of the security property becomes vested in a person other than Grantor, the holder of said note may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve the Grantor of his liability on the note hereby secured or from the performance of any of the covenants and agreements contained herein whether said extension or modification be made with or without the consent of the Grantor.

5. That the irrevocable power to substitute one or more of the trustees named herein or substituted therefor is expressly reserved to the holder of the note secured by this Deed of Trust to be

exercised any time hereafter no matter how often without notice and without specifying any reason therefor by filing for record among the land records where this instrument is recorded a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee, thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named or that hereafter may be substituted hereunder expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any Court for the removal, substitution or appointment of a trustee hereunder.

6. That each Trustee acting hereunder shall be paid a fee of **Five** Dollars (\$ 5.00 ) for each document which he is required to execute under the terms of this Deed of Trust.

7. That his failure to perform any of his obligations under this Deed of Trust or under said note shall constitute a default and all indebtedness secured hereby shall immediately become due and payable at the option of the holder of said note. Any time thereafter, at the request of the holder of said note, the Trustees shall have the power and it shall be their duty to sell said land and premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Trustees may deem best for the interest of all concerned, consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located for at least once a week for two successive weeks or for such period as applicable law may require and, in case of default of any purchaser, to re-sell with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey said land and premises in fee simple to and at the cost of the purchaser, who shall not be liable to see to the application of the purchase money; and from the proceeds of sale: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustees' bond, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of this trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; SECOND, to pay the whole amount then remaining unpaid of the principal of said note, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed that upon such sale before maturity of the note the balance thereof shall be immediately due and payable; THIRD, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and LAST, to pay the remainder of said proceeds, if any, to the Grantor, his heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the said land and premises, less costs and expenses of obtaining possession.

8. That if the security property shall be advertised for sale, as hereinabove provided, and not sold, he will pay all costs in connection therewith including, but not limited to advertising, attorney's fees and a Trustees' commission of 2 1/2% of the then unpaid principal balance of the indebtedness, and the same shall be secured in like manner as other charges and expenses relating to the execution of this trust and bear interest at the rate stated in said note.

9. That he warrants specially the property herein conveyed and that he will execute such further assurances thereof as may be requisite.

10. That by his execution of this Deed of Trust he certifies that prior to such execution he has received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement, as required by law.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, his heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustee or trustees, and the holder of the note hereby secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the following signatures and seals.

*Charles S. Teague* [SEAL]  
Charles S. Teague

*Lillian R. Teague* [SEAL]  
Lillian A. Teague

Witness:  
*Paul L. Bond*  
Paul L. Bond  
as to both

STATE OF Maryland,  
COUNTY OF Prince George's,

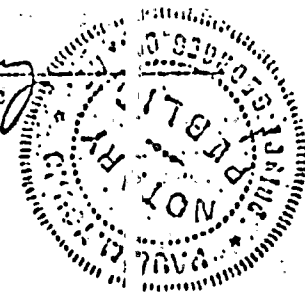
To Wit:

On this 2nd day of January, 1970, before me,  
the undersigned officer, personally appeared Charles S. Teague and Lillian K. Teague, his wife,  
known to me (or satisfactorily proven) to be the persons whose name & are subscribed to the within  
instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 7/1/74

*Paul M. Young*  
Paul M. Young, Notary Public



STATE OF Maryland,  
COUNTY OF Prince George's,

To Wit:

I Herby Certify that on this 2nd day of January 1970, before me, the  
subscriber, a notary public in and for the County and State  
aforesaid, personally appeared John J. Young, Pres. of Arcloo Corp.  
and made oath in due form of law that he is acting for the party secured by the foregoing Deed of  
Trust and that the consideration set forth in the foregoing Deed of Trust is true and bona fide as  
therein set forth; and that— *DEPOSITED PURCHASE MONEY*

~~the amount of the loan which the foregoing Deed of Trust has been given to secure was  
paid over and disbursed by the party secured to the borrower or to the person responsible for  
the disbursement of funds in the closing transaction at a time no later than the final and complete  
execution of the foregoing Deed of Trust. (Strike out if not applicable)~~

In Witness Whereof, I hereunto set my hand and official seal.

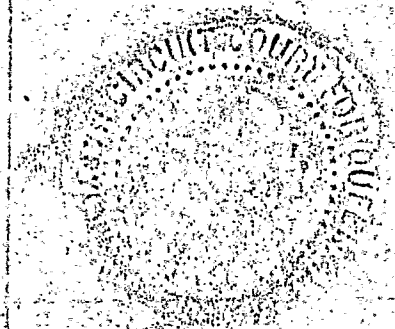
My commission expires: 7/1/74

*Paul M. Young*  
Paul M. Young, Notary Public



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

I HEREBY CERTIFY, that the foregoing is truly taken and  
copied from LIBERCWC 45 folio 476 etc, a Land  
Record Book for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the Seal of  
the Circuit Court for Queen Anne's  
County, this 6th day of Jan.  
Nineteen Hundred and Seventy-one two.

*Charles W. Cecil*  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed Feb. 23 1972*



3

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

In the matter of the deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife

"  
"  
"

to

Equity No. 5306

RUTH M. BROOKS and MICHAEL T. NALLS, Substitute Trustees

"  
"

AFFIDAVIT OF INDEBTEDNESS

State of Maryland

*Virginia*

"  
" to wit:

County of Fairfax

Mary A. H. Ballard, being duly sworn, deposes and says that she is the holder of a certain note made by CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, dated January 2, 1970, which note is secured by deed of trust, which is the subject of foreclosure proceedings in Equite No. \_\_\_\_\_ in the Circuit Court for Queen Anne's County, Maryland. That there is now due and owing on account of the indebtedness evidenced by said note, the sum of \$1,425.14, which includes interest at the rate of 8% computed through February 28, 1972, in the amount of \$72.12 and the principal balance of \$1,353.02.

Mary A. H. Ballard (SEAL)

SUBSCRIBED AND SWORN TO before me this 14 day of February 1972.

My commission expires:

*My commission expires December 2, 1974*

Helen Shaer  
Notary Public

*Filed Feb. 23, 1972*

RECEIVED FOR ... Feb. 23, 1972

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Bond # 853 39 50

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael T. Nalls and Ruth M. Brooks, substitute trustees 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 One Thousand Eight Hundred and 00/100---(\$1,800.00)--- 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 16th day of February in the year of our Lord one thousand nine hundred and Seventy Two.

WHEREAS, the above bounden Michael T. Nalls and Ruth M. Brooks, substitute trustees by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County has been appointed Trustee to sell Certain Property

mentioned in the proceedings in the case of In the matter of the Decd. of Trust from Charles S. Teague and Lillian R. Teague h/w xxx to

Michael T. Nalls and Ruth M. Brooks, substitute trustees now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Michael T. Nalls and Ruth M. Brooks, substitute trustees

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:

Mollie Jean Houston as to Both Michael T. Nalls (SEAL)  
Ruth M. Brooks (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sandra Jubb As to Surety By Clinton A. Killam Attorney-in-Fact

MD3116a-500, 7-70 186010 Trustee's Bond

Certified copy of power of attorney attached

Surety Approved and Paid Feb. 23, 1972 Charles H. Curb, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.G. No. 1 folio 428, 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 23rd day of February, nineteen hundred seventy-two.



Charles H. Cecil  
Clerk of the Circuit Court for Queen Anne's County

5

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

In the Matter of the  
Deed of Trust from  
C HARLES S. TEAGUE and  
LILLIAN R. TEAGUE, his wife

:  
:

to

Equity No. 5306

:  
:

RUTH M. BROOKS and  
MICHAEL T. NALLS,  
Substitute Trustees

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) to wit:

WE HEREBY CERTIFY that on the 10<sup>th</sup> day of February, 1972, we mailed notice, by certified mail, postage prepaid, to Charles S. Teague & Lillian R. Teague at their last known address, 6323 61st Ave, Riverdale, Maryland, giving notice of the time, place and terms of sale for the property to be sold in the above entitled cause, by sending them a copy of the advertisement as published in Queen Anne Record Observer

Ruth M. Brooks  
RUTH M. BROOKS  
Michael T. Nalls  
MICHAEL T. NALLS

Subscribed and sworn to before me this 10 day of February, 1972, as to Michael T. Nalls.

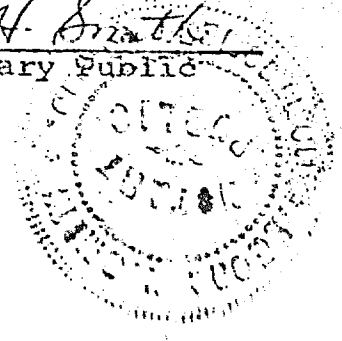
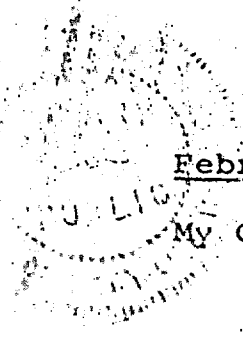
My Commission Expires:  
7/1/74

[Signature]  
Notary Public

Subscribed and sworn to before me this 11th day of February, 1972, as to Ruth M. Brooks.

My Commission Expires:  
7/1/74

[Signature]  
Notary Public



Filed Feb 23, 1972

No. 68022 .....  
 Re. 43892 ..... RECEIVED FOR RECORD February 23, 1972 10:50 AM  
DEED OF APPOINTMENT

6  
 This Substitution of Trustee instrument made this 11<sup>th</sup> day of February 1972, by and between Mary A. H. BALLARD, party of the first part, and RUTH M. BROOKS and MICHAEL T. NALLS, Substuted Trustees as hereinafter set forth, parties of the second part, and A. C. ROBINSON and PETER STEFANELLI, Trustees, part of the third part.

WITNESSETH, THAT

WHEREAS by a certain Deed of Trust dated January 2, 1970, and recorded on January 9, 1970, in Liber 45, folio 472, one of the Land Records of Queen Anne's County, Maryland, CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, conveyed the hereinafter described property to A. C. ROBINSON and PETER STEFANELLI, Trustees, to secure an indebtedness unto ORELCO CORPORATION, in the principal sum of ONE THOUSAND SIX HUNDRED FIFTY and NO/100 (\$1,650.00) DOLLARS which loan bears interest at 8% per annum and the property conveyed by said Deed of Trust is more particularly described as follows:

Lot numbered Nine (9) in Block Lettered "D" in the Subdivision known as "Wieneke Subdivision" as per plat recorded in Plat Book 2 folio 416 among the Land Records of Queen Anne's County, Maryland.

WHEREAS the said MARY A. H. BALLARD, is the present holder of the indebtedness secured by said Deed of Trust and desires to exercise her privilege under said Deed of Trust and under paragraph 5 in said Deed of Trust by the Substitution of Trustees.

NOW, THEREFORE

In consideration of the sum of One Dollar (\$1.00) and the covenants contained in the said Deed of Trust recorded in Liber 45, folio 472, the said MARY A. H. BALLARD, holder of the

indebtedness secured by the said Deed of Trust hereby designates RUTH M. BROOKS and MICHAEL T. NALLS as Substituted Trustees in the place and stead of A. C. ROBINSON and PETER STEFANELLI, Trustees.

IN TESTIMONY WHEREOF, the said MARY A. H. BALLARD, hath on this 14 day of February 1972 caused those presents to be signed by her and doth acknowledge and deliver these presents as her act and deed

*[Handwritten signature]*  
\_\_\_\_\_

*Mary A. H. Ballard* (Seal)  
MARY A. H. BALLARD

*Virginia*  
STATE OF MARYLAND )

COUNTY OF *Fairfax* )

to wit:

On this 14 day of February 1972, before me, a Notary Public, the undersigned officer, personally appeared MARY A. H. BALLARD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My commission expires:

My commission expires December 2, 1974

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public



*Filed Feb. 23, 1972*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
SITTING AS A COURT OF EQUITY

1  
 In the Matter of the :  
 deed of trust from :  
 CHARLES S. TEAGUE and :  
 LILLIAN R. TEAGUE, his :  
 wife :  
 to : Equity No. 5306  
 RUTH M. BROOKS and :  
 MICHAEL T. NALLS, :  
 Substitute Trustees :

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of MICHAEL T. NALLS and RUTH M. BROOKS, substitute trustees, authorized and empowered to make sale of lands and premises described in the deed of trust in this cause filed, respectfully shows:

That default having been made in payment of the indebtedness secured by said deed of trust with interest thereon as in said deed of trust was covenanted and agreed to be paid, the said substitute trustees having been directed by the holder of said note secured by said deed of trust to execute the power of sale in them vested and to make sale of said lands and premises, the said trustees gave bond with approved security as required by law and after having given more than fifteen days' notice publicly of the time and place of sale by advertisement in the Queen Anne Record Observer, a weekly newspaper published in Queen Anne County, Maryland, prior to the day of sale, a copy of which advertisement is annexed hereto and made a part hereof marked Exhibit No. 1, and after having complied with all the other prerequisites of law, MICHAEL T. NALLS, substitute trustee certifies that the co-trustee, RUTH M. BROOKS, was out of the jurisdiction on the date of sale, and that he offered and exposed for sale at public auction at the Court House door in Queen Anne's County, Maryland on



Monday, February 28, 1972 at 11:00 a. m. being the time and place mentioned in said advertisement the lands and premises in said deed of trust mentioned and the same being Lot numbered ten (10) block lettered (D) in Wieneke Sub-division as per plat recorded in Plat Book 2 at Plat 416 among the land records of Queen Anne's County, Maryland and then and there sold said property to MARY A. H. BALLARD for the sum of \$1,000.00, she being at that price the highest bidder therefor and upon the following terms; namely, all cash upon ratification of sale by the Court with conveyancing, notary fee, recording, examination of title, State and Federal Revenue Stamps to be paid at the cost of the purchaser.

Memorandum in writing of the sale to which is annexed a copy of said advertisement is herewith filed as part hereof, marked Exhibit No. 2.

A deposit of \$200.00 in cash was made by the purchaser who offered herself ready and willing to comply with the terms of sale upon ratification of sale by this Honorable Court.

*Michael T. Nalls*

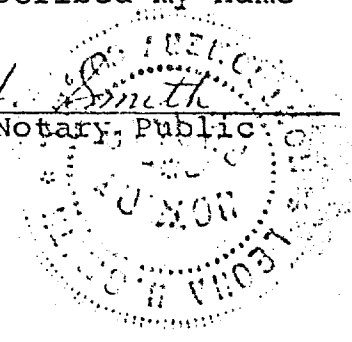
MICHAEL T. NALLS,  
substitute trustee

STATE OF MARYLAND :  
                  *Montgomery* :  
COUNTY OF ~~QUEEN ANNE~~ : SS

I HEREBY CERTIFY that on this *21st* day of *March* 1972, before the subscriber a Notary Public, in and for the State and County aforesaid, personally appeared MICHAEL T. NALLS, substitute trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true and correct as therein set forth, to the best of his knowledge, information, and belief, and that said MARY A. H. BALLARD was the highest bidder therefor and that to the best of his knowledge, information and belief all the rules of Court and requirements of law are complied with in said sale.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal.

My commission expires: *7/1/74*      *Liona H. Smith*  
Notary Public



*Filed Mar 23 1972*

8

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., *March 20* 19*72*

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Notice

in the case/estate of Trustee's sale equity # 5305 (6)

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 28th day of February, 19*72*, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of February, 19*72*, and the last insertion on the 23rd day of February, 19*72*

THE RECORD-OBSERVER CORPORATION

By *Anthony M. Monroe*

*Filed Mar 23, 1972*

**TRUSTEES SALE OF  
VALUABLE UNIMPROVED  
REAL ESTATE**

BEING LOT 10 IN BLOCK "D" IN THE SUBDIVISION KNOWN AS "WIENEKE SUBDIVISION", QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power and authority conferred upon them by a certain deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, to A. C. ROBINSON and PETER STEFANELLI, trustees, dated January 2, 1970, recorded among the Land Records of Queen Anne's County, Maryland on January 9, 1970 at 2:01 p.m. in Liber 45 at folio 476 and default having occurred in the note secured against said property by said deed of trust, the undersigned Substitute Trustees will sell at public auction at the Courthouse door in Centreville, Maryland on:

**MONDAY, FEBRUARY 28, 1972**

at 11 o'clock A. M.

all that lot of ground and improvements thereon situate lying and being in Queen Anne's County, Maryland, and described as Lot Numbered Ten (10) in Block Lettered "D" in a subdivision known as "Wieneke Subdivision" per plat recorded in Plat Book 2 at Folio 416 Plat No. 27369 one of the Land Records of Queen Anne's County, Maryland as said property is more particularly described in said deed of trust.

This property consists of an unimproved lot.

TERMS OF SALE: All cash, upon ratification thereof by the Circuit Court of Queen Anne's County, Maryland. A deposit of Two hundred dollars (\$200.00) will be required at time of sale. Conveyancing, recording, notary fee, examination of title, state revenue stamps and all Transfer Taxes will be at the cost of the purchaser. State and County Taxes will be adjusted to the date of sale.

Interest at the rate of 6% per annum on the purchase price shall run from date of sale and be paid by purchaser. Terms of sale to be complied with within five (5) days after final ratification of sale by the Court, or property will be resold at the risk and cost of the defaulting purchaser.

RUTH M. BROOKS  
Substitute Trustee  
MICHAEL T. NALLS  
Substitute Trustee

J. WILLARD NALLS, JR.  
Solicitor for Substitute Trustees  
4400 East-West Highway  
Bethesda, Maryland  
OL 4-4626

31-2-23

9

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

In the matter of the Deed of Trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, wife

to

Equity No. 5306

RUTH M. BROOKS and  
MICHAEL T. NALLS,  
Substitute Trustees

This is to certify that the property described in the attached advertisement was sold at public auction at the Court House door, Queen Anne, Maryland to:

Mary A.H. Ballard for \$1,000.00 upon the terms and conditions as set forth in said advertisement.

*J. Willard Nalls, Jr.*  
J. WILLARD NALLS, JR.

*Sold March 20, 1972*

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

10

In the Matter of the :  
 Deed of Trust from :  
 CHARLES S. TEAGUE and :  
 LILLIAN R. TEAGUE, his wife :  
 to : Equity No. 5306  
 RUTH M. BROOKS and :  
 MICHAEL T. NALLS, :  
 Substitute Trustees :

AFFIDAVIT

Mary A. H. Ballard, being first duly sworn under oath, deposes and says:

1. That she was the purchaser at the foreclosure sale set forth in Equity No. 5306 of a certain lot described as Lot 10, Block D, in a subdivision known as "WIENEKE SUBDIVISION" as per plat recorded in Plat Book 2, Plat No. 416, among the Land Records of Queen Anne's County, Maryland.
2. That no other individuals or corporations are involved as principals in the purchase.
3. That she has not directly or indirectly discouraged anyone from bidding on the property aforesaid.

Mary A. H. Ballard

State of Virginia  
County of Fairfax

to wit:

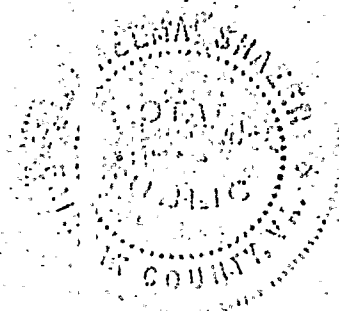
I HEREBY CERTIFY that on this 29th day of February, 1972, before me, the subscriber, a Notary Public in and for the State and county aforesaid, personally appeared Mary A. H. Ballard, and made oath in due form of law that the matters and facts set forth in the foregoing affidavit are true to the best of my knowledge, information, and belief.

My Commission Expires:

Helma Sheer  
Notary Public

My commission expires December 2, 1974

Fold Mar. 23, 1972



QUEEN ANNE  
**IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND**

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

In matter of Deed of Trust  
from  
Charles S. Teague and  
Lillian R. Teague  
vs.  
to  
Ruth M. Brooks and  
Michael T. Nalls, Substitute  
trustee

~~NEW~~ EQUITY NO. 5306

STATE OF ~~MARYLAND, MONTGOMERY~~ COUNTY, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in  
and for said County, personally appeared Mary A.H. Ballard

and made oath in due form of law that he (she) knows the defendants herein, and that to  
the best of his (her) information, knowledge and belief

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

Mary A.H. Ballard  
Affiant.

Subscribed and sworn to before me

this 14th day of March 1972

Helma Slaver  
Notary Public

My Commission Expires December 2, 1974

Filed Mar. 23 1972

ORDER NISI ON SALE

In the Matter of the deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife

to

RUTH M. BROOKS and MICHAEL T. NALLS, Substitute Trustees

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

Cause No. 5306

ORDERED, this 23rd. day of March, 1972, that the sale of the real property, made and reported in this cause by Michael T. Nalls, substitute trustee, be ratified and confirmed, on or after the 24th. day of April, 1972 unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th. day of April, 1972.

The report states the amount of sales to be \$ 1000.00.

Charles W Cecil Clerk

Filed March 23, 1972

ORDER NISI ON SALE In the Matter of the deed of trust from CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife

to RUTH M. BROOKS and MICHAEL T. NALLS, Substitute Trustees

In the Circuit Court for Queen Anne's County In Equity Cause No. 5306-

ORDERED, this 23rd. day of March, 1972, that the sale of the real property, made and reported in this cause by Michael T. Nalls, Substitute Trustee, be ratified and confirmed, on or after the 24th. day of April, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th. day of April, 1972.

The report states the amount of sales to be \$1,000.00.

Charles W. Cecil, Clerk

Filed: March 23, 1972

True Copy

Test: Charles W. Cecil, Clerk

3t-4-12

Queen Anne's RECORD-OBSERVER

Centreville, Md., May 11, 1972

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the case/estate of Charles S. Teague and Lillian R. Teague

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 April, 1972, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of March, 1972, and the last insertion on the 12th day of April, 1972.

THE RECORD-OBSERVER CORPORATION

By [Signature]

Filed May 12, 1972



LIBER 3 PAGE 528  
FINAL ORDER OF RATIFICATION

14

In the matter of the deed of trust  
from Charles S. Teague and  
Lillian R. Teague, his wife

to ~~xxx~~

RUTH M. BROOKS and

MICHAEL T. NALLS, Substitute  
Trustees

Queen Anne's  
In the Circuit Court for ~~Montgomery~~ County,  
as a Court of Equity.

No. 5306 Equity.

ORDERED, this 17th day of May, A. D.,  
19 72, by the Circuit Court for ~~Montgomery~~ Queen Anne's County, sitting as a Court of Equity, and by the authority  
thereof, that the sale made by Michael T. Nalls, Substitute trustee to  
Mary A.H. Ballard, and reported in the above entitled cause be,  
and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been  
shown, although notice appears to have been given as required by the preceding order.

*B. Hackett Turner Jr.*

Judge of the Circuit Court

Filed May 17, 1972

J. WILLARD NALLS, JR.  
4400 EAST WEST HIGHWAY - SUITE G - BETHESDA, MD. 20014  
Phone 654-4626

MESSAGE REPLY

TO Equity Clerk, Courthouse  
Queen Anne's County  
Centreville, Maryland 21617

DATE 5/12/72

Mr Clerk:

Enclosed are the Certificates  
of Publication of the  
Ordens Nisi in Equity 5305  
and 5306. Please have sale  
ratified and notify this  
office when judge signs  
order.

DATE

SIGNED

SIGNED

May 22, 1972

J. Willard Nalls, Jr., Esquire  
Solicitor for Substitute Trustees  
4400 East-West Highway  
Bethesda, Maryland 20014

Re: In the matter of the deed of trust from Charles S. Teague and Lillian R. Teague, his wife, to Ruth M. Brooks and Michael T. Nalls, Substitute Trustees - In the Circuit Court for Queen Anne's County as a Court of Equity - No. 5306 Equity

Dear Mr. Nalls:

In regard to the above, I would like the following information:

- 1) What company issued the bond, and what is the premium?
- 2) Who was the auctioneer and what is his fee?
- 3) A list of any other expenditures.

Thank you.

Very truly yours,

CLARK & CLARK

By J. Thomas Clark

JTC/jm

In the matter of the deed of trust from Charles S. Teague and Lillian R. Teague, his wife,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

to

IN EQUITY

Ruth M. Brooks and Michael T. Nalls,  
Substitute Trustees

No. 5306

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of the Substitute Trustees as above named, in the matter of the deed of trust, wherein it appears that the proceeds of the sale are sufficient to pay the expenses of the sale, but not enough proceeds are left to pay the person who foreclosed.

2. That in the within account Ruth M. Brooks and Michael T. Nalls, Substitute Trustees, are charged with the gross proceeds of the sale and they are allowed their commissions for making this sale; the court costs in this cause; the several advertising costs; the cost of the bond; the cost of two certified copies, and the fee of your Auditor for stating this account, and the balance of the proceeds is directed to be paid to Mary A. H. Ballard.

Respectfully submitted,

May 31, 1972

*J. Thomas Clark*  
Auditor

*Filed May 31 1972*

Cause No. 5306

The proceeds of the sale of land reported in this cause, in account with Ruth M. Brooks and Michael T. Nalls, Substitute Trustees, in the matter of the deed of trust (and vendor of said land)

Cr.

1972  
May 17th By proceeds of the sale of said land, per report of said vendor, to wit:----- \$1,000.00

Dr.

To Ruth M. Brooks and Michael T. Nalls, Substitute Trustees (and vendors) their commission for making sale.....	\$100.00	
To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil.....	\$40.00	
2-Appearance fee of J. Williard Nalls, Jr., Attny.....	<u>10.00</u>	
		50.00
To do., for an amount paid Fidelity & Deposit Co. of Md., for the 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....	\$76.00	
2-For publishing Order Nisi of Sale.....	<u>14.00</u>	
		90.00
To do., for Certified copies.....		6.00
To J. Thomas Clark, Auditor, as follows: His fee for stating audit		45.00
To Mary A. H. Ballard the balance of the proceeds, which is.....		691.00
		<u>\$1,000.00</u> <u>\$1,000.00</u>

May 31, 1972

*J Thomas Clark*  
Auditor

*Filed May 31, 1972*

*16*  
In the matter of the deed of trust  
from Charles S. Teague and Lillian  
R. Reague, his wife,

to

Ruth M. Brooks and Michael T. Nalls,  
Substitute Trustees

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 5306

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that  
on May 31, 1972, the date the audit in the above entitled cause  
was filed in this Court, that he did by U.S. First Class Mail  
notigy the following interested parties to this cause:

Charles S. Teague and Lillian R. Teague  
6323 61st Avenue  
Riverdale, Maryland 20783

Ruth M. Brooks and Michael T. Nalls, Substitute Trustees  
% J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Mary A. H. Ballard  
% J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

J. Willard Nalls, Jr., Esquire  
4400 East-West Highway  
Bethesda, Maryland 20014

Pursuant to Rule 12 d, Rules of the Second Judicial Circuit of  
Maryland, a copy of the audit duly certified by the undersigned was mailed  
to each of the above named persons at the above stated addresses, and pur-  
suant to Rule 595, Section G, Maryland Rules of Procedure, notify each of  
them that said account was filed on May 31, 1972, with the Clerk of this  
Court, Centreville, Maryland, that exceptions to said audit must be filed  
on or before June 15, 1972, and that if no exceptions are filed within such  
fifteen (15) day period, the account may thereupon be ratified on June 16,  
1972.

*Thomas Clark*  
Thomas Clark  
Auditor

*Filed May 31, 1972*

LIBER 3 PAGE 532  
NISI RATIFICATION OF AUDIT

17

In the Matter of the deed of trust from Charles S. Teague and Lillian R. Teague, his wife,

xxx to

Ruth M. Brooks and Michael T. Nalls, Substitute Trustees

In the Circuit Court for Queen Anne's County

In Equity

Cause No. 5306

ORDERED, this 31st day of May, 1972, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of June, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the -- day of --, 19--.

*Charles W. Cecil* Clerk

Filed May 31, 1972

18

IN THE MATTER OF THE DEED OF TRUST FROM CHARLES S. TEAGUE AND LILLIAN R. TEAGUE, HIS WIFE

to

RUTH M. BROOKS AND MICHAEL T. NALLS, SUBSTITUTE TRUSTEES

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 5306

\*\*\*\*\*

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Ruth M. Brooks and Michael T. Nalls, Substitute Trustees, are hereby directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: June 16, 1972

*Charles W. Cecil*  
Clerk of the Circuit Court for Queen Anne's County

*Filed June 16, 1972*

19  
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

In the matter of the :  
deed of trust from :  
CHARLES S. TEAGUE and :  
LILLIAN R. TEAGUE, his :  
wife :  
to : Equity No. 5306  
RUTH M. BROOKS and :  
MICHAEL T. NALLS, :  
Substitute Trustees :

MOTION FOR DECREE IN PERSONAM AGAINST MORTGAGOR

To the Honorable, the Judge of the Circuit Court of Queen Anne's  
County:

The motion of MARY A. H. BALLARD, noteholder in the above  
cause respectfully shows:

That there still remains due and unsatisfied to your petitioner  
upon her mortgage claim in the above entitled cause the sum of  
Seven Hundred Thirty-Four Dollars and Fourteen Cents (\$734.14), as  
found and determined by the auditor's account herein, which said  
account has been by this court finally ratified on the 16th day of  
June, 1972, as will appear by reference had to the said account,  
which is hereby prayed to be taken as part hereof.

That under the provisions of Rule W75b, Maryland Rules of  
Procedure, your petitioner is entitled to a decree in personam for  
the said sum of Seven Hundred Thirty-Four Dollars and Fourteen  
Cents (\$734.14) against the said CHARLES S. TEAGUE and LILLIAN R.  
TEAGUE, his wife, being entitled to maintain an action at law  
against said mortgagor upon the covenants contained in the mortgage  
filed in this case for the residue of the mortgage debt remaining  
unpaid and unsatisfied as aforesaid.

