

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

CONSOLIDATED SECURITY SAVINGS &  
LOAN ASSOCIATION, INC., a body-  
corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Plaintiff

vs.

THOMAS CECIL DOWNES  
3609 Courtleigh Drive  
Randallstown, Maryland  
Individually and as  
Surviving Executor of  
the Estate of Charles  
B. Downes, Deceased

EDGAR B. ALLMON BOSLEY  
1206 E. Lakeview Drive  
Baltimore 18, Maryland

MARY BOSLEY  
3415 Northway Drive  
Baltimore 34, Maryland

JEANNETTE BOSLEY UCKER  
3021 Willoughby Avenue  
Baltimore, Maryland 21234

MRS. ROBERT F. BOSLEY  
4907 Herring Run Drive  
Baltimore, Maryland

NANCY BOSLEY, an infant  
4907 Herring Run Drive  
Baltimore, Maryland

ROBERT BOSLEY, an infant  
4907 Herring Run Drive  
Baltimore, Maryland

MRS. PITT P. BOSLEY  
3415 Northway Drive  
Baltimore, Maryland

JAMES P. BOSLEY, an infant  
4543 Keswick Road  
Baltimore 10, Maryland

Defendants

BILL OF COMPLAINT

Your Orator, Consolidated Security Savings & Loan Association, Inc. by Wood and Bryan, their Solicitors, complaining, says:

1. That it is presently the sole owner of a parcel of real estate situate, lying and being in the Fourth Election District of Queen Anne's County, in the State of Maryland, described as follows, according to a Plat and Certificate of Survey thereof by J. Metcalfe, Engineer, dated June, 1964, filed herein as Exhibit A:

ALL that lot or parcel of land situate, lying and being in Dominion, on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, easterly from the Little Creek Public Road, described by metes and bounds, courses and distances, according to a Certificate of Survey made by J. Metcalfe,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

CAUSE NO. 4717

Engineer, dated June, 1964, as follows: BEGINNING at a hub set at the southwesterly corner of the herein described lands and running by and with a division line herein established for the four (4) following courses and distances: South 73 degrees 30 minutes East, 125.00 feet to a hub; North 16 degrees 30 minutes East, 50.00 feet to a hub; North 73 degrees 30 minutes West, 125.00 feet to a hub; and South 16 degrees 30 minutes West, 50 feet to the point of beginning; containing in all 6250 square feet of land, more or less.

TOGETHER with privileges of ingress and egress in and over a 12 foot wide right of way for the herein described lands which is more particularly described as follows:

BEGINNING at a hub set at the northwesterly corner of the heretofore described lands and running, (1) thence by and with the McDaniel lands and also the lands of the Reverend James McMurray lot the two following courses and distances: North 16 degrees 30 minutes East, 78.00 feet to a hub with McDaniels; North 68 degrees 43 minutes West, 155.00 feet to a point on the center line of the Little Creek Public Road; (2) thence by and with the center line of the said Road, North 19 degrees 42 minutes East, 12.00 feet to a point; (3) thence by and with the said McDaniel lands the two following courses and distances, South 68 degrees 43 minutes East, 166.20 feet to a hub; South 16 degrees 30 minutes West, 89.00 feet to a hub set on the northerly line of the herein described lands; (4) thence by and with the said division line North 73 degrees 30 minutes West, 12.00 feet to the point of beginning.

2. That it is in actual peaceable possession of this parcel of land under a claim of right.

3. That no action at law or any proceeding in equity is pending to test the validity of Plaintiff's title, or any lien or encumbrance on this parcel.

4. That this property is a part of a tract of twelve acres and 35 perches which was purchased by Perry Johnson from Alexander C. Lowery and wife by deed dated September 13, 1879, recorded among the land records of Queen Anne's County in Liber J.W. No. 10, folio 147.

5. That the said Perry Johnson, by his Last Will and Testament, dated September 29, 1880, admitted to probate on January 25, 1887, and recorded among the Will Records of Queen Anne's County in Liber T.A.B. No. 2, folio 132, a certified copy of which is filed herewith as Exhibit B, devised this property to his son, Isaiah Johnson, in fee simple.

6. That the said Isaiah Johnson gave a mortgage secured by this property to James R. Ringgold and Charles W. Ringgold securing an indebtedness of \$174.14, which mortgage is dated December 4, 1885, and recorded among the land records of Queen Anne's County aforesaid in Liber S.C.D. No. 7, folio 523, a certified copy of which is filed herewith as Exhibit C, and which was assigned on February 20, 1886, to Charles B. Downes, said assignment is recorded among said land records at the foot of said mortgage; and the said Isaiah Johnson gave another mortgage on said property securing an indebtedness of \$153.00 to the said Charles B. Downes, which mortgage is dated May 24, 1889, and recorded among said land records in Liber W.D. No. 3, folio 154, a certified copy of which is filed herewith as Exhibit D.

7. That the said Charles B. Downes foreclosed the aforementioned mortgage dated May 24, 1889, said foreclosure proceedings being Cause No. 1063 on the Chancery Docket of this Court, entitled "Charles B. Downes vs. Isaiah Johnson"; at which foreclosure sale the reported purchaser is Charles B. Downes; and said sale after Order Nisi duly published was finally ratified and confirmed by Order of Court dated April 23, 1892.

8. The said Charles B. Downes departed this life sometime in the year 1922.

9. That there is not recorded among the land records of Queen Anne's County an conveyance from the said Charles B. Downes of this property, nor is this property included among the Inventory of Real Estate Filed in the Orphans' Court for Queen Anne's County as a part of the administration of the Estate of Charles B. Downes, deceased, and recorded among the Records of Inventories in said Orphans' Court in Liber W.T.B. No. 1, folio 122, a certified copy of which is filed herewith and marked Exhibit E, nor is the aforesaid unreleased mortgage dated December 4, 1885 from Isaiah Johnson to James R. Ringgold, et al., recorded among said land records in Liber S.C.D. No. 7, folio 523, and assigned on February 20, 1886 to the said Charles B. Downes, listed among the list of Mortgage and other Separate Debts, filed on August 4, 1925, as part of the administration of the Estate of Charles B. Downes, deceased, a certified copy of which is filed herewith and marked Exhibit F.

10. That a diligent search of the land records of Queen Anne's County has not disclosed any conveyances of this property by the Executors of the Estate of Charles B. Downes, deceased, or T. Cecil Downes, Lida Bosley or Fannie Price, his residuary devisees, all as designated in Items 43 and 44 of the Last Will and Testament of Charles B. Downes, dated November 27, 1917, admitted to probate on July 18, 1922, and recorded among the Will records of Queen Anne's County in Liber W.T.B. No. 1, folio 282, a certified copy of which is attached hereto as Exhibit G.

11. That there is recorded among the land records of Queen Anne's County aforesaid, in Liber B.H.T. No. 10, folio 481, a deed from Elizabeth Jones and John Jones, her husband, dated January 30, 1930, a certified copy of which is filed herewith as Exhibit H. This deed contains no deed title reference and the public records do not disclose any transfer of title to the grantors in this deed. Said property was subsequently sold by Oscar W. Tarr, Sheriff of Queen Anne's County, pursuant to a Writ of Fi. Fa. issued out of the Circuit Court for Queen Anne's County, and conveyed to T. Roland Carville by deed dated November 16, 1948, and recorded among said land records in Liber N.B.W. No. 2, folio 524, a certified copy of which is attached hereto as Exhibit I. Said property was subsequently conveyed by T. Roland Carville and Loleta Carville, his wife, to James McDaniel and Ruth McDaniel, his wife, by deed dated November 27, 1948, and recorded among said land records in Liber N.B.W. No. 2, folio 525, a certified copy of which is filed herewith as Exhibit J. Said property was subsequently conveyed by the said James McDaniel and Ruth McDaniel, his wife, to Lawson Odale Hill and Agnes Hill, his wife, by deed dated October 11, 1960, and recorded among said land records in Liber T.S.P. No. 57, folio 178, a certified copy of which is attached hereto as Exhibit K. Said property was subsequently conveyed by the said Lawson O. Hill and Agnes Hill, his wife, to your Orator by deed dated September 28, 1963, and recorded among said land records in Liber C.W.C. No. 3, folio 573, a certified copy of which is filed herewith as Exhibit L.

12. That among the aforesaid residuary devisees of the said Charles B. Downes, deceased, the said Fannie Price departed this life on February 5, 1949, and by her Last Will and Testament, duly probated, recorded among the Will Records of Baltimore City, Maryland in Liber 227, folio 473, a certified copy of which is attached hereto as Exhibit M, devised the rest, residue and remainder of her estate in equal parts unto Edgar B. A. Bosley, Lida B. Bosley, Robert F. Bosley, Jeanette P. Ucker, Mary Bosley and Pitt B. Bosley; and the said Lida Bosley departed this life on April 13, 1949, intestate and a resident of Baltimore City, Maryland, leaving as her heirs at law Edgar B. Allmon Bosley, a son, Mary Bosley, a daughter, Jeanette B. Ucker, a daughter, Robert F. Bosley, a son, and Pitt P. Bosley, a son.

13. That among the aforesaid heirs and heirs at law, the said Robert F. Bosley departed this life on August 23, 1954, intestate and without administration, a resident of Baltimore City, Maryland, leaving as his only heirs at law Mildred Bosley, his wife, Nancy Bosley, his infant daughter, and Robert Bosley, his infant son; and that the said Pitt P. Bosley departed this life on October 31, 1961, without administration and a resident of Baltimore, Maryland, leaving as his heirs at law Lucille Bosley, his wife, and James P. Bosley, an infant son.

WHEREFORE, your Orator prays that the parcel of real estate surveyed as aforesaid be declared to be its property absolutely free and clear of the claims of the heirs and devisees of the said Charles B. Downes, deceased; that it has the right of disposition of said lands; that the defendants be enjoined from asserting their claims by an action at law or otherwise; and that it may have such other and further relief as its case may require.

AND as in duty bound, etc.

WOOD AND BRYAN

By

*Daniel C. Bryan*

Solicitors  
119 Lawyers Row  
Centreville, Maryland  
Telephone 758-1643

*Filed Aug 3 1965*

12  
CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.  
From: Lawson O. Hill, etal

A lot, parcel or tract of land, situated lying and being in the Dominion, Kent Island, the 4th Election District of Queen Anne's County, State of Maryland, lying easterly from the Little Creek Public Road, and a part of the James & Ruth McDaniel Lands that were conveyed unto Lawson O. Hill by a deed dated 10/11/60 and recorded amongst the Land Record Books of Queen Anne's County in T.S.P. 57 - Folio 178. Being more particularly described as follows - That is to say: Beginning at a hub set at the southwesterly corner of the herein described lands and run by and with a division line herein established for the four (4) following courses and distances -

S73°33'E	125.00 ft. to a hub
N16°30'E	50.00 ft. to a hub
N73°30'W	125.00 ft. to a hub
S16°30'W	50 ft. to the point of beginning

Containing in all 6250 sq. ft. of land more or less

Together with privilege of ingress and egress in and over a 12 ft. wide right of way for the herein described lands that are set forth on a plat intended to be filed with this conveyance - and more particularly described as follows -

Beginning at a hub set at the northwesterly corner of the heretofore described lands and run

- (1) Thence by and with the McDaniel lands and also the lands of the Rev. James McMurray let the two following courses and distances -  
N16°30'E 78.00 ft. to a hub with McDaniels  
N68°43'W 155.00 ft. to a point on the center line of the Little Creek Public Road
- (2) Thence by and with the center line of the said Road  
N19°42'E 12.00 ft. to a point
- (3) Thence by and with the said McDaniel lands the two following courses and distances  
S68°43'E 166.20 ft. to a hub  
S16°30'W 89.00 ft. to a hub set on the northerly line of the herein described lands
- (4) Thence by and with the said division line  
N73°30'W 12.00 ft. to the point of beginning

J. Metcalf, Eng.  
Chestertown, Md.

Have the original tracing filed with your deed.

EXHIBIT A

*Filed Aug 3, 1965*

67

I have the honor to acknowledge the receipt of your letter of the 21st inst. in relation to the estate of the late John S. ... and to inform you that the same has been forwarded to the proper authorities for their consideration.

I have the honor to acknowledge the receipt of your letter of the 21st inst. in relation to the estate of the late John S. ... and to inform you that the same has been forwarded to the proper authorities for their consideration.

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July Aug 3 1965

EXHIBIT B

My dear Mother & my dear Sister  
 I received your kind letter of the 23<sup>rd</sup> inst. and  
 was glad to hear from you and  
 your dear children. I am well  
 and hope these few lines will  
 find you all the same. I have  
 been thinking much of late  
 and wondering how you all  
 are getting on. I hope you  
 are all well and happy. I  
 have not heard from you for  
 some time. I hope you are  
 all well and happy. I have  
 not heard from you for some  
 time. I hope you are all well  
 and happy. I have not heard  
 from you for some time. I  
 hope you are all well and  
 happy. I have not heard from  
 you for some time. I hope  
 you are all well and happy.

Queen's coronation, yet then came Alexander Stephens  
 on 22nd/1850  
 to opening, the three participating in trip to the Foreign  
 will not make talk on the Holy Scriptures of America  
 God, that they did see every Johnson on platform, however  
 Webster, began his answer to the foreign, that they  
 have their builded and harmonize, the promise to be his  
 look, that, and testament, that of the time of no doing,  
 he was to the best of their apprehension of a sound  
 desiring, that, (Heinory, and understanding, that they  
 regard their thence as witnesses to said notes, in the presence  
 of each other, in the presence of the states, and at the  
 request,

Wm S. Mendenhall, Mayor, Will



In the Orphans' Court for Queen Anne's County, Maryland, Sect.

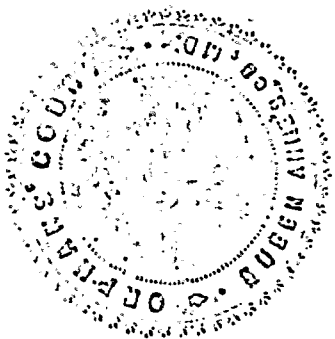
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of PERRY JOHNSON, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on October 20, 1880

and recorded in Liber T. A. B. No. 2 Folio 132

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 2<sup>nd</sup> day of June 1965.

J. E. Egan  
Register of Wills for Queen Anne's County, Maryland

4 Queen Anne's County, to wit: be it remembered that on the Eighth day of December in the year Eighteen hundred and Eighty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this fourth day of December in the year one thousand Eight hundred and Eighty five, by Isiah Johnson of Queen Anne's County, in the State of Maryland, Whereas, I, the said Isiah Johnson am justly indebted unto James B. Ringgold and Charles W. Ringgold of Kent Island Queen Anne's County State of Maryland in the sum of One hundred and seventy four dollars and fourteen cents, Now this mortgage witnesseth that, in consideration of the premises, and of the sum of one dollar, the said Isiah Johnson doth grant unto the said James B. Ringgold and Charles W. Ringgold in fee simple, all that lot of land situated on Kent Island Queen Anne's County, State of Maryland and containing Eight acres of land and described as follows, (Viz) Situated on Kent Island Crab Ally Neck adjoining the land of Henry A. Palmer on the north and on the East by the land of Miss Mary Wright and on the west by the lands of Thomas J. Thompson and Saml L. Jones and the Public Road, and on the South by the land of John Thomas Brown. 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 Isiah Johnson his heirs, Executors administrators or assigns, shall pay unto the said James B. Ringgold and Charles W. Ringgold the sum of One hundred and seventy four dollars and fourteen cents on or before the fourth day of December in the year Eighteen hundred and Eighty Six, and shall perform all the covenants and conditions herein on his part to be performed this mortgage shall be void and it is agreed that until default be made in the premises, the said Isiah Johnson shall possess the aforesaid property upon paying in the meantime, all taxes and assessments of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured which taxes and assignments mortgage debt and interest the said Isiah Johnson for his heirs, executors, administrators and assigns, doth hereby covenant to pay when legally demandable, but in case default be made in the payment of the mortgage debt aforesaid, when and as payable, or the interest thereon, which shall accrue or any part of either one of them, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall be due and demandable, and these presents are hereby declared to be made in trust, and it shall be lawful for the said James B. Ringgold and Charles W. Ringgold their executors, administrators and assigns or their hereby duly constituted attorney or agent or hereby authorized and empowered, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said mortgaged debt, interest and cost, and to grant and convey 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 day's notice of the time place, manner and terms of sale in some newspaper published once a week for three consecutive weeks in Queen Anne's County, which time, place, manner and terms of sale maybe such as said mortgagee, or those making such sale may determine; and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including a commission to whoever may make such sale, equal to such commissions as usually allowed on sales made under decrees of Courts of Equity in Maryland; secondly to the payment of all moneys owing hereunder, whether the same shall have then matured or not; and as to the balance to pay it over to the said Isiah Johnson his heirs assigns or whoever may be entitled to the same.

EXHIBIT C

*Filed Aug 3, 1965*

WITNESS my hand and Seal

TEST: to Isiah Johnson mark }  
SAML T. SKINNER }  
his  
ISIAH X JOHNSON (SEAL)  
mark

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

I hereby Certify that on this fourth day of December in the year one thousand Eight hundred and Eighty five, before the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Isiah Johnson and acknowledged the foregoing Mortgage to be his act.

SAML T. SKINNER J. P.

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

I hereby certify that on this fourth day of December in the year one thousand Eight hundred and Eighty five before the subscriber, a Justice of the Peace of the State of Maryland, in and for the county aforesaid, personally appeared James B. Ringgold and Charles W. Ringgold and made oath on the Holy Evangely of Almighty God that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Sworn before

SAML T. SKINNER J. P.

Queen Anne's County, to wit: be it remembered that on the Seventh day of June in the year Eighteen Hundred and Eighty Seven the following Assignment, of the foregoing Mortgage was brought to be recorded, to wit:

We hereby transfer and set over the within Mortgage to the use of Chas. B. Downes this 20th day of February 1886.

TEST: SAML T. SKINNER )  
J B RINGGOLD )  
CHARLES W. RINGGOLD )

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber S.C.D. No. 7, folio 523, 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 27th day of May in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

*Filed Aug 3, 1965*

5 Queen Anne's County, to wit: Be it remembered that on the Twenty eighth day of May in the year One Thousand eight hundred and eighty nine, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this 24<sup>th</sup> day of May 1889 by Isaiah Johnson of Kent Island, Queen Anne's Co., Md. Witnesseth, that in consideration of the sum of One hundred and sixty three dollars now due from me; the said Isaiah Johnson to Charles B. Downes; I, the said Isaiah Johnson do grant unto the said Chas. B. Downes all that Lot and parcel of ground situated in Crab Alley Neck, on Kent Island and containing eight acres of land more or less, and this being the same lot of land now held by Chas. B. Downes, and formerly owned by Perry Johnson who bought the same of Mr. Lowery, contained within the following metes and bounds. Bounded on North by lands of Jas. Kirwin, on East land of Mrs. McCready, west Thomas Thompson, South Jno. Thomas Brown - Provided that if the said Isaiah Johnson shall pay in three equal annual installments of one, two and three years from this date and the interest to be paid at time of making each payment, on the balance that remains unpaid, to the said Chas. B. Downes the sum of one hundred and sixty three dollars, with interest thereon from the date hereof according to the tenor of his promissory notes payable to the said Charles B. Downes or order on the 24<sup>th</sup> day of May of each year until whole amount is paid, then this Mortgage shall be void. And the said Isaiah Johnson for himself, his heirs and his personal representatives hereby covenants, that he will pay the aforesaid money, according to the tenor of the Notes aforesaid, and he further covenants and agrees with the said Charles B. Downes, his personal representatives and assigns, in like manner, that in default of payment of said Notes, or any one of them the said Charles B. Downes may enter upon and take possession of the property aforesaid:

Provided, that until default of payment of the said Notes or any one of them, the said Isaiah Johnson, shall possess the premises as of his present interest therein - and provided, that if default shall be made in the payment of money aforesaid, then it shall be lawful to the said Chas. B. Downes to sell the said Mortgaged premises at public auction, after giving at least twenty days public notice of the time, place and terms of sale in some newspaper of the County prior to the day of sale, and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale, and then to the payment of the said debt, and the surplus, if any, to pay to the said Isaiah Johnson.

Witness my hand and seal

his  
ISAIAH X JOHNSON (SEAL)  
mark

Test: Jno. R. Benton.

State of Maryland, Queen Anne's Co. Sct: I hereby certify that on this 24<sup>th</sup> day of May 1889, before me, the subscriber one of the Justices of the Peace of said State, in and for the County aforesaid, personally appeared Isaiah Johnson and acknowledged the foregoing, Mortgage to be his act, and at the same time and place also personally appeared Chas. B. Downes and made oath in due form of law, that the consideration maned in this Mortgage is true and bona fide as set forth.

Jno. R. Benton, J.P. (SEAL)

I, Chas. B. Downes, do hereby release the foregoing Mortgage - As Witness my hand and seal this 4<sup>th</sup> day of January 1898.

Witness

Chas B. Downes (SEAL)

Wm H. Cecil, Clerk

EXHIBIT D

*Filed Aug 3, 1965*

Foreclosure Proceedings No. 1063 Chancery.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber W.D. No. 3, folio 154, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th day of May in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

*Filed Aug 3, 1965*

A True and Perfect Inventory of all and singular the Real Estate of Charles B. Downs

late of Queen Anne's County, deceased, appraised by the subscribers, John P. [Signature]

jointly we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant of appraisal, and certificate thereon hereto annexed.

REAL ESTATE of the late Charles B. Downs.

PARCEL NO. 1. Lot of land improved by a two and one-half story frame dwelling house, known as the "Homs Property", being the property occupied as his residence by the said Charles B. Downs at the time of his death, situate on the west side of the public road leading from Stevensville to Love Point, in the town of Stevensville, adjoining on its north side Parcel No. 10, on its south side Parcel No. 2, and on its west side Parcel No. 8 and Parcel No. 9. Other improvements consist of stable, carriage house, implement house, tool house, dairy house, &c. \$3,500.00

PARCEL NO. 2. Lot of land improved by a two story frame dwelling house, known as the "Skinner Property" and now in the occupancy of T. Roland Carville, situate in the town of Stevensville, on the west side of the public road leading from Stevensville to Love Point, adjoining on its north side Parcel No. 1, on its south side the Lowery Property, and on its west side Parcel No. 7. Other improvement consists of a stable. 2,000.00

PARCEL NO. 3. Lot of land improved by a two story frame dwelling house, known as the "Bullen Property" and now in the occupancy of Charles Ewing, situate in the town of Stevensville, on the west side of the public road leading from Stevensville to Love Point, adjoining on its north side the Lee Property and on its south and west side Parcel No. 11. Other improvement consists of a blacksmith shop now in the occupancy of Leonard Harper. 1,300.00

PARCEL NO. 4. Lot of land improved by a two story frame dwelling house now in the occupancy of Zell Baxter, situate in the town of Stevensville, on the south side of the public road leading from Stevensville to Kent Narrows, adjoining on its south and east side the property of Hugh A. Legg and on its west side the John Lewis Property. 1,250.00

PARCEL NO. 5. Lot of land improved by a two story frame dwelling house now in the occupancy of Archie Hoxter, situate in the town of Stevensville, on the east side of the public road leading from Stevensville to Kent Point, adjoining on its north side Parcel No. 6, on its east side the property of Thomas R. Price, and on its south side the road or street known as Back Street. 750.00

PARCEL NO. 6. Lot of land improved by a one and one-half story frame dwelling house now in the occupancy of Henry Bokstorn, situate in the town of Stevensville, on the east side of the public road leading from Stevensville to Kent Point, adjoining on its north side the property of James B. Jones, on its east side the property of Thomas R. Price, and on its south side Parcel No. 6. 600.00

PARCEL NO. 7. Lot of land improved by a one and one-half story frame dwelling house (at present unoccupied), situate in the town of Stevensville, on the east side of Cockey's Lane, adjoining on its north side Parcel No. 8, on its east side Parcel No. 2, and on its south side the Lowery Property. 500.00

EXHIBIT E

Filed Aug 3, 1962

PARCEL NO. 8. Lot of land improved by a double one and one-half story frame dwelling house now in the occupancy of Charles Willoughby and Samuel Bullen, situate in the town of Stevensville, on the east side of Cockey's Lane, adjoining on its north side Parcel No. 9, on its east side Parcel No. 1, and on its south side Parcel No. 7.

700.00

PARCEL NO. 9. Lot of land improved by a one and one-half story frame dwelling house now in the occupancy of Ellis Grollman, adjoining on its north side Parcel No. 10, on its east side Parcel No. 1, and on its south side Parcel No. 8.

500.00

PARCEL NO. 10. Lot of land improved by a frame lumber shed, situate in the town of Stevensville, on the west side of the public road leading from Stevensville to Love Point, adjoining on its north side the property of Allen Dashiell, on its south side Parcel No. 1, and on its west side Cockey's Lane.

450.00

PARCEL NO. 11. Lot of land situate in the town of Stevensville, on the west side of the public road leading from Stevensville to Love Point, adjoining on its north side Parcel No. 3, on its south side the H. Clayland Legg Property, and on its west side the Calloway Property and the Baxter Property, and containing four acres of land, more or less.

1,000 00

PARCEL NO. 12. Lot of land situate in the town of Stevensville, on the north side of the new road leading from the Stevensville-Love Point road through the Bright Lots, adjoining on its east side the property of James Dashiell, on its west side the property of the Methodist Episcopal Church, and on its north side the property of John C. Norris, and containing one and one-half acres of land, more or less.

200.00

Parcel NO. 13. Building lots, situate at Love Point, Queen Annes County, Maryland, known as "The Ruth Lots"

300.00

TOTAL REAL ESTATE - - - - -

13050.00

We, the Subscribers, do certify that the foregoing is a just and true Inventory and valuation of all and singular the Real Estate of the said Charles B. Downs deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness our hands and seals this twenty-second day of August, in the year of our Lord one thousand nine hundred and twenty-two.

William P. Bishop  
John P. Ray  
Appraisers.

Amount of Appraisement \$ 13,050.00

Queen Anne's County, to wit:

On this Twenty-second day of August, 1922, same  
Thomas J. Keating & J. Frank Harper, Esq. on Oct. 13<sup>th</sup>, 1922  
Case P. Bill Downs, Executor, Charles B. Downs  
deceased, and made oath in due form of law, that the annexed and foregoing is a true and perfect inventory of all the Real Estate of said deceased, within this State, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased, in this State, they will return an additional inventory thereof.

Certified by William P. Bishop Register of Wills.

In the Orphans' Court for Queen Anne's County:

On this seventeenth day of October, 1922, the foregoing inventory was duly examined and passed by Court, and same ordered to be received, filed and recorded.

William P. Bishop Register of Wills.



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 INVENTORY OF REAL ESTATE in the estate of CHARLES B. DOWNS, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on October 17th, 1922  
and recorded in Liber W.T.B. No. 1 Folio 122  
in Record Book of INVENTORIES  
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 2nd day of June 19 65.

Joseph E. Somers  
Register of Wills for Queen Anne's County, Maryland

Filed Aug 3. 19 65  
LIBER 5 PAGE 17

In the Matter of the Adminis-  
 tration of the Estate of CHARLES  
 B. DOWNS, late of Queen Anne's  
 County, State of Maryland, de-  
 ceased.

In the Orphans' Court for  
 Queen Anne's County.

LIST OF MORTGAGES AND OTHER SEPERATE DEBTS

AN INVENTORY OF ALL THE MORTGAGES AND OTHER SEPERATE  
 DEBTS DUE TO CHARLES B. DOWNS, LATE OF QUEEN ANNE'S COUNTY, MARY-  
 LAND, DECEASED, AS APPEARS BY THE BOOKS AND PAPERS LEFT BY SAID  
 DECEASED, OR WHICH HAVE COME TO THE KNOWLEDGE OF T. CECIL DOWNS,  
 THOMAS J. KEATING AND J. FRANK HARPER, EXECUTORS OF THE SAID  
 CHARLES B. DOWNS, DECEASED, TO WIT:

Mortgage from Thomas Cooper to Charles B. Downs, dated December  
 3, 1906, and recorded in Liber S. S. No. 2, folios 327,  
 etc., a land record book for Queen Anne's County afore-  
 said, for the sum of, - - - - - \$ 150.00

Mortgage from John E. Sellers and Minnie B. Sellers, his wife,  
 to Charles B. Downs, dated September 18, 1905, and re-  
 corded in Liber J. E. G. No. 8, folios 300, etc., a land  
 record book for Queen Anne's County aforesaid, for the  
 sum of, - - - - - 700.00

Mortgage from John Perry Tolson to Charles B. Downs, dated Jan-  
 uary 10, 1908, and recorded in Liber S. S. No. 4, folios  
 313, etc., a land record book for Queen Anne's County  
 aforesaid, for the sum of, - - - - - 1,000.00

Mortgage from Elva Adele Hopkins and Daniel Hopkins, her husband,  
 and Lillian Mackey Tolson to Charles B. Downs, dated Aug-  
 ust 1, 1911, and record in Liber S. S. No. 10, folios  
 207, etc., a land record book for Queen Anne's County  
 aforesaid, for the sum of, - - - - - 500.00

Mortgage from Sarah V. L. Porter to Charles B. Downs, dated Dec-  
 ember 20, 1913, and recorded in Liber W. F. W. No. 4,  
 folios 394, etc., a land record book for Queen Anne's  
 County aforesaid, for the sum of, - - - - - 1,000.00

Mortgage from George O. Callaway and Clara C. Callaway, his wife,  
 to The Stevensville Bank of Maryland, and by The Stevens-  
 ville Bank of Maryland assigned to Charles B. Downs,  
 dated November 23, 1919, and recorded in Liber J. F. R.  
 No. 3, folios 336, etc., a land record book for Queen  
 Anne's County aforesaid, for the sum of \$5000.00. This  
 mortgage was foreclosed in Cause No. 2506, in the Circuit  
 Court for Queen Anne's County in Equity, and the net  
 amount realized by the said Executors from the proceeds  
 of the sale of the mortgaged property, as per audit  
 filed in said Cause No. 2506, is the sum of, - - - - - 2,912.21

*Filed Aug 3, 1965*

Mortgage from John Perry Tolson and Edna Tolson, his wife, to Charles B. Downs, dated May 29, 1920, and recorded in Liber J. F. R. No. 2, folios 554, etc., a land record book for Queen Anne's County aforesaid, for the sum of - - - - -	\$ 1,300.00
Mortgage from Minnie C. Coursey and Robert Coursey, her husband, to Charles B. Downs, dated June 1, 1920, and recorded in Liber J. F. R. No. 5, folios 1, etc., a land record book for Queen Anne's County aforesaid, for the sum of, - - - - -	1,000.00
Mortgage from John W. Eckstorm to Charles B. Downs, dated July 7, 1921, and recorded in Liber J. F. R. No. 7, folios 141, etc., a land record book for Queen Anne's County aforesaid for the sum of \$1800.00, on which the balance due on principal at the time of the death of the said Charles B. Downs was the sum of, - - - - -	1,600.00
Mortgage from George E. Callaway and Mary E. Callaway, his wife, to Charles B. Downs, dated December 1, 1921, and recorded in Liber J. F. R. No. 8, folios 49, etc., a land record book for Queen Anne's County aforesaid, for the sum of, - - - - -	1,000.00
Promissory note of The Stevensville Bank of Maryland to the order of Charles B. Downs, dated February 1, 1922, and payable six months after date, for the sum of, - - - - -	5,000.00
Promissory note of John M. Cockey to the order of Charles B. Downs, dated January 20, 1922, and payable six months after date, for the sum of, - - - - -	1,500.00
Promissory note of William L. Downey to the order of Charles B. Downs, dated February 25, 1922, and payable six months after date, for the sum of, - - - - -	2,000.00
Promissory note of G. Lynda Bryan to the order of Charles B. Downs, dated March 14, 1922, and payable six months after date, for the sum of, - - - - -	25.00
Promissory note of James T. Bright, maker, and Mamie S. Bright, Charles Q. Snyder and John M. Perry, sureties, to the order of Charles B. Downs, dated January 20, 1922, and payable six months after date, for the sum of, - - - - -	1,500.00
Promissory note of Benjamin Harrison Bright to the order of Charles B. Downs, dated February 1, 1922, and payable six months after date, with interest from date, (and is referred to in ITEM EIGHTEEN of the Will of the said deceased), for the sum of, - - - - -	245.00
<b>TOTAL AMOUNT OF MORTGAGES AND OTHER SPERATE DEBTS.</b>	<b>\$21,432.21</b>

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of

Charles B. Downs, late of Queen Anne's County aforesaid, deceased, return the foregoing list of mortgages and other separate debts due the said Charles B. Downs.

T. Cecil Downs

Thomas J. Keating

J. Frank Harper

Executors of the last will and testament of Charles B. Downs, late of Queen Anne's County, Maryland, deceased.

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

I HEREBY CERTIFY that on this third day of August, in the year nineteen hundred and twenty five, before me, the subscriber, the Register of Wills for Queen Anne's County, Maryland, personally appeared T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased, and each made oath in due form of law that the foregoing is a true and perfect inventory of all the mortgages and other separate debts due to the said Charles B. Downs, deceased, which have come to their knowledge, and that they will well and truly charge themselves with all and every such debt or debts and mortgages as shall come to their hands or possession.

Thomas P. Bishop  
Register of Wills for Queen Anne's  
County, Maryland.

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 afore-  
going is a true copy of List of Mortgages and Sperate Debts in the estate of  
CHARLES B. DOWNS, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on August 4th, 1925

and recorded in Liber W.T.B. No. 3 Folio 100

in Record Book of Inventories

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 2nd  
day of June 19 65.

James E. Sande  
Register of Wills for Queen Anne's County, Maryland

*Filed Aug 3, 1965*

LIBER

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I, Charles B. Downs, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament, in manner following, that is to say:-

ITEM ONE. I do will and direct that my Executors hereinafter named shall pay, out of my personal estate, all my just debts and funeral expenses as soon after my death as shall be consistent with law; and I do further will and direct that my said Executors shall purchase and have erected at my grave and also at the grave of my second wife, Ida V. Downs, tombstones like, both in style and quality, those which I have had erected at the grave of my first wife, by the side of whose grave I desire to be buried, and I desire and request that my said Executors shall look after and keep in order my burial lot.

ITEM TWO. I do hereby give and bequeath to Annie M. Jones, wife of Jerome S. Jones, the sum of One Thousand Dollars (\$1,000.00).

ITEM THREE. I do hereby give and bequeath to Mollie Hampton the sum of Two Hundred Dollars (\$200.00).

ITEM FOUR. I do hereby give and bequeath to my nephew, J. Denny Downs, the sum of Five Hundred Dollars (\$500.00).

ITEM FIVE. I do hereby give and bequeath to James Downs, son of my said nephew, J. Denny Downs, the sum of Two Hundred Dollars (\$200.00).

ITEM SIX. I do hereby give and bequeath to my cousin, J. Harry Tolson, the sum of Two Hundred Dollars (\$200.00).

ITEM SEVEN. I do hereby give and bequeath to my niece, Clara Calloway, the sum of Four Hundred Dollars (\$400.00).

ITEM EIGHT. I do hereby give and bequeath to my half-niece, Estelle Herbert, the sum of Five Hundred Dollars (\$500.00).

ITEM NINE. I do hereby give and bequeath to Gene Herbert, daughter of my half-niece, Estelle Herbert, the sum of Two Hundred Dollars (\$200.00).

ITEM TEN. I do hereby give and bequeath to my half-nephew, Arthur B. Carter, the sum of Five Hundred Dollars (\$500.00).

ITEM ELEVEN. I do hereby give and bequeath to my half-niece, Nellie Carter, the sum of Five Hundred Dollars (\$500.00).

ITEM TWELVE. I do hereby give and bequeath to my half-niece, Sallie Carter, the sum of Five Hundred Dollars (\$500.00).

ITEM THIRTEEN. I do hereby give and bequeath to Roland Carter, son of the said Arthur B. Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM FOURTEEN. I do hereby give and bequeath to Arthur Carter, son of the said Arthur B. Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM FIFTEEN. I do hereby give and bequeath to Ruth Carter, daughter of the said Arthur B. Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM SIXTEEN. I do hereby give and bequeath to Elizabeth Carter, daughter of the said Arthur B. Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM SEVENTEEN. I do hereby give and bequeath to James T. Bright the sum of Five Hundred Dollars (\$500.00), and in addition thereto, if the said James T. Bright's note to me for the sum of Four Hundred Dollars (\$400.00), which I hold and which is secured by a mortgage from him to me, has not been paid at the time of my death, I release and discharge the said James T. Bright from the payment of the whole of said note and of any part of the same remaining unpaid at the time of my death, and I hereby direct my said Executors to deliver the said note to the said James T. Bright and to release said mortgage, which mortgage bears date December 29th, 1902, and is recorded in Liber J. E. G. No. 4, folios 301, &c., a land record book for Queen Anne's County aforesaid.

ITEM EIGHTEEN. I do hereby give and bequeath to Benjamin Harrison Bright the sum of One Thousand Dollars (\$1,000.00), and in addition thereto, if his note to me for the sum of Two Hundred and Forty Five Dollars (\$245.00) which I now hold has not been paid at the time of my death, I release and discharge the said Benjamin Harrison Bright from the payment of the whole of the said note and of any part of the same remaining unpaid at the time of my death, and I hereby direct my said Executors to deliver the said note to the said Benjamin Harrison Bright.

ITEM NINETEEN. I do hereby give and bequeath to Annie Cockey, wife of Arthur Cockey, the sum of Five Hundred Dollars (\$500.00).

ITEM TWENTY. I do hereby give and bequeath to Ola Carter, wife



of Frederick Carter, the sum of Five Hundred Dollars (\$500.00).

ITEM TWENTY ONE. I do hereby give and bequeath to Loleta Carville, wife of T. Roland Carville, the sum of Two Hundred Dollars (\$200.00); and I also give and bequeath to the said Loleta Carville my piano.

ITEM TWENTY TWO. I do hereby give and bequeath to Charles M. Bright, son of James B. Bright, deceased, the sum of Five Hundred Dollars (\$500.00).

ITEM TWENTY THREE. I do hereby give and bequeath to Mollie Downs, wife of my deceased brother, Benjamin Downs, the sum of One Thousand Dollars (\$1,000.00).

ITEM TWENTY FOUR. I do hereby give and bequeath to Katherine Price, niece of my first wife, the sum of Two Hundred Dollars (\$200.00).

ITEM TWENTY FIVE. I do hereby give and bequeath to my cousin, Sue Tolson, the sum of Two Hundred Dollars (\$200.00).

ITEM TWENTY SIX. I do hereby give and bequeath to my cousin, Charles E. Tolson, the sum of Two Hundred Dollars (\$200.00).

ITEM TWENTY SEVEN. I do hereby give and bequeath to my cousin, Sudler C. Tolson, the sum of Two Hundred Dollars (\$200.00).

ITEM TWENTY EIGHT. I do hereby give and bequeath to my cousin, William D. Tolson, the sum of Two Hundred Dollars (\$200.00).

ITEM TWENTY NINE. I do hereby give and bequeath to the children of my niece, Clara Calloway, living at the time of my death, the sum of One Thousand Dollars (\$1,000.00), to be divided equally between them.

ITEM THIRTY. I do hereby give and bequeath to my friend, Adele Hopkins, wife of Daniel Hopkins, the sum of Two Hundred Dollars (\$200.00).

ITEM THIRTY ONE. I do hereby give and bequeath to my friend, Mary Forman, daughter of Ezekiel M. Forman, of Centreville, Maryland, the sum of One Hundred Dollars (\$100.00).

ITEM THIRTY TWO. I do hereby give and bequeath to my friend, Helen M. Munroe, of Centreville, Maryland, the sum of One Hundred Dollars (\$100.00).

ITEM THIRTY THREE. I do hereby give and bequeath to my friend, B. Hackett Turner, of Centreville, Maryland, the sum of One Hundred Dollars (\$100.00).

ITEM THIRTY FOUR. I do hereby give and bequeath to my niece, Clara Calloway, my oil portrait of myself.

ITEM THIRTY FIVE. I do hereby give and bequeath to Ola Carter, wife of Frederick Carter, the portrait of my first wife.

ITEM THIRTY SIX. I do hereby give and bequeath to Gertrude Gibson, wife of Mordecai T. Gibson, the portrait of my second wife, Ida V. Downs.

ITEM THIRTY SEVEN. I do hereby give and bequeath to W. H. Clay

Hexter, of Stevensville, Maryland, my number ten breech loading gun.

ITEM THIRTY EIGHT. I do hereby give and bequeath to Charles H. Heath, colored, who has lived with me and served me faithfully for a great number of years, should the said Charles H. Heath be living at the time of my death, the sum of Five Hundred Dollars (\$500.00); and also my wearing apparel, my carpenter's tools, tool chest, and all my farming implements, including dearborn, buggy, cart, plow gear and all harness; and if the said Charles H. Heath be not living at the time of my death, the said sum of Five Hundred Dollars (\$500.00) and all of the said property in this Item bequeathed to the said Charles H. Heath shall be and become a part of the rest, residue and remainder of my estate and property and shall pass under Item Forty Three of this will as a part of the said rest, residue and remainder of my estate and property.

ITEM THIRTY NINE. I do hereby give and bequeath to my friend, Maria E. Bryan, who now resides at my home in Stevensville, Maryland, the sum of Five Hundred Dollars (\$500.00) in cash, all the furniture in the room in my said home occupied by her as her bedroom, including bedstead, mattress and bed covering, one feather bed and the other large portrait of myself.

ITEM FORTY. I do hereby give and bequeath to my nephew, T. Cecil Downs, in trust for my said friend, Maria E. Bryan, as herein-after set forth, the sum of Eight Thousand Dollars (\$8,000.00), that is to say:- in trust and confidence to have, hold, invest, reinvest, collect, manage and control the said sum of Eight Thousand Dollars (\$8,000.00), and to take, receive and collect the interest, profits and income thereof and therefrom, and to pay over the net interest, profits and income thereof and therefrom to my said friend, Maria E. Bryan, for and during the term of her natural life, and I direct that

the said net interest, profits and income be paid to the said Maria E. Bryan semi-annually during the said period of her natural life; and if the said net interest, profits and income shall be insufficient for the proper and reasonable support, maintenance and comfort of the said Maria E. Bryan, I do hereby will and direct that there shall be paid to her, the said Maria E. Bryan, out of the principal of the said sum of Eight Thousand Dollars (\$8,000.00) herein bequeathed to the said T. Cecil Downs in trust as aforesaid, a sum not exceeding the sum of One Hundred Dollars (\$100.00) during any one calendar year; and upon the death of the said Maria E. Bryan this trust shall cease and terminate, and from and after the death of the said Maria E. Bryan, I do hereby give and bequeath the said principal sum of Eight Thousand Dollars (\$8,000.00), or so much thereof as shall remain after the payment thereof to the said Maria E. Bryan of the amounts hereinbefore authorized and directed to be paid to her annually, to my said nephew, T. Cecil Downs, and my niece, Lida Bosley, to be equally divided between them, share and share alike, absolutely.

ITEM FORTY ONE. I do hereby give and bequeath to Forrest Downs and Evelyn Downs, children of my said nephew, T. Cecil Downs, all my household and kitchen furniture, including beds, bedding, silver and plated ware, china ware, glass ware, pictures and bric-a-brac, (but not including my piano, the portraits of myself and of my two deceased wives, or the articles hereinbefore bequeathed in this will to Maria E. Bryan).

ITEM FORTY TWO. I do hereby authorize, empower and direct my said Executors hereinafter named, and the survivors and survivor of them, as soon after my death as may be convenient, to sell all the real estate of which I may die seized and possessed, either at public or private sale, at such time or times, for such price or prices and

upon such terms, as to my said Executors and the survivors and survivor of them may seem best in their judgment, and to grant and convey the same to the purchaser or purchasers thereof, his, her and their heirs and assigns, free from all liability on the part of the purchaser or purchasers for or on account of the application of the purchase money; and I will and direct that my personal estate, not specifically bequeathed by me in this will, after the payment thereof of my just debts and funeral expenses and the costs of administration, shall be first applied to the payment of the pecuniary legacies bequeathed by me in this will, and if the said personal estate shall not be sufficient to pay all of the said pecuniary legacies in full, I do hereby direct that whatever amount may be necessary to complete the payment in full of the said pecuniary legacies shall be paid by my said Executors out of the net proceeds arising from the said sales of my said real estate hereinbefore in this Item directed to be sold by them; and I do hereby will and direct that the balance of the said net proceeds arising from the said sales of my said real estate, remaining after the payment of the costs and expenses incident to the making of said sales and after the payment of so much thereof as may be necessary to complete the payment in full of the said pecuniary legacies as above set forth, shall be and become a part of the rest, residue and remainder of my estate and property and shall pass under Item Forty Three of this will as a part of the rest, residue and remainder of my estate and property.

ITEM FORTY THREE. All the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, (including in said rest, residue and remainder the net proceeds arising from the sales of all real estate hereinbefore in Item Forty Two of this will directed

to be sold by my said Executors remaining after the payment of the costs and expenses incident to the making of said sales and after the payment of so much thereof as may be necessary to complete the payment in full of the pecuniary legacies bequeathed by me in this will), I do hereby give, devise and bequeath to my nephew, T. Cecil Downs, my niece, Lida Bosley, and my niece, Fannie Price, absolutely and in fee simple, in the following proportions, that is to say:- to the said T. Cecil Downs a two-fifths part thereof, to the said Lida Bosley a two-fifths part thereof, and to the said Fannie Price a one-fifth part thereof.

ITEM FORTY FOUR. I do hereby name, constitute and appoint my nephew, T. Cecil Downs, and my two friends, Thomas J. Keating and J. Frank Harper, and the survivors and survivor of them, to be the Executors of this my last will and testament, and I do hereby revoke all other wills and testaments and codicils heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this *twenty-seventh* day of November, in the year nineteen hundred and seventeen:-

*Charles B. Downs*

SEAL

Signed, sealed, published and declared by the above named testator, Charles B. Downs, as and for his last will and testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

*Geo. E. Sarge*  
*Wm. K. K...*

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

On the eleventh day of July A. D. 1912  
came J. Stetson Ralph Custodian of the within and foregoing  
instrument of writing, purporting to be the last will and testament of Charles B.  
Downs

late of Queen Anne's County, deceased, and made oath, in  
due form of law, that the foregoing is the true and whole Will of said deceased, that has come to  
his hand and possession, and that he does not know, nor has he heard of any other  
and that he received the same from safe-deposit box, deceased  
at Annapolis, National Bank of Maryland  
on or about the eleventh day of July A. D. 1912

Sworn before William T. Bishop  
Register of Wills of Queen Anne's County, Md.

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

On this eighteenth day of July in the year nine-  
teen hundred and twenty two, came J. Stetson Ralph of Queen  
Anne's County, State of Maryland, a credible witness of lawful age, and  
made oath in due form of law that he was well acquainted with John E. George  
and with William McKenney, the subscribing witnesses to the aforesaid last  
will and testament of Charles B. Downs, late of Queen Anne's County afore-  
said, deceased; that he is well acquainted with the hand writing and sig-  
nature of the said John E. George, who departed this life some time in the  
year nineteen hundred and eighteen, that the name of the said John E.  
George, appearing on said last will and testament as that of one of the sub-  
scribing witnesses thereto, is in the hand writing of the said John E.  
George and that it is the true and genuine signature of the said John E.  
George; that he is well acquainted with the handwriting and signature of said  
William McKenney, who departed this life some time in the year nineteen  
hundred and twenty one, that the name of the said William McKenney, ap-  
pearing on said last will and testament as that of one of the subscribing  
witnesses thereto, is in the handwriting of the said William McKenney and  
that it is the true and genuine signature of the said William McKenney;  
and the said J. Stetson Ralph further made oath in due form of law  
that he was well acquainted with the said testator, Charles B. Downs, and  
with the handwriting and signature of the said Charles B. Downs, and that  
the name of the said Charles B. Downs appearing on said last will and testa-  
ment as the testator thereof is in the handwriting of the said Charles B.  
Downs and is the true and genuine signature of the said Charles B. Downs.

Sworn in open Court:  
TEST:- William T. Bishop  
Register of Wills for Queen Anne's County,  
Maryland.

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

On this eighteenth day of July in the year nine-  
teen hundred and twenty two, came J. Samuel Roberts of Queen  
Anne's County, State of Maryland, a credible witness of lawful age, and  
made oath in due form of law that he was well acquainted with John E. George  
and with William McKenney, the subscribing witnesses to the aforesaid last  
will and testament of Charles B. Downs, late of Queen Anne's County afore-  
said, deceased; that he is well acquainted with the handwriting and sig-  
nature of the said John E. George, who departed this life some time in the  
year nineteen hundred and eighteen, that the name of the said John E.  
George, appearing on said last will and testament as that of one of the sub-  
scribing witnesses thereto, is in the handwriting of the said John E. George  
and that it is the true and genuine signature of the said John E. George;  
that he is well acquainted with the handwriting and signature of the said  
William McKenney, who departed this life some time in the year nineteen  
hundred and twenty one, that the name of the said William McKenney, appear-  
ing on said last will and testament as that of one of the subscribing wit-  
nesses thereto, is in the handwriting of the said William McKenney and that  
it is the true and genuine signature of the said William McKenney; and  
the said J. Samuel Roberts further made oath in due form of law that  
he was well acquainted with the said testator, Charles B. Downs, and with  
the handwriting and signature of the said Charles B. Downs, and that the  
name of the said Charles B. Downs appearing on said last will and testament  
as the testator thereof is in the handwriting of the said Charles B. Downs  
and is the true and genuine signature of the said Charles B. Downs.

Sworn in open Court:  
TEST:- William T. Bishop  
Register of Wills for Queen Anne's County, Mary-

I, Charles E. Downs, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my last will and testament bearing date the twenty seventh day of November, in the year nineteen hundred and seventeen, which said last will and testament I desire to alter as hereinafter expressed, now therefore I do make, publish and declare this to be a Codicil to my said last will and testament, in manner following, that is to say:-

ITEM ONE. I do hereby revoke the bequest of Five Hundred Dollars (\$500.00) made by me to my half-niece, Estelle Herbert, in Item Eight of my said last will and testament; and in place and stead of said bequest of Five Hundred Dollars, I do now hereby give and bequeath to my said half-niece, Estelle Herbert, the sum of Two Hundred Dollars (\$200.00).

ITEM TWO. I do hereby revoke the bequest of Five Hundred Dollars (\$500.00) made by me to my half-niece, Nellie Carter, in Item Eleven of my said last will and testament; and in place and stead of said bequest of Five Hundred Dollars, I do now hereby give and bequeath to my said half-niece, Nellie Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM THREE. I do hereby revoke the bequest of Five Hundred Dollars (\$500.00) made by me to my half niece, Sallie Carter, in Item Twelve of my said last will and testament; and in place and stead of said bequest of Five Hundred Dollars, I do now hereby give and bequeath to my said half-niece, Sallie Carter, the sum of Two Hundred Dollars (\$200.00).

ITEM FOUR. I do hereby revoke the bequest of Two Hundred Dollars (\$200.00) made by me to Roland Carter, son of Arthur E. Carter, in Item Thirteen of my said last will and testament.