Wherefore your petitioner prays and moves for a decree in  
personam for the said sum of Seven Hundred Thirty-Four Dollars and  
Fourteen Cents (\$734.14) against the said CHARLES S. TEAGUE and



LILLIAN R. TEAGUE, his wife, upon due notice being given by summons or otherwise as the court may direct to the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife.

And as in duty, etc.

*J. Willard Nalls, Jr.*  
J. WILLARD NALLS, JR.  
Attorney for Noteholder

*Filed June 29, 1972*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

*20*

In the matter of the  
deed of trust from  
CHARLES S. TEAGUE and  
LILLIAN R. TEAGUE, his  
wife

:  
:  
:  
:

to

Equity No. 5306

RUTH M. BROOKS and  
MICHAEL T. NALLS,  
Substitute Trustees

:  
:

SHOW CAUSE ORDER

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court for Queen Anne's County this 30 day of June, 1972, that the clerk of this court be and he is hereby directed to issue the writ of subpoena directed to the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, commanding them to be and appear in this court on the second Monday of July, 1972, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return of said writ, why a decree should not be entered as prayed.

*B. Hackett Turner Jr.*  
JUDGE OF THE CIRCUIT COURT OF  
QUEEN ANNE'S COUNTY, MARYLAND

*Dated June 30, 1972*

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

In the matter of the	:	
deed of trust from	:	
CHARLES S. TEAGUE and	:	
LILLIAN R. TEAGUE, his	:	
wife	:	
to	:	Equity No. 5306
RUTH M. BROOKS and	:	
MICHAEL T. NALLS,	:	
Substitute Trustees	:	

ORDER OF COURT

CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, the mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this court passed on the 30 day of June, 1972, as appears from the return of the sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this \_\_\_\_\_ day of \_\_\_\_\_, 1972, by the Circuit Court of Queen Anne's County adjudged and ordered, that the decree of this court be and it is hereby entered in favor of MARY A. H. BALLARD, the plaintiff herein, for the sum of Seven Hundred Thirty-Four Dollars and Fourteen Cents (\$734.14) against the said CHARLES S. TEAGUE and LILLIAN R. TEAGUE, his wife, with interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

*B. Harold Turner Jr.*  
 \_\_\_\_\_  
 JUDGE OF THE CIRCUIT COURT OF  
 QUEEN ANNE'S COUNTY, MARYLAND

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

July 10, 1972 Return Day

File No. 5306

Docket C.W.C. No. 2, folio 339

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

TO: Charles S. Teague and Lillian R. Teague, his wife 6323 61st Avenue Riverdale, Maryland 20783

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

next, to answer an action at the suit of

Mary A. H. Ballard, Noteholder c/o J. Willard Nalls, Jr., Esquire 4400 East-West Highway Bethesda, Maryland 20014

Issued the 30th day of June 19 72

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR ~~XXXXXXXXXX~~ Noteholder

NAME: J. Willard Nalls, Jr. 4400 East-West Highway ADDRESS: Bethesda, Maryland 20014

(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 July 25, 19 72, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Dec'd July 10, 1972

SHERIFF'S DEPARTMENT PRINCE GEORGE'S COUNTY MARYLAND JUL 3 4 28 PM '72

Summoned \_\_\_\_\_  
Personal delivery of and leaving a copy of \_\_\_\_\_

with said \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Summoned \_\_\_\_\_  
Personal delivery of and leaving a copy of \_\_\_\_\_

with said \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Chg No 5306

DON EDWARD ANSELL  
Sheriff of Prince George's Co.  
By \_\_\_\_\_  
Deputy Sheriff

SERVED:			
NON EST: <i>Charles League</i>			
NON EST OTHER: <i>move</i>			
PRINCE GEORGE COUNTY, MD.			
BY: <i>[Signature]</i> DEPUTY SHERIFF			
ATTEMPTS AT SERVICE			
DATE	TIME	DAY	TIME
<i>7-6-72</i>			

SERVED:			
NON EST: <i>William T. Tapp</i>			
NON EST OTHER: <i>in need</i>			
PRINCE GEORGE COUNTY, MD.			
BY: <i>[Signature]</i> DEPUTY SHERIFF			
ATTEMPTS AT SERVICE			
DATE	TIME	DAY	TIME
<i>7-6-72</i>			

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-seventh day of December, in the year nineteen hundred and seventy-one, the following Bill of Complaint for Declaratory Decree and Injunction was brought to be recorded, to wit:-

WILMER L. MIDDLETON and  
PAULINE E. MIDDLETON, his wife  
Centreville, Maryland  
COMPLAINANTS

vs.

MARGARET C. LOHR  
Centreville, Maryland  
NELLIE CLOUGH DORSEY  
901 West University Parkway  
Baltimore, Maryland

ETTA M. CLOUGH  
Greenwood, Delaware

and

DANIEL McCREARY and  
MARGARET ANN McCREARY, his wife  
Centreville, Maryland  
DEFENDANTS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5284

BILL OF COMPLAINT FOR DECLARATORY DECREE AND INJUNCTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complaint of Wilmer L. Middleton and Pauline E. Middleton, his wife, by Edward Turner and Walter W. Claggett, their Solicitors, respectfully says:

1. That the parties to this proceeding are all adults and reside respectively at the various addresses shown on the heading of this Complaint.

2. That on February 23, 1950, the Complainants became owners of and occupied a lot of land improved by a two-story dwelling house known as "The Parsonage Property" of the Pilgrim Holiness Church in Centreville, Third Election District, Queen Anne's County, Maryland, near Centreville Landing in what is known as the "Wharf Lane Settlement"; Complainants having acquired said property by Deed from Jackson R. Collins and wife, and which said Deed is duly of record in Liber N.B.W. No. 8, folio 573, a Land Record Book for Queen Anne's County, Maryland.

(Complainants file herewith a certified copy of Deed, marked "Complainants' Exhibit No. 1" and pray same to be taken as a part of their cause.)

3. That the Defendants are owners of a certain strip or parcel of land fifteen feet (15 ft.) in width and abutting and adjoining the Easterly side of Complainants' property, extending the entire length of Complainants' property two hundred feet (200 ft.), and in addition thereto extending Southerly another one hundred feet (100 ft.), being in the whole, a continuous strip fifteen feet (15 ft.) wide, extending from the Southerly side of Hammond Street, a total distance of three hundred feet (300 ft.) and described as follows:

BEGINNING for the same at a point on the Southerly side of Shellhouse Road (now Hammond Street) fifty feet (50 ft.) wide, being the Northeasterlymost corner of the lands of, or formerly of, Martha E. Clough (now property belonging to the Defendants), which said point of beginning is the intersection of the Southerly side of Shellhouse Road with the Westerly side of the strip or parcel

of land herein described and (1) running thence by and with the lands of, or formerly of, Martha E. Clough, South  $44^{\circ} 45'$  West 300 feet to a concrete monument and lands formerly belonging to E. S. Valliant; thence, (2) by and with said Valliant lands South  $43^{\circ} 30'$  East 15 feet to an iron pipe; thence, (3) North  $44^{\circ} 45'$  East 300 feet to an iron pipe and the Southerly side of Shellhouse Road; thence, (4) by and with the Southerly side of said road, North  $43^{\circ} 30'$  West 15 feet to the place of Beginning, and being part of the lands acquired by the Defendants herein as follows:

(a) As heirs-at-law of Martha L. Clough, Defendants Margaret C. Lohr, Nellie Clough Dorsey and Etta M. Clough being children of the said Martha L. Clough, who departed this life intestate in the year 1907.

(b) By Deed from Thomas E. Clough, single man, brother of Defendants Margaret C. Lohr, Nellie Clough Dorsey and Etta M. Clough, dated May 23, 1960, and which said Deed is duly of record in Liber T.S.P. No. 58, folio 46, one of the land record books for Queen Anne's County, Maryland.

(Complainants file herewith certified copy of Deed, marked "Complainants' Exhibit No. 2" and pray same to be taken as a part of their cause.)

(c) By Deed from Defendant Margaret C. Lohr, et vir, Defendant Etta M. Clough, single, and Defendant Nellie Clough Dorsey, Widow, dated January 13, 1970, and which said Deed is duly of record in Liber C.W.C. No. 46, folio 140, one of the Land Record Books for Queen Anne's County, Maryland.

(Complainants file herewith certified copy of Deed, marked "Complainants' Exhibit No. 3" and pray same to be taken as a part of their cause.)

4. That Martha L. Clough, now deceased, and the mother of the Defendants Margaret C. Lohr, Nellie Clough Dorsey and Etta M. Clough, acquired said parcel above described in Paragraph 3 hereof from Nannie M. Wright, by Deed dated June 11, 1957, and which said Deed is duly of record in Liber T.S.P. No. 35, folio 98, one of the Land Record Books for Queen Anne's County, Maryland.

(Complainants file herewith certified copy of Deed marked "Complainants' Exhibit No. 4" and pray same to be taken as a part of their cause.)

1956 5. That a portion of said strip or parcel as described in Paragraph 3 hereof is further shown on a map or plat entitled "Plat of a Survey of a 15' Wide Alley between the lands of Martha L. Clough and Wilmer L. Middleton in the Third Election District of Queen Anne's County, Maryland," made August 16, 1958, by J. R. McCrone, Jr., Inc., and which said map or plat is duly of record in Liber T.S.P. No. 35, folio 100, one of the Land Record Books for Queen Anne's County, Maryland.

(Complainants file herewith certified copy of plat marked "Complainants' Exhibit No. 5" and pray same to be taken as a part of their cause.)

6. That said strip or parcel of land described in Paragraph 3 hereof is shown in its entirety on a certain map or plat of same entitled "Plat of a Survey of the Margaret Lohr, et al. Lands, Centreville, Queen Anne's County, Maryland" made October 1960 by J. R. McCrone, Jr., Inc., Centreville, Maryland, and which said plat is duly of record in Liber T.S.P. No. 58, folio 58, one of the Land Record Books for Queen Anne's County, Maryland.

(Complainants file herewith certified copy of plat marked "Complainants' Exhibit No. 6" and pray same to be taken as a part of their cause.)



7. That the strip or parcel so described in Paragraph 3 hereof is held by the Defendants subject to the use in common with the Complainants in, to, over and across same for the purposes of ingress, egress and regress at all times and by any type of vehicle or on foot.

8. That the Defendants have informed the Complainants that the Complainants have no rights or interests or domain in said strip as hereinabove described and have further informed the Complainants that the said strip as herein described is held in fee simple by the Defendants and is not subject to any servitude; that in furtherance of the Defendants' statements to the Complainants concerning said strip or parcel of land, the Defendants have caused to be erected fences thereon, have obstructed the use of said strip by the placing of automobiles thereon, and have hindered and prevented the Complainants from going over and across said strip or parcel above described in Paragraph 3 hereof by means of vehicles or on foot.

9. That an actual controversy exists as between the Complainants and the Defendants relative to the ownership and the rights of the parties in and to the strip or parcel of land described in Paragraph 3 hereof and such controversy does not permit the Complainants to use and enjoy said parcel in accordance with the rights in and to said parcel that were reserved unto the Complainants.

10. That a Declaratory Judgment of this Honorable Court, pursuant to Article 31-A of the Annotated Code of Maryland will serve to terminate the controversy giving rise to this proceeding.

TO THE END THEREFORE:

1. That this Honorable Court construe, declare and interpret the ownership of the parcel herein described in Paragraph 3 of this Complaint and further construe, declare and interpret the servitudes, if any, that exist upon said parcel so described and which it may be subject thereto.

2. That in the event this Honorable Court does construe, declare and interpret that said strip or parcel as described in Paragraph 3 of this Complaint is subject to the rights of the Complainants to enter upon same and to go over and across same for the purposes of ingress, egress and regress at all times and by any type of vehicle or on foot, then this Honorable Court shall issue its Decree of Injunction preventing the Defendants from hindering and obstructing the Complainants' use of said parcel as described in Paragraph 3 of this Complaint.

3. And for such other and further relief as the nature of their cause may require.

AND AS IN DUTY BOUND, etc.

Wilmer L. Middleton  
Wilmer L. Middleton  
Pauline E. Middleton  
Pauline E. Middleton

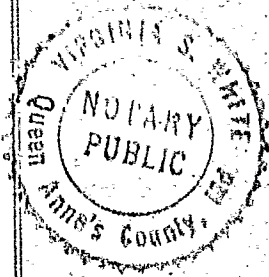
Edward Turner  
Edward Turner, Esq., Attorney at Law  
109 Lawyers Row, Centreville, Md. 21617  
Telephone: 758-1795

Walter W. Claggett  
Walter W. Claggett, Esq., Attorney at Law  
Masonic Building, Easton, Md. 21601  
Telephone: 822-1540

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

I HEREBY CERTIFY, that on this 20th day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILMER L. MIDDLETON and PAULINE E. MIDDLETON, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint For Declaratory Decree And Injunction are true to the best of their knowledge, information, and belief.

WITNESS my hand and notarial seal.



*Virginia S. White*  
Virginia S. White, Notary Public  
My commission expires July 1, 1974.

*Filed Dec 27/1971*

COMPLAINANTS' EXHIBIT NO. 1

N.B.W. No. 8, folio 573

.....: Q U E E N     A N N E ' S     C O U N T Y,     T O W N S H I P  
#30,012.

Be it remembered that on this Twenty Third day of February, in the year nineteen hundred  
and fifty one, the following Deed was brought to be recorded, to wit:-

One-Three Dollar, One-Twenty Five Cent and  
One-Five Cent Int. Rev. Stamps. Endorsed JPS.  
One-One Dollar Ten Cent and One-Two Dollar

Twenty Cent Recordation Tax Stamps. Endorsed  
JPS XX.

THAT 2000 DOLLARS BEING THE AMOUNT PAID FOR OF FEBRUARY IN THE YEAR ONE THOUSAND NINE HUNDRED AND FIFTY-ONE, BY JACKSON R. COLLINS AND ELIZABETH B. COLLINS, HIS WIFE, OF THE COUNTY OF QUEEN ANNE'S, STATE OF MARYLAND, AND MILDRED COLLINS TRUSLOW, WIDOW-LADY, OF THE COUNTY OF KENT, 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 Jackson R. Collins and Elizabeth B. Collins, his wife, and Mildred Collins Truslow, widow-lady, do hereby grant and convey unto Wilmer L. Middleton and Pauline E. Middleton, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

All that lot of land, improved by a frame two story dwelling house, known or formerly known as "The Parsonage Property of the Pilgrim Holiness Church" at Centreville, situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, near Centreville Landing in what is known as Wharf Lane Settlement, located on the south side of a road leading from what is known as "The Creamery Road" bounded on the east and south by the lands of E. S. Valliant, bounded on the west by the lands of or formerly of Eugene Clough, and bounded on the north by said road, and beginning for the same at a point on the south side of said road 15 feet east from the property owned or formerly owned by Eugene Clough, and running thence in a straight line in a southerly direction parallel with the line of the Eugene Clough's property a distance of 200 feet to the Valliant property; thence in an easterly direction parallel with the line of the road a distance of 50 feet to the Valliant property; thence in a northerly direction with the Valliant property and parallel to the first line of the property hereby conveyed a distance of 200 feet to the aforesaid public road; and thence in a westerly direction with said public road a distance of 50 feet to the place

LIBER

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1 to 2 minutes  
written. md

Original Execut. & mailed  
4/16/51  
Central

N.B. vs. M.S. Feb. 574

of beginning.

Being the same property conveyed unto the Grantors by The Trustees of the Pilgrim Holiness Church by deed dated the 22nd day of February, 1951, and intended to be recorded among the land records preceding the recording of this deed.

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 Wilmer L. Middleton and Pauline E. Middleton, his wife, as tenants by the entretles, 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:

TEST: J. WEST THOMPSON, JR.  
J. West Thompson, Jr.,

as to: JACKSON R. COLLINS (SEAL)  
Jackson R. Collins.

TEST: J. WEST THOMPSON, JR.  
J. West Thompson, Jr.,

as to: ELIZABETH B. COLLINS (SEAL)  
Elizabeth B. Collins.

TEST: DOROTHY G. CROUCH  
Dorothy G. Crouch

as to: MILDRED COLLINS TRUSLOW (SEAL)  
Mildred Collins Truslow

STATE OF MARYLAND,

to wit:

COUNTY OF KENT

I HEREBY CERTIFY, that on this 19th day of February in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mildred Collins Truslow, widow-lady, to me personally known, and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.

DOROTHY G. CROUCH  
Dorothy G. Crouch

LIBER

LIBER

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N. B. W. No. 8, folio 575

575

formerly Dorothy M. Coxon  
Notary Public.

My Commission expires May 7, 1951.

Notary  
Public  
Seal.

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

I HEREBY CERTIFY, that on this 22nd day of February, 1951, before the Subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne, duly commissioned and qualified, personally appeared Jackson R. Collins and Elizabeth B. Collins, his wife, and they each acknowledged the foregoing DEED to be their respective act.

Witness my hand and notarial seal.

J. WEST THOMPSON, JR.  
Notary Public.

Notary  
Public  
Seal.



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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from  
Liber NBW No.8, Folio 573, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name  
and affix the Seal of the Circuit Court for Queen  
Anne's County, this 21st day of December, in the year  
nineteen hundred and seventy-one.

*Charles W. Cecil*

Charles W. Cecil, Clerk of the Circuit Court for  
Queen Anne's County

LIBER

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*Filed Dec 27 1971*

COMPLAINANTS'  
EXHIBIT NO. 2

T.S. PWBOR 58 PAGE 46

No. 45-27  
Re. 53-946 RECEIVED FOR RECORD Nov. 23, 1960

3

THIS DEED made this 23rd day of May, 1960, by and between Thomas E. Clough, single man, of Centreville, Queen Anne's County, State of Maryland, party of the first part, hereinafter called "Grantor", and Margaret C. Lohr, of Centreville, Queen Anne's County, State of Maryland, Etta M. Clough, of Greenwood, Delaware, and Nellie Clough Dorsey, 901 W. University Parkway, Baltimore 10, Maryland, parties of the second part, hereinafter called "Grantees".

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Thomas E. Clough does hereby grant and convey all his right, title, interest and estate, the same being a one-fourth undivided interest, to Margaret C. Lohr, Etta M. Clough and Nellie Clough Dorsey, as tenants in common and not as joint tenants, in fee simple, the following described property, to wit:

PARCEL NO. 1: ALL that lot, tract, part or parcel of a lot of land, situate, lying and being in the Third Election District of Queen Anne's County, near the Town of Centreville, and on the Southwest side of the road or lane leading from the road or lane known as Creamery Lane, towards the property now or formerly owned by Edwin H. Brown, Jr., and adjoining the property of or formerly of Charles Schelhouse, the eastern boundary of the said Charles Schelhouse lot being the division line between the property hereby conveyed and the property of the said Charles Schelhouse, said lot hereby conveyed having a frontage on said road or lane of one hundred and seven feet, and with a uniform width of one hundred and seven feet, a depth of two hundred feet, and bounded on the front or northern side by said public road, on the east and south by the property now or formerly owned by said Clayton Wright and Zadoc R. Collins and on the west by the Schelhouse lot aforesaid,

BEING the same and all of the land granted and conveyed by Clayton Wright, et al, to Eugene Clough and Martha L. Clough, his wife, by Deed dated December 22, 1913, recorded December 23, 1913, in Liber W.F.W., No. 4, folio 383, a Land Record Book for Queen Anne's County, Maryland. The said Eugene Clough having departed this life in the year 1928, leaving the said Martha L. Clough surviving him. The said Martha L. Clough having departed this life intestate in the year 1957, leaving surviving her as her only heirs-at-law, the four following children, to wit: Thomas E. Clough, Margaret C. Lohr, Etta M. Clough and Nellie Clough Dorsey.

PARCEL NO. 2: ALL that lot or parcel of land situate, lying and being in the Town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, at Centreville Landing, on the southerly side of Schelhouse Road, adjoining on the west other lands formerly of Martha L. Clough, adjoining on the east the lands of Wilmer L. Middleton and Pauline E. Middleton, his wife, conveyed unto them by deed from Jackson R. Collins, et al, dated the 23rd day of February, 1951, recorded in Liber N.B.W., No. 8, folio 574, and more particularly described by metes and bounds courses and distances according to a plat and survey thereof by J. R. McCrone, Jr., Inc. Registered surveyors, dated August 16, 1956, as follows, to wit:

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE MARYLAND

BEGINNING for the same at a point on the southerly side of Schelhouse Road (50 feet wide), being the northeasternmost corner of the lands of or formerly of Martha L. Clough, which said point of beginning is the intersection of the southerly side of Schelhouse Road with the westerly side of the strip or parcel of land herein conveyed, and running thence by and with the lands of or formerly of Martha L. Clough south 44 degrees west 200 feet to a point on the line of the lands of E. A. Valliant marked by a fence, thence by and with said Valliant Lands south 43 degrees 30 minutes east 15 feet to a point on the line of the lands of Wilmer L. Middleton and Pauline E. Middleton, thence running by and with said Middleton lands north 44 degrees 45 minutes east 200 feet to a point on the southerly side of Schelhouse Road (50 feet wide), thence by and with the southerly side of said road north 43 degrees 30 minutes west 15 feet to the place of beginning.

BEING the same and all of the land granted and conveyed by Nannie M. Wright, widow, to Martha L. Clough, by Deed dated June 11, 1957, recorded June 11, 1957, in Liber T.S.P., No. 35, folio 98, a Land Record Book for Queen Anne's County, Maryland. The said Martha L. Clough having departed this life intestate in the year 1957, leaving surviving her as her only heirs-at-law, the four following children, to wit: Thomas E. Clough, Margaret C. Lohr, Etta M. Clough and Nellie Clough Dorsey.

PARCEL NO. 3: ALL that lot or parcel of land, being a part of "Chesterfield" situate at or near Centreville Landing in the Third Election District of Queen Anne's County, Maryland, on what is known as Creamery Lane, and lying between the Holiness Church property and the property of William J. Jarvis, fronting 50 feet on said Creamery Lane between said properties, extending back 267 feet along the line of the property of William J. Jarvis to other property of Wright and Collins with a width of one hundred feet in the rear along said other property, and from said other property a length of 217 feet along the rear of the properties of Eugene Clough and Charles Schelhouse to the rear of said Holiness Church property, then 50 feet along said rear of said Church property and then 50 feet to said Creamery Lane.

BEING the same and all of the land granted and conveyed to Eugene Clough by Clayton Wright and Zadoc R. Collins, co-partners trading as Wright and Collins and Nannie M. Wright, wife of Clayton Wright, and Nannie D. Collins, wife of Zadoc R. Collins, by Deed dated May 15, 1919, recorded May 16, 1919, in Liber J.F.R., No. 2, folio 253, a Land Record Book for Queen Anne's County, Maryland. The said Eugene Clough having departed this life testate in the year 1928, devising the aforesaid property unto his wife, Martha L. Clough, for and during the term of her natural life and no longer, and from and after the death of his said wife, then in fee to his children, share and share alike, under the terms of his will dated December 23, 1925, recorded among the Will Records of Queen Anne's County, in Liber W.T.B., No. 3, folio 176. The said Martha L. Clough, life tenant, having departed this life in 1957.

EXCEPTING, HOWEVER, all that lot, part of a lot or parcel of land granted and conveyed by Eugene Clough and Martha L. Clough, his wife, to Lillie M. Rose, Eugene Clough, Frank Miles and Charles W. Schelhouse, trustees and their successors in office, "In trust for the use and benefit of the Ministry and membership of the Pilgrim Holiness Church in the United States of America, subject to the Manual and usage of said Church as from time to time authorized and declared, and, if sold, the proceeds shall be disposed of and used in accordance with the provisions of said Manual", by deed dated the \_\_\_\_\_ day of December, 1923, recorded the 29th day of December, 1923, in Liber B. H. T., No. 1, folio 84, a Land Record Book for Queen Anne's County, and more particularly described as follows, to wit:

ALL that lot or tract of land situate, lying and being in the Third Election District of Queen Anne's County situate or near what is known as Centreville Landing, being a part of the farm formerly known as Chesterfield on the left or east side of what is known as Creamery Lane, extending in and from the road from Centreville by the way of the Wharf Lane to Corsica Neck in the direction of where the Creamery was formerly located, being bounded on the north by the property owned by Wright and Collins, formerly occupied by one Benjamin Miller, on the east by the Eugene Clough property, and on the south by the Jarvis property, now owned by Wright and Collins, and beginning for the same at the division line between the property now or formerly occupied by Benjamin Miller and the property hereby conveyed and running in an Easterly direction 66 feet to the property owned by said Eugene Clough, thence in a Southerly direction fifty feet to the property owned by Wright and Collins, thence in a Westerly direction sixty-six feet to the Creamery Lane, said lot having a uniform width of fifty feet on said Lane to the rear and extending back sixty-six feet.

PARCEL NO. 4: All that lot or parcel of land situate, lying and being in the Town of Centreville in the Third Election District, Queen Anne's County, State of Maryland, at Centreville

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE MARYLAND  
TELEPHONE 700

Landing, and being a strip of land fifteen feet in width, beginning along the southernmost line of Parcel No. 2 hereinabove described and being a continuance thereof, in a southerly direction towards the south fork of the Corsica River, of even width, having a distance of 100 feet, binding along the lands conveyed herein as Parcel No. 3.

BEING the same and all of the land in which Nannie M. Wright conveyed her undivided right, title, interest and estate, if any, to be used in common by the owner or owners of all lands adjoining thereto, unto Martha L. Clough, her heirs and assigns, in fee simple, by Deed dated June 11, 1957, recorded June 11, 1957, in Liber T.S.P., No. 35, folio 98, a Land Record Book for Queen Anne's County, Maryland. The said Martha L. Clough having departed this life intestate in the year 1957, leaving surviving her as her only heirs-at-law the four following children, to wit: Thomas E. Clough, Margaret C. Lohr, Etta M. Clough, and Nellie Clough Dorsey.

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.

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE MARYLAND  
TELEPHONE 796

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 Margaret C. Lohr, Etta M. Clough and Nellie Clough Dorsey, as tenants in common, and not as joint tenants, in fee simple, forever.

AND the said Grantor does 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 hereby granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

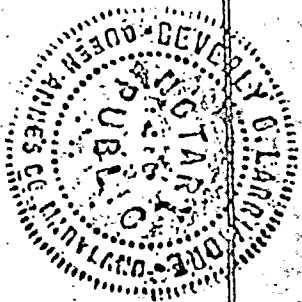
TEST:

*Beverly C. Larimore* *Thomas E. Clough* SEAL  
Thomas E. Clough

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

I HEREBY CERTIFY that on this 2nd day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Clough, and he acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.



*Beverly C. Larimore*  
Notary Public

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber TSP No. 58, folio 46, etc., 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 December, in the year nineteen hundred and seventy-one.

*Charles W. Cecil*

Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County.

*Filed Dec 27 1971*

C. W. C.  
LIBER 46 PAGE 140

COMPLAINANTS' EXHIBIT NO. 3

*No. 62,859*  
*R. 33187 RECEIVED FOR RECORD Jul 13, 1970 at 2:12 P.M.*

THIS DEED, made this 19<sup>th</sup> day of January, 1970, by and between Margaret C. Lohr and Albert E. Lohr, her husband, Etta M. Clough, widow, and Nellie Clough Dorsey, widow, parties of the first part, hereinafter called "Grantors"; and Daniel McCreary and Margaret Ann McCreary, his wife, of Centreville, Queen Anne's County, State of Maryland, parties of the second part, hereinafter called "Grantees".

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Margaret C. Lohr and Albert E. Lohr, her husband, Etta M. Clough, and Nellie Clough Dorsey, do hereby grant and convey unto Daniel McCreary and Margaret Ann McCreary, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described parcel of land, to wit:

ALL that lot, tract, part or parcel of a lot of land, situate lying and being in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, on the South side of the road or lane known as Creamery Lane and beginning for the same where the property hereby conveyed corners with Creamery Lane and the property of the Pilgrim Holiness Church which is marked by an iron pipe and running thence by and with the lands of the Pilgrim Holiness Church South 43 degrees, 30 minutes East, 66 feet to an iron pipe; thence still with the lands of the Pilgrim Holiness Church, North 44 degrees, 45 minutes East, 50 feet to the lands of ( or formerly of) George A. Chambers which point is marked by an iron pipe; thence South 43 degrees, 30 minutes East, 216 feet to a point along the lands of (or formerly of) E.S. Valliant, Sr., said line passes over an iron pipe at 94.00 feet which pipe marks a corner of the lands of (or formerly of) Ernest L. Whitby; thence South 44 degrees, 45 minutes West, 100 feet to an iron pipe and the lands of (or formerly of) Catherine Radcliffe; thence North 43 degrees, 30 minutes West, 282 feet to an iron pipe and the South side of Creamery Lane; thence North 44 degrees, 45 minutes East, 50 feet to the point of beginning.

BEING a part of the land granted and conveyed by Clayton Wright, et al, to Eugene Clough and Martha L. Clough, his wife, by deed dated December 22, 1913, recorded December 23, 1913, in Liber W.F.W. No. 4, folio 383, a land record book for Queen Anne's County, Maryland.



JAMES E THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
758-0877

AND BEING a part of the property granted and conveyed to Eugene Clough by Clayton Wright, et al, by deed dated May 15, 1919, recorded May 16, 1919, in Liber J.F.R. No. 2, folio 253, a land record book for Queen Anne's County, Maryland. The said Eugene Clough having departed this life Testate in the year 1928 devising that part of the aforesaid property held in his individual name to his wife Martha L. Clough, for and during the term of her natural life and no longer, and from and after the death of his said wife and then in fee to his children, share and share alike, under the terms of his will dated December 23, 1925, recorded among the Will Records of Queen Anne's County, in Liber W.T.B. No. 3, folio 176, the said Martha L. Clough having departed this

life in Testate in the year 1957, leaving surviving her as her only heirs at law the four following children, to wit: Thomas E. Clough, Margaret C. Lohr, Etta M. Clough, and Nellie Clough Dorsey; the said Thomas E. Clough having conveyed all his right, title, interest, and estate in the foregoing property to Margaret C. Lohr, Etta M. Clough, and Nellie Clough Dorsey, by deed dated May 23, 1960, and recorded or intended to be recorded preceding these presents.

AND BEING ALSO a part of the land granted and conveyed to Martha L. Clough by Nannie M. Wright, widow, by deeds dated June 11, 1957, recorded June 11, 1957, in Liber T.S.P. No. 35, folio 98, a land record book for Queen Anne's County, the said Martha L. Clough having departed this life as aforesaid.

AND BEING ALSO the same land included in a Confirmatory Deed from the Board of Trustees of Pilgrim Holiness Church to Margaret C. Lohr, et al, dated September 24, 1960, recorded November 23, 1960, in Liber T.S.P. No. 58, folio 53, a land record book for Queen Anne's County, Maryland.

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 Daniel McCreary and Margaret Ann McCreary, his wife, 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 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 the said Grantors.

TEST:

James D. Anthony Margaret C. Lohr (SEAL)  
Margaret C. Lohr

Albert E. Lohr (SEAL)  
Albert E. Lohr

Etta M. Clough (SEAL)  
Etta M. Clough

Nellie Clough Dorsey (SEAL)  
Nellie Clough Dorsey

JAMES E THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
758-0877

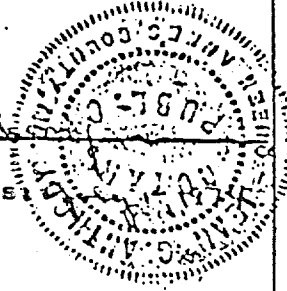


STATE OF MARYLAND )  
 ) TO WIT:  
QUEEN ANNE'S COUNTY )

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of January, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret C. Lohr, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

James D. Court  
Notary Public  
My Commission Expires:                     

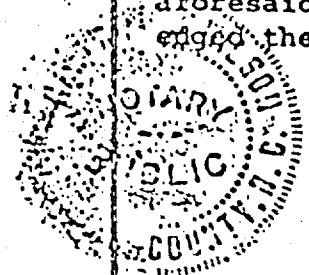


STATE OF North Carolina )  
 ) TO WIT:  
COUNTY OF Guilford )

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of February, 1970, before me, the subscriber, a Notary Public of the State of North Carolina, in and for the County aforesaid, personally appeared Albert E. Lohr, and he acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Barbara B. Wilson  
Notary Public  
My Commission Expires: May 19, 1971



STATE OF Massachusetts )  
 ) TO WIT:  
COUNTY OF Sabbat )

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of January, 1970, before me, the subscriber, A Notary Public of the State of Massachusetts, in and for the County aforesaid, personally appeared Etta M. Clough, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

Julius H. Howe  
Notary Public  
My Commission Expires: 7/1/70



STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:  
I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber CWC 46, folio 140, etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I Hereunto subscribe my hand and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of December, in the year nineteen hundred and seventy-one.

Charles W. Cecil  
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County.

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CANTONVILLE, MD 21617  
764-0477

20 Dec 27 1971

# 39,230

T.S.P.

LIBER

35 PAGE 90

RECEIVED FOR RECORD

June 11, 1957

COMPLAINANTS' EXHIBIT NO. 4

TSP 35/98

5  
This Deed made this 11<sup>th</sup> day of June

in the year one thousand nine hundred and fifty-seven by and between  
NANNIE M. WRIGHT, widow lady, of Queen Anne's County, State of Maryland, party  
of the first part, and MARTHA L. CLOUGH, widow lady, of the County and State  
aforesaid, party of the second part:

WHEREAS, Clayton Wright and Z.R. Collins, co-partners, trading as Wright and  
Collins were the owners in fee simple of a tract of land situate, lying and being  
at Centreville Landing in the Third Election District of Queen Anne's County, State  
of Maryland, being the same parcel of land conveyed unto them by deed from Mary H.  
Wright and Spencer Wright, her husband, by deed dated the 2nd day of February, 1910,  
which was sold by said owners at various times to various and sundry persons in part,  
and

WHEREAS, the said Clayton Wright departed this life on or about the 12 day  
of MAY, 1936, testate, devising the hereinafter described property  
unto his wife, Nannie M. Wright, under the terms of his Will dated the 24 day  
of FEBRUARY, 1930 recorded among the Will Records of Queen Anne's  
County in Liber WTB No. 3 folio 548, and

WHEREAS, the said Zadoc R. Collins did convey all his interest as surviving  
partner of Wright and Collins unto the said Nannie M. Wright by deed dated the 7th day  
of October, 1936, recorded among the Land Records of Queen Anne's County in Liber  
W.H.C. No. 3A folio 539, and

(1937) WHEREAS, the hereinafter described strip of land, while intended as and for  
a lane or roadway to be used in common by the properties binding thereon, has never  
been conveyed by the owners thereof nor dedicated nor otherwise designated as and  
for a lane or roadway, nor has the same been used therefor, but fee simple title  
thereto, by virtue of the aforesaid conveyances is now vested in the party of the  
first part, and

WHEREAS, the party of the first part desires to divest herself of all title or  
claim of title thereto and to provide said strip of land be used in common by all  
the owners of lands binding thereon,

NOW THEREFORE, THIS DEED 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 Nannie M. Wright, party of the first part, does hereby  
grant and convey unto the said Martha L. Clough, her heirs and assigns, in fee simple,  
all that lot or parcel of land more particularly described as follows, to wit:

All that lot or parcel of land situate, lying and being in the Town of Centreville  
in the Third Election District of Queen Anne's County, State of Maryland, at Centreville  
Landing, on the southerly side of Schelhouse Road, adjoining on the west other lands of  
the said Martha L. Clough (being the same property conveyed unto Eugene Clough and  
Martha L. Clough, his wife, by deed from Clayton Wright, et. al., dated the 23rd day of  
December, 1913, recorded in Liber W.F.W. No. 4 folio 383, which on the death of Eugene  
Clough prior hereto became vested solely in Martha L. Clough), adjoining on the east the  
lands of Wilmer L. Middleton and Pauline E. Middleton, his wife, conveyed unto them by  
deed from Jackson R. Collins, et. al., dated the 23rd day of February, 1951, recorded in  
Liber H.B.W. No. 8 folio 574, and more particularly described by notes and bounds, courses  
and distances according to a plat and survey thereof by J. R. McCrone, Jr., Inc.,  
registered surveyors, dated August 16, 1956, as follows, to wit:

Beginning for the same at a point on the southerly side of Schelhouse Road  
(50 feet wide), being the northeasternmost corner of the lands of Martha L. Clough,  
which said point of beginning is the intersection of the southerly side of Schelhouse  
Road with the westerly side of the strip or parcel of land herein conveyed, and  
running thence by and with the lands of Martha L. Clough south 44 degrees west 200 feet  
to a point on the line of the lands of E.A. Valliant marked by a fence thence by and

with said Valliant lands with 43 degrees 30 minutes east 15 feet to a point on the line of the lands of Wilmer L. Middleton and Pauline E. Middleton, thence running by and with said Middleton lands north 44 degrees 45 minutes east 200 feet to a point on the southerly side of Schelbouse Road (50 feet wide), thence by and with the southerly side of said road north 43 degrees 30 minutes west 15 feet to the place of beginning.

And the said party of the first part, Mennie M. Wright, does hereby further grant and convey unto the said party of the second part, Martha L. Clough, her heirs and assigns, in fee simple, all her undivided right, title, interest and estate, if any she has not heretofore conveyed, to be used in common by the the owner or owners of all lands adjoining thereto, in and to a strip of land fifteen (15) feet in width beginning along the southernmost line of the first parcel herein conveyed, and being a continuance thereof in a southerly direction towards the south fork of the Corsica River, of even width, for a distance of 100 feet binding along the lands conveyed by Clayton Wright, et. al., to Eugene Clough, dated the 15th day of May, 1919, and recorded among the Land Records of Queen Anne's County in Liber J.T. R. No. 2 folio 253.

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

TO HAVE AND TO HOLD said 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 said parties of the second part, Martha L. Clough, her heirs and assigns, in fee simple forever, SUBJECT, nevertheless, to the use in common with the said Wilmer L. Middleton and Pauline E. Middleton, their heirs and assigns, in, to, over and across the strip of land above described and herein intended to be conveyed, for the purpose of ingress, egress and regress, at all times, and by any type of vehicle or on foot.

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 conveyed; that she will warrant specially the property hereby 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:

*Richard C. Rowner* \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

*Mennie M. Wright* (SEAL)  
Mennie M. Wright  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of JUNE in the year one thousand nine hundred and fifty-seven before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mennie M. Wright and she acknowledged the foregoing Deed to be her act.

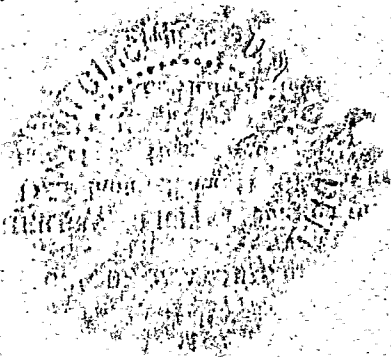
Witness my hand and Notarial seal.

*Richard C. Rowner*  
Notary Public



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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber TSP No. 35, folio 98, etc., 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 December, in the year nineteen hundred and seventy-one.

*Charles W. Cecil*

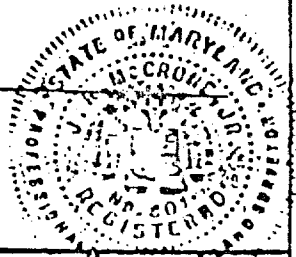
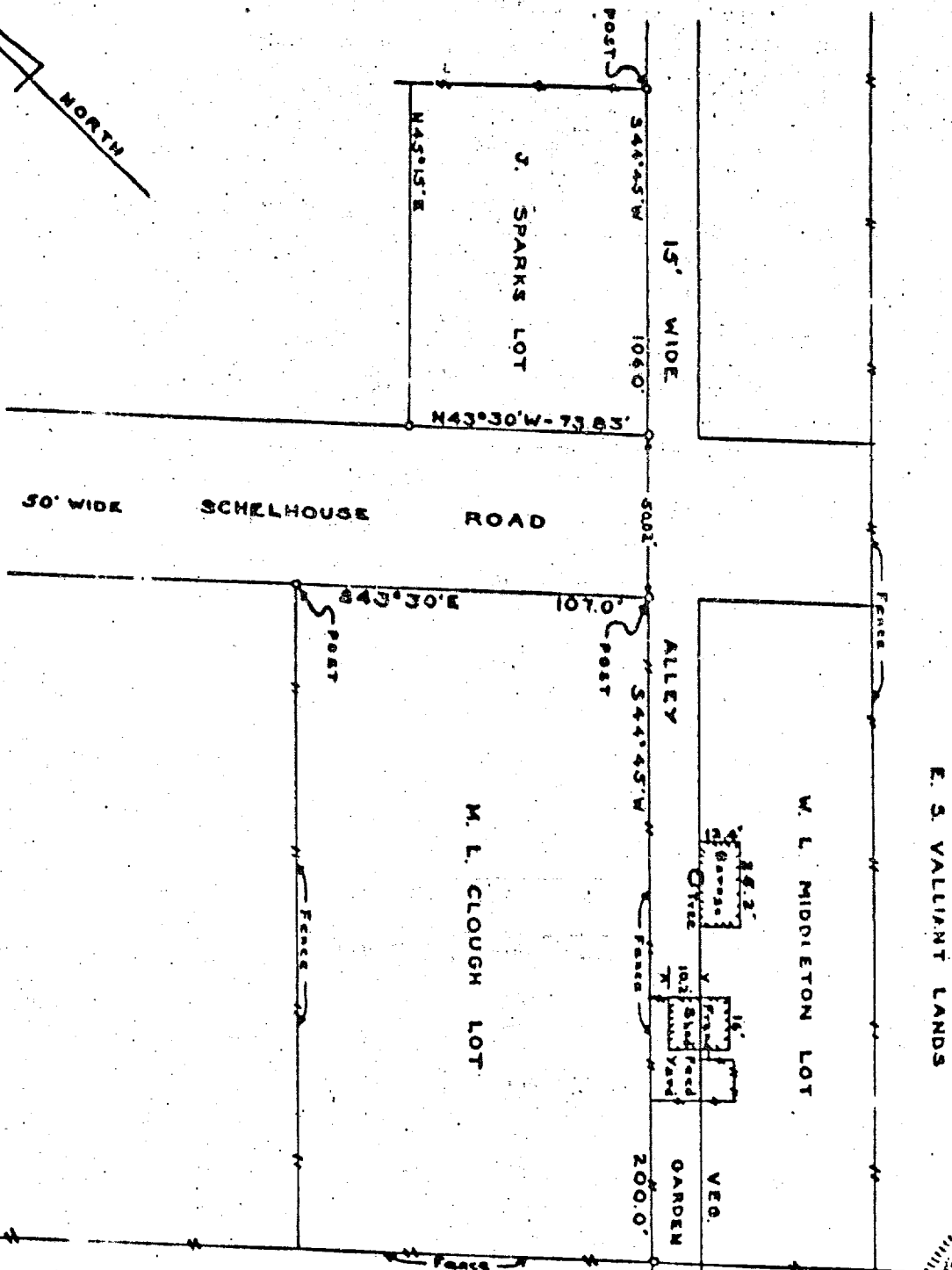
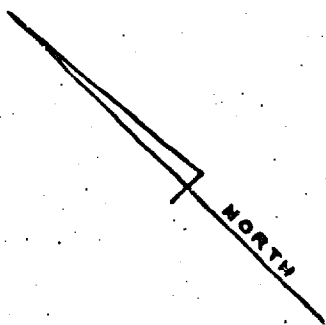
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County

*Filed Dec. 27, 1971*

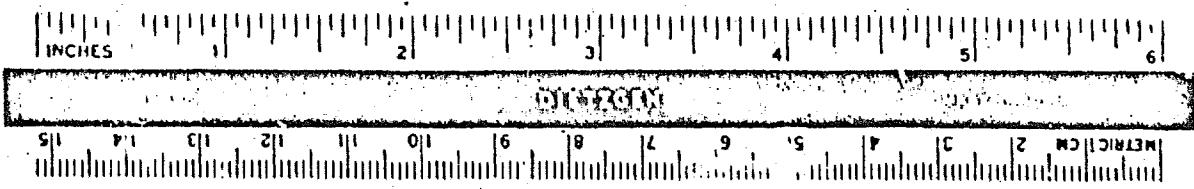
COMPLAINANTS' EXHIBIT NO. 5

35/100

6



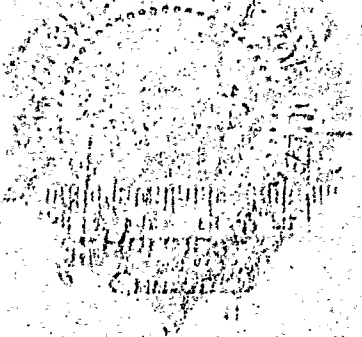
Scale 1" = 50'	PLAT OF A SURVEY OF A 15' WIDE ALLEY	<b>J. R. McCrone Jr., Inc.</b> Registered Professional Engineers and Surveyors Annapolis, Md.
Date 8/16/34	BETWEEN THE LANDS OF M. L. CLOUGH & W. L. MIDDLETON	
	IN THE 3rd ELECT DIST, QUEEN ANNE'S COUNTY, MD.	



3.6) Dec 27 1971

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber TSP 35, folio 100, 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 December, in the year nineteen hundred and seventy-one.

*Charles W. Cecil*

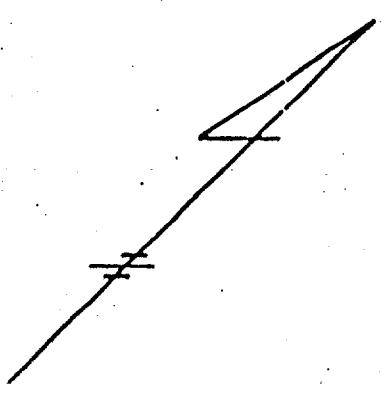
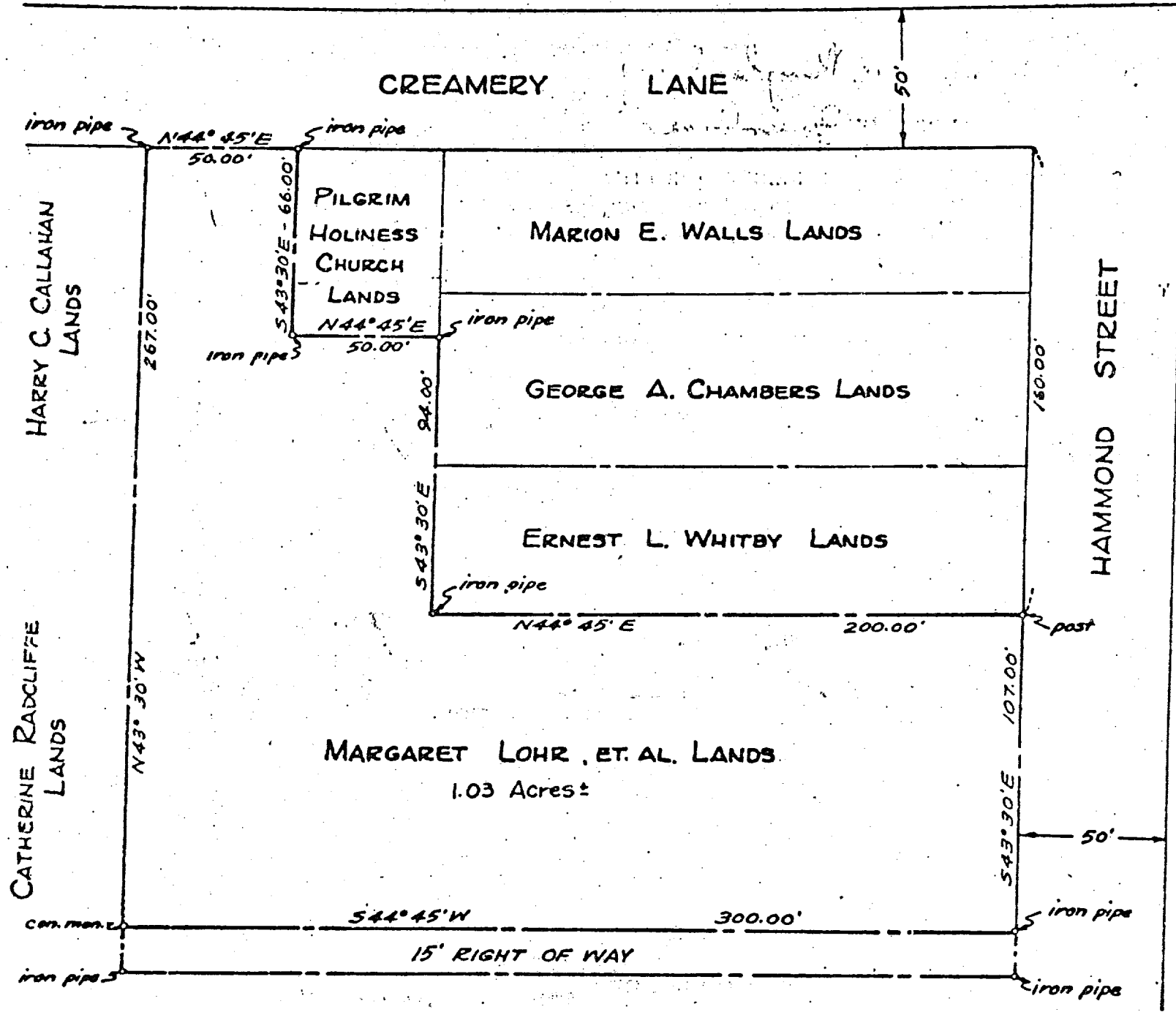
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County.



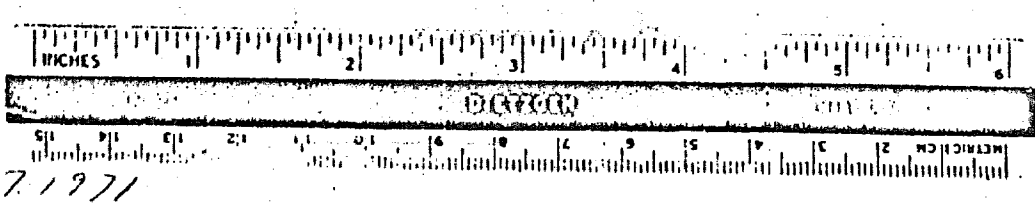
7

20.45 27.6  
5.3 9.47 RECEIVED FOR RECORD Nov. 23 1960

T.S.P.  
LIBER 58 PAGE 58



PLAT OF A SURVEY OF THE  
 MARGARET LOHR, ET. AL. LANDS  
 CENTREVILLE, QUEEN ANNES CO., MD  
 Scale 1" = 40'      October, 1960  
 J. R. McCrone, Jr., Inc.  
 Centreville, Md.



Filed Dec 27 1971

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber TSP No. 58, folio 58, 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 December, in the year nineteen hundred and seventy-one.

Charles W. Cecil  
Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County

Circuit Court For Queen Anne's County

8/

EQUITY SUMMONS:

January \_\_\_\_\_ Return Day

File No. 5284

Docket C.W.C.#2, fol. 317

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

TO: Etta M. Clough  
Greenwood, Delaware

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

Wilmer L. Middleton and Pauline E. Middleton, his wife  
Centreville, Maryland

Issued the 27th. day of December 1971

George B. Rasin, Jr.,  
Witness the Honorably/Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turner  
109 Lawyers Row  
ADDRESS: Centreville, Md. 21617  
758-1795

NAME: Walter W. Claggett  
Masonic Building  
ADDRESS: Easton, Md. 21601  
822-1540

Charles W. Cecil  
Clerk  
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 18  
1972, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy delivered to Edward Turner, attorney for plaintiff, to served by certified mail

Circuit Court For Queen Anne's County

9 / EQUITY SUMMONS:

January Return Day

File No. 5284

Docket C.W.C. #2, folio 317

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

TO: Daniel McCreary and Margaret Ann McCreary, his wife  
Centreville, 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  
Wilmer L. Middleton and Pauline E. Middleton, his wife

Issued the 27th. day of December 19 71

George B. Rasin, Jr.,

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turner  
109 Lawyers Row, Centreville, Md. 21617  
ADDRESS: 758-1795

*Charles W. Cecil*

Clerk

(Seal of Court)

NAME: Walter W. Claggett  
Masonic Building, Easton, Md. 21601  
ADDRESS: 822-1540

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 18,  
19 72, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Dec 28, 1971*

Summons served, copy of Summons and Bill of Complaint left with Daniel McCreary and Margaret Ann McCreary, his wife this 27th day of December 1971.

*George P. Sharf*  
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

✓ EQUITY SUMMONS:

January Return Day

File No. 5284

Docket C.W.C. No. 2, fol. 317

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

TO: Margaret C. Lohr  
Centreville, 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

Wilmer L. Middleton and  
Pauline E. Middleton, his wife  
Centreville, Maryland

Issued the 27th day of December 1971

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

ATTORNEY(S) FOR PLAINTIFF(S)  
Edward Turner, Esq.  
109 Lawyers Row  
NAME: Centreville, Md. 21617  
758-1795  
ADDRESS: Walter W. Claggett, Esq.  
Masonic Building  
NAME: Easton, Md. 21601  
822-1540  
ADDRESS:

*Charles W. Reed*  
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 18, 1972 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Dec 28, 1971*

Summons served on Margaret C. Lohr and a copy of the summons and bill of complaint left with her this 28th day of December, 1971.

*George B. Sharp*  
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

January Return Day

File No. 5284

Docket C.W.C. No. 2, folio 317

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

TO: Nellie Clough Dorsey  
901 West University Parkway  
Baltimore, 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  
Wilmer L. Middleton and  
Pauline E. Middleton, his wife  
Centreville, Maryland

Issued the 27th day of December 19 71

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turner, Esquire  
109 Lawyers Row  
ADDRESS: Centreville, Maryland 21617  
758-1795

*Charles W. Cecil*  
Clerk  
(Seal of Court)

NAME: Walter W. Claggett, Esquire  
Masonic Building  
ADDRESS: Easton, Maryland 21601  
822-1540

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 18,  
1972, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Jan 6 1972*

*Non Est  
moved  
M. Butler*

*Frank J. Kelly  
Sheriff*

*12*

WILMER L. MIDDLETON and  
PAULINE E. MIDDLETON, his wife,  
COMPLAINANTS

In the Circuit Court for Queen Anne's County

No. 5284

vs.

Judgment

Int. from

MARGARET C. LOHR, ET AL,  
DEFENDANTS.

Costs

Credits

Recorded in Liber \_\_\_\_\_ folio \_\_\_\_\_

Mr. Charles W. Cecil,

Clerk of the Circuit Court for Queen Anne's County.

You will please reissue for Nellie Clough Dorsey, whose address is Ingleton on Miles, Easton, Maryland 21601, a Defendant in the above entitled case, to the Sheriff of Talbot County.

EDWARD TURNER

*Edward Turner*

Attorney for Complainants

*Filed Jan. 7, 1972*



13

WILMER L. MIDDLETON and \* IN THE CIRCUIT COURT  
PAULINE E. MIDDLETON, \*  
his wife \*

Complainants \* FOR  
\* QUEEN ANNE'S COUNTY

vs. \*

MARGARET C. LOHR, NELLIE \* IN EQUITY NO. 5284  
CLOUGH DORSEY, ETTA M. \*  
CLOUGH, and DANIEL McCREARY \*  
AND MARGARET ANN McCREARY, \*  
his wife \*

Defendants \*

\* \* \* \* \*

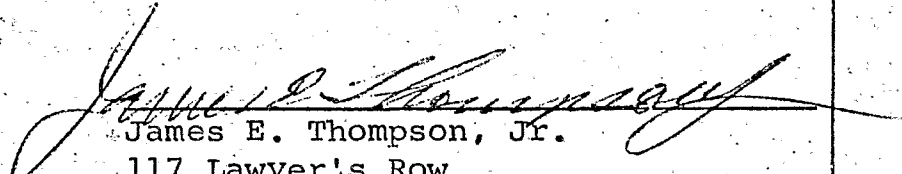
ANSWER

The Defendants, Margaret C. Lohr, Nellie Clough Dorsey, Etta M. Clough, Daniel McCreary and Margaret Ann McCreary, his wife, by James E. Thompson, Jr., their attorney, for Answer to the Bill of Complaint for Declaratory Decree and Injunction, unto your Honors respectfully set forth:

1. The Defendants admit the matters and facts set forth in Paragraphs 1, 2, 3, 4, 5 and 6.
2. The Defendants deny the allegations contained in Paragraphs 7, 8, 9 and 10.
3. For further answer to the Bill of Complaint the Defendants state that the Complainants have never been granted any interest whatsoever by way of easement or otherwise in the fifteen (15) foot strip of land in question but that they have attempted to take possession of the same, evict the Defendants therefrom and have asserted complete domination thereof.

Having fully answered said Bill of Complaint the Defendants pray this Honorable Court declare and decree; (1) that the Complainants have no interest in said property (2) have no right to use said property or if the Court finds they have the right of use to define specifically the area of which they have a right of usage and the circumstances which may be used and the purposes for which it may be used (3) that this Court issue its Decree of Injunction prohibiting the Complainants from hindering and interfering with the Defendants.

Respectfully submitted



James E. Thompson, Jr.  
117 Lawyer's Row  
Centreville, Maryland 21617  
Telephone No. 758-0877  
Attorney for Defendants

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617  
758-0877

*Filed Jan. 17 1972*

I HEREBY CERTIFY, that on this 14 day of January, 1972, a copy of the foregoing Answer was mailed to Edward Turner, Esquire, 109 Lawyer's Row, Centreville, Maryland 21617, postage prepaid, Attorney for Complainants.

*James E. Thompson, Jr.*  
James E. Thompson, Jr.  
Attorney for Defendants

*Filed Jan 17, 1972*

Circuit Court For Queen Anne's County

14

EQUITY SUMMONS:

February Return Day

File No. 5284

Docket C.W.C. No. 2, fol. 317

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

TO: Nellie Clough Dorsey  
Ingleton on Miles  
Easton, Maryland 21601

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 Wilmer L. Middleton and Pauline E. Middleton, his wife, Centreville, Maryland.

Issued the 7th day of January, 19 72

George B. Rasin, Jr.,

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Edward Turner  
109 Lawyers Row  
ADDRESS: Centreville, Maryland 21617  
758-1795

*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, 19 72, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Jan 18, 1972*

475 Summoneed Nellie Clough Dorsey this 15th day of January 1972, and copy of Bill for Declaratory Decree and Injunction. It with her.

*Summoneed*

*T. O. Meredith*  
T. O. Meredith  
Sheriff of Talbot County, Md.