ITEM FIVE. I do hereby revoke the bequest of One Thousand Dollars (\$1,000.00) made by me to Benjamin Harrison Bright in Item Eighteen of my said last will and testament; and in place and stead of said bequest of One Thousand Dollars, I do now hereby give and bequeath to the said



Benjamin Harrison Bright the sum of Five Hundred Dollars (\$500.00).

ITEM SIX. I do hereby give and bequeath to Helen Bright, daughter of James T. Bright, the sum of Two Hundred Dollars (\$200.00).

ITEM SEVEN. I do hereby ratify and confirm my said last will and testament bearing date the twenty seventh day of November, in the year nineteen hundred and seventeen, in all respects except as herein altered or modified by this Codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 18<sup>th</sup> of day of March, in the year nineteen hundred and nineteen:-

Charles B. Downs 

Signed, sealed, published and declared by the above named testator, Charles B. Downs, as and for a Codicil to his last will and testament bearing date the twenty seventh day of November, nineteen hundred and seventeen, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto:-

John C. Morris  
William E. Breeding

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

On the eighteenth day of July 1864  
came *John C. Morris and William E. Beeding*

of *first lodges to it*  
subscribing witnesses to the foregoing ~~last~~ Will and Testament of *Charles B. Dawne*  
late of Queen Anne's County, deceased, and made oath in due form  
of law, that they did see the Testator sign and seal said Will; that they heard him publish,  
pronounce and declare the same to be his *last* Will and Testament, and that at the time of his so  
doing he was, to the best of *their* apprehension, of sound and disposing mind, memory and  
understanding; and that *they* together with

*Codice* subscribed their names as wit-  
nesses to said ~~will~~, at his request in his presence and in the presence of each other.

Suorn in open court.  
Test:

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

I, Charles B. Downs of Queen Annes County in the State of Maryland, being of sound and disposing mind, memory and understanding, having made my last will and testament bearing date November 27th, in the year nineteen hundred and seventeen, and having made a Codicil to said last will and testament, which said Codicil bears date March 18th, in the year nineteen hundred and nineteen, and which said last will and testament, bearing date as aforesaid, and said Codicil, bearing date as aforesaid, I now desire to alter as hereinafter expressed, now therefore I do make, publish and declare this to be a Second Codicil to my said last will and testament and said Codicil, in manner following, that is to say:-

Item 1 - I do hereby give and bequeath unto Bright Kelley and Maud White, son and daughter, respectively, of Laura J. Kelley, deceased, the sum of Five hundred Dollars to be equally divided between them - each to receive two hundred and fifty dollars.

Item 2 - I do hereby give and bequeath unto John Norman, Harry Norman, James P. Norman and Laura White, children of Annie V. Norman, deceased, the sum of Five hundred Dollars to be equally divided between them - each to receive one hundred and twenty-five Dollars.

Item 3 - I do hereby confirm and ratify my said last will and testament, bearing date November 27th, in the year 1917, and the said Codicil thereto, bearing date March 18th, in the year 1919, in all respects except as herein by this Second Codicil altered or modified.

In testimony whereof, I have hereunto subscribed my name and affixed my seal this 16<sup>th</sup> day of March, in the year nineteen hundred and twenty-one.

Charles B. Downs, (SEAL)

Signed, sealed, published and declared by the above named testator, Charles B. Downs, as and for a Second Codicil to his last will and testament, bearing date November 27th, 1917, and to his Codicil to said will bearing date March 18th, 1919, in the presence of us, who, at his request, in his presence, and in the presence of each other have hereunto subscribed our names as witnesses thereto.

J. Richard Lovitt

Wm. B. Tolson

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

On the eighteenth day of July 1927  
came W. Roland Carville and Wm. S. Galen

of Sears Lodge to Charles B. Downs  
subscribing witnesses to the foregoing last Will and Testament of

late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with

subscribed their names, as witnesses, to said Will, at his request, in his presence and in the presence of each other.

Shown in open court.  
Test.

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

ORDER OF COURT ADMITTING WILL TO PROBATE.

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

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Charles B. Downs late of Queen Anne's County, deceased, together with two Codicils having been exhibited for Probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased;

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to their validity, orders and decrees, this eighteenth day of July A. D. 1927 that the same be admitted in this Court as the true and genuine last Will and Testament and also true and genuine Codicils of the said Charles B. Downs deceased.

W. H. Hopper Garrison  
John P. Carlow  
Chas. E. Garrison  
Judges of the Orphans' Court for Queen Anne's County.

In the Orphans' Court for Queen Anne's County, Maryland, Si

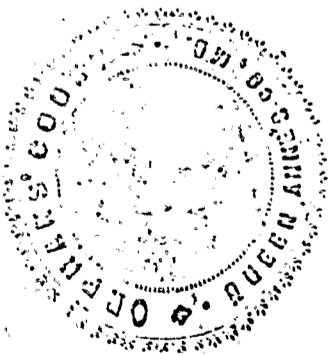
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of the last Will and Testament and Codicils (2) thereto of  
CHARLES B. DOWNS, late of Queen Anne's County, Maryland, deceased,

as filed and passed in this office on July 11, 1922

and recorded in Liber W.T.B. No. 1 Folio 282, etc.

in Record Book of WILLS

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my

name and affix the seal of my office this 24

day of June 1965.



Register of Wills for Queen Anne's County, Maryland

*Filed Aug 3, 1965*

LIBER 5 PAGE 37

.....  
#14,093. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 5th. day of February, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

9 THIS DEED, made this 30th. day of January, in the year nineteen hundred and thirty, by Elizabeth Jones and John Jones, her husband, of Baltimore City, in the State of Maryland, but Elizabeth being now in Queen Anne's County, in the State of Maryland, for the purpose of executing this Deed.

WITNESSETH, That in consideration of the sum of Four Hundred Dollars, the receipt whereof is hereby acknowledged, the said Elizabeth Jones and John Jones, her husband, do hereby grant and convey unto William H. Thomas of said Queen Anne's County, in the said State of Maryland, in fee simple, All that lot or lots, pieces or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and on the East side of the public road leading down to the public landing from Harry Jones store in Dominion, and bounded on the South by the lands of Jesse Lee, and on the North by the lands of Hester Dunn bought of Roxy Ann Brown, and the land intended to be herein conveyed are the two lots that were willed by Perry Johnson to his son Isaiah Johnson, in his Will dated Sept. 29th. 1880, and probated January 25, 1887, and recorded in the Will Record Books for Queen Anne's County, in Liber T. A. B. No. 2, pages 132 etc., and therein devised in two parts one of five acres and one of three acres, making eight acres in all, to which will and the references therein especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

TOGETHER WITH the buildings and improvements thereupon, and all the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

And the said Elizabeth Jones and John Jones, her husband, covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of title thereto as may now be or hereafter become requisite or necessary.

AS WITNESS OUR HANDS AND SEALS.

TEST: as to Elizabeth Jones.  
L. Peterman.

Elizabeth x. Jones  
(Her mark) by R.G. Ehrman (SEAL)

Test: as to John Jones.  
L. Peterman.

John x. Jones  
(His mark) by R.G. Ehrman (SEAL)

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 30th. day of January, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, legally commissioned and qualified, personally appeared Elizabeth Jones and did acknowledge the foregoing Deed to be her act and Deed.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Notary  
Public  
Seal.

Raymond G. Ehrman  
Notary Public.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 30th. day of January, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, legally qualified and commissioned, personally appeared John Jones, and did acknowledge the foregoing Deed to be his act. In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Notary  
Public  
Seal.

Raymond G. Ehrman  
Notary Public.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber B.H.T. No. 10, 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 26th day of May in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

EXHIBIT H

*Filed Aug 3, 1965*

10

.....  
#27,441. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on this Twenty First day of February, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent Int.  
Rev. Stamps. Endorsed JPS 2/21/49.

One-One Dollar Ten Cent Recordation  
Tax Stamp. Endorsed JPS 2/21/49.

This Deed made this 16th day of November, in the year one thousand nine hundred and forty-eight, by me, Oscar W. Tarr, Sheriff of Queen Anne's County, State of Maryland.

WITNESSETH: That, by virtue of an execution issued out of the Circuit Court for Queen Anne's County, Maryland, and dated the 9th day of September, 1948, in the case of John M. Norman vs. William H. Thomas and Lollie Thomas, I, the said Oscar W. Tarr, as Sheriff of said County, have sold to T. Roland Carville, the following property:

ALL that lot or lots, pieces or parcels and tract of land, containing Eight (8) Acres, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, in Crab Alley Neck near Dominion, located on the east side of the public road leading down to the Public Landing at Little Creek from Harry Jones Store in Dominion, and bounded on the south by the lands of Jessie Lee, and on the north by the lands of Hester Dunn (bought of Roxy Ann Brown), the land hereby described being two lots of land devised by Perry Johnson to his son, Isaiah Johnson, by Will dated September 29th, 1880, probated January 25th, 1887, and recorded among the Will Records of Queen Anne's County in Liber T. A. B. No. 2, folio 132, said land being devised in two parts, one tract containing five (5) acres and the other tract containing three (3) acres, making Eight (8) Acres in all.

Being the same property conveyed to William H. Thomas by Elizabeth Jones by deed dated January 30th, 1930, and recorded among the land records of Queen Anne's County in Liber B. H. T. No. 10, folio 481. Note: Lollie Thomas is wife of Wm. H. Thomas.)

*Filed Aug 3, 1965*

EXHIBIT I

*March 9, 1949. Stoneville, Md.*



NOW, THEREFORE, THIS DEED WITNESSETH: That I, the said Oscar W. Tarr, do hereby grant unto the said T. Roland Carville, all the right and title of William H. Thomas and Lollie Thomas, in and to said hereinbefore described property.

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 T. Roland Carville, his heirs and assigns, in fee simple, forever.

WITNESS the hand and seal of said Grantor.

TEST:

PAUL B. SMITH  
Paul B. Smith.

OSCAR W. TARR (SEAL)  
Oscar W. Tarr,  
Sheriff.

STATE OF MARYLAND )

COUNTY OF QUEEN ANNE'S, )

to wit:

I HEREBY CERTIFY, that on this 16th day of November, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Oscar W. Tarr, Sheriff of Queen Anne's County, Maryland, and he acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

Notary  
Public  
Seal.

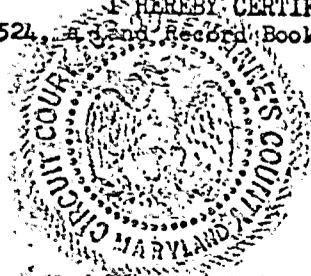
PAUL B. SMITH  
Paul B. Smith,  
Notary Public.

My Commission Expires May 2, 1949

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. No. 2, folio 52, and 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 26th day of May in the year nineteen hundred and sixty-five.



*Filed Aug 3, 1965*

Charles W. Cecil  
LIBER 5 PAGE 41 Clerk

.....  
#27,442. QUEEN ANNE'S COUNTY, TO WIT: Be  
it remembered that on this Twenty First day of February, in the year nineteen hundred and  
forty nine, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent Int.  
Rev. Stamps. Endorsed JPS.

One-One Dollar Ten Cent Recordation  
Tax Stamp. Endorsed JPS 2/21/49.

This Deed made this 27th day of November, in the year one thousand nine  
hundred and forty-eight, by T. Roland Carville, and Loleta E. Carville, his wife, of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of the sum of Ten Dollars and  
other good and valuable considerations, the receipt whereof is hereby acknowledged, the  
said T. Roland Carville and Loleta E. Carville, his wife, do hereby grant and convey  
unto James McDaniel and Ruth McDaniel, 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 lots, pieces or parcels and tract of land, containing  
Eight (8) Acres, situate, lying and being on Kent Island, in the Fourth Election District  
of Queen Anne's County, Maryland, in Crab Alley Neck near Dominion, located on the east  
side of the public road leading down to the Public Landing at Little Creek from Harry  
Jones' Store in Dominion, known as "The William H. Thomas Property", and also known as  
the "Isaiah Johnson Property", and bounded on the south by the lands of or formerly of  
Jessie Lee, and on the north by the lands of or formerly of Hester Dunn (bought of Roxy  
Ann Brown), the land hereby described being two lots of land devised by Perry Johnson to  
his son, Isaiah Johnson, by Will dated September 29th, 1880, probated January 25th, 1887,  
and recorded among the Will Records of Queen Anne's County in Liber T. A. B. No. 2, folio  
132, said land being devised in two parts, one tract containing five (5) acres and the  
other tract containing three (3) acres making Eight (8) Acres in the whole tract hereby

526

conveyed.

Being the same property conveyed to William H. Thomas by Elizabeth Jones by deed dated Jan. 30, 1930, recorded in Liber B. H. T. No. 10, folio 481; and being the same property conveyed by Oscar W. Tarr, Sheriff, to T. Roland Carville, by deed dated November 16th, 1948, and intended to be recorded among the land records of Queen Anne's County preceding the recording of this deed, to which last mentioned deed and the references therein contained, reference is hereby specially made.

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 James McDaniel and Ruth McDaniel, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

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

WITNESS the hands and seals of said Grantors.

TEST:

BARNES LEGG

T. ROLAND CARVILLE (SEAL)  
T. Roland Carville

BARNES LEGG

LOLETA E. CARVILLE (SEAL)  
Loleta E. Carville

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

I HEREBY CERTIFY, that on this 27th day of November, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Roland Carville and Loleta E. Carville, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Notary  
Public  
Seal.

BARNES LEGG  
Notary Public.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. No. 2, folio 525, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th day of May in the year nineteen hundred and sixty-five.



Charles W. Cecil  
Clerk

*Filed Aug 3, 1965*

#45.014 RECEIVED FOR RECORD Oct. 13, 1960

12 This Deed made this 11th day of October,

in the year one thousand nine hundred and sixty, by James McDaniel  
and Ruth McDaniel, his wife, of Queen Anne's County, Maryland.

**WITNESSETH:** That, in consideration of the sum of One Hundred and Fifty Dollars, the receipt whereof is hereby acknowledged, the said James McDaniel and Ruth McDaniel, his wife, do hereby grant and convey unto Lawson O'Neil Hill and Agnes Hill, 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: <sup>in or near Dominion</sup>  
ALL that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, located on the east side of, but not adjacent to the public road leading down Crab Alley back to Little Creek Landing, bounded on the north by a 12 foot wide access road or lane, bounded on the east and south by other lands of James and Ruth McDaniel, and bounded on the west by the lands of Rev. James McMurray, and being more particularly described as follows, to wit:

**BEING:** for the same at a point on the south side of said 12 foot wide <sup>etc</sup> access road or private entrance lane, leading easterly off the Little Creek public road past the property of James and Ruth McDaniel and the property of the Rev. James McMurray, where the west line of this lot and the east line of the McMurray property intersect said south side of said access road or private entrance lane, and running thence with the McMurray lot in a southerly direction a distance of one hundred and twenty-five feet (125 feet) to a point; thence with the lands of James and Ruth McDaniel in an easterly direction and parallel with said access road or private entrance lane a distance of fifty (50) feet to a point; thence with lands of James and

Ruth McDaniel in a northerly direction and parallel with the first line of this property a distance of one hundred and twenty-five (125) feet to the south side of said access road or private entrance lane; and thence with the south side of said road or lane in a westerly direction and parallel with the second line of this lot a distance of fifty (50) feet to the place of beginning, containing 6,250 square feet of land, more or less.

Being part of the lands conveyed unto James and Ruth McDaniel by T. Roland and Lolita E. Carville by deed dated Nov. 27th, 1948, recorded in Land Liber N.B.W. No. 2, folio 525.

(no title examination.)



TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. AND TOGETHER with a right of way of ingress and egress over, on and upon a twelve (12) foot (wide) access road or private entrance lane, to and from said lot to the Public Road leading down Crab Alley Neck to Little Creek, for all lawful purposes whatsoever with team or vehicle or on foot, and motor vehicles.

TO HAVE AND TO HOLD said lot and parcel of land, and premises, above-described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Lawson Odale Hill and Agnes Hill, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said James and Ruth McDaniel, the Grantors herein,

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 hand and seal of said Grantor.

TEST:

Helen E. Pardee  
Helen E. Pardee

Helen E. Pardee  
Helen E. Pardee

James McDaniel (SEAL)  
James McDaniel

Ruth McDaniel (SEAL)  
Ruth McDaniel

(SEAL)

(SEAL)

STATE OF MARYLAND,  
COUNTY OF QUEEN ANNE'S,

to wit:

I HEREBY CERTIFY, that on this 11th 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 James McDaniel and Ruth McDaniel, his wife, the grantors herein, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Helen E. Pardee  
Helen E. Pardee,  
Notary Public.

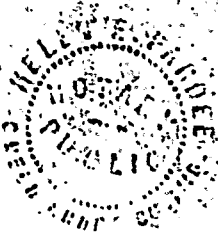


EXHIBIT K  
Filed Aug 3, 1963

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 178 a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the circuit Court for Queen Anne's County, this 26th day of May in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

*Filed Aug 31 1965*

13  
FEE - SIMPLE DEED - CODE - City or County - 66

Re 3555 RECEIVED FOR RECORD Oct. 21 1963

NO TITLE EXAMINATION. NO CONSIDERATION. NO STAMPS REQUIRED.

This Deed, Made this 24th day of September

in the year one thousand nine hundred and sixty-three, by and between LAWSON O. HILL and AGNES HILL, his wife

of County of Queen Anne's in the State of Maryland, of the first part, and

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., A Body Corporate

of the second part.

Witnesseth, that 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 LAWSON O. HILL and AGNES HILL, his wife

do grant and convey unto the said CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., A Body Corporate, its successors

here and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in Queen Anne's County, State of Maryland, aforesaid, and described as follows, that is to say:—

~~XXXXXXXXXX~~

BEING all that lot or tract containing 6,060 square feet, more or less, in the Fourth Election District of Kent Island, State of Maryland.

BEING also the same lot of ground which was, by deed dated October 11, 1960 and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber T. S. P. 57, folio 178, conveyed by James McDaniel and Ruth McDaniel, his wife to the above Grantors.

EXHIBIT L

Filed Aug 3, 1963 LIBER 3 PAGE 573

Original mailed to Hunter's: 210 Crain Highway N. W.  
7th Fl., 1963  
Arling Branch, Md.

LIBER 5 PAGE 47

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., A Body Corporate, its successors**

hereby and assigns, in fee simple.

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

Witness the hand<sup>s</sup> and seal<sup>s</sup> of said grantor<sup>s</sup>.

TEST:

*J. Hamilton* As To Both

*Lawson O. Hill* (SEAL)  
Lawson O. Hill  
*Agnes Hill* (SEAL)  
Agnes Hill

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this 27<sup>th</sup> day of September in the year one thousand nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Lawson O. Hill and Agnes Hill, his wife

the above named grantor s, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.



My commission expires 5/3/65.

*J. Robert Hamilton*  
Robert Hamilton 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. 3, folio 573, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name  
and affix the seal of the Circuit Court for Queen  
Anne's County, this 26th day of May in the year  
nineteen hundred and sixty-five.

Charles W. Cecil

Clerk

*Filed Aug 3, 1965*

LAST WILL AND TESTAMENT

- OF -

FANNIE PRICE

\* \* \* \* \*

14

I, Fannie Price, wife of the late Jos. P. Price, and now residing at 1761 Darley Avenue, Baltimore, Maryland, being of sound and disposing mind and capable of executing a good and valid deed or contract, do make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills or codicils heretofore by me made.

I hereby direct my hereinafter named Executors to bury my body (next to my late husband, Joseph P. Price) in the cemetery lot, and to erect therein a small monument on two sides of which shall be inscribed the name "PRICE," and also a footstone similar to that of my late husband and inscribed "Fannie Price, Born April 20, 1875; Died \_\_\_\_\_." The cost of which above mentioned monument and stone shall be in such an amount as my said Executors shall deem proper. After payment of all my just debts and funeral expenses, which shall be in such an amount as my hereinafter named Executors shall deem proper, I give, devise and bequeath all of my property of whatsoever description, whether real, personal or mixed, wheresoever situated, in the way and manner hereinafter described following, that is to say:

1. I hereby give, devise and bequeath to my nephew, Edgar B. A. Bosley, residing at 1206 Lakeside Avenue, Baltimore, Maryland, all of my household and kitchen furniture, implements and utensils of all kinds, absolutely, in kind.

2. I hereby give, devise and bequeath to Edgar Fulton Bosley, son of Edgar B. A. Bosley, seven and one-half (7½) shares of Belnord Amusement Company Preferred Stock, absolutely, in kind.

EXHIBIT M

*Filed Aug 3 1965*

3. I hereby give, devise and bequeath to Donald B. Bosley, son of Edgar B. A. Bosley, seven and one-half ( $7\frac{1}{2}$ ) shares of Belnord Amusement Company Common Stock, absolutely, in kind.

4. I do hereby fully authorize and empower my hereinafter named Executors to sell at public or private sale all the rest and residue of my property, whether real, personal or mixed, and wheresoever located, and distribute the cash proceeds as follows:

(a) I give, absolutely, to Edgar B. A. Bosley one-fifth ( $\frac{1}{5}$  or 20%) of all the residue of my estate mentioned in this paragraph (#4).

(b) Out of the remaining four-fifths ( $\frac{4}{5}$  or 80%) I give to T. Cecil Downes, residing at 2405 Harlem Avenue, Baltimore, Maryland, One Hundred Dollars (\$100.00) absolutely; and to Evelyn Downes Conner and Cecil Forrest Downes, children of T. Cecil Downes, each One Hundred Dollars (\$100.) absolutely.

(c) The balance remaining from paragraph (b) I direct my Executors to divide into five (5) equal portions or parts. I hereby give, devise and bequeath of this balance remaining:

To Lida B. Bosley, residing at 2034 N. Washington Street, Baltimore, Maryland, one part, absolutely;

To Robert F. Bosley, residing at 6300 Eunice Avenue, Baltimore, Maryland, one part, absolutely;

To Jeanette P. Ucker, residing at 3021 Willoughby Road, Baltimore County, Maryland, one part, absolutely;

To Mary Bosley, residing at 2034 N. Washington Street, Baltimore, Maryland, one part, absolutely;

To Pitt P. Bosley, residing at 2034 N. Washington Street, Baltimore, Maryland, one part, absolutely.

5. I hereby appoint Edgar B. A. Bosley and James Harford Pyle, to be my Executors under this my Last Will and Testament, and request that they be excused from the necessity of giving bond as such Executors.

6. I hereby fully authorize and empower my said Executors and the survivor of them at any time or times and for such purpose or purposes as may be deemed best and without previous application to or order from the Orphans' Court of Baltimore City or any other Court under whose jurisdiction they may administer my estate on such terms and for such consideration as my said Executors deem proper or advisable, to sell at public or private sale, lease, exchange and/or mortgage all or any part of my estate, real or personal, without obligation on the part of any one dealing with said Executors to see to the application of any purchase money or other consideration passing to them, to vote in person or by proxy with or without power of substitution upon all stocks or other securities constituting a part of my estate, and to compromise, adjust and settle claims of or against my estate in such manner and on such terms as my said Executors deem advisable.

AS WITNESS my hand and seal this 10th day of July, 1940.

FANNIE PRICE (SEAL)  
Fannie Price

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

2034 N. WASHINGTON ST. LIDA B. BOSLEY

2200 GARRISON BLVD. M. BOWMAN HOOD

FIRST CODICIL  
TO LAST WILL AND TESTAMENT  
OF  
FANNIE PRICE.

I, Fannie Price, wife of the late Joseph P. Price, and now residing at 1761 Darley Avenue, Baltimore, Maryland, being of sound and disposing mind and capable of executing a good and valid deed or contract, do make, publish and declare this as and for the first Codicil to my Last Will and Testament dated the 10th day of July, 1940.

1. I hereby revoke paragraph two of the said Last Will and Testament in which I direct my Executors to give, devise, and bequeath unto Edgar Fulton Bosley, son of Edgar B. A. Bosley, seven and one-half ( $7\frac{1}{2}$ ) shares of Belnord Amusement Company Preferred Stock, absolutely, in kind;

2. I hereby add a new paragraph to my said Last Will and Testament instead of the said hereinbefore revoked paragraph two do read as follows: "I hereby give, devise and bequeath unto Edgar Fulton Bosley, son of Edgar B. A. Bosley Seven Hundred Fifty Dollars (\$750.00) in cash, absolutely";

3. I hereby revoke that part of paragraph four b of the said Last Will and Testament wherein I directed my Executors to give unto Evelyn Downes Conner and Cecil Forrest Downes, children of T. Cecil Downes, the sum of One Hundred Dollars (\$100.00), absolutely;

4. Except as herein modified, I hereby ratify and confirm in all other particulars my said Last Will and Testament.

IN TESTIMONY WHEREOF I have signed my name and affixed my seal to this, the First Codicil to my Last Will and Testament this 6th day of November, 1946.

FANNIE PRICE (SEAL)  
Fannie Price

Signed, sealed, published and declared as and for the First Codicil to her Last Will and Testament by Fannie Price in the presence of us, who, at her request and in her presence and in the presence of each other have subscribed our names as witnesses there-  
to.

MRS. SUSAN GOLLERY (SEAL)

Address: 1759 DARLEY AVE.

MRS. LIDA B. BOSLEY (SEAL)

Address: 2034 N. WASHINGTON ST.

Baltimore City, ss.

On the 18th day of February, 19 49.

came Lida B. Bosley

and

M. Bowman Hood

the two subscribing witnesses to the foregoing last Will and Testament of Fannie Price

late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they, ~~know~~ with

subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

SWORN TO before the Subscriber.

~~XXXX~~

JOHN H. BOUSE

*Register of Wills for Baltimore City.*

- 2 -

LIBER

5 PAGE 55

Baltimore City, ss.

On the 18th day of February, 1949, came James Harford Pyle, Attorney.

and made oath in due form of law, that he does not know of any Will or Codicil of Fannie Price late of said City, deceased, other than the above instrument of writing, and that he received the same from the Testatrix at the time of their execution, and retained them in his custody until filed this day with the Register of Wills for Baltimore City; and that the said Fannie Price departed this life

on the 5th day of February, 1949.

SWORN TO before the Subscriber.

~~XXXX~~

JOHN H. BOUSE  
Register of Wills for Baltimore City.

Baltimore City, ss.

On the 18th day of February, 1949, came Mrs. Susan Gollery

and

Mrs. Lida B. Bosley

the two subscribing witnesses to the foregoing Codicil to the last Will and Testament of Fannie Price

late of said City, deceased, and made Oath in due form of law, that they did see the Testatrix sign and seal this Codicil; that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament; that at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding; that they ~~XXXX~~ rather with

subscribed their names as witnesses to this Codicil in her presence at her request; and in the presence of each other.

Sworn to before the Subscriber.

~~XXXX~~

JOHN H. BOUSE  
Register of Wills for Baltimore City.



**In the Orphans' Court of Baltimore City:**

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Fannie Price, late of Baltimore City, deceased, together with the Codicil thereunto attached, and also evidence adduced as to its validity, Orders and Decrees, this 25th day of February, 1949, that the same be admitted in this court as the true and genuine last Will and Testament and Codicil of the said Fannie Price, deceased.

JOHN H. BOUSE  
Register of Wills for Baltimore City.

2000-7-64

167



**State of Maryland,**

**BALTIMORE CITY, ss.**

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of Last Will and Testament and Codicil

of

Fannie Price, late of said city, deceased, together with proofs and probate thereof, etc.,

taken from Wills Liber J.H.B. No. 227, Folio No. 473, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.



In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 30th day of November, in the year of our Lord nineteen hundred and Sixty-four.

Leroy C. Shaughnessy  
Register of Wills for Baltimore City.

8000-8-43

Filed Aug 3, 1965

212

LIBER

5 PAGE 57

## Circuit Court For Queen Anne's County

## EQUITY SUMMONS:

September Return DayFile No. 4717Docket C.W.C.#1, fol. 104

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

TO: Thomas Cecil Downes  
 3609 Courtleigh Drive  
 Randallstown, Maryland  
 Individually and as Surviving Executor of  
 the Estate of Charles B. Downes, Deceased

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  
 Consolidated Security Savings & Loan Association, Inc., a body corporate  
 210 Crain Highway, N.W.  
 Glen Burnie, Maryland

Issued the 3rd day of August 1965

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
 ADDRESS: Centreville, Maryland  
Telephone 758-1643

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 21,  
 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed August 12, 1965

Chy. No. 4717

Received  
M.M. Fort  
Sheriff of E  
Robert R

Consolidated Security Savings  
& Loan Association Inc.

vs.  
Thomas Cecil Downes, et al.

Summons to be served on  
Thomas Cecil Downes

3609 Antelope Dr

8/10/65  
JRM:cat

NON EST.  
Sept. 11, 1965  
EDWARD G. MUELLER  
SEAF. H.L.T.O. CO.

Defendant is in Redwood  
man having been  
sent out with the  
Summons

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 4717

Docket C.W.C.#1, fol. 104

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

TO: Mary Bosley  
3415 Northway Drive  
Baltimore 34, Maryland

S.P. 8/9/65 (25)

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

Consolidated Security Savings & Loan Association, Inc., a body corporate  
210 Grain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

Charles W. Cost

(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 Sept. 21,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 19, 1965

Summoned Mary Bosley and a copy of the Process with a copy of the Bill of Complaint left with the Defendant on the 9th day of August 1965 in the presence of George L. Lel

Fees \$4.00

Frank J. Kelly

8/9/65 - 5:45 pm.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day  
File No. 4717  
Docket C.W.C.#1, folio 104

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

TO: Mrs. Pitt P. Bosley  
3415 Northway Drive  
Baltimore, Maryland

del. 8/9/65 25

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 Consolidated Security Savings & Loan Association, Inc., a body corporate 219 Crain Highway, N.W. Glen Burnie, Maryland

Issued the 3rd day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

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 Sept. 21, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 19, 1965

Summons Mrs Pitt P. Bosley and a copy of the Process  
With a copy of the Bill of Complaint left with the Defendant  
on the 9th day of August 1965 in the presence of Merged Ltd

*Jess & Co*

*John D. Deby  
Sheriff*

*8/9/65 5:45 pm*

*18*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 4717

Docket C.W.C. No. 1, fol. 104

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

TO: Edgar B. Allmon Bosley - LAKESIDE  
1206 E. Lakeview Drive  
Baltimore 18, 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  
Consolidated Security Savings & Loan Association Inc., a body corporate  
210 Grain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd. day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

*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 Sept. 21,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Aug. 19, 1965*

LIBER

5 PAGE 61

Summoned Edgar Allmon<sup>(Bosley)</sup> and a copy of the Process with a copy of the Bill of Complaint left with the Defendant on the 9<sup>th</sup> of August, 1965 in the presence of Herald J. Murphy.

Fees \$4.00

Frank J. Pely  
Sheriff.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

19

September Return Day  
File No. 4717  
Docket C.W.C.#1, folio 104

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

TO: Jeannette Bosley Ucker  
3021 Willoughby Avenue  
Baltimore, Maryland 21234

BALTIMORE  
COUNTY

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

Consolidated Security Savings & Loan Association Inc., a body corporate  
210 Grain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd. day of August 1965

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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 Sept. 21, 1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 20. 1965

Sherriff Report <sup>111</sup> Summed &  
Copy, West new notes

~~Indorsement~~ ad in Jeannette Brasly Gubow in  
this 14<sup>th</sup> day Aug. 1965  
Filed 4<sup>th</sup> Edward G. Mueller

70

CONSOLIDATED SECURITY SAVINGS &  
LOAN ASSOCIATION, INC., a body  
corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland  
Plaintiff

vs.

THOMAS CECIL DOWNES  
3909 Courtleigh Drive  
Randallstown, Maryland,  
Individually and as Surviving  
Executor of the Estate of  
Charles B. Downes, deceased,  
et al

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO.

REQUEST FOR ADDITIONAL SUMMONS

Mr. Clerk:

Please reissue the summons for Thomas Cecil Downes, one of  
the defendants, at Ridgeway Manor Nursing Home, Baltimore County,  
Baltimore 28, Maryland, and make the same returnable on the October  
return day.

WOOD AND BRYAN

By David C. Bryan

Filed Aug. 30. 1965

## Circuit Court For Queen Anne's County

## EQUITY SUMMONS:

21

September Return Day

File No. 4717

Docket C.W.C. #1, fol. 104

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

TO: Robert Bosley, an infant  
4907 Herring Run Drive  
Baltimore, 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

Consolidated Security Savings & Loan Association, Inc., a body corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd. day of August 19 65

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

## ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

*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 Sept. 21,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept. 9. 1965*



From Est.  
Gumpky.

Frank J. Delz.  
Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

32

September Return Day

File No. 4717

Docket C.W.C. No. 1, fol.104

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

TO: Nancy Bosley, an infant  
4907 Herring Run Drive  
Baltimore, 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  
Consolidated Security Savings & Loan Association, Inc., a body corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

*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 Sept. 21,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept 9. 1965*

*Hon Est.  
Murphy.*

*Frank J. Dely.  
Sheriff*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

*23/*

September Return Day

File No. 4717

Docket C.W.C. No. 1, fol. 104

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

TO: Mrs. Robert F. Bosley  
4907 Herring Run Drive  
Baltimore, 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  
Consolidated Security Savings & Loan Association, Inc., a body corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

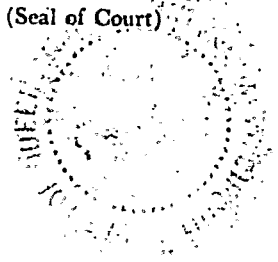
Issued the 3rd. day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

*Charles W Cecil*  
Clerk



NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE Sept. 21,  
19 65 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Judicial Sept. 9. 1965*

CLERK OF THE DISTRICT COURT  
SHERIFF'S OFFICE

AUG 6 11 10 AM '65

BALTIMORE CITY, MD.

Defendant is not at  
address given.  
Attorney has been  
notified by mail.  
Date 8/23/65

Non Est.  
Murphy.

Frank J. Deby.  
Sheriff.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

24

October \_\_\_\_\_ Return Day

File No. 4717

Docket C.W.C.#1, fol. 104

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

TO: Thomas Cecil Downes  
Ridgeway Manor Nursing Home  
Baltimore County  
Baltimore 28, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
October \_\_\_\_\_, next, to answer an action at the suit of

Consolidated Security Savings & Loan Association, Inc., a body  
corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 30th. day of August 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

Charles V 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 October 19,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Sept. 10. 1965

*Sheriff Report*

*Complaint sd on Thomas C. Powers on this*

*City Summons Bill of*

*5<sup>th</sup> day of Sept. 1965*

*Fee 4<sup>00</sup>*

*Edward G. Mueller*

CONSOLIDATED SECURITY SAVINGS &  
LOAN ASSOCIATION, INC., a body  
corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland  
Plaintiff

vs.

THOMAS CECIL DOWNES  
3909 Courtleigh Drive  
Randallstown, Maryland,  
Individually and as Surviving  
Executor of the Estate of  
Charles B. Downes, deceased,

et al

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 4417

REQUEST FOR ADDITIONAL SUMMONS

Mr. Clerk:

Please reissue the summons for Mrs. Robert F. Bosley, Nancy Bosley, an infant, and Robert Bosley, an infant, three of the defendants at 2899 Willoughby Road, Baltimore, Baltimore County, Maryland.

WOOD AND BRYAN

By J. C. Bryan

*Filed Sept. 10, 1965*

25

Circuit Court For Queen Anne's County

26 EQUITY SUMMONS:

September Return Day

File No. 4717

Docket C.W.C.#1, folio 104

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

TO: James P. Bosley, an infant  
4543 Keswick Road  
Baltimore 10, Maryland

*Sd 8/10/65 (23) PM*

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

Consolidated Security Savings & Loan Association, Inc., a body corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 3rd. day of August 19 65

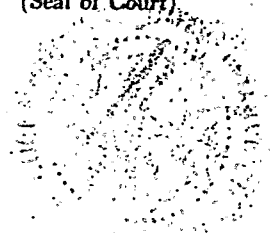
Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone 758-1643

*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 Sept. 21,  
19 65, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept. 15, 1965*

Summoned James P. Bosley and copies of the Process with copies of the Bill of Complaint left with the defendant on the 10th day of August 1965 in the presence of George Abel.

*Frank J. Reby*  
Sheriff

*George Abel*

27/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

October Return Day

File No. 4717

Docket C.W.C.#1, fol.104

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

TO: Robert Bosley, an infant,  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

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

next, to answer an action at the suit of  
Consolidated Security Savings & Loan Association Inc., a body corporate  
210 Grain Highway N.W.  
Glen Burnie, Maryland

Issued the 10th day of September 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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

*Filed Sept 29, 1965*



*Sherriff Rejind,*  
*Copy, writ of summons*

*Ad on Mrs Robert F Bosley for Robert Bosley (infant) on this*  
*26<sup>th</sup> day of Sept. 1965*

*Fee 4<sup>00</sup>*

*Edward G Mueller*

*2/8*

**Circuit Court For Queen Anne's County**

**EQUITY SUMMONS:**

\_\_\_\_\_ October \_\_\_\_\_ Return Day

File No. 4717

Docket C.W.C.#1, fol. 104

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

TO: Nancy Bosley, an infant,  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

*gr 31*

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

Consolidated Security Savings & Loan Association Inc., a body corporate  
210 Grain Highway, N.W.  
Glen Burnie, Maryland

Issued the 10th. day of September 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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

*Filed Sept. 29. 1965*

*Sheriff Report*

*Copy. Writ of summons*

*sd on Mrs. Robert F. Bosley for Nancy Bosley (infant)*  
*in ch. 26<sup>th</sup> day Sept. 1965*

*Fee 4<sup>00</sup>*

*Edward G. Mueller*

*29/*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

October

Return Day

File No. 4717

Docket C.W.C.#1, fol. 104

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

TO: Mrs. Robert F. Bosley  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of

Consolidated Security Savings & Loan Association, Inc., a body corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 10th. day of September 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

*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 October 19,  
1965, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Sept. 29, 1965*

*Sheriff Report*

*sd on Am Robert F. Bosley on this 26<sup>th</sup> day of  
Sept. 1965  
Fee 4<sup>00</sup>*

*Edward G. Mueller*

*30*

CONSOLIDATED SECURITY SAVINGS	*	IN THE CIRCUIT COURT
& LOAN ASSOCIATION, INC.,	*	
a body corporate	*	FOR
210 Crain Highway, N.W.	*	
Glen Burnie, Maryland	*	QUEEN ANNE'S COUNTY
Plaintiff	*	
vs.	*	
THOMAS CECIL DOWNES	*	IN EQUITY
3909 Courtleigh Drive	*	
Randallstown, Maryland	*	
Individually and as Surviving	*	
Executor of the Estate of	*	
Charles B. Downes, deceased	*	CAUSE NO. 4717
et al	*	
Defendants	*	

REQUEST FOR ADDITIONAL SUMMONS

Mr. Clerk:

In view of the deficient return of the Sheriff of Baltimore City, please reissue the summons for James P. Bosley, an infant, at 4543 Keswick Road, Baltimore, Maryland and instruct the Sheriff to deliver and leave a copy of the process and original pleading with the infant and serve additional copies upon the parent, guardian or other person having custody of said infant and to specifically certify in his return such service.

WOOD AND BRYAN

By *David C. Bryan*

*Filed Oct 7, 1965*

31/

CONSOLIDATED SECURITY SAVINGS \*  
& LOAN ASSOCIATION, INC., \*  
a body corporate, \*  
210 Crain Highway, N.W. \*  
Glen Burnie, Maryland, \*  
Plaintiff \*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

THOMAS CECIL DOWNES \*  
3909 Courtleigh Drive \*  
Randallstown, Maryland \*  
Individually and as Surviving \*  
Executor of the Estate of \*  
Charles B. Downes, deceased, \*  
et al \*  
Defendants \*

IN EQUITY

CAUSE NO. 4717

REQUEST FOR ADDITIONAL SUMMONS

Mr. Clerk:

In view of the deficient returns of the Sheriff of Baltimore County, please reissue the summons for Mrs. Robert F. Bosley, Nancy Bosley, an infant, and Robert Bosley, an infant, three of the defendants at 2899 Willoughby Road, Baltimore, Baltimore County, Maryland, and instruct the Sheriff of Baltimore County to deliver and leave a copy of the process and the original pleading with all the said defendants, and in the cases of the said infants to leave an additional copy of the process and original pleading with the parent, guardian or other person having custody of each infant and to specifically certify in his return such service.

WOOD AND BRYAN

By David C. Bryan

Siled Oct 7. 1965

32/  
Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4717

Docket C.W.C.#1, folio 104

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

TO: Mrs. Robert F. Bosley  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
November, next, to answer an action at the suit of

Consolidated Security Savings & Loan Association, Inc., a body corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 7th day of October 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

*Charles W. Cecil*  
Clerk

(Seal of Court)



NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

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

*Filed Oct. 29, 1965*

*Sheriff Report*

*Ad on Mrs Robert F Bosley on this*  
*25<sup>th</sup> day of Oct 1965*

Received  
M. forthwith delivered to  
Orville T. Gosnell  
Clerk  
16/11/1965

*Edward G. Mueller*

*A.W.*  
*4/02*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

November Return Day

File No. 4717

Docket C.W.C. #1, fol. 104

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

TO: Robert Bosley, an infant,  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

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

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

Consolidated Security Savings & Loan Association Inc., a body corporate  
210 Crain Highway N.W.  
Glen Burnie, Maryland

Issued the 7th day of October 19 65

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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

*Filed Nov. 2, 1965*

*Sheriff Report*

*Copy with Bill of Complaint*

*Sd on Robert Bosley infant by Mrs Robert F Bosley Mother of infant on the 25<sup>th</sup> day of Oct 1965, by leaving one copy of the writ and Bill of Complaint with said infant and give one copy with said parent*

*Edward G Muller*  
Sheriff

Received - 10 11 1965 at  
M. M. forthwith delivered to  
Sheriff of Baltimore County  
Orville T. Gossnell, Clerk

Circuit Court For Queen Anne's County

WRIT OF SUMMONS:

November \_\_\_\_\_ Return Day

File No. 4717

Docket C.W.C.#1, folio 104

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

TO: Nancy Bosley, an infant  
2899 Willoughby Road  
Baltimore, Baltimore County, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
November, next, to answer an action at the suit of

Consolidated Security Savings & Loan Association Inc. a body corporate  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 7th day of October, 1965.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

*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 November 16,  
1965, THE PLAINTIFF MAY OBTAIN JUDGMENT BY DEFAULT AGAINST YOU.

*Filed Nov. 2, 1965*

LIBER

5 PAGE 79

*Sheriff Report*

*Copy writ Bill of Complaint*

*sd on Nancy Brady, infant, also by writ on  
Mrs Robert Brady mother on this 25<sup>th</sup> day  
of Oct 1965 by leaving one copy of the writ & Bill of  
complaint with said infant and one copy of the writ &  
Bill of Complaint with said parent*

*Edward G. Mueller*  
*Sheriff*

Received

*10/11/65*

*M. forth* With delivered to  
Sheriff of Baltimore County  
*Wille T. Gussnell, Clerk*

*July 8<sup>th</sup> 65*



35 /

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., now UNITED MORTGAGE CORPORATION, a body corporate, 210 Crain Highway, N.W. Glen Burnie, Maryland	:	
Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
THOMAS CECIL DOWNES, 3609 Courtleigh Drive Randallstown, Maryland, Individually and as Surviving Executor of the Estate of Charles B. Downes, Deceased, ET AL.	:	QUEEN ANNE'S COUNTY
Defendants	:	IN EQUITY
	:	CAUSE NO. 4717

SUGGESTION OF DEATH AND MOTION FOR SUBSTITUTION OF PARTIES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, Plaintiff, suggests that Thomas Cecil Downes, Defendant herein, died on December 4, 1966, and that his successors in interest are Cecil Forrest Downes and John Thomas Scheu, Jr., Executors under the Will of the said Thomas Cecil Downes, to whom Letters Testamentary were issued by the Orphans' Court of Baltimore County on January 10, 1967, as appears by a certified copy of the Last Will and Testament of the said Thomas Cecil Downes, annexed hereto and marked "Exhibit 1" and a certified copy of such letters annexed hereto and marked "Exhibit 2", and Plaintiff moves that the said Cecil Forrest Downes and John Thomas Scheu, Jr., Executors, be made party defendants herein in place of the said Thomas Cecil Downes, deceased.

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., now UNITED MORTGAGE CORPORATION

By: Michi Sakamoto  
Michi Sakamoto,  
Secretary-Treasurer

David C. Bryan  
David C. Bryan,  
Attorney for Plaintiff

AFFIDAVIT

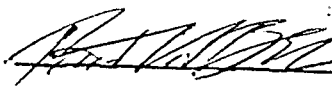
STATE OF MARYLAND,

to wit:

ANNE ARUNDEL COUNTY,


I HEREBY CERTIFY, that on this 21<sup>st</sup> day of May 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Michi Sakamoto, and made oath in due form of law that she is the Secretary-Treasurer of Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, Plaintiff, and on behalf of said corporation that the matters and facts set forth in the foregoing Suggestion of Death and Motion for Substitution of Parties, are true to the best of her knowledge, information and belief.

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

  
Notary Public  
My Commission Expires: 7/1/69

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24<sup>th</sup> day of May 1968, I mailed a copy of the foregoing Suggestion of Death and Motion for Substitution of Parties to Edgar B. Allmon Bosley at 1206 E. Lakeview Drive, Baltimore 18, Maryland; Mary Bosley at 3415 Northway Drive, Baltimore 34, Maryland; Jeannette Bosley Ucker at 3021 Willoughby Avenue, Baltimore, Maryland, 21234; Mrs. Robert F. Bosley at 2899 Willoughby Road, Baltimore, Maryland; Nancy Bosley at 2899 Willoughby Road, Baltimore, Maryland; Robert Bosley at 2899 Willoughby Road, Baltimore, Maryland; Mrs. Pitt P. Bosley at 3415 Northway Drive, Baltimore, Maryland; James P. Bosley at 1602 Lyle Court, Baltimore 10, Maryland; Cecil Forrest Downes at 2621 Gatehouse Drive, Baltimore, Maryland, 21207; and John Thomas Scheu, Jr., at 220 Equitable Building, Baltimore, Maryland, 21202.

  
David C. Bryan,  
Attorney for Plaintiff

Filed May 27, 1968

ORDER OF COURT

36  
Upon the foregoing suggestion, motion and affidavit, it is this 28<sup>th</sup> day of May, 1968, ORDERED by the Circuit Court for Queen Anne's County in Equity that Cecil Forrest Downes and John Thomas Scheu, Jr., Executors under the Will of Thomas Cecil Downes, deceased, are made party defendants in the place of Thomas Cecil Downes, and that summons be issued by the clerk directed to John Thomas Scheu, Jr., and Cecil Forrest Downes, c/o John Thomas Scheu, Jr., 220 Equitable Building, Baltimore, Maryland, 21202, requiring them to appear and defend this action.

  
Judge

Filed May 29, 1968

24738

Liber 95 Page 33

I, THOMAS CECIL DOWNES, Widower of Minnie Edna Downes, of the City of Baltimore, State of Maryland, temporarily sojourning in Baltimore County, State of Maryland, do hereby make, publish and declare these presents as and for my Last Will and Testament, hereby revoking all other Wills and Codicils heretofore made by me.

FIRST: I direct my Executors or Executor, hereinafter appointed, to pay my just debts. I direct that the cost and expense of my burial be within the discretion of my said Executors or Executor and free of any limitation or restriction imposed by law with respect to the amount thereof. I also authorize and empower my said Executors or Executor in the exercise of their or his discretion to select, purchase and erect a suitable foot-stone or marker at my grave at Woodlawn Cemetery, Baltimore, Maryland, and to pay the cost and expense thereof out of the assets of my Estate.

SECOND: That my son, Cecil Forrest Downes and Ethlyn Downes, his wife, are indebted to me in the full and just sum of Fourteen Hundred Eighteen Dollars and Seventy-Five Cents (\$1418.75) as evidenced by a promissory note executed by them. It is my desire and I therefore direct that the said indebtedness of Fourteen Hundred Eighteen Dollars and Seventy-Five Cents (\$1418.75) or any balance due thereon shall be cancelled and considered as paid in full, at the time of my death, to the full extent that no claim for payment thereon shall be made by my Executors or Executor or personal representative against or from the said Cecil Forrest Downes or Ethlyn Downes, his wife, or either of them, but that the said indebtedness or any balance

Seal's Place

Exhibit 1

Filed May 27, 1968

LIBER

5 PAGE 83

due thereon is to be considered as justly paid and discharged at the time of my death.

That the said Cecil Forrest Downes and Ethlyn Downes, his wife, are justly indebted to me in the full sum of Thirty Three Hundred Forty Dollars and Seventy-Eight Cents (\$3340.78) as set forth in an agreement executed by them and bearing date, April. 11, 1956. It is my desire and I therefore direct my said Executors or Executor to collect the said sum of Thirty Three Hundred and Forty Dollars and Seventy-Eight Cents (\$3340.78) or any balance due thereon at the time of my death. In the event my said son, Cecil Forrest Downes, shall survive me, then in that event I authorize and empower my said Executors or Executor in their or his sole discretion to charge the whole or any portion of the said sum of Thirty Three Hundred and Forty Dollars and Seventy-Eight Cents (\$3340.78) (or the balance due thereon) to and against the distributive share of the said Cecil Forrest Downes that is given and bequeath unto him under this my Last Will and Testament. The said sum of Thirty Three Hundred and Forty Dollars and Seventy-Eight Cents (\$3340.78) or any balance due thereon, is to be considered as a part of my Estate and property at the time of my death.

There shall be no interest accrued or to be charged on either of the above set forth indebtedness due by my said son and his wife, unto me.

THIRD: I give and bequeath unto and to my son, Cecil Forrest Downes, provided he is living at the time of my death, my two wrist watches and my diamond ring.

FOURTH: In the event my said son, Cecil Forrest Downes, shall predecease me, then in that event, I give and bequeath unto

and to his wife, Ethlyn Downes, the sum of One Thousand Dollars (\$1,000.00), provided she is living at the time of my death.

FIFTH: I give and bequeath unto and to Cecil Edward Conner, son of my deceased daughter, Evelyn Conner, my diamond stick pin, my two pocket watches, three bicycle medals, any automobile I may own at the time of my death, Silvertone cabinet type radio, three bedroom chairs, bronze metal stand table lamp and black marble top table, provided he is living at the time of my death. In the event the said Cecil Edward Conner is not living at the time of my death then I give and bequeath the above name enumerated items unto and to his wife, Shirley Conner, provided she is living at the time of my death.

SIXTH: In the event the said Cecil Edward Conner shall predecease me, then in that event I give and bequeath unto and to his wife, Shirley Conner, the sum of One Thousand Dollars (\$1,000.00) provided she is living at the time of my death.

SEVENTH: I give and bequeath unto and to my niece, Jeanette Ucker, the sum of One Hundred Dollars (\$100.00), provided she is living at the time of my death.

EIGHTH: I give and bequeath unto and to my niece, Mary Bosley, the sum of One Hundred Dollars (\$100.00), provided she is living at the time of my death.