WILMER L. MIDDLETON and PAULINE E. MIDDLETON, his wife	*	IN THE CIRCUIT COURT
	*	
Complainants	*	FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
MARGARET C. LOHR, NELLIE CLOUGH DORSEY, ETTA M. CLOUGH, and DANIEL McCREARY AND MARGARET ANN McCREARY, his wife	*	IN EQUITY NO. 5284
	*	
Defendants	*	

MOTION FOR LEAVE TO STRIKE APPEARANCE

The Petitioner, James E. Thompson, Jr., respectfully represents:

1. Your Petitioner filed an Answer in the above-entitled case for Nellie Clough Dorsey, Etta M. Clough, Margaret C. Lohr, and Margaret Ann McCreary.
2. That subsequent to filing the aforesaid Answer your Petitioner has been advised by Nellie Clough Dorsey that she does not desire your Petitioner to continue his representation.
3. Pursuant to Rule 125, Maryland Rules of Practice and Procedure, Nellie Clough Dorsey has been notified by registered mail of the intention of this Petitioner to withdraw from the case. See Attached Letter.

WHEREFORE, your Petitioner prays that he be allowed to strike his appearance as counsel of record for the Defendant, Nellie Clough Dorsey.

*James E. Thompson, Jr.*  
James E. Thompson, Jr.  
117 Lawyer's Row  
Centreville, Maryland 21617  
Telephone No. 758-0877  
Attorney for Defendants

*Filed Feb 25, 1972*

February 15, 1972

Mrs. Nellie Clough Dorsey  
R. D. # 1  
Box 185  
Easton, Maryland 21601

RE: Middleton  
VS: Lohr, et al

Dear Mrs. Dorsey:

Pursuant to your request you are hereby advised that five (5) days from the date of this letter I will file a Petition in the Circuit Court for Queen Anne's County to strike my appearance as your attorney in the above-entitled case.

You are further notified that you should have an attorney enter his appearance for you, or, if you intend to conduct the case in proper person to so notify the Clerk of the Circuit Court for Queen Anne's County in writing.

Very truly yours,

James E. Thompson, Jr.

JET, JR/jga

I HEREBY CERTIFY, that on this 23 day of Feb 1972, a copy of the foregoing MOTION FOR LEAVE TO STRIKE APPEARANCE was served on Edward Turner, Esquire, 109 Lawyer's Row, Centreville, Maryland 21617 and Walter W. Claggett, Esquire, Masonic Building, Easton, Maryland 21601 by mailing a copy of the same to each of them, postage prepaid.

*James E. Thompson, Jr.*  
James E. Thompson, Jr.  
Attorney for Defendants

*Filed Feb 25, 1972*

O R D E R

*16*  
UPON this foregoing Petition, IT IS THIS 25 day of February, 1972, ORDERED, that the appearance of James E. Thompson, Jr., as attorney for the Defendant, Nellie Clough Dorsey, be that it is hereby stricken.

*B. Hackett Turner, Jr.*  
JUDGE

*Filed Feb 25, 1972*

WILMER L. MIDDLETON and  
PAULINE E. MIDDLETON,  
his wife

Complainants

vs.

MARGARET C. LOHR, NELLIE  
CLOUGH DORSEY, ETTA M.  
CLOUGH, and DANIEL McCREARY  
and MARGARET ANN McCREARY,  
his wife

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5284

NOTICE TO EMPLOY NEW COUNSEL

It appearing from the record in the above entitled case that you are not now represented by counsel.

You are hereby notified this 25th day of February, 1972, that your failure to have new counsel enter his appearance in this case within fifteen (15) days after service upon you of this notice shall not be grounds for postponing any further proceedings concerning the case. You are warned that without counsel to protect your interests in the case, you risk a non-suit or judgment by default and all court costs being ordered against you by the court.

All future notices to you will be sent to the address to which this notice is being sent. Please inform the clerk of any change of address. Failure to do so may result in a default judgment against you.

*Charles W. Cecil*  
Charles W. Cecil,

Clerk

Notice mailed Feb. 28, 1972

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Mrs. Nellie Clough Dorsey	POSTMARK OR DATE
STREET AND NO. R. D. #1, Box 185	CENTREVILLE FEB 29 1972
P.O., STATE AND ZIP CODE Easton, Maryland 21601	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES	1. Shows to whom and date delivered ..... 15¢ With delivery to addressee only ..... 6¢
SERVICES	2. Shows to whom, date and where delivered ..... 35¢ With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY	50¢
SPECIAL DELIVERY (extra fee required)	50¢
PS Form 3800 Nov. 1971	NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side) * GPO: 1970 O-397-488

No. 519497

Chy. No. 5284

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.	
<input type="checkbox"/> Show to whom, date and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
RECEIPT Received the numbered article described below, Chy. No. 5284	
REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Always be filled in)
CERTIFIED NO. 519497	<i>Nellie C. Dorsey</i>
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED MAR 4 1972	SHOW WHERE DELIVERED (only if requested)
Filed Mar. 6, 1972	



WALTER W. CLAGGETT  
ATTORNEY AT LAW  
EASTON, MARYLAND 21601  
MASONIC BUILDING

March 9, 1972

Mrs. Nellie B. Whiteley  
Deputy Clerk & Assignment Officer  
Court House  
Centreville, Maryland 21617

Re: Middleton vs. Lohr,  
et al.  
Chancery No. 5284

Dear Miss Nellie:

Sometime in February, I talked to you about scheduling the captioned matter for hearing, as it looks like same is at issue and everybody has answered, etc.

Our clients, the Middletons, do want to get this disposed of as soon as possible, and it will be appreciated if you can put it on the Assignment Calendar. Don't forget, Eddie Turner is also in the case.

Thanks.

Sincerely,

*Walter W. Claggett*  
Walter W. Claggett

WWC/fhs

cc: Edward Turner, Esquire

March 10, 1972.

Walter W. Claggett, Esquire  
Masonic Building  
Easton, Maryland 21601

Re: Middleton vs. Lohr, et al  
Chancery No. 5284

Dear Mr. Claggett:

The above case has been on the assignment list. We only have a few days open, and we are holding those days for criminal cases, which are going to be assigned next Wednesday.

After that date we will know what dates are available, and then we have to find a day that Judge Wise can be here. If we cannot make arrangements for sometime in the next few weeks, I shall find out when Judge Wise can be here in June.

Yours very truly,

Assignment Clerk

ASSIGNMENT OFFICE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY  
P.O. Box 67  
CENTREVILLE, MARYLAND 21617  
Telephone: 758-1773

DATE March 17, 1972

TO: Edward Turner, Esquire  
109 Lawyers Row  
Centreville, Maryland 21617

Walter W. Claggett, Esquire  
Masonic Building  
Easton, Maryland 21601

James E. Thompson, Jr., Esquire  
Centreville, Maryland 21617

Mrs. Nellie Clough Dorsey  
R.D. #1 Box 185  
Easton, Maryland 21601

RE: Wilmer L. Middleton and wife vs. Margaret C.  
Lohr, et al  
Chy. No. 5284

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR \_\_\_\_\_ Court  
June 15, 1972 9:45 A.  
TRIAL ON \_\_\_\_\_, at \_\_\_\_\_ M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

One day has been assigned for trial of this case. Please advise if one day is not sufficient.

\_\_\_\_\_  
Assignment Clerk  
Please return postal card promptly

No. 5284 ..... 3/20 ..... 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wilmer L. Middleton & Margaret C. Lohr, et al  
..... wife ..... VS. ....

for ..... trial ..... on June 15, 1972 ..

before ..... Court .....

*H. W. Clayton*

Attorney for... *Plaintiff* .....

No. 5284 ..... *Middleton* ..... 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wilmer L. Middleton ... vs. Margaret C. Lohr, et al  
& wife

for ..... trial ..... on June 15, 1972 ..

before ..... Court .....

*James H. ...*  
Attorney for... *Defendant* .....

No. 5284 ..... *June 1* ..... 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wilmer L. Middleton ..... vs. Margaret C. Lohr, et al  
..... & wife .....

for ..... trial ..... on June 15, 1972 ..

before ..... Court .....

*Edward ...*

Attorney for... *Wilmer L. Middleton & wife* .....

LIBER

3 PAGE 574

HON. GEORGE B. RASIN, JR., CHIEF JUDGE  
HON. HARRY E. CLARK  
HON. H. KENNETH MACKEY  
HON. D. HACKETT TURNER, JR.  
HON. J. ALBERT RONEY, JR.  
HON. JAMES A. WISE

ASSOCIATE JUDGES

CHARLES W. CECIL, CLERK

OFFICE OF

CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND 21617

April 20, 1972

Edward Turner, Esquire  
109 Lawyers Row  
Centreville, Maryland 21617

Walter W. Claggett, Esquire  
Masonic Building  
Easton, Maryland 21601

James E. Thompson, Jr., Esquire  
Centreville, Maryland 21617

Mrs. Nellie Clough Dorsey  
R.D. #1 Box 185  
Easton, Maryland 21601

Chy. No. 5284

Wilmer L. Middleton and wife vs. Margaret C. Lohr, et al

Case has been definitely set for Court Trial on June 15, 1972  
at 9:45 A.M.

Your attention is invited to Second Circuit Rule 527 and  
Maryland Rule 527. No continuance will be granted unless the  
Court shall be satisfied that such an emergency has arisen,  
not reasonably foreseeable, as would result in an injustice if  
the trial is required to take place.

Assignment Clerk

LAW OFFICES OF  
**MELNICOVE, ASCH, GREENBERG & KAUFMAN**  
 10 LIGHT STREET  
 TWELFTH FLOOR

JEROME M. ASCH  
 MANNES F. GREENBERG  
 JOSEPH S. KAUFMAN  
 RONALD L. SCHREIBER  
 ARNOLD M. WEINER  
 ROBERT E. CAHILL  
 LOUIS B. PRICE  
 ISAAC M. NEUBERGER  
 HENRY H. HOPKINS  
 DAVID L. SNYDER  
 T. EGGIE RUSSELL, III  
 RONALD S. LIEBMAN

BALTIMORE, MARYLAND 21202

COUNSEL  
 BERNARD S. MELNICOVE

CALL ADDRESS  
 HAGKA  
 AREA CODE 301  
 27-2800

January 21, 1972

Edward Turner, Esquire  
 109 Lawyers Row  
 Centreville, Maryland 21617

Walter W. Claggett, Esquire  
 Masonic Building  
 Easton, Maryland 21601

RE: Middleton vs. Lohr, et al

Gentlemen:

I represent Mrs. Nellie C. Dorsey, one of the named Defendants in the above captioned matter; and, she has forwarded to me the Bill of Complaint for Declaratory Decree and Injunction, together with the Equity Summons issued by the Circuit Court for Queen Anne's County. Although Mrs. Dorsey has an interest in the property which she inherited from her late mother, she does not reside at the property and, by a family agreement, her sister occupies the premises.

Since Mrs. Dorsey is not one of the principal parties to the dispute set forth in your Complaint, I would, if possible, to avoid the necessity of having her incur legal expense to defend this case, suggest that we have an understanding that she will not have to file an Answer and that she will abide by the outcome between the principal litigants. I would appreciate, therefore, your advising me whether this would be agreeable to you, since I do not wish to prejudice any one's rights in these proceedings.

Thanking you for your cooperation, I remain

Very truly yours,

*JK*  
 JOSEPH S. KAUFMAN

JSK:dh

cc: James E. Thompson, Jr., Esquire  
 Mrs. Nellie C. Dorsey

C  
O  
P  
Y



January 27, 1972

Joseph S. Kaufman, Esquire  
Melnicove, Asch, Greenberg & Kaufman  
10 Light Street - Twelfth Floor  
Baltimore, Maryland 21202

Re: Middleton vs. Lohr, et. al.  
In the Circuit Court for  
Queen Anne's County

Dear Mr. Kaufman:

Mr. Edward Turner and I have your letter of January 21 concerning the captioned.

We note that you state you represent the Defendant Nellie C. Dorsey. For your information, we have previously had served upon us an answer to the Bill of Complaint by Mr. James E. Thompson, Jr.; and in said answer, he has stated that he represents Nellie C. Dorsey. We make inquiry as to whether you represent Mrs. Dorsey, Mr. Thompson represents Mrs. Dorsey, or you jointly represent her.

We would appreciate hearing from you.

Very truly yours,

Walter W. Claggett

WWC/ehc

cc: James E. Thompson, Jr., Esquire  
Edward Turner, Esquire

February 17, 1972

Joseph S. Kaufman, Esquire  
Melnicove, Asch, Greenberg & Kaufman  
10 Light Street - Twelfth Floor  
Baltimore, Maryland 21202

Re: Middleton vs. Lehr,  
et al. - In the  
Circuit Court for  
Queen Anne's County

Dear Mr. Kaufman:

The Complainants have received notice from James E. Thompson, Esquire, that he intends to withdraw his representation in behalf of Mrs. Nellie Clough Dorsey and Etta M. Clough, two of the Defendants in the captioned case.

You had previously written us to the effect that in lieu of filing an Answer in behalf of Mrs. Dorsey that it would be stipulated and agreed that Mrs. Dorsey would abide by the outcome between the principal litigants. You have our assurance of this.

Very truly yours,

Walter W. Claggett

WWC/fns

cc: Edward Turner, Esquire

*sent 4/24/72*  
Greenwood, Del.  
February 23, 1972

Mr. Edward Turner  
Centreville, Md.

Dear Mr. Turner:

Not realizing that I would have to have someone represent me if I were not present in the case recently mentioned by us: RE: Middleton, VS: Lehr, I have asked that my name be retained by Mr. J. E. Thompson, as attorney.

Respectfully,

*Etta M. Clough*  
Etta M. Clough

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WILMER L. MIDDLETON and PAULINE E. MIDDLETON, his wife	:	IN THE CIRCUIT COURT
	:	FOR
COMPLAINANTS	:	QUEEN ANNE'S COUNTY
vs.	:	
	:	IN EQUITY NO. 5284
MARGARET C. LOHR, NELLIE CLOUGH DORSEY, ETTA M. CLOUGH, and DANIEL McCREARY and MARGARET ANN McCREARY, his wife	:	
DEFENDANTS	:	
:	:	:

STIPULATION


It is stipulated and agreed by Edward Turner and Walter W. Claggett, Attorneys for Complainants, Wilmer L. Middleton and Pauline F. Middleton, his wife, and James E. Thompson, Jr. for Defendants, Margaret C. Lohr, Etta M. Clough, and Daniel McCreary and Margaret Ann McCreary, his wife, in the above entitled cause, as follows:

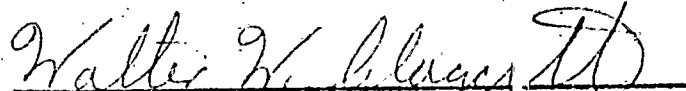
1. That the Circuit Court for Queen Anne's County in this proceeding be requested to sign a Declaratory Decree pursuant to Article 31A of the Annotated Code of Maryland and amendments thereto, which Decree will serve to terminate this controversy.
2. That said Declaratory Decree shall contain the following provisions:
  - (a) Defendants, Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, are the owners in fee simple, as tenants in common, in and to a certain strip or parcel of land fifteen (15) feet in width and abutting the easterly side of Complainants' property, extending the entire length of Complainants' property two hundred (200) feet and described as follows: BEGINNING for the same at a point on the Southern side of Shellhouse Road (now Hammond Street) fifty (50) feet wide, being the Northeasterlymost corner of the lands of, or formerly of, Martha E. Clough (now property belonging to Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough), which said point of beginning is the intersection of the Southerly side of Shellhouse Road with the Easterly side of the strip or parcel of land herein described and (1) running thence by and with the lands of, or formerly of, Martha E. Clough, South 44° 45' West, 200 feet; thence (2) South 43° 30' East, 15 feet to the Easterly boundary of lands now belonging to the Complainants; thence (3) along and with the Easterly boundary of said Complainants' lands North 44° 45' East, 200 feet to an iron pipe and the Southern side of Shellhouse Road; thence (4) by and with the Southerly side of said road North 43° 30' West, 15 feet to the place of beginning.
  - (b) That the strip or parcel of land so held in fee simple by Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough is subject to the free and unobstructed use thereof by the Complainants, their assigns and to the heirs and assigns of the survivor, for the purposes of ingress, egress, and regress to and from property presently owned by the Complainants herein and which said property is more particularly described in a certain deed duly of record in Liber N.B.W. No. 8, folio 573, a land record book for Queen Anne's County, Maryland; said free and unobstructed use of said strip or parcel of land to be in common and jointly with that of Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, their respective heirs, personal representatives, and assigns.
  - (c) That neither the Complainants nor the Defendants shall in any way interfere with the use of the other with respect to said strip or parcel of land above described, either temporarily or permanently.

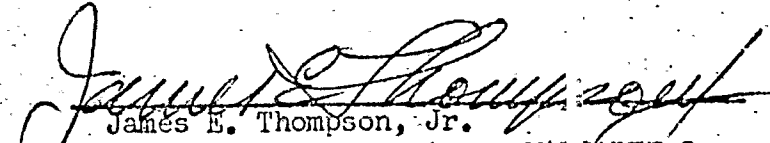
(d) That the Complainants, Wilmer L. Middleton and Pauline E. Middleton, his wife, have no interest of any kind, legal or otherwise, in and to an alleged continuation of said strip or parcel beyond the two hundred (200) feet hereinabove described, including, but not limited to, the right of ingress, egress, and regress over and upon the same.

3. That the costs of any maintenance necessary on said strip or parcel of land above described, including any special assessment which may be levied against said fifteen (15) foot strip for water, sewer, streets, sidewalks, curbs, or otherwise, shall be shared one-half by Wilmer L. Middleton and Pauline E. Middleton, his wife, their heirs, personal representatives, and assigns, and one-half by Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, their respective heirs, personal representatives, and assigns.

4. That the parties to this proceeding shall divide equally the costs of same.

  
Edward Turner

  
Walter W. Claggett  
ATTORNEYS FOR COMPLAINANTS

  
James E. Thompson, Jr.  
ATTORNEY FOR DEFENDANTS, MARGARET C.  
LOHR, ETTA M. CLOUGH, DANIEL McCREARY  
and MARGARET ANN McCREARY, his wife

*Filed June 15, 1972*

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/

WILMER L. MIDDLETON and	:	IN THE CIRCUIT COURT
PAULINE E. MIDDLETON,	:	
his wife	:	FOR
COMPLAINANTS	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY NO. 5284
MARGARET C. LOHR, NELLIE CLOUGH	:	
DORSEY, ETTA M. CLOUGH, and	:	
DANIEL McCREARY and MARGARET ANN	:	
McCREARY, his wife	:	
DEFENDANTS	:	
:	:	
:	:	

DECLARATORY DECREE

In accordance with the Stipulation filed in this cause, and pursuant to the provisions of Article 31A of the Annotated Code of Maryland, and amendments thereto, it is this 15th day of June 1972 by the Circuit Court for Queen Anne's County, Maryland, in equity, ordered, adjudged, decreed, and declared, as follows:

1. Defendants, Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, are the owners in fee simple, as tenants in common, in and to a certain strip or parcel of land fifteen (15) feet in width and abutting the Easterly side of Complainants' property, extending the entire length of Complainants' property two hundred (200) feet and described as follows: BEGINNING for the same at a point on the Southern side of Shellhouse Road (now Hammond Street) fifty (50) feet wide, being the Northeasterlymost corner of the lands of, or formerly of, Martha E. Clough (now property belonging to Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough), which said point of beginning is the intersection of the Southerly side of Shellhouse Road with the Easterly side of the strip or parcel of land herein described and (1) running thence by and with the lands of, or formerly of, Martha E. Clough, South 44° 45' West, 200 feet; thence (2) South 43° 30' East, 15 feet to the Easterly boundary of lands now belonging to the Complainants; thence (3) along and with the Easterly boundary of said Complainants' lands North 44° 45' East, 200 feet to an iron pipe and the Southern side of Shellhouse Road; thence (4) by and with the Southerly side of said road North 43° 30' West, 15 feet to the place of beginning.

2. That the strip or parcel of land so held in fee simple by Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough is subject to the free and unobstructed use thereof by the Complainants, their assigns and to the heirs and assigns of the survivor, for the purposes of ingress, egress, and regress to and from property presently owned by the Complainants herein and which said property is more particularly described in a certain deed duly of record in Liber N.B.W. No. 8, folio 573, a land record book for Queen Anne's County, Maryland; said free and unobstructed use of said strip or parcel of land to be in common and jointly with that of Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, their respective heirs, personal representatives, and assigns.

3. That the Complainants, Wilmer L. Middleton and Pauline E. Middleton, his wife, have no interest of any kind, legal or otherwise, in and to an alleged continuation of said strip or parcel beyond the two hundred (200) feet hereinabove described, including, but not limited to, the right of ingress, egress, and regress over and upon the same.

4. That the costs of any maintenance necessary on said strip or parcel of land above described, including any special assessment which may be levied against said fifteen (15) foot strip for water, sewer, streets, sidewalks, curbs, or otherwise, shall be shared one-half by Wilmer L. Middleton and

Pauline E. Middleton, his wife, their heirs, personal representatives, and assigns, and one-half by Margaret C. Lohr, Nellie Clough Dorsey, and Etta M. Clough, their respective heirs, personal representatives, and assigns.

5. That neither the Complainants nor the Defendants shall in any way interfere with the use of the other with respect to said strip or parcel of land above described, either temporarily or permanently.

6. That the parties to this proceeding shall divide equally the costs of same.

*James A. Swise*  
\_\_\_\_\_  
JUDGE

*Filed June 15, 1972*



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In the Circuit Court for Queen Anne's County

Wilmer L. Middleton  
and Pauline E. Middleton, wf  
Complainants

No. 5284 Chy.

~~Judgment~~

vs.  
Margaret C. Lohr, Nellie Clough  
Dorsey, Etta M. Clough, and Daniel  
McCreary and Margaret Ann McCreary,  
wf

~~Excerpts~~

~~Costs~~

~~Credits~~

Recorded in Liber C.W.C./folio <sup>2</sup> 317.

Mr. Charles W. Cecil,  
Clerk of the Circuit Court for Queen Anne's County.

You will please record at length in Judgment in Extenso the following papers  
in the above entitled case:  
Bill of Complaint  
Answer  
Stipulation  
Decree

*Edward Turner*  
Attorney for Complainants

*James S. Thompson*  
Attorney for Defendants, Margaret C. Lohr, Etta M. Clough,  
Daniel McCreary and Margaret Ann McCreary, his wife

*Filed Jan 16, 1973*

and recorded November 3, 1925, in Liber BHT No. 4, folio 281, of the Land Records of Queen Anne's County, said real estate being more particularly described therein as follows, to wit:

"FIRST: ALL that lot of land, improved by frame dwelling house, known as one of the "McCabe" or "Davidson" lots, designated as Lot No. 18, in the Trustees' Report of Sales filed in the case of B. Palmer Keating, next friend etc. vs. Elizabeth F. Keating and others, defendants (No. 831 Chancery) and in the surveyors certificate and copy of plat of said lots accompanying the same, situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the right of the public road leading out of Centreville across the railroad toward Ruthsburg with a front on said public road of eighty nine feet and one tenth of a foot, and a depth of two hundred and forty four feet, containing two roads of land, more or less.

"SECOND: ALL that lot or parcel of land, situate, lying and being in the Third Election District of Queen Anne's County, aforesaid, near the Town of Centreville, on the right of the public road leading out of Centreville across the railroad toward Ruthsburg, being part of the land known as the "McCabe" or "Davidson" lots, beginning at a point on the said public road where the lot hereby granted corners with the lot of land herein first described and running thence with said public road toward Centreville, thirty four feet to a stone, thence to the street or road to the rear of said lot, two hundred and sixty four feet to a stone; thence easterly thirty five feet and one half of a foot to where the lot hereby granted corners with the land herein first described on said last mentioned street or road; thence with the divisional line between the two lots hereby granted to the place of beginning."

A certified copy of said deed being filed herewith and marked "Plaintiff's Exhibit C".

(3) That said personal estate is not sufficient to discharge all the just debts due and owing by said decedent, Hannah E. Warner, including a claim of the Division of Reimburse-ments, Eastern Shore State Hospital, Cambridge, Maryland, and the administration, but the sum now in the hands of the Adminis-tratrix c.t.a. will be applied to the payment of said claims, so far as the same will extend.

(4) That your Petitioner alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or so much thereof as may be necessary, of the real estate above-mentioned and described.

(5) That the said Hannah E. Warner, being so seized and possessed, died leaving to survive her the following heirs at law, viz:

Elizabeth R. Storey, adult, first cousin  
C. Albert Ringgold, adult, first cousin  
Charles L. Ringgold, adult, first cousin  
John W. Ringgold, adult, first cousin  
Ethel E. Wahl, adult, first cousin  
Irving Ringgold, adult, first cousin

(6) That the aforesaid, C. Albert Ringgold, since the death of Hannah E. Warner, has died, intestate in Cecil County, Maryland, survived by Gladys Ringgold, his wife, and John C. Ringgold, his son, as his only heirs at law.

(7) That the devisees under the Last Will and Testament of Hannah E. Warner all predeceased her, to wit:

Harrold E. Ringgold, died March 23, 1952  
Milton E. Ringgold, died September 7, 1954  
Clarence O. Ringgold, died December 27, 1959

(8) That Clarence O. Ringgold the survivor of the above devisees died intestate and his heirs at law are the heirs set forth in paragraph (5) and (6) hereof

(9) That all parties known to the Plaintiffs to have any interest in the aforescribed real estate so devised or who might have any interest as an heir at law of said Hannah E. Warner, deceased, or Clarence O. Ringgold are parties to this proceeding.

WHEREFORE PLAINTIFF PRAYS:

(1) That the said real estate, or so much thereof as may be necessary, may be sold for the payment of the debts of Hannah E. Warner, deceased.

(2) That the balance of the proceeds if any, may be distributed to the parties entitled according to their respective interests therein.

(3) That she may have other and further relief as the case may require.

*Robert R. Price, Jr.*  
Robert R. Price, Jr.  
Attorney for the Plaintiff.  
103 Lawyers Row  
Centreville, Maryland 21617  
Phone: 758-1660

*Filed June 1, 1971*

2/

I, Hannah E. Warner, of Green Anne's County, State of Maryland, being of a sound and disposing mind, memory and understanding, do hereby make this my last will and testament, hereby revoking all wills heretofore made by me.

Item 1. Subject to the payment of my just debts and funeral expenses, I give, devise and bequeath all property of every kind and description, wherever located or situate, of which I may be possessed or seized at this time or which I may hereafter be so seized and possessed or have any interest in whatsoever, unto my three uncles, Milton E. Ringgold, Harold B. Ringgold and Clarence O. Ringgold, as joint tenants and not as tenants in common, and to the survivor or survivor of them, absolutely and in fee simple.

I hereby constitute and appoint my said three uncles, Milton E. Ringgold, Harold B. Ringgold and Clarence O. Ringgold or the survivors or survivor of them living at the time of my death to be executors or executor of this my last will and testament, and request that the Supreme Court demand of them or him the earliest possible bond as such.

In witness whereof I have hereunto subscribed my name and affixed my seal this 7<sup>th</sup> day of February in the year nineteen hundred and forty four.

*Hannah E. Warner*

Signed, sealed, published and declared by the above named testatrix, Hannah E. Warner, 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 hereunto subscribed our names as witnesses hereto.

*[Witness signatures]*

PLAINTIFF'S  
EXHIBIT "A"

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

On this 3rd day of May

Elizabeth D. Storey of 6915 Annapolis Road, Landover Hills, Maryland, County of Queen Anne's

presenting instrument of writing purporting to be the last Will and Testament of HANNAH E. WARNER, late of Queen Anne's County, Maryland

and made oath in due form of law, that the aforesaid is the true and whole Will of the deceased, that has come to her hand and possession, and that she does not know of any other and that she received the same from among the personal effects of her Uncle, Clarence O. Ringgold.

on or about 27th day of December 1959, the day Clarence O Ringgold having died on 12/27/59.

Sworn before

[Signature] Register of Wills of Queen Anne's County, Maryland

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

On this 27th day of May

in the year nineteen hundred sixty-six personally appeared Jonathan M. Hodgson of Centreville, Maryland,

and made oath in due form of law that he was well acquainted with J. Carl Starkey, with whom he worked for three years who was bookkeeper & Treas. of E. S. Valliant & Son and who is now dead, having departed this life sometime in the year on January 2, 1954; that he was well acquainted with (his, etc) handwriting and the signature of the said J. Carl Starkey

and that he believes that the signature as appearing on the last Will and Testament of HANNAH E. WARNER as a witness thereto, is in the handwriting of the said J. Carl Starkey, and is the true and genuine signature of the said J. Carl Starkey.

Sworn in Open Court,

Signature of Credible Witness:

Test:

[Signature] Jonathan M. Hodgson

[Signature] Register of Wills for Queen Anne's County, Maryland

State of Maryland,

Queen Anne's County, Set:

On this 5th day of May in the year nineteen hundred and sixty-six personally appeared Nellie B. Whiteley, Deputy Clerk of the Circuit Court of Queen Anne's County, and made oath in due form of law that she was well acquainted with Richard T. Earle who was an Attorney and who is now dead, having departed this life sometime in the year ; that she was well acquainted with (his, her) handwriting and the signature of the said Richard T. Earle and that she believes that the signature as appearing on the last Will and Testament of HANNAH E. WARNER as a witness thereto, is in the handwriting of the said Richard T. Earle, and is the true and genuine signature of the said Richard T. Earle

Sworn in Open Court,

Signature of Credible Witness:

Test:

*Nellie B. Whiteley*  
 \_\_\_\_\_  
 NELLIE B. WHITELEY

*Richard T. Earle*  
 \_\_\_\_\_  
 Register of Wills for Queen Anne's  
 County, Maryland

Form No. 29

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of HANNAH E. WARNER, 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 7th day of June, A. D., 19 66, that the same be admitted in this Court as the true and genuine last Will and Testament of the said HANNAH E. WARNER, deceased.

*Gordon S. Warner*  
 \_\_\_\_\_  
*Ray P. Coffey*  
 \_\_\_\_\_  
*Edwin Albert Roe*  
 \_\_\_\_\_

Form No. 3



In the Orphans' Court for Queen Anne's County, Maryland, Sect:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of HANNAH E. WARNER, late  
of Queen Anne's County, deceased,

May 3, 1966  
as filed and passed in this office on June 7, 1966  
and recorded in Liber E.C.W. No. 2 Folio 467  
in Record Book of WILLS

in the Orphans' Court for Queen Anne's County, Maryland.

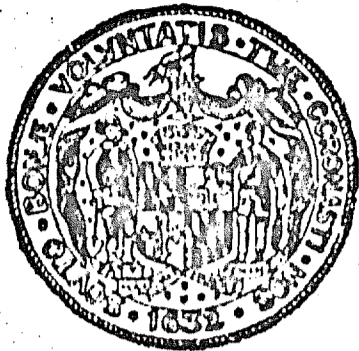


IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 27th  
day of May 1971.

Madelyn E. Wooten  
Register of Wills for Queen Anne's County, Maryland

Filed June 1, 1971

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# 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, chatels, credits and personal estate of HANNAH E. WARNER

\_\_\_\_\_, late of Queen Anne's County, deceased, were on the 7th day of June in the year of our Lord one thousand nine hundred and sixty -six granted and committed unto Elizabeth R. Storey

who was then and there appointed ADMINISTRATRIX C.T.A. 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 27th day of May in the year of our Lord, nineteen hundred and ~~sixty~~ seventy-one.

Test:

Madlyn E. Wooster  
Register of Wills for Queen Anne's County

PLAINTIFF'S  
EXHIBIT "B"



Form 30

Filed June 1, 1971

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.....  
#11,574. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on  
the third 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 thirtieth day of October, in the year nineteen hundred  
and twenty five, by Sidney E. Warner and James R. Warner, her husband, of Queen Anne's  
County, State of Maryland.

WITNESSETH: That for and in consideration of natural love and affection, and  
of one dollar, the receipt thereof being hereby acknowledged, the said Sidney E. Warner  
and James R. Warner, her husband, do hereby grant and convey unto Hannah E. Warner, of  
said County and State,

FIRST: All that lot of land, improved by frame dwelling house, known as one  
of the "McCabe" or "Davidson" lots, designated as Lot No. 18, in the Trustees' Report  
of Sales filed in the case of B. Palmer Keating, next friend etc. vs. Elizabeth F.  
Keating and others, defendants (No. 831 Chancery) and in the surveyor's certificate  
and copy of plat of said lots accompanying the same, situate, lying and being in The  
Third Election District of Queen Anne's County aforesaid, on the right of the public  
road leading out of Centreville across the railroad toward Ruthsburg with a front on  
said public road of eighty nine feet and one tenth of a foot, and a depth of two  
hundred and forty four feet, containing two roods of land, more or less, and being  
the same land that was conveyed unto said Sidney E. Warner by Thomas J. Keating and  
B. Palmer Keating, Trustees, by deed dated the twenty ninth day of May, eighteen  
hundred and eighty nine, and recorded in Liber W.D. No. 3, folio 246, a land record  
book for Queen Anne's County.

SECOND: All that lot or parcel of land, situate, lying and being in The

*Deed to James R. Warner, & others, 1925*

PLAINTIFF'S  
EXHIBIT "C"

hundred and eighty nine, and recorded in liber W.D. No. 3, folio 246, a land record book for Queen Anne's County.

SECOND: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County aforesaid, near the town of Centreville, on the right of the public road leading cut of Centreville across the railroad toward Ruthsburg, being part of the land known as the "McCabe" or "Davidson" lots, beginning at a point on the said public road where the lot hereby granted corners with the lot of land herein first described and running thence with said public road toward Centreville, thirty four feet to a stone, thence to the street or road to the rear of said lot, two hundred and sixty four feet to a stone; thence Easterly thirty, five feet and one half of a foot to where the lot hereby granted corners with the land herein first described on said last mentioned street or road; thence with the divisional line between the two lots hereby granted to the place of beginning, and being the same lot of land that was conveyed unto said Sidney E. Warner by Harvey J. Ivins and Emma R. Ivins, his wife, and Clayton Wright, Guardian, by deed dated the twenty seventh day of August, nineteen hundred and one, and recorded in liber J.E.G. No. 2, folio 230, a land record book for Queen Anne's County, to which said last mentioned deed and the references therein contained reference is hereby specially made.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

*Original Grants and Deeds*

AND the said Sidney E. Warner covenants to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

AND for the consideration aforesaid the said Sidney E. Warner and James R. Warner, her husband, do hereby bargain and sell unto the said Hannah E. Warner all of the household and kitchen furniture in the house on the lot of land herein first described and five head of cattle.

Witness our hands and seals.

WITNESS:  
S. Katherine Fowler.  
Sidnie E. Warner (SEAL)  
James R. Warner (SEAL)

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

I hereby certify that on this 30th. day of October, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Sidney E. Warner and James R. Warner, her husband, and did each acknowledge the within and foregoing deed to be their respective act.

Notary  
Public  
Seal.

In testimony whereof I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.

S. Katherine Fowler  
NOTARY PUBLIC.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:  
I HEREBY CERTIFY, that the foregoing is truly taken and copied from LIBER BH T No. 4 folio 281, etc., a Land Record Book 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 27th day of May Nineteen Hundred and Seventy-one.

Charles W. Cecil  
Clerk of the Circuit Court for Queen Anne's County.



*Filed June 1, 1971*

151

ELIZABETH R. STOREY  
ADMINISTRATRIX OF  
HARRIAN E. WARNER,  
DECEASED, ET AL

PLAINTIFF

VS.

JOHN C. RINGGOLD,  
DEFENDANT

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
NO. 5235

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John C. Ringgold, Defendant by his attorney John T. Clark, III  
for Answer to the Bill of Complaint filed herein, respectfully says:

1. Answering paragraph 1 through 9 of said Bill of Complaint,  
this Defendant is without information sufficient to form an opinion as  
to the truth of the allegations set forth therein and demand strict  
proof thereof.

2. Further answer, said Bill of Complaint, this Defendant sub-  
mits his rights to the protection of the Honorable Court.

And, as in duty bound, etc.

John T. Clark, III  
John T. Clark III  
Attorney for John C. Ringgold  
Defendant

Dated June 1, 1971



ELIZABETH R. STOREY, : IN THE CIRCUIT COURT  
 Administratrix c.t.a. :  
 of the Last Will and :  
 Testament of :  
 Hannah E. Warner, Deceased, :  
 et al. : FOR  
 vs. PLAINTIFFS :  
 JOHN C. RINGGOLD : QUEEN ANNE'S COUNTY  
 DEFENDANT. : NO. 5235

DEPOSITIONS

The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, in Equity, at the request of Robert R. Price, Jr., Solicitor for the Plaintiffs herein, did, at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on December 16, 1971, at 1:00 P.M. and after swearing the witness, Elizabeth R. Storey, and the stenographer, Marcy F. Collier, proceed to take the deposition of the said Elizabeth R. Storey; and on December 23, 1971, at 1:00 P.M. and after swearing the witness, Charles E. Anthony, Jr. and the stenographer, Marcy F. Collier, proceed to take the deposition of the said Charles E. Anthony, Jr., and I do further certify that I was present during the taking of the depositions; 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 unusual or irregular circumstances in the taking of the said depositions or in the conduct of the proceedings.

*Edward Turner*  
 Edward Turner, Examiner.

Date Filed: January 6, 1972

The first witness, Elizabeth R. Storey, on behalf of the Plaintiffs herein, having been duly sworn, did depose and say:

QUESTIONS BY MR. PRICE:

Q. Please state your name.

A. Elizabeth R. Storey.

Q. Are you the Administratrix c.t.a. of the Estate of Hannah E. Warner?

A. That's right.

Q. When was the Estate of Hannah E. Warner opened?

A. June 6, 1966 in the Orphans' Court for Queen Anne's County.

Q. Was the Estate of Hannah E. Warner solvent?

A. No, the personal property and the real estate, as appraised, was not enough to pay the claim of the State of Maryland in the amount of \$6,987.06.

Q. What was the claim of the State of Maryland for?

A. It was for the care of Hannah E. Warner at the State Hospital, Cambridge, Maryland, for a period of approximately eighteen (18) years.

Q. Who are the heirs of Hannah E. Warner?

A. Irving Ringgold, Ethel E. Wahi, John W. Ringgold, Charles L. Ringgold, C. Albert Ringgold and Elizabeth R. Storey, are all first cousins of Hannah E. Warner and her heirs at law. C. Albert Ringgold died July 10, 1968, and he was survived by his widow, Gladys Ringgold, and one son, John C. Ringgold.

Q. Would you identify this document?

A. It is a copy of the Last Will and Testament of Hannah E. Warner.  
(Please enter this paper as "Plaintiffs' Exhibit No. 1")

Q. Were any of the parties named in the Last Will and Testament living at the time of her death?

A. There were none. Harold E. Ringgold died March 23, 1952; Milton E. Ringgold died September 7, 1954 and Clarence O. Ringgold died December 27, 1959.

Q. Who were the heirs of Clarence L. Ringgold?

A. They are the six (6) first cousins previously named as he had no children nor ever married.

Q. Have you personally contacted all the heirs and requested their consent to sell the property?

A. Yes, I have, and they have all signed statements that they wish the property sold and all debts paid.

The second witness, Charles E. Anthony, Jr., on behalf of the Plaintiffs herein, and after being swear in, did depose and say:

Q. Please state your name and address.

A. Charles E. Anthony, Jr., 106 Liberty Street, Centreville, Maryland.

Q. Mr. Anthony, what is your occupation?

A. I am the Supervisor of Tax Assessments for Queen Anne's County.

Q. How long have you been employed in this capacity?

A. Since March 8th, 1971.

Q. Prior to this employment, what did you do?

A. I was in the real estate business for sixteen (16) years.

Q. Were you in the real estate business primarily in the Town of Centreville and around in Queen Anne's County?

A. Yes, I was.

Q. Have you had the opportunity to make an appraisal of the property of Hannah E. Warner, Deceased?

A. Yes, I have.

Q. Would you give your opinion as to the value of this property?

A. In my opinion a fair market price for this property is \$4,500. The house is a frame constructed, two story dwelling, with six rooms, bathroom on the second floor. The house does not have central heating, and in a general poor condition. Its an old style house with a poor layout inside. The roof is in bad need of repair and should be replaced. There is 700 square feet on the first floor level with an attached garage. The lot is 126 feet on Railroad Avenue and 220 feet depth.

A. (continued) I have three (3) sales in the immediate area of this property which would be considered comparable sales, to wit:

- (1) Frame, two story house, in better consideration, sold to James H. Morris by the Mary E. Quimby Estate, sale dated January 12th, 1970, Deed recorded in Liber CWC No. 45, folio 503, of the Land Records of Queen Anne's County, consideration \$4,750. The property, in general, is in better condition, and it has hot air heating system.
- (2) This sale adjoins subject property. Is a two story, frame house, in poor condition. Grantee, William F. Conley; Grantor, C. Mitchell Davidson, Dated April 17, 1967, recorded in Liber CWC No. 28, folio 38, consideration \$2,200.
- (3) The third sale is approximately 300 feet from the subject property. William E. Willhoit bought this from William Denny. It is frame, two story house, in a very dilapidated condition; sale was April 29, 1968, consideration \$3,500. with the Grantor carrying a \$3,200. mortgage.

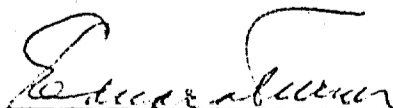
After considering these three comparable sales and making a personal inspection of the subject property, in my opinion the fair market value is as stated, \$4,500.

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

Edward Turner, Examiner-----\$ 10.00

Marcy F. Collier, Steno.----- 20.00

And I further certify that the said depositions were commenced on December 16, 1971, at 1:00 P.M. and completed at 1:30 P.M. (a period of 30 minutes); and on December 23rd, 1971, at 1:00 P.M. and completed at 1:30 P.M. (a period of 30 minutes).

  
Examiner

Dated Filed: Jan. 5, 1972

I, Hannah E. Warner, of Queen Anne's County, State of Maryland, being of a sound and disposing mind, memory and understanding, do hereby make this my last will and testament, hereby revoking all wills heretofore made by me.

Item 1. Subject to the payment of my just debts and funeral expenses, I hereby give, bequeath and devise all property of every kind and description, wheresoever located or situate, of which I may be possessed or seized at this time or which I may hereafter be so seized and possessed or have any interest in whatsoever, unto my three uncles, Milton E. Ringgold, Harrold E. Ringgold and Clarence O. Ringgold, as joint tenants and not as tenants in common, and to the survivors or survivor of them, absolutely and in fee simple.

I hereby constitute and appoint my said three uncles, Milton E. Ringgold, Harrold E. Ringgold and Clarence O. Ringgold or the survivors or survivor of them living at the time of my death to be executors or executor of this my last will and testament, and request that the Orphans' Court demand of them or him the smallest possible bond as such.

In witness whereof I have hereunto subscribed my name and affixed my seal this <sup>8<sup>th</sup></sup> day of February in the year nineteen hundred and forty four.

*Hannah E. Warner* (SEAL)

Signed, sealed, published and declared by the above named testatrix, Hannah E. Warner, 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 hereunto subscribed our names as witnesses hereto.

*J. Carl Stuckey*  
*Richard T. Barber*

"Plaintiffs Exhibit No. 1"

Filed Jan 5, 1971

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

On the 3rd day of May A. D., 1966, came Elizabeth B. Storey of 6915 Annapolis Road, Landover Hills, Maryland, Custodian of the within and foregoing instrument of writing purporting to be the last Will and Testament of HANNAH E. WARNER, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from among the personal effects of her Uncle, Clarence O. Ringgold

on or about 27th day of December A. D. 1959., the said Clarence O Ringgold having died on 12/27/59.

Sworn before

*[Signature]*  
Register of Wills of Queen Anne's County, Md.

State of Maryland,  
Queen Anne's County, Sect:

On this 4th day of May in the year nineteen hundred sixty-six Jonathan M. Hodgson of Centreville, Maryland, personally appeared, and made oath in due form of law that he was well acquainted with J. Carl Starkey, with whom he worked for three years and who was bookkeeper & Treas. of E. S. Valliant & Son and who is now dead, having departed this life sometime in the year on January 2, 1954; that he was well acquainted with (his, ~~her~~) handwriting and the signature of the said J. Carl Starkey and that he believes that the signature as appearing on the last Will and Testament of HANNAH E. WARNER as a witness thereto, is in the handwriting of the said J. Carl Starkey, and is the true and genuine signature of the said J. Carl Starkey.

Sworn in Open Court,

Signature of Credible Witness:

Test:

*[Signature]*  
Jonathan M. Hodgson

*[Signature]*  
Register of Wills for Queen Anne's  
County, Maryland



State of Maryland,  
Queen Anne's County, Set:

On this 5th day of May in the year nineteen hundred and sixty-six personally appeared Nellie B. Whiteley, Deputy Clerk of the Circuit Court of Queen Anne's County, and made oath in due form of law that she was well acquainted with Richard T. Earle who was an Attorney and who is now dead, having departed this life sometime in the year; that she was well acquainted with (his, ~~her~~) handwriting and the signature of the said Richard T. Earle and that she believes that the signature as appearing on the last Will and Testament of HANNAH E. WARNER as a witness thereto, is in the handwriting of the said Richard T. Earle, and is the true and genuine signature of the said Richard T. Earle

Sworn in Open Court,

Signature of Credible Witness:

Test:

*Nellie B. Whiteley*  
Nellie B. Whiteley

*Richard T. Earle*  
Register of Wills for Queen Anne's County, Maryland

Form No. 29

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

The foregoing Instrument of Writing, purporting to be the last Will and Testament of HANNAH E. WARNER, 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 7<sup>th</sup> day of June, A. D., 19 66, that the same be admitted in this Court as the true and genuine last Will and Testament of the said HANNAH E. WARNER, deceased.

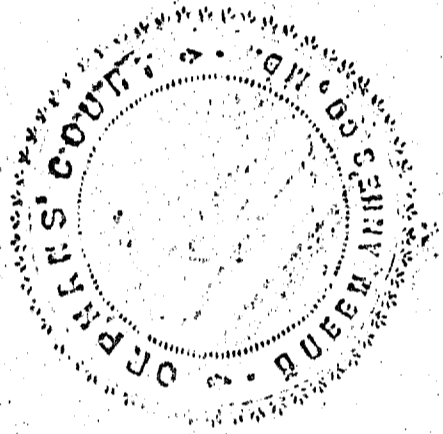
*Gordon S. Shanon*  
*Benjamin P. Coppage*  
*William Albert Poe*  
Judges of the Orphans' Court of Queen Anne's County, Maryland

Form # 2

In the Orphans' Court for ( <sup>LIBER</sup> 3 <sup>PAGE</sup> 602 Queen Anne's County, Maryland, Set: )

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Last Will and Testament of HANNAH E. WARNER, late of  
Queen Anne's County, deceased.

May 3, 1966  
as filed and passed in this office on June 7, 1966  
and recorded in Liber E.C.W. No. 2 Folio 467  
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 5<sup>th</sup>  
day of January 19 72

Madlyn E. Wooters  
Register of Wills for Queen Anne's County, Maryland

Filed Jan 5. 1972

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ELIZABETH R. STOREY, : IN THE CIRCUIT COURT  
 ET AL, :  
 PLAINTIFFS :  
 VS. : FOR  
 JOHN C. RINGGOLD, : QUEEN ANNE'S COUNTY  
 DEFENDANT. : NO. \_\_\_\_\_

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 Hannah E. Warner, 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 6<sup>th</sup> day of March, 1972, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

That the real estate mentioned and described in these proceedings will be sold to pay the debts of Hannah E. Warner, now deceased, and

That Robert R. Price 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 \$ 5000.00 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, Maryland; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable.

That the terms of sale shall be determined by the Trustee.

That said Trustee shall comply with Maryland Rules BR6 a. and BR6 b. 3.

That upon the Court's ratification of said sale, and on payment of the whole of the purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause, and all creditors of the said Hannah E. Warner, now deceased, and those claiming by, from or under them, or any of them; and

That said Trustee shall bring into this Court all of the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to such Trustee as

the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and

IT IS FURTHER ORDERED that *Robert R Price* Trustee as aforesaid, be, and he is hereby directed to give notice to the Creditors of Hannah E. Warner, 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.

*B. Hackett Turner, Jr.*

JUDGE.

Filed: 6 March 72

Judicial 10-MARYLAND-TRUSTEE TO SELL

USER

1 PAGE 630

RECEIVED FOR RECORD *April 21, 1972*  
IN THE CIRCUIT COURT OF QUEEN ANNE'S  
STATE OF MARYLAND

ELIZABETH R. STOREY,  
ET AL,

versus

JOHN C. RINGGOLD

BOND OF TRUSTEE TO SELL  
Real Estate.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert R. Price, Jr.,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Dollars (\$ 5,000.00 ) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 23rd day of March in the year of our Lord one thousand, nine hundred and seventy two

WHEREAS THE ABOVE BOUNDEN Robert R. Price, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, Chancery 5235 has been appointed trustee to sell certain Real Estate mentioned in the proceedings in the case of

Elizabeth R. Storey et. al

versus

John C. Ringgold

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Robert R. Price, Jr.

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.

*Mary A. Catlin*

*Robert R. Price Jr.* (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

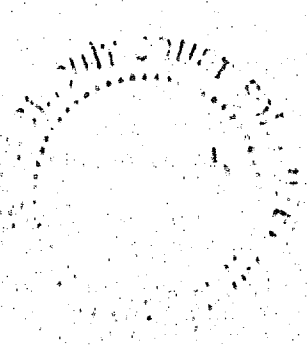
By *Mary A. Catlin*  
Attorney-in-Fact

*Security approved and Bond filed April 21, 1972*  
*Charles W Cecil Clerk*

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied  
from Liber C.W.C. No. 1 folio 430, a Bond Record Book for Queen  
Anne's County.

IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the Seal of  
the Circuit Court for Queen Anne's  
County, this 21st day of April, nine-  
teen hundred seventy-two.



*Charles H. Cecil*

Clerk of the Circuit Court for Queen Anne's  
County



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ELIZABETH R. STOREY	::	IN THE CIRCUIT COURT
ET AL.	::	
	::	FOR
PLAINTIFF	::	
VS.	::	QUEEN ANNE'S COUNTY
	::	
JOHN C. RINGGOLD	::	CHANCEY NO. <u>5235</u>
	::	
DEFENDANT	::	

.....

PETITION FOR PRIVATE SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Robert R. Price, Jr., Trustee in this Cause respectfully represents unto your Honor:

(1) That this Honorable Court by Decree of . 1972, appointed Robert R. Price, Jr., Trustee to make a sale of the real estate described in these proceedings and said Trustee has duly qualified by posting bond in the required sum of \$5,000 as of *April 21* 1972.

(2) That attached hereto as Exhibit A is an offer of \$4500 for the private sale of said real estate from Floyd Kaufman upon the terms and conditions set forth in the Contract of Sale attached hereto, as "Exhibit A."

(3) That the ultimate beneficiary of any proceeds of sale will be the State of Maryland, Department of Reimbursement, and the Special Assistant Attorney General has approved said sale price and terms set forth in his letter "Exhibit B".

(4) That \$4500 is the appraised value of said real estate.

(5) That Floyd B. Kaufman and Pearl E. Kaufman have been tenants on this property for over 20 years and have made many improvements thereto.

(6) That your Trustee believes this is a bona fide offer in excess of what would be received at public sale and that it is to the best interest of all parties to accept said offer.

TO THE END THEREFOR:

(1) That this Court pass a Decree for the sale of the real estate described in this Cause under the terms and conditions set forth in "Exhibit A".

And As In Duty Bond, Etc.

*Robert R. Price, Jr.*  
Robert R. Price, Jr., Trustee

*Filed April 21, 1972*

CONTRACT OF SALE

This Agreement, Made this 12<sup>th</sup> day of APRIL, nineteen hundred and seventy-two, between ROBERT R. PRICE, JR., an TRUSTEE, CHANCERY NO. 5-235 QUEEN ANNE'S COUNTY CIRCUIT COURT, party of the first part; and FLOYD B. KAUFMAN, SR. and PEARL E. KAUFMAN, his wife, parties----- 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 (Description is on back of this Contract of Sale) and is hereby incorporated in this Contract of Sale.)

At and for the price of Four Thousand Five Hundred-----00/100 Dollars of which Four Hundred Fifty-----00/100 Dollars

have been paid prior to the signing hereof and the balance is to be paid as follows:  
 By cash or certified check on settlement date. Settlement date to be on or before 30 days after final ratification of sale by the Circuit Court for Queen Anne's County.

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, insurance, and other public charges to be pro-rated as of date of settlement.

to be paid or allowed for by the Vendor to-----, nineteen hundred and

Time is the essence of this contract.

Witness our hands and seals of the parties hereto.

TEST:

Mary J. Coe

[Signature]

EXHIBIT "A"

Robert R. Price, Jr.  
 Robert R. Price, Jr., Trustee [Seal]  
 of and for said.

Floyd B. Kaufman  
 Floyd B. Kaufman, Sr. [Seal]

Pearl E. Kaufman  
 Pearl E. Kaufman, his wife. [Seal]

Pearl E. Kaufman  
 Pearl E. Kaufman [Seal]

ALL those 2 parcels of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, fronting on Railroad Avenue, and being more particularly described as follows, to wit:

First: ALL that lot of land, improved by a frame dwelling house, known as one of the "McCabe" or "Davidson" lots, designated as Lot No. 18, in the Trustees' Report of Sales filed in the case of B. Palmer Keating, next friend, etc. vs. Elizabeth F. Keating and others, defendants (No. 831 Chancery) and in the surveyor's certificate and copy of plat of said lots accompanying the same, situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the right of the public road leading out of Centreville across the railroad toward Ruthsburg with a front on said public road of 89 feet and one tenth of a foot, and a depth of two hundred and forty four feet, containing two rods of land, more or less.

SECOND: BEGINNING at a point on the said public road where the lot hereby granted corners with the lot of land herein first described and running thence with said public road toward Centreville, thirty four feet to a stone, thence to the street or road to the rear of said lot, two hundred and sixty four feet to a stone; thence easterly thirty five feet and one half of a foot to where the lot hereby granted corners with the land herein first described on said last mentioned street or road; thence with the divisional line between the two lots hereby granted to the place of beginning.

*Filed April 21, 1972*

CONTRACT OF SALE

Between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and





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ORDER NISI ON SALE

ELIZABETH R. STOREY  
ET AL  
Plaintiffs  
VS.  
JOHN C. RINGGOLD  
Defendant

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5235

ORDERED, this 1st. day of May, 1972, that  
the sale of the real property, made and reported in this cause by  
Robert R. Price, Jr., Trustee, be ratified and confirmed,  
on or after the 1st. day of June, 1972, 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 suc-  
cessive weeks before the 25th. day of May, 1972.

The report states the amount of sales to be \$ 4500.00

Charles W. Cecil Clerk

Filed May 1, 1972



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ELIZABETH R. STOREY :: IN THE CIRCUIT COURT  
ET AL. ::  
PLAINTIFF :: FOR  
VS. :: QUEEN ANNE'S COUNTY  
JOHN C. RINGGOLD ::  
DEFENDANT :: CHANCERY NO. 5235  
:: ::

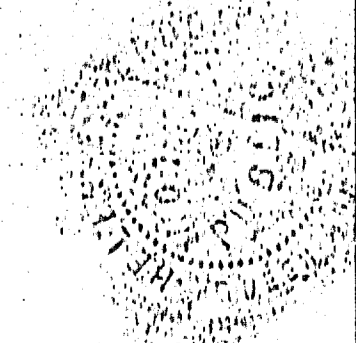
AFFIDAVIT OF PURCHASE

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

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of July, 1972, before me the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Floyd B. Kaufman and Pearl E. Kaufman his wife, the Purchasers of the property more particularly described in the above titled Cause, and made oath that they purchased said property as principals and not as agents for anyone, and that they did not directly or indirectly discourage anyone from buying said property and that they are the only principals interested.

WITNESS my hand and Notarial Seal.

*Helen E. Pardoe*  
NOTARY PUBLIC - Helen E. Pardoe  
MY COMMISSION EXPIRES: July 1, 1973



*Filed July 28, 1972*



16 ✓  
ELIZABETH R. STOREY  
et al.

Plaintiff

vs.

JOHN C. RINGGOLD  
Defendant

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5235

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 26, 1972, 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.,  
103 Lawyers Row  
Centreville, Maryland 21617

Irving Ringgold  
1538 N.W. 15th Street  
Miami, Florida

Elizabeth R. Storey  
6915 Annapolis Road  
Landover Hills, Maryland

Gladys Ringgold  
102 No. Park Circle  
Elkton, Maryland

Charles L. Ringgold  
1000 Katy Lane  
Towson 4, Maryland

John C. Ringgold  
633 Third Avenue  
New York, New York 10017

John W. Ringgold  
2401 John Anderson Drive  
Ormond Beach, Florida

Ethel E. Wahl  
755 No. W. 31st Avenue  
Miami, Florida 33125

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 26, 1972, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 10, 1972, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 13, 1972.

*Thomas Clark*  
Thomas Clark, Auditor

*Filed Oct 26, 1972*

11/

ELIZABETH R. STOREY  
et al.

Plaintiff

vs.

JOHN C. RINGGOLD  
Defendant

IN THE CIRCUIT COURT FOR

Queen Anne's County

In Equity

No. 5235

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 Robert R. Price, Jr., Trustee, who was by decree of this Court of March 6, 1972, appointed such Trustee to make the sale of the real estate sold in these proceedings.

2. That in the within account the said Trustee is charged with the proceeds of sale and the adjustment of water and sewer charges, and is allowed thereafter his commissions for making said sale, the Court costs, the costs of a certified copy of deed, the premium on the Trustee's corporate surety bond, the several advertising costs, the Seller's share of State and County taxes, the Seller's share of Town of Centreville taxes, the fee of your Auditor and his expenses in stating this audit, and the balance was directed to be paid to Elizabeth R. Storey, Administratrix c.t.a. of the Last Will and Testament of Hannah E. Warner, deceased.

Respectfully submitted,

J. Thomas Clark  
J. Thomas Clark, Auditor

Cause No. 5235

The proceeds of the sale of real estate reported in this cause, in account with Robert R. Price, Jr., Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1972

Aug. 3	By proceeds of the sale of land, per report of sale of said vendor, to wit:-----	\$4,500.00
	By adjustment of Town of Centreville water and sewer charges for 1972-73, to wit:-----	30.10
	By gross proceeds of sale-----	\$4,530.10

Dr.