NINTH: I give and bequeath unto and to my nephew, J. Pitt Bosley, the sum of One Hundred Dollars (\$100.00), provided he is living at the time of my death.

TENTH: I give and bequeath unto and to Thomas Berg, son of Ethlyn Downes, my old style Ansonia Clock, provided he is living at the time of my death.

ELEVENTH: I direct my Executors or Executor to give all my clothing and wearing apparell unto and to the Salvation Army.

TWELFTH: I direct my Executors or Executor, hereinafter appointed, to convert into cash in any manner that they or he may deem proper and expedient, at either public or private sale sales, and if at private sale, for a sum not less than the appraised value thereof, all the rest and residue of my estate and property, of every kind and character, both real and personal, and wheresoever situate, together with any of the above mentioned bequests that may lapse, without the necessity of procuring any prior Order or Orders therefor by the Orphans' Court or any other Court of competent jurisdiction, and after payment of all expenses and costs incident to the making of said sale or sales the payment of any or all cash bequests the payment of my just debts, funeral expenses and costs of the erection of the said foot-stone or marker, as hereinbefore provided, and the costs of administration of my said estate, to distribute the net proceeds as follows:

A. Unto and to my said son, Cecil Forrest Downes, a one-half part or share thereof, however, in the event my said grandson, Cecil Edward Conner, shall predecease me, then the whole of the said net proceeds unto and to my said son, Cecil Forrest Downes, provided he shall survive me.

B. Unto and to my said grandson, Cecil Edward Conner, a one-half part or share thereof, however, in the event my said son, Cecil Forrest Downes, shall predecease me, then the whole of the said net proceeds unto and to my said grandson, Cecil Edward Conner.

C. In the event my said son, Cecil Forrest Downes, and my said grandson, Cecil Edward Conner, shall predecease me, then

in that event, I give and bequeath the said net proceeds, as hereinbefore set forth, unto and to such person or persons who would be entitled to share in my estate in the same proportions, and in the same manner as if I had died intestate.

THIRTEENTH: I do hereby nominate and appoint my said son, Cecil Forrest Downes and John Thomas Scheu, Jr. the Executors of this my Last Will and Testament, and request that they or the survivor thereof be excused from the necessity of giving bond for the faithful performance of their or his duties hereunder. I authorize and empower my said Executors or Executor to sell the whole or any part of my estate and property, real and personal, which in their or his judgment may seem meet and proper for the purpose of paying debts, costs of administration, or for any other purpose in the administration of my estate, without any obligation on the part of the purchaser or purchasers thereof to see to the proper application of the purchase money and without the necessity of procuring any prior order or orders therefor from the Orphans' Court or any other Court of competent jurisdiction, at either public or private sale or sales, and if at private sale or sales, for a sum not less than the appraised value thereof.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this 8<sup>th</sup> day of SEPTEMBER, in the year nineteen hundred and fifty-nine.

*Thomas Cecil Downes* (SEAL)  
Thomas Cecil Downes

Signed, sealed, published and declared by the above named Testator, THOMAS CECIL DOWNES, as and for his Last Will



and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Thomas H. Clapp

220 Equitable Bldg.

John W. Selig

270 EQUITABLE BLDG.



Baltimore County, ss:

On the 3rd day of January, 1967, came John Thomas Scheu, Jr.

and made oath that he do<sup>es</sup> not know of any Will or Codicil of Thomas Cecil Downes late of said county deceased, other than the above Instrument of Writing, and that he had the same in his possession since date of execution

on or about the 8th day of September, 1952, and Testator died 4th day of December, 1966

Sworn to before the subscriber.

J. Louis Davis  
J. Louis Davis  
Register of Wills for Baltimore County

Baltimore County, ss:

On the 3rd day of January, 1967, came John Thomas Scheu, Jr. & on the 9th day of January, 1967 came Thomas N. Clifford

subscribing witnesses to the foregoing Last Will and Testament of Thomas Cecil Downes late of said County, deceased, and made oath that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his Last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together

subscribed their names as Witnesses to this Will in his presence at his request, and in the presence of each other.

Sworn to before the subscriber.

Test: J. Louis Davis  
J. Louis Davis  
Register of Wills for Baltimore County

**In the Orphans' Court of Baltimore County:**

The Register of Wills for Baltimore County, after having carefully examined the above Last Will and Testament of Thomas Cecil Downes late of Baltimore County, deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 10th day of January, 1967, that the same be admitted in this Court as the true and genuine Last Will and Testament of the said Thomas Cecil Downes deceased.

J. Louis Davis  
J. Louis Davis  
Register of Wills for Baltimore County

*Filed 1/30/67  
Probated 1/10/67*

*estate # 24*

IN TESTIMONY that the foregoing is a true copy taken from "ORIGINAL" filed and of record in the office of the Register of Wills for Baltimore County, I hereunto subscribe my name and affix the seal of my office this 26th day of October in the year of our Lord nineteen hundred and sixty-seven

Test:

J. Louis Davis  
J. Louis Davis  
Register of Wills for Baltimore County.

FORM 2-3

(CERTIFICATE—EXECUTOR—Full force and effect)



# The State of Maryland,

Baltimore County, Sr.:

THE SUBSCRIBER, Register of Wills for Baltimore County, doth hereby certify that it appears by the Records in his office, that LETTERS TESTAMENTARY of all the goods, chattels, credits and personal estate of Thomas Cecil Downes

deceased, were on the 10th day of January in the year of our Lord one thousand nine hundred and sixty-seven granted and committed unto Cecil Forrest Downes and John Thomas Scheu, Jr.

The ExecutORS by the Last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix

the Seal of my office, this 21st day of May in the year of our Lord nineteen hundred and sixty-eight

TEST:

J. Louis Davis  
J. Louis Davis  
Register of Wills for Baltimore County

"Exhibit 2"  
Filed May 27, 1968

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

37

July Return Day

File No. 4717

Docket C.W.C.# 1, fol.104

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

*Sd 6-12-68 2:10 P.M.*

TO: John Thomas Scheu, Jr., and Cecil Forrest Downes  
Executors under the Will of Thomas Cecil Downes, Deceased,  
c/o John Thomas Scheu, Jr.  
220 Equitable Building  
Baltimore, Maryland 21202

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

Consolidated Security Savings & Loan Association, Inc., now  
United Mortgage Corporation,  
a body corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland

Issued the 31st. day of May 19 68

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan

by David C. Bryan

ADDRESS: 119 Lawyers Row

Centreville, Maryland

NAME: 758-1643

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 July 16,  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed June 25, 1968*

Summoned John Thomas Scheu, Jr, and Cecil Forrest Downes Executors under the will of Thomas Cecil Downes, Deceased, and a copy of the process with a copy of the bill of complaint left with said Executors, at 220 Equitable Building, at 2:10 P.M., on the 12th day of June 1968, in the presence of *Mildred Brachin*.

*Frank J. Peltz*

Frank J. Peltz  
Sheriff

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CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., now UNITED MORTGAGE CORPORATION, a body corporate, 210 Crain Highway, N.W. Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	
THOMAS CECIL DOWNES, 3609 Courtleigh Drive Randallstown, Maryland, Individually and as Surviving Executor of the Estate of Charles B. Downes, Deceased, ET AL.	:	QUEEN ANNE'S COUNTY
Defendants	:	IN EQUITY
	:	CAUSE NO. 4717

MOTION FOR A DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, Plaintiff, by David C. Bryan, its attorney, moves your Honor for passage of a decree pro confesso against Edgar B. Allmon Bosley, Mary Bosley, Jeannette Bosley Ucker, Mrs. Robert F. Bosley, Mrs. Pitt P. Bosley, James P. Bosley, and Cecil Forrest Downes and John Thomas Scheu, Jr., Executors under the Will of Thomas Cecil Downes, they being all the Defendants herein except Nancy Bosley and Robert Bosley, both infants, for that:

1. All of said Defendants have been duly served by the writ of subpoena as will appear by reference to the proceedings herein and the time for filing their answers or other responsive pleading has expired, and no pleadings have been filed.

AND AS IN DUTY BOUND, ETC.

*David C. Bryan*  
David C. Bryan,  
Attorney for Plaintiff

*Filed Nov. 12. 1968*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of November, 1968, I mailed a copy of the foregoing Motion to Edgar B. Allmon Bosley at 1206 E. Lakeside Avenue, Baltimore, Maryland, 21218; Mary Bosley at 3415 Northway Drive, Baltimore, Maryland, 21234; Jeannette Bosley Ucker at 3021 Willoughby Avenue, Baltimore, Maryland, 21234; Mrs. Robert F. Bosley at 2899 Willoughby Road, Baltimore, Maryland; Nancy Bosley at 2899 Willoughby Road, Baltimore, Maryland; Robert Bosley at 2899 Willoughby Road, Baltimore, Maryland; Mrs. Pitt P. Bosley at 3415 Northway Drive, Baltimore, Maryland; James P. Bosley at 1602 Lyle Court, Baltimore 10, Maryland; Cecil Forrest Downes at 2621 Gatehouse Drive, Baltimore, Maryland, 21207; and John Thomas Scheu, Jr., at 220 Equitable Building, Baltimore, Maryland, 21202.

David C. Bryan  
David C. Bryan  
Attorney for Plaintiff

*Filed Nov. 12 1968*

39

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., now UNITED MORTGAGE CORPORATION, a body corporate, 210 Crain Highway, N.W. Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
THOMAS CECIL DOWNES, 3609 Courtleigh Drive Randallstown, Maryland, Individually and as Surviving Executor of the Estate of Charles B. Downes, Deceased, ET AL.	:	IN EQUITY
Defendants	:	CAUSE NO. 4717

MOTION FOR ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, Plaintiff, by David C. Bryan, its Attorney, moves pursuant to Maryland Rule 205 e 2 for the appointment of a guardian ad litem to represent Nancy Bosley and Robert Bosley, both minors. The grounds of the motion are as follows:

1. Nancy Bosley and Robert Bosley have been duly summoned.
2. Nancy Bosley and Robert Bosley have no legal guardians within the jurisdiction of the Court.
3. Movant suggests as guardian ad litem Lucy Blackiston who has no interest whatever in these proceedings adverse to those of Nancy Bosley and Robert Bosley.

AND AS IN DUTY BOUND, ETC.

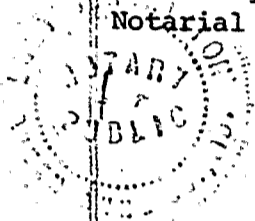
David C. Bryan  
David C. Bryan, Attorney for Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation

*Filed Nov. 12. 1968*

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

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of ~~August~~ <sup>November</sup>, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared David C. Bryan, and made oath in due form of law that the matters and facts set forth in the foregoing Motion for Order Appointing Guardian Ad Litem are true to the best of his knowledge, information and belief.

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



Lucy Blackiston  
Lucy Blackiston  
Notary Public

My Commission Expires: 7/1/69

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of Nov., 1968, I mailed a copy of the foregoing Motion for Order Appointing Guardian Ad Litem to Edgar B. Allmon Bosley at 1206 E. Lakeside Avenue, Baltimore, Maryland, 21218; Mary Bosley at 3415 Northway Drive, Baltimore, Maryland, 21234; Jeannette Bosley Ucker at 3021 Willoughby Avenue, Baltimore, Maryland, 21234; Mrs. Robert F. Bosley at 2899 Willoughby Road, Baltimore, Maryland; Nancy Bosley at 2899 Willoughby Road, Baltimore, Maryland; Robert Bosley at 2899 Willoughby Road, Baltimore, Maryland; Mrs. Pitt P. Bosley at 3415 Northway Drive, Baltimore, Maryland; James P. Bosley at 1602 Lyle Court, Baltimore 10, Maryland; Cecil Forrest Downes at 2621 Gatehouse Drive, Baltimore, Maryland, 21207; and John Thomas Scheu, Jr., at 220 Equitable Building, Baltimore, Maryland, 21202.

David C. Bryan  
David C. Bryan,  
Attorney for Plaintiff

Filed Nov. 12, 1968

DECREE PRO CONFESSO

40  
Upon the foregoing motion, the proceedings in this cause having been read and considered, IT IS, this 13<sup>th</sup> day of Nov., 1968, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint filed in this cause is hereby taken pro confesso as against Edgar B. Allmon Bosley, Mary Bosley, Jeannette Bosley Ucker, Mrs. Robert F. Bosley, Mrs. Pitt P. Bosley, James P. Bosley, and Cecil Forrest Downes and John Thomas Scheu, Jr., Executors under the Will of Thomas Cecil Downes, and the papers are referred to one of the Standing Examiner's of this Court to take testimony to support the allegations of the Bill.

B. Hackett Turner Jr.  
Judge

Filed Nov. 13, 1968

ORDER OF COURT

41 /  
Upon the foregoing Motion and Affidavit, it is this 13<sup>th</sup> day of November, 1968, ORDERED by the Circuit Court for Queen Anne's County in Equity, that Judy Blackiston is hereby appointed guardian ad litem to represent the interests of Nancy Bosley and Robert Bosley, infants.

B. Hackett Turner Jr.  
Judge

*Filed Nov. 13. 1968*

LIBER

5 PAGE 95

42

CONSOLIDATED SECURITY SAVINGS :  
 & LOAN ASSOCIATION, INC., now :  
 UNITED MORTGAGE CORPORATION, : IN THE CIRCUIT COURT  
 a body corporate, :  
 210 Crain Highway, N.W. :  
 Glen Burnie, Maryland :  
 Plaintiff : FOR

VS. :

THOMAS CECIL DOWNES, :  
 3609 Courtleigh Drive : QUEEN ANNE'S COUNTY  
 Randallstown, Maryland, :  
 Individually and as :  
 Surviving Executor of : IN EQUITY  
 the Estate of Charles :  
 B. Downes, Deceased, :  
 ET AL. :

Defendants : CAUSE NO. 4717

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Nancy Bosley and Robert Bosley, infants under 21 years of age, by Lucy Blackiston, their guardian ad litem, being in answer to the Bill of Complaint exhibited against them in this cause says:

That these infants 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.

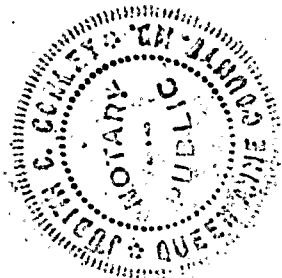
Respectfully submitted,

Lucy Blackiston  
Lucy Blackiston  
Guardian Ad Litem

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

I HEREBY CERTIFY, that on this 27<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 Lucy Blackiston, the above named Guardian Ad Litem for Nancy Bosley and Robert Bosley, infants, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of her knowledge, information and belief.

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



Judith C. Conley  
Notary Public  
My Commission Expires: 7/1/69

Filed Nov 29, 1968



CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of November, 1968, I mailed a copy of the foregoing Answer to Edgar B. Allmon Bosley at 1206 E. Lakeside Avenue, Baltimore, Maryland, 21218; Mary Bosley at 3415 Northway Drive, Baltimore, Maryland, 21234; Jeannette Bosley Ucker at 3021 Willoughby Avenue, Baltimore, Maryland, 21234; Mrs. Robert F. Bosley at 2899 Willoughby Road, Baltimore, Maryland; Nancy Bosley at 2899 Willoughby Road, Baltimore, Maryland; Robert Bosley at 2899 Willoughby Road, Baltimore, Maryland; Mrs. Pitt P. Bosley at 3415 Northway Drive, Baltimore, Maryland; James P. Bosley at 1602 Lyle Court, Baltimore 10, Maryland; Cecil Forrest Downes at 2621 Gatehouse Drive, Baltimore, Maryland, 21207; and John Thomas Scheu, Jr., at 220 Equitable Building, Baltimore, Maryland, 21202.

Lucy Blackiston  
Lucy Blackiston  
Guardian Ad Litem

Filed Nov. 29, 1968

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CCNSOLIDATED SECURITY SAVINGS  
& IOAN ASSOCIATION, INC., now  
UNITED MORTGAGE CORPORATION,  
a body corporate,  
210 Crain Highway, N.W.  
Glen Burnie, Maryland  
Plaintiff

IN THE CIRCUIT COURT

FOR

vs.

THOMAS CECIL DOWNES,  
3609 Courtleigh Drive  
Randallstown, Maryland,  
Individually and as  
Surviving Executor of  
the Estate of Charles  
B. Downes, Deceased,  
ET AL.

QUEEN ANNE'S COUNTY

IN EQUITY

Defendants

CAUSE NO. 4717

NOTICE FOR DEPOSITIONS BY CONSOLIDATED SECURITY SAVINGS & LOAN  
ASSOCIATION, INC., NOW UNITED MORTGAGE CORPORATION, PLAINTIFF

Consolidated Security Savings & Loan Association, Inc., now  
United Mortgage Corporation, will take the deposition of the  
following named witnesses upon oral examination before a Notary  
Public, or some other person duly qualified, to administer an  
oath, at the addresses, on the days, and at the times indicated  
below, to continue from day to day until completed:

Edgar B. Allmon Bosley  
1206 E. Lakeside Avenue  
Baltimore, Maryland, 21218  
on December 4, 1968  
at 11:00 A.M.

Richard A. Brown  
President  
United Mortgage Corporation  
210 Crain Highway, N.W.  
Glen Burnie, Maryland 21061  
on December 4, 1968  
at 2:00 P.M.

Claude Lowery, Sr.  
offices of Wood and Bryan  
119 Lawyers ROW  
Centreville, Maryland 21617  
on December 6, 1968  
at 9:00 A.M.

*David C. Bryan*  
David C. Bryan  
Attorney for Plaintiff

*Filed Nov 29, 1968*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of November 1968, I mailed a copy of the foregoing Notice to Edgar B. Allmon Bosley at 1206 E. Lakeside Avenue, Baltimore, Maryland, 21218; Mary Bosley at 3415 Northway Drive, Baltimore, Maryland, 21234; Jeannette Bosley Ucker at 3021 Willoughby Avenue, Baltimore, Maryland, 21234; Mrs. Robert F. Bosley at 2899 Willoughby Road, Baltimore, Maryland; Nancy Bosley at 2899 Willoughby Road, Baltimore, Maryland; Robert Bosley at 2899 Willoughby Road, Baltimore, Maryland; Mrs. Pitt P. Bosley at 3415 Northway Drive, Baltimore, Maryland; James P. Bosley at 1602 Lyle Court, Baltimore 10, Maryland; Cecil Forrest Downes at 2621 Gatehouse Drive, Baltimore, Maryland, 21207; and John Thomas Scheu, Jr., at 220 Equitable Building, Baltimore, Maryland, 21202.

David C. Bryan  
David C. Bryan  
Attorney for Plaintiff

*Filed Nov 29, 1968*

44

CONSOLIDATED SECURITY SAVINGS :  
 & LOAN ASSOCIATION, INC., NOW :  
 UNITED MORTGAGE CORPORATION, : IN THE CIRCUIT COURT  
 a body corporate, :  
 210 Crain Highway, N.W. :  
 Glen Burnie, Maryland :  
 Plaintiff : FOR

vs. :

THOMAS CECIL DOWNES, : QUEEN ANNE'S COUNTY  
 3609 Courtleigh Drive, :  
 Randallstown, Maryland, :  
 Individually and as :  
 Surviving Executor of : IN EQUITY  
 the Estate of Charles :  
 B. Downes, Deceased, :  
 ET AL. :  
 Defendants : CAUSE NO. 4717

## DEPOSITIONS

I, the undersigned, Joseph V. Albright, a Notary Public of the State of Maryland, in and for Baltimore City, hereby certify that upon the request of David C. Bryan, attorney for Plaintiff, I did attend in the home of Edgar Britton Allmon Bosley, 1206 Lakeside Avenue, Baltimore, Maryland, on Wednesday, December 4, 1968, at 11:00 o'clock A.M., at which time and place there was present David C. Bryan and the following witness: Edgar Britton Allmon Bosley; and then and there I heard the following testimony, having first sworn the stenographer, Mary F. Engle, who acted under my direction, and the witness:

The witness, on behalf of Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, a body corporate, being duly sworn, did depose as follows:

Mr. Bryan: Please give us your name, address and age.

Mr. Bosley: Edgar Britton Allmon Bosley, 1206 Lakeside Avenue, Baltimore, Maryland. My age is 68 1/2 years.

Mr. Bryan: Were you acquainted with the late Charles B. Downes?

Mr. Bosley: Yes, I knew Uncle Charlie when I was a child. I believe the last time I saw him was in 1913 or 1914.

Mr. Bryan: What relationship was he to you?

Mr. Bosley: He was my mother's uncle, or more specifically, my grandmother's husband's brother.

Mr. Bryan: Are you generally familiar with his family tree?

Mr. Bosley: No.

Mr. Bryan: What about the families of T. Cecil Downes, Lida Bosley and Fannie Price?

Mr. Bosley: Oh, I know all them.

Mr. Bryan: Are you familiar with the real estate holdings of Mr. Charles B. Downes, or with the property which is the subject matter of this suit?

Mr. Bosley: No, I was not mentioned in Uncle Charlie's will.

Mr. Bryan: When did Mr. Charles B. Downes die?

Mr. Bosley: 1922.

Mr. Bryan: I hand you Exhibit G, attached to the Bill of Complaint, and ask you to please identify it.

Mr. Bosley: It is the will of the late Charles B. Downes.

Mr. Bryan: Who received the property not specifically bequeathed or devised under Mr. Downes will?

Mr. Bosley: T. Cecil Downes, my uncle, Lida Bosley, my mother, and Fannie Price, my aunt.

Mr. Bryan: And who served as the executors of Mr. Downes estate?

Mr. Bosley: T. Cecil Downes, Thomas J. Keating and J. Frank Harper. I remember them mentioning those names.

Mr. Bryan: Do you know if any of these residuary beneficiaries or any of the executors or all of them conveyed away any of the property described in the Bill of Complaint as being the subject matter of this suit?

Mr. Bosley: No.

Mr. Bryan: When did Fannie Price die?

Mr. Bosley: February 5, 1949.

Mr. Bryan: Did she leave a will?

Mr. Bosley: Yes, I have a copy of that will, I was an executor.

Mr. Bryan: I now hand you Exhibit M from the Bill of Complaint and ask you to please identify it for us, please.

Mr. Bosley: Yes, this is Aunt Fannie Price's will.

Mr. Bryan: Who received the property which was not specifically devised or bequeathed under this will?

Mr. Bosley: Well, I received 20% of the residue of the estate; T. Cecil Downes received \$100; and the balance was divided into 5 equal portions among Lida B. Bosley, Robert F. Bosley, Jeanette P. Ucker, Mary Bosley and Pitt P. Bosley.

Mr. Bryan: Do you recall when Mrs. Lida Bosley died?

Mr. Bosley: Yes, about 2 months later, April 13, 1949.

Mr. Bryan: What was her relationship to you?

Mr. Bosley: My mother.

Mr. Bryan: Did she have a will?

Mr. Bosley: I never saw it if she had one, her property was in joint names with my sister, Mary.

Mr. Bryan: Was your father alive when your mother died?

Mr. Bosley: No.

Mr. Bryan: How many children did your mother leave surviving her?

Mr. Bosley: Edgar, Robert, Jeanette, Mary and Pitt. Five of us.

Mr. Bryan: Of those 5 children which ones are still living?

Mr. Bosley: Jeanette, Mary and myself.

Mr. Bryan: Can you recall when Mr. Robert Bosley died?

Mr. Bosley: Yes, I sure can, he died of cancer, he went from 183 lbs. to less than 50 lbs., he died August 23, 1954.

Mr. Bryan: Did he have a will?

Mr. Bosley: I do not know of one.

Mr. Bryan: Did he leave a wife and any children surviving?

Mr. Bosley: Yes, Mildred, his wife, and Nancy and Robert are the children. Bob is 20 at the present time. Nancy has graduated from Goucher and she is 21.

Mr. Bryan: Did your brother, Pitt Bosley, leave a will?

Mr. Bosley: No, I don't believe he did.

Mr. Bryan: Who did he leave surviving?

Mr. Bosley: His wife, Lucille, and James Phillip, who was adopted by him.

Mr. Bryan: How old is James?

Mr. Bosley: He was born on August 28, 1939, so he would be 29 years. He is married now.

Mr. Bryan: Mr. Bosley, I show you Exhibit 1, attached to the Suggestion of Death and Motion For Substitution of Parties filed herein by the Plaintiff, and ask you if you can identify it?

Mr. Bosley: Well, I have never seen it before, but from the signature and the contents, it appears to be the will of my uncle, T. Cecil Downes.

Mr. Bryan: Who were the executors under that will?

Mr. Bosley: It says here they were Cecil Forrest Downes and John Thomas Scheu, Jr.

Mr. Bryan: Can you think of anything with regard to the family trees of Mr. Cecil Downes, Mrs. Lida Bosley and Mrs. Fannie Price, that I might have omitted?

Mr. Bosley: No, I cannot.

Mr. Bryan: Thank you, Mr. Bosley, for making your time and knowledge available to us. This concludes the deposition.

*Filed Jan 23 1969*

STATE OF MARYLAND )  
                          ) SS  
CITY OF BALTIMORE )

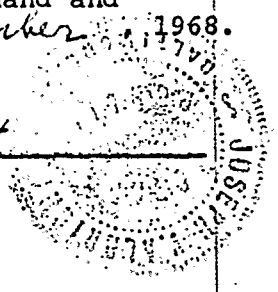
I am a Notary Public in and for the City and State aforesaid, duly commissioned and authorized to administer oaths by the laws of the State of Maryland. The within deposition was taken before me at the place, date and time set forth therein. The witnesses, before each of their respective examinations, were sworn by me. The within deposition is a true record of the testimony given by the witnesses.

I further certify that counsel and all parties have waived examination, reading and signing of this transcript by the witnesses, and that I am not a relative or employee of, or attorney or counsel for any of the parties to this action, and that I am not a relative or employee of any such attorney or counsel, and that I am not financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this *4<sup>th</sup>* day of *December*, 1968.

*Joseph V Albright*

Notary Public  
My Commission Expires:  
*July 1<sup>st</sup> 1969*



*Filed Jan 23 1969*

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CONSOLIDATED SECURITY SAVINGS :  
 & LOAN ASSOCIATION, INC., now :  
 UNITED MORTGAGE CORPORATION, : IN THE CIRCUIT COURT  
 a body corporate, :  
 210 Crain Highway, N.W. :  
 Glen Burnie, Maryland :  
 Plaintiff : FOR

vs. :

THOMAS CECIL DOWNES, : QUEEN ANNE'S COUNTY  
 3609 Courtleigh Drive :  
 Randallstown, Maryland, :  
 Individually and as :  
 Surviving Executor of : IN EQUITY  
 the Estate of Charles :  
 B. Downes, Deceased, :  
 ET AL. :

Defendants : CAUSE NO. 4717

## DEPOSITIONS

I, the undersigned, Michi Sakamoto, a Notary Public of the State of Maryland, in and for Anne Arundel County, hereby certify that upon the request of David C. Bryan, attorney for Plaintiff, I did attend in the law office of Richard A. Brown, 210 Crain Highway, N.W., Glen Burnie, Maryland, on Wednesday, December 4, 1968, at 2:30 o'clock P.M., at which time and place there was present David C. Bryan, and the following witness: Richard A. Brown; and then and there I heard the following testimony, having first sworn the stenographer, Mary F. Engle, who acted under my direction, and the witness:

The witness, on behalf of United Mortgage Corporation, being duly sworn, did depose as follows:

Mr. Bryan: Can you give us your name?

Mr. Brown: Richard A. Brown.

Mr. Bryan: And your address, Mr. Brown?

Mr. Brown: The business address -- 210 Crain Highway, N.W., Glen Burnie, Maryland.

Mr. Bryan: And do you have any connection with the Plaintiff in this case?

Mr. Brown: Consolidated Security Savings & Loan Association has been succeeded by United Mortgage Corporation, and I am President of United Mortgage Corporation, and have always been President of Consolidated Security Savings & Loan Association.

Mr. Bryan: What was the nature of the change from Consolidated to United Mortgage?

Mr. Brown: It was a stock exchange of saving share accounts of Consolidated Security Savings & Loan Association for stock and debentures in United Mortgage Corporation.



Mr. Bryan: Is United Mortgage the full successor in interest of Consolidated?

Mr. Brown: Yes, it is.

Mr. Bryan: When did the change occur?

Mr. Brown: October, 1965.

Mr. Bryan: Now, I'll show you a plat by Mr. J. B. Metcalfe dated June, 1964, and marked "Exhibit 1", and ask you if you can identify it?

Mr. Brown: Yes, I can.

Mr. Bryan: What is it?

Mr. Brown: It is a plat of a piece of property that United Mortgage Corporation owns on Kent Island.

Mr. Bryan: Is that the property which is the subject matter of this suit?

Mr. Brown: Yes, it is.

Mr. Bryan: When did United Mortgage or Consolidated come into possession of this property? When did you first become aware of who was in possession of this particular piece of property?

Mr. Brown: That would be on September 15, 1960, and at that time I was President of Monumental Engineering, Inc., a construction company, and we entered into a contract with a Mr. Lawson O. Hill to build a home on the subject property which at that time he had title to.

Mr. Bryan: How do you know he had title to this property?

Mr. Brown: Because in connection with the financing of the home Monumental had the title checked and obtained from Consolidated a mortgage subsequently after the home was constructed.

Mr. Bryan: What happened subsequent to 1960 as far as possession of this property was concerned?

Mr. Brown: Mr. Hill maintained possession of the property and made his mortgage payments until about September of 1963 or probably shortly prior thereto became delinquent and could not make any mortgage payments and on September 28, 1963, Mr. Hill conveyed the property to Consolidated Security Savings & Loan Association.

Mr. Bryan: Now, is the deed by which he conveyed this property to the Plaintiff Exhibit L, attached to the Bill of Complaint?

Mr. Brown: Yes, it is.

Mr. Bryan: Is United Mortgage Corporation now in possession of this property?

Mr. Brown: Yes, it is now in possession of the property.

Mr. Bryan: Under what arrangement?

Mr. Brown: By virtue of the deed to Consolidated in September of 1963 and United succeeded to all of Consolidated interests.

Mr. Bryan: Has United occupied the property either by placing its own chattels say on it or by renting it to someone else?

Mr. Brown: Yes, we have maintained maintenance of the property during the period, made periodic inspections and efforts in sale and when we became aware of a cloud of the title we have maintained control over the property.

Mr. Bryan: Have you paid the state and county taxes on it?

Mr. Brown: Yes, we have.

Mr. Bryan: For how long, do you know?

Mr. Brown: We would have been responsible for the taxes and would have paid them from September 28, 1963, up to the present time. Prior to that time Mr. Hill would have been responsible for them.

Mr. Bryan: Now, you mention inspections of the property. How often do you inspect the property?

Mr. Brown: I would say that about once every 3 or 4 months we would inspect the property, to see if there had been any vandalism and to see if the signs were still posted, and that would have been done about once every 3 or 4 months.

Mr. Bryan: Now, when you made these inspections did you or any employee or agent of the company notice anything which would of disrupted your exclusive possession of what is shown on Mr. Metcalfe's plat?

Mr. Brown: No, the property has remained as it always has been.

Mr. Bryan: Has your possession or Mr. Hill's possession been continuous since 1960?

Mr. Brown: Yes, it has been continuous since the date of the construction with Monumental in 1960 up to the present time.

Mr. Bryan: Has your possession been open and notorious in that other people in the neighborhood or anyone seeing the property would be aware of your possession?

Mr. Brown: Yes, because we would of posted not only - we have been out on maintenance of the property but we also have posted for sale signs or for rent signs identifying our ownership of the premises.

Mr. Bryan: Has the house been on the property ever since 1960?

Mr. Brown: Yes, it has.

Mr. Bryan: Have you controlled who lived in the house since 1960?

Mr. Brown: Yes, we have. In connection with that we know that in 1960 that Mr. Hill took possession of the property when Monumental constructed the home and of course we would have no control over. We know that it was under his control up until September 28, 1963, and since that date we've had control of who has lived in the property.

Mr. Bryan: Do you know if Mr. Hill lived in it himself after the home was built?

Mr. Brown: Yes, he did.

Mr. Bryan: Are you aware of any other proceedings to test the title to this property?

Mr. Brown: No, I am not.

Mr. Bryan: Do you know of any liens or encumbrances on this property?

Mr. Brown: I do not know of any liens or encumbrances.

Mr. Bryan: Are you aware of any claims of ownership in this property by the heirs of Charles B. Downes, specifically the defendants in this proceeding?

Mr. Brown: No, we are not. I am not.

Mr. Bryan: Thank you, sir. This concludes the deposition.

STATE OF MARYLAND )  
 ) SS  
COUNTY OF ANNE ARUNDEL )

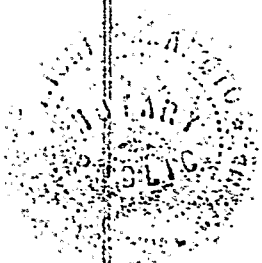
I am a Notary Public in and for the County and State aforesaid, duly commissioned and authorized to administer oaths by the laws of the State of Maryland. The within deposition was taken before me at the place, date and time set forth therein. The witnesses, before each of their respective examinations, were sworn by me. The within deposition is a true record of the testimony given by the witnesses.

I further certify that counsel and all parties have waived examination, reading and signing of this transcript by the witnesses, and that I am not a relative or employee of, or attorney or counsel for any of the parties to this action, and that I am not a relative or employee of any such attorney or counsel, and that I am not financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 4th day of December, 1968.

*Willie Skounts*

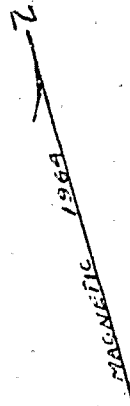
Notary Public  
My Commission Expires: *July 1, 1969*



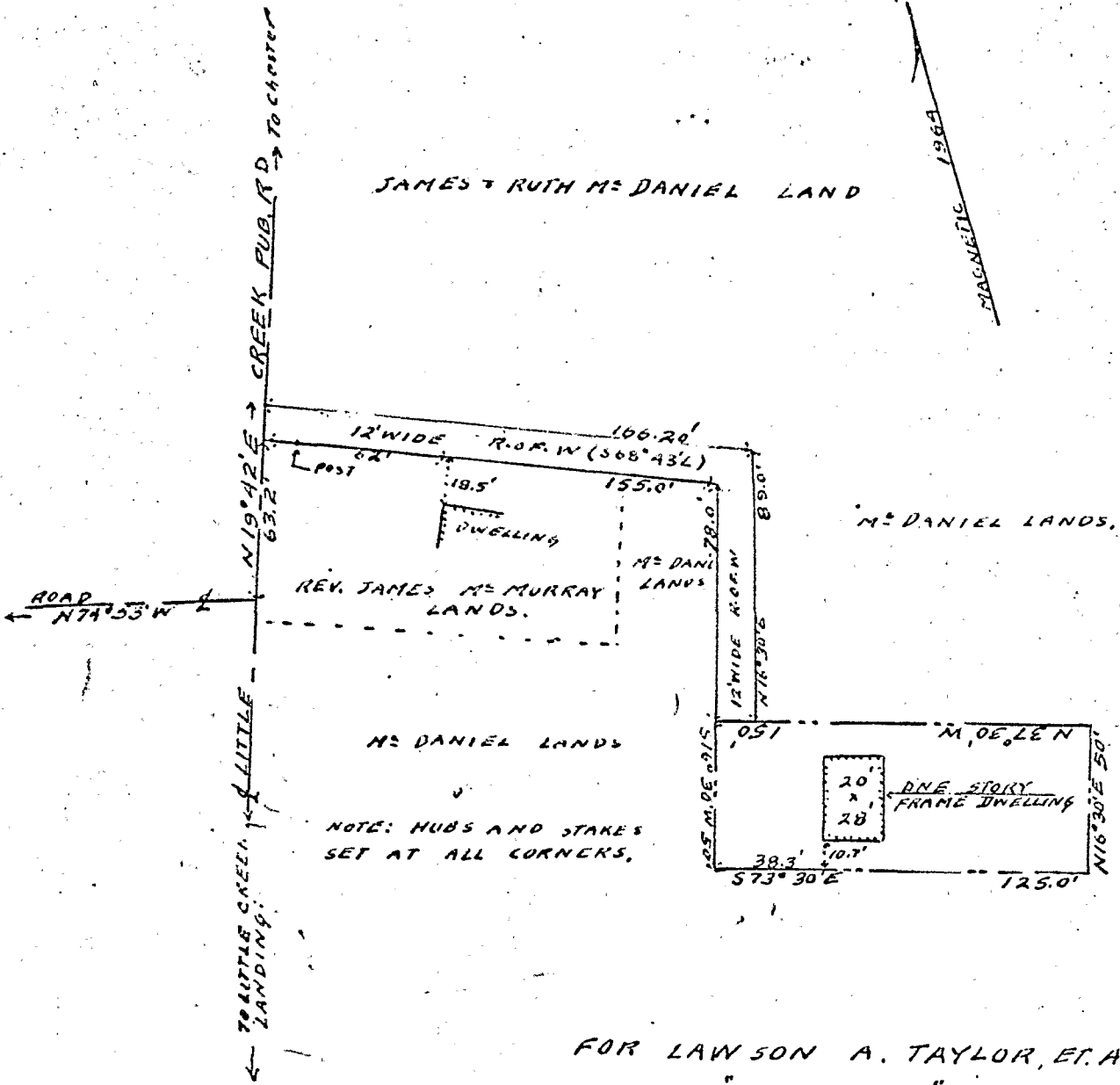
*Filed Jan 23, 1969*

LIBER

5 PAGE 107



JAMES & RUTH Mc DANIEL LAND



NOTE: HUBS AND STAKES SET AT ALL CORNERS.

NOTE: FOR TITLE SEE JAS. Mc DANIEL ET AL TO LAWSON O. HILL ET AL. 10/11/60 - T.S.P. 57-FOLIO 178.

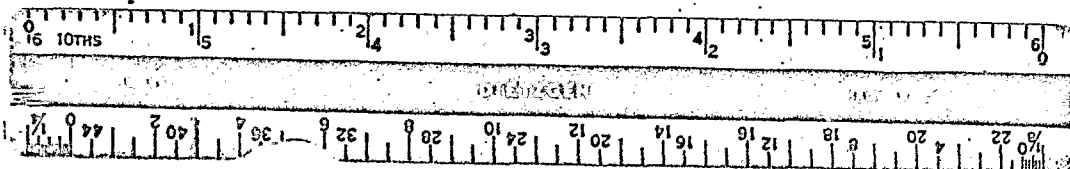
FOR LAWSON A. TAYLOR, ET AL. IN THE "DOMINION", KENT ISLAND, THE 4<sup>TH</sup> ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND. SCALE: 1" = 50' JUNE-1964.

NOTE: INFORMATION ON ALL LINES HEREON SHOWN CAME FROM JAMES Mc DANIEL.

J.B. METCALFE, ENGR. CHESTERTOWN, M.D.

Filed Jan 23 1969

EXHIBIT 1



46

CONSOLIDATED SECURITY SAVINGS : IN THE CIRCUIT COURT  
 & LOAN ASSOCIATION, INC., now :  
 UNITED MORTGAGE CORPORATION, :  
 a body corporate, :  
 210 Crain Highway, N.W. : FOR  
 Glen Burnie, Maryland :  
 Plaintiff :  
 vs. : QUEEN ANNE'S COUNTY  
 THOMAS CECIL DOWNES, :  
 3609 Courtleigh Drive :  
 Randallstown, Maryland, : IN EQUITY  
 Individually and as :  
 Surviving Executor of :  
 the Estate of Charles :  
 B. Downes, Deceased, : CAUSE NO. 4717  
 ET AL. :  
 Defendants :

DEPOSITIONS

I, the undersigned, Lucy Blackiston, a Notary Public of the State of Maryland, in and for Queen Anne's County, hereby certify that upon the request of David C. Bryan, attorney for Plaintiff, I did attend in the law office of David C. Bryan, 119 Lawyers Row, Centreville, Maryland, on Wednesday, December 11, 1968, at 1:30 o'clock P.M., an adjournment of the scheduled time of 9:00 o'clock A.M. on December 6, 1968, at which time and place there were present Claude Lowery, Sr., and David C. Bryan; and then and there I heard the following testimony, having first sworn the witnesses; the testimony was recorded by an electronic recording machine and transcribed under my direction.

It is stipulated that Lucy Blackiston may be the Notary Public before whom this deposition is taken even though she is a secretary for Wood and Bryan.

First witness, on behalf of Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, being duly sworn, did depose as follows:

Mr. Bryan: Mr. Lowery, can you give us your name and your address, please?

Mr. Lowery: Claude Lowery, Chester, Maryland.

Mr. Bryan: And what position do you hold?

Mr. Lowery: Supervisor of Assessments for Queen Anne's County.

Mr. Bryan: And how long have you held this?

Mr. Lowery: Since December 1, 1956.

Mr. Bryan: How old are you, sir?

Mr. Lowery: I'm 67 years old.

Mr. Bryan: And where have you lived during your life?

Mr. Lowery: I was born on Kent Island and have lived there my entire life.

Mr. Bryan: About how far from this property have you lived?

Mr. Lowery: I have never lived more than 4 miles from this property as the crow flies.

Mr. Bryan: I show you a plat by James B. Metcalfe dated June, 1964, which is marked Exhibit 1, and ask you if you can identify it, by identify it I mean identify the property that's on it?

Mr. Lowery: Yes, I can identify it, the property on it.

Mr. Bryan: Now who owns the - there's a lot - the property I'm speaking of is the lot that's 50 feet by 125 feet and its labeled as having a one story frame dwelling on it, do you know who owns that property now?

Mr. Lowery: Consolidated Security Savings & Loan Association.

Mr. Bryan: Have you ever visited the property?

Mr. Lowery: Yes, I've been on the property several times, assessing.

Mr. Bryan: About how many times and how long ago would you say?

Mr. Lowery: I've been on there at least twice assessing and the last time I would say it has been as much as 3 years ago.

Mr. Bryan: Are the boundary lines shown on the plat for this lot correct or approximately correct?

Mr. Lowery: I would say they are approximately correct.

Mr. Bryan: What improvements did you observe on the property when you went there?

Mr. Lowery: It had a cottage, we call it a cottage, it was on tiers, and 20' x 28', a cottage on tiers.

Mr. Bryan: 20 feet wide and ....

Mr. Lowery: 20 feet wide and 28 feet in length.

Mr. Bryan: All right, sir. Do you happen to know when this house was built, approximately?

Mr. Lowery: I would say about '61 or '62.

Mr. Bryan: Do you happen to know when Consolidated - is this property assessed on the tax records to Consolidated Security Savings & Loan, do you know?

Mr. Lowery: It is to them at the present time.

Mr. Bryan: Do you happen to know when they obtained title to the property?

Mr. Lowery: The 28th of December, 1963.

Mr. Bryan: Now you're looking at Exhibit L of the Bill of Complaint, can you identify Exhibit L?

Mr. Lowery: As a deed, yes, we would know it was a deed, the deed was brought in to be recorded, and we would have reasons to see the deed in my office and also if there is any question about it go over in the Clerk's office and read the deed.

Mr. Bryan: Can you identify Exhibit L as being the deed from Lawson O. Hill and his wife to Consolidated Security Savings & Loan?

Mr. Lowery: Yes.

Mr. Bryan: Who had the property before Consolidated, do you recall that?

Mr. Lowery: Lawson Hill had it.

Mr. Bryan: And can you recall when Lawson Hill received it and who from?

Mr. Lowery: Lawson Hill got it from James and Ruth McDaniel, the land, and the house was put on after he bought the lot.

Mr. Bryan: Approximately when did he get it, did he receive the property on October 11, 1960?

Mr. Lowery: Yes.

Mr. Bryan: And is Exhibit K to the Bill of Complaint the deed under which Lawson Hill received this property from Ruth McDaniel?

Mr. Lowery: Yes, this is the one that he received from James and Ruth, I believe.

Mr. Bryan: Who had the property before? Can you recall who and when James and Ruth McDaniel got this property from?

Mr. Lowery: They got it from Mr. Roland Carville.

Mr. Bryan: Can you recall approximately when, what year?

Mr. Lowery: About 1948.

Mr. Bryan: Mr. Lowery, did James McDaniel live on this land after he bought it?

Mr. Lowery: No, I don't think he ever lived on it.

Mr. Bryan: Where did he live?

Mr. Lowery: He lived in a home adjoining right to this piece of land.

Mr. Bryan: You mean after he got this land, his lot, his home lot, and this land were one lot in one ownership?

Mr. Lowery: That's right, in one ownership under

separate deeds. One ownership.

Mr. Bryan: Was it generally known and recognized in the community that this tract of land was owned by James McDaniel?

Mr. Lowery: I'm sure it was.

Mr. Bryan: Can you recall who owned this land before Mr. Roland Carville?

Mr. Lowery: It was owned by William Thomas and his wife.

Mr. Bryan: And do you know approximately how long they owned it?

Mr. Lowery: They owned it for several years, I don't know exactly how long.

Mr. Bryan: Mr. Lowery, do you know when William Thomas got title to this property?

Mr. Lowery: No, I couldn't give you the exact date when he did.

Mr. Bryan: Can you recall anything about how long he owned it before Mr. Carville owned it; several years or weeks or months, or what?

Mr. Lowery: I know he owned it several years before Mr. Carville got it.

Mr. Bryan: What was the property used for when William Thomas owned it?

Mr. Lowery: He may have tilled part of it and part of it had some scrub wood on it.

Mr. Bryan: Can you recall whether or not there was a house there?

Mr. Lowery: Not definite whether there was an old house on it or not.

Mr. Bryan: Was there any question in the community about who owned this property?

Mr. Lowery: Not as far as I know.

Mr. Bryan: Do you know anyone ever claiming it besides the owners that you have named?

Mr. Lowery: Not to my knowledge.

Mr. Bryan: Do you know that the owners that you have named claimed it during the period of their ownership?

Mr. Lowery: Yes.

Mr. Bryan: Do you have any knowledge with regard to payment of taxes, whether or not any of these owners have paid the taxes on it and how long?

Mr. Lowery: Since 1951 when I was Treasurer of Queen



Anne's County and James McDaniel paid taxes on it and has continued to pay taxes on it up until the present time and I know this because if he hadn't it would have been sold at a tax sale and a deed would have come through the Supervisor of Assessments office for it.

Mr. Bryan: And the same would be true of Lawson Hill or Consolidated if they had not paid the taxes?

Mr. Lowery: That's right.

Mr. Bryan: I don't think I have anymore questions. Thank you, Mr. Lowery.

Second witness, on behalf of Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, being duly sworn, did depose as follows:

My name is David C. Bryan and my address is 119 Lawyers Row, and I am an attorney admitted to practice before the Court of Appeals of Maryland, and I have been practicing law in Queen Anne's County for approximately 5 years.

I examined the title to the real estate described in the Bill of Complaint and my title examination disclosed that this property is part of a tract of 12 acres and 35 perches, which was purchased by Perry Johnson from Alexander C. Lowery and wife by deed dated September 13, 1879, and recorded among the land records of Queen Anne's County in Liber J.W. No. 10, folio 147. And that the said Perry Johnson devised this property by his Last Will and Testament dated September 29, 1880, and recorded among the Will Records of Queen Anne's County in Liber T.A.B. No. 2, folio 132, to his son, Isaiah Johnson. Exhibit B to the Bill of Complaint is the will of Perry Johnson as recorded among the Will Records of Queen Anne's County. Isaiah Johnson gave a mortgage on this property to James R. Ringgold and Charles W. Ringgold dated December 4, 1885, and recorded among the Land Records of said Queen Anne's County in Liber S.C.D. No. 7, folio 523. Exhibit C to the Bill of Complaint is a copy of this mortgage as recorded among the Land Records of Queen Anne's County. This mortgage was assigned on February 20, 1886, to Charles B. Downes. Isaiah Johnson also gave another mortgage on this property to Charles B. Downes, which is dated May 24, 1889, and recorded among said Land Records in Liber W.D. No. 3, folio 154. Exhibit D to the Bill of Complaint is the mortgage as it is shown on the Land Records. In Chancery Cause No. 1063 on the Equity Docket of the Circuit Court of Queen Anne's County entitled "Charles B. Downes vs. Isaiah Johnson" the mortgage dated May 24, 1889, which is Exhibit D of the Bill of Complaint, was foreclosed, the reported purchaser was Charles B. Downes, and after Order Nisi duly published, the sale was finally ratified. My examination of the Land Records did not disclose any deed of conveyance to the said Charles B. Downes. According to the records of the Orphans' Court of Queen Anne's County Charles B. Downes died in the year 1922. An examination of the records in his estate did not disclose any trace of either mortgage or any trace of this real estate. An examination of the

indicies of the Land Records of Queen Anne's County does not disclose any conveyance of this property by the executors of the estate of Charles B. Downes or by Mr. Downes' residuary devisees. Exhibit G to the Bill of Complaint is the Last Will and Testament of Charles B. Downes as the same is recorded among the Will Records of Queen Anne's County. Exhibit F of the Bill of Complaint is a list of mortgages and other sperate debts as inventoried among the estate of Charles B. Downes in the Orphans' Court of Queen Anne's County. And Exhibit E to the Bill of Complaint is the Inventory of Real Estate of Charles B. Downes as filed among the Inventory Records of the Orphans' Court of Queen Anne's County.

After the mortgages to Charles B. Downes this property disapears from the Land Records and it does not reappear again until the deed dated January 30, 1930, from Elizabeth Jones and John Jones, her husband, to William Thomas. This deed is recorded in Liber B.H.T. No. 10, folio 481, and the deed recorded in the Land Records as filed as Exhibit H to the Bill of Complaint. This deed contains no title reference and the indicies among the Land Records do not disclose any transfer of title to the grantors. The Land Records disclose that the property was subsequently sold by Oscar W. Tarr, Sheriff of Queen Anne's County, pursuant to a Writ of Fi Fa issued out of the Circuit Court for Queen Anne's County and conveyed to T. Roland Carville by deed dated November 16, 1948, and recorded among said Land Records in Liber N.B.W. No. 2, folio 524, a certified copy of this deed being attached to the Bill of Complaint is Exhibit I. The balance of the chain of title has been testified to by other witnesses and this concludes my testimony.

STATE OF MARYLAND )  
 ) SS  
COUNTY OF QUEEN ANNE'S )

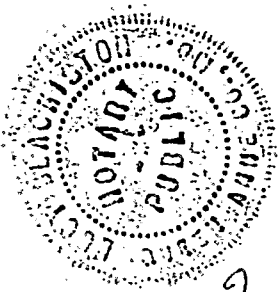
I am a Notary Public in and for the County and State aforesaid, duly commissioned and authorized to administer oaths by the laws of the State of Maryland. The within deposition was taken before me at the place, date and time set forth therein. The witnesses, before each of their respective examinations, were sworn by me. The within deposition is a true record of the testimony given by the witnesses.

I further certify that counsel and all parties have waived examination, reading and signing of this transcript by the witnesses, and that I am not a relative of, or attorney or counsel for any of the parties to this action, and that I am not a relative of any such attorney or counsel, and that I am not financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 23rd day of January, 1969.

Lucy Blackiston  
Lucy BLACKISTON  
Notary Public

My Commission Expires: July 1, 1969



Filed Jan 23 1969

LIBER

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47

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., now UNITED MORTGAGE CORPORATION, a body corporate, 210 Crain Highway, N.W. Glen Burnie, Maryland Plaintiff	:	IN THE CIRCUIT COURT
	:	
	:	FOR
	:	
vs.	:	QUEEN ANNE'S COUNTY
	:	
THOMAS CECIL DOWNES, 3609 Courtleigh Drive, Randallstown, Maryland, Individually and as Surviving Executor of the Estate of Charles B. Downes, Deceased, ET AL. Defendants	:	IN EQUITY
	:	
	:	CAUSE NO. 4717
	:	

DECREE

The proceedings in the above captioned cause having been read and considered, IT IS this *23<sup>rd</sup>* day of *January*, 1969, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court ADJUDGED, ORDERED and DECREED that Consolidated Security Savings & Loan Association, Inc., now United Mortgage Corporation, has absolute ownership and the right of disposition of the lot or parcel of land, situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, which is described by metes and bounds, courses and distances, in paragraph number 1. of the Bill of Complaint in this proceeding.

*B. Hackett Turner Jr.*  
Judge

*Filed Jan 23 1969*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this thirty-first day of July, in the year nineteen hundred and sixty-eight, the following Bill of Complaint was brought to be recorded, to wit:

Individually and As  
MADISON BROWN, / Executor Under  
the Will of Sarah Eliza Faith-  
ful Brown, late of Queen  
Anne's County, Maryland,  
deceased, 102 Kidwell Avenue,  
Centreville, Maryland,  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
114 Kidwell Avenue,  
Centreville, Maryland,

HAMPTON E. BROWN, JR.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

HAMPTON E. BROWN, III,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

BETTINA PRATT BROWN, infant,  
c/o Hampton E. Brown, Jr.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland 20910,

TURBITT BROWN, infant,  
c/o Hampton E. Brown, Jr.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

RICHARD HAMPTON LEWIS, infant,  
c/o Mrs. Priscilla Brown Zwitter,  
114 Kidwell Avenue,  
Centreville, Maryland,

ELIZABETH TOWNSHEND OVERCASH and  
PETER A. AGELASTO, III, Executors  
Under the Will of Marian Brown  
Townshend, late of Virginia Beach,  
Virginia, deceased,  
c/o Peter A. Agelasto, III, Esq.,  
401 Citizens Bank Building,  
Norfolk, Virginia 23510,  
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4971

BILL OF COMPLAINT

Your Orator, complaining, says:

1. That Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland, died on the 4th day of May, 1966, leaving a last Will and Testament dated September 25, 1959, duly executed, to pass real and personal property, which said will has been

admitted to probate and is recorded among the will records of Queen Anne's County in Liber E.C.W. No. 2, folio 447. A duly authenticated copy of the said will and probate was filed with the original petition in this Court in Chancery Cause No. 4956, marked "Exhibit A".

2. That your Orator is the duly qualified surviving executor under said will, his co-executrix having departed this life, as appears by reference to a certificate of the Register of Wills of Queen Anne's County filed herewith as part hereof, marked "Exhibit A-1".

3. That the personal estate of said testatrix was not sufficient to pay her debts, as appears by reference to the first and final administration account of your Orator, ratified by the Orphans' Court of Queen Anne's County on August 29, 1967, of which a certified copy is filed herewith, marked "Exhibit A-2".

4. That said testatrix died seized and possessed of a certain improved lot of land located in the Town of Centreville, Queen Anne's County, in the State of Maryland, more particularly described in a certain deed dated November 14, 1923, recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 11, folio 420 from Thomas J. Keating, Trustee, et. al., unto Hampton E. Brown and the testatrix (therein named as Sarah Eliza Brown), his wife, as tenants by the entireties, in fee simple. A certified copy of said deed was filed in this Court with said original petition in Chancery Cause No. 4956, marked "Exhibit B". The said real estate vested solely in said testatrix upon the death of her husband, Hampton E. Brown, in November, 1957.

5. That by virtue of Item "8" of said last Will and Testament, the above described real estate is now vested in fee simple, subject to your Orator's right to recover the overpayment of the decedent's personal estate, as follows:

(a) An undivided one-fourth interest passed to the testatrix' daughter, Marian E. Townshend, by Item "8(a)" of said Will. Said devisee having departed this life in or about the month of June, 1967, a resident of Virginia Beach, Virginia, her interest passed under Article IX of her Will, executed in the name of Marian Brown Townshend under date of March 14, 1967, admitted to probate on June 23, 1967 in the Clerk's Office of the Circuit Court of Virginia Beach, Virginia, and of record in said office, of which a fully exemplified copy has been recorded among the will records of Queen Anne's County, Maryland, a copy thereof certified by the Register of Wills of Queen Anne's County being filed herewith as part hereof, marked "Exhibit C". By the terms of said Article IX of the will of Marian Brown Townshend, her interest passed to the defendants, Hampton E. Brown, III, Bettina Pratt Brown, Turbitt Brown and Richard Hampton Lewis, the last three of whom are infants under the age of twenty-one years, share and share alike, in fee simple, subject to the rights of creditors of Marian Brown Townshend, deceased, death taxes and the rights of Elizabeth Townshend Overcash and Peter A. Agelasto, III, named as Executors with power to sell the real estate of their testatrix.

(b) An undivided one-fourth interest is vested in the defendant, Priscilla Brown Zwitzer, in fee simple.

(c) An undivided one-fourth interest is vested in your Orator individually, in fee simple.

(d) An undivided one-fourth interest was devised to the said Marian E. Townshend, now deceased, and her husband, Easton Townshend, who had predeceased her (as well as the testatrix, Sarah Eliza Faithful Brown), in trust for the benefit of the children of testatrix' son, Hampton E. Brown, Jr., living at the death of the testatrix and the children of her said son, who might be born before the youngest such child living at her death who survives the age of twenty-one years shall attain such age, upon the terms more fully set forth in Item "8(d)" of said Will. Upon the testatrix' death, the following children of her son, Hampton E. Brown, Jr., were living and are now living, that is to say:

Hampton E. Brown, III, born July 8, 1945;  
Bettina Pratt Brown, born June 24, 1949; and  
Turbitt Brown, born September 30, 1954.

No other children of said Hampton E. Brown, Jr., have since been born. The purpose of Chancery Cause No. 4956 above referred to is to have a trustee appointed to fill the vacancy in the trust created by said Item "8(d)" by the deaths of the two trustees therein named. No successor fiduciary has yet been appointed in said Chancery Cause No. 4956.

6. That the heirs at law of the said Sarah Eliza Faithful Brown are also the heirs at law of the said Marian E. Townshend, also known as Marian Brown Townshend, to wit:  
Priscilla Brown Zwitzer, defendant  
Hampton E. Brown, Jr., defendant  
Madison Brown (your Orator)

7. That, in addition, and in the alternative, said land cannot be divided without loss or injury to the parties entitled, all of whom now in being are parties hereto, and it would be advantageous to said parties that said real estate be sold and the proceeds divided among or invested for the parties according to their respective interests.

TO THE END, THEREFORE:

1. That the above described real estate be sold to pay the debts of Sarah Eliza Faithful Brown, deceased, including the overpayment of her personal estate made by your Orator as her surviving executor.

2. That this case be consolidated with the said Chancery Cause No. 4956; or, in the alternative, that your Orator be permitted to file another certified copy of the will of Sarah Eliza Faithful Brown, deceased, in this Cause, to be marked "Exhibit A" and also be permitted to file the original deed hereinabove referred to, as an exhibit herein, to be marked "Exhibit B".

3. That the successor fiduciary to be appointed in said Chancery Cause No. 4956 be automatically made a defendant in this cause and required to answer this Bill of Complaint.

4. That a trustee be appointed to make said sale of real estate and to convey the property to the purchaser, free and clear of all the claims of the parties to this cause, and of those claiming by, from or under them or any of them, or under the Will of Sarah Eliza Faithful Brown, deceased, whether in being or not.

5. That the distribution of any surplus proceeds of sale be directed by this Honorable Court among the parties to this cause in accordance with their respective interests.

6. And that your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.,

WOOD AND BRYAN

By: Howard Wood  
(Howard Wood)

Attorneys for Plaintiffs  
119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Filed July 31, 1968*

ORDER TO CLERK

2/  
Mr. Charles W. Cecil, Clerk:

You will please issue the subpoenas in this case, returnable to the September return day; and you will please issue the Order of Publication, to be answered as promptly as possible, and deliver to us two true copies thereof for personal service.

WOOD AND BRYAN

By: Howard Wood  
Howard Wood

Attorneys for Plaintiffs

*Filed July 31, 1968*

CERTIFICATE OF SERVICE

I hereby certify that I left a copy of the foregoing Bill of Complaint at the office of Clayton C. Carter, Esq., Centreville, Maryland, record attorney in Chancery Cause No. 4956 in this Court on this *31<sup>st</sup>* day of July, 1968.

Howard Wood  
Howard Wood

*Filed July 31, 1968*



3,



# The State of Maryland

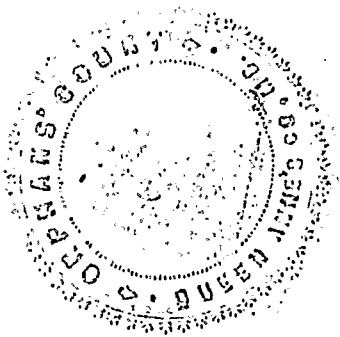
## Queen Anne's County Sect.

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that *LETTERS TESTAMENTARY* of all the goods, chattels, credits and personal estate of

SARAH ELIZA FAITHFUL BROWN,

\_\_\_\_\_ late of Queen Anne's County,  
deceased, were on the 9th day of May in the year of our Lord one  
thousand nine hundred and sixty -six granted and committed unto  
Marian E. Townsend, now deceased, and Madison Brown,

\_\_\_\_\_ now surviving  
the Execu tor by the Last Will and Testament of the said deceased, appointed, and that said letters are  
at this date in full force and effect.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 30th

day of July in the year of our

Lord, nineteen hundred and sixty -eight.

Test:

Dorothy E. Conolly  
Register of Wills for Queen Anne's County

Form 12

*Filed July 31, 1968*

*E. ... A-1*

IN THE MATTER OF THE ESTATE  
OF  
SARAH ELIZA FAITHFUL BROWN,  
DECEASED

\*  
\*  
\*  
\*  
\*

In the Orphans' Court of  
Queen Anne's County  
No. 3844

THE FIRST AND FINAL ADMINISTRATION ACCOUNT  
OF MADISON BROWN, SURVIVING EXECUTOR UNDER  
WILL OF SARAH ELIZA FAITHFUL BROWN, DECEASED

This Accountant charges himself with the personal estate of  
his decedent, as follows:

1. With the Inventory of Personal Estate	\$ 471.70
2. With the Inventory of Cash	561.67
3. With a refund of 1965 income tax received from the Treasurer of the United States	89.12
Estate to be accounted for	<u>\$1,122.49</u>

And this Accountant craves allowance for the following pay-  
ments and disbursements, per receipts exhibited:

1. Dorothy E. Connolly, Register of Wills, court costs	\$ 100.25
2. Edgar L. Lane, T/A Lane's Funeral Home, funeral expenses, per order of Court	664.00
3. Costs of administration, as follows:	
William McKenney, Jr., insurance on personal property	16.00
James B. Clements, appraiser's fee, per Order of Court	50.00
W. Edward Barton, same	50.00
Queen Anne's Record-Observer, notice to creditors	18.00
Howard Wood, Agent, Executors' bond premiums	20.00
Executors' commissions:	
10% of \$1,122.49	\$112.25
Less State Tax on Commissions: 1% of \$1,122.49	11.22
Leaving commissions retained	<u>\$101.03</u>
Same divided as follows: Estate of Marian E. Townsend	50.52
Madison Brown	50.51
State tax on Commissions, paid Register of Wills	11.22
Maryland National Bank, service charge	.50
4. Taxes: Internal Revenue Service, 1965 income tax	124.68
5. Debts of the decedent, per claims filed and approved by the Court:	
Town Commissioners of Centreville, 1966 Water and Sewer charges	128.00
Queen Anne's Record-Observer, advertising	13.50
Dr. John R. Smith, Jr., professional services	6.00
E. S. Adkins and Company, building materials	174.50
Thompson's Pharmacy, drugs	4.38
Dr. Stephen P. Carney, professional services	10.00
Cox Distributing Company, fuel oil	137.90
Maryland National Bank, note, principal \$200 and interest	208.00
Maryland National Bank, note, principal \$800 and interest	851.72
The Chesapeake and Potomac Telephone Company, service	24.44
Vincent O. Eareckson, Jr., M.D., professional services	50.00
Marian E. Townsend, money advanced to House of the Pines	<u>425.10</u>
Total Payments	<u>\$3,189.22</u>

And this Accountant reports payment of Maryland Inheritance  
Tax on the real estate of the decedent, per official receipt No.  
of the Register of Wills, as follows:

Examiner's Ex B  
Jm 7-31-69

Examiner's Ex B

Filed Aug 7, 1969

Appraised value of real estate		\$10,000.00
Total Payments, above	\$3,189.22	
Estate to be accounted for, above	<u>1,122.49</u>	
Overpayment by Surviving Executor		<u>2,066.73</u>
Leaving Clear Value of real estate		\$ 7,933.27

Inheritance Tax Paid: 1% of \$7,933.27 \$ 79.33

Respectfully submitted,

*Madison Brown*  
 Executor

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

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of August, 1967, before me, the subscriber, the Register of Wills of Queen Anne's County, personally appeared Madison Brown, surviving Executor of the Estate of Sarah Eliza Faithful Brown, deceased, and made oath in due form of law that all matters and facts set forth in said foregoing FIRST AND FINAL ADMINISTRATION ACCOUNT are true as therein stated, that said ACCOUNT is just and true as stated, and that he has paid or secured to be paid the several allowances craved in said ACCOUNT, to the best of his knowledge.

*James E. ...*  
 Register of Wills

ORDER OF COURT

ORDERED, this 24<sup>th</sup> day of August, 1967, by the Orphans' Court of Queen Anne's County, that the foregoing FIRST AND FINAL ADMINISTRATION ACCOUNT of the Estate of Sarah Eliza Faithful Brown, deceased, is hereby approved, finally ratified and confirmed, and is hereby ordered to be received, filed and recorded.

*Bernard P. ...*  
*Herbert J. ...*  
*Edgar E. ...*  
 Judges of the Orphans' Court  
 of Queen Anne's County

OFFICIAL RECEIPT  
REGISTER OF WILLS OFFICE

QUEEN ANNE'S COUNTY No 3322

CENTREVILLE, MD. 19.67

Estate of John P. ...

To REGISTER OF WILLS, Dr.

	Dollars	Cents
LETTERS—ADMINISTRATION .....		
" TESTAMENTARY .....		
" GUARDIANSHIP .....		
PROBATE AND RECORDING WILL.....		
CERTIFICATE .....		
RENUNCIATION .....		
INVENTORY—PERSONAL .....		
" REAL .....		
" TRUST ESTATE .....		
ORDER OF SALE—PERSONAL .....		
REPORT OF SALE—PERSONAL .....		
" " " REAL .....		
RATIFICATION OF SALE .....		
LIST OF DEBTS .....		
REGISTER'S FEES—ADMINISTRATION ACCOUNT .....	100	25
" " GUARDIANSHIP ACCOUNT .....		
" " KEEPING WILL .....		
" " RECORDING ASSIGNMENT .....		
" " ADDITIONAL BOND .....		
" " RECORDING CLAIM .....		
" " PETITION AND AFFIDAVIT .....		
" " ORDER OF COURT .....		
" " COPY .....		
" " RELEASES .....		
TAX ON COMMISSION .....	11	75
INHERITANCE TAX—ADMINISTRATION ACCOUNT .....		
120 " REAL ESTATE .....	77	00
" TRUST ESTATES .....		
" JOINT TENANCY .....		
CITATION—REGISTER .....		
" SHERIFF .....		
MISCELLANEOUS .....		
TOTAL .....	191	50

How Paid: Check  Cash  Register

This receipt will be the only one recognized as official. Can be used as voucher.

In the Orphans' Court for Queen Anne's County, Maryland, D.C.

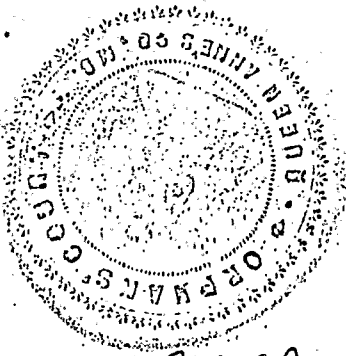
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of The First and Final Administration Account of Madison Brown, surviving Executor under Will of SARAH ELIZA FAITHFUL BROWN, deceased, and Official Receipt # 3322

as filed and passed in this office on August 29, 1967

and recorded in Liber D.E.C. No. 1 Folio 75

in Record Book of Administration Accounts.

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 30th day of July 1968.

Dorothy E. Connolly  
Register of Wills for Queen Anne's County, Maryland

*Filed July 31, 1968*

KNOW ALL MEN BY THESE PRESENTS, that I, MARIAN BROWN TOWNSEND, of Virginia Beach, Virginia, being of sound and disposing mind and memory, but realizing the uncertainties of life, do make, ordain, publish and declare the following as and for my last will and testament, hereby expressly revoking any papers testamentary made by me at any other time.

ARTICLE I

I direct that all my just debts and expenses for a modest funeral, including but not restricted to administrative expenses and the purchase and erection of a suitable monument or marker at my grave, be paid as soon after my death as may be convenient. All inheritance, estate and other succession taxes, whether payable by my estate or any beneficiary hereunder, shall be paid by my Executors out of the residuum of my estate and no portion thereof shall be charged to any beneficiary.

ARTICLE II

I give, devise and bequeath all of my flat silver, silver bowls and platters to my niece, Bettina Pratt Brown, of Tacoma Park, Maryland.

ARTICLE III

I give, devise and bequeath the antique fireside chair left to me by my mother, Sarah Eliza Faithful Brown, to my sister, Priscilla Zwitzer, of Annapolis, Maryland.

ARTICLE IV

I give, devise and bequeath my automobile to my brother, Madison Brown, of Centreville, Maryland.

ARTICLE V

I may leave a list, which I realize and intend shall have no legal effect, indicating certain persons to whom certain items of personal property might be given.

ARTICLE VI

I give, devise and bequeath the sum of Five Thousand Dollars (\$5,000.00), to St. Paul's Episcopal Church, Centreville, Maryland.

ARTICLE VII

I give, devise and bequeath the sum of Ten Thousand Dollars

Examined Ex D

Jan 7-31-69

Filed Aug 7, 1969

Emmanuel C

Marian Brown Townsend

(\$10,000.00) to Hampton Roads Association of Social Workers, Incorporated, this sum to be used for scholarships in the study of social work.

ARTICLE VIII

I give, devise and bequeath the sum of Five Thousand Dollars (\$5,000.00) to Washington College, of Chestertown, Maryland.

ARTICLE IX

I give, devise and bequeath all my interest in the residence and lots on which it is situated, presently numbered 102 Kidwell Avenue, Centreville, Maryland, to Hampton Emory Brown, III, Bettina Pratt Brown, and Turbitt Brown, children of my brother, Hampton Emory Brown, Jr., all being of Tacoma Park, Maryland, and to Richard Hampton Lewis, son of my sister, Priscilla Switzer, of Annapolis, Maryland, together with my interest in property located in Ardmore, Pennsylvania, presently known as 14 W. Lancaster Avenue, and any other property or money which I have received or which might be due me after my death arising from my beneficial share of the estate of my mother, Sarah Eliza Faithful Brown, who died in Centreville, Maryland, on May 5, 1966, to be theirs absolutely, share and share alike. This article shall not apply to certain items of silver or furniture which I may otherwise have disposed of in this my Will.

ARTICLE X

I give, devise and bequeath to Elizabeth Townsend Overcash, of Norfolk, Virginia, if she be living at the time of my death, the residence and lots on which it is situated, presently numbered 117 Linkhorn Drive, Virginia Beach, Virginia, together with all the furnishings and tangible personal effects not heretofore mentioned.

ARTICLE XI

All the rest, residue and remainder of my property of every kind and description, and wheresoever situate, including any lapsed or void legacy or devise, after satisfying all the bequests or devises hereinabove set out, and after payment or provision for payment of all administrative expenses and all death taxes as hereinabove directed, I give, devise and bequeath to Virginia National Bank, Peter A. Agelasto, III, and Elizabeth Townsend Overcash, as Trustees, to be held in trust and administered and disposed of as follows:

*Elizabeth Townsend*

A. My Trustees shall divide my said trust estate into two equal shares, one-half thereof for the use and benefit of the children of Elizabeth Townsend Overcash and the other one-half thereof for the use and benefit of the children of Mary Burton Townsend Morgan.

B. My Trustees shall distribute or accumulate the income arising therefrom as in their discretion may be proper. As to such portion of each equal share as shall be distributable to the beneficiaries thereof, same shall be distributed in periodic installments at least four times annually to the beneficiaries thereof and the issue of any deceased beneficiary per stirpes, and these beneficiaries shall receive the income until the division of the corpus is made by my Trustees as is hereinafter provided.

C. My said Trustees shall make distribution of the corpus and any accumulations of income of my said trust estate as follows:

(a) When any beneficiary attains the age of twenty-five years, such beneficiary may thereafter at his or her election receive one-third of his or her share of the corpus and accumulated income.

(b) When any beneficiary attains the age of thirty years, such beneficiary may thereafter at his or her election receive one-half of the remainder of his or her share of the corpus and accumulated income.

(c) When any beneficiary attains the age of thirty-five years, such beneficiary may thereafter at his or her election receive the remainder of his or her share of the corpus and accumulated income.

D. Should any of the beneficiaries named herein die before complete distribution to him or her of his or her part of my estate, that portion belonging to such child together with all accumulations thereon, shall be distributed to such child's issue, and if none, to his or her brothers and sisters.

E. My Trustees are authorized and directed in their discretion to expend from the corpus or principal of any of the shares set aside herein, in the event of emergency, such as illness or accident, or for educational purposes, including college, such amount as may be deemed advisable in the sole discretion of my Trustees, and my Trustees shall from corpus or

*Mary Burton Townsend*



BOOK 31 PAGE 48

principal of such share provide for the general welfare of my beneficiaries herein named to enable them to maintain a reasonable standard of life commensurate with the size of my estate and the standard of life to which they have been accustomed.

ARTICLE XII

To the extent permitted by the laws of Virginia in favor of any beneficiary, but not exceeding Two Hundred Thousand Dollars (\$200,000.00) in amount, or such other amount as may be provided by statute, the portion or divisible share thereof held in trust for any beneficiary shall be upon the condition that the corpus thereof and the income therefrom, or either of same, shall be applied by the Trustees to the support and maintenance of such beneficiary without same being subject to his or her liabilities or to alienation by any such person, and to that extent the provisions made by this my will for said beneficiary shall be a "Spendthrift Trust" as to such beneficiary.

ARTICLE XIII

The term "Executors" as set forth in this my Will shall apply to one or more persons or corporations as the context may require. The term "Trustees" as set forth in this my Will shall apply to one or more persons or corporations as the context may require.

My Executors shall have full power, authority and discretion to satisfy the trusts set up and established by this my Will by delivering and conveying to my Trustees, in cash or in kind, or part in cash and part in kind, and to select and designate and convey and assign to the Trustees of each such trust securities or other assets, including real estate and interest therein, which shall constitute said trust fund. The exercise by my Executors of this authority and discretion shall not be subject to question by any person.

My Executors during the period of administration, and my Trustees during the period of any trust created by this my Will, shall have power, authority and discretion to take possession of, hold, manage and control all of the property and estate to which I may be seised and possessed at the time

- 4 -

LIBER

5 PAGE 129

*William Brown Townsend*

of my death, be the same real, personal or mixed and wheresoever situate, with full discretionary powers of management, including the power of sale or resale of investments and reinvestments, both real and personal, without being restricted to those investments authorized by statute in Virginia for the investment of trust funds, and each is specifically authorized to retain any investments made by me during my lifetime or to dispose of same as they may deem advisable.

My Executors during the period of administration, and my Trustees throughout the period of any trust created by this my will, shall have authority to keep the corpus invested until it is finally delivered and distributed, including the authority to retain investments in the same form in which such fiduciaries shall receive the same, unless and until in the judgment of such fiduciaries it is wise and expedient to dispose of same, but without liability on the part of any fiduciary for depreciation in the value of the securities retained in accordance with this authorization; and any such fiduciary shall collect the rents, issues, income and profits, and after paying all proper costs, charges and expenses incident to the administration of my estate and the trusts created by this my Will, apply the same as directed herein.

As to any distributions made by reason of this my Will, whether of income or of corpus, my Trustees are authorized and directed in their sole and uncontrolled discretion to make such distributions to the guardian of any beneficiary who might be an infant, to the mother of any such infant, to the person with whom said infant may be residing, or directly to said infant, and such payments and distributions may be made for the account of said beneficiaries to persons, firms, corporations and institutions.

My Executors and my Trustees shall have full power and authority to execute all proper conveyances of real or personal property, to participate in and to protect the interest of my estate or any portion thereof in any receivership, bankruptcy or reorganization proceeding, and to take any other action incident or necessary to carry out the provisions of this my Will, including the right to institute suits for partition of real property.

BOOK 31 PAGE 50.

should same become necessary.

*Rebecca Townsend*

My Trustees herein named shall have full power and authority to hold or to invest all or any part of the corpus and the accumulations of any of the trusts herein provided in any type of real or personal property, tangible or intangible, regardless of diversification or State laws, and to hold and invest in common stocks, unimproved real estate, non-productive items, investment company shares; to hold cash uninvested or in savings accounts. They shall have full power to register securities or other properties in their own names or in the name of a nominee and to vote stock in person or by proxy; to exchange securities, to buy and exchange real estate and to borrow money on same, securing same by deed of trust or otherwise; to execute options and take advantage of any rights to buy property, real or personal, and to subscribe to additional securities; to pay all necessary assessments or other expenses for the protection of buildings or other property; to employ attorneys, investment counsel and other agents and pay their fees and charges from principal or from income; and to do all things necessary and desirable in looking after the trust estate.

My Trustees or any successor Trustee acting hereunder, in addition to and not in limitation of the powers hereinbefore set forth and those conferred by law, shall have the following additional powers:

(a) To exchange, convey, alter, repair, mortgage or sell any real estate at any time held by them and to extend, renew or replace any mortgage or deed of trust at any time held by them, and to grant options for the sale or exchange of all or any part of same, or any interest therein, on such terms and in such manner as they may deem advisable without applying to or procuring the authority of any court; to lease the same for any period of time and in such manner and upon such terms as they may deem advisable.

(b) To foreclose or extend mortgages and deeds of trust and bid in property under foreclosure, and to hold, lease and manage or sell same; to borrow money from any person, firm, corporation, partnership or bank at the prevailing interest rate for the purpose of raising funds for the payment of expenses, taxes, investment or for any purpose beneficial to the trust estates.

- 6 -

(c) To extend the time of payment of any obligation at any time held hereunder; to compromise debts due by or to them; to retain as long as they shall consider wise any of the investments or other property; to grant options for the sale or exchange of such property.

(d) To invest and reinvest any funds held in any of the trusts including, but without being limited to, accumulations of net income for the beneficiaries hereunder; to organize one or more corporations in such form and with such capital as they may deem advisable, and to transfer to such corporation or corporations money, real estate, securities or personal property.

(e) To carry on any business which I am operating at the time of my death if, in their discretion, it be wise so to do, provided, however, that such business shall be liquidated and its operation terminated as may in the discretion of my Trustees be for the best interest of my estate.

Any person or corporation serving as Trustee may be removed by petition filed with the Circuit Court of the City of Virginia Beach, Virginia; and the Judge thereof is hereby empowered to appoint a substitute individual or corporate Trustee. The individual beneficiaries named in this my Will who are sui juris and more than twenty-one (21) years of age may by their joint action file a petition with the Judge of the Circuit Court of the City of Virginia Beach, Virginia, for the removal and substitution of any individual or corporate Trustee, and the Judge of said court shall thereupon remove such individual or corporate Trustee just as if there had been mulfeasance of office on the part of such individual or corporate Trustee, and appoint such substitute successor Trustee as the said adult beneficiaries shall then designate. Any order appointing any successor Trustee shall be recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, and all persons, firms or corporations having occasion to transact business relating to any of the trust estates herein provided or with the Trustees thereof shall be entitled to rely absolutely on the then state of the record in such Court as to the identity of the then existing Trustees, without any obligation as to the proper performance of the duties of the

BOOK 31 PAGE 52

office of Trustee by the persons and corporations then of record as Trustees. Successor Trustees shall have the same powers and authority as original Trustees.

ARTICLE XIV

I nominate and appoint as my Executors Elizabeth Townsend Overcash and Peter A. Agelasto, III. No security shall be required on the official bond of my Executors, or upon any bond that may be required of my Trustees hereinbefore designated.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 14<sup>th</sup> day of <sup>January</sup> January, 1967.

Marian Brown Townsend (SEAL)

The foregoing Will, consisting of eight (8) typewritten pages, was signed, sealed, published and declared by Marian Brown Townsend, the testatrix therein named, as and for her Last Will and Testament, in the presence of us, who in her presence and at her request, all four being present at the same time, have hereunto set our hands as attesting witnesses thereto.

Margaret A. Townsend  
Alice Anderson  
Peter A. Agelasto III

*Marian Brown Townsend*

VIRGINIA:

BOOK 31 PAGE 53  
23rd

In the Clerk's Office of the Circuit Court of Virginia Beach, Va., on the ..... day of  
June, 1967.

A paper writing purporting to be the last will and testament of Marian Brown Townsend, deceased, late of the City of Virginia Beach, who departed this life on the 16th day of June, 1967, was this day produced in office and offered for probate. And thereupon came Peter A. Agelasto, III, and ONE of the subscribing witnesses to the said will, who having been first duly sworn, testified that the said Marian Brown Townsend the testatrix signed, sealed, published and declared the same as and for her last will and testament in his presence and in the presence of Margaret A. Townsend and Alice Anderson, the other subscribing witnesses thereto, and that they, the said Peter A. Agelasto, III, Margaret A. Townsend and Alice Anderson, in the presence of the testatrix, at her request, and in the presence of each other, all being present together at the same time, subscribed their names as witnesses thereto. Whereupon it is considered that the said paper writing has been duly and fully proved, and the same is ordered to be admitted to record as the true last will and testament of Peter A. Agelasto, III deceased.

And thereupon on motion of Elizabeth T. Overcash and Peter A. Agelasto, III, the Executors and Trustees therein named, who took the oath prescribed by law, and ~~together with~~ .....

entered into and acknowledged a bond in the penalty of -----Seven Hundred Fifty Thousand----- (\$750,000.00 Dollars) without surety (None required by will) conditioned according to law, a certificate is granted the said Elizabeth T. Overcash and Peter A. Agelasto, III for obtaining letters of probate and administration on the estate of Marian Brown Townsend, deceased, in due form.

And it is ordered that said bond be recorded.

Teste: JOHN V. FENTRESS, Clerk

BY: *Margaret M. Hood* D.C.

VIRGINIA:

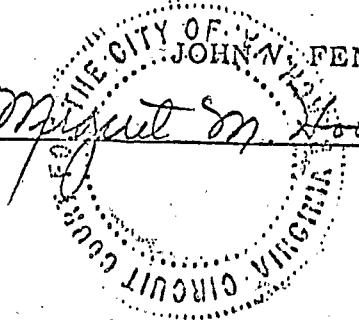
In the Clerk's Office of the Circuit Court of the  
City of Virginia Beach, on the 5th day of June , in  
the year 19 68

I, JOHN V. FENTRESS, Clerk of the aforesaid  
Court, do hereby certify that:

the foregoing Copy of the Last Will and Testament of Marian  
Brown Townsend, deceased, with order of probate attached  
thereto,

Is a true and exact copy of the original of record in my said office.

In Testimony Whereof, I have hereunto set  
my hand and the seal of the said Court at  
my office, this 5th day of June A.D.,  
19 68 , in the 192nd year of the  
Commonwealth of Virginia.

By *Margaret M. Hood* D.C.  


STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, TO-WIT:

I, JOHN V. FENTRESS, Clerk of the Circuit Court of Virginia Beach, Va., in the State of Virginia, do hereby certify that the foregoing and annexed

Copy of the Last Will and Testament of Maxian Brown Townsend, deceased,  
with order of probate attached thereto,

is a true copy from the Records of said Court.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office, this 5th day of June A.D., 1968, in the 192nd year of the Commonwealth of Virginia.

*John V. Fentress*  
Clerk.

STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, VA., TO-WIT:

I, P. W. Ackiss, Judge of the Circuit Court of Virginia Beach, in the State of Virginia, do certify that JOHN V. FENTRESS, who hath given the preceding certificate, is Clerk of said Court, and that his said attestation is in dup form.

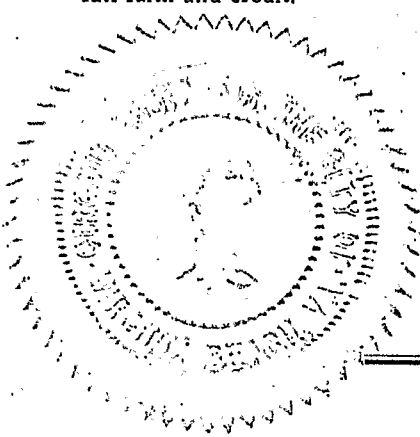
Given under my hand, this 5th day of June A.D., 1968

*P. W. Ackiss*  
Judge of the Circuit Court of Virginia Beach, Va.

STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, VA., TO-WIT:

I, JOHN V. FENTRESS, Clerk of the said Court of Virginia Beach, in the State of Virginia, do hereby certify that the Honorable P. W. Ackiss, whose genuine signature appears to the certificate above, is the only Judge of the said Court, and that all his official acts as such are entitled to full faith and credit.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office, this 5th day of June A.D., 1968, in the 192nd year of the Commonwealth of Virginia.

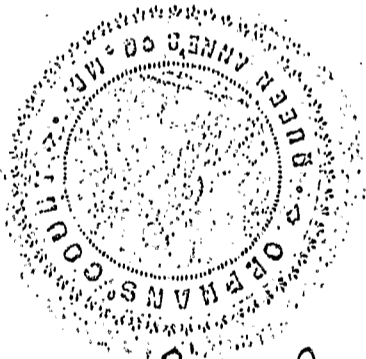
*John V. Fentress*  
Clerk.



In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of the Exemplified copy of The Last Will and Testament of  
MARIAN BROWN TOWNSEND, late of the State of Virginia, City of Virginia  
Beach, Virginia

for record  
as filed/returned in this office on July 29, 1968  
and recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_  
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 30<sup>th</sup>  
day of July 1968.

Anthony E. Connolly  
Register of Wills for Queen Anne's County, Maryland

*Filed July 31, 1968*

61  
 Individually and As  
 MADISON BROWN, /Executor Under  
 the Will of Sarah Eliza Faith-  
 ful Brown, late of Queen  
 Anne's County, 102 Kidwell Avenue,  
 Centreville, Maryland,  
 Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
 114 Kidwell Avenue,  
 Centreville, Maryland,

HAMPTON E. BROWN, JR.,  
 P.O. Box 1053,  
 Blair Station,  
 Silver Spring, Maryland, 20910,

HAMPTON E. BROWN, III,  
 P.O. Box 1053,  
 Blair Station,  
 Silver Spring, Maryland, 20910,

BETTINA PRATT BROWN, infant,  
 c/o Hampton E. Brown, Jr.,  
 P.O. Box 1053,  
 Blair Station,  
 Silver Spring, Maryland, 20910,

TURBITT BROWN, infant,  
 c/o Hampton E. Brown, Jr.,  
 P.O. Box 1053,  
 Blair Station,  
 Silver Spring, Maryland, 20910,

RICHARD HAMPTON LEWIS, infant,  
 c/o Mrs. Priscilla Brown Zwitzer,  
 114 Kidwell Avenue,  
 Centreville, Maryland,

ELIZABETH TOWNSHEND OVERCASH and  
 PETER A. AGELASTO, III, Executors  
 Under the Will of Marian Brown  
 Townshend, late of Virginia Beach,  
 Virginia, deceased,  
 c/o Peter A. Agelasto, III, Esq.,  
 401 Citizens Bank Building,  
 Norfolk, Virginia 23510,  
 Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 497/

ORDER OF PUBLICATION

This is to give notice that on the 31st day of July, 1968, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiff, against the Defendants. The Bill of Complaint alleges in substance that Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland, died on the 4th day of May, 1966, leaving a Will dated September 25, 1959, admitted to probate and recorded among the will records of said County in Liber E.C.W. No. 2, folio 447; that Plaintiff is the duly qualified surviving

executor under said Will; that the personal estate of said testatrix was not sufficient to pay her debts, as shown by Plaintiff's First and Final Administration Account, ratified by the Orphans' Court of Queen Anne's County on August 29, 1967; that testatrix died seized and possessed of an improved lot of land in Centreville, Maryland, described in a deed dated November 14, 1923, recorded among the land records of said County in Liber J.F.R. No. 11, folio 420, from Thomas J. Keating, Trustee, et. al., unto Hampton E. Brown and the testatrix, his wife, as tenants by the entireties, in fee simple, and that Hampton E. Brown died in November, 1957, leaving the testatrix as sole owner; that by Item "8" of said last Will and Testament, said real estate is vested in fee simple, subject to Plaintiff's right to recover the overpayment of decedent's personal estate as follows:

(a) An undivided one-fourth interest passed to testatrix' daughter, Marian E. Townshend, who died in June, 1967, a resident of Virginia Beach, Virginia; that said daughter's interest passed under Article IX of her Will, dated March 14, 1967, admitted to probate on June 23, 1967, in the Clerk's Office of the Circuit Court of Virginia Beach, Virginia, and of record in said office, unto Hampton E. Brown, III, adult, Bettina Pratt Brown, infant, Turbitt Brown, infant, and Richard Hampton Lewis, infant, in equal shares, subject to the rights of creditors of said deceased daughter, death taxes and the rights of Elizabeth Townshend Overcash and Peter A. Agelasto, III, named as executors with power to sell the real estate of their testatrix.

(b) An undivided one-fourth interest is vested in Priscilla Brown Zwitzer.

(c) An undivided one-fourth interest is vested in Madison Brown, individually.

(d) An undivided one-fourth interest was devised to Marian E. Townshend, now deceased, and her husband, Easton Townshend, who had predeceased her, in trust for the children of testatrix' son, Hampton E. Brown, Jr., living at the death of the testatrix, and the children of her said son who might be born before the youngest such child living at her death who survives the age of twenty-one years shall attain such age, upon the terms more fully set forth in Item "8(d)" of the first mentioned Will. Upon testatrix' death, the following children of her son, Hampton E. Brown, Jr., were living and are now living:

Hampton E. Brown, III, born July 8, 1945;  
Bettina Pratt Brown, born June 24, 1949; and  
Turbitt Brown, born September 30, 1954.

No other children of said Hampton E. Brown, Jr., have since been born. A suit is pending in Chancery Cause No. 4956 in this Court to have a trustee appointed to fill the vacancy in the trust created by said Item "8(d)" by the deaths of the two trustees therein named. No successor fiduciary has yet been appointed in said Chancery Cause No. 4956.

And that the heirs at law of Sarah Eliza Faithful Brown are also the heirs at law of Marian E. Townshend, also known as Marian Brown Townshend, to wit:

Priscilla Brown Zwitzer;  
Hampton E. Brown, Jr.; and  
Madison Brown.

And that said land cannot be divided without loss or injury to the parties entitled, all of whom now in being are parties hereto; and it would be advantageous to said parties that said real estate be sold and the proceeds divided among or invested for the parties according to their respective interests.

The relief prayed in the Bill of Complaint is substantially as follows:

That the Court appoint a trustee to sell said real estate in order to pay the debts of Sarah Eliza Faithful Brown, deceased, including the overpayment of her personal estate, made by Plaintiff, as her surviving executor, as shown by said First and Final Administration Account; that this case be consolidated with Chancery Cause No. 4956 and that the successor fiduciary to be appointed in Chancery Cause No. 4956 be automatically made a defendant in this cause and required to answer said Bill of Complaint; that the distribution of any surplus proceeds of sale be directed by the Court among the parties to this cause in accordance with their respective interests, and that Plaintiff may have such other and further relief as his case may require.

Whereupon, it is ordered by the Circuit Court for Queen Anne's County, this 31st day of July, 1968, that Plaintiff cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week in each of four successive weeks before the 5th day of September, 1968, giving notice to the Defendants, Elizabeth Townshend Overcash, and Peter A. Agelasto, III, executors under the will of Marian Brown Townshend, late of Virginia Beach, Virginia, deceased, of the object and substance of the Bill of Complaint and warning them and each of them to show cause, if any there may be, on or before the 14th day of October, 1968, why a decree should not be passed as prayed.

*Charles W. Cecil*

Clerk

*Filed July 31, 1968*

July 31, 1968 Summons were issued but never served.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 4971  
C.W.C.

Docket #1 Chy. fol. 369

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

TO: Richard Hampton Lewis, infant  
c/o Mrs. Priscilla Brown Zwitter  
114 Kidwell Avenue  
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

Madison Brown, Individually and As Executor Under the Will of Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland, deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 31st day of July 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

Wood and Bryan  
NAME: By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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 17, 1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 1, 1968

Summoned Richard Hampton Lewis, infant

on this 30 day of July 1968

and left with <sup>and</sup> him a copy of same left with Priscilla B. Zwitzer  
subpoena, bill of complaint & order of the Clerk

*George B. Sharp*  
Sheriff of Queen Anne's Co.

**Circuit Court For Queen Anne's County**

**EQUITY SUMMONS:**

September Return Day

File No. 4971  
C.W.C.

Docket #1 Chy. fol. 369

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

TO: Priscilla Brown Zwitzer  
114 Kidwell Avenue  
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

Madison Brown, Individually and As Executor Under the Will of  
Sarah Eliza Faithful Brown, late of Queen Anne's County, Mary-  
land, deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 31st day of July 1968.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

*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 17,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Aug 1, 1968*

Summoned Priscilla Brown Zwitzer

on this 30 day of July 1968

and left with her a copy of

subpoena, bill of complaint & order to the Clerk

*George B. Sharp*  
Sheriff of Queen Anne's Co.

9

MADISON BROWN, Individually and : IN THE CIRCUIT COURT  
As Executor :  
vs. : FOR  
PRISCILLA BROWN ZWITZER, ETAL. : QUEEN ANNE'S COUNTY  
: IN EQUITY  
: CAUSE NO. 4971

ANSWER OF PRISCILLA BROWN ZWITZER, DEFENDANT

Defendant, Priscilla Brown Zwitzer, by Clayton C. Carter, her attorney, in answer to the Bill of Complaint, says:

1. She admits the allegations of Paragraphs 1 through 7 of the Bill of Complaint.

2. Further answering the Bill of Complaint, she avers that the moneys advanced by said Madison Brown to pay the debts of Sarah Eliza Faithful Brown were not <sup>entirely</sup> his own funds but were rents from real estate of the decedent located in the State of Pennsylvania, and were the property of the persons who received said real estate under the Will of Sarah Eliza Faithful Brown.

3. And further answering the Bill of Complaint, she avers that the second prayer for relief should be denied as far as consolidating Chancery Cause No. 4956 with this Cause for the reason that said Cause No. 4956 relates to the appointment of a Trustee under the Will of Sarah Eliza Faithful Brown and effects real estate not only in this Cause but also real estate located in the State of Pennsylvania.

*Clayton C. Carter*  
Clayton C. Carter,  
Attorney for Priscilla Brown  
Zwitzer  
204 N. Commerce St.,  
Centreville, Maryland 21617  
Telephone: 758-1680

I CERTIFY that I delivered a copy of the within Answer to Howard Wood, Esq. of Wood & Bryan, Attorneys for the Plaintiff in this case at 119 Lawyers Row, Centreville, Maryland 21617, this 7<sup>th</sup> day of August, 1968.

*Clayton C. Carter*  
Attorney for Priscilla Brown  
Zwitzer  
Clayton C. Carter

*Filed Aug 8, 1968*

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LIBER

5 PAGE 144

MADISON BROWN, Individually and  
as Executor, etc., Plaintiff

In the Circuit Court for Queen Anne's County

No. 4971 in Equity

Judgment

Int. from

Costs

Credits

Recorded in Liber \_\_\_\_\_ folio \_\_\_\_\_

vs.

Priscilla Brown Zwitter, et al.  
Defendants

Mr. Charles W. Cecil,

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

✓ You will please reissue for Hampton E. Brown, Jr., Hampton E. Brown,  
3rd, Bettina Pratt Brown, infant, and Turbitt Brown, infant, to Montgomery  
County, to be served at 7109 Fairfax Road, Bethesda, Maryland, where  
Hampton E. Brown, 3rd, who is in military service, has advised that he  
will be present and available for service <sup>of process</sup> on September 20, 1968, and Sept.  
21, 1968.

Attorney for  
Wood and Bryan  
By *Howard Wood*

, Atty for Plaintiff

*Filed Sept 18, 1968*



11  
 MADISON BROWN, individually and \*  
 as Executor Under the Will of \*  
 Sarah Eliza Faithful Brown, late\*  
 of Queen Anne's County, Mary- \*  
 land, deceased \*  
 Plaintiff \*  
 vs. \*  
 PRISCILLA BROWN ZWITZER, et. al.\*  
 Defendants \*

In the Circuit Court for  
 Queen Anne's County  
 In Equity  
 Cause No. 4971

ADMISSION OF SERVICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Elizabeth Townshend Overcash and Peter A. Agelasto, III,  
 Executors under the Will of Marian Brown Townshend, late of  
 Virginia Beach, Virginia, deceased, each hereby admit service of  
 a true copy of the order of publication issued in the above  
 captioned cause by the Clerk of Court under date of July 31,  
 1968.

TEST: (as to executors) Elizabeth Townshend Overcash  
 Elizabeth Townshend Overcash  
Peter A. Agelasto, III  
 Peter A. Agelasto, III

Executors Under the Will of Marion  
 Brown Townshend, late of Virginia  
 Beach, Virginia, deceased

*Filed Sept 25, 1968*

Virginia:

In the Clerk's Office of the Circuit Court

of the City of Virginia Beach, on the 20th day of June, 1968

I, JOHN V. FENTRESS, Clerk of the said Court, of said City, do hereby certify that it appears from  
 the Records of said Court, on file in this office, that.....

Elizabeth T. Overcash and Peter A. Agelasto, III  
 duly qualified on the 23rd day of June, 1967, in said Court as the  
Executors and Trustees of the Estate of Marion Brown Townsend,  
deceased

That they executed and acknowledged a bond as prescribed by law in the penalty of  
 \$ 750,000.00 with no surety (None required by will)

and that the said bond was duly recorded.

And it further appearing from the record, that said qualification is still in full force and effect.

Given under my hand June 20th, 1968  
 the day and year first above written.

John V. Fentress Clerk  
 By Margaret M. Hood D.C.

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MADISON BROWN, Individually and	:	In the Circuit Court for
as Executor Under the Will of	:	
Sarah Eliza Faithful Brown, late	:	Queen Anne's County
of Queen Anne's County, Maryland,	:	
deceased,	:	
	:	
Plaintiff	:	In Equity
	:	
v.	:	Cause No. 4971
	:	
PRISCILLA BROWN ZWITZER, et al,	:	
	:	
Defendants.	:	

ANSWER OF EXECUTORS UNDER WILL OF  
MARIAN BROWN TOWNSEND, DECEASED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Elizabeth Townsend Overcash and Peter A. Agelasto, III, Executors under the will of Marian Brown Townsend, late of Virginia Beach, Virginia, deceased, to the Bill of Complaint filed in the above captioned cause says:

1. That these defendants are without knowledge as to the facts alleged by paragraphs numbered one, two, three and four of the Bill of Complaint.

2. That these defendants admit that Marian Brown Townsend departed this life on June 16, 1967, and was at the date of her death a resident of Virginia Beach, Virginia, and by Article IX of her will dated March 14, 1967, duly probated in the Clerk's Office of the Circuit Court of the City of Virginia Beach, on June 23, 1967, did devise her interest in the Estate of Sarah Eliza Faithful Brown, deceased, to Hampton E. Brown, III, Bettina Pratt Brown, Turbitt Brown and Richard Hampton Lewis, share and share alike, but as to other facts stated in said paragraph five, defendants are without knowledge of same.

3. That these defendants are without knowledge as to the facts alleged in paragraph numbered six and seven of the Bill of Complaint.

4. And, further answering the Bill of Complaint, these defendants say that they have no intention of exercising any power to sell any interest in real estate acquired by Marian Brown Townsend, deceased, in Queen Anne's County, Maryland, under the Will of Sarah Eliza Faithful Brown, deceased.

And, having fully answered the Bill of Complaint, these defendants pray that they may be hence dismissed with their costs.

And, as in duty bound, etc.,

Elizabeth Townsend Overcash  
Elizabeth Townsend Overcash

Peter A. Agelasto III  
Peter A. Agelasto, III  
Executors Under the Will of Marian Brown  
Townsend, late of Virginia Beach, Virginia,  
deceased.

Filed Sept. 25, 1968

CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of the foregoing Answer on this 24th day of ~~August~~<sup>September</sup>, 1968, to each of the following: Priscilla Brown Zwitzer, 114 Kidwell Avenue, Centreville, Maryland; Hampton E. Brown, Jr., P. O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; Hampton E. Brown, III, P. O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; and Clayton C. Carter, Esq., Centreville, Maryland, Attorney for Priscilla Brown Zwitzer.

  
Peter A. Agelasto, III

*Filed Sept. 25, 1968*

*13*

MADISON BROWN, Individually and as Executor Under the Will of Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland, Deceased Plaintiff	*	In the Circuit Court for
	*	
	*	Queen Anne's County
	*	
vs.	*	In Equity
	*	
PRISCILLA BROWN ZWITZER, et. al. Defendants	*	Cause No. 4971

ANSWER OF HAMPTON E. BROWN, III

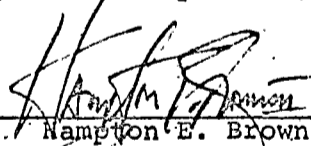
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Hampton E. Brown, III, to the Bill of Complaint filed in the above captioned cause says:

That this Defendant admits each and every allegation of the Bill of Complaint and consents to the sale of real estate and other relief prayed in the cause.

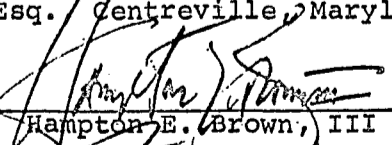
And, having fully answered the Bill of Complaint, this Defendant prays to be hence dismissed with his costs.

And, as in duty bound, etc.,

  
Hampton E. Brown, III

CERTIFICATE OF SERVICE

I hereby certify that on this 30<sup>th</sup> day of ~~September~~<sup>September</sup>, 1968, I mailed a copy of the foregoing Answer to each of the following: Hampton E. Brown, Jr., P.O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; Elizabeth Townshend Overcash and Peter A. Agelasto, III, Executors under the Will of Marian Brown Townshend, late of Virginia Beach, Virginia, deceased, c/o Peter A. Agelasto, III, Esq., 501 Citizens Bank Building, Norfolk, Virginia, 23510; and Clayton C. Carter, Esq., Centreville, Maryland, 21617.