To Robert R. Price, Jr., Trustee, his commissions on \$4,500.00, for making said sale, or the sum of-----	\$ 375.00
To Do., for amounts paid Charles W. Cecil, Clerk, per receipt exhibited, to wit:	
1-Costs of Chas. W. Cecil, Clerk---	\$ 90.75
2-Appearance fee of Robert R. Price, Jr., Attorney-----	10.00
3-Appearance fee of John T. Clark, III, Attorney-----	10.00
4-Costs of Edward Turner, Examiner--	10.00
5-Costs of Marcy Collier, Steno.---	20.00
	140.75
To Do., for an amount paid Charles W. Cecil, Clerk, for certified copy of deed, per receipt exhibited, to wit:-----	2.50
To Do., for an amount paid Eastern Shore Estates Co., for the premium on the Trustee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----	20.00
To Do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, as follows, to wit:	
1-Costs of publishing Notice of Sale-\$	195.33
2-Costs of publishing Order Nisi of Sale-----	14.00
	209.33
To Do., for an amount paid Oscar Schulz, Treasurer, for the Seller's share of 1972-73 State and County taxes on the real estate sold in this cause, per settlement sheet, to wit:-----	14.77
To Do., for an amount paid Town Commissioners of Centreville, for the Seller's share of 1972-73 town taxes on the real estate sold in this cause, per settlement shee. to wit:-----	4.38

October 26, 1972

*J. Thomas Clark*  
Auditor

To J. Thomas Clark, Auditor, as follows:

1-His fee for stating audit-----	\$ 45.00	
2-His expenses involved in stating audit and notifying parties-----	<u>15.00</u>	\$ 60.00

To Elizabeth R. Storey, Administratrix C.T.A.  
of the Last Will and Testament of Hannah E.  
Warner, Deceased, the balance, or the  
sum of-----

	<u>3,703.37</u>	
	\$4,530.10	\$4,530.10

October 26, 1972

*J Thomas Clark*  
Auditor

*Filed Oct 26, 1972*

NISI RATIFICATION OF AUDIT

*16*

Elizabeth R. Storey, Administratrix  
c.t.a. of Last Will and Testament of  
Hannah E. Warner, Deceased et al

vs.

John C. Ringgold

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

Cause No. 5235

ORDERED, this 26th day of October, 1972, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 13th day of November, 1972, unless cause to the  
contrary thereof be previously shown; provided ~~copy of this order be inserted in some news~~  
Maryland Rule 595 g to persons entitled thereto.  
~~paper published in Queen Anne's County, Maryland, once in each of two successive weeks~~  
~~before the~~ ~~day of~~ ~~19~~

*Charles W. Cecil* Clerk

Filed Oct. 26, 1972



19

Elizabeth R. Storey, Administratrix  
c.t.a. of Last Will and Testament of  
Hannah E. Warner, Deceased et al

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

John C. Ringgold

Cause No. 5235

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor  
is finally ratified and confirmed, and Robert R. Price, Jr., Trustee,  
is directed to apply the proceeds accordingly, with a due proportion  
of interest as the same has been or may be received.

Dated: Nov. 13, 1972

Charles W. Cecil  
Clerk of the Circuit Court for Queen  
Anne's County

Filed Nov 13, 1972

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-fourth day of May in the year nineteen hundred and seventy-two, the following Order to Docket Suit was brought to be recorded, to wit:

DAVID C. BRYAN  
Centreville, Maryland 21617  
Assignee

\* In the Circuit Court for  
\*  
\*  
\*  
\* Queen Anne's County  
\*

vs.

WILLIAM C. WORTHINGTON, JR.,  
and  
ANNIE L. WORTHINGTON, his wife  
Centreville, Maryland 21617  
Mortgagors

\* In Equity  
\*  
\*  
\* Chancery No. 5324  
\*

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgages from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 52, folio 387, and the second mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland, dated September 13, 1971, and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 58, folio 267, both of which have been assigned by The Centreville National Bank of Maryland to David C. Bryan for collection by foreclosure or otherwise; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

*David C. Bryan*  
David C. Bryan, Assignee  
111 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Filed May 24, 1972*

\$26,000.00

Centreville, Maryland

January 15, 1971

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of The Centreville National Bank of Maryland, the sum of TWENTY-SIX THOUSAND DOLLARS (\$26,000.00).

Negotiable and payable at the Banking House in 180 equal, consecutive, monthly installments of Two Hundred Forty-eight Dollars and Forty-eight Cents (\$248.48) each, beginning on the 15 day of FEBRUARY, 1971, including interest to date of payment of each installment at the rate of eight per centum (8%) per annum on the full amount of balance of note; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of three (3) months from the date of the execution of this note or at any time thereafter upon the demand of the holder.

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 15% 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 exemptions waived. Also, makers hereby further agree that in the event that maker shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (5¢) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

TEST:

Walter C. Reames, Jr.

William C. Worthington, Jr. (SEAL)  
William C. Worthington, Jr.

Mary B. Murrin

Annie L. Worthington (SEAL)  
Annie L. Worthington

My Commission Expires Sept. 22, 1971

SECURED BY REAL ESTATE MORTGAGE.

9/26/72 Principal Bal 24725.67  
904 8/14/72 841.00  
25576.82

\$1500.00

Centreville, Maryland September 13, 1971

For Value received, I, we, or either of us, jointly and severally promise to pay to the order of

THE CENTREVILLE NATIONAL BANK OF MARYLAND

the sum of One Thousand Five Hundred Dollars -----Dollars

Negotiable and payable at the Banking House in 60 equal, consecutive monthly installments of \$30.42 each, beginning on the 13<sup>th</sup> day of ~~OCTOBER~~ 1971, together with interest to date of payment at the rate of 8% per annum on any balance remaining unpaid after the date on which the final payment above provided for has become due and payable. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and the accompanying note, or at any time thereafter upon demand of the Mortgagee. Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of prepayment.

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, provided that any such confessed judgement shall not be a lien on any real property which is used or is expected to be used as the principal residence of the parties hereto or any of them, and forthwith issue execution for the amount thereof, with interest and costs, with all exemption waived. Also, makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (5¢) for each dollar so overdue, or \$2.00, whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

William C. Worthington, Jr. (SEAL)  
William C. Worthington, Jr.

SECURED BY Second Mortgage R. E.

Principal 1354.17  
Int 8/15/72 45.14  
1399.31

No. 64857  
Rec. 32692 RECEIVED FOR 1000 Jan 15, 1971 3: PM

THIS MORTGAGE, made this 15 day of January, 1971, by and between WILLIAM C. WORTHINGTON, JR. and ANNIE L. WORTHINGTON, wife of the first part, hereinafter referred to as MORTGAGOR, and THE CENTREVILLE NATIONAL BANK OF MARYLAND of the second part, hereinafter referred to as MORTGAGEE.

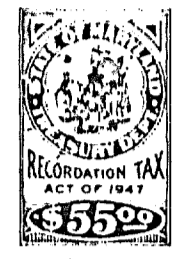
WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of TWENTY-SIX THOUSAND Dollars (\$ 26,000.00 ) payable, with interest thereon from the date hereof at the rate of eight ( 8 % ) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following: Said indebtedness and the interest to accrue thereon shall be paid in 180 equal, consecutive, monthly installments of \$248.48 each, including interest, commencing on the 15<sup>th</sup> day of FEBRUARY, 1971, and thereafter on the 15 day of each and every month thereafter until said indebtedness is fully paid and satisfied. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and the accompanying note, or at any time thereafter upon demand of the Mortgagee. Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of prepayment.

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 4, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38 folio 40 and in Plat Book Liber C.W.C. No. 1 folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be conveyed. Containing 0.91 acres of land, more or less.

BEING all the same lands conveyed by Grove Creek Farm, Inc., unto said Mortgagors by deed dated the 15 day of January, 1971, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.



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 pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) 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, (4) 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 Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) 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, (6) 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, (7) 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, 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 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 \$ 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 under the power of sale granted herein, (8) 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 thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land 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:

*Michael G. Rouse Jr.*

*William C. Worthington, Jr.* (SEAL)  
William C. Worthington, Jr.

*Jerry H. Mott*

*Annie L. Worthington* (SEAL)  
Annie L. Worthington (SEAL)

STATE OF ~~XXXXXXX~~ VIRGINIA  
COUNTY OF ALBEMARLE

On this the 11<sup>th</sup> day of January, 1971, before me, \* MARY B. FRAZIER, the undersigned officer, personally appeared Annie L. Worthington, one of the mortgagors, known to me to be the person  whose name ~~is~~  she subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time appeared ~~\_\_\_\_\_~~ executed the same for the purposes therein contained; and she acknowledged 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.

*Mary B. Frazier*  
Notary Public

\*Here insert the name of the officer who takes the acknowledgment.

My Commission Expires Sept. 22, 1973



STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On This 5 day of January, 1971, before me, Rachel G. Racine, J., the undersigned officer, personally appeared William C. Worthington, Jr., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he did execute the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Rachel G. Racine, J.  
NOTARY PUBLIC

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this 15 day of January, 1971, before me, Rachel G. Racine, J., the undersigned officer, personally appeared J. O. Pippin, Jr., Vice-President of The Centreville National Bank of Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1974

Rachel G. Racine, J.  
NOTARY PUBLIC

No 68908  
Re 45480 RECEIVED FOR RECORD May 24, 1972 9:40 A.M.

Recorded in CWC-64 fol 160

# Assignment

OF MORTGAGE FROM William C. Worthington, Jr. and Annie L. Worthington  
TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 52 FOLIO 387

~~MAIL~~ TO Be Filed in Chancery # 5324

We hereby assign the within and foregoing mortgage unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J. O. Pippin, Jr., its Vice President, attested by and its seal affixed by Katherine C. O'Neal, its Ass't. Cashier, this 23rd day of May 1972.

The Centreville National Bank of Md.

By J. O. Pippin, Jr.  
J.O. Pippin, Jr., Vice President

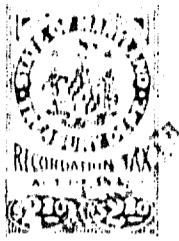
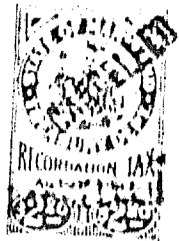
Attest: Katherine C. O'Neal  
Katherine C. O'Neal Ass't. Cashier



No. 46793  
De. 4479

RECEIVED FOR RECORD Sept 17 1971 9:00 A.M.

2A



Second  
THIS MORTGAGE, made this 13<sup>th</sup> day of SEPTEMBER, 1971, by and between  
William C. Worthington, Jr.  
of the first part, hereinafter referred to as MORTGAGOR, and The Centreville National Bank  
of Maryland of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of One Thousand Five Hundred Dollars (\$ 1500.00) payable, with interest thereon from the date hereof at the rate of eight ( 8 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Said indebtedness and the interest to accrue thereon shall be paid in 60 equal, consecutive, monthly installments of \$30.42 each, including interest, commencing on the 13<sup>th</sup> day of OCTOBER, 1971, and thereafter on the 13<sup>th</sup> day of each and every month thereafter until said indebtedness is fully paid and satisfied. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and the accompanying note, or at any time thereafter upon demand of the Mortgagee. Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of prepayment.

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 4, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38 folio 40 and in Plat Book Liber C.W.C. No. 1 folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be conveyed. Containing 0:91 acres of land, more or less.

BEING all the same lands conveyed by Grove Creek Farm, Inc., unto William C. Worthington, Jr. and Annie L. Worthington, his wife, as tenants by the entireties, by deed dated January 15, 1971, and recorded among the Land Records of Queen Anne's County aforesaid in Liber C.W.C. No 52 folio 384, and thereafter in the interests of said Annie L. Worthington thereafter to the said mortgagor hereof by deed dated July 10, 1971, and recorded among the Land Records of Queen Anne's County aforesaid in Liber C.W.C. No. 57 folio 52.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) 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 Mortgagor, 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, (4) 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 Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) 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, (6) 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, (7) 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, 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 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 \$100.00 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 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 under the power of sale granted herein, (8) 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 thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land 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:

*Katherine C. O'Neal*  
Katherine C. O'Neal,

*William C. Worthington Jr.* (SEAL)  
William C. Worthington Jr. (SEAL)

STATE OF MARYLAND  
COUNTY OF

On this the 13 day of September, 1971, before me, \* Katherine t. O'Neal, the undersigned officer, personally appeared William C. Worthington, Jr. known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared J. O. Pippin, Jr. Vice President

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

*Katherine C. O'Neal*  
Katherine C. O'Neal Notary Public

\*Here insert the name of the officer who takes the acknowledgment.

LIBER 3 PAGE 628  
LIBER 64 PAGE 160

No. 68907  
Re. 45480

RECEIVED FOR RECORD May 24, 1972 9:40 A.M.

# Assignment

OF MORTGAGE FROM William C. Worthington, Jr.

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 58 FOLIO 267

~~XXXX~~ To be filed in Chancery # 5324

We hereby assign the within and foregoing mortgage unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J. O. Pippin, Jr., its Vice President, attested by and its seal affixed by Katherine C. O'Neal, its Assitant Cashier, this 23rd day of May 1972.

The Centreville National Bank of Md.

By J. O. Pippin, Jr.  
J.O. Pippin, Jr. Vice President

Attest: Katherine C. O'Neal  
Katherine C. O'Neal, Ass't. Cashier

Recorded in CWC 64 fol 160

3

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

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of May, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Assignee and made oath in due form of law that William C. Worthington, Jr., and Annie L. Worthington, his wife, the mortgagors referred to in the foregoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, 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.



*Beverly M. Fitzgerald*  
Notary Public  
My Commission Expires: July 1, 1974.

*Filed May 24, 1972*

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DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,  
and  
ANNIE L. WORTHINGTON, his wife  
Centreville, Maryland 21617  
Mortgagors

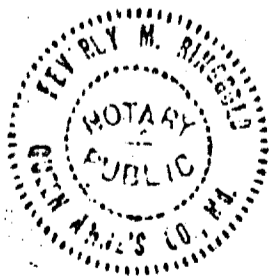
\* In the Circuit Court for  
\*  
\* Queen Anne's County  
\*  
\*  
\* In Equity  
\*  
\*  
\* Chancery No.

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated January 15, 1971, in the gross amount of \$26,000.00 by William C. Worthington, Jr., and Annie L. Worthington to The Centreville National Bank	\$ 24,735.63
With interest earned through 5-24-72	<u>384.40</u> \$25,120.03
 Balance due on principal of note dated September 13, 1971, in the gross amount of \$1,500.00 by William C. Worthington, Jr., to The Centreville National Bank of Maryland	 1,354.17
With interest earned through 5-24-72	<u>21.65</u> 1,375.82
<b>TOTAL INDEBTEDNESS</b>	<b>\$26,495.85</b>

STATE OF MARYLAND        )  
                                  ) To Wit:  
QUEEN ANNE'S COUNTY    )

This is to certify that on this 24<sup>th</sup> day of May 1972, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that the foregoing statement of mortgage indebtedness due by William C. Worthington, Jr., and Annie L. Worthington, and William C. Worthington, Jr., under the above described mortgage notes is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgages.



Beverly M. Ringgold  
BEVERLY M. RINGGOLD  
Notary Public  
My Commission Expires July 1, 1974

*Dated May 24, 1972*



5/1

RECEIVED FOR RECORD May 26, 1972  
STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS:

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty Thousand Dollars (\$30,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, 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 26<sup>th</sup> day of MAY, 1972.

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971 and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 52, folio 387 and the second mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland, dated September 13, 1971 and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 58, folio 267, both of which were assigned by the said The Centreville National Bank of Maryland to the above bounded principal on May 23, 1972 for collection by foreclosure or otherwise, and he is about to sell the land and premises in said mortgages, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, Assignee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Susan B. Orme

David C. Bryan (SEAL)  
David C. Bryan, Assignee

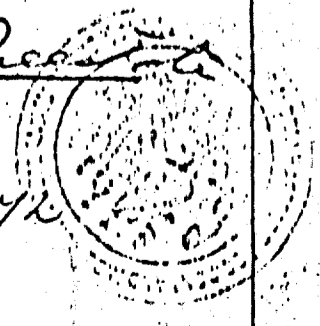
HARTFORD ACCIDENT AND INDEMNITY  
COMPANY

By: William M. [Signature]  
Attorney in Fact

ATTEST:

[Signature]

Surety approved & Bond filed May 26 1972  
Charles W. Cecil  
Clerk



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber No. 1, folio 442, 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, nineteen hundred and seventy-  
two.

*Charles W. Reed*

Clerk of the Circuit Court

July 5320

6  
1

DAVID C. BRYAN	*	In the Circuit Court for
Centreville, Maryland 21617	*	
Assignee	*	
	*	Queen Anne's County
vs.	*	
	*	
WILLIAM C. WORTHINGTON, JR.,	*	In Equity
and	*	
ANNIE L. WORTHINGTON, his wife,	*	
Centreville, Maryland 21617	*	
Mortgagors	*	Chancery No. 5324

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REPORT OF SALE

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of David C. Bryan, Assignee of the Mortgages from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971 and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 52, folio 387, and the Second Mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland, dated September 13, 1971 and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 58, folio 267, both of which have been assigned by The Centreville National Bank of Maryland to David C. Bryan for collection by foreclosure or otherwise; said Mortgages containing a power to sell the mortgaged property, to be exercised by the Mortgagee or its assigns, after any default in the terms of said Mortgages, respectively shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgages, said Assignee filed in this Honorable Court his Order to Docket Suit to foreclose said Mortgages, accompanied by the said Mortgages, his sworn statement as to the Mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Thirty Thousand Dollars (\$30,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record-Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, said David C. Bryan did attend, in front of the Court-house door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 o'clock A.M., E.D.S.T., on June 16, 1972, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned Mortgages,

and Advertisement of Sale unto Ruth R. Shank, she being then and there the highest bidder therefor, at and for the sum of Forty-Two Thousand Eight Hundred Fifty Dollars (\$42,850.00).

The purchaser has elected to pay the full amount of the purchase price in cash. The purchaser's affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of Advertisement of the Sale are attached hereto.

The Report states the amount of sale to be Forty-Two Thousand Eight Hundred Fifty Dollars (\$42,850.00).

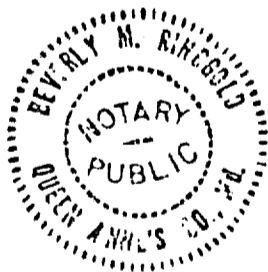
Respectfully submitted,

*David C. Bryan*  
David C. Bryan

STATE OF MARYLAND     )  
                                  )     To Wit:  
QUEEN ANNE'S COUNTY    )

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of *June*, 1972, before me, the subscriber, a Notary Public for Queen Anne's County, State of Maryland, personally appeared David C. Bryan, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on May 4, 1972 and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.



*Beverly M. Ringgold*  
Notary Public  
My Commission Expires: *July 1 1974*

*Filed June 19 1972*

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Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., June 16, 1972

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale

in the case/estate of William C. Worthington, Jr. and Annie L. Worthington

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 16th day of June, 1972, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of May, 1972, and the last insertion on the 14th day of June, 1972.

THE RECORD-OBSERVER CORPORATION

By Elizabeth A. Moore

*Filed June 16, 1972*

**ASSIGNEE'S SALE ( )**  
**VALUABLE FEE SIMPLE REAL ESTATE**  
**WATERFRONT RESIDENCE**

Under and by virtue of the power of sale contained in the mortgage from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 52, folio 387, and the second mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland dated September 13, 1971, and recorded among said land records in Liber C.W.C. No. 58, folio 267; both of said mortgages having been duly assigned by The Centreville National Bank of Maryland to David C. Bryan, default having occurred in the terms of said mortgages, the undersigned assignee, will offer at public auction in front of the Court House Door in the town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock A.M., Eastern Daylight Savings Time, on

**FRIDAY, JUNE 16, 1972**

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 4, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 38, folio 40, and in plat book Liber C.W.C. No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be sold. Containing 0.91 acres of land, more or less.

BEING the same and all of the lands conveyed by Grove Creek Farm, Inc., unto William C. Worthington, Jr., and Annie L. Worthington, his wife, by deed dated January 15, 1971, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 52, folio 384, and also being the same and all of the land which was conveyed by the said Annie L. Worthington to the said William C. Worthington, Jr., by her deed dated July 10, 1971, and recorded among said land records in Liber C.W.C. No. 57, folio 52.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

THIS lot is in the exclusive "Recovery" subdivision near Centreville, Maryland, and has approximately 140 feet of frontage on beautiful Grove Creek.

IMPROVEMENTS: Attractive brick colonial style residence constructed in 1971; contains 6 rooms and 2 baths with central hot air heat and air conditioning, fireplace and garage.

TERMS OF SALE: The purchaser(s) shall be required to pay ten per cent (10 pct.) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at six per cent (6 pct.) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price.

Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

DAVID C. BRYAN

Assignee

William J. Barcus, Jr., Auctioneer



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DAVID C. BRYAN  
Centreville, Maryland 21617  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,  
and  
ANNIE L. WORTHINGTON, his wife,  
Centreville, Maryland 21617  
Mortgagors

In the Circuit Court for  
Queen Anne's County

In Equity

Chancery No. 5324

AFFIDAVIT OF PURCHASER

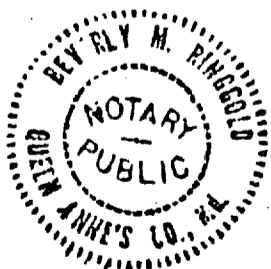
STATE OF MARYLAND :  
COUNTY OF QUEEN ANNE'S : SS:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of June, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared

RUTH R. SHANK

purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that she purchased all that lot, parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause, as principal or principals and not as agent for anyone, that no others are interested in said sale as principal or principals, and that she did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



*Beverly M. Ringgold*  
Beverly M. Ringgold  
Notary Public  
My Commission Expires July 1, 1974.

*Filed June 16, 1972*

CERTIFICATE OF AUCTIONEER

9/

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

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 4, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 38, folio 40, and in plat book Liber C.W.C. No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be sold. Containing 0.91 acres of land, more or less.

BEING the same and all of the lands conveyed by Grove Creek Farm, Inc., unto William C. Worthington, Jr., and Annie L. Worthington, his wife, by deed dated January 15, 1971, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 52, folio 384, and also being the same and all of the land which was conveyed by the said Annie L. Worthington to the said William C. Worthington, Jr., by her deed dated July 10, 1971, and recorded among said land records in Liber C.W.C. No. 57, folio 52.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Friday, June 16, 1972, beginning at the hour of 10:00 o'clock A.M. Eastern Daylight Savings Time, unto RUTH R. SHANK  
at and for the sum of \$42,850.00

W. J. Barcus Jr  
Auctioneer

Sold June 16, 1972

DAVID C. BRYAN  
Centreville, Maryland 21617  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,  
and  
ANNIE L. WORTHINGTON, his wife  
Centreville, Maryland 21617  
Mortgagors

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 5324

CERTIFICATE OF COMPLIANCE

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To Wit:

I, David C. Bryan, hereby certify that in accordance with Maryland Rules W74a2(b) and 5 aa, on June 8, 1972, I mailed to William C. Worthington, Jr., at 15 Charles Plaza 2502, 2 Charles Center, Baltimore, Maryland, 21201, and Annie L. Worthington, at Centreville, Maryland, 21617, Defendants, by certified mail, return receipt requested, with postage prepaid, the attached advertisement of sale; also attached hereto is the return receipt showing receipt of said notice.

*David C. Bryan*  
David C. Bryan  
Assignee

SENDER: Be sure to follow instructions on other side  
PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)  
(Additional charges required for these services)  
 Show to whom, date and address where delivered  
 Deliver ONLY to addressee

RECEIPT  
Received the numbered article described below  
REGISTERED NO. 617  
CERTIFIED NO. 617  
INSURED NO. 617  
DATE DELIVERED 6-9-72  
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY  
*Annie L. Worthington*  
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

SENDER: Be sure to follow instructions on other side  
PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)  
(Additional charges required for these services)  
 Show to whom, date and address where delivered  
 Deliver ONLY to addressee  
RECEIPT  
Received the numbered article described below  
REGISTERED NO. 648  
CERTIFIED NO. 648  
INSURED NO.  
DATE DELIVERED 6-9-72  
SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)  
*Annie L. Worthington*  
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY  
*A.M. Butler*  
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

*Filed June 16, 1972*

**NOTICE BY THE SUPERVISORS OF ELECTIONS OF QUEEN ANNE'S COUNTY REGISTRATION**

NOTICE IS HEREBY GIVEN that the Board of Registry is in the office of the Board of Supervisors of Elections, County Office Building, Centreville, Maryland, on TUESDAY AND FRIDAY between the hours of 9 A.M. and 4 P.M., (D.S.T.) AND THE THIRD TUESDAY OF EACH MONTH between the hours of 7 P.M., and 9 P.M., (D.S.T.) for the registration of new voters, change of address or name of present registered voters, or removals to other precinct or district within Queen Anne's County. Designation or change in party affiliations may be made until after November 24, 1972. There are no residency requirements as long as the registration books are open. The registration books close on November 10th, 1972 before the General Election to be held on November 7th, 1972. Application forms for an absentee ballot may be obtained by calling or writing to the Board at the above address.  
**E. OLIVER LEGG, SR., PRESIDENT**  
**JOSEPH S. HANDLEY**  
**JOAN D. GUYLAS**  
 The Board of Supervisors of Elections of Queen Anne's County 11-6-14

**PUBLIC AUCTION**

SHORE RADIO, 103 Cross Street, Chestertown, Md. ... going out of Business"

**SATURDAY, JUNE 17, 1972**

at 11:00 a.m.

**TESTING EQUIPMENT:** RCA Bar Generator, 2 RCA Volt Meters No. W87A and WV98C, Jackson Tube tester No. 658A, Antique Tel-Ohmike, 2 RCA Oscilloscopes No. W091E and W095A, RCA FM sweep generator WR69, Marker adder and marker generator WR99A and various cables, RCA isolation transformer WP25A, Tube rejuvenator CR133, Line monitor WV120A, Heathkit 6-12 volt battery eliminator, Jackson generator TVG-1, RCA color test jig Mark 2, 21" Color jig, Various tools and boxes, Used TV VHF Distributor, etc.

**PARTS & INVENTORY:** Large lot of new RCA Tubes and Replacement Parts (Cost approx. \$3600.00), Complete set of tubes, New table radios, tape recorder, coffee pot, hot plate, mixer bowls ... Used Color TV and B&W TV, Fans, Irons-radios-washer-dryer, etc.

**HOME FIXTURES:** Glass show cases, various metal desks and cabinets, 2 desks, chairs, file cabinet, space heater stoves, safe, add machine, cash register, typewriter, food truck, several window air conditioners, wood stands, vacuum pump, metal work bench, etc.

**REAL ESTATE:** to be offered at 1:00 p.m. ... 60' by 50' improved by a frame and metal 3-story building ... presently used as store, repair and warehouse approx. 150' with adjoining parking lot 30'x50' ... sale of R.E. subject to confirmation by owners.

SHORE RADIO, CHESTERTOWN, MD.

PHILIP V. KRATZER, Owner

MARRY RUDNICK & SONS, INC.  
 Auctioneers of Galena, Md.

21-6-14

**- DISABLED**

**to be Promptly Removed**

BY PHONE CALLS.

FOR YOUR DISPOSAL PROBLEMS

**ZMAN**

ZMAN & SONS, INC.

Area Code 301  
 Phone LYric 2-2511  
 ROCKFORD, MARYLAND

Terms: Cash, Immediate removal ) Nothing removed until settled for.

**JOE JACKSON, JR.**  
 Auctioneer and Authorized Agent for Owners

Exhibition will begin at 9 a.m. day of sale

21-6-14

**ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE WATERFRONT RESIDENCE**

Under and by virtue of the power of sale contained in the mortgage from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 52, folio 387, and the second mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland dated September 13, 1971, and recorded among said land records in Liber C.W.C. No. 53, folio 267; both of said mortgages having been duly assigned by The Centreville National Bank of Maryland to David C. Bryan, default having occurred in the terms of said mortgages, the undersigned assignee, will offer at public auction in front of the Court House Door in the town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock A.M., Eastern Daylight Savings Time, on

**FRIDAY, JUNE 16, 1972**

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 4, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1963, by Shew and Bartlett, registered engineers, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 38, folio 40, and in plat book Liber C.W.C. No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be sold. Containing 0.91 acres of land, more or less.

BEING the same and all of the lands conveyed by Grove Creek Farm, Inc., unto William C. Worthington, Jr., and Annie L. Worthington, his wife, by deed dated January 15, 1971, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 52, folio 384, and also being the same and all of the land which was conveyed by the said Annie L. Worthington to the said William C. Worthington, Jr., by her deed dated July 10, 1971, and recorded among said land records in Liber C.W.C. No. 57, folio 52.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

THIS lot is in the exclusive "Recovery" subdivision near Centreville, Maryland, and has approximately 140 feet of frontage on beautiful Grove Creek.

IMPROVEMENTS: Attractive brick colonial style residence constructed in 1971; contains 3 rooms and 2 baths with central hot air heat and air conditioning, fireplace and garage.

TERMS OF SALE: The purchaser(s) shall be required to pay ten per cent (10 pct.) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at six per cent (6 pct.) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price.

Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule B116b3 of the Maryland Rules of Procedure.

DAVID C. BRYAN

Assignee

William J. Bareus, Jr., Auctioneer

41-6-14

11 /

### ORDER NISI ON SALE

David C. Bryan  
 Centreville, Maryland 21617  
 Assignee  
 vs  
 William C. Worthington, Jr.,  
 and  
 Annie L. Worthington, his wife,  
 Centreville, Maryland 21617  
 Mortgagors

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

Cause No. 5324

ORDERED, this 16th day of June, 1972, that  
 the sale of the real property, made and reported in this cause by  
 David C. Bryan, Assignee, be ratified and confirmed,  
 on or after the 17th day of July, 1972, 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 suc-  
 cessive weeks before the 10th day of July, 1972.

The report states the amount of sales to be \$42,850.00.

*Charles W. Cef* Clerk

Filed June 16, 1972

RECEIVED FOR RECORD June 19, 1972

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS:

13

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan, of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand Dollars (\$13,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, 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 16<sup>th</sup> day of JUNE, 1972.