  
Hampton E. Brown, III

*Filed Oct. 1, 1968*

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LIBER 5 PAGE 148  
Circuit Court For Queen Anne's County

EQUITY SUMMONS:

October Return Day

File No. 4971

Docket Chy. C.W.O. #1, fol. 369

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

TO: Hampton E. Brown, III  
7109 Fairfax Road  
Bethesda, Maryland

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

\_\_\_\_\_ next, to answer an action at the suit of  
Madison Brown, Individually and As Executor Under the Will of  
Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland,  
deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 18th day of September 19 68

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

ATTORNEY(S) FOR PLAINTIFF(S)

Wood and Bryan  
NAME: By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

Charles W. Cecil  
Clerk

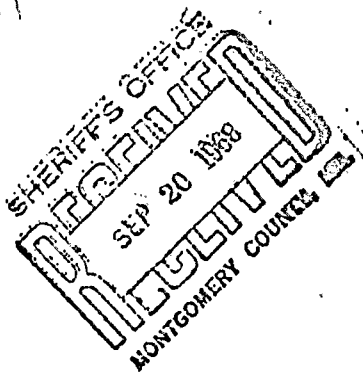


NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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 Oct 7, 1968*



Served the within Subpoena personally, by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with

Hampton E. Brown III

this 22 day of Sept, 1968.

Ralph W. Offutt  
Sheriff

15

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

October Return Day

File No. 4971

Docket.. C.W.C. #1, fol. 369

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

TO: Bettina Pratt Brown, infant  
c/o Hampton E. Brown, Jr.  
7109 Fairfax Road  
Bethesda, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of  
Madison Brown, Individually and As Executor Under the Will of  
Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland,  
deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 18th day of September 1968.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

Charles W. Cecil

Clerk

(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

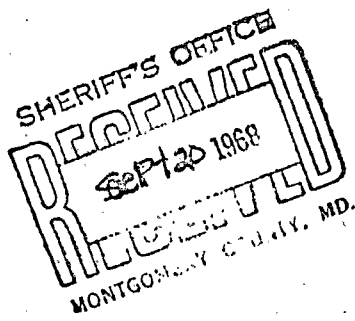
NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 22,  
1968. THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct 7, 1968

*Non Est 9.22.68 - Deft. attending  
School in North Carolina*

*Deft. U. Offuit*



150  
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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

October Return Day

File No. 4971

Docket C.W.C. #1, fol. 369

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

TO: Hampton E. Brown, Jr.  
7109 Fairfax Road  
Bethesda, Maryland

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

next, to answer an action at the suit of

Madison Brown, Individually and As Executor Under the Will of  
Sarah Eliza Faithful Brown, late of Queen Anne's County, Mary-  
land, deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 18th day of September 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

Wood and Bryan  
NAME: By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

*Charles W. Cecil*

Clerk

(Seal of Court)

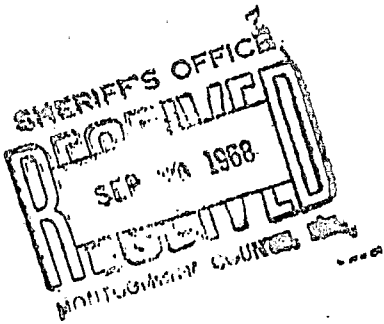
NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 22,  
1968 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Oct 7, 1968*



Non Est 10.4.68 Dept. out  
of town

Ralph W. Offutt  
Sheriff

17

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

October Return Day

File No. 4971

Docket C.A.W.O. #1, fol. 369

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

TO: Turbitt Brown, infant  
c/o Hampton E. Brown, Jr.  
7109 Fairfax Road  
Bethesda, Maryland

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

next, to answer an action at the suit of  
Madison Brown, Individually and As Executor Under the Will of  
Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland,  
deceased,  
102 Kidwell Avenue  
Centreville, Maryland

Issued the 18th day of September, 1968

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

ATTORNEY(S) FOR PLAINTIFF(S)

Wood and Bryan  
NAME: By Howard Wood  
119 Lawyers Row  
ADDRESS: Centreville, Maryland  
Telephone: 758-1643

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 October 22,  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Oct 7, 1968

SHERIFF'S OFFICE  
RECEIVED  
SEP 20 1968  
MONTGOMERY COUNTY, MD.

LITFF 5 PAGE 152

*Non Est. 10.4.68 unable to serve  
infant and father because father  
is out of town*  
Ralph W. Offutt  
Sheriff

MADISON BROWN  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
et. al.  
Defendants

\* In the Circuit Court for  
\* Queen Anne's County  
\* In Equity  
\* Cause No. 4971

MOTION TO PROCEED AGAINST CERTAIN DEFENDANTS BY PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Madison Brown, by Wood and Bryan, his solicitors, moves pursuant to Maryland Rule 105(c) to proceed against Hampton E. Brown, Jr., Bettina Pratt Brown, infant, and Turbitt Brown, infant, by publication. The grounds for this motion are:

1. That Hampton E. Brown, Jr., is the father of Bettina Pratt Brown and Turbitt Brown.
2. That the said Hampton E. Brown, Jr., Bettina Pratt Brown and Turbitt Brown are defendants in this suit and domiciliaries of the State of Maryland.
3. That we are advised that the said Bettina Pratt Brown is attending school in North Carolina.
4. That the said Hampton E. Brown, Jr., and Bettina Pratt Brown and Turbitt Brown have been returned non est, and reasonable efforts to effect service of process upon them pursuant to Rule 104(b) have been made, as will be seen by the accompanying affidavit.

WHEREFORE, your Petitioner prays your Honors to pass an order authorizing him to proceed against the said Hampton E. Brown, Jr., Bettina Pratt Brown, and Turbitt Brown by publication.

AND, AS IN DUTY BOUND, ETC.,

WOOD AND BRYAN

By: David C. Bryan  
David C. Bryan

Filed Dec 24, 1968



AFFIDAVIT

I, David C. Bryan, one of the partners of the firm of Wood and Bryan, and an attorney of record for the Plaintiff, hereby make oath in due form of law that the said firm of Wood and Bryan has made the following efforts to effect service of process upon Hampton E. Brown, Jr., and Bettina Pratt Brown and Turbitt Brown, his children, pursuant to Rule 104(b), in that said firm has as an address for Hampton E. Brown, Jr., Bettina Pratt Brown, and Turbitt Brown, P.O. Box 1053, Blair Station, Silver Spring, Maryland, 20910, but no residence address or address of a place of business; that inquiries were made of Madison Brown, plaintiff, and brother of the said Hampton E. Brown, Jr., and uncle of the said Bettina Pratt Brown and Turbitt Brown, as to such addresses; that the said Madison Brown advised that the said Hampton E. Brown, Jr., lives in Takoma Park, Maryland, but he knows of no home address or house number, and that the said Hampton E. Brown, Jr., works for Wilkie Buick in Washington, D.C.; upon inquiry, it was learned that there was no such company as Wilkie Buick, but a Williams Buick was found; a telephone call to Williams Buick disclosed that no such person as Hampton E. Brown, Jr., worked there; that Howard Wood, one of the partners of Wood and Bryan, as is disclosed by copies of correspondence and notes made in the usual course of said law business, communicated with the said Hampton E. Brown, Jr., through the above post office box on various matters and further, that on August 2, 1968, the said Howard Wood wrote the said Hampton E. Brown, Jr., at said post office box and asked him to make arrangements for service upon himself and his minor children and the filing of an answer; a second letter with the same request was sent on August 23, 1968 by certified mail; this second letter was returned by the postmaster marked "Unclaimed"; that on September 18, 1968, the said Howard Wood corresponded with Hampton E. Brown, III, the other child of the said Hampton E. Brown, Jr., and made arrangements for the said Hampton E. Brown, III, to be served at 7109 Fairfax Road, Bethesda, Maryland, on September 20, 1968 or September 21, 1968, and further requested him to have his father, the said Hampton E. Brown, Jr., and his brother and sister, the said Bettina Pratt Brown and Turbitt Brown, also present so that service could be made by the Sheriff of Montgomery County; service was effected on the said Hampton E. Brown, III, on September 20, 1968 as may be seen by the Sheriff's return herein, but the said Hampton E. Brown, Jr., and Bettina Pratt Brown and Turbitt Brown were returned "non est" with the notation that the said Bettina Pratt Brown was attending school in North Carolina and the said Turbitt Brown was with his father and out of town; this affiant learned that the said Bettina Pratt Brown may be attending the School of Fine Arts, University of North Carolina, Winston-Salem, North Carolina; correspondence with this institution was returned to the sender because of insufficient address.

David C. Bryan  
David C. Bryan

SUBSCRIBED and sworn to before me,  
a Notary Public of the State of  
Maryland, in and for Queen Anne's  
County, this 24<sup>th</sup> day of Dec. , 1968.

L. W. Blackiston  
L. W. BLACKISTON  
Notary Public  
My Commission Expires July 1, 1969.

Filed Dec. 24, 1968

LIBER

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CERTIFICATE OF SERVICE

I hereby certify that I mailed copies of the foregoing Motion to Proceed Against Certain Defendants by Publication and Affidavit to Clayton C. Carter, Esq., Centreville, Maryland, 21617, Attorney for Priscilla Brown Zwitzer; Hampton E. Brown, Jr., P.O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; Hampton E. Brown, III, 7109 Fairfax Road, Bethesda, Maryland; Bettina Pratt Brown, c/o Hampton E. Brown, Jr., P.O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; Turbitt Brown, c/o Hampton E. Brown, Jr., P.O. Box 1053, Blair Station, Silver Spring, Maryland, 20910; Richard Hampton Lewis, c/o Clayton C. Carter, Esq., Centreville, Maryland; Elizabeth Townshend Overcash, c/o Peter A. Agelasto, III, Esq., 401 Citizens Bank Building, Norfolk, Virginia 23510; and Peter A. Agelasto, III, Esq., 401 Citizens Bank Building, Norfolk, Virginia, 23510, this 23<sup>rd</sup> day of December, 1968.

David C. Bryan  
David C. Bryan

Filed Dec. 24, 1968

19 /

MADISON BROWN  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
et. al.  
Defendants

\* In the Circuit Court for  
\*  
\* Queen Anne's County  
\*  
\* In Equity  
\*  
\* Cause No. 4971

ORDER OF COURT

Upon the foregoing motion and affidavit, it is this 26<sup>th</sup> day of December, 1968, ORDERED, by the Circuit Court for Queen Anne's County, in Equity, that leave be granted to Plaintiff to proceed against Hampton E. Brown, Jr., Bettina Pratt Brown, and Turbitt Brown by publication pursuant to Maryland Rule 105.

B. Hackett Turner, Jr.  
Judge

Filed Dec. 26, 1968

20

MADISON BROWN, Individually and  
as Executor Under the Will of  
Sarah Eliza Faithful Brown,  
late of Queen Anne's County,  
102 Kidwell Avenue,  
Centreville, Maryland, 21617  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
114 Kidwell Avenue,  
Centreville, Maryland,

HAMPTON E. BROWN, JR.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

HAMPTON E. BROWN, III,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

BETTINA PRATT BROWN, infant,  
c/o Hampton E. Brown, Jr.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

TURBITT BROWN, infant,  
c/o Hampton E. Brown, Jr.,  
P.O. Box 1053,  
Blair Station,  
Silver Spring, Maryland, 20910,

RICHARD HAMPTON LEWIS, infant,  
c/o Mrs. Priscilla Brown Zwitzer,  
114 Kidwell Avenue,  
Centreville, Maryland,

ELIZABETH TOWNSHEND OVERCASH and  
PETER A. AGELASTO, III, Executors  
Under the Will of Marian Brown  
Townshend, late of Virginia Beach,  
Virginia, deceased,  
c/o Peter A. Agelasto, III, Esq.,  
401 Citizens Bank Building,  
Norfolk, Virginia, 23510,  
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4971

ORDER OF PUBLICATION

This is to give notice that on the 31st day of July, 1968,  
a Bill of Complaint was filed in the Circuit Court for Queen  
Anne's County by the Plaintiff, against the Defendants. The Bill  
of Complaint alleges in substance that Sarah Eliza Faithful Brown,  
late of Queen Anne's County, Maryland, died on the 4th day of May,  
1966, leaving a Will dated September 25, 1959, admitted to probate  
and recorded among the will records of said County in Liber E.C.W.  
No. 2, folio 447; that Plaintiff is the duly qualified surviving

executor under said will; that the personal estate of said testatrix was not sufficient to pay her debts, as shown by Plaintiff's First and Final Administration Account, ratified by the Orphans' Court of Queen Anne's County on August 29, 1967; that testatrix died seized and possessed of an improved lot of land in Centreville, Maryland, described in a deed dated November 14, 1923, recorded among the land records of said County in Liber J.F.R. No. 11, folio 420, from Thomas J. Keating, Trustee, et. al., unto Hampton E. Brown and the testatrix, his wife, as tenants by the entireties, in fee simple, and that Hampton E. Brown died in November, 1957, leaving the testatrix as sole owner; that by Item "8" of said last Will and Testament, said real estate is vested in fee simple, subject to Plaintiff's right to recover the overpayment of decedent's personal estate as follows:

(a) An undivided one-fourth interest passed to testatrix' daughter, Marian E. Townshend, who died in June, 1967, a resident of Virginia Beach, Virginia; that said daughter's interest passed under Article IX of her Will, dated March 14, 1967, admitted to probate on June 23, 1967, in the Clerk's Office of the Circuit Court of Virginia Beach, Virginia, and of record in said office, unto Hampton E. Brown, III, adult, Bettina Pratt Brown, infant, Turbitt Brown, infant, and Richard Hampton Lewis, infant, in equal shares, subject to the rights of creditors of said deceased daughter, death taxes and the rights of Elizabeth Townshend Overcash and Peter A. Agelasto, III, named as executors with power to sell the real estate of their testatrix.

(b) An undivided one-fourth interest is vested in Priscilla Brown Zwitzer.

(c) An undivided one-fourth interest is vested in Madison Brown, individually.

(d) An undivided one-fourth interest was devised to Marian E. Townshend, now deceased, and her husband, Easton Townshend, who had predeceased her, in trust for the children of testatrix' son, Hampton E. Brown, Jr., living at the death of the testatrix, and the children of her said son who might be born before the youngest such child living at her death who survives the age of twenty-one years shall attain such age, upon the terms more fully set forth in Item "8(d)" of the first mentioned Will. Upon testatrix' death, the following children of her son, Hampton E. Brown, Jr., were living and are now living:

Hampton E. Brown, III, born July 8, 1945;  
Bettina Pratt Brown, born June 24, 1949; and  
Turbitt Brown, born September 30, 1954.

No other children of said Hampton E. Brown, Jr., have since been born. A suit is pending in Chancery Cause No. 4956 in this Court to have a trustee appointed to fill the vacancy in the trust created by said Item "8(d)" by the deaths of the two trustees therein named. No successor fiduciary has yet been appointed in said Chancery Cause No. 4956.

And that the heirs at law of Sarah Eliza Faithful Brown are also the heirs at law of Marian E. Townshend, also known as Marian Brown Townshend, to wit:

Priscilla Brown Zwitzer;  
Hampton E. Brown, Jr.; and  
Madison Brown.

And that said land cannot be divided without loss or injury to the parties entitled, all of whom now in being are parties hereto; and it would be advantageous to said parties that said real estate be sold and the proceeds divided among or invested for the parties according to their respective interests.

The relief prayed in the Bill of Complaint is substantially as follows:

That the Court appoint a trustee to sell said real estate in order to pay the debts of Sarah Eliza Faithful Brown, deceased, including the overpayment of her personal estate, made by Plaintiff, as her surviving executor, as shown by said First and Final Administration Account; that this case be consolidated with Chancery Cause No. 4956 and that the successor fiduciary to be appointed in Chancery Cause No. 4956 be automatically made a defendant in this cause and required to answer said Bill of Complaint; that the distribution of any surplus proceeds of sale be directed by the Court among the parties to this cause in accordance with their respective interests, and that Plaintiff may have such other and further relief as his case may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 30th day of December, 1968, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 6th day of February, 1969, shall give notice to the defendants, Hampton E. Brown, Jr., Bettina Pratt Brown, and Turbitt Brown, who are persons who may be proceeded against as non-residents, of the substance and object of the bill of complaint and to appear in the Circuit Court for Queen Anne's County on or before the 10th day of March, 1969, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the plaintiff.

*Charles W. Cecil*

Clerk

*Filed Dec 30, 1968*

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MADISON BROWN, individually : IN THE CIRCUIT COURT  
 and as Executor under the :  
 Will of Sarah Eliza Faithful : FOR  
 Brown :  
 Plaintiff : QUEEN ANNE'S COUNTY  
 vs. : IN EQUITY  
 PRISCILLA BROWN ZWITZER, ET AL. :  
 Defendants : CAUSE NO. 4971

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ANSWER OF CLAYTON C. CARTER AND  
 DAVID C. BRYAN, TRUSTEES UNDER  
 ITEM 8 (d) OF THE WILL OF SARAH  
 ELIZA FAITHFUL BROWN, DECEASED

Clayton C. Carter and David C. Bryan, Trustees under Item 8 (d) of the Will of Sarah Eliza Faithful Brown, deceased, in answer to the Bill of Complaint, say:

I CERTIFY that I mailed a copy of the within Answer to Howard Wood, Esq., of Wood & Bryan, Attorneys for the Plaintiff in the Cause at 119 Lawyers Row, Centreville, Maryland 21617 this 20<sup>th</sup> day of February, 1969.

  
 Clayton C. Carter

Filed Mar 21, 1969

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IN THE MATTER OF THE  
TRUST UNDER ITEM 8 (d)  
OF THE WILL OF  
SARAH ELIZA FAITHFUL  
BROWN, DECEASED

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
CAUSE NO. 4956

DECREE OF APPOINTMENT

The Petition, Affidavit and Show Cause Order thereon having been read and considered, the said Hampton Emory Brown, III, having been mailed a copy of the Petition and of the Show Cause Order, and the said Hampton Emory Brown, III, having failed to show cause why the relief prayed in the Petition should not be granted, as provided by said Show Cause Order; and it appearing that Marion E. Townsend and Easton Townsend are now deceased,

IT IS THEREFORE, this 23<sup>rd</sup> day of January, 1969, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Clayton C. Carter and David C. Bryan, be and they are hereby appointed Trustees under Item 8 (d) of the Will of Sarah Eliza Faithful Brown, deceased, in the place of Marion E. Townsend and Easton Townsend, both now deceased; provided, however, that before the said Trustees shall proceed to act, they shall first file in this cause a bond to the State of Maryland in the penalty of *One thousand Dollars* DOLLARS (\$1000.<sup>00</sup>) for the faithful performance of the duties as such Trustees, subject to the provisions of Maryland Rule H; and upon their qualification they shall have all the powers and be subject to all the duties set forth in the Will of Sarah Eliza Faithful Brown, deceased.

*B. Harbott Turner Jr.*  
Judge

*Filed Jan. 23, 1969*

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

I hereby certify that the foregoing was truly taken and copied from the original Decree of Appointment filed in above entitled cause and same now remains on file in this office.

I hereby further certify that Clayton C. Carter and David C. Bryan qualified as Trustees on January 23, 1969 by filing in this office a Corporate Bond in the penalty of \$1000.00 with security approved.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 10th day of February, in the year nineteen hundred and sixty nine.

Charles A. Cecil Clerk

Filed for record June 21, 1969

Queen Anne's RECORD-OBSERVER

Centreville, Md., June 20, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the ~~Equity Cause~~ Equity Cause # 4971

EXHIBIT BROWN

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER... on the 6th day of February, 1969... and the last insertion on the 30th day of January, 1969

Witness my hand and seal this 20th day of June, 1969

QUEEN ANNE'S RECORD-OBSERVER, CENTREVILLE, MARYLAND

Legal notices section containing multiple columns of text, including court orders and legal proceedings.

ORDER OF THE COURT... ON THE 21ST DAY OF JUNE 1969... IN THE EQUITY CAUSE...

The order entered in the case of... The order entered in the case of... follows...

Vertical text on the right side of the page, possibly a filing stamp or index.



MADISON BROWN  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
et al.  
Defendants

In the Circuit Court for  
Queen Anne's County  
in Equity  
Cause No. 4971

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Madison Brown, individually and as executor under the will of Sarah Eliza Faithful Brown, deceased, Plaintiff, by Wood and Bryan, his attorneys, moves pursuant to Maryland Rule 310 b for a Decree Pro Confesso against Hampton E. Brown, Jr., for failure to comply with the requirements as to time for pleading, for that your plaintiff pursuant to order of court caused an order of publication to be issued and published against said defendant, as fully appears by the certificate of publication of the same filed herein, the time for filing an answer or other initial pleading having expired on the 25th day of March, 1969, and no answer or other pleading having been filed by said defendant.

WOOD AND BRYAN

by: Howard Wood  
Howard Wood

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify, that on this 24<sup>th</sup> day of June, 1969, I mailed a copy of the foregoing to each of the following: Clayton C. Carter, Attorney and Trustee, Centreville, Maryland; Hampton E. Brown, 3rd, P. O. Box 1053, Blair Station, Silver Spring, Maryland; Elizabeth Townshend Overcash and Peter A. Agelasto, 3rd, Executors under the will of Marian E. Townshend, deceased, care of Peter A. Agelasto 3rd, Esq., 401 Citizens Bank Bldg., Norfolk, Virginia 23510, and David C. Bryan, Trustee, Centreville, Maryland.

Filed June 25, 1969

Howard Wood  
Howard Wood

DECREE PRO CONFESSO

UPON the foregoing Motion, It is, this 25<sup>th</sup> day of June, 1969, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the Bill of Complaint is taken pro confesso against Hampton E. Brown, Jr., and the papers are referred to an examiner of this Court to take testimony to support the allegations of the Bill.

Filed June 25, 1969

B. Hackett Turner Jr.  
Judge

25  
MADISON BROWN,  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
et al.,  
Defendants.

\*  
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\*  
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\*  
\*  
\*

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 4971

PETITION FOR APPOINTMENT OF GUARDIAN AD. LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Madison Brown individually and as executor under the will of Sarah Eliza Faithful Brown, Plaintiff, by Wood and Bryan, his attorneys, unto your Honors, respectfully shows:

1. That the defendant, Richard Hampton Lewis, was duly summoned in this cause as appears by the return of the Sheriff of Queen Anne's County, filed herein.

2. That your plaintiff pursuant to an order of this Honorable Court caused to be issued and published an order of publication against the defendants, Bettina Pratt Brown and Turbitt Brown, as appears by the certificate of publication of said order of publication filed herein.

3. That said defendants Richard H. Lewis, Bettina Pratt Brown and Turbitt Brown are all infants unable to answer in their own behalf.

WHEREFORE, your Petitioners pray your Honors, to pass an order appointing a Guardian ad. litem for the three infant defendants.

Respectfully submitted,

WOOD AND BRYAN

By

Howard Wood  
Howard Wood

CERTIFICATE OF SERVICE

I hereby certify that on this 24<sup>th</sup> day of June, 1969, I mailed a copy of the foregoing to each of the following: Clayton C. Carter, Attorney and Trustee, Centreville, Maryland; Hampton E. Brown, 3rd, P. O. Box 1053, Blair Station, Silver Spring, Maryland; Elizabeth Townshend Overcash and Peter A. Agelasto, 3rd, Executors under will of Marian B. Townshend, deceased, care of Peter A. Agelasto 3rd, Esq., 401 Citizens Bank Bldg., Norfolk, Virginia 23510, and David C. Bryan, Trustee, Centreville, Maryland.

Howard Wood  
Howard Wood

Filed June 25, 1969

ORDER OF COURT

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UPON the foregoing Petition, IT IS ORDERED, this 25<sup>th</sup> day of June, 1969, by the Circuit Court for Queen Anne's County in Equity, that *Caroline T. Wilson* is hereby appointed Guardian ad. litem for Richard H. Lewis, Bettina Pratt Brown and Turbitt Brown, the three infant defendants in this case for the purpose of defending the Bill of Complaint filed therein.

*B. Hackett Turner Jr.*  
Judge

*Filed June 25, 1969.*

27  
MADISON BROWN,  
Plaintiff,

vs.

PRISCILLA BROWN ZWITZER,  
et al.,  
Defendants.

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\*  
\*  
\*  
\*  
\*

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

Cause No. 4971

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Richard Hampton Lewis, infant, Bettina Pratt Brown, infant, and Turbitt Brown, infant, all under the age of 21 years, by Caroline T. Wilson, their Guardian ad Litem, to the Bill of Complaint of Madison Brown, individually and as executor under will of Sarah Eliza Faithful Brown, deceased, exhibited against them in the above entitled cause, says:

That these defendants cannot admit any of the matters and things alleged in the said Bill of Complaint and being infants of tender years, submit their rights to the protection of this Honorable Court.

Caroline T. Wilson  
Guardian ad Litem

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

I hereby certify that on this 25<sup>th</sup> day of June, 1969, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Caroline T. Wilson, the above named Guardian ad Litem for Richard Hampton Lewis, Bettina Pratt Brown and Turbitt Brown, infant defendants, and made oath in due form of law that the matters and facts stated in the foregoing Answer are true to the best of her knowledge and belief.

Charles W. Cecil  
Clerk of the Circuit Court

CERTIFICATE OF SERVICE

I hereby certify that on this 25<sup>th</sup> day of June, 1969, I mailed a copy of the foregoing to each of the following: Clayton C. Carter, Attorney and Trustee, Centreville, Maryland; Hampton E. Brown, 3rd, P. O. Box 1053, Blair Station, Silver Spring, Maryland; Elizabeth Townshend Overcash and Peter A. Agelasto, 3rd, Executors under will of Marian B. Townshend, deceased, care of Peter A. Agelasto 3rd, 401 Citizens Bank Bldg., Norfolk, Virginia 23510, and David C. Bryan, Trustee, Centreville, Maryland.

Caroline T. Wilson  
Caroline T. Wilson

Filed June 26, 1969

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MADISON BROWN, Individually	:	IN THE CIRCUIT COURT FOR
and as Executor under the	:	
Will of Sarah Eliza Faithful	:	QUEEN ANNE'S COUNTY
Brown, late of Queen Anne's	:	
County, Maryland, deceased,	:	IN EQUITY
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
PRISCILLA BROWN ZWITZER, et al.,	:	CAUSE NO. 4971
	:	
Defendants	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiff, Howard Wood, having notified the subscriber, one of the regular examiners for this honorable Court, of his desire to take testimony in this case, your examiner did attend on the 31st day of July, 1969, in the law office of Howard Wood, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock A. M., there being present Madison Brown, Plaintiff in this cause, Hampton E. Brown, Jr. and Hampton E. Brown 3rd, two of the Defendants, Sydney G. Ashley, a witness, Clayton C. Carter, Esq., Attorney Priscilla Brown Zwitter, and co-Trustee under Item 8-d of the Will of Sarah Eliza Faithful Brown, deceased, Caroline T. Wilson, Guardian and Litem for infant Defendants, and Howard Wood, Solicitor for the Plaintiff, and proceeded to take testimony as set forth in the accompanying transcript by Mr. Joseph A. Miller, Court Reporter, who was first duly sworn by me. I certify that I caused notices of the time and place of the taking of this testimony to be sent by prepaid U.S. Mail on July 17, 1969, to the adult defendants who were not in default, or their counsel, including those who did not attend, namely: the Executors U/W of Marian B. Townshend, deceased, and David C. Bryan, co-Trustee under Item 8-d of the Will of Sarah Eliza Faithful Brown, deceased. I further certify that the following expenses are to be charged in the costs of this case:

Joseph A. Miller, taking and transcribing testimony	\$ 25.00
Sydney G. Ashley, witness fee	20.00
Vachel A. Downes, Jr., Examiner's fee	10.00

*Vachel A. Downes, Jr.*  
 \_\_\_\_\_  
 Examiner

*Filed Aug 7, 1969*

MADISON BROWN, Individually  
and as Executor under the  
will of SARAH ELIZA FAITHFUL  
BROWN, late of Queen Anne's  
County, Maryland, Deceased,  
102 Kidwell Avenue, Centreville,  
Maryland,

Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
HAMPTON E. BROWN, JR.  
HAMPTON E. BROWN, 3rd  
BETTINA PRATT BROWN  
TURBITT BROWN  
RICHARD HAMPTON LEWIS  
ELIZABETH TOWNSHEND OVERCASH  
and PETER A. AGELASTO, III, Executors  
PETER A. AGELASTO, III

Defendants

In the Circuit Court  
of Queen Anne's County

In Equity

Cause No. 4971

Centreville, Maryland. July 31, 1969.

Depositions of: MADISON BROWN  
HAMPTON E. BROWN, JR.  
SYDNEY G. ASHLEY

Joseph A. Miller  
Court Reporter  
Queenstown, Md.

*Filed Aug 7, 1969*

MADISON BROWN, Individually  
and as Executor under the  
will of SARAH ELIZA FAITHFUL  
BROWN, late of Queen Anne's  
County, Maryland, Deceased,  
102 Kidwell Avenue, Centreville,  
Maryland,  
Plaintiff

vs.

PRISCILLA BROWN ZWITZER, 114  
Kidwell Avenue, Centreville,  
Maryland

HAMPTON E. BROWN, JR., P. O.  
Box 1053, Blair Station, Silver  
Spring, Maryland, 20910

Hampton E. Brown, 3rd, P. O.  
Box 1053, Blair Station, Silver  
Spring, Maryland, 20910

BETTINA PRATT BROWN, Infant,  
c/o HAMPTON E. BROWN, JR.,  
P. O. Box 1053, Blair Station,  
Silver Spring, Maryland, 20910

TURBITT BROWN, Infant,  
c/o HAMPTON E. BROWN, JR.,  
P. O. BOX 1053, Blair Station,  
Silver Spring, Maryland, 20910

RICHARD HAMPTON LEWIS, Infant,  
c/o MRS. PRISCILLA BROWN ZWITZER,  
Centreville, Maryland

ELIZABETH TOWNSHEND OVERCASH  
and PETER A. AGELASTO, III,  
Executors Under the Will of  
MARIAN BROWN TOWNSHEND, Late  
of Virginia Beach, Virginia,  
Deceased

PETER A. AGELASTO, III, ESQ.,  
Citizens Bank Building, Norfolk,  
Virginia, 23510

Defendants

In the Circuit Court  
of Queen Anne's  
County

In Equity

Cause No. 4971

## APPEARANCES:

HOWARD WOOD, ESQ., for Madison Brown

CLAYTON C. CARTER, ESQ., for Priscilla Brown  
Zwitzer and on his own behalf as co-trustee  
under the will of Sarah Eliza Faithful Brown

Hampton E. Brown, Jr., on his own behalf and  
on behalf of Hampton E. Brown, 3rd,  
Bettina Pratt Brown, and Turbitt Brown

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Depositions of Madison Brown, Hampton E. Brown, Jr., and Sydney G. Ashley, taken on behalf of plaintiff at the offices of Howard Wood, Esq., 119 Lawyers Row, Centreville, Maryland, on July 31, 1969, beginning at 10:00 a. m.

The court reporter, Joseph A. Miller, and the three witnesses were sworn by Vachel A. Downes, Jr., Esq., Court Examiner.

Index

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>
Madison Brown	3	12
Hampton E. Brown, Jr.	15	
Sydney G. Ashley	16	20

Exhibits

Marked for Identification at  
Page

Will of Sarah Eliza Faithful Brown	4	Ex. A
Administration and account of executor	4	Ex. B
Deed to 102 Kidwell Avenue	5	Ex. C
Will of Marian Emory Brown Townsend	5	Ex. D



MADISON BROWN, sworn.

BY MR. WOOD:

Q Mr. Brown, would you state your name and address, please?

A My name is Madison Brown. I live at 102 Kidwell Avenue, Centreville, Maryland.

Q And who are or were your parents?

A My parents were Dr. Hampton E. Brown and Sarah E. F. Brown, his wife.

Q And you say they are both deceased?

A Both deceased.

Q And approximately when did they die, if you remember?

A My mother died about three years ago--no, she died May 4, 1963 - 1964 - 1965 -- My father died in 1957 --

Q Your mother died about three years ago, actually; you are correct there. It was in 1966. Now, Mr. Brown, were you appointed one of the executors of your mother's estate?

A Yes.

Q And who was the other executor?

A My sister, Marian Brown--Marian Emory Townshend Brown.

Q Is she still living?

A No, she is deceased. She lived a year after Mother died.

Q And therefore you are the surviving executor of your mother's estate?

A Yes, sir.

Q I hand you a paper and ask you to identify it. First of all, I will point out to you that it is not an original paper, it is a copy.

A It is a copy of my mother's will.

MR. WOOD: At this point I will ask the court reporter to identify this as Examiner's Exhibit A.

(The document described was marked Examiner's Exhibit A, JM, 7-31-69.)

Q I show you another paper, Mr. Brown, and ask you to identify it.

A The first and final administration of account of Madison Brown, surviving executor under the will of Sarah Eliza Faithful Brown, deceased.

Q Again, I will point out to you that this is not an original, it is a copy.

A That is right.

MR. WOOD: I will ask the court reporter to identify this paper as Examiner's Exhibit B.

(The document described was marked Examiner's

Exhibit B, JM, 7-31-69.)

Q Mr. Brown, state what, if any, real estate your mother owned at the time of her death, in the State of Maryland.

A My mother owned--the only estate was 102 Kidwell Avenue, a property there, and a property in the State of Pennsylvania. You asked me about Maryland. 102 Kidwell.

Q Did she reside there at the time of her death?

A Well, yes, that was her address, but I mean she died at the House in the Pines in Easton.

Q And what town is Kidwell Avenue in?

A Centreville, Maryland.

Q Mr. Brown, I show you another paper, which is an original paper, and ask you to identify it.

A This is the deed to 102 Kidwell Avenue, Centreville, Maryland.

MR. WOOD: I will ask the court reporter to mark this as Examiner's Exhibit C.

(The document described was marked Examiner's Exhibit C, JM, 7-31-69.)

Q Mr. Brown, I ask you to identify a copy of another paper.

A This is the will of my sister, oldest sister, Marian Emory Brown Townshend, and contains eight pages.

MR. WOOD: I will ask the court reporter to mark this as Examiner's Exhibit D.

(The document described was marked Examiner's Exhibit D, JM, 7-31-69.)

Q Mr. Brown, do you know the names of your nephews and nieces, the children of your brother, <sup>HAMPTON</sup>Anthony Brown, Jr.?

A It is Hampton E. Brown, 3rd, Bettina Pratt Brown, and Turbitt Brown.

Q And do you know the name of the child of your sister, Priscilla Brown Zwitzer?

A Richard Hampton Brown Lewis.

Q Are these four children you have just mentioned adults or minors?

A I believe two are adults, now. I think Tina is about two or three years older, and Hampton 3rd, he was born in '45; that would make him grown. Bettina should be about grown, now. I am not sure, though. Now, Turbitt and Richard are minors; I do know that. As far as Bettina, I don't know where she is, or Turbitt.

Q What about Hampton, 3rd?

A He is in Washington, D. C., at "C" Street.

Q Is he an adult or not?

A He is an adult. He was born in '45, which would

make him about 24. Bettina is in New York somewhere.

Q Will you state for the record the name of your sister who is still living?

A Priscilla Brown Zwitzer.

Q She is an adult, is she not?

A Yes.

Q And what is your age?

A I am 47--I will be 47 in October; I am now 46.

Q State whether or not Easton Townshend is living.

A Easton Townshend is deceased.

Q Did he predecease your mother, or did he survive her?

A He predeceased her by one year, or around that time.

Q You have referred in your testimony to a living sister and a living brother, <sup>HAMPTON</sup>Anthony Brown, Jr.; is that correct?

A Yes, sir.

Q Are they and yourself the only living children of your mother and your father, at this time?

A Well, there is three left--Hampton Brown, Priscilla Brown, and myself.

Q Will you describe the property at 102 Kidwell Avenue, Centreville, in a general way, please? What does it consist of? Don't go into great detail; just tell us what it consists of.

A It is a house containing 20 rooms, made up of four apartments and a hall. It has four bathrooms, four kitchens, and some apartments are four, some are three.

Q Is this the only building on the property?

A No, there is a barn behind the property, containing three garages and a loft, and there is a stores-shop left of it, halfway back. And there is an acre of ground behind the barn, approximately an acre and a half, L-shaped.

Q Is there much frontage on Kidwell Avenue, except that occupied behind the house?

A The frontage on 102 Kidwell is 60. The depth of it is at least 385 feet deep on one corner, and the other corner goes 100-and-some feet back. Then it turns left and it goes--the remaining distance is three-and-a-half building lots in the lot itself. In other words, it is L-shaped.

Q Is there frontage on any other street except for Kidwell?

A Well, it wouldn't be a street, it would be an alley, a right-of-way that goes through. It's kind of fenced in, blocked in. But there is access to Little Kidwell and Kidwell.

Q In your opinion, could this property be divided

--physically divided--among all the owners according to their interests, or not, without loss to the parties?

A I think if it was subdivided you would have three-and-a-half building lots there, with a right-of-way to Kidwell on each property; that you could have three nice houses there. It would be just another half-street in the Town of Centreville, is what it would amount to.

Q Would the present house be on one of those lots, or not?

A No, I would say it should be four deeds drawn up. We already have one on 102 Kidwell, with three other parcels with separate deeds. In other words, it should be split up in four pieces, into four parcels, if they are going to subdivide it. In other words, have a deed for each lot; just deed it. In other words, make a subdivision and divide it up.

Q Considering the ownership that you have described, with your sister, Marian's, interest owned by four children--

A What do you mean by that question?

Q Wait until my question is finished. Considering the fact that there are many owners, and your sister, Marian's, interest is owned by four different children, have you considered this in answering my original ques-

tion, which was, can the property be divided without loss to the parties? Could it be divided?

A Well, actually, it would be additional expense to the minor children. If they were sold individually, they would gain by it.

Q In other words, it is your opinion that the property could not be divided among all these owners without loss to them?

A I think if it was divided it would probably be a gain to them. If the lots were sold and you got a thousand dollars for each lot, you would have \$3,000 for an expense of about \$200, is what I am thinking about. Then you would have the main house, and when you sold that, it would be to the benefit of the property-owners.

Q You are speaking about sales, not physical divisions among the heirs?

A Well, it is up to the family or the heirs, what they want to do. I mean if they want a lot for themselves, we would set a price on it--the same thing as I give you a lot, I give you a thousand dollars. It's the same thing. You go ahead and pay the taxes and take care of it, is the way I feel about it.

Q I will ask you, then, in your opinion, is it more practical to divide the property among the heirs or is



it more practical to subdivide and sell, in order to achieve the result of dividing the proceeds of a sale among the heirs?

A Well, let me get this straight, right now. When I say the property should be in one ownership, one person, let him, or whoever wants it, divide it up. I mean if some member of the family wants the property, sell it to him, get it in one name; then he can do something with the property. The way it is now, where everybody has to be in agreement, you haven't anything. My sister, Priscilla, objects to anything. You can't even talk to her.

Q Well, is there any way the Court could physically divide the property among the owners according to their interests?

A Well, that would be the judge's decision, on that.

Q You have no opinion one way or the other?

A I have no opinion; I am no mind-reader.

Q Mr. Brown, would it be practical to rent the property at the present time and keep it as an investment?

A The situation is down there right now, the sooner you get it empty, then you can rent it. I have said, time and time again, get everything out. You have a four-apartment house there; each member of the family will have the

right to use it as storage. That's all it is right today, is storage. It's been that way.

Q Is the property tenantable right now, or not?

A It can be--it is not exactly tenantable.

Q How much money would it take to make it tenantable?

A I would say it would take over a thousand dollars to put it back in shape, where it would be livable, that would be first-grade. It would be in pretty good shape after spending a thousand dollars on it.

MR. WOOD: (To Mr. Hampton E. Brown, Jr.)

Now, Mr. Brown, if you care to examine your brother, you may do so.

CROSS-EXAMINATION

BY MR. HAMPTON E. BROWN, JR.:

Q What is the present tax assessment on the property?

(Mr. Wood handed a paper to the witness.)

A The present assessment is \$6300-something. It dropped there from \$8000. When Mother lived there, it dropped from \$8000 to \$6500--\$7600 or something like that. This has just dropped again:

Q Do you know any reason for the drop in the assessment?

A Yes, I do. It is in deplorable condition; it is rundown; it needs work done on it. No money to do it.

Q In your opinion, since the tax assessment apparently at the present time is \$6390, what would be the market value of the property in today's market?

A Your tax assessment is about 56 per cent., and it would run around \$12,000, plus the three--about \$16,000 would be the market price, I would say.

Q Do you think the property would bring that at public auction?

A No.

Q What do you think the property would bring on today's market?

A I would like to get \$6,000, now.

Q Do you think it is advisable to sell the property?

A Let me ask you this question. Do you want the property at \$6,000?

Q I am not answering questions; I am asking you to answer them.

A Does your son want it?

Q Do you think it is advisable to sell the property, which on today's market is worth, in your opinion, \$12,000, for \$6,000?

A I think it is advisable to sell it and get it in one name, and put it on the block and then determine. It's been offered to all members, it's been offered to

Priscilla. Before she moved here, she was given plenty of time to make arrangements to buy it.

MR. HAMPTON E. BROWN, JR.: Let me ask the attorney a question.

Mr. Wood, would the Circuit Court of Queen Anne's County permit the executor to sell this property at a substantial loss on today's market because the market won't bear a reasonable price for the property?

MR. WOOD: Well, Mr. Brown, I am not a witness, but I am glad to give you my opinion for what it is worth, and that is that the Court has to consider such practicalities as what funds are available to pay the expenses of the property, whether or not the property is deteriorating, and these considerations might have to come ahead of the condition of the money market, which, after all, is not very predictable.

(There was a discussion off the record.)

MR. CARTER: Let it appear on the record at this time that I am appearing as attorney for Priscilla Brown Zwitzer and in my own right as co-trustee under Item 8-d of the will of Sarah Eliza Faithful Brown.

BY MR. CARTER:

Q Mr. Brown, I show you Examiner's Exhibit B, the second page, an item reading as follows: "Overpayment

by surviving executor, \$2,066.73, and ask you whether the funds advanced by you as executor were your own personal funds, or whether any part of those funds belonged to any other person.

A This is the exact figure. That \$2,066.73 overpayment by surviving executor was money collected from rents from Pennsylvania, 14 West Lancaster Avenue, belonging to all of us, the whole family. It was the whole family's money.

Q Would the apparent real estate located in Pennsylvania from which these rents were obtained be held by the same persons to the same extent as the real estate located in Centreville?

A Yes.

MR. WOOD: I will call Mr. Hampton E. Brown, Jr., as a witness for the plaintiff.

HAMPTON E. BROWN, JR., sworn.

BY MR. WOOD:

Q Mr. Brown, would you state your name, please?

A Hampton Emory Brown, Jr.

Q You have heard part of your brother's testimony; is that correct?

A Yes.

Q Mr. Brown, would you give us, please, the names and birth dates of your children?

A My wife and I had three children. The eldest is Hampton E. Brown, 3rd, born July 8, 1945; my daughter's name is Bettina Pratt Brown, born June 24, 1949; my youngest son is Turbitt Brown, born September 30, 1954.

Q These were the only children that were living at your mother's death?

A Yes.

Q And they are still living today, and you have had no others?

A That is correct.

MR. WOOD: Thank you very much. No further questions.

---

SYDNEY G. ASHLEY, sworn.

BY MR. WOOD:

Q Mr. Ashley, we have called you as a witness for the plaintiff. Will you state your name, please?

A Sydney G. Ashley.

Q What is your address?

A 107 South Commerce Street, Centreville, Maryland.

Q And your occupation?

A Real estate.

Q Are you familiar with the property known as 102 Kidwell Avenue?

A I am.

Q That is the property formerly of Mrs. Hampton Brown?

A Yes.

Q And when did you last examine that property?

A Last evening.

Q Did you go inside the house?

A I went inside; I was shown through by Mr. Madison Brown. I looked at the whole place.

Q Have you at least a general idea of where the boundaries of the property are?

A Yes.

Q This property is owned in various interests among the descendants of Mrs. Hampton Brown. One party owns a fourth, another party owns a fourth, three children own another fourth in trust, and those same children and another child own the remaining fourth outright. Will you state whether or not, in your opinion, this house and land could be divided physically among these parties according to their interests?

A Not economically, it could not; not in conformity with the zoning laws and to the advantage of all parties. No, I don't think it could be subdivided.

Q What is your reason for saying that?

A Well, it is zoned Residential, and, also, the property is one structure, with some outbuildings that have no value whatsoever, and it would take an extensive amount of money and surveying. I would assume to repair the house, if you want to get into that at this time, to bring it up to a marketable value with comparable property around it, would take quite a bit of money, also. So I can't see where it could be done.

Q Is the house presently tenantable?

A No, not really.

Q Is it an apartment house?

A It was. It looked like it had had separate kitchens and separate baths, but now it's all open area, and not subdivided in any way, other than doors.

Q Would it be possible to sell it at the present time for an apartment house, or not?

A I would say not, without an extensive amount of money being spent--an exorbitant amount of money, that is. The plumbing is disconnected, the heat is not separated, and the electric is not separated, and you just couldn't --it's just one big, large home there.

Q In other words, you say you could not rent it?

A That is right--as separate units. Or it could not,



also, be rented at the present time as a single unit--the house--because of these necessary repairs on it--renovations.

Q Mr. Ashley, can you give any opinion of the value of the property at this time?

A Only an opinion using comparable sales in that general area, I would venture to say, roughly, \$3500 to \$4,000, as is.

Q In answering that question, did you consider the highest use of the property?

A Residential, yes.

Q In view of your opinion that the property could not be rented without a substantial investment, state whether or not it would be to the advantage of all these parties to have the property sold at this time, in your opinion.

A I would say that it would be to their advantage to sell it without renovation. We would only be speculating what the value would be after renovation and speculating as to the cost of doing it, and I assume that it would involve an expenditure of \$10,000 to put the house in an apartment-type dwelling, assuming that zoning would be forthcoming.

MR. WOOD: No further questions.

MR. CARTER: I have no questions.

MR. WOOD: Does anyone here wish to cross-examine Mr. Ashley?

MR. HAMPTON E. BROWN, JR.: Yes.

BY MR. BROWN:

Q Mr. Ashley, are you a Maryland-licensed real-estate broker?

A Salesman.

Q Not a broker?

A No.

Q How long have you been in the real-estate business?

A Two years.

Q Do you feel that your qualifications are such that you can make a fair and reasonable survey of the property to determine its true value on the Centreville market?

A I do.

MR. BROWN: I have no other questions.

MR. WOOD: Are there any other questions?

Thank you, Mr. Ashley.

That concludes the plaintiff's case. Do any of the defendants present wish to testify?

(The defendants present indicated that they did not wish to present testimony.)

(Hearing concluded at 11:30 a. m.)

## REPORTER'S CERTIFICATE

I, Joseph A. Miller, court reporter, hereby certify that Madison Brown, Hampton E. Brown, Jr., and Sydney G. Ashley appeared at the offices of Howard Wood, Esq., at 119 Lawyers Row, Centreville, Maryland, at 10:00 a. m. on July 31, 1969; that they were sworn by Vachel A. Downes, Jr., Esq., Court Examiner, to tell the truth, the whole truth, and nothing but the truth; that I reported their testimony and reduced it to type-writing as it appears in the foregoing pages 3 to 20, and that the said transcript is a complete and accurate transcript thereof.

*Joseph A. Miller*  
\_\_\_\_\_  
Court Reporter

I, SARAH ELIZA FAITHFUL BROWN, of Centreville, Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make this my last will and testament, in manner following, that is to say:

1. After the payment of all my just debts and funeral expenses, I give, devise and bequeath my property and estate as follows:

2. I give and bequeath to my daughter Marian E. Townsend, absolutely, my walnut wardrobe, antique early American fireside chair, two brass-based lamps, cameo, and two cut glass pitchers and one-half ( $\frac{1}{2}$ ) of my flat silver.

3. I give and bequeath to my daughter Priscilla Brown Zwitser, absolutely, my diamond ring, two walnut end tables, portrait in gold leaf frame and the first refusal of my 400-day Schatz clock, which she gave me.

4. I give and bequeath to my son Madison Brown, absolutely, my inlaid mahogany music cabinet, marble top end table, linen, gold-banded china, dining room suite, wooden medicine cabinet, marble top kitchen table, old kitchen safe, apartment-size Tappan gas stove, Oriole gas stove, Westinghouse refrigerator, two bedsuites, 3 wardrobes, hat rack, cane-bottomed chair, jellies, preserves, canned goods, breakfast set, and automobiles, one-half of my flat silver and my 400-day Schatz clock if my daughter Priscilla refuses it, together with any other of my tangible personal property which he may elect to take and receive which is not specifically bequeathed by this my Will.

5. I give and bequeath to my grandson Hampton E. Brown, 3rd, absolutely, my sterling silver bowl marked "B".

6. I give and bequeath to my granddaughter Bettina Brown, absolutely, my amethyst ring and my Wedgewood china.

7. I give and bequeath to my grandson Turbitt Brown, absolutely, my gateleg table and my spool crib. Delivery of the

*Samuel G. A*

*July 7-31-61*

articles bequeathed in Items 5, 6, and 7 of this my Will may be made directly to the beneficiary by my Executors, in each instance, even though such beneficiary may then be a minor, or delivery may be made to either parent of the beneficiary in any such instance, and any such delivery shall constitute a full and complete acquittance of my Executors.

8. I give, devise and bequeath all the rest, residue and remainder of my estate and property, of every kind and description and wheresoever located, as follows:

(a) One-fourth ( $\frac{1}{4}$ ) thereof to my daughter Marian E. Townsend, absolutely and in fee simple;

(b) One-fourth ( $\frac{1}{4}$ ) thereof to my daughter Priscilla Brown Zwitzer, absolutely and in fee simple;

(c) One-fourth ( $\frac{1}{4}$ ) thereof to my son Madison Brown, absolutely and in fee simple;

(d) One-fourth ( $\frac{1}{4}$ ) thereof to my daughter Marian E. Townsend and her husband Easton Townsend, in trust for the following uses and purposes:

(1) To hold, invest and reinvest the same (herein called the trust fund) for the benefit of the children of my son Hampton E. Brown, Jr., living at my death and the children of my said son Hampton E. Brown, Jr., who may be born before the youngest such child living at my death who survives to the age of twenty-one (21) years shall attain such age. Such children, whether living at my death or thereafter born shall be the beneficiaries, in equal shares, of the trust, provided that if any of such living or after born children shall die before any distribution date leaving a child or children him or her surviving, such child or children shall thereafter represent his, her or their parent with respect to the share that such parent would have taken had such parent lived until such distribution date.

(2) During the existence of the trust, the Trustees shall pay to or apply for the benefit of such beneficiaries, or any of them, such sums from income or principal as may

be necessary or advisable in the discretion of the Trustees for the education, and the support and maintenance, of such beneficiaries, or any of them, provided that no such sum shall be paid to or for any beneficiary which, in the aggregate, when taken with prior such payments to or for such beneficiary, will exceed one-half the share to which such beneficiary would be entitled if the trust were then distributable; any income not expended for the above purposes shall be accumulated as principal of the trust;

(3) As each beneficiary reaches the age of twenty-one (21) years, the Trustees shall pay over to such beneficiary one-half of the unexpended part of his or her share, computed as if the trust were then finally distributable, absolutely and in fee simple, together with one-half of the accumulated income of such share so computed; when the youngest child of my son Hampton living at my death who reaches the age of twenty-one (21) years attains such age, the Trustees shall pay over to each beneficiary the remaining unspent and undistributed portion of his or her share, absolutely and in fee simple, together with the accumulated income of such share.

(4) If at the last above mentioned distribution date any of the beneficiaries entitled to a share or portion of the trust fund shall be a minor, my Trustees shall retain such share or portion in trust until such beneficiary shall have attained the age of twenty-one (21) years and shall invest any moneys so held in accordance with the provisions of this my Will governing investments; or such share or portion shall be applied in the absolute discretion of my Trustees for the maintenance, education and support of its beneficiary. Should such minor beneficiary die before attaining said age, his or her share shall be forthwith paid over to his or her heirs and personal representatives, absolutely and in fee simple.

9. The interests in the principal and income of my estate of the persons entitled to receive the same hereunder

(3) As each beneficiary reaches the age of twenty-one (21) years, the Trustees shall pay over to such beneficiary one-half of the unexpended part of his or her share, and the trust will then finally distribute the

shall not be subject or liable in any manner to or for their anticipations, assignments, sales, pledges, debts, contracts, or engagements or liabilities, or to attachment, execution or sequestration under any legal, equitable or other process. In every instance, I intend the provisions hereof for beneficiaries to be non-anticipatory personal provisions for such beneficiaries.

10. My Trustees and the survivor of them, in addition to and not in limitation of any authority granted by law and without application to or the necessity of approval of any court, shall have and exercise the following powers:

(a) To keep the trust fund invested as they receive it or in their discretion to sell any part thereof and to make such changes in investments as they may deem to be of advantage to the trust. I specifically authorize them to retain any stocks, bonds, real estate or other property included in the trust fund for such time as they may deem expedient.

(b) To invest and reinvest and the investments so made to alter at their discretion without being confined to what are known as "local investments", including without limitation common and preferred stock of corporations and bonds and obligations of individuals and corporations.

(c) To make such choices and elections with respect to any security which may at any time form part of the trust fund as may an individual owner of a like security.

(d) To let and demise, alter and improve, partition and divide, and to sell, exchange, mortgage and dispose of any real estate which may at any time form part of the trust fund, selling at either public or private sale for all cash or part cash and part mortgage, and good and sufficient title to the property so sold to make free of all trusts and without responsibility on the part of purchasers to see to the application of the purchase money.

(e) To make distribution of the trust fund in kind

according to their absolute discretion and at such valuations as they may properly establish therefor.

(f) To make all reasonable compromises.

(g) To employ such agents as they may deem necessary or desirable for the purposes of the trust.

In the event that either of my Trustees should predecease me, or having survived me should fail to accept the trust for any reason, or having accepted the trust should die, resign or become incapable of completing the trust, I confer upon the other of my Trustees hereinabove named all of the powers and discretions hereinabove conferred upon my Trustees jointly.

11. I hereby nominate, constitute and appoint my daughter Marian E. Townsend and my son, Madison Brown, to be the Executors of this my last Will and Testament, hereby revoking all wills and testamentary dispositions heretofore made by me. I hereby confer upon my Executors full power to sell all or any part of my personal estate, not hereinabove specifically bequeathed, without application to or the necessity of approval of any Court, at public or private sale, upon such terms as they may deem best. In the event either of my Executors should predecease me, or having survived me should fail to qualify as one of my Executors for any reason, or having qualified should die, resign or become incapable of completing the administration of my estate, I confer upon the other Executor hereinabove named the same powers of sale hereinabove conferred upon my Executors jointly.

12. I hereby direct that my Trustees and my Executors and each of them, whether serving jointly or not, shall be excused from the necessity of giving bond or other security for the faithful performance of their respective duties under this my Will in every jurisdiction in which they, he or she may be called upon to perform any such duties.

IN TESTIMONY WHEREOF, I have herunto subscribed my



name and affixed my seal this 25<sup>th</sup> day of September, 1906  
in the year nineteen hundred and fifty-nine.

I, Sarah Eliza Faithful Brown (SEAL)  
(Sarah Eliza Faithful Brown)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named  
Testatrix as and for her last will and testament in the presence  
of us, who, at her request, in her presence and the presence of  
each other, have hereunto subscribed our names as witnesses.

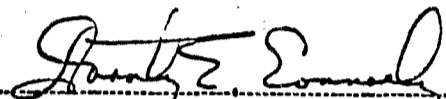
Chas C. Grant

Harold Wood

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

On the 9th day of May A. D., 1966, came Marian E. Townsend and Madison Brown, Custodian of the within and foregoing instrument of writing purporting to be the last Will and Testament of SARAH ELIZA FAITHFUL BROWN, 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 their hand<sup>s</sup> and possession, and that they do not know nor have they heard of any other and that they received the same from the office of the Register of Wills on May 9th, 1966, where the same had been filed for safekeeping on ~~October~~ the 25th day of September A. D. 1959.

Sworn before

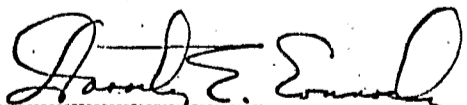
  
Register of Wills of Queen Anne's County, Md.

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

On the 9th day of May 1966, came Cleo C. Green and Howard Wood, both of Centreville, Maryland, the two subscribing witness<sup>es</sup> to the foregoing last Will and Testament of SARAH ELIZA FAITHFUL BROWN, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding, and that they together with each other subscribed their name<sup>s</sup> as witness<sup>es</sup> to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

  
Register of Wills of Queen Anne's County, Md.

State of Maryland; In The Orphans' Court For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of  
SARAH ELIZA FAITHFUL BROWN  
late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto  
having been made, although notice according to law, appears to have been given to the next rela-  
tions of said deceased, the Register of Wills, after having examined the said Instrument of Writing  
and also the evidence adduced as to its validity, ORDERS and DECREES, this 9th day of  
May, A. D., 1966, that the same be admitted in this Court as the true  
and genuine last Will and Testament of the said SARAH ELIZA FAITHFUL BROWN deceased.

*Stanley E. Waters*  
Register of Wills of Queen Anne's County, Md.

Form #2

*Filed Aug 7, 1969*

In the Orphans' Court for Queen Anne's County, Maryland, Sets:

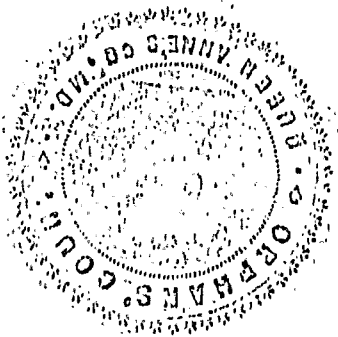
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of the Last Will and Testament of SARAH ELIZA FAITHFUL BROWN,  
late of Queen Anne's County, deceased,

as filed and passed in this office on May 9, 1966

and recorded in Liber E.C.W. No. 2 Folio 447

in Record Book of Wills

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 30th  
day of July 19 69

*Madelyn E. Waters*  
Register of Wills for Queen Anne's County, Maryland

LIBER

5 PAGE 195

FOR EXAMINER'S EXHIBITS B. and D, filed  
August 7, 1969,

SEE COMPLAINANTS' EXHIBITS A-2 and C,  
filed July 31, 1968

T H I S D E E D, made this fourteenth day of November, in the year nineteen hundred and twenty three, by and between Thomas J. Keating, of Queen Anne's County, State of Maryland, trustee under the will of Philemon B. Hopper, deceased, Nannie P. Keating, of the same place, single woman, Frances S. McFeely and Mary N. Thompson and William E. Thompson, her husband, of Baltimore City in the same State, parties of the first part, and Hampton E. Brown and Sarah Eliza Brown, his wife, of Montgomery County, State of Pennsylvania, parties of the second part,

WITNESSETH: that for and in consideration of the sum of sixty three hundred dollars, of which the parties of the first part do hereby acknowledge to have received twenty one hundred dollars, and of which forty two hundred dollars has been satisfied and secured by the delivery by the said parties of the second part of a mortgage made and executed by them unto the said Thomas J. Keating, trustee under the will of Philemon B. Hopper securing said sum of forty two hundred dollars, bearing date November 14<sup>th</sup> nineteen hundred and twenty three, on the property hereinafter described and intended to be filed for record simultaneously with these presents which are to be recorded just prior thereto, the said Thomas J. Keating, trustee under the will of Philemon B. Hopper, in execution of the power and authority of sale conferred upon him by the terms of said will (hereinafter mentioned), and the said Nannie P. Keating, Frances S. McFeely and Mary N. Thompson and William E. Thompson, her husband, do hereby grant and convey unto the said Hampton E. Brown and Sarah Eliza Brown, his wife, their heirs and assigns forever, in fee simple, as tenants by the entireties and not as tenants in common, all that lot or parcel of land called or known as "The Residential Property of the late Judge Philemon B. Hopper", situate, lying and being in the Town of Centreville in the

(1)

*Filed Aug 7, 1969*

*Examiner's & C*  
*JAN 7-31-69*

Third Election District of Queen Anne's County, State of Maryland, on the south side of Kidwell Avenue, a street of said town, adjoining on the west the property of Charles A. Busted, formerly that of P. H. Feddeaman, junior, the property of Mrs. George A. Whitely and that of Mrs. James Muir, adjoining on the south the property of Charles H. Kenton, on the east the property of H. E. W. Mitchell and that of Pere T. Forman, and on the north the said property of Pere T. Forman, the property of Mrs. Henrietta McKenney Holton, that of Mrs. Joseph M. Bartlett and William Freestate, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the south side of Kidwell Avenue at end of the line of the said property of Charles A. Busted, and running thence south twenty eight degrees west, twenty three perches and eight one-hundredths of a perch; thence south sixty two degrees east, fifteen perches and seventy six-one hundredths of a perch; thence north twenty eight degrees east, ten perches and eight tenths of a perch; thence north sixty two degrees west, eleven perches and fifty six-one hundredths of a perch; thence north twenty eight degrees east, twelve perches and twenty eight-one hundredths of a perch; thence north sixty two degrees west, four perches and twenty one-hundredths of a perch, to the place of beginning, containing one acre, one rood and thirty seven perches of land, more or less; being the land described in the deed to the said Philemon B. Hopper from Samuel T. Earle and wife dated on the 14th day of October, 1884, and recorded in Liber S. C. D. No. 5, fols. 194 &., a land record book of Queen Anne's County aforesaid, from which the courses above mentioned are taken so that due allowance is to be made for the variation of the magnetic needle; being property of which the said Philemon B. Hopper died seized and possessed sometime

(2)

in the year nineteen hundred and twenty two; being property which he by his last will and testament dated 11th day of May, 1914, duly admitted to probate by Orphans' Court of said county and now recorded in Liber W. T. B. No. 1, fols. 299 &., a will record book, devised unto the said Thomas J. Keating, in trust for the life of Mary E. Hopper (now deceased), wife of said Philemon B. Hopper, with power of sale thereof unto the said Thomas J. Keating, with remainder at death of said Mary E. Hopper unto the said Nannie P. Keating, Frances S. McFeely and Mary N. Thompson.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

AND the said Nannie P. Keating, Frances S. McFeely and Mary N. Thompson covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such other assurances of said land as may be requisite.

IN WITNESS WHEREOF the said parties of the first part do hereunto affix their names and seals day and year first above written.

Test as to  
Thomas J. Keating,  
trustee, and  
Nannie P. Keating is

*Thomas J. Keating*  
Test as to Frances S.  
McFeely is

*Frances S. McFeely*  
Test as to Mary N.  
Thompson and William E.  
Thompson is

*William E. Thompson*

*Thomas J. Keating* (SEAL)  
Trustee under the will of  
Philemon B. Hopper,..... (SEAL)

*Nannie P. Keating* (SEAL)

+ *Frances S. McFeely* (SEAL)

+ *Mary N. Thompson* (SEAL)

*William E. Thompson* (Seal)

State of Maryland, Queen Anne's County, SCT:

I hereby certify that on this \_\_\_\_\_ day of November, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, trustee under the will of Philemon B. Hopper, and also Hannie P. Keating, above named grantors, and each did acknowledge the foregoing deed to be their respective act.

*[Handwritten Signature]*

Justice of the Peace.

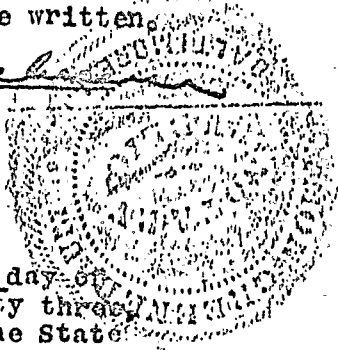
State of Maryland, Baltimore City, SCT:

I hereby certify that on this 14<sup>th</sup> day of November, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Frances S. McFeely, above named grantor, and she did acknowledge the foregoing deed to be her act.

In witness whereof I hereunto subscribe my name and affix my seal Notarial day and year herein above written.

*[Handwritten Signature]*

Notary Public.



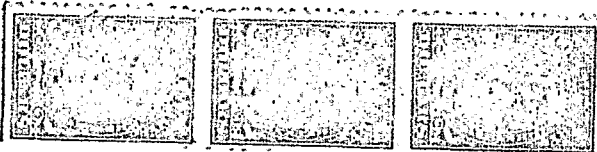
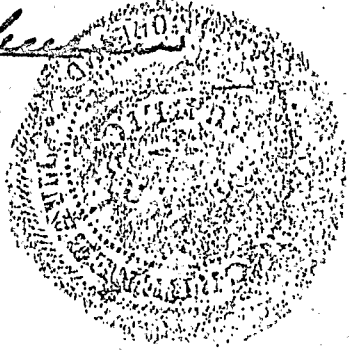
State of Maryland, Baltimore City, SCT:

I hereby certify that on this 14<sup>th</sup> day of November, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Mary N. Thompson and William E. Thompson, <sup>her</sup> husband, above named grantors, and each did acknowledge the foregoing deed to be their respective act.

In witness whereof I hereunto subscribe my name and affix my seal Notarial day and year above written.

*[Handwritten Signature]*

Notary Public.



(3)

29

MADISON BROWN, Individually : IN THE CIRCUIT COURT FOR  
 and as Executor under the :  
 Will of Sarah Eliza Faithful : QUEEN ANNE'S COUNTY  
 Brown, late of Queen Anne's :  
 County, Maryland, deceased : IN EQUITY  
 Plaintiff :  
 vs. :  
 PRISCILLA BROWN ZWITZER, et al., : CAUSE NO. 4971  
 Defendants :

DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause standing ready for decision upon the Bill of Complaint, Answers and Testimony taken before a standing Examiner of this Court, and said Pleadings and Testimony and the Exhibits thereto, having been read and considered, the Court finds:

1. That the personal estate of Sarah Eliza Faithful Brown, deceased, was insufficient to pay her debts and the costs of administering upon said personal estate.
2. That the real estate of which Sarah Eliza Faithful Brown died seized and possessed, located in Queen Anne's County, Maryland, cannot be divided among her devisees and the devisees of Marian Brown Townsend, her deceased daughter, without loss or injury to said interested persons.
3. That all of the persons or parties who would be entitled to said real estate, if the contingency mentioned in the Will of Sarah Eliza Faithful Brown, deceased, had happened at the date of this Decree, are parties to this proceeding, and
4. That the sale of said real estate appears to be advantageous to the parties concerned.

IT IS THEREFORE, this 19<sup>th</sup> day of August, 1969, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

1. That *Howard Wood 3rd* is hereby appointed Trustee to sell the real estate described in the deed filed with the Bill of Complaint marked "Exhibit B" and later marked "Examiner's Exhibit C".
2. That said real estate be sold at public sale, to be conducted by said Trustee, for the purpose of applying the proceeds of sale to the deficiency of the personal estate of Sarah Eliza Faithful Brown, deceased.



3. That before the Trustee shall proceed to act as such, he shall file with the Clerk of this Court a bond to the State of Maryland, with corporate surety to be approved by said Clerk, in the penalty of *Five Thousand Dollars.*

4. That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County, for at least three successive weeks, the first insertion to be at least fifteen (15) days before the sale, and the last insertion to be not more than seven (7) days before the sale, said notice to provide payment of the entire purchase price in cash, or one-fourth (1/4) of the purchase price in cash and three-fourths (3/4) upon the final ratification of said sale by this Court, the deferred payment to bear interest from the day of sale, and be secured to the Trustee's satisfaction, full possession to be given upon final ratification and final settlement, when taxes and public charges shall be adjusted.

5. That he shall then 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.

6. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

7. That, upon the final ratification of said sale, and full payment of the purchase money, he 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 to him, free, clear and discharged of all claims of the parties to this cause, other creditors of Sarah Eliza Faithful Brown, deceased, or of those claiming by, through or under them or any of them.

8. That said trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

9. And that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Marian Brown Townsend, deceased, requiring them to file their claims against said deceased with the Clerk of this Court within ninety (90) days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

10. That said trustee, in addition to the published notice of sale required by paragraph # above, is authorized to publish notices thereof in such other newspapers or by such other means as he shall decide are reasonable.

*B. Hackett Turnage Jr.*  
*Judge*

*Filed Aug 19, 1969*

30

RECEIVED FOR RECORD August 20, 1969

State of Maryland )  
Queen Anne's County ) To Wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, of Queen Anne's County, State of Maryland, as principal, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars (\$5,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of August, 1969.

WHEREAS, the above bounden Howard Wood, has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 19th day of August, 1969, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Madison Brown, Individually and as Executor under the Will of Sarah Eliza Faithful Brown, late of Queen Anne's County, Maryland, deceased, Plaintiff, vs. Priscilla Brown Zwitzer et al., Defendants", being Cause No. 4971 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood, do and shall well and faithfully perform and execute the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void; other wise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

Caroline T. Wilson

Howard Wood (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY Howard Wood  
its attorney-in-fact



ATTEST:  
Caroline T. Wilson

Security approved and Bond filed Aug. 20, 1969  
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 331, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of August in the year nineteen hundred and sixty-nine.

Charles W. Coe  
Clerk

31/ MADISON BROWN, Individually and \* In the Circuit Court for  
as Executor under the Will of \* Queen Anne's County, in  
Sarah Eliza Faithful Brown, late \* Equity.  
of Queen Anne's County, deceased, \*  
Plaintiff, \* Cause No. 4971  
vs. \*  
\*  
PRISCILLA BROWN ZWITZER, et al., \*  
Defendants. \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, the Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 19th day of August, 1969, your Trustee filed in this Cause a Bond in the penalty of Five Thousand Dollars (\$5,000.00) with corporate surety thereon which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee advertised the property to be sold at public auction, in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County for three successive weeks, the publication dates being August 21, 1969, August 28, 1969 and September 4, 1969, as appears by the certificate of publication filed with this Report of Sale, and marked Trustee's Exhibit A", and your Trustee also advertised said auction in the following newspapers: The Baltimore Sun, The Capital-Gazette, Kent County Press and The Star-Democrat.

3. That pursuant to said notice your Trustee attended in front of the Court House door in Centreville, Maryland, at 1:30 P.M., on Tuesday, September 9, 1969, and having read aloud the notice as published in the Queen Anne's Record-Observer then and there offered the property described in the notice for sale by William J. Barcus, Jr., Auctioneer; but that the highest responsible bid received was the sum of Four Thousand Seven Hundred Dollars (\$4,700.00), which your Trustee deemed inadequate; wherefore your Trustee announced by said auctioneer that he was withdrawing the property and would sell it at private sale.

4. That your trustee tried unsuccessfully to negotiate a private sale of the property to each of the various individuals who expressed interest in it on the day of the attempted sale; had it listed with two active real estate brokers in Centreville at \$6,000.00 for several weeks; and having received no offers, advertised the property for sale at \$5,500.00. As a result of the last mentioned advertisement your Trustee did, on August 17, 1970, sell said property, subject to the approval and ratification of this Honorable Court, to Trewen, Inc., a body corporate, for \$5,500 upon the terms and conditions stated in the Contract of Sale which is filed with Report of Sale marked "Trustee's Exhibit B".

5. That the Buyer has paid the initial deposit by check and your Trustee is confident that it will comply with the terms of payment of said Contract.

Filed Aug 18, 1970

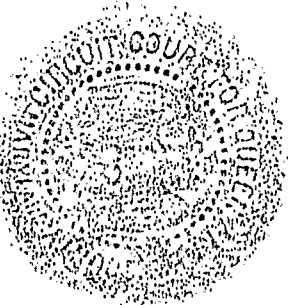
6. And that at the time of the first insertion of the advertisement of the attempted auction your Trustee published in the Queen Anne's Record-Observer a notice to the creditors of Marian Brown Townsend, deceased, requiring them to file their claims against said deceased with the Clerk of this Court within ninety (90) days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

Respectfully submitted,

*Howard Wood*  
\_\_\_\_\_  
(Howard Wood) Trustee

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

I HEREBY CERTIFY, that on this *19th* day of *August*, 1970, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, the trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated and that the sale was fairly made.



*Charles W. Cecil*  
\_\_\_\_\_  
Clerk of the Circuit Court for Queen Anne's County.

*Filed Aug 18, 1970*

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., August 17, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's sale of house and lot.

In the case/estate of Cause No. 4971  
Sarah Eliza Faithful Brown vs.  
Priscilla Brown Zwitzer

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 9th day of September, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of August, 1969, and the last insertion on the 4th day of September, 1969.

THE RECORD-OBSERVER CORPORATION

By *Walter H. Thorne*  
\_\_\_\_\_

*Filed Aug. 18, 1970*

**TRUSTEE'S SALE OF  
HOUSE AND LOT IN  
CENTREVILLE**

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed August 19, 1969, in Cause No. 4971 in said Court, entitled "MADISON BROWN, Individually and as Executor under the Will of Sarah Eliza Faithful Brown, late of Queen Anne's County, deceased, Plaintiff, vs. PRISCILLA BROWN ZWITZER, et al., Defendants", will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on

**Tuesday, September 9, 1969**

commencing at 1:30 P.M.,

ALL that lot or parcel of land called or known as the Residential Property of Dr. Hampton E. Brown and wife, 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 Kidwell Avenue, a street of said town, adjoining on the west the properties formerly of Charles A. Busteed, Mrs. George A. Whiteley and Mrs. James Muir, adjoining on the south the property formerly of Charles H. Konton, on the east the properties formerly of H. B. W. Mitchell and Pere T. Foreman, and on the north the said property formerly of Pere T. Foreman and the properties formerly of Mrs. Henrietta McKenney Holton, Mrs. Joseph M. Bartlett and William Freestate, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the south side of Kidwell Avenue at end of the line of the said property formerly of Charles A. Busteed, and running thence south 28 degrees west, 23.08 perches; thence south 62 degrees east, 15.76 perches; thence north 28 degrees east, 10.8 perches; thence north 62 degrees west, 11.56 perches; thence north 29 degrees east, 12.28 perches; thence north 62 degrees west, 4.20 perches to the place of beginning, containing one acre, one rood and thirty-seven perches of land, more or less; BEING the same land which was granted to Hampton E. Brown and Sarah Eliza Brown, his wife, as tenants by the entirety, by Thomas J. Keating, Trustee, et al., by deed dated November 14, 1923, and recorded among the land records of Queen Anne's County, in Liber J.F.R. No. 11, folio 420. Improvements include a large, frame dwelling house, divided into apartments, and a barn or garage.

TERMS OF SALE: Whole price may be paid in cash on day of sale, or one-fourth of purchase price shall be payable in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the Trustee's satisfaction; title papers and costs of recording deed, including transfer tax and tax stamps, to be at purchaser's expense. Taxes will be pro-rated as of day of final ratification and settlement, when full possession will be given.

Howard Wood, Trustee

**NOTICE TO CREDITORS**

ALL creditors of Marian Brown Townsend, deceased, are hereby notified that they must file their claims against said decedent with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from August 21, 1969, or be excluded from participating in the proceeds of sale of the real estate left by said decedent.

Howard Wood, Trustee in  
Chancery Cause No. 4971  
31-9-4

"TRUSTEE'S EXHIBIT A"

33  
THIS CONTRACT OF SALE, made this 17<sup>th</sup> day of August, 1970, by and between HOWARD WOOD, TRUSTEE in Chancery Cause #4971 in the Circuit Court for Queen Anne's County, hereinafter called "Seller", and TREWEN, INC., a Maryland corporation, hereinafter called "Buyer";

WITNESSETH, that subject to the final ratification and approval of said Court, the Seller agrees to sell and does sell to the Buyer and the Buyer agrees to buy and does buy from the Seller at and for the sum of Five Thousand Five Hundred Dollars (\$5500.00) upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL that lot or parcel of land called or known as the Residential Property of Dr. Hampton E. Brown and wife, 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 Kidwell Avenue, a street of said town, adjoining on the west the properties formerly of Charles E. Busted, Mrs. George A. Whiteley and Mrs. James Muir, adjoining on the south the property formerly of Charles H. Kenton, on the east the properties formerly of H.B.W. Mitchell and Pere T. Forman, and on the north side the said property formerly of Pere T. Forman and the properties formerly of Mrs. Henrietta McKenney Holton, Mrs. Joseph M. Bartlett and William Freestate, and contained within the following metes and bounds, courses and distances to wit: BEGINNING for the same at a point on the south side of Kidwell Avenue at end of the line of the said property formerly of Charles A. Busted, and running thence south 28 degrees west, 23.08 perches; thence south 62 degrees east, 15.76 perches; thence north 28 degrees east, 10.8 perches; thence north 62 degrees west, 11.56 perches; thence North 28 degrees east, 12.28 perches; thence north 62 degrees west, 4.20 perches to the place of beginning, containing one acre, one rood and thirty-seven perches of land, more or less; BEING the same land which was granted to Hampton E. Brown and Sarah Eliza Faithful Brown, his wife, as

Filed Aug. 18, 1970

tenants by the entirety, by Thomas J. Keating, Trustee, et al., by deed dated November 14, 1923, and recorded among the land records of Queen Anne's County, <sup>in</sup> Liber J.F.R. No. 11, folio 420.

TOGETHER with the buildings and improvements, thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining; and also all the right and title of the Seller to all appliances and fixtures intended to be attached to the building thereon.

TERMS OF SALE

The purchase price shall be paid as follows: \$100.00 has been paid by check and the balance of \$5400.00 shall be paid in cash or by certified check within ten (10) days after final ratification of sale by said Court. Taxes, public dues and charges shall be adjusted as of the time of final settlement and passing of title, when full possession shall be given.

The property shall be held at the risk of the Seller until final settlement.

And, upon payment as aforesaid of the unpaid balance of the purchase price, the Seller shall convey the property to the Buyer, or its assigns, at the cost of the Buyer, by a good and sufficient deed with covenant of further assurances conveying a good and marketable title free of liens and encumbrances, restrictions and easements, excepting the joint use of driveway by James E. Thompson, Jr. and wife, but subject to applicable zoning regulations and such facts as a modern survey would reveal.

In the event of the non-ratification or failure of marketable title as aforesaid, the deposit of \$100.00 shall be returned to the Buyer and no further damages shall accrue to the Buyer.

The Buyer shall pay the cost of transfer and recordation taxes, recording the deed and notary fee.

WITNESS the hands and seals of the parties:

WITNESS: (as to Seller):  
Caroline T. Liden

Howard Wood (SEAL)  
(Howard Wood) Trustee in  
Chancery Cause No. 4971

SELLER

WITNESS: (as to Buyer):  
Thornton F. Hard Sr

TREVIN, INC.  
BY [Signature] President



ATTEST: (as to corporate seal):  
Louis Ely Ashley  
Secretary

ORDER NISI ON SALE

34

MADISON BROWN, Individually and  
as Executor under the Will of  
Sarah Eliza Faithful Brown, late  
of Queen Anne's County, deceased  
Plaintiff  
vs.  
Priscilla Brown Zwitzer, et al.  
Defendants

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4971

ORDERED, this 18th. day of August, 1970, that  
the sale of the real property, made and reported in this cause by  
Howard Wood, Trustee, be ratified and confirmed,  
on or after the 18th. day of September, 1970, 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 11th. day of September, 1970.

The report states the amount of sales to be \$ 5,500.00.

Charles W. Cecil Clerk

Filed August 18, 1970



**ORDER NISI**  
**ORDER NISI ON SALE**  
 In the Circuit Court  
 for Queen Anne's County  
 In Equity  
 Cause No. 4971  
**MADISON BROWN**, Individually  
 and as Executor under the Will of  
 Sarah Eliza Faithful Brown, late  
 of Queen Anne's County, deceased  
 Plaintiff  
 - vs -  
**Priscilla Brown Zwitzer, et al.**  
 Defendants  
**ORDERED**, this 18th day of  
 August, 1970, that the sale of the  
 real property, made and reported in  
 this cause by Howard Wood,  
 Trustee, be ratified and confirmed,  
 or after the 18th day of  
 September, 1970, unless cause to  
 the contrary thereof be previously  
 shown; provided a copy of this  
 order be inserted in some  
 newspaper published in Queen  
 Anne's County, Maryland, once in  
 each of three successive weeks  
 before the 11th day of September,  
 1970.  
 The report states the amount of  
 sales to be \$5,500.00.  
 Charles W. Cecil, Clerk  
 Filed August 18, 1970  
 True Copy  
 Test: Charles W. Cecil, Clerk  
 31-9-2

35

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Sept 17 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
 the Order Nisi

in the case/estate of Equity Cause No. 4971

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 11th day of September, 1970, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of August, 1970, and the last insertion on the 2nd day of September, 1970

THE RECORD-OBSERVER CORPORATION  
 By Stephany M. Moore

**MADISON BROWN**, Individually  
 and as Executor under the Will  
 of Sarah Eliza Faithful Brown,  
 late of Queen Anne's County,  
 Maryland, deceased,  
 Plaintiff,  
 vs.  
**PRISCILLA BROWN ZWITZER, et al.**,  
 Defendants.

In the Circuit Court for  
 Queen Anne's County  
 in Equity.  
 Cause No. 4971

36

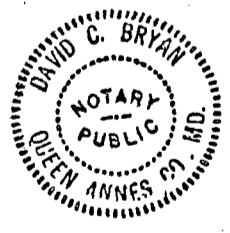
*Filed Sept. 18, 1970*

**AFFIDAVIT BY PURCHASER**

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

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of September, 1970, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared SYDNEY G. ASHLEY, President of Trewen, Inc., a Maryland corporation, reported purchaser of real estate in these proceedings, and made oath in due form of law that said corporation is not acting as agent for anyone purchasing said real estate, no other persons being interested as principals, and that it has not directly or indirectly discouraged anyone from bidding for the said property.

WITNESS, my hand and notarial seal:



David C. Bryan  
 Notary Public

My Commission expires: 7/1/74

*Filed Sept. 18, 1970*

37  
MADISON BROWN, INDIVIDUALLY  
and as Executor under the Will  
of Sarah Eliza Faithful Brown,  
late of Queen Anne's County,  
Maryland, deceased,

Plaintiff,

vs.

PRISCILLA BROWN ZWITZER, ET AL.,  
Defendants

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

\* Cause No. 4971  
\*

PETITION FOR RATIFICATION OF SALE AND  
OTHER RELIEF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Howard Wood, Trustee in this Cause unto  
your Honors, respectfully shows:

1. That Trewen, Inc., real estate purchaser in this Cause  
has requested your Petitioner to obtain releases of the two  
following open unreleased mortgages on the land and premises sold  
by your Petitioner per Report of Sale filed, as follows:

(a) Mortgage from Hampton E. Brown and Sarah Eliza Brown,  
his wife, to Thomas J. Keating, Trustee under Will of Philemon B.  
Hopper, dated November 14, 1923, and recorded among the land  
records of Queen Anne's County in Liber J.F.R. No. 11, folio 422,  
securing an original debt of Four Thousand Two Hundred Dollars  
(\$4200.00) and duly released of record, except to the extent of  
One Thousand Dollars (\$1,000.00). This mortgage debt matured on  
October 9, 1926, and bore interest payable semi-annually account-  
ing from October 9, 1923. Assignments and release were recorded  
as follows: (1) by the mortgagee by short assignment, recorded  
March 22, 1924, to Mary N. Thompson, Frances S. McKeeley and  
Nannie P. Keating, each to the extent of \$1400.00, with interest  
from October 9, 1923; (2) by Mary N. Thompson, by short assign-  
ment, recorded June 27, 1924, to Nannie P. Keating to the extent  
of her entire \$1400.00 share; (3) by Frances S. McKeeley, by short  
assignment, recorded June 12, 1926: "to Maggie F. Aldridge, to the  
extent of \$1000.00 and to Nannie P. Keating, to the extent of  
\$400.00, with interest from June 12, 1926"; (4) short release by  
Nannie P. Keating, dated August 1, 1952 and recorded August 4,  
1952, reciting payment of the mortgage debt.

(b) Mortgage from Hampton E. Brown and Sarah E. Brown,  
his wife to Hampton E. Brown, Trustee in Chancery Cause No. 3081,  
in this Court, dated August 1, 1952, and recorded August 4, 1952,  
among said land records, in Liber T.S.P. No. 5, folio 521, secur-  
ing a debt of \$3000.00, payable on August 1, 1955, with 4% annual  
interest payable semi-annually, unassigned and unreleased of  
record, but appearing clearly to have been paid in full by refer-  
ence to the annual report filed by Hampton E. Brown, Trustee in  
Chancery Cause No. 3081, for the calendar year 1954.

2. That Maggie F. Aldridge, also known as Margaret K. Aldridge,  
departed this life on or about the 31st day of July, 1948, intest-  
ate, a resident of Queen Anne's County, and George W. Aldridge, her  
son, was appointed as administrator of her estate. He completed  
his administration by filing an approved administration and dis-  
tribution account. There is no reference in the administration  
proceedings to any debt due the decedent from Hampton E. Brown  
and wife.

3. George W. Aldridge departed this life on or about the 29th day of October, 1958, intestate, a resident of Queen Anne's County, and his widow, Helen W. Aldridge, was appointed as administratrix of his estate. She completed her administration by approved administration account, filed on or about the 28th day of July, 1959.

4. That your Petitioner has no knowledge of whether Maggie F. Aldridge received payment of the sum of \$1000.00 and interest from June 12, 1926, secured to her by assignment from Frances S. Mckeelley, above referred to, or not.

5. That, rather than delaying the ratification of this sale your Petitioner has agreed with the purchaser, subject to the approval of this Honorable Court, as follows:

(a) With respect to the mortgage referred to in paragraph "1 (a)" in this petition, your Petitioner will retain the sum of \$ 2700.00, of the proceeds of sale in trust to indemnify the purchaser against any possible loss under said mortgage, until a proper release thereof has been obtained and recorded.

(b) With respect to the mortgage referred to in "1 (b)" in this petition, your Petitioner will immediately request your Honors to provide for a proper release.

Said purchaser has signed a Consent at the foot of this petition in evidence of its agreement to the granting of the relief prayed hereunder.

WHEREFORE, your Petitioner prays your Honors to pass an order finally ratifying the sale of real estate in this Cause and for the following additional relief:

(a) That your Petitioner be authorized to apply to the Orphans' Court of Queen Anne's County for appointment of an administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased;

(b) That such administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, be made a party defendant in this Cause and be directed to answer this petition;

(c) That after hearing, unless it appears that some payment or acknowledgment of the debt secured as aforesaid, to Maggie F. Aldridge, was made within twenty years last passed, the debt be declared to be barred by limitations or presumed paid and said administrator d.b.n. of the Estate of Margaret K. Aldridge be directed to release the decedent's interest in said mortgage;

(d) That, in the alternative, if it appears after hearing that some payment remains due to the Estate of Margaret K. Aldridge, deceased, your Petitioner be directed to pay the same from the proceeds to be retained in trust as aforesaid, and upon such payment, that the administrator d.b.n. of said estate be directed to execute and deliver a release of the decedent's interest in said mortgage;

(e) That your Petitioner's agreement with the purchaser hereinabove described be confirmed;

(f) That a substitute trustee be appointed in Chancery No. 3081 and that he be directed to execute and deliver a release of the mortgage described in paragraph "1 (b)" of this petition;

(g) And for such other and further relief as your Petitioner's case may require.

Respectfully submitted,

Howard Wood  
Trustee

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

On this, the <sup>18<sup>th</sup></sup> day of September, 1970, before me, the subscriber, the Clerk of the Circuit Court for Queen Annes County, personally appeared Howard Wood, Trustee, and made oath in due form of law that the matters and facts stated in the foregoing PETITION are true as therein stated and set forth to the best of his knowledge and belief.

Charles W. Cecil  
Clerk

*Filed Sept. 18, 1970*

CONSENT

TREWEN Inc., a Maryland corporation hereby consents to the granting of the relief prayed in the foregoing Petition.

TREWEN, INC.

By Sydney G. Ashley  
(Sydney G. Ashley) President

*Filed Sept. 18, 1970*

FINAL ORDER OF RATIFICATION OF SALE

38

ORDERED, this <sup>18<sup>th</sup></sup> day of September, 1970, by the Circuit Court for Queen Anne's County in Equity, and by the author of said Court, that the sale of the real estate made by Howard Wood, 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 duly given as required by the preceding order nisi heretofore passed in this cause; and said Howard Wood, trustee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

AND IT IS FURTHER ORDERED, that said Trustee is authorized to apply to the Orphans' Court of Queen Anne's County for appointment of an administrator d.b.n. of the estate of Margaret K. Aldridge, deceased; that such administrator d.b.n. be made a party defendant in this cause, and file an answer or other defense to the above Petition; and that the agreement between said Trustee and Trewen, Inc., described in said Petition is hereby confirmed.

B. Hackett Turner  
Judge

*Filed Sept. 18, 1970*

39  
MADISON BROWN, INDIVIDUALLY  
and as Executor under the Will  
of Sarah Eliza Faithful Brown,  
late of Queen Anne's County,  
Maryland, deceased,  
Plaintiff

VS.

PRISCILLA BROWN ZWITZER, ET AL.,  
Defendants

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

\* Cause No. 4971  
\*

ANSWER OF AUBREY L. ROMINE, Administrator d.b.n.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Aubrey L. Romine, Administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, to the Petition filed in this cause on September 18, 1970, by Howard Wood, Trustee, says:

1. That Aubrey L. Romine was appointed Administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, on September 29, 1970, as appears by the certificate of the Register of Wills of Queen Anne's County, which is filed herein marked "Administrator's Exhibit A."

2. That said Administrator has now investigated insofar as he has found it possible the question of whether or not his decedent received payment of the principal amount of One Thousand Dollars (\$1,000.00) and interest secured to her by the mortgage referred to in Paragraph No. "1 a" in said Petition.

3. That said Administrator has been advised as follows:

(a) That the Honorable Thomas J. Keating, Jr., was counsel for George W. Aldridge, original Administrator of this estate and that upon request of the undersigned, he made a thorough search of his files and found no reference to any debt due the decedent from Hampton E. Brown and wife; and Judge Keating advised the undersigned that he is confident that said debt must have been paid to the decedent during her lifetime for the reason that her son and administrator, George W. Aldridge, or one of her three surviving sisters, with whom she had lived for a number of years, would have brought this matter to his attention when the estate was being settled, if the debt had then been unpaid.

(b) Upon the request of Howard Wood, Trustee, Mr. John Palmer Smith Jr., co-executor of the estate of John Palmer Smith, deceased attorney for Hampton E. Brown and wife, who witnessed the signature of Nannie P. Keating on her short release of said mortgage, has searched diligently through the files of said attorney and has found no reference to any information pertinent to this inquiry.

(c) Mrs. Helen W. Aldridge, widow of George W. Aldridge and administrator of his estate, has searched carefully through all papers remaining in her possession which concerned her husband's affairs and has found no information relating to any debt from Hampton E. Brown and wife to the late Margaret K. Aldridge.

(d) The undersigned had occasion some years ago to clear out the house where the late Margaret K. Aldridge and her sisters had lived as aforesaid, in order to prepare the house to be sold and in doing so the undersigned and his wife went through many old books and papers, but found nothing relating to the abovementioned mortgage.

(e) Mr. Hampton E. Brown, Jr. has written to Howard Wood, Trustee, under date of October 14, 1970, a letter which is filed herewith marked "Administrator's Exhibit B" giving his recollection of this matter and indicating that the debt was paid to Mrs. Aldridge in her lifetime.

(f) It is apparent that no payment or acknowledgment of said debt to "Maggie F. Aldridge" or her estate has been made within the past twenty years.

4. Based on the above investigation, the undersigned is satisfied that no payment remains due to the Estate of Margaret K. Aldridge, deceased, from the proceeds of sale of the mortgaged real estate.

Wherefore, the undersigned Administrator, having fully answered said Petition, prays to be hence dismissed with his costs.

And, as in duty bound, etc.,

Aubrey L. Romine  
Aubrey L. Romine, Administrator d.b.n.

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

On this, the 21st day of October, 1970, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Aubrey L. Romine, Administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, and made oath in due form of law that the matters and facts stated in the foregoing ANSWER are true as therein stated and set forth to the best of his knowledge and belief.

Charles A. Caid  
Clerk

CERTIFICATE OF SERVICE

I hereby Certify that on this 21st day of October, 1970, I personally delivered a copy of the foregoing ANSWER to Howard Wood, Trustee, in the above cause.

Aubrey L. Romine  
(Aubrey L. Romine)

Filed Oct 21, 1970



The State of Maryland,

Queen Anne's County, Sct:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of MARGARET K. ALDRIDGE

late of Queen Anne's County, deceased, were on the 29th day of September in the year of our Lord one thousand nine hundred and sixty seven granted and committed unto Aubrey L. Romine

who was then and there appointed ADMINISTRATOR d.b.n. 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 29th day of September in the year of our Lord, nineteen hundred and sixty seven.

Test:

Maddipati E. Wooters Register of Wills for Queen Anne's County

Form 30

ADMINISTRATOR'S EXHIBIT A

Filed Oct 21, 1970

## HAMPTON ASSOCIATES

P. O. BOX 1033 • BLAIR STATION  
SILVER SPRING • MARYLAND 20910  
PHONE: (202) 547-5676

October 14, 1970

Howard Wood, Esquire  
Attorney-at-Law  
119 Lawyers Row  
Centreville, Maryland 21617

Dear Howard:

With reference to the sale of the Centreville property and the distribution of its assets to my children and my brother and sister, I submit the following comment which I sincerely hope clarifies the presence of a clear title for 102 Kidwell Avenue in Centreville.

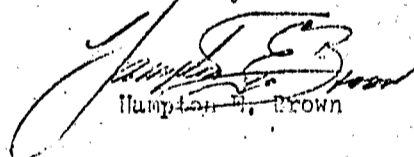
My father and I discussed the small mortgages held against this property by Mrs. Aldridge and her sister, Miss Nannie P. Keating, prior to my going into the military service in nineteen forty one. At that time he suggested he had funds to liquidate this indebtedness. Following my release from the service, he stated that he had paid out the remaining indebtedness with one exception. This exception was to continue a portion of the remaining monies due to Miss Nannie which would allow her to receive a small interest payment each six month period in the amount of sixty four dollars. The reduction from a payment of one hundred twenty six fifty.

Later, when I returned home from North Africa in 1956 on emergency leave from the foreign service due to my father's hospitalization in Easton, we discussed his property rights again for it was the attending physicians opinion that though my father appeared to be regaining his health that should he have another attack he might not pull through and so it was only right and proper to make sure his interests would be my mother's in the event of such an occurrence. I again asked him about the possibility of any mortgages outstanding and he replied that the last small mortgage on the Centreville property had been paid out to Miss Nannie P. Keating.

During this visit with my father I appeared at your office with his consent to request that his assets be placed in both names especially in regards to the properties since they were free and clear of any indebtedness.

Kindly advise if I can be of any further assistance.

Sincerely



Hampton B. Brown

ADMINISTRATOR'S EXHIBIT B

*Filed Oct 21, 1970*



ORDER OF COURT

Upon the Petition filed by Howard Wood Trustee in this cause on September 18, 1970, and the foregoing ANSWER of Aubrey L. Romine, Administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, it is, this 22nd day of October, 1970, by the Circuit Court for Queen Anne's County, ORDERED, that Aubrey L. Romine, Administrator d.b.n. of the Estate of Margaret K. Aldridge, deceased, is hereby authorized, directed and empowered to release the decedent's interest in the mortgage from Hampton E. Brown and wife, referred to in paragraph "1. a" of the said Petition, that a certified copy of this order of court be filed in the Orphans' Court of Queen Anne's County, and that the costs incident to the filing and recording of the Petition and Answer and of this Order, as well as the costs in the Orphans' Court of Queen Anne's County relating to the appointment of Aubrey L. Romine as Administrator d.b.n. be paid by said trustee from the proceeds of sale of real estate in this cause.

*B. Herbert Turner Jr.*

Judge

*Filed Oct. 22. 1970*

MADISON BROWN, individually,  
etc.

Plaintiff

vs.

PRISCILLA BROWN ZWITZER,  
et al.,

Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4971

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 Howard Wood, Trustee, who was by decree of this Court of August 19, 1969, appointed such Trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is a suit for the sale of real estate which is not susceptible to partition.

2. That in the within account the said Trustee was charged with the proceeds of sale and the adjustment of taxes and water and sewer charges, and is allowed thereafter his commissions for making said sale, the Court costs, the stenographer's fee, Register of Wills costs, costs of recording two releases of mortgage, charges for registered mail, the several advertising costs, including Order Nisi of sale and Notice to Creditors, the two bond premiums, Notary Public fees, the auctioneer's charges, the fee and expenses of your Auditor in stating this audit, and the balance was distributed under the provisions of the combined joint wills of Sarah Eliza Faithful Brown and Marion Brown Townsend.

3. It is to be noted that in the amount distributed to Clayton C. Carter and David C. Bryan, Substituted Trustees, a 2/48 share of the same is in behalf of Hampton E. Brown, 3rd, and a 2/48 share of the same is in behalf of Bettina Pratt Brown, and a 4/48 share of the same is in behalf of Turbitt Wallace Brown.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

November 4, 1970

LIBER

5 PAGE 217

## Cause No. 4971

The proceeds of the sale of real estate reported in this cause, in account with Howard Wood, Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said land).

## Cr.

1970

Sept. 18	By proceeds of the sale of land, per report of sale of said vendor, to wit:-----	\$5,500.00
	By adjustment of 1970-71 State and County and Town taxes, per settlement sheet, to wit:-----	169.19
	By adjustment of 1970-71 Water and Sewer charges, per settlement sheet, to wit:-----	68.27
	By gross proceeds, to wit:-----	<u>\$5,737.46</u>

## Dr.

To Howard Wood, Trustee, his commissions on \$5,500.00, for making said sale, or the sum of--\$ 425.00

To do., for amounts paid Charles W. Cecil, Clerk, per receipts exhibited, to wit:

1-Costs of Charles W. Cecil, Clerk---	\$300.50	
2-Witness fee of Sydney G. Ashley----	20.00	
3-Vachel A. Downes, Jr., Examiner----	10.00	
4-Register of Wills fees-----	38.25	
5-Appearance fee of Wood and Bryan---	10.00	
6-Appearance fee of Clayton C. Carter	10.00	
7-Guardian Ad Litem fee of Caroline T. Wilson-----	4.50	
8-Fee of Sheriff of Queen Anne's County-----	4.00	
9-Fee of Sheriff of Montgomery County-----	<u>2.00</u>	399.25

To do., for an amount paid Joseph A. Miller, for reporting and furnishing transcript of depositions, per receipt exhibited, to wit:----- 25.00

To do., for an amount paid Madlyn E. Wooters, Register of Wills of Queen Anne's County, for her fees in the Margaret K. Aldridge Estate, per receipt exhibited, to wit:----- 20.75

To do., for amounts paid Charles W. Cecil, Clerk, for recording two mortgage releases, per receipts exhibited, to wit:----- 11.00

To do., for an amount paid U. S. Post Office, for registered mail, per receipt exhibited, to wit:- 2.73

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

1-For publishing advertisement of sale including Notice to Creditors---	\$ 95.00	
2-For publishing Order Nisi of Sale--	<u>14.00</u>	109.00

To do., for amounts paid several newspapers for advertising sale, per receipts exhibited, to wit:

1-The A. S. Abell Co. (Sunpapers)----	\$ 22.20
2-Capital-Gazette Press, Inc.-----	14.62

November 4, 1970

*John C. Clark*  
Auditor

3-Kent County News-----	\$ 8.20	
4-The Easton Publishing Co. (Star Democrat)-----	8.00	\$ 53.02
To do., for an amount paid Howard Wood, Agent, for the premium due on the Trustee's corporate surety bond, per receipt exhibited, to wit:-----		20.00
To do., for an amount paid W. M. Freestate Agency, for the premium due on the Trustee's corporate surety bond, per receipt exhibited, to wit:-----		20.00
To do., for an amount paid Marcy F. Collier, Notary Public, for notary fee on mortgage release, per receipt exhibited, to wit:-----		.63
To do., for an amount due W. J. Barcus, Jr., Auctioneer, for crying attempted sale, per statement exhibited, to wit:-----		35.00
To J. Thomas Clark, Auditor, as follows:		
1-His fee for stating audit-----	\$ 45.00	
2-Expenses involved in stating audit and notifying parties-----	5.00	50.00
To amount to be carried forward for distribution under the combined wills of Sarah Eliza Faithful Brown and Marion Brown Townsend, the sum of-----		4,566.08
		<u>\$5,737.46</u>
		<u>\$5,737.46</u>

November 4, 1970

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward for distribution under the combined wills of Sarah Eliza Faithful Brown and Marion Brown Townsend, the sum of-----\$4,566.08

Dr.

To Priscilla B. Zwitzer, a 12/48 share of the same, or the sum of-----\$1,141.51

To Madison Brown, a 12/48 share of the same, or the sum of----- 1,141.51

To Hampton E. Brown, 3rd, a 5/48 share of the same, or the sum of----- 475.64

To Bettina Pratt Brown, a 5/48 share of the same, or the sum of----- 475.64

To Clayton C. Carter and David C. Bryan, Substituted Trustees under will of Sarah Eliza Faithful Brown, a 8/48 share of the same, or the sum of----- 761.02

November 4, 1970

*J. Thomas Clark*  
Auditor

LIBER

5 PAGE 220

To Hampton E. Brown, Jr. and Josephine E. S. Brown, parents of Turbitt Wallace Brown, a minor, a 3/48 share of the same, or the sum of-----\$ 285.38

To Priscilla B. Zwitzer, parent of Richard Hampton Lewis, a minor, a 3/48 share of the same, or the sum of-----285.38  
\$4,566.08      \$4,566.08

November 4, 1970

*John C. ...*  
Auditor

*Filed Nov 4, 1970*

42

MADISON BROWN, Individually,  
etc.

Plaintiff

Vs.

PRISCILLA BROWN ZWITZER,  
et al.

Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4971

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 4, 1970, 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:

Madison Brown  
838 Dewey Avenue  
Hagerstown, Md.