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from William C. Worthington, Jr., and Annie L. Worthington, his wife, to The Centreville National Bank of Maryland, dated January 15, 1971 and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 52, folio 387 and the second mortgage from William C. Worthington, Jr., to The Centreville National Bank of Maryland, dated September 13, 1971 and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 58, folio 267, both of which were assigned by the said The Centreville National Bank of Maryland to the above bounded principal on May 23, 1972 for collection by foreclosure or otherwise, and he has sold the land and premises in said mortgages for Forty-Two Thousand Eight Hundred Fifty Dollars (\$42,850.00) and on May 24, 1972 filed herein his initial bond in the amount of Thirty Thousand Dollars (\$30,000.00), default having been made in the payment of the money as specified and in the conditions and covenants contained in said mortgages.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, Assignee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Beverly M. Ringgold

David C. Bryan (SEAL)  
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY

By: William M. [Signature]  
Attorney in Fact

ATTEST:

Caroline E. Moore

Surety approved & Bond filed June 19, 1972  
Charles W. Cecil  
Clerk



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber No. 1, page 443, 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, nineteen hundred and seventy-two.

Charles W. Cecil  
Clerk of the Circuit Court for  
Queen Anne's County.

**NOTICE**

ORDER NISI ON SALE  
David C. Bryan  
Centreville, Maryland 21617  
Assignee

vs  
William C. Worthington, Jr.,  
and  
Anne L. Worthington, his wife,  
Centreville, Maryland 21617  
Mortgagors  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5324

ORDERED, this 16th day of June, 1972, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 17th day of July, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of July, 1972.

the report states the amount of sales to be \$42,850.00.

Charles W. Cecil, Clerk  
Filed: June 16, 1972  
True Copy  
Test: Charles W. Cecil, Clerk  
3t-7-5

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md.

July 15 1972

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale

in the case/estate of William C. Worthington, Jr.

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 10th day of JULY, 1972, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of JULY, 1972 and the last insertion on the 5th day of JULY, 1972.

THE RECORD-OBSERVER CORPORATION

By Abbeithy M. Monroe

Filed July 18, 1972

14

DAVID C. BRYAN  
Centreville, Maryland 21617  
Assignee

vs.

William C. Worthington, Jr.  
and  
Annie L. Worthington, his wife,  
Centreville, Maryland 21617  
Mortgagors

\*  
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\*  
8  
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\*

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 5324

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 19<sup>th</sup> day of July, 1972, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by David C. Bryan, Assignee, 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 Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

*B. Hackett Turner Jr.*  
Judge

Filed July 19, 1972

15

DAVID C. BRYAN  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,  
and ANNIE L. WORTHINGTON, his  
wife  
Mortgagors

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

Chancery No. 5324

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of David C. Bryan, Assignee named in Mortgages, of the mortgages foreclosed in these proceedings, wherein it appears that the proceeds of sale are more than sufficient to pay the expenses of sale and the mortgage debt. The surplus proceeds are directed to be paid to William C. Corthington, Jr.

2. That in the within account David C. Bryan, Assignee and vendor, is charged with the gross proceeds of the sale and he is allowed his fee for his services and his commissions for making said sale per terms of mortgages, the court costs in this cause, the premium on the corporate surety bond filed in this cause, the payment of the balance due on the Homeowners policy on residence, the several advertising costs, including Order Nisi of Sale, the U.S. Postal charges, payment of State and County Taxes and adjustment per settlement sheet, payment of auctioneer's fee, payment of the Auditor, the payment of the two mortgage debts and interest due thereon, and the firection for the disbursement of the surplus proceeds of the sale to William C. Worthington, Jr.

Respectfully submitted,

*J Thomas Clark*  
Auditor

August 17, 1972

*Filed Aug. 17, 1972*

Cause No. 5324

The proceeds of the sale of land reported in this cause, in account with David C. Bryan, Assignee of said mortgages, of the mortgages folrclosed in these proceedings (and vendor of said land)

Cr.

1972

June 16 By proceeds of the sale of said land, per report of said vendor, to wit:----- \$42,850.00

Dr.

To David C. Bryan, Assignee named in Mortgages, of the mortgages foreclosed (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale	\$2,292.50	
2-His fee for his services	<u>100.00</u>	2,392.50
To do., for an amount paid Charles W. Cecil, Clerk, for money paid		
1-Record assignment of mortgages	8.00	
2-Advance court costs	<u>15.00</u>	23.00
To do., for an amount due Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil	52.00	
2-Appearance fee of David C. Bryan	<u>10.00</u>	62.00
To do., for an amount due to W.M. Freestate Agency, to wit:		
1-Bond premiums	172.00	
2-Balance due on Homeowners policy on residence	<u>34.00</u>	206.00
To do., for amounts paid Queen Anne's Record Observer, per its receipts exhibited, to wit:		
1-For publishing Notice of Sale	137.50	
2-For publishing Order Nisi of Sale	<u>14.00</u>	151.50
To do., for amounts paid David C. Bryan for mailing certified letters to the Worthingtons		
		2.36
To do., for amount paid Ruth R. Shank for tax adjustment per settlement sheet		
		38.43
To do., for amount paid Oscar A. Schulz, Treasurer of Queen Anne's County for State and County Taxes from 1-1-72 to 6-30-72		
		230.29
To do., for an amount due W.J. Barcus, Jr., Auctioneer, for crying said sale per rules of Court, the sum of		
		107.13

*J. Thomas Clark*  
Auditor

August 17, 1972

To J. Thomas Clark, Auditor, as follows:		
1-His fee for stating audit	\$45.00	
2-His expenses involved in stating audit and notifying parties	<u>15.00</u>	60.00
To The Centreville National Bank of Maryland for Note dated 1-15-71		
Principal balance	24,735.63	
Interest at 8% from 3-15-72 for five (5) months	841.19	
For Note dated 9-13-71		
Principal balance	1,354.17	
Interest at 8% from 3-13-72 for five (5) months	<u>45.14</u>	26,976.13
To William C. Worthington, Jr. the balance from the sale of said land		12,600.66
		<hr/>
		\$42,850.00 \$42,850.00

August 17, 1972

*J. Thomas Clark*  
Auditor

*Filed Aug. 17, 1972*

160  
David Bryan  
Assignee named in Mortgage

vs.

William C. Worthington, Jr.,  
and Annie L. Worthington, his  
wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5324

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 17, 1972, 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:

David C. Bryan, Assignee  
named in Mortgage  
Centreville, Maryland 21617

The Centreville National Bank of Maryland  
Centreville, Maryland 21617

William C. Worthington, Jr.  
15 Charles Plaza  
Apartment 2502  
Baltimore, Maryland 21201

Annie L. Worthington  
Easton, Maryland 21601

Pursuant to Rule 12 d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 17, 1972, with the Clerk of this Court, Centreville, Maryland, that exceptions to said audit must be filed on or before September 1, 1972, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on September 5, 1972.

*J. Thomas Clark*  
J. Thomas Clark  
Auditor

*Filed Aug. 17, 1972*



17

NISI RATIFICATION OF AUDIT

DAVID C. BRYAN, ASSIGNEE  
Centreville, Maryland 21617

vs.

WILLIAM C. WORTHINGTON, JR. and  
ANNIE L. WORTHINGTON, his wife  
Centreville, Maryland 21617  
Mortgagors

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

Cause No. 5324

ORDERED, this 17th day of August, 1972, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 5th day of September, 1972, unless cause to the  
contrary thereof be previously shown; provided notice is given in manner provided by  
Maryland Rule 595 g to persons entitled thereto.

*Charles H. Cecil* Clerk

Filed Aug. 17, 1972

**Bregel & Bregel, Chartered**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELLORS AT LAW  
SUITE 2200  
ARLINGTON BUILDING  
201 NORTH CHARLES STREET  
BALTIMORE, MARYLAND 21201

CABLE ADDRESS  
"HOW CAL"

TELEPHONES  
(301) 539-2744  
(301) 539-2745

HOWARD CALVERT BREGEL  
CALVERT ROSS BREGEL  
WALLACE DANN  
CALVIN L. BOWERS  
BRYAN B. HADDAWAY  
HARRIS JAMES GEORGE

TOWSON, MD. OFFICE  
409 WASHINGTON AVENUE  
TELEPHONE: 828-6818

August 28, 1972

LEO G. HORNEY  
FRANCIS X. WALSH, JR.  
STEVEN V. SKLAR  
STUART N. BRAITERMAN

Clerk  
Equity Docket  
Circuit Court for Queen Anne's County  
Court House  
Centreville, Maryland 21617

Re: Worthington vs. Worthington  
Chancery No. 5292

Dear Mr. Clerk:

This office represents Mr. William C. Worthington, Jr. I should appreciate it if you would be kind enough to send me copies of the papers filed in Chancery No. 5324, which is the case of David C. Bryan, Assignee, vs. William C. Worthington, Jr. and Annie L. Worthington, his wife. I do not need the auditor's report, inasmuch as a copy has already been sent to me. Would you also send to me your bill for photocopying these papers.

Very truly yours,

BREGEL & BREGEL, CHARTERED

*Wallace Dann*

Wallace Dann

WD:dep

2547

18 /  
DAVID BRYAN,  
ASSIGNER

VS.

WILLIAM C. WORTHINGTON, JR.

:: IN THE CIRCUIT COURT

:: FOR

:: QUEEN ANNE'S COUNTY

:: EQUITY NO. 5324

:: ::

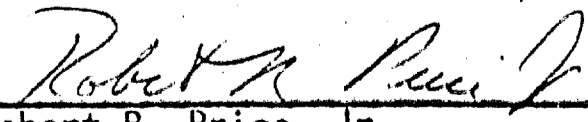
EXCEPTIONS TO AUDITOR'S REPORT

Annie L. Worthington, Defendant, by Robert R. Price, Jr., her attorney, excepts to the report of the auditor upon the following grounds:

1. The auditor erred in directing distribution of the surplus proceeds of \$12,600.66 unto William C. Worthington, Jr., solely, for that Annie L. Worthington, his wife, was a co-tenant by the entirety at the date of execution of the purchase money mortgage on January 15, 1971, and that the deed from Annie L. Worthington to William C. Worthington, Jr., dated July 10, 1971 and recorded in Liber C.W.C. No. 57, folio 52 of the Land Records of Queen Anne's County, purporting to transfer the interest of Annie L. Worthington to William C. Worthington, Jr., was procured by fraud and undue influence of the said William C. Worthington, Jr., and is null and void.

2. That Chancery No. 5292 in this Honorable Court is an action to set aside the July 10, 1971, conveyance from Annie L. Worthington to William C. Worthington, Jr., and said cause is now at issue between the parties to determine title to the real estate or the equitable interest resulting from any sale thereof.

Respectfully submitted,

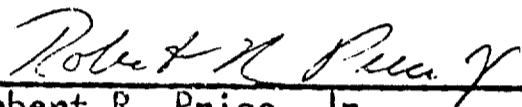
  
Robert R. Price, Jr.  
Attorney for Annie L. Worthington

I HEREBY CERTIFY, that service of the above Exceptions to Auditor's Report was made upon David C. Bryan, Attorney, by leaving a copy of same at his law office, 111 Lawyers Row, Centreville, Maryland, this 30 day of August, 1972.

  
Robert R. Price, Jr.

*Filed Aug 30, 1972*

I HEREBY CERTIFY, that service of the above Exceptions to Auditor's Report was made upon J. Thomas Clark, Jr., Attorney, by leaving a copy of same at his law office, Commerce Street, Centreville, Maryland, this 30 day of August, 1972.

  
Robert R. Price, Jr.

*Filed Aug 30, 1972*

19 /

DAVID C. BRYAN	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM C. WORTHINGTON, JR.	*	QUEEN ANNE'S COUNTY
and	*	IN EQUITY
ANNIE L. WORTHINGTON, his wife	*	
Mortgagors	*	Chancery No. 5324

MOTION TO STRIKE ORDER

WILLIAM C. WORTHINGTON, JR., Defendant, by his solicitors, BREGEL & BREGEL, CHARTERED, moves that the Order of this Court entered on August 17, 1972, ordering that David C. Bryan, Esq., Assignee, in Equity No. 5324, of the Circuit Court for Queen Anne's County, withhold distribution of any monies due the titleholders of the lands, subject to said foreclosure, until further Order of this Court, be stricken. The movant for cause says as follows:


1. The Motion of the Plaintiff was not accompanied by a list of Points and Authorities, as required by the Maryland Rules, which said Points and Authorities would indicate the authority of the Court to pass such an Order.
2. That the Order of Court was passed ex parte, and without any notice whatsoever to the Defendant. Under the Maryland Rules of Procedure, the Defendant was required to have an opportunity to answer to the Motion prior to the entry of an Order thereon. Maryland Rules of Procedure specifically declare that an Order nisi shall not be passed upon an original pleading.
3. The Order of August 17, 1972 was in the nature of an ex parte injunction. The form of the Petition, the lack of the

affidavit thereon, and the form of the Order passed by the Court, did not comply with the provisions of Subtitle BB Maryland Rules of Procedure.


4. And for such other and further reasons as shall be assigned at the hearing on this Motion.

AND, AS IN DUTY BOUND, ETC.

BREGEL & BREGEL, CHARTERED

  
Wallace Dann  
2200 Arlington Building  
Baltimore, Maryland 21201  
539-2744  
Attorneys for Defendant

I HEREBY CERTIFY that on this 31st day of August, 1972, a copy of the foregoing was mailed to Robert R. Price, Jr., Esq., 103 Lawyers Row, Centreville, Maryland 21617; John T. Clark, III, Esq., 118 N. Commerce Street, Centreville, Maryland 21617; and David C. Bryan, Esq., 111 Lawyers Row, Centreville, Maryland 21617.

  
Wallace Dann

*Filed Sept 6, 1972*



DAVID C. BRYAN	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM C. WORTHINGTON	*	QUEEN ANNE'S COUNTY
and	*	IN EQUITY
ANNIE L. WORTHINGTON	*	
Mortgagors	*	Chancery No. 5324

CITATION OF POINTS AND AUTHORITIES

Maryland Rules 319, 308, 309, 324c, BB70-BB78

MLE Procedural Forms Section 428

*Filed Sept 6, 1972*

DAVID C. BRYAN	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM C. WORTHINGTON, JR.	*	QUEEN ANNE'S COUNTY
and	*	IN EQUITY
ANNIE L. WORTHINGTON	*	
Mortgagors	*	Chancery No. 5324

ORDER OF COURT

Upon the Motion of WILLIAM C. WORTHINGTON, JR., Defendant, to strike the Order of Court dated August 17, 1972, and it appearing to the Court that the said order was not in compliance with the Maryland Rules of Procedure, it is thereupon this 17<sup>th</sup> day of January, 1973, by the Circuit Court for Queen Anne's County, sitting in Equity,

ORDERED that the Order of this Court dated August 17, 1972, directing that David C. Bryan, Esq., Assignee, in Equity No. 5324 of the Circuit Court for Queen Anne's County, withhold distribution of any monies due the titleholders of the lands, subject to said foreclosure until further Order of this Court, be and the same is herewith stricken.

B. Hackett Turner, Jr.  
J U D G E

**Bregel & Bregel, Chartered**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELLORS AT LAW  
SUITE 2200  
ARLINGTON BUILDING  
201 NORTH CHARLES STREET  
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BRYAN B. HADDAWAY  
HARRIS JAMES GEORGE

LEO G. HORNEY  
FRANCIS X. WALSH, JR.  
STEVEN V. SKLAR  
STUART N. BRAITERMAN

TOWSON, MD. OFFICE  
409 WASHINGTON AVENUE  
TELEPHONE 828-6010

August 31, 1972

Honorable B. Hackett Turner, Jr.  
Circuit Court for Queen Anne's County  
Court House  
Centreville, Maryland 21617

Re: David C. Bryan, Assignee, vs. William C.  
Worthington, Jr. and Annie L. Worthington,  
his wife, Mortgagors  
Chancery No. 5324

Dear Judge Turner:

Enclosed is a Motion and Order in the above-entitled matter. When the original copy of the pleading was delivered to me, it did not indicate thereon that the Court had signed an Order; hence, I filed a Motion Ne Recipiatur. Thereafter, I learned that an Order had been signed by you on August 17th, 1972. There are substantive grounds, as well as procedural grounds, for opposing this Order. I should be much obliged if the Court would sign my Order which is attached.

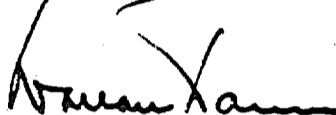
I might add that Mr. Price knew that I was representing Mr. Worthington at the time the Order was presented. I have officially filed my appearance in the case, and heretofore I had instituted an action for divorce in the Circuit Court No. 2 of Baltimore City, and Mr. Price has filed an Answer in the case. There are presently pending in that case Interrogatories sent by me to Mr. Price. He has not at anytime communicated with me, either before or after the presentation of this Petition to the Court. There was no reason on August 15th or August 16th, 1972, for the presentation of an ex parte order to the Court without prior consultation with or notification of counsel on the other side. At that time, John T. Clark, III, Esq. knew that I

Honorable B. Hackett Turner, Jr.  
August 31, 1972  
Page Two

had been retained to represent Mr. Worthington. I was not advised by Mr. Clark that he had consented to the passage of such an Order, or that he had consulted with Mr. Worthington about it.

Very truly yours,

BRIGEL & BRIGEL, CHARTERED

  
Wallace Dann

WD:dep

Enclosures

cc: Robert R. Price, Jr., Esq.  
103 Lawyers Row  
Centreville, Maryland 21617

John T. Clark, III, Esq.  
118 N. Commerce Street  
Centreville, Maryland 21617

20/

DAVID C. BRYAN  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,

and

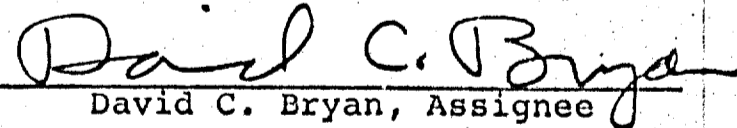
ANNIE L. WORTHINGTON, his wife  
Mortgagors

\* IN THE CIRCUIT COURT FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\*  
\* IN EQUITY  
\*  
\*  
\* Chancery No. 5324

MOTION NE RECIPIATUR TO MOTION TO STRIKE ORDER

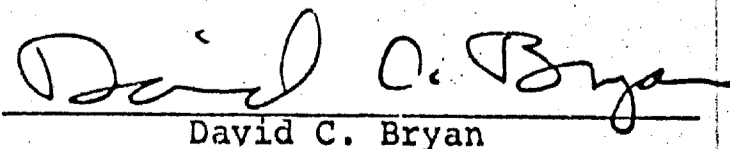
David C. Bryan, Assignee herein, moves that the Motion To Strike Order of William C. Worthington, Jr., Defendant, be not received and for cause says as follows:

1. The docket entries and jacket for the above titled cause do not disclose any such Order.
2. The Motion To Strike Order of William C. Worthington, Jr., does not disclose where any such Order was passed, and this Assignee has never been served with a copy of or received notice of such Order.
3. And for such other and further reasons as the nature of his cause may require.

  
David C. Bryan, Assignee

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of September, 1972, a copy of the foregoing Motion Ne Recipiatur To Motion To Strike Order was mailed to Robert R. Price, Jr., Esq., 103 Lawyers Row, Centreville, Maryland 21617; and John T. Clark, III, Esq., 118 North Commerce Street, Centreville, Maryland, 21617; and Wallace Dann, Bregel & Bregel, 2200 Arlington Building, Baltimore, Maryland, 21201.

  
David C. Bryan

Filed Sept 6, 1972

DAVID C. BRYAN  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,

and

ANNIE L. WORHTINGTON, his wife  
Mortgagors

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\*

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 5324

CITATION OF POINTS AND AUTHORITIES

Maryland Rules 321, 1216, 1217 d and 1217 e.

*Filed Sept 6, 1972*



ASSIGNMENT OFFICE  
 CIRCUIT COURT FOR QUEEN ANNE'S COUNTY  
 P.O. Box 67  
 CENTREVILLE, MARYLAND 21617  
 Telephone: 758-1773

DATE: September 11, 1972

TO: Robert R. Price, Jr., Esquire      David C. Bryan, Esquire  
 Centreville, Maryland 21617      Centreville, Maryland 21658

Bregal & Bregal, Chartered  
 by Wallace Dann, Esquire  
 Suite 2200  
 Arlington Building  
 201 North Charles Street  
 Baltimore, Maryland 21201

John T. Clark, III, Esquire  
 Centreville, Maryland 21617

RE: Worthington vs. Worthington  
 Chy No. 5292

David C. Bryan, Assignee  
 vs.  
 William C. Worthington et al  
 Chy No. 5324

A HEARING ON THE MOTION (S) to Strike Order

~~BE~~ ( ) BEEN SET FOR September 14, 1972 AT 3:00P.  
 P.

Any request for a change of this hearing date must be submitted to the Assignment Clerk within five (5) days of the receipt of this notice, together with the reasons therefor. Thereafter any request for continuance must be submitted to the Court by written motion and will be considered only under the appropriate provisions of Maryland Rule 527.

\_\_\_\_\_  
 Assignment Clerk

21/

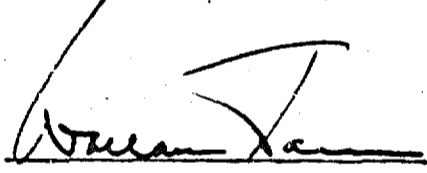
DAVID C. BRYAN	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM C. WORTHINGTON, JR.	*	QUEEN ANNE'S COUNTY
and	*	IN EQUITY
ANNIE L. WORTHINGTON, his wife	*	
Mortgagors	*	Chancery No. 5324

NOTICE TO ENTER APPEARANCE

MR. CLERK:

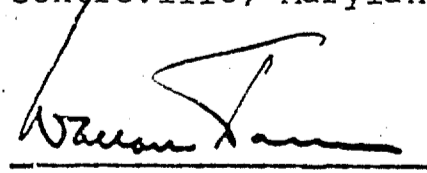
Please enter the appearance of BREGEL & BREGEL, CHARTERED as counsel for the Defendant, William C. Worthington, Jr., in the above-entitled case.

BREGEL & BREGEL, CHARTERED



Wallace Dann  
2200 Arlington Building  
Baltimore, Maryland 21201  
539-2744  
Attorneys for Defendant,  
William C. Worthington, Jr.

I HEREBY CERTIFY that on this 7th day of September, 1972, a copy of the foregoing was mailed to Robert R. Price, Jr., Esq., 103 Lawyers Row, Centreville, Maryland 21617; and John T. Clark, III, Esq., 118 N. Commerce Street, Centreville, Maryland 21617.



Wallace Dann

*Filed Sept 8, 1972*

22

DAVID C. BRYAN	*	IN THE CIRCUIT COURT FOR
Assignee	*	
vs.	*	QUEEN ANNE'S COUNTY
WILLIAM C. WORTHINGTON, JR.,	*	
and	*	IN EQUITY
ANNIE L. WORTHINGTON, his wife	*	
Mortgagors	*	Chancery No. 5324

PETITION FOR DISTRIBUTION

The Petition of David C. Bryan, Assignee herein, respectfully represents:

1. That on August 17, 1972, J. Thomas Clark, Esq., Auditor, filed herein his audit of the mortgage sale conducted under these proceedings.
2. That the time for filing exceptions to said audit expired on September 1, 1972.
3. That exceptions to said audit were filed by Annie L. Worthington, one of the Defendants, on August 30, 1972, alleging that the auditor has improperly directed that distribution of the surplus proceeds be made unto William C. Worthington, Jr.
4. That no other exceptions have been filed herein, nor is there any objection to any of the fees, commissions and expenses shown on the auditor's account.

Wherefore, your Petitioner prays your Honors to pass an Order authorizing him to pay all fees, commissions and expenses shown on the audit of J. Thomas Clark, Esq., filed herein on August 17, 1972, except the surplus of \$12,600.66, which your Petitioner shall hold pending further order of Court.

Respectfully submitted,

David C. Bryan  
David C. Bryan, Assignee

CERTIFICATE OF SERVICE

I hereby certify that on this 14<sup>th</sup> day of September, 1972, a copy of the foregoing Petition for Distribution was mailed to Robert R. Price, Jr., Esq., 103 Lawyers Row, Centreville, Maryland, 21617; John T. Clark, III, Esq., 118 North Commerce Street, Centreville, Maryland, 21617; and Wallace Dann, Bregel & Bregel, 2200 Arlington Building, Baltimore, Maryland 21201.

David C. Bryan  
David C. Bryan

Filed Sept 14, 1972

23

DAVID C. BRYAN  
 Assignee  
 vs.  
 WILLIAM C. WORTHINGTON, JR.,  
 and  
 ANNIE L. WORTHINGTON, his wife  
 Mortgagors

\* IN THE CIRCUIT COURT FOR  
 \*  
 \* QUEEN ANNE'S COUNTY  
 \*  
 \*  
 \* IN EQUITY  
 \*  
 \*  
 \* Chancery No. 5324

ORDER OF COURT

Upon the motion of David C. Bryan, Assignee herein, and at appearing to the Court that equity would not be served by withholding the payment of commissions, fees and expenses of the sale reported herein, it is this *18<sup>th</sup>* day of *Sept.*, 1972, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, that David C. Bryan, Assignee herein, is hereby authorized and directed to pay the commissions, fees, and expenses set forth in the Report of J. Thomas Clark, Esq., Auditor, dated September 17, 1972, and filed herein; and it is FURTHER ORDERED, that the said David C. Bryan, Assignee, hold and not distribute the surplus proceeds of \$12,600.66, shown in said Report of J. Thomas Clark, Esq., Auditor, pending further order of this Court.

*B. Hackett Turner Jr.*  
 Judge

*Filed Sept 18, 1972*

24

DAVID C. BRYAN  
Assignee

vs.

WILLIAM C. WORTHINGTON, JR.,

and

ANNIE L. WORTHINGTON, his wife  
Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\*  
\* Chancery No. 5324  
\*

\* \* \* \* \*

PETITION FOR DEPOSIT OF FUNDS

The Petition of WILLIAM C. WORTHINGTON, JR., by his solicitors, BREGEL & BREGEL, CHARTERED, respectfully represents unto this Honorable Court as follows:

1. That on August 17, 1972, J. Thomas Clark, Esq., Auditor, filed herein his audit of the mortgage sale conducted under these proceedings.

2. Exceptions to the audit were filed by ANNIE L. WORTHINGTON, one of the Defendants, on August 30, 1972, alleging that the auditor improperly directed the distribution of the surplus proceeds be made unto WILLIAM C. WORTHINGTON, JR., the other of the Defendants. The exceptions to the auditor's account have not been as yet ruled upon. Under date of September 18, 1972, the Court ordered that the commissions, fees and expenses set forth in the auditor's report be disbursed. The order, of course, would necessarily have to be dependant upon final ratification of the auditor's account.

3. It appears that some further delay may ensue in the trial of Chancery No. 5292, which is entitled ANNIE L. WORTHINGTON, Plaintiff, vs. WILLIAM C. WORTHINGTON, JR., Defendant. The outcome of this case will determine the ultimate action to be taken upon the auditor's account. Until Chancery No. 5292 is tried and an

enrolled decree docketed, the funds representing the surplus proceeds, as stated to be \$12,600.66, should be placed at interest. The Petitioner desires that these funds be placed in deposit in Brehm Building Association, Baltimore, Maryland, in a deposit account, which is currently paying 5% per annum.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order as follows:

a. That David C. Bryan, Assignee under the mortgage, be directed to deposit the sum of \$12,600.66 in Brehm Building Association, Baltimore, Maryland, in a deposit account, in the names of Robert R. Price, Jr. and Wallace Dann, as Trustees, pending the final determination of the equity case of ANNIE L. WORTHINGTON, Plaintiff, vs. WILLIAM C. WORTHINGTON, JR., Defendant, Chancery No. 5292, in the Circuit Court for Queen Anne's County, in Equity. Upon the final conclusion of said proceedings, the said Robert R. Price, Jr. and Wallace Dann, Trustees, shall make disbursement of the funds on deposit, in accordance with the decree to be entered at that time.

b. That upon the entry of a final decree in Chancery No. 5292, as aforesaid, that the auditor's account stated, in these proceedings, be finally ratified and confirmed as provided by the decree to be entered in said case, and in accordance with the terms of said decree.

c. And for such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, etc.

BREGEL & BREGEL, CHARTERED



Wallace Dann  
2200 Arlington Building  
Baltimore, Maryland 21201  
539-2744

LAW OFFICES  
Bregel & Bregel,  
Chartered  
BALTIMORE, MD.

*Filed Jan 12, 1923*



25/

DAVID C. BRYAN,	*	
ASSIGNEE	*	
VS.	*	
ANNIE L. WORTHINGTON	*	IN THE
<del>Rxxxxxxx</del>	*	CIRCUIT COURT
and	*	
<del>xxx</del>	*	FOR
WILLIAM C. WORTHINGTON, JR.	*	QUEEN ANNE'S COUNTY
Mortgagors	*	IN EQUITY
<del>Defendants</del>	*	Chancery No. 5324
* * * * *		

ORDER OF COURT

Upon the foregoing Petition of WILLIAM C. WORTHINGTON, JR., and the consent of ANNIE L. WORTHINGTON, Plaintiff, this 17<sup>th</sup> day of November, 1972, by the Circuit Court for Queen Anne's County, sitting in Equity.