Priscilla Brown Zwitter  
2345 Rowe Dr.  
Santa Rosa, Calif. 95401

Hampton E. Brown, Jr.  
P. O. Box 1053  
Blair Station  
Silver Spring, Maryland 20910

Hampton E. Brown, III,  
P. O. Box 1053  
Blair Station  
Silver Spring, Md. 20910

Bettina Pratt Brown  
c/o Hampton E. Brown, Jr.  
P. O. Box 1053  
Blair Station  
Silver Spring, Md. 20910

Turbitt Brown  
c/o Hampton E. Brown, Jr.  
P. O. Box 1053  
Blair Station  
Silver Spring, Md. 20910

Richard Hampton Lewis  
c/o Mrs. Priscilla B. Zwitter  
2345 Rowe Dr.  
Santa Rosa, Calif. 95401

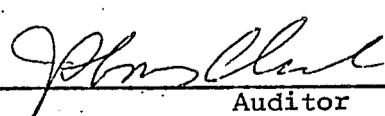
Elizabeth Townshend Overcash  
and Peter A. Agelasto, III,  
Executors  
c/o Peter A. Agelasto, III, Esq.  
401 Citizens Bank Bldg.  
Norfolk, Va. 23510

Howard Wood, Trustee  
119 Lawyers Row  
Centreville, Md. 21617

David C. Bryan  
Lawyers Row  
Centreville, Md. 21617

Clayton C. Carter  
Commerce St.  
Centreville, Md. 21617

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, I did notify each of them that said account was filed on November 4, 1970, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 19, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 20, 1970.

  
Auditor

Filed Nov 4, 1970

43/

MADISON BROWN, Individually,  
etc.  
  
Plaintiff  
  
VS.  
  
PRISCILLA BROWN ZWITZER, et al.,  
Defendants



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

Cause No. 4971

ORDERED, this 4th day of November, 1970, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of November, 1970, unless cause to the contrary thereof be shown; provided notice is given in manner provided by Maryland Rule 595g to persons entitled thereto.

*Charles W. Cecil* Clerk

Filed Nov. 4, 1970

44/

MADISON BROWN, individually  
etc.  
  
vs.  
  
PRISCILLA BROWN ZWITZER, et al

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

Cause No. 4971

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Howard Wood, Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: November 20, 1970.

*Charles W. Cecil*  
Clerk of the Circuit Court  
for Queen Anne's County.

Filed Nov. 20, 1970

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-fifth day of June, in the year nineteen hundred and fifty-two, the following AMENDED BILL OF COMPLAINT was brought to be recorded. to wit:-

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

Millington, Maryland

Complainant

VS.

ANNA MAE FLEETWOOD, and  
THOMAS E. FLEETWOOD, her  
husband, 1814 W. Fourth St.,  
Wilmington, Delaware;  
SARAH H. CARTER and HENRY  
CARTER, her husband, R.D.  
No. 2, Elmer, New Jersey;  
MABEL H. DOOLEY and SAM  
DOOLEY, 145 South Pine Street,  
Bridgeton, New Jersey;  
LOUISE HOPKINS, single, c/o  
Anna Smith, Bridgeville,  
Delaware; FRANKLIN H. HOPKINS  
and NORA M. HOPKINS, his wife,  
General Delivery Post Office,  
Unit 2, Camp Pendleton, Ocean-  
side, California; and EARL W.  
HOPKINS, single, R.D. No. 2,  
Elmer, New Jersey

Defendants

IN THE  
CIRCUIT COURT

QUEEN ANNE'S COUNTY

IN  
EQUITY

Cause No. 3743

\*\*\*\*\*

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Edward Fellows, Individually and as administrator of the Personal Estate of Howard Nickerson, Deceased, by Clayton C. Carter, his solicitor, who sues as well for himself as for all other creditors of Howard Nickerson, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

1. That Howard Nickerson, late of Queen Anne's County, died intestate on June 27, 1949, leaving a small personal estate, upon which letters of administration were granted unto your Orator by the Orphans' Court of Queen Anne's County, as will more fully appear by reference to the Certificate of the Register of Wills of Queen Anne's County, filed among the proceedings herein and marked "Exhibit "A".

2. That the said Howard Nickerson died seized and possessed of certain real estate conveyed unto him by deed dated April 24, 1920, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 4, folio 568, a certified copy of which is filed among the proceedings herein and marked "Exhibit B", wherein said real estate is described as follows, to wit:

All that parcel or tract or lot of land situate, lying and being in the Seventh Election District of Queen Anne's County,

Maryland, in the village of Sandtown, and fronting the main road leading from Millington to Mallalieu's Mills and adjoining the lands of Vincent Benton on the south, and John Bottomley on the west and east, until it intersects the main road, said tract of land containing one quarter of an acre of land, more or less.

3. That said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, including an account of your Orator for the funeral expenses of said decedent, but the same now in his hands will be applied to the payment of the claims of your orator and other creditors of the said Howard Nickerson, so far as the same will extend.

4. That your orator alleges that any deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate above-mentioned and described.

5. That the said Howard Nickerson, being so seized and possessed, died intestate leaving to survive him the following heirs at law, viz: Anna Mae Fleetwood, niece, Sarah H. Carter, niece, Mabel H. Dooley, niece, Louise Hopkins, niece, Franklin H. Hopkins, nephew, and Earl W. Hopkins, nephew, the only children and heirs at law of Anna May Hopkins, deceased sister of the said Howard Nickerson.

6. That the said Anna Mae Fleetwood is married to Thomas E. Fleetwood and they reside at 1814 W. Fourth Street, Wilmington, Delaware; that Sarah H. Carter is married to Henry Carter and they reside near Elmer, New Jersey; that Mabel H. Dooley is married to Sam Dooley and they live at 145 South Pine Street, Bridgeton, New Jersey; that Louise Hopkins is single and lives at Bridgeville, Delaware in care of Anna Smith; Franklin H. Hopkins is married to Nora Hopkins and they reside at Unit 2, Camp Fendleton, Oceanside, California; and Earl W. Hopkins is single and resides near Elmer, New Jersey; that all the parties defendants are adults and all are non-residents of the State of Maryland.

TO THE END, THEREFORE:

(1) That the said real estate, or so much thereof as may be necessary for the purpose, may be sold for the payment of the debts of Howard Nickerson, deceased, and

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

MAY IT PLEASE your Honors to grant unto your Orator the Order of Publication directed to all of the Defendants in this cause, all of whom are non-residents of the State of Maryland, giving them notice to be and appear in this Court, either in person or by solicitor, on or before a day certain to be named therein, to show cause, if any they have, why a decree should not be passed as prayed.

And as in duty bound, etc.

*Filed June 25, 1952*

  
Solicitor for Complainant





# The State of Maryland,

Queen Anne's County, Set:

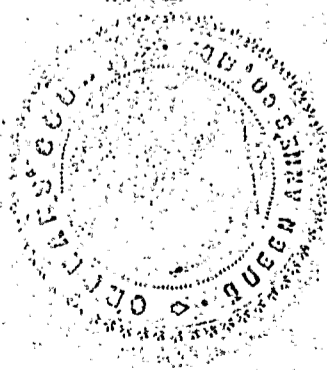
THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all goods, chattels, credits and personal estate of

Howard Nickerson

deceased, were on the 29<sup>th</sup> day of August in the year of our Lord one thousand nine hundred and fifty

Edward Fellows

who w ed then and there appointed ADMINISTRAT or 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 24<sup>th</sup>  
day of July in the year of our  
Lord, nineteen hundred and fifty one

Test:

Edward E. Lousier  
Register of Wills for Queen Anne's County

.....

#7830. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the tenth day of June, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th. day of April, in the year nineteen hundred and twenty, by Frederick T. Lee and Blanche F. Lee, his wife, of Kent County, State of Maryland, James D. Lee, widower, of Wilmington, State of Delaware, Harold H. Lee and Mattie Lee, his wife, and William Lee, of Trainer, State of Pennsylvania, witnesseth that, in consideration of the sum of Three Hundred dollars (\$300.00) the said Frederick T. Lee and Blanche F. Lee, his wife, James D. Lee, Harold H. Lee and Mattie Lee, his wife, and William Lee, do hereby grant and convey unto Howard F. Nickerson, his heirs and assigns, in fee simple, the following real estate, to wit:- All that parcel or tract or lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, in the village of Sandtown, and fronting the main road leading from Millington to Mallalieu's Mills and adjoining the lands of Vincent Benton on the south, and John Bottomley on the west and east, until it intersects the main road, said tract of land containing one-quarter of an acre of land, more or less. It being the same land of which Annie E. Lee, late of Queen Anne's County, died, seized and possessed, intestate, and who left surviving her as her only heirs at law, the said Frederick T. Lee, James D. Lee, Harold H. Lee and William Lee. And being also the same land granted and conveyed unto the said Annie E. Lee by deed from John W. and Susie A. Crossley, dated November 20th, 1886, and recorded in Liber S. C. D. No. 9, folio 263 etc. a land record book for Queen Anne's County, Maryland.

TOGETHER with the buildings and improvements thereon erected and being, and all the rights, roads, ways, waters, privileges, and advantages thereto belonging or in anywise appertaining. And the said Frederick T. Lee, James D. Lee, Harold H. Lee and William Lee do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances to said land as may be or become requisite or necessary.

Witness the hands and seals of the grantors.

Test as to Frederick T. Lee  
and Blanche F. Lee:  
George C. Townsend

Frederick T. Lee. (SEAL)

Blanche F. Lee. (SEAL)

Test: as to James D. Lee.  
Lawrence J. Broman

James D. Lee. (SEAL)

Harold H. Lee. (SEAL)

Test: as to Harold H. Lee,  
Mattie Lee and William Lee:  
Charles Palmer

Mattie E. Lee. (SEAL)

William H. Lee. (SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this 14th. day of May, 1920, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent county, duly commissioned and qualified, personally appeared Frederick T. Lee and Blanche F. Lee, his wife, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and Seal.

Geo. C. Townsend, J. P. (SEAL)

State of Delaware, New Castle County, to wit:-

I hereby certify that on this 4- day of April, 1920, before the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, duly commissioned and qualified, personally appeared James D. Lee, widower, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal.

Lawrence J. Broman  
Notary Public.

Notary  
Public  
Seal.

State of Pennsylvania, Delaware County, to wit:-

I hereby certify that on this 24th. day of April, 1920, before the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County, duly commissioned and qualified, personally appeared Harold H. Lee and Mattie Lee, his wife, and William Lee single man, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

Charles Palmer  
Notary Public.  
Notary Public  
Commission expires  
Feb'y. 3, 1923

Notary  
Public  
Seal.

One Fifty Cent  
Internal Revenue  
Stamp, endorsed:  
H.F.N. 4/21/20

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 4, folios 568, etc., a Land Record Book for Queen Anne's County.

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



*J. Sorden Peppin*  
Clerk

EDWARD FELLOWS, Individually  
and as Administrator of the  
personal Estate of HOWARD F.  
NICKERSON, Deceased

Millington, Maryland  
Complainant

VS.

ANNA MAE FLEETWOOD and  
THOMAS E. FLEETWOOD, her  
husband, 1814 W. Fourth St.  
Wilmington, Delaware;  
SARAH H. CARTER and HENRY  
CARTER, her husband, R.D.  
No. 2, Elmer, New Jersey;  
MABEL H. DOOLEY and  
SAM DOOLEY, her husband,  
145 S. Pine Street, Bridge-  
ton, New Jersey;  
LOUISE HOPKINS, single,  
c/o Anna Smith, Bridge-  
ville, Delaware; FRANKLIN  
H. HOPKINS and NORA HOPKINS,  
his wife, General Delivery  
P.O., Unit 2, Camp Pendleton,  
Oceanside, California; and  
EARL W. HOPKINS, R.D. 2,  
Elmer, New Jersey

Defendants

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

Cause No. 3743

\*\*\*\*\*

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of the real estate of which Howard Nickerson died seized and possessed, or so much as may be necessary, for the payment of his debts and for such further relief as the Complainant's case may require.

The Bill of Complaint alleges that Howard Nickerson, late of Queen Anne's County, died intestate on June 27, 1949, leaving a small personal estate, upon which letters of administration were granted unto the complainant; that the said decedent died seized and possessed of certain real estate conveyed unto him by deed dated April 24, 1920, recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 4, folio 568, wherein said real estate is more particularly described; that the personal estate of said decedent is not sufficient to discharge all the just debts due and owing by the said decedent, including the funeral expenses; that the decedent left surviving him, the following heirs at law, viz: Anna Mae Fleetwood, Sarah H. Carter, Mabel H. Dooley, Louise Hopkins, Franklin H. Hopkins and Earl W. Hopkins, nieces and nephews and only children and heirs at law of Anna May Hopkins, deceased sister of the said Howard Nickerson; that the said Anna Mae Fleetwood is married to Thomas E. Fleetwood and they reside at 1814 W. Fourth Street, Wilmington, Delaware; that Sarah H. Carter is married to Henry Carter and they reside near Elmer, New Jersey; that Mabel H. Dooley is married to Sam Dooley and they live at 145 S. Pine Street, Bridgeton, New Jersey; that Louise Hopkins is single and lives at Bridgeville, Delaware, in care of Anna Smith; Franklin H. Hopkins is married to Nora Hopkins and they reside at Unit 2, Camp Pendleton, Oceanside, California; and Earl W. Hopkins is single and resides at R.D. 2, Elmer, New Jersey; that all the parties defendants are adults and all are non-residents of the State of Maryland.

IT IS THEREUPON, this *26<sup>th</sup>* day of *June*, 1952, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainant, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, once in each of four successive weeks before the *1st* day of *August*, 1952, give notice to the said absent Defendants of the object and substance of the Bill of Complaint and warning them and each of them to be and appear in this Court on or before the *18<sup>th</sup>* day of *August* 1952, in person or by solicitor, to show cause, if any they have, why the relief prayed for by the Complainant should not be granted.

*J. Gordon Pappin*  
Clerk

*Filed June 26, 1952*

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD, et al.

\* IN THE CIRCUIT COURT

\*  
\* FOR

\* QUEEN ANNE'S COUNTY

\*  
\* No. 3743

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Sarah H. Carter and Henry Carter, both adults, to the Amended Bill of Complaint in the above entitled cause, against them in this Court exhibited, respectfully represents:

That these Defendants admit the matters and facts set forth in said Amended Bill of Complaint, do hereby waive notice of the taking of testimony in this cause, as they do not choose to appear to offer evidence in the premises, and consent to the passage of such decree as may be right and proper in the premises without further notice to them.

And having fully answered the said Amended Bill of Complaint, these Defendants pray to be dismissed with their proper costs.

And as in duty bound, etc.

Sarah E. Carter

Henry D. Carter

Filed June 26, 1952

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

\* IN THE CIRCUIT COURT

\*  
\* FOR

VS.

\* QUEEN ANNE'S COUNTY

ANNA MAE FLEETWOOD, etal

\* No. 3743

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Earl W. Hopkins, adult, to the Amended Bill of Complaint in the above entitled cause, against him exhibited in this Court, respectfully represents:

That this Defendant admits the matters and facts set forth in the said Amended Bill of Complaint, does hereby waive notice of the taking of testimony in this cause, as he does not choose to appear to offer evidence in the premises, and consents to the passage of such decree as may be right and proper in the premises without further notice to him.

And having fully answered the said Amended Bill of Complaint, this Defendant prays to be dismissed with his proper costs.

And as in duty bound, etc.

Earl W. Hopkins

*Filed June 26, 1952*

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD, et al.

\* IN THE CIRCUIT COURT  
\*  
\* FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\* No. 3743  
\*

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Franklin H. Hopkins and Nora Hopkins, both adults, to the amended bill of complaint in the above entitled cause, against them in this Court exhibited, respectfully represents:

That these Defendants admit the matters and facts set forth in said Amended Bill of Complaint, do hereby waive notice of the taking of testimony in this cause, as they do not choose to appear to offer evidence in the premises, and consent to the passage of such decree as may be right and proper in the premises without further notice to them.

And having fully answered the said Amended Bill of Complaint, these Defendants pray to be dismissed with their proper costs.

And as in duty bound, etc.

Franklin H. Hopkins

Nora Hopkins

*Filed June 26, 1952*



EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD, et al.

\* IN THE CIRCUIT COURT

\*  
\* FOR

\* QUEEN ANNE'S COUNTY

\*  
\* No. 3743

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Mabel H. Dooley and  
Sam Dooley, both adults, to the Amended Bill of Complaint  
in the above entitled cause, against them in this Court exhibited,  
respectfully represents:

That these Defendants admit the matters and facts set forth  
in said Amended Bill of Complaint, do hereby waive notice of the  
taking of testimony in this cause, as they do not choose to appear  
to offer evidence in the premises, and consent to the passage of  
such decree as may be right and proper in the premises without  
further notice to them.

And having fully answered the said Amended Bill of Complaint,  
these Defendants pray to be dismissed with their proper costs.

And as in duty bound, etc.

Mabel H. Dooley

Samuel U. Dooley

*Filed June 26, 1952*

EDWARD FELLOWS, Individually \*  
and as Administrator of the \*  
Personal Estate of HOWARD F. \*  
NICKERSON, Deceased \*

IN THE CIRCUIT COURT

FOR

VS. \*

QUEEN ANNE'S COUNTY

ANNA MAE FLEETWOOD, etal \*

No. 3743

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Louise Hopkins, adult, to the Amended Bill of Complaint in the above entitled cause, against her exhibited in this Court, respectfully represents:

That this Defendant admits the matters and facts set forth in the said Amended Bill of Complaint, does hereby waive notice of the taking of testimony in this cause, as she does not choose to appear to offer evidence in the premises, and consents to the passage of such decree as may be right and proper in the premises without further notice to her.

And having fully answered the said Amended Bill of Complaint, this Defendant prays to be dismissed with her proper costs.

And as in duty bound, etc.

*Louise Hopkins*

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD, et al.

\* IN THE CIRCUIT COURT

\*

\*

FOR

\*

QUEEN ANNE'S COUNTY

\*

No. 3743

\*

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Anna Mae Fleetwood and Thomas E. Fleetwood, both adults, to the Amended Bill of Complaint in the above entitled cause, against them in this Court exhibited, respectfully represents:

That these Defendants admit the matters and facts set forth in said Amended Bill of Complaint, do hereby waive notice of the taking of testimony in this cause, as they do not choose to appear to offer evidence in the premises, and consent to the passage of such decree as may be right and proper in the premises without further notice to them.

And having fully answered the said Amended Bill of Complaint, these Defendants pray to be dismissed with their proper costs.

And as in duty bound, etc.

*Thomas E. Fleetwood*

*Anna Mae Fleetwood*

*Filed June 26, 1952*

EDWARD FELLOWS, Individually  
and as Administrator &c.,

IN THE CIRCUIT COURT FOR QUEEN

VS.

ANNE'S COUNTY, IN EQUITY.

Anna Mae Fleetwood et al.

Cause No. 3743

REPORT OF EXAMINER AND DEPOSITIONS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned examiner at the request of Clayton C. Carter, Attorney for the Complainant, went to the office of the said attorney on Friday, February the first at 2:45 P.M., and after swearing in the witness took the deposition of Franklin H. Hopkins, which is hereto attached; again on Monday, July 14th., 1952 at 10 O'clock A.M., at the request of Clayton C. Carter, Atty. for Complainant, I went to the office of the said attorney and took the deposition of the Complainant, which is hereto attached.

*Richard J. Lewis*  
One of Regular Examiners.

1. State your name, age and residence.

A. Franklin H. Hopkins, age 34 and residence, Oceanside, California.

2. This is a suit in the Circuit Court for Queen Anne's County Maryland, on the Equity side of said Court entitled "Edward Fellows, Individually and as Administrator of the Personal Estate of Howard F. Nickerson, Deceased, Vs. Anna Mae Fleetwood and Thomas E. Fleetwood, her husband; Sarah H. Carter and Henry Carter, her husband; Mabel H. Doodley and Sam Doodley, her husband; Louise Hopkins, single; and Franklin H. Hopkins and Nora Hopkins, his wife, Defendants".

Do you know the parties to this cause?

A. Yes. The name is Mabel H. Dooley and Sam Dooley instead of Doodley and my wife's name is spelled "Nora".

3. Did you know Howard F. Nickerson? What relationship was he to you?

A. Yes. He was my uncle.

4. Is Howard F. Nickerson living or dead; if dead, did he leave a Last Will and Testament?

A. He is dead. No, no will.

5. Did Howard F. Nickerson own any real estate when he died? If so, can you describe it?

A. Yes.  $\frac{1}{4}$  of an acre of land, I believe, in Sandtown. It's on the right side coming out of Millington towards Sudlersville in Queen Anne's County.

6. State if you know the names of the heirs of Howard F. Nickerson, their ages and addresses.

A. Howard F. Nickerson left surviving him besides myself, who was a nephew, three nieces and one other nephew, named Sarah H. Carter, Mabel H. Dooley, Louise Hopkins and Earl W. Hopkins, who are the only living children of Anna Mae Hopkins who was a deceased sister of Howard F. Nickerson, all of whom are of age. Sarah H. Carter lives at R.D. 2, Elmer, New Jersey; Earl W. Hopkins, RD 2, Elmer, New Jersey; Mabel H. Dooley, lives at 145 S. Pine St., Bridgeton, New Jersey; Louise Hopkins lives at Bridgeville, Delaware, in care of Anna Smith; Anna Mae Fleetwood lives at 1814 W. Fourth St., Wilmington, Delaware; and I live at General Delivery, P.O. Unit 2, Camp Pendleton, Oceanside, California.

7. State, if you know, whether any of said heirs are married, their respective spouses, and their addresses.

A. Sarah H. Carter is married to Henry Carter; Mabel H. Dooley is married to Sam Dooley; Anna Mae Fleetwood is married to Thomas Fleetwood; and Earl Hopkins is single; and I am married to Nora M. Hopkins and all live at the addresses stated before.

Q. Is the said real estate susceptible of any division among the heirs without loss of injury to them?

A. Well, it's only a quarter of an acre of land and a small house on it and it could not be divided among all the heirs of Howard Nickerson.

Q. In your opinion, what would you think would be the fair value of that property today?

A. I'd say \$800.00 .

Q. Are you at the present time in the military service of the United States? If so, what branch?

A. Yes, in the U. S. Marine Corp

Q. Would it be agreeable to you for the Court to appoint a trustee to sell said property and divide the proceeds among the persons entitled thereto?

A. Yes.

Q. Sgt. Hopkins, it is my intention, in light of your testimony that you have another brother, who is one of the heirs to this property, to file on behalf of the complainant in this case, an amended bill of complaint adding your brother as a party defendant and setting forth in said amended bill ~~that~~ his relationship to the deceased. Would it be agreeable to you if the testimony heretofore offered in this case by your sister, Anna Mae Fleetwood, and your testimony taken today be as equally applicable to support the allegations which will be set forth in the amended bill of complaint?

A. Yes, I agree.

Q. 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 any of you, or that may be material to the subject of this, your examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.

A. I am the only heir who is in the military service.

*Franklin H. Hopkins*

Q. State your name, age and address.

A. Edward Fellows, 38, Millington, Maryland.

Q. This is a suit in the Circuit Court for Queen Anne's County, Maryland, on the Equity side of said Court entitled "Edward Fellows, Individually and as Administrator of the Personal Estate of Howard F. Nickerson, Deceased, Vs. Anna Mae Fleetwood and Thomas E. Fleetwood, her husband; Sarah H. Carter and Henry Carter, her husband; Mabel H. Dooley and Sam Dooley, her husband; Louise Hopkins, single; Franklin H. Hopkins and Nora Hopkins, his wife; and Earl W. Hopkins, single, Defendants".

Are you the plaintiff in this cause?

A. I am

Q. Were you the administrator of the personal estate of Howard Nickerson, deceased?

A. I was

Q. Has the administration of that estate been completed and if so, were the assets sufficient to settle the debts of the decedent?

A. It has. They were not.

Q. What claims against the estate remain unpaid?

A. My bill for the funeral expenses, in the amount of \$159.79.

Q. Do you know what real estate, if any, the decedent owned at the time of his death?

A. A house and lot, that's all I know of, on the right hand side coming from Milling to Sudlersville, in Sandtown. It's a very small lot.

Q. Is the said real estate or any part thereof, susceptible of division among the heirs of Howard Nickerson without loss or injury to them?

A. No, it isn't. The house constitutes most of the value of the property.

Q. In your opinion, what would you think would be the fair market value of that property today?

A. I wouldn't say it would bring over \$500.00.

EXAMINER'S SPECIAL.

A. No.

*Edward Tallow*

The Atty. for Complainant stated that he had no further depositions to take.

Richard T. Earle, Examiner-----\$10.00

Respectfully submitted.

*Richard T. Earle*  
One of Regular Examiners.

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD and  
THOMAS E. FLEETWOOD, her  
husband, et al.

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

No. 3743

\*\*\*\*\*

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered.

IT IS THEREUPON, on this *25th* day of *July*, 1952, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings be sold for the purpose of applying the proceeds of sale to the payment of the debts of Howard F. Nickerson; deceased; and

That *Clayton C. Carter* of Queen Anne's County, be and he is hereby appointed trustee to make sale thereof, but before he shall proceed to act as such trustee, he shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by said Clerk, in the penalty of *One Thousand* Dollars, if corporate surety, or in double that amount if personal sureties, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; and

That he shall then proceed to make sale, after having given at least three week's previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one third of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee; the purchaser or purchasers to have the right of immediate possession, and all taxes to be adjusted to the date of sale; and

That as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and

That upon the Court's ratification of said sale, and on the payment of the whole of the purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, at the purchaser's expense, convey to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties



to this cause, and all creditors of the said Howard F. Nickerson, 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 said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and

That at the time of the first insertion or publication of the advertisement of sale above -required, ~~he~~ shall publish in the same newspaper a notice to the creditors of Howard F. Nickerson, deceased, requiring them to file their claims, properly authenticated, against said deceased with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

*Filed July 25, 1952*

*W. R. Horney*  
\_\_\_\_\_  
Judge

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on this Twenty-second day of August in the year nineteen hundred and fifty-two, the following Bond was filed for record, to wit:

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Clayton C. Carter 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 ONE THOUSAND DOLLARS (\$1,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 22 day of August, 1952;

WHEREAS, the above bounden Clayton C. Carter, by virtue of a decree of the Circuit Court, in Equity, dated 25th, July 1952, has been appointed Trustee to sell the property mentioned in the proceedings in the case of Edward Fellows, Individually, et al, vs. Anna Mae Fleetwood, et al, being Chancery No. 3743, now pending in said Court.

NOW THE CONDITION of the above obligation is such that if the above bounden Clayton C. Carter, does and shall well and faithfully perform the trust reposed in him by said Decree, of that may be reposed in him by any future Decree, or order, in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

CLAYTON C. CARTER (SEAL)  
Clayton C. Carter

VIRGINIA S. WHITE  
Corporate Seal.

UNITED STATES FIDELITY AND GUARANTY COMPANY:

Attest:

By B. HACKETT TURNER JR.  
B. Hackett Turner Jr.  
ITS ATTORNEY-IN-FACT

VIRGINIA S. WHITE

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

Security approved and Bond filed August 22, 1952.

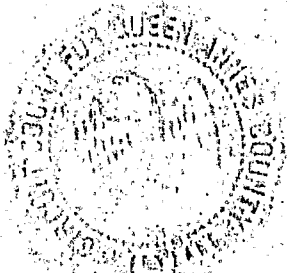
T. Sorden Pippin, Clerk

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 1, 101, 10, 83, a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twenty-second day of August in the year nineteen hundred and fifty-two.

T. Sorden Pippin  
Clerk



EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased

VS.

ANNA MAE FLEETWOOD and  
THOMAS E. FLEETWOOD, her  
husband, et al.

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

No. 3743

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Clayton C. Carter, Trustee, respectfully represents unto your Honor:

1. That by decree of this Honorable Court dated July 25, 1952, the said Clayton C. Carter was appointed trustee to make sale of the real estate of Howard F. Nickerson, deceased, and filed his bond in the penalty of \$ 1000.00, with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereafter, pursuant to said decree, your trustee gave three week's previous notice of the sale of the real estate of the said Howard F. Nickerson, deceased, by advertisement of sale in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, a certificate of the publication thereof being hereto attached as a part hereof.

3. That pursuant to the advertised notice of sale aforesaid, your trustee did attend at the Court House door, Centreville, Maryland, on Tuesday, August 26, 1952, beginning at 1:30 P.M.(D.S.T.) and then and there proceeded to make sale of the property so advertised for sale in the manner following: the advertisement of sale published as aforesaid was read aloud by your trustee, who then proceeded to offer the property therein described at public sale to the highest bidders, by J. Elmer Anthony, Auctioneer; and after said Auctioneer had cried the sale, your Trustee at said time and place and by virtue of the power vested in him by said decree, sold the said property unto JOHN A. ROBBINS and REGINA ROBBINS, his wife, as tenants by the entireties; they being then and there the highest bidders therefor, at and for the sum of Three Hundred and Twenty-Five Dollars (\$325.00).

4. That the said John A. Robbins and Regina Robbins have complied with the advertised terms of sale by paying unto your trustee the sum of \$325.00 by the check of the said John A. Robbins.

5. That at the time of the first insertion of said advertisement of sale in said newspaper, your trustee published in the same newspaper a notice to the creditors having claims against Howard F. Nickerson, deceased, to file the same with the vouchers thereof,

legally authenticated, with the Clerk of the Circuit Court for Queen Anne's County within 90 days from July 31, 1952, which notice was inserted in said newspaper four successive weeks before the 31st day of July, 1952, as will more fully appear by reference to the certificate of publication of said notice to creditors here-  
to attached as a part hereof.

Respectfully submitted

Clayton C. Carter  
Trustee

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of August, 1952, before the subscriber, a Notary Public of and for the State and County aforesaid, personally appeared CLAYTON C. CARTER, Trustee named in the above Report of Sale, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Doris L. Dillehunt  
Notary Public

*Filed August 27, 1952*

Owner  
21-8-7

**TRUSTEE'S SALE**  
—OF—  
**HOUSE AND LOT**

IN SANDTOWN  
Of The Late Howard F. Nickerson

**QUEEN ANNE'S RECORD - OBSERVER**

Centreville, Md. Aug. 27, 1952

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the

Trustee's Sale

in the case/estate of

Howard F. Nickerson

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed in Chy. Cause No. 3743, the undersigned trustee will sell at public auction, in front of the Court House Door in Centreville, Maryland, on

Tuesday, August 26, 1952

At 1:30 O'clock P.M. (DST)

All that parcel or tract or lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, in the village of Sandtown, and fronting the main road leading from Millington to Mathieu's Mills and adjoining the lands of Vincent Benton on the south, and John Bottomley on the west and east, until it intersects the main road, said tract of land containing one-quarter of an acre of land, more or less;

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26 day of AUG. 19 52, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31 day of July 19 52, and the last insertion on the 21 day of Aug. 19 52

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By *M. Spittle Faulkner*

*Filed Aug. 27, 1952*

BEING the same land conveyed unto Howard Nickerson by deed dated April 21, 1920, and recorded among the land records of Queen Anne's County, in Liber J.F.R. No. 4, folio 568.

**TERMS OF SALE:**

One-third of the purchase money in cash on day of sale, the balance thereof upon ratification of the sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments, if any, to bear interest from the day of sale, and to be secured to the satisfaction of the trustee.

Immediate possession. All transfer expenses to be borne by purchaser. Taxes to be adjusted to the day of sale.

CLAYTON C. CARTER, Trustee

J. Elmer Anthony, Auct. 41-8-21

**NISI**

In the Circuit Court

for Queen Anne's County

In Equity

Edward Fellows, Individually and as Administrator of the Personal Estate of HOWARD F. NICKERSON, deceased **NISI**

VS.

Anna Mae Fleetwood and Thomas E. Fleetwood, her husband, et al.

Chancery No. 3743

ORDERED, This 27th day of August A. D., 1952, that the sale of real estate

made and reported in this cause by Clayton C. Carter, Trustee

, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of November

next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of October next.

The Report states the amount of sales to be \$325.00.

*J. Gordon Pippin* Clerk.  
Clerk.

Filed August 27, 1952

# QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Aug. 27, 1952

### NOTICE TO CREDITORS

All creditors having claims against Howard F. Nickerson, deceased, are hereby notified to file the same, properly authenticated, against said deceased, with the Clerk of the Circuit Court for Queen Anne's County, within ninety (90) days from July 31, 1952, or be excluded from participating in the proceeds of the above sale.

**CLAYTON C. CARTER,**  
Trustee

11-8-21

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors

in the case/estate of Howard F. Nickerson

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 1 successive weeks before the 30 day of Sept. 1952, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of July 1952, and the last insertion on the 21 day of Aug. 1952.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By Myrtle Faulkner

### NISI

Edward Fellows, Individually and as Administrator of the Personal Estate of HOWARD F. NICKERSON, deceased.

Vs.

Anna Mae Fleetwood and Thomas E. Fleetwood, her husband, et al.  
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY  
Chancery No. 3743

ORDERED, This 27th day of August A. D., 1952, that the sale of real estate made and reported in this cause by Clayton C. Carter, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 6th day of October next.

The Report states the amount of sales to be \$325.00.

T. SORDEN PIPPIN,  
Clerk.

True Copy:  
Test: T. SORDEN PIPPIN,  
Clerk.

Filed August 27, 1952  
4t. September 5, 12, 19, 26

## The Queenstown News

Queenstown, Md. Nov. 6, 1952

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Nisi

in the case ~~estate~~ of Edward Fellows, Individually and as Administrator of the personal estate of Howard F. Nickerson, Deceased Vs. Anna Mae Fleetwood And Thomas E. Fleetwood, Her Husband Chancery No. 3743

a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 4 successive weeks before the 6th day of Oct. 1952, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 5th day of Sept. 1952.

THE QUEENSTOWN NEWS

By George J. Steinfeld

*Filed Nov 7, 1952*

FINAL RATIFICATION OF SALE

29  
ORDERED, this 7th day of November, 1952, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this cause by Clayton C. Carter, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given, in accordance with the Certificate of Publication of the previous Order Nisi thereto, and the Trustee is allowed the usual commissions and all expenses incident to the making of said sale, not personal, upon the production of vouchers therefor.

Filed Nov. 7, 1952

*W. A. Horney*  
Judge

EDWARD FELLOWS, Individually  
and as Administrator of the  
Personal Estate of HOWARD F.  
NICKERSON, Deceased,

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

Vs.

ANNA MAE FLEETWOOD and  
THOMAS E. FLEETWOOD, her  
husband, et al.

No. 3743

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Howard Wood, 3rd, your auditor, unto your Honors, respectfully sets forth:

1. That this account is stated at the request of Clayton C. Carter, the Trustee appointed by decree of this Honorable Court (Paper No. 23) to make sale of the land of Howard Nickerson, deceased, for the purpose of paying the debts of said decedent for which his personal estate appears to have been insufficient.
2. That in the within account the trustee is charged with the gross proceeds of the sale of said land, per his Report of Sale, and with the proportionate share of 1952 taxes from the date of sale, payable by the purchasers of the property, per the advertised terms of sale. That the trustee is then allowed his commissions on the sale proceeds, the court costs of the cause, the auctioneer's fee, the cost of his surety bond, the State and County taxes on said land for 1951 and 1952, the cost of advertising the order of publication, notice of sale, notice to creditors and the several orders nisi of the cause and the auditor's fee.
3. That the balance remaining charged to the trustee, being the net proceeds of sale in the sum of \$103.29 is then allowed to Edward Fellows, the complainant, on account of an unpaid balance of \$159.79 of his claim filed and passed by the Orphans' Court of Queen Anne's County in the amount of \$281.10 for the funeral expenses of Howard Nickerson, deceased, on which said claim there appears to have been paid the sum of \$121.31 from the personal estate of said decedent according to the First and Final Administration account, filed and passed by the Orphans' Court aforesaid.

Respectfully submitted,

*Howard Wood, 3rd*

Auditor

November 20, 1952

Filed Nov. 21, 1952

## Cause No. 3743

The proceeds of the sale of land reported in this cause,  
in account with Clayton C. Carter, Trustee appointed by Decree of this  
Court to make said sale.

1952

CR.

Aug. 26: By gross proceeds of the sale of said land, per report  
of said Trustee, vendor of said land, to wit: ..... \$ 325.00

By State and County taxes, August 26-December 31, 1952,  
collected from Purchasers, per terms of sale .....  
\$ 2.36  
\$ 327.36

DR.

To Clayton C. Carter, Trustee (and vendor) for his  
commissions for making the sale, per rule of  
Court, to wit: ..... \$ 22.75

To do., for court costs of this cause due T. Sorden  
Pippin, Clerk, per his bill for same exhibited,  
as follows:

Costs of T. Sorden Pippin, Clerk: ..... \$ 44.85  
Commissioner's fee of John P. Cann: ..... 4.00  
Clerk's fee of Beulah F. Powell ..... 2.50  
Witness fee ..... .75  
Examiner's fee of Richard T. Earle .... 10.00  
Appearance fee of Clayton C. Carter ... 10.00 72.10

To do., for an amount paid J. Elmer Anthony, for  
crying said sale, per receipt exhibited, to wit: 10.00

To do., for an amount due B. Hackett Turner, Jr.,  
Agent, for the cost of said Trustee's corporate  
surety bond, to wit: ..... 10.00

To do., for amounts paid Claude Lowery, Treasurer,  
for State and County taxes on the land sold,  
per receipts for same exhibited, to wit:  
1951 taxes, interest and costs ..... \$ 6.89  
1952 taxes, and interest ..... 7.08 13.97

To do., for amounts paid The Queenstown News, for  
advertising costs of this cause, per receipts  
for same exhibited, to wit:  
Order of Publication ..... \$35.00  
Order nisi on sale ..... 5.00 40.00

To do., for amounts paid the Queen Anne's Record-  
Observer, for advertising costs of this cause,  
per receipts for same exhibited, to wit:  
Notice of Sale ..... \$33.75  
Notice to creditors ..... 7.50 41.25

To do., for the cost of advertising the order nisi to  
be passed as to this audit, in the Queen Anne's  
Record-Observer ..... 5.00

To Howard Wood, 3rd, for stating this audit .....  
9.00  
\$ 224.07

To Balance for distribution prior to allowance of  
creditor's claim, carried forward: ..... 103.29

\$ 327.36 \$ 327.36



CR.

By above balance, brought forward ..... \$ 103.29

DR.

To EDWARD FELLOWS, in payment on account of the unpaid balance of his claim filed in the Orphans' Court of Queen Anne's County for the funeral expenses of Howard Nickerson, deceased, in the net sum of \$159.79, against Howard Nickerson, deceased, owner of the real estate sold which did descend to his heirs at law, the defendants, subject to his debts, the said sum of ..... \$ 103.29

Respectfully submitted,

Howard Wood, 3rd

Auditor

November 20, 1952

Filed Nov. 21, 1952

### Nisi Ratification of Audit

Edward Fellows, Individually and as Administrator of the Personal Estate of Howard F. Nickerson, Deceased, VS

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

Anna Mae Fleetwood and Thomas E. Fleetwood, her husband, et al.

Cause  
Case No. 3743

ORDERED, This 21st day of November in the year nineteen hundred and fifty two that the Report and Account filed in these proceedings by Howard Wood, 3rd, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December, 1952; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of December, 1952, in some newspaper printed and published in Queen Anne's County.

T. Landon Pappas Clerk.

Filed November 21, 1952

32  
EDWARD FELLOWS, Individually and  
as Administrator of Personal  
Estate of Howard F. Nickerson, dec'd.,  
VS.  
Anna Mae Fleetwood et al.

# In the Circuit Court for  
Queen Anne's County, in Equity.  
#  
Cause No. 3743.  
#

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Alda E. Robbins ~~XXXX~~ by Richard T. Earle, her attorney, to your Honors, respectfully shows:

1. That your Petitioner acting as Agent of John E. Robbins was the highest bidder and the purchaser for the real estate sold in this cause and as such Agent directed that the Trustee in this cause report the sale in the names of John E. Robbins and Regina Robbins, his wife, and made full settlement by means of a check drawn in the name of the said Trustee with the name of John E. Robbins as maker of said check in the sum of \$325.00 the full purchase price.
2. That although authorized by the said John E. Robbins to buy the same and to fill in and deliver to the said Trustee his check as aforesaid, the said John E. Robbins did not ratify her act in the purchase of said property and your petitioner made a deposit in the Millington Bank of Maryland to the credit of John E. Robbins in the aforesaid amount; and that the said John E. Robbins has not ratified her acts in the purchase of same nor does he desire the property.
3. That Regina Robbins, wife of John E. Robbins, was at the time of the purchase of said real estate on parole from The Delaware State Hospital and since which time she has had to return there and is non compos mentis.
4. That your Petitioner and the said John E. Robbins are both residents of Queen Anne's County, residing in Sandtown in the Seventh Election District of Queen Anne's County.
5. That your Petitioner since she has paid for said property is desirous of securing a deed from the Trustee in this cause to herself and the said John E. Robbins is willing that the deed be so drawn.

Wherefore your petitioner prays:

That Clayton C. Carter, Trustee in this cause, be directed to execute a Trustee's Deed in this cause to your Petitioner;  
That your Petitioner may have such other and further relief as may be right and proper in the premises.  
May it please the Court to grant unto your petitioner an Order directed to John E. Robbins, Queen Anne's County, Maryland, and Regina Robbins, now confined in ~~XXXX~~ The Delaware State Hospital, and who has no Trustee or Committee within the jurisdiction of this Court, commanding them to show cause on or before a day certain to be named in said Order, if any they, why the relief prayed should not be granted.

Respectfully submitted.

*Richard T. Earle*  
Atty. for Petitioner.

Filed Nov 21, 1952

ORDER OF COURT

The foregoing Petition having been read and considered, IT IS THEREUPON this 21st day of November, 1952, ORDERED by The Circuit Court for Queen Anne's County, that the relief prayed for in said petition ~~will~~ be granted unless cause to the contrary be shown on or before the 18th day of December, 1952, provided that a copy of this Petition and Order be served on the said John E. Robbins and Regina Robbins, his wife, on or before 2nd day of December, 1952

*W. P. Harney*  
Judge.

Filed Nov. 21, 1952

Filed Nov. 31, 1952

Filed Nov. 31, 1952

A COPY OF THE AFOREGOING PETITION AND  
ORDER OF COURT WITH THE FOLLOWING EN-  
DORSEMENT BY SERVER

Copy of Petition and Order.

STATE OF MARYLAND, KENT COUNTY, to wit:  
I hereby certify that on this *28th*  
day of November, 1952, before me, the  
subscriber, a Notary Public of the  
State of Maryland in and for Kent  
County, personally appeared Everett  
Squier, and made oath in due form  
of law, that on Saturday, 22nd day of  
November, 1952, ~~at~~ about 3 o'clock, P.  
M., at Farnhurst, Delaware at The  
Delaware State Hospital, he served a  
copy of the within Petition and Order  
upon Regina Robbins, an inmate in  
said Hospital and left a copy with  
her, and he also served a copy of  
same upon Dr. M.A. Taruniana, Superintendant  
of said Hospital and left a  
copy with him. In witness whereof  
I have subscribed my name and affixed  
my Notarial Seal.

*[Signature]*  
RICHARD T. EARLE  
Attorney At Law  
CENTREVILLE, MARYLAND

*Filed Dec 2, 1952*

Edward Fellows, Individually and  
as Administrator of Personal  
Estate of Howard F. Nickerson, dec'd.  
VS.  
Anna Mae Fleetwood, et al.

# In the Circuit Court for  
# Queen Anne's County, in Equity.  
# Cause No. 3743.

TO THE HONORABLE, THE JUDGES OF SAID COURT:  
The Answer of John E. Robbins to the Petition filed against him and his wife  
by Alda B. Robbins, says:  
That he admits the matters and facts set forth in said Petition and consents  
to the passage of such decree or order as may right in the premises.

*John A. Robbins*

*Filed Dec. 2, 1952*

EDWARD FELLOWS, Individually, and # IN THE CIRCUIT COURT FOR QUEEN  
 as Administrator of the Personal # ANNE'S COUNTY, IN EQUITY.  
 Estate of Howard F. Nickerson, dec'd., #

VS. #

Cause No. 3743.

ANNA MAE FLEETWOOD et al. #

Petition for appointment of a Guardian ad litem.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Petition of Alda B. Robbins by Richard T. Earle, her attorney, to your Honors respectfully shows:

1. That your Petitioner has had a copy of the Petitioner and Order heretofore filed in this cause personally served upon Regina Robbins, a non compos, <sup>mentis</sup> now confined in The Delaware State Hospital at Farn Hurst, as per return of service filed herein.
2. That your Petitioner desires that a Guardian ad litem be appointed for Regina Robbins, who is a non-resident of this State and who has neither a Trustee or Committee within the jurisdiction of this Honorable Court, to appear for the said non compos and see that the interest of the non compos is protected.

Respectfully submitted.

*Richard T. Earle*  
 Atty. for Petitioner.

Filed Dec. 3, 1952

## ORDER OF COURT

37 The foregoing petition having been read and considered, IT IS THEREUPON this 3<sup>rd</sup> day of December, 1952, ORDERED by the Circuit Court for Queen Anne's County, in Equity that *J. Thomas Clark* be, and he is hereby, appointed Guardian ad Litem for Regina Robbins, non compos mentis, to appear for said non compos mentis and file such an answer in this cause as may be right and proper in the premises.

*W. R. Farney*  
 Judge.

Filed Dec 3, 1952

Edward Fellows, etc. et. al.

vs.

Anna Mae Fleetwood, et. al.

In The Circuit Court For

Queen Anne's County In

Equity Cause #3743

To The Honorable, The Judge of Said Court:

The Answer of Regina Robbins, non compos mentis, by J. Thomas Clark, Guardian Ad Litem, duly appointed by order of the Circuit Court of Queen Anne's County in equity on the 3rd day of December, 1952, to the Bill of Complaint of Edward Fellows, etc., et. al., against him in this court exhibited, this Defendant, being non compos mentis, he cannot admit any of the matters and things in said bill alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.,

*J. Thomas Clark*  
Guardian Ad Litem

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

I hereby certify that on this 4th day of December, 1952, before me, the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Thomas Clark, Guardian Ad Litem for Regina Robbins, and made oath in due form of law that the matter and facts in the foregoing Answer, are true to the best of his knowledge and belief.

*J. Gordon Pippin*  
Clerk of the Circuit Court  
for Queen Anne's County

*Verme admitted Dec. 5<sup>th</sup>, 1952.*  
*Richard J. O'Connell*  
*Atty. for Petitioner*

*Filed Dec. 5, 1952*

EDWARD FELLOWS et al., # IN THE CIRCUIT COURT FOR

VS.

# QUEEN ANNE'S COUNTY, IN EQUITY.

ANNA MAE FLEETWOOD et al. #

Cause No. 3743.

## REPORT OF EXAMINER AND DEPOSITIONS.

The undersigned examiner at the request of Richard T. Earle, Atty. for Alda B. Robbins, the Petitioner, met with Mr. Earle at his office in the town of Centreville on Saturday the 6th. day of December, 1952 at 7 o'clock P.M., only the witnesses, whose depositions are hereto attached were present, and after swearing said witnesses, proceeded to take attached depositions, Thomas J. Clark, Juradian ad litem, having waived his appearance.

Harry C. Burt  
One of Regular Examiners.

*Filed Dec. 8, 1952*

The first witness called by the Petitioner, Alda B. Robbins, is Alda B. Robbins, who being duly sworn, deposes and states.

1st. Q. State your name, age, residence and occupation?

A. Alda B. Robbins, I am ~~50~~ 50 years of age, I live in Sandtown, in Queen Anne's County, I run a boarding house for the aged.

2nd. Q. What relations ~~relation~~ are you to John A. Robbins and Regina Robbins, the purported purchasers of the property mentioned and described in these proceedings?

A. John A. Robbins is my son and Regina Robbins is his wife.

3rd. Q. Mrs. Robbins state in your own words the incidents surrounding the purchase and settlement of the property sold herein?

A. At the time the property was sold at auction, my son and his wife were living with me, his wife was in a very bad mental condition being a parolee from Farn Hurst, and my son thought that if he bought this property that she would be satisfied, and therefore authorized me to bid for him, those facts were not known to his wife, and should I be able to buy said property at a fair price to have the same conveyed to him and his wife and gave me a blank check on the Millington Bank signed by himself to use in settlement. I bought the property for \$325.00, and gave the names of my son and his wife as purchasers, then gave the Trustee the check of my son, which I had filled in for the full purchase price, when I went home I reported the same to my son, he was very much worried on account of the condition of his wife, and I then made a deposit in the Millington Bank of Maryland to cover said check. My son's wife rapidly grew worse until shortly thereafter she had to return to The Delaware State Hospital, where she now is, and my son has no use for the property nor has he ever ratified my act in the purchase of same.

4th. Q. Has your son in any way ever ratified your act in buying this property, does he now want this property and if not are you willing to be considered the buyer rather than he and his wife.

A. My son has never ratified my act in buying this property, he has no use for same now nor does he want same, I am willing to take the place of he and his wife as purchaser, his wife knew nothing whatever about my buying this property.

## Examiner's Special.

My son and I had his wife proled from The Delaware State Hospital in my custody, she did not want to return to Little Creek in Kent County were my son had a home but we thought that she might be satisfied in Millington, but she was in bad mental condition when this property was sold and rapidly grew worse, my son can hardly make sufficient money to keep his wife in the Hospital and has no use for this property if she is there, and therefore never ratified my act as his Agent.

Alda B. Robbins

The next witness called by the Petitioner, being duly sworn, deposes and states.

1st. Q. State your name, age, residence and occupation.

A. My name is John A. Robbins. I am ~~27~~ 27 years old to-day, I am now living with my mother, the Petitioner in Sandtown, I am chauffer for International Latex Corporation of Dover, Del.

2nd. Q. Now Mr. Robbins I want you to explain the circumstances surrounding the purchase of the property mentioned and described in these proceedings.

A. My wife and I had lived in Little Creek in Kent County before she had a mental breakdown and had to be confined in The Delaware State Hospital, when I spoke to her about coming out of said Hospital she did not seem to want to go back to Little Creek, so my mother and I had her parole in our custody and we went to live with my mother, she seemed better for a while and I thought that if I bought this property she might be satisfied there, under which condition I asked my mother to bid on said property and if it sold right to purchase same and gave her a blank check with my name signed thereto, although at that time due to the expense of keeping her in the Hospital I had no money but thought that I could make said check good, after my mother reported she had purchased the property in my name and my wife's name, and seemed then as if my wife was going back fast mentally, I did not ratify my mother's acts, and shortly thereafter I had to return my wife to The Delaware State Hospital, where she is now, and she has no committee or Trustee.

3rd. Q. Mr. Robbins

3rd. Q. Now Mr. Robbins as a matter of fact did your wife ever know that you asked your mother to buy this property for yourself and her, and has she ever thought that she has an interest in same.

A. No, she never knew I was buying this property or ever had any connection with the same.

4th. Q. Mr. Robbins are you satisfied that your mother be considered the purchaser of this property and that the Trustee convey the same to her?

A. Yes, she has paid for the same in full and due to the condition of my wife at the time of purchase and since I have never ratified the acts of my mother in purchasing same.