ORDERED that David C. Bryan, Assignee under the mortgage, is directed to deposit the sum of \$12,600.66 in Brehm Building Association, Baltimore, Maryland, in a deposit account, in the names of Robert R. Price, Jr. and Wallace Dann, as Trustees, pending the final determination of the equity case of ANNIE L. WORTHINGTON, Plaintiff, vs. WILLIAM C. WORTHINGTON, JR., Defendant, Chancery No. 5292, in the Circuit Court for Queen Anne's County, in Equity. Upon the final conclusion of said proceedings, the said Robert R. Price, Jr. and Wallace Dann, Trustees, will make disbursement of the funds on deposit, in accordance with the decree to be entered at that time, and;

IT IS FURTHER ORDERED that upon the entry of a final decree in Chancery No. 5292, as aforesaid, that the auditor's account stated, in these proceedings, be finally ratified and confirmed as provided by the decree to be entered in said case, and in accordance with the terms of said decree.

LAW OFFICES  
Bregel & Bregel,  
Chartered  
BALTIMORE, MD.

*B. Herbert Turner, Jr.*  
JUDGE

I consent to the entry  
of the within Order.

*Robert R. Price, Jr.*  
Robert R. Price, Jr.  
Attorney for Plaintiff

*David C. Bryan*  
David C. Bryan

*Wallace Dann*  
Wallace Dann  
Attorney for Defendant

*Filed Jan 17, 1973*

TELEPHONES  
(301) 539-2744  
(301) 539-2745

HOWARD CALVERT BREGEL  
CALVERT ROSS BREGEL  
WALLACE DANN  
CALVIN L. BOWERS  
BRYAN B. HADDAWAY  
LEO G. HORNEY  
HARRIS JAMES GEORGE

STEVEN V. SKLAR  
STUART N. BRAITERMAN

**Bregel & Bregel, Chartered**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELLORS AT LAW  
SUITE 2200  
ARLINGTON BUILDING  
201 NORTH CHARLES STREET  
BALTIMORE, MARYLAND 21201

CABLE ADDRESS  
"HOW CAL"

TOWSON, MD. OFFICE  
409 WASHINGTON AVENUE  
TELEPHONE: 828-6818

March 9, 1973

Judge B. Hackett Turner  
Circuit Court for Queen Anne's County  
Court House  
Centreville, Maryland 21617

RE: Chancery No. 5292 } *1 by Court*  
Chancery No. 5324 }

Dear Judge Turner:

The time is certainly right to conclude the  
litigation in the above two equity matters.

I would be obliged if you could set these in  
for hearing sometime during the month of May, between  
May 14th and May 31st. Also, I do not have any assign-  
ments that cannot be moved during the weeks of June 4th  
and June 11th.

Very truly yours,

BREGEL & BREGEL, CHARTERED

*Wallace Dann*  
Wallace Dann

WD/mf

CC: Robert R. Price, Jr.

ASSIGNMENT OFFICE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY  
P.O. Box 67  
CENTREVILLE, MARYLAND 21617  
Telephone: 758-1773

DATE March 22, 1973

TO: Robert R. Price, Jr., Esquire                      David C. Bryan, Esquire  
Centreville, Maryland 21617                      Centreville, Maryland 21617

Miller, Wheeler, Thompson & Thompson              Bregel & Bregel, Chartered  
Charles E. Wheeler, Esquire                      Wallace Dann, Esquire  
129 N. Washington St.                      2200 Arlington Building  
Easton, Maryland 21601                      Baltimore, Maryland 21201

John T. Clark, III, Esquire  
Centreville, Maryland 21617

RE: Annie L. Worthington vs. William Worthington, Jr.  
Chy. No. 5292

David C. Bryan vs. William C. Worthington, Jr. and Annie L. Worthington  
Chy No. 5324

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR \_\_\_\_\_ Court \_\_\_\_\_  
TRIAL ON Tuesday, May 15, 1973, at 9:45 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.  
One day has been assigned for the trial of the above.

\_\_\_\_\_  
Assignment Clerk

Please return postal card promptly.

ASSIGNMENT OFFICE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY  
P.O. Box 67  
CENTREVILLE, MARYLAND 21617  
Telephone: 758-1773

DATE March 28, 1973

TO: Robert R. Price, Jr., Esquire  
Centreville, Maryland 21617

John T. Clark, III, Esquire  
Centreville, Maryland 21617

David C. Bryan, Esquire  
Centreville, Maryland 21617

Bregel & Bregel, Chartered  
Wallace Dann, Esquire  
2200 Arlington Building  
Baltimore, Maryland 21201

RE: Annie Worthington vs. William Worthington, Jr.  
Chy. No. 5292  
David C. Bryan vs. William C. Worthington, Jr. and Annie L. Worthington  
Chy. No. 5324

The above cases have been taken out of assignment for May 15, 1973 and  
THE ABOVE CASE (S) ~~HAVE~~ (HAVE) BEEN SCHEDULED FOR \_\_\_\_\_ Court \_\_\_\_\_

TRIAL ON Wednesday, May 16, 1973, at 10:00 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

One day has been assigned for the trial of the above.

\_\_\_\_\_  
Assignment Clerk

Please return postal Card Promptly.

HON. GEORGE B. RAUBEN JR., CHIEF JUDGE  
HON. HARRY E. CLARK  
HON. H. KENNETH MACKAY  
HON. B. HACKETT TURNER, JP.  
HON. J. ALBERT RONEY, JR.  
HON. JAMES A. WISE

ASSOCIATE JUDGES

CHARLES W. CECIL, CLERK

OFFICE OF  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND 21617

April 30, 1973

To: Robert R. Price, Jr., Esquire  
Centreville, Maryland 21617

John T. Clark, III, Esquire  
Centreville, Maryland 21617

David C. Bryan, Esquire  
Centreville, Maryland 21617

Bregel & Bregel, Chartered  
Wallace Dann, Esquire  
2200 Arlington Building  
Baltimore, Maryland 21201

Re: Annie L. Worthington vs. William Worthington, Jr.  
Chy. No. 5292

David C. Bryan vs. William C. Worthington, Jr. and Annie L. Worthington,  
Chy. No. 5324

Case has been definitely set for Court trial on Wednesday, May 16, 1973, at  
10:00 A. M.

Your attention is invited to Secodn Circuit Rule 527 and Maryland  
Rule 527. No continuance will be granted unless the Court shall be  
satisfied that such an emergency has arisen, not reasonably forseable,  
as would result in an injustice if the trial is required to take place.

Assignment Clerk

26  
 DAVID C. BRYAN \* IN THE  
 Assignee \*  
 vs. \* CIRCUIT COURT  
 WILLIAM C. WORTHINGTON, JR. \* FOR  
 -and- \*  
 ANNIE L. WORTHINGTON \* QUEEN ANNE'S COUNTY  
 Mortgagors \* NO. 5324 Chy.  
 \* \* \* \* \*

MOTION TO WITHDRAW FUNDS  
AND TO FINALLY RATIFY AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

WILLIAM C. WORTHINGTON, JR. by his solicitors, BREGEL & BREGEL, CHARTERED, moves this Honorable Court for an Order directing the final ratification and confirmation of the Auditor's Report filed in these proceedings and to further order that one-half of the sum held on deposit in Brehm Building Association, Baltimore, Maryland be distributed to ANNIE L. WORTHINGTON and one-half of the sum held in Brehm Building Association, Baltimore, Maryland be distributed to WILLIAM C. WORTHINGTON, JR.

FOR CAUSE, the movant says as follows:

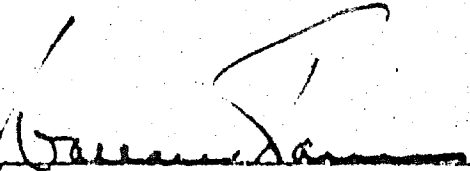
1. That on November 17, 1972 an Order in the above case was passed naming ROBERT R. PRICE, JR. and WALLACE DANN as Trustees to hold the balance due under the Auditor's Account to the credit of ANNIE L. WORTHINGTON and WILLIAM C. WORTHINGTON, JR. Said sum has been deposited in Brehm Building Association as directed by the Order.




2. A final decree in Chancery No. 5292 has been passed and was filed on June 8, 1973. Nothing further remains to be done in this case.

AND AS IN DUTY BOUND, ETC.

BREGEL & BREGEL, CHARTERED

By   
Wallace Dann  
2200 Arlington Building  
201 N. Charles Street  
Baltimore, Maryland 21201  
Tel: 539-2744  
Attorneys for William C. Worthington

I HEREBY CERTIFY that on this 27<sup>th</sup> day of June, 1973 a copy of the foregoing Motion was mailed to Robert R. Price, Jr., Esquire, 103 Lawyers Row, Centreville, Maryland 21617, Attorney for the Defendant.

  
Wallace Dann

27

DAVID C. BRYAN	*	IN THE
Assignee	*	
vs.	*	CIRCUIT COURT
WILLIAM C. WORTHINGTON, JR.	*	FOR
-and-	*	
ANNIE L. WORTHINGTON	*	QUEEN ANNE'S COUNTY
Mortgagors	*	No. 5324 Chy.
* * * * *	*	

ORDER

Upon the foregoing Motion of WILLIAM C. WORTHINGTON, JR. and the consent of ANNIE L. WORTHINGTON, Plaintiff, it is this 27th day of June, 1973, by the Circuit Court for Queen Anne's County, sitting in Equity,

ORDERED, that ROBERT R. PRICE, JR. and WALLACE DANN, Trustees, under the Order of this Court dated November 17, 1972, withdraw the deposit made by them in Brehm Building Association and divide the balance between ANNIE L. WORTHINGTON and WILLIAM C. WORTHINGTON, JR. equally, and;

*Subject, however, to the share of Annie L. Worthington, as provided in Criminal #1290.*  
It is further ordered that the Auditor's Account stated in

these proceedings be and the same is finally ratified and confirmed.

B. Nathan Turner Jr.  
JUDGE

I consent to the entry of the within Order

Robert R. Price Jr.  
Robert R. Price, Jr.

Wallace Dann  
Wallace Dann

David C. Bryan  
David C. Bryan

LAW OFFICES  
Bregel & Bregel,  
Chartered  
BALTIMORE, MD.

*Filed June 29, 1973*

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Tenth Day of August in the year nineteen hundred and Seventy, the following Petition To Sell Sleeper Farm was brought to be recorded, to wit:

IN THE MATTER OF THE	*	In the Circuit Court for
TRUST ESTATE FOR AND IN	*	Queen Anne's County
BEHALF OF MARIA MCKENNEY	*	in Equity
	*	
	*	No. 2947
	*	
	*	

PETITION TO SELL SLEEPER FARM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of M. Dorsey Wright, substituted trustee unto your Honors respectfully shows:

1. That your Petitioner granted to the State of Maryland, for the use of the Department of Forests and Parks, a written Option, dated February 26, 1970, subject to the approval of this Court, for the purchase of the tract of land or farm, comprising the entire corpus of this trust, known as the Sleeper Farm, situated in the Sixth Election District of Queen Anne's County, Maryland, containing 381.115 acres, more or less, as surveyed on November 24, 1909, at and for the sum of \$228,250.00, a copy of said Option Contract and Survey Plat, being filed herewith and prayed to be taken as a part hereof marked "Petitioner's Exhibit A".
2. That your Petitioner is now informed by the land acquisition division of the Maryland Department of Public Improvements that the Board of Public Works of Maryland, at a meeting held May 28, 1970, has approved the aforesaid Option and that as soon as title to the property has been examined and certified for the State your Petitioner will be requested to make arrangements for the final settlement.
3. That your Petitioner has power to sell, conferred by Item 3 of the will of William McKenney II, dated November 30, 1911, admitted to probate on June 14, 1921 and recorded among the will records of Queen Anne's County in Liber W.T. No. 1, folio 240, under which this trust was created, if upon proof a sale will be for the interest and advantage of the trust estate, the proceeds to remain subject to the trust.
4. That your Trustee desires hereby to make known and report to this Honorable Court that the purchase price of \$228,250.00 is, in his opinion, an excellent price for said real estate and that, in the judgment of your Petitioner, it would be advantageous and to the best interest of all persons interested in this trust estate that the sale made under said Option Agreement, which has been accepted as aforesaid, be approved by this Honorable Court.
5. That your Petitioner files herewith as a part of this petition, marked "Petitioner's Exhibit B" a sworn certificate of two owners of real estate in Queen Anne's County, who are familiar with real estate values in the locality of said farm, affirming that it would be advantageous and to the best interest of the trust estate to make said sale at the aforesaid price of \$228,250.00.
6. That your Petitioner engaged the services of John M. Ashley Jr., real estate broker of Centreville, Maryland, to assist him to negotiate the aforesaid Option price and terms and agreed with said broker, subject to the approval of this Court, that said broker and your Petitioner should be compensated from the proceeds of sale by the payment of commissions of 7-1/2% of said price, 1/2 to the Petitioner and 1/2 to said broker. Other fees for approval are to Howard Wood, for preparing various contracts and this Petition and exhibits, \$500.00, and the appraisers \$100.00 each.

Your Petitioner, therefore, prays this Honorable Court to pass a Decree approving said sale and authorizing and directing your Trustee to make settlement thereunder upon the terms set forth in said Option Agreement and that your Petitioner may be further authorized, directed and empowered, upon the payment of the entire purchase money in accordance with the Option Contract to grant and convey the said tract of land or farm unto the said purchaser by a good and sufficient deed, and further to compensate said real estate broker as well as your Petitioner by the payment of the commissions agreed upon as aforesaid.

Respectfully submitted,

M. Dorsey Wright, Substituted Trustee  
M. Dorsey Wright, Substituted Trustee

Howard Wood  
Howard Wood, Attorney  
for Petitioner

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

I hereby Certify that on this 19<sup>th</sup> day of June, 1970, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared M. Dorsey Wright, substituted Trustee, and made oath in due form of law that the matters and facts stated in the foregoing Petition are true and correct as therein set forth to the best of his knowledge and belief.

John C. ...  
1970

Charles ...  
Clerk

CONSENT

I, Maria M. McKenney, life beneficiary of the above-captioned Trust Estate, hereby Consent to the approval of the sale sought by the above Petition by entry of a decree of this Honorable Court as prayed.

Maria M. McKenney  
Maria M. McKenney

John C. ...  
1970

## OPTION CONTRACT

With the Department of Forests and Parks of the State of Maryland

THIS OPTION, Made this 26<sup>th</sup> day of February  
 in the year One Thousand Nine Hundred and seventy, by and between  
 M. Dorsey Wright, Substituted  
~~John McKenney, surviving trustee for Maria M. McKenney~~  
 % John Ashley, 107 Commerce Street  
 of Centreville, in the State of Maryland 21617  
 hereinafter called Optionor and the State of Maryland, for the use of the Department of Forests and  
 Parks, hereinafter called Optionee.

WITNESSETH, That in consideration of the sum of One Dollars (\$1.00) paid by said  
 Optionee to said Optionor, the receipt of which is hereby acknowledged by said Optionor, said Optionor  
 hereby grants unto said Optionee, its successors and assigns, the exclusive right or privilege of pur-  
 chasing the following property now owned by said Optionor and described as follows:

381.115 acres, more or less and improvements thereon, as surveyed  
by Van Routh and Weidner, Inc. on November 24, 1969. Plat attached.  
Land being in the 6th Election District of Queen Anne's County Maryland

and subject to the following conditions (list all outstanding or reserved mining or timber rights, rail-  
 road, public road or other rights of way, such as pipe line, telephone, electric transmission, and state  
 whether reserved by vendors or outstanding in third parties):  
 Approval of sale by Circuit Court for Queen Anne's County; legal effect of  
 recorded grants of easements to utility companies, State of Maryland and  
 County Commissioners of Queen Anne's County and water rights of others  
 respecting the stream running on or along said real estate.

at and for the price of (\$228,250.00)  
 lawful money of the United States of America. Two Hundred Twenty Eight Thousand Two Hundred Fifty Dollars.

Notice of Election by Optionee, its successors or assigns, to purchase the aforesaid property, shall  
 be in writing and shall be given to the Optionor, his heirs, personal representatives, successors or as-  
 signs, at same as above

Upon the giving of such Notice of Election by said Optionee, a period of ninety (90)  
 days shall be allowed the Optionee within which to ascertain the validity and marketability of the title of  
 said Optionor, and on or before the expiration of said ninety (90) days period, on demand of  
 the Optionee, the Optionor shall convey to the Optionee by special warranty deed, a good and market-  
 able fee simple title to the aforesaid property, free and clear of any and all liens or encumbrances.

All expenses for examination of title and conveyancing shall be paid by the Optionee.

The Optionor shall not mortgage, encumber or otherwise dispose of the aforesaid property or any  
 part thereof prior to the expiration of this option without first having obtained the prior written consent  
 of the Optionee, its successors or assigns, to do so.

All loss or damage to the aforesaid property or any improvements thereon by fire or other casualty  
 shall be at the risk of the Optionor, until a deed has been executed, delivered and accepted by the Optionee.

The Optionor hereby grants permission to the Optionee, its successors and assigns, and its agents or  
 employees to enter upon the aforesaid property for the purpose of surveying and examining said land  
 and the resources and facilities thereon.

The Optionor hereby agrees to give the Optionee full possession of the aforesaid property upon  
 delivery of the said deed and receipt of the said purchase money, unless special arrangements be made  
 at the time of settlement for taking possession of said property at a later date.

*Filed Aug 16, 1978*  
 PETITIONER'S EXHIBIT A

ADDENDUM

THIS ADDENDUM attached to and forming part of option contract dated February 26, 1970, for that tract of land containing 381.115 acres more or less in the Sixth Election District of Queen Anne's County

Anything in said option contract to the contrary notwithstanding, it is understood and agreed that there are no recorded grants of easement to utility companies, State of Maryland, and County Commissioners of Queen Anne's County, except:

1. An easement for the repair and maintenance of electric lines located on said property, which easement is dated August 8, 1952, and duly recorded among the Land Record Books for Queen Anne's County aforesaid in Liber T.S.P. No. 7, Folio 112.

2. A right of way in favor of the State Roads Commission of Maryland, dated June 1, 1932, and duly recorded in Liber B.H.T. No. 14, Folio 417, one of the Land Record Books for Queen Anne's County aforesaid.

*M. Dorsey Wright*

M. Dorsey Wright, Substituted Trustee  
for Maria M. McKenney

*Filed Aug 10, 1970*



This Option shall not be revocable for a period of ~~one year~~ ninety days from the date of this option and only thereafter be revocable by the Optionor giving thirty days prior written notice to the Optionee of termination. Notwithstanding the giving of such notice to the Optionee by the Optionor, the right to exercise the option by the Optionee shall remain in force for thirty days.

In the event the Optioner cannot convey a good and merchantable fee simple to the Optionee as aforesaid then the Optionee shall have the following rights:

1. The Optionee may permit the Optionor to take any action necessary to perfect his title and remove any legal grounds of objection to said title, at the sole cost and expense of the Optionor. Any such action must be completed within ninety days from the receipt of notice from the Optionee of such legal defect or defects in said title; or
2. The Optionee may take any and all such action as may be deemed necessary to perfect the title to the aforesaid property and any and all costs and expenses incurred in connection therewith shall be paid by the Optionor to the Optionee.

In the event the Optionee fails to elect to purchase the aforesaid property at the time and in the manner therein provided, he shall be deemed to have forfeited his right to do so, and all consideration which may have passed hereunder shall be forfeited to the Optionor.

In the event the Optionee elects to purchase the aforesaid property at the time and in the manner herein provided, all consideration paid hereunder shall be applied to the purchase price.

This Option shall be binding upon the parties hereto, and their respective heirs, personal representatives, successors and assigns and this Option contains the entire understanding between the parties hereto.

If more than one person, either Optionor or Optionee, joins in the execution of this Option, and if any party of the feminine sex, the relative words herein shall be read as if written in the plural, or in the feminine gender, as the case may be, and the words "Optionor" and "Optionee" where used herein shall be construed to include every and each of their heirs, executors, administrators, successors and assigns.

AS WITNESS, the hands and seals of the parties hereto.

WITNESSES:

M. DORSEY WRIGHT (SEAL)  
SUB. TRUSTEE  
FOR MARIA M. MCKENNEY

..... (SEAL)

..... (SEAL)

..... (SEAL)

DEPARTMENT OF FORESTS AND PARKS

By: .....

Approved by Board of Public Works of the State of Maryland on the      day of      , 19      .

.....  
Governor

.....  
Comptroller

.....  
Treasurer

ADDENDUM

THIS ADDENDUM attached to and forming part of option contract dated February 26, 1970, for that tract of land containing 381.115 acres more or less in the Sixth Election District of Queen Anne's County

Anything in said option contract to the contrary notwithstanding, it is understood and agreed that there are no recorded grants of easement to utility companies, State of Maryland, and County Commissioners of Queen Anne's County, except:

1. An easement for the repair and maintenance of electric lines located on said property, which easement is dated August 8, 1952, and duly recorded among the Land Record Books for Queen Anne's County aforesaid in Liber T.S.P. No. 7, Folio 112.

2. A right of way in favor of the State Roads Commission of Maryland, dated June 1, 1932, and duly recorded in Liber B.H.T. No. 14, Folio 417, one of the Land Record Books for Queen Anne's County aforesaid.

*M. Dorsey Wright*  
M. Dorsey Wright, Substituted Trustee  
for Maria M. McKenney

*Filed Aug 10, 1970*

IN THE MATTER OF THE  
TRUST ESTATE FOR AND IN  
BEHALF OF MARIA MCKENNEY

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

No. 2547

PETITIONER'S EXHIBIT B -  
CERTIFICATE OF VALUE

We, the undersigned, being first duly sworn according to law,  
do hereby depose and say as follows:

We are both land owners of Queen Anne's County, Maryland,  
Oliver C. Jones having recently retired from active farming and  
having been an active real estate broker for approximately thirty  
years in Queen Anne's County and F. Ashbury Bartlett, having been  
interested in the ownership and management of a farm or farms in  
Queen Anne's County, hereby certify that we are familiar with land  
values in said county, and in the Sixth Election District of said  
county, and with the tract of land or farm known as the Sleeper  
Farm, situate in the said Sixth Election District, containing  
321.115 acres of land, more or less, being the same real estate  
which comprises the corpus of the Trust Estate for Maria McKenney  
for life etc., under the will of William McKenney II, deceased,  
and that in our opinion, the price of \$228,250.00 now offered by  
the State of Maryland for said property, is a very good offer for  
said real estate, taking the present state of cultivation and con-  
dition of the buildings thereon into consideration, and that it  
would be to the interest and advantage of said Trust Estate to sell  
and convey said real estate pursuant to the abovementioned offer.

Witness our hands, this 18<sup>th</sup> day of June, 1970:

Oliver C. Jones  
F. Ashbury Bartlett

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

I hereby Certify, that on this 18<sup>th</sup> day of June, 1970, before  
me, the subscriber, the Clerk of the Circuit Court for Queen Anne's  
County, personally appeared Oliver C. Jones and F. Ashbury  
Bartlett and made oath in due form of law that the matters and facts  
stated in the foregoing Certificate of Value are true and correct  
as therein set forth to the best of their knowledge and belief.

Charles A. Bell  
Clerk

Filed June 10, 1970

Petitioner's Exhibit B

IN THE MATTER OF THE  
TRUST ESTATE FOR AND IN  
BEHALF OF MARIA MCKENNEY

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In the Circuit Court for  
Queen Anne's County  
in Equity  
No. 2947

CONSENT

I, William McKenney 3rd, contingent remainderman of the above-captioned Trust Estate hereby Consent to the approval by this Honorable Court of the sale of the Sleeper Farm pursuant to the Option Contract between M. Dorsey Wright, substituted Trustee for Maria M. McKenney, and the State of Maryland, for the use of the Department of Forests and Parks, dated February 26, 1970, filed as "Petitioner's Exhibit A" with the petition of said Trustee, for the sale of the Sleeper Farm.

*Reluctantly*

*William McKenney 3rd*  
William McKenney 3rd

*Filed Aug 18 1970*

IN THE MATTER OF THE  
TRUST ESTATE FOR AND IN  
BEHALF OF MARIA MCKENNEY

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

No. 2547

DECREE

The Petition under affidavit filed herein on *August 10,* 1970, with its accompanying copy of Option Contract, Certificate of Value and Consent, having been read and considered, IT IS, on this *18th* day of *August*, 1970, by the Circuit Court for Queen Anne's County and by the authority of this Court, ADJUDGED, ORDERED and DECREED, as follows:

1. This Court finds that it will be to the interest and advantage of this Trust Estate that the farm known as the Sleeper Farm, described by reference in the Petition, be sold and conveyed by the terms of the said Option Contract;

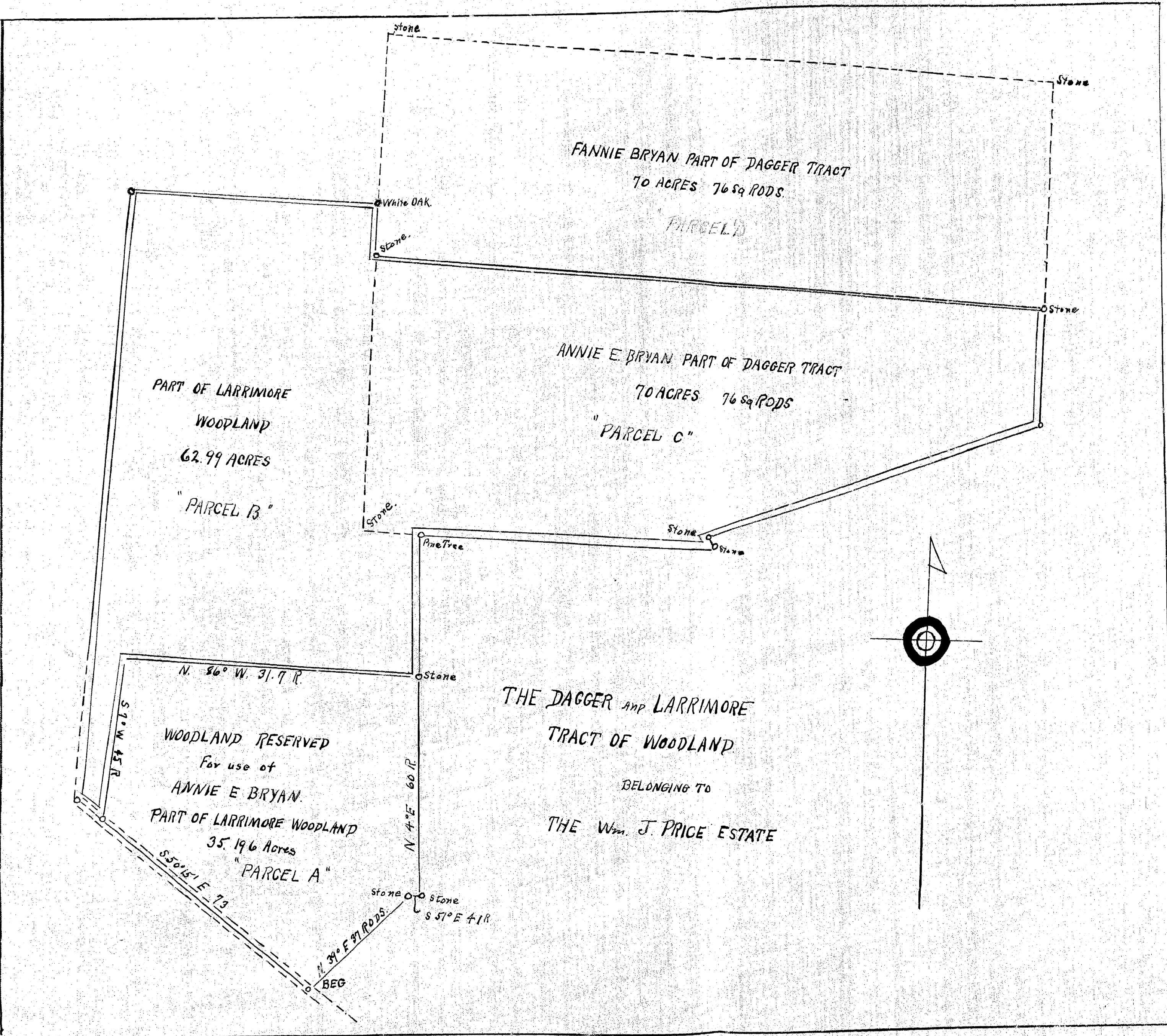
2. That M. Dorsey Wright, Substituted Trustee in this Cause, is hereby authorized, directed and empowered to make sale to the State of Maryland, for the use of the Department of Forests and Parks, of said tract of land or farm known as the Sleeper Farm at and for the sum of \$228,250.00, in accordance with the terms and conditions of said Option Contract, which is hereby approved, and upon full payment to him by cash, as expressed in said Option Contract, of the aforesaid purchase price, and not before, to grant and convey unto the said State of Maryland, for the use of the Department of Forests and Parks, in fee simple, the said tract of land or farm known as the Sleeper Farm, with its improvements and appurtenances.

3. That M. Dorsey Wright, Substituted Trustee, as aforesaid, shall pay from the cash proceeds of sale of said farm the costs of proceedings relating to said sale including commissions to himself and to John M. Ashley Jr., of  $7\frac{1}{2}\%$  of said price,  $1/2\%$  to each, to Howard Wood, Attorney, for advice and preparation of various contracts and for preparing this Petition, a fee of \$500.00, and to Oliver G. Jones and E. Ashbury Bartlett, for appraising this property, a fee of \$100.00 each, and shall invest the balance subject to the further orders of this Court in the premises and subject to the same devolution of title as if the proceeds of sale had remained land, provided that upon the collection of the proceeds of sale and passing of title, the Substituted Trustee shall file in these proceedings an additional bond, in the penalty of *\$228,250.00.*

*B. Hackett Turner*

Judge

*Filed Aug 18 1970*



THE DAGGER AND LARRIMORE  
TRACT OF WOODLAND  
BELONGING TO  
THE Wm. J. PRICE ESTATE