Examiner's Special.

I instructed my mother to buy this property in the name of my wife and myself, but thinking the matter over and seeing my wife becoming worse mentally I decided that I could not use this property as a home and I had use for every cent I could get to pay her expenses in The Delaware State Hospital and so did not ratify my mother's acts.

John A. Robbins

*[Handwritten signatures]*

After taking attached depositions, Mr. Earle advised the examiner that he did not desire to take further depositions and asked that the same be reported.

Harry C. Butler, Examiner-----\$10.00

Harry C. Butler  
One of Regular Examiners.

*Filed Dec. 8, 1952*

EDWARD FELLOWS et al.,

IN THE CIRCUIT COURT FOR QUEEN

VS.

ANNE'S COUNTY, IN EQUITY.

ANNA MAE FLEETWOOD et al.

Cause No. 3743.

DECREE OF COURT.

The Petition of Alda B. Robbins asking to be declared the purchaser of the real estate sold herein and the answer of John A. Robbins thereto and the answer of the guardian ad litem of Regina Robbins and the testimony taken herein having been read and considered, IT IS THEREUPON this 19th day of December, 1952, ORDERED, ADJUDGED AND DECREED that Alda B. Robbins be and she is hereby decreed to be the purchaser of the real estate sold in these proceedings in the place and stead of John A. Robbins and Regina Robbins the purchasers reported herein, and it is further ordered, that upon the payment of the full purchase price to the Trustee herein and not before, the said Trustee shall convey by a good and sufficient deed the aforesaid real estate to the said Alda B. Robbins, at her expense.

*W. R. Barney*  
Judge.

*Filed Dec. 19, 1952*

**Nisi-Ratification of Audit**

Edward Fellows, Individually and as Administrator of the Personal Estate of Howard F. Nickerson, Deceased,

vs.

Anna Mae Fleetwood and Thomas E. Fleetwood, her husband, et al.

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

Cause No. 3743

ORDERED, This 21st day of November, in the year nineteen hundred and fifty-two, that the Report and Account filed in these proceedings by Howard Wood, 3rd, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December, 1952; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of December, 1952, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk.

True Copy

Filed, Nov. 21, 1952. T. SORDEN PIPPIN, Clerk. 20-12-4

**QUEEN ANNE'S RECORD - OBSERVER**

Centreville, Md. Dec. 19, 1952

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the

Nisi Ratification of Audit

in the case/estate of Howard F. Nickerson

vs. Anna Mae Fleetwood and Thomas E. Fleetwood

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 12 day of Dec. 1952, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of Nov. 1952, and the last insertion on the 4th day of Dec. 1952

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By *Myrtle Faulkner*

*Filed Dec. 19, 1952*

**FINAL RATIFICATION**

ORDERED, this 22nd day of December, 1952, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the foregoing Report and Account filed in these proceedings by Howard Wood, 3rd, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the proceeding order nisi; and the Trustee is directed to apply and distribute the said trust estate ac-



cordingly, with a due proportion of interest as same has been or may be received .

Wm. R. Horney

Judge

Filed Dec. 22, 1952

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-first day of August, in the year nineteen hundred and sixty-eight, the following Special Case by Consent under Maryland Rule 329 was brought to be recorded, to wit:-

MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, and  
Charles T. Morris and  
L. Kemp Tuel, their husbands,  
Queenstown, Md. 21658,  
Complainants,

vs.

EDMUND GEORGE LESLIE and  
ROBERTA K. LESLIE, his wife,  
Box 511, Denton, Md.;  
NELLIE L. FOX and  
BRUCE L. FOX, her husband,  
191 St. Charles Street,  
Florissant, Missouri;  
DOLORES A. HARRELL and  
OTIS LEE HARRELL, her husband,  
Box 431, Lake City,  
Tennessee,  
Respondents.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

No. 4976

SPECIAL CASE BY CONSENT UNDER  
MARYLAND RULE NO. 329

Mary E. Morris and Christine C. Tuel, Individually and as Administratrices of the Estate of Nellie M. Koch, deceased, and Charles T. Morris and L. Kemp Tuel, their husbands, by F. Clifford Hane, their attorney, respectfully represent unto Your Honors:

1. That by deed dated April 29, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 34, folio 227, Samuel E. W. Friel, Jr., et al conveyed to Charles O. Koch and Nellie M. Koch, his wife, as tenants by the entireties, the following described real estate:

ALL THAT LOT or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, near the Village of Queenstown, on the southwest side of a street or road known as Melvin Avenue (formerly known as Kinnamon Avenue), which said lot hereby conveyed is bounded on the southeast by a forty foot wide reserved area of land belonging to the grantors, and bounded on the southwest by other land of the grantors, and bounded on the northwest also by other land of the grantors herein, and bounded on the northeast by said Melvin Avenue, 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 engineers and surveyors, dated April 27, 1957, and to be recorded simultaneously with this instrument, as follows, to wit:

BEGINNING for the same at a concrete monument set on the westerly side of a 40 foot wide road known

as Melvin Avenue and on a new division line between the herein described lands and other lands of S. E. W. Friel; said monument being North 52 degrees, 59 minutes West, 46.02 feet from the intersection of the westerly side of the aforementioned Melvin Avenue and the northerly right of way line of a 200 foot wide through highway known as U. S. Route #71; and running, thence, parallel to and 40 feet from the northerly right of way line of the above mentioned U. S. Route #71 and with said new division line, South 66 degrees 39 minutes West, 200.96 feet to a concrete monument; thence by and with said new division line, the two following courses and distances: North 52 degrees 59 minutes West, 235.25 feet to a concrete monument and North 40 degrees 28 minutes East, 175 feet to a concrete monument set on the westerly side of the above mentioned Melvin Avenue; thence, by and with the westerly side of Melvin Avenue, South 52 degrees, 59 minutes East, 324.08 feet to the place of beginning; containing in all 1.121 acres of land, more or less.

The improvements on the above mentioned lot of ground are known as the Blue Star Motel, and the property and the furniture and equipment therein were vested in Charles O. Koch and Nellie M. Koch, his wife, as tenants by the entireties.

2. The said Charles O. Koch predeceased his wife, Nellie M. Koch, he having died on November 13, 1962, and the title to the aforementioned property and the furniture and equipment therein vested in his wife, Nellie M. Koch.

3. Nellie M. Koch died on July 20, 1967, intestate, leaving as her sole heirs-at-law, her five children, --

Nellie L. Fox, daughter, whose husband's name is Bruce L. Fox;

Dolores A. Harrell, daughter, whose husband's name is Otis Lee Harrell;

Edmund George Leslie, son, whose wife's name is Roberta K. Leslie;

Mary E. Morris, daughter, whose husband's name is Charles T. Morris;

Christine C. Tuel, daughter, whose husband's name is L. Kemp Tuel.

4. That under the intestacy laws of the State of Maryland applicable to this intestate, title to the aforementioned real estate vests in the above mentioned five children equally.

5. That a petition for Letters of Administration on the Estate of Nellie M. Koch was applied for in the Orphans' Court of Queen Anne's County, and after renunciations filed by Nellie L. Fox, Dolores A. Harrell and Edmund George Leslie, Letters of Administration were granted to Mary E. Morris and Christine C. Tuel, Administratrices.

6. That a personal inventory and a real inventory has been filed in the Orphans' Court for Queen Anne's County by said Administratrices, and Notice to Creditors was published in accordance with the law, notifying all creditors to present their claims on or before the 28th day of March, 1968.

7. That the administration of said Estate in the Orphans' Court for Queen Anne's County has not been completed because the personal assets of the Estate are insufficient to pay the debts of the decedent and the cost of the administration of the Estate.

8. That the aforementioned real estate is not susceptible of partition among the parties entitled, without material loss to the said parties hereto.

9. That there is attached hereto and, prayed to be made a part hereof, a Consent of the sole heirs-at-law of the said Nellie M. Koch, evidencing their willingness to be made a party to these proceedings; consenting to the sale of the aforementioned realty; consenting also to the appointment of a Trustee to make said sale under the jurisdiction of this Honorable Court, and further evidencing their agreement that the matters and facts set forth in this Special Case Stated are true.

To the end therefore:

(a) That a decree may be passed for the sale of the real estate mentioned in these proceedings, and appointing a Trustee therefor, under authority of Article 16, Section 157, of the Annotated Code of Maryland;

(b) That the proceeds of said sale be first used to pay the unpaid debts and costs of the administration of the said Estate;

(c) That the remaining proceeds of sale may be distributed between the heirs-at-law of the said Nellie M. Koch, deceased, in accordance with their respective interests;

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

*F. Clifford Hane*

F. Clifford Hane, Attorney for  
Mary E. Morris and Christine C. Tuel,  
Administratrices of the Estate of  
Nellie M. Koch, deceased, and  
Charles T. Morris and L. Kemp Tuel,  
their husbands, Complainants -  
Queenstown, Md. 21658  
Phone: 827-8787

*Filed Aug 21, 1968*

CONSENT

The undersigned, sole heirs-at-law of Nellie M. Koch, late of Queen Anne's County, State of Maryland, hereby consent to being made parties to the foregoing Special Case Stated, and hereby further consent to the appointment of a Trustee by the Circuit Court for Queen Anne's County to effect a sale of the real estate known as the Blue Star Motel, and mentioned in these proceedings, and do hereby further consent to the appointment of \_\_\_\_\_ F. CLIFFORD HANE, as Trustee, and consent to the application of the proceeds of sale therefrom to the payment of debts due by the estate of their mother, the late Nellie M. Koch, and the costs of the administration thereof, and to distribute the remaining proceeds between us, in accordance with our respective interests therein.

The undersigned, sole heirs-at-law of Nellie M. Koch aforesaid, hereby agree and individually state that the matters and facts set forth in the foregoing Special Case by Consent are true as therein set forth.

Bruce L. Fox  
Bruce L. Fox, her husband

Nellie L. Fox  
Nellie L. Fox

Otis Lee Harrell  
Otis Lee Harrell, her husband

Dolores A. Harrell  
Dolores A. Harrell

Roberta K. Leslie  
Roberta K. Leslie, his wife

Edmund George Leslie  
Edmund George Leslie

Charles T. Morris  
Charles T. Morris, her husband

Mary J. Morris  
Mary J. Morris

L. Kemp Tuel  
L. Kemp Tuel, her husband

Christine C. Tuel  
Christine C. Tuel

*Filed Aug. 21, 1968*

2

MARY E. MORRIS, ET AL,	:	IN THE CIRCUIT COURT
Complainants,	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
EDMUND GEORGE LESLIE, ET AL,	:	IN EQUITY
Respondents.	:	NO. 4976
:	:	:

The undersigned, one of the Standing Examiners for the Circuit Court of Queen Anne's County, at the request of F. Clifford Hane, Esquire, Solicitor for the Complainants, did, at the office of the said F. Clifford Hane, Queenstown, Maryland, on October 24, 1968, at 1:00 o'clock P. M. D. S. T., after swearing the witnesses and stenographer, proceed to take their depositions; and I do hereby further certify that I was present during the taking of said 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 irregular or unusual circumstances in the taking of said depositions or in the conduct of the proceedings.

*Edward Turner*  
 Edward Turner, Examiner

*Filed Nov. 12. 1968*

MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, and  
Charles T. Morris and  
L. Kemp Tuel, their husbands,  
Queenstown, Md. 21658,  
Complainants,

vs.

EDMUND GEORGE LESLIE and  
ROBERTA K. LESLIE, his wife,  
Box 511, Denton, Md.;  
NELLIE L. FOX and  
BRUCE L. FOX, her husband,  
191 St. Charles Street,  
Florissant, Missouri;  
DOLORES A. HARRELL and  
OTIS LEE HARRELL, her husband,  
Box 431, Lake City,  
Tennessee,  
Respondents.

IN THE  
CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

In Equity

No. 4976

TESTIMONY

MARY E. MORRIS

By Edward Turner, Examiner:

Q. Mrs. Morris, are you a resident of Queen Anne's County?

A. Yes, I am. I reside in Queenstown, Maryland.

Q. Is there any litigation at present, between you and any other party in these proceedings?

A. No, there is not.

By F. Clifford Hane:

Q. What is your full name and address?

A. Mary E. Morris, Queenstown, Maryland.

Q. Are you one of the Administratrices of the Estate of your mother, the late Nellie M. Koch, deceased?

A. Yes, my sister, Christine C. Tuel and I are the Administratrices.

Q. Will you please identify this paper?

A. This is a certified copy of the petition for Letters of Administration on my mother's estate, showing the date of her death on Thursday, July 20, 1967, and setting forth the names of my brother and sisters.

(Introduce as Exhibit No. 1.)

- Q. I show you another paper, can you identify it?
- A. This is the original Certificate of Letters of Administration granted to us on September 19, 1967.  
(Introduce as Exhibit No. 2.)
- Q. Did you and your sister, as Administratrices, file an Inventory of the real estate and personal estate of the decedent?
- A. Yes, the personal estate amounted to \$ 587.<sup>50</sup>, and the real estate was appraised at \$45,000.00. The personal estate consisted of household furniture, etc. There was no cash.
- Q. I show you another paper, will you identify this?
- A. This is a certified copy of the claims filed against my mother's estate, and shows an amount of \$3,601.70.  
(Introduce as Exhibit No. 3.)
- Q. Does this represent all of the debts due by your mother's estate?
- A. No, the motel is subject to a balance mortgage of \$5,481.46 due to the Queenstown Bank of Maryland, with interest from July, 1967. The Bank also advanced payment of the 1967-68 taxes in the amount of \$482.89 with interest from May 1, 1968. She also owed insurance on the premises, but it did not fall due until after her death, in the amount of \$245.00. We also asked the Park Cleaners to come in and clean the rugs in each unit and this cost \$150.00.
- Q. The real estate therefore is a motel, is that correct?
- A. Yes.
- Q. Subsequent to your mother's death on July 20, 1967, did you and your sister file a petition with the Orphans' Court, to continue the operation of the motel?
- A. Yes, we did, and it did not pay. The money which we did collect from it was deposited in the Queenstown Bank of Maryland, and I have checkbooks to show the payments therefrom.
- Q. The personal estate therefore is not sufficient to pay off all debts, is that correct?
- A. Yes.



Q. And in order to pay off the debts, administration, funeral expenses and other items, it will be necessary that the real estate be sold, is that correct?

A. Yes.

Q. Where is this motel located?

A. It is located on Melvin Avenue in Queenstown, just off Route 301, and I have a photostatic copy of the deed which shows that the property was in the name of my father, Charles O. Koch and my mother Nellis M. Koch, his wife, as tenants by the entirety.

(Introduce as Exhibit No. 4.)

Q. Did your mother own any other real estate in Queen Anne's County, or elsewhere?

A. No.

Q. When did your father die?

A. My father died on November 13, 1962, and my mother survived him, and she operated the motel until the time of her death.

Q. Is the motel property capable of being divided in five parts without material loss?

A. It is not. The property should be sold and the proceeds distributed after the payment of debts.

Q. When your mother, Nellis M. Koch died, had she remarried?

A. No, she was still a widow.

Q. Referring to Exhibit No. 1, what are the names and addresses of your other sisters and brother?

A. Nellie L. Fox, 191 St. Charles Street, Florissant, Missouri; Dolores A. Harrell, Box 431, Lake City, Tennessee; Edmund George Leslie, Box 511, Denton, Maryland; Christine C. Tuel, Box 145, Queenstown, Maryland.

Q. Three of them therefore live out of the boundary lines of Queen Anne's County, is that correct?

A. Yes.

Q. And two of them live outside of the State of Maryland, is that correct?

A. Yes.

- Q. Have they been notified of this proposed proceeding, and have they consented to it?
- A. Yes, the papers in the case show their consent and the consent also of their respective husbands and my brother's wife.
- Q. I note that your brother is Edmund George Leslie; had your mother been married before marrying your father, Mr. Koch?
- A. Yes.
- Q. And these five children, were they all children born of your mother, Nellie M. Koch, who was formerly known as Nellie Leslie?
- A. Yes.
- Q. Did any children of your mother predecease her?
- A. Yes, there was a twin brother to Edmund George Leslie.
- Q. What was his name?
- A. Joseph Christopher Leslie.
- Q. Is he still living?
- A. No.
- Q. When did he die?
- A. I really don't know -- he was 17 or 18, I'm not too sure when he died.
- Q. Was he married at the time of his death.
- A. No.
- Q. And he had no children?
- A. No.
- Q. Therefore, there are no children of a deceased brother or sister of yours, is that correct?
- A. Yes.
- Q. Are all of your surviving brother and sisters parties to this suit, above the age of 21 years?
- A. Yes.
- Q. And of your own knowledge, do you know if they are willing that the property be sold by a Trustee to be appointed by the Court for that purpose?

A. Yes, the consent attached to the papers in this case show that they consent to the appointment of F. Clifford Hane as Trustee, and they also consent to the application of the proceeds of sale under the jurisdiction of the Circuit Court for Queen Anne's County, in equity.

Q. A copy of this Special Case by Consent under Maryland Rule No. 329 has been forwarded to Edmund George Leslie and Roberta K. Leslie, his wife, Box 511, Denton, Maryland; Nellie L. Fox and Bruce L. Fox, her husband, 191 St. Charles Street, Florissant, Missouri, and Dolores A. Harrell and Otis Lee Harrell, her husband, Box 431, Lake City, Tennessee, has it not?

A. Yes, and I know of my own personal knowledge that they will not be here to testify in these proceedings. They know the facts as I have given them to you.

CHRISTINE C. TUEL

By Edward Turner, Examiner:

Q. Mrs. Tuel, are you a resident of Queen Anne's County?

A. Yes, my address is Queenstown, Maryland.

Q. Is there any litigation at present between you and any other party in these proceedings?

A. No, there is not.

By F. Clifford Hane:

Q. What is your full name and address?

A. Christine C. Tuel, Queenstown, Maryland.

Q. You have heard your sister, Mary E. Morris testify before you, have you not?

A. Yes.

Q. And you are one of the Administratrices of the Estate of your mother, the late Nellie M. Koch, is that correct?

A. Yes.

Q. In all respects, do you confirm the testimony herein given by your sister, Mary E. Morris.

- A. Yes, I do.
- Q. Is there anything that you wish to add to this testimony that may throw any further light on this proceeding?
- A. No.
- Q. Of your own personal knowledge, do you know that your remaining brother and sisters agree with this proceeding, and that the property should be sold and the proceeds distributed under the jurisdiction of this Court?
- A. Yes, they are all agreeable because we have discussed this thing from time to time since mother's death.
- Q. And you have nothing further to add at this time?
- A. No, I do not.

*Filed Nov. 17, 1968*

4  
3/1  
Complement Exhibit No. 1 - Filed 10/24/68

# Petition for Letters of Administration

To the Honorable, the Judges of the Orphans' Court of Queen Anne's County:

In the Matter of the Settlement of the Estate of NELLIE M. KOCH  
..... late of Queen Anne's County, deceased.

The petition of Mary E. Morris & Christine C. Tuel respectfully showeth that Nellie M. Koch a resident of Queen Anne's County, State of Maryland, departed this life at her home in said County, on Thursday, the 20th day of July, A.D., 1967, between 6:00 and 9:00 P.M. at ..... o'clock ..... M, leaving no last will and testament that has come to the knowledge or possession of your petitioner; that said decedent left surviving her the following heirs-at-law, viz:

(Note—Here name, all heirs of deceased, their ages and places of residence)

- Nellie L. Fox, daughter, 191 St. Charles Street, Florissant, Missouri (adult
- Dolores A. Harrell, daughter, Box 431, Lake City, Tennessee ( "
- Edmund George Leslie, son, Box 511, Denton, Maryland ( "
- Mary E. Morris, daughter, Box 135, Queenstown, Maryland ( "
- Christine C. Tuel, daughter, Box 145, Queenstown, Maryland ( "

Therefore your petitioners respectfully apply for Letters of Administration upon the personal estate of said deceased.

Mrs. Mary E. Morris  
Mrs. Christine C. Tuel

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

I hereby certify that on this 19th day of September in the year nineteen hundred and sixty-seven, before the subscriber, the Register of Wills of Queen Anne's County, personally appeared Mary E. Morris and Christine C. Tuel, the petitioner named in the above application, and made oath in due form of law that the matters and things stated in the foregoing application are true to the best of their knowledge and belief.

[Signature]  
Register of Wills for Queen Anne's County

FORM 4A

In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Petition for Letters of Administration in the estate  
of NELLIE M. KOCH, late of Queen Anne's County, deceased,

as filed and passed in this office on September 19, 1967

and recorded in Liber D.E.C. No. 1 Folio \_\_\_\_\_

in Record Book of ESTATE PROCEEDINGS

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 11<sup>th</sup>  
day of September 19 68.

Bing L. Coppage  
Register of Wills for Queen Anne's County, Maryland  
Chief Judge of the Orphans' Court

*Filed Nov. 12, 1968*

Complains in the Exhibit No. 2. - Filed 10/24/68

4



# The State of Maryland,

Queen Anne's County, Sct:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that *LETTERS OF ADMINISTRATION* of all the goods, chattels, credits and personal estate of \_\_\_\_\_

\_\_\_\_\_, late of Queen Anne's County, deceased, were on the 19th day of September in the year of our Lord one thousand nine hundred and sixty -seven granted and committed unto Mary E. Morris and Christine T. Tuel

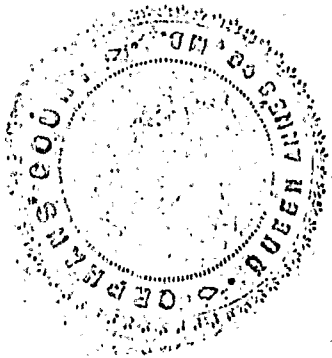
who were then and there appointed ADMINISTRATRICES of the said deceased, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 19<sup>th</sup> day of September in the year of our Lord, nineteen hundred and sixty -seven.

Test:

Register of Wills for Queen Anne's County



Form 30

Filed Oct 12. 1968

LIBER

5 PAGE 271

5

Complained to Exhibit No. 3: Filed 1/14/68  
LIBER 5 PAGE 272

ESTATE OF NELLIE M. KOCH DECEASED. DATE OF LETTERS September 19, 1967

WHEN PASSED	NAMES OF THE CREDITORS	CHARACTER OF THE CLAIMS	INTEREST DUE FROM	AMOUNT OF CLAIM
Sept. 19	Cooper Furniture Co.	Account		287 80
Sept. 19	The Memorial Hospital	Account		640 50
November 7	Thurston Harrison	Account		78 00
Nov. 1968	Lane Funeral Home	Funeral Expenses	Passed as pref. Claim to extent of \$100.	955 90
Jan. 30	Queenstown Bank of Maryland	Note	9/4/67	1,500 00
Feb. 20	Eastern Shore Sign Co. Inc.	Account		139 50
				3201 70

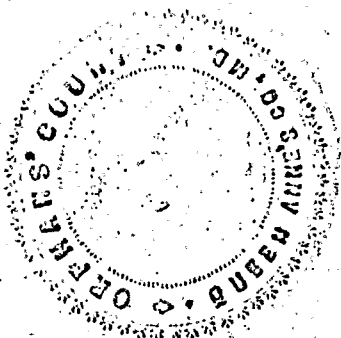


In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Claims passed by Court in the estate of NELLIE M.  
KOCH, late of Queen Anne's County, deceased,

as filed and passed in this office on September 19, 1967, November 7, 14, 1967 January  
30, 1968, and February 20, 1968.  
and recorded in Liber N.S.D. No. 1 Folio 556  
in Record Book of CLAIMS DOCKET

in the Orphans' Court for Queen Anne's County, Maryland.



Filed Nov. 12. 1968

IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 11th  
day of September 19 68.

Berj. P. Coppard  
Register of Wills for Queen Anne's County, Maryland  
Chief Judge of the Orphans' Court

#39.021

LIBER

5 PAGE 274

LIBER

34 PAGE 227

Complaint Exhibit No. 4  
Filed - 10/24/68

RECEIVED FOR RECORD May 1, 1957



THIS DEED, made this 29<sup>th</sup> day of April, 1957, by and between SAMUEL E. W. FRIEL, JR. and JAMES R. FRIEL, co-partners, trading as S. E. W. FRIEL, and SAMUEL E. W. FRIEL, JR. and MARGERY H. FRIEL, his wife, and JAMES R. FRIEL and MARY PARKS FRIEL, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and CHARLES O. KOCH and NELLIE M. KOCH, his wife, of Caroline County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Samuel E. W. Friel, Jr. and James R. Friel, co-partners, trading as S. E. W. Friel, and Samuel E. W. Friel, Jr. and Margery H. Friel, his wife, and James R. Friel and Mary Parks Friel, his wife, do hereby grant and convey unto the said Charles O. Koch and Nellie M. Koch, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, near the village of Queenstown, on the southwest side of a street or road known as Melvin Avenue (formerly known as Kinnamon Avenue), which said lot hereby conveyed is bounded on the southeast by a forty-foot wide reserved area of land belonging to the grantors, and bounded on the southwest by other land of the grantors, and bounded on the northwest also by other land of the grantors herein, and bounded on the northeast by said Melvin Avenue, 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 engineers and surveyors, dated April 27, 1957, and to be recorded simultaneously with this instrument, as follows, to wit: Beginning for the same at a concrete monument set on the westerly side of a 40 foot wide road known as Melvin Avenue and on a new division line between the herein described lands and other lands of S. E. W. Friel; said monument being, North 52 degrees 59 minutes West, 46.02 feet from the intersection of the westerly side of the aforementioned Melvin Avenue and the northerly right-of-way line of a 200 foot wide through highway known as U. S. Route #71; and running, thence, parallel to and 40 feet from the northerly right-of-way line of the above mentioned U. S. Route #71 and with said new division line, South 66 degrees 39 minutes West, 200.96 feet to a concrete monument; thence, by and with said new division line, the two following courses and distances: North 52 degrees 59 minutes West, 235.25 feet to a concrete monument and North 40 degrees 28 minutes East, 175 feet to a concrete monument set on the westerly side of the above mentioned Melvin Avenue; thence, by and with the westerly side of Melvin Avenue, South 52 degrees 59 minutes East, 324.08 feet to the place of beginning; containing in all 1.122 acres of land, more or less;

BEING a part of the land as described in a Deed from Daniel C. Aker and George J. Steinfeld, co-executors, to S. E. W. Friel and James R. Friel, co-partnership, trading as S. E. W. Friel, dated March 19, 1953, and recorded, in Liber T. S. P. No. 9, folio 471, 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 above land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Charles O. Koch and Nellie M. Koch, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple; SUBJECT, HOWEVER, to the following restrictions, covenants and conditions:

1. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract, shall at any time be used as a residence, temporarily or permanently; nor shall any residence of a temporary character be permitted.
2. Plans and specifications showing the nature, kind, shape, materials to be used, height and location on the plot of any buildings, and roadways on the plot leading to said contemplated buildings, shall be submitted and approved in writing by Samuel E. W. Friel, Jr. and James R. Friel, trading as S. E. W. Friel, their heirs and assigns, and a copy thereof, as finally approved, lodged permanently with said S. E. W. Friel.
3. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by said S. E. W. Friel, co-partners, their respective legal representatives, heirs, successors and assigns, and failure by S. E. W. Friel to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

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

WITNESS the hands and seals of said Grantors:

TEST: (as to Grantors)

Bellie Thomas  
Bellie Thomas  
Bellie Thomas  
Bellie Thomas  
Bellie Thomas  
Bellie Thomas

Samuel E. W. Friel, Jr. (SEAL)  
 Samuel E. W. Friel, Jr.  
James R. Friel (SEAL)  
 James R. Friel, co-partners trading  
 as S. E. W. Friel  
Samuel E. W. Friel, Jr. (SEAL)  
 Samuel E. W. Friel, Jr.  
Margery H. Friel (SEAL)  
 Margery H. Friel  
James R. Friel (SEAL)  
 James R. Friel  
Mary Parks Friel (SEAL)  
 Mary Parks Friel.

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

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of April, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Samuel E. W. Friel, Jr., James R. Friel, individually and as co-partners, Margory H. Friel and Mary Parks Friel, and they acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and notarial seal.



*Belbin Thomas*

Notary Public  
My commission expires May 6, 1957.

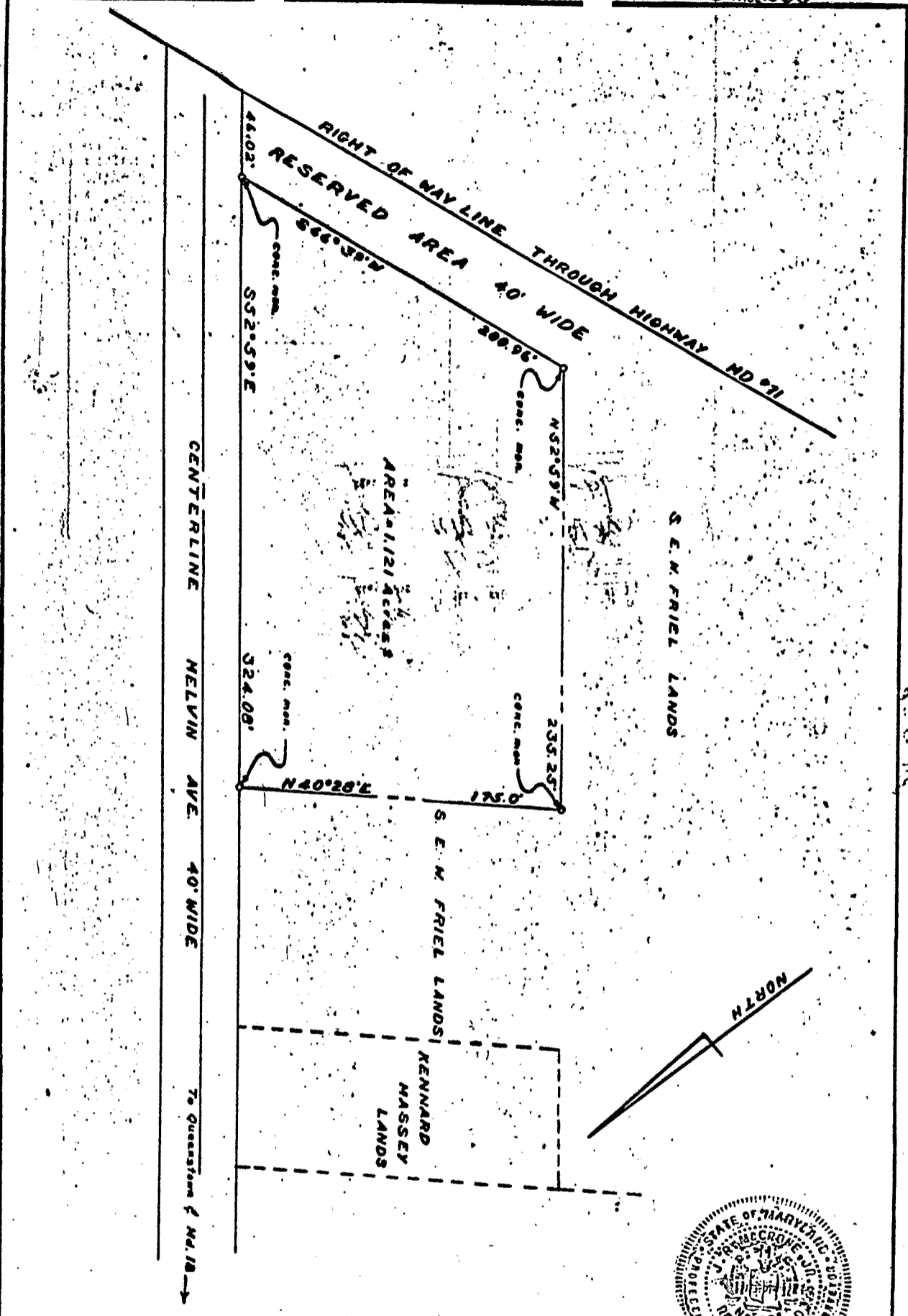


EXHIBITIVE  
MAY 1957  
40 MIDE

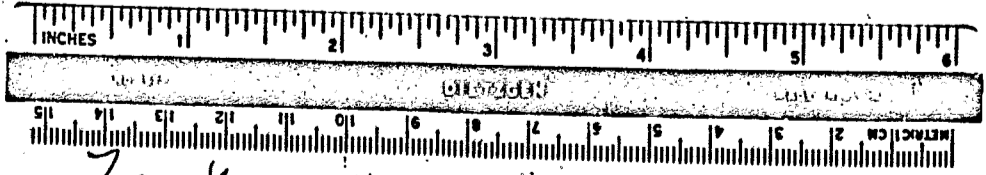
REWARD  
JANUARY  
1957

J. R. McCracken, Inc.  
Notary Public  
Annapolis, Md.





Scale... 1"=60'	PLAT OF A LOT	<b>J. R. McCrone, Inc.</b> Registered Professional Engineers and Surveyors Annapolis, Md.
Date 4/27/57	IN QUEENSTOWN SINGLE DIST QUEEN ANNE CO. MD	
	FOR CHARLES D. KOCH	



Filed Nov 12 1968

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 Complainants, as follows, to wit:

Edward Turner, Examiner - - - - \$10.00

Mrs. F. Clifford Hane, Stenographer - - \$10.00

AND I do further certify that said depositions were commenced at 1:00 o'clock P. M. and were completed at 2:00 P. M., or a period of ONE (1) HOUR.

Respectfully submitted:

Edward Turner  
Edward Turner, Examiner

*Filed Nov. 12. 1968*

1  
MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices, et al.

vs.

EDMUND GEORGE LESLIE,  
et ux., et al.

\* IN THE  
\*  
\* CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* In Equity - No. 4976

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered, and it appears to the Court that Nellie M. Koch, widow, died leaving real estate in possession, but not leaving personal estate sufficient to pay her debts and the costs of the administration of her estate;

IT IS THEREUPON on this the 18<sup>th</sup> day of November, 1968, 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 Nellie M. Koch, Widow, deceased; and that F. Clifford Hane, Esq. be and he is hereby appointed Trustee, to make sale thereof, but before he shall make the Judicial Sale, either at private sale or at public sale, he shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of \$ 30,000.<sup>00</sup>, and with such surety as shall be approved pursuant to Maryland Rules of Procedure H-2, conditioned on the faithful performance and execution of the trust reposed in him; that if he shall make private sale, he shall comply with Maryland Rules of Procedure BR3c; that if he shall make public sale, he shall give notice by advertisement of the time, place and terms of the sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three successive weeks, the first such publication to be not less than 15 days prior to the sale and the last such publication to be not more than one week prior to the sale, and shall describe the property to be sold to such extent as to make it readily recognizable; that the terms of the sale shall be determined by the Trustee;

that said Trustee shall further comply with Maryland Rules of Procedure BR6a and BR6b3; 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 claims of the parties to this cause, and all creditors of the said Nellie M. Koch, 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 these proceedings and such commissions to said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

B. Harbett Turner Jr.  
Judge.

*Filed Nov. 18, 1968*



8

Maryland

LIBER 1 PAGE 330

RECEIVED FOR RECORD August 7, 1969

BOND OF TRUSTEE FOR SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 6009544

That we, E. Clifford Hane, as Principal, and the WESTERN SURETY COMPANY, a corporation duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty Thousand and No/100ths (\$30,000) DOLLARS, current money, 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, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st day of November, 1968.

WHEREAS, the above bounden Principal(s) by virtue of a decree of the Honorable the Judges of the Orphans' Court of Queen Anne's County, has been appointed trustee(s) to sell Blue Star Makers & Kit in Queen Anne, Md

mentioned in the proceedings in the case of Mary E. Morris et al vs. Edmund George Leslie et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal(s) do and shall well and faithfully perform and 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

Catherine E. Moore

E. Clifford Hane (SEAL) Principal

Principal (SEAL)

Countersigned By W.M. Brewster Maryland Resident Agent

WESTERN SURETY COMPANY By Russell R. Smith, Assistant



1231-1-67

Trustee approved and Bond filed Aug 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 330, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I here-  
unto subscribe my name and  
and affix the Seal of the  
Circuit Court for Queen Anne's  
County, this 7th day of August in  
the year nineteen hundred and  
sixty-nine.

Charles W. Cecil  
Clerk

9

MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, et al.

\* IN THE CIRCUIT COURT  
\*  
\* FOR QUEEN ANNE'S COUNTY  
\*

vs.

\* In Equity

EDMUND GEORGE LESLIE,  
et ux., et al.

\* No. 4976

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of F. Clifford Hane, Trustee, appointed by the decree in the above entitled cause to make sale of the real property in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved; and having given notice of the time, place, manner and terms of 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, said Trustee, F. Clifford Hane did, pursuant to said notice, on Wednesday, the 3rd day of September, 1969, at 1:30 P.M. attend on the premises and then and there sold:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, near the Village of Queenstown, on the southwest side of a street or road known as Melvin Avenue (formerly known as Kinnamon Avenue), which said lot is bounded on the southeast by a forty foot wide reserved area of land belonging to S.E.W.Friel, et al., and bounded on the southwest by other land of S.E.W.Friel, et al., and bounded on the northwest also by other land of S.E.W.Friel, et al., and bounded on the northeast by said Melvin Avenue, 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 engineers and surveyors, dated April 27, 1957, and to be recorded simultaneously with this instrument, as follows, to wit:

BEGINNING for the same at a concrete monument set on the westerly side of a 40 foot wide road known as Melvin Avenue and on a new division line between the herein described lands and other lands of S. E. W. Friel, said monument being North 52 degrees 59 minutes West 46.02 feet from the intersection of the westerly side of the aforementioned Melvin Avenue and the northerly right of way line of a 200 foot wide through highway known as U. S. Route No. 71; and running thence parallel to and 40 feet from the northerly right of way line of the above mentioned U. S. Route No. 71, and with said new division line, South 66 degrees 39 minutes West 200.96 feet to a concrete monument; thence by and with said new division line the two following courses and distances: North 52 degrees 59 minutes West 235.25 feet to a concrete monument, and North 40 degrees 28 minutes East 175 feet to a concrete monument set on the westerly side of the above mentioned Melvin Avenue; thence by and with the westerly side of Melvin Avenue South 52 degrees 59 minutes East 324.08 feet to the place of beginning; containing in all 1.121 acres of land, more or less. See Plat recorded as aforesaid in Liber T.S.P. 34, folio 230.

BEING in all respects the same land conveyed to Charles O. Koch and Nellie M. Koch, his wife, as tenants by the entireties, by deed dated April 29, 1957, and recorded among the Land Records aforesaid in Liber T.S.P. 34, folio 227; the said Charles O. Koch having predeceased the said Nellie M. Koch, who died on July 20, 1967.

IMPROVED by a seven unit motel with living quarters.

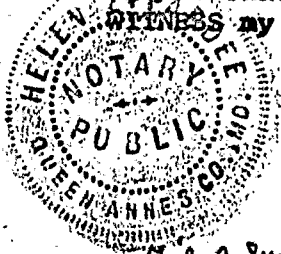
All of said property was sold as an entity to Lester C. Leonard, Jr., 1643 Connecticut Avenue, Washington 9, D. C., for the sum of \$13,200.00, he having offered the greatest price therefor.

*F. Clifford Hane*

F. Clifford Hane, Trustee

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

I HEREBY CERTIFY that on this 9<sup>th</sup> day of September, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Trustee, who made oath in due form of law that facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.



*Helen E. Pardee*

Notary Public

My Commission expires July 1, 1970.

Filed Sept 9, 1969 -2-

10

ORDER NISI ON SALE

Mary E. Morris and Christine C. Tuel,  
Administratrices of the Estate of  
Nellie M. Koch, deceased, et al.

vs.

Edmund George Leslie, et ux., et al.

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

Cause No. 4976

ORDERED, this 9th day of September, 1969, that  
the sale of the real property, made and reported in this cause by  
F. Clifford Hane, Trustee, be ratified and confirmed,  
on or after the 10th day of October, 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 suc-  
cessive weeks before the 3rd day of October, 1969.

The report states the amount of sales to be \$ 13,200.00

*Charles W. Cecil* Clerk

Filed September 9, 1969

MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, et al.

vs.

EDMUND GEORGE LESLIE,  
et ux., et al.

\* IN THE  
\* CIRCUIT COURT  
\*  
\* FOR QUEEN ANNE'S COUNTY  
\*  
\* In Equity No. 4976

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 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 was rendered.

*Joe Jackson*  
Auctioneer.



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MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, et al.

vs.

EDMUND GEORGE LESLIE,  
et ux., et al.

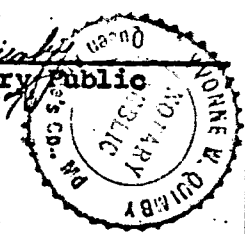
\* IN THE CIRCUIT COURT  
\*  
\* FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\* In Equity  
\*  
\* No. 4976

PURCHASER'S AFFIDAVIT

*State of Maryland*  
~~DISTRICT OF COLUMBIA~~ \*  
*County of Queen Anne's* \* To wit:  
~~CITY OF WASHINGTON~~ \*

I HEREBY CERTIFY that on this 24<sup>th</sup> day of September, 1969, before me, the subscriber, a Notary Public for the District of Columbia, in and for the City of Washington aforesaid, personally appeared LESTER C. LEONARD, Jr., purchaser at the Trustee's Sale mentioned in this cause, and he made oath in due form of law that he individually purchased the real estate mentioned therein, and that he is not an agent for a principal or others, and that he has not directly or indirectly discouraged anyone from bidding for the said property which is located near U. S. Route 301, Queenstown, Maryland, mentioned in the Report of Sale.

*[Signature]*  
Purchaser.

*George W. Zivak*  
Notary Public  
*Com. expires 7-1-70*  


*Filed Sept 24, 1969*

13/  
MARY E. MORRIS and  
CHRISTINE C. TUEL,  
Administratrices of the  
Estate of Nellie M. Koch,  
deceased, et al.

vs.

EDMUND GEORGE LESLIE,  
et ux., et al.

\* IN THE  
\* CIRCUIT COURT

\* FOR QUEEN ANNE'S COUNTY

\* In Equity No. 4976  
\*

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 14th day of October, 1969, that the sale made and reported by F. Clifford Hane, Trustee as herein set forth, 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 F. Clifford Hane, Trustee 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 Oct 14, 1969



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this ninth day of October, in the year nineteen hundred and sixty-eight, the following Bill for Sale of Real Estate in Lieu of Partition was brought to be recorded, to wit:-

MARY C. KELLAM :  
and : IN THE  
JOHN EDWIN KELLAM, her husband :  
3403 Elmley Avenue :  
Baltimore, Maryland 21213 : CIRCUIT COURT FOR  
Plaintiffs :  
vs : QUEEN ANNE'S COUNTY  
MERLIE JOHNSON :  
517 Rossiter Avenue : IN EQUITY  
Baltimore, Maryland 21212 : CHANCERY NO. 4989  
Defendant :

: : : : : : : : : : : : : : :

BILL FOR SALE OF REAL ESTATE  
IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Mary C. Kellam and John Edwin Kellam, her husband,  
Plaintiffs, by Vachel A. Downes, Jr., and Z. Townsend Parks, Jr.,  
their attorneys, allege:

1. That William H. Johnson, a resident of Baltimore City,  
was, during his lifetime, seized and possessed, in fee simple, of  
three certain lots of ground lying in Queen Anne's County and described  
as follows:

BEGINNING for the first at a point in the center of the  
Public Road from Winchester to Perry's Corner near a chestnut tree  
marked with three notches, and running thence south eighty-six and  
one-half degrees East one hundred and fourteen perches with the line  
dividing the tract herein described from the tract known as the Tilghman  
tract and to a stake, thence north twenty-two and one-half degrees  
West, twenty-one and two-tenths perches to a stake; thence north  
eighty-six and one-half degrees West one hundred and fourteen perches  
to the center of the said County Road; thence with the center of said  
road south twenty-two and one-half degrees East twenty-one and two-  
tenths perches to the beginning. Containing fifteen acres of land  
by actual survey and being unimproved.

BEING the same lot of ground which by Deed, dated December 26,  
1907, and recorded among the Land Records of Queen Anne's County in  
Liber S.S. No. 4, folio 259, was granted and conveyed by John H.  
Shannahan and wife unto the said William H. Johnson, said Deed being  
filed herewith and marked Exhibit No. A.

BEGINNING for the second at a stone on the east side of a  
county road leading from Perry's Corner to Grasonville, at letter C  
on the plot of the whole tract; and running north twenty-two and one-

half degrees west, twelve and one-half perches to a stake; then running south eighty-six and one-fourth degrees east; twenty-six and one-half perches to a stake, thence south twenty-two and one-half degrees west, twelve and one-half perches to a stake, then north eighty-six and one-fourth degrees west twenty-six and one-half perches to the beginning. Containing two acres of land more or less and being unimproved and contiguous to the first herein described parcel of land.

BEING the same lot of ground, which by Deed dated May 9, 1925, and recorded among the Land Records of Queen Anne's County in Liber B. H.T. No. 3, folio 645, was granted and conveyed by Zell Pratt unto the said William H. Johnson, said Deed being filed herewith and marked Exhibit No. B.

BEGINNING for the third thereof and being all that lot or parcel of land situated in Winchester, Queen Anne's County, Maryland, and more particularly described by the following bounds:- On the North by the land of H. B. Ford, on the East by the land of E. Henry Carvington, on the South by the land of J. Hanson Edenfield and Ida Edenfield, his wife, on the West by the Public road leading through Winchester onward to Kent Island, and being improved by a dwelling and outbuilding.

BEING the same lot of ground which by Deed dated July 16, 1894, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 1, folio 384, was granted and conveyed by Charles O. Coursey and wife unto William H. Johnson, said Deed being filed herewith and marked Exhibit No. C.

2. That the said William H. Johnson did depart this life on or about February 17, 1942, a widower, intestate, leaving surviving him two sons and two daughters in whom his interest in said lots of ground descended, viz:

(a) William Wall Johnson, a son, who departed this life, a resident of Baltimore City, on or about November 1, 1960, intestate, unmarried, and without issue.

(b) Blanche N. Johnson, a daughter, who departed this life, a resident of Baltimore City, on or about December 10, 1964, intestate, unmarried, and without issue.

(c) Louis Hursey Johnson, a son, who departed this life, a resident of Baltimore City, on or about November 28, 1967, intestate and without issue, but was survived by his widow, Merlie Johnson, the defendant herein, who is sui juris.

(d) Mary C. Kellam, a daughter, who is married to John Edwin Kellam, who are the Plaintiffs herein, both of whom are sui juris,

3. That the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interest therein as above stated, and that in order to make a division of said interests it will be necessary that the said real estate be sold and the proceeds divided among the parties according to their several interests.

4. That no administration has been had on the estates of the said William Wall Johnson and Blanche N. Johnson who both died within the past twelve years, and therefore, no notice to creditors has been given on their estates.

TO THE END, THEREFORE:

A. That a decree may be passed for the sale of said real estate.

B. That the trustee or trustees so appointed to make said sale be authorized to give ninety days' notice to creditors on the estate of the said William Wall Johnson and Blanche N. Johnson in accordance with the provisions of Section 124 of Article 93 of the Code of Public General Laws of the State of Maryland.

C. That the proceeds of said sale may be distributed between your orators and the said Merlie Johnson according to their respective rights and interests.

D. That your orators may have such other and further relief as their case may require.

Mary C. Kellam  
MARY C. KELLAM

John Edwin Kellam  
JOHN EDWIN KELLAM

Vachel A. Downes, Jr.  
VACHEL A. DOWNES, JR.  
Lawyers Row 758-0680  
Centreville, Md. 21617

Townsend Parks, Jr.  
TOWNSEND PARKS, JR.  
2101 One Charles Center 685-5045  
Baltimore, Md. 21201  
ATTORNEYS FOR PLAINTIFFS

Filed Oct 9, 1968

21  
This deed made this Twenty Six day of December in the year of our Lord Nineteen Hundred and Seven by John H. Strammahan and Mary R. Strammahan his Wife of Caroline County, State of Maryland.

Witnesseth that for and in consideration of the sum of Three Hundred Dollars the said John H. Strammahan and Mary R. Strammahan his Wife do hereby grant and convey unto Wm. H. Johnson in fee simple all that lot or parcel of land situated lying and being in the village of Winchester, Queen Anne's County aforesaid which is more particularly described by the following metes and bounds to wit:

Beginning at a point in the centre of the Public Road from Winchester to Perry's Corner near a chestnut tree marked with three notches and running thence south eighty six and one-half degrees East one Hundred and fourteen perches with the line dividing the tract herein described from the tract known as the Tilghman tract and to a stake thence north twenty two and one-half degrees West, twenty one and two-tenths

perches to a stake; thence north, Eighty six and one-half degrees West one hundred and fourteen perches to the centre of the said County Road; thence with the centre of said road south twenty-two and one-half degrees East twenty-one and two tenths perches to the Beginning containing fifteen acres of land by actual survey; being the same tract of land which was conveyed to John H. Stramahan by Alexander L. Beth dated February the twenty-fourth Nineteen Hundred and Three and Recorded in Liber J. G. S. No. 4 Folio 464 one of the Land Record Books of Queen Anne's County.

Together with the improvements thereon and the rights, ways, and privileges thereto belonging or in anywise appertaining or belonging. And the said John H. Stramahan and Mary R. Stramahan his wife covenant that they will warrant specially and generally the title to the property hereby conveyed and that they will execute such further assurances of title as may be requisite. Witness our hands and seals the day and date above written.

His

John H. Stramahan 

mark

Mary R. Stramahan 

Test  
J. E. Morgan

State of Maryland Queen Anne County to wit  
I hereby certify that on this Tenth day  
of December in the year nineteen  
hundred and seven before the Subscriber  
a Justice of the Peace of the State of  
Maryland, in and for Queen Anne County  
aforesaid, personally appeared John H.  
Strammahan and Mary R. Strammahan  
his wife and did each acknowledge  
the foregoing deed to be their respective  
act.

J. E. Morgan Justice of Peace

Filed Oct 9, 1968

B  
3/

This Deed made this Ninth day  
May in the year Nineteen Hundred  
and Twenty-five by Zell Pratt,  
(unmarried) of Queen Anne's  
County, Maryland.

Witnesseth, that in consideration  
of sum of Twenty Dollars the  
receipt of which is hereby ack-  
nowledged, the said Zell Pratt  
doth hereby grant and convey  
unto Wm. H. Johnson of Balti-  
more City, his heir and assigns,  
in fee-simple, all that lot or  
parcel of land, situate lying  
and being near the town of  
Grasonville, in Queen Anne's  
County, and described as follows,  
that is to say:

Beginning for the same at a  
stone on the east of County road  
leading from Perry's Corner to  
Grasonville, at letter C on the  
plot of the whole tract; and  
running north twenty two  
and one half degrees west twelve  
and one half perches to a stake,  
then running south eighty-six

and one fourth degree east,  
twenty six and one half perches  
to a stake, then south twenty-two  
and one half degrees west, twelve  
and one half perches to a stake.  
then north eighty six and one  
fourth degrees west, twenty six and  
one half perches to the beginning  
containing two acres of land  
more or less.

Being the same property des-  
cribed in a deed from Alexander  
L. Seth to Zell Pratt and record-  
ed in Liber S.S. No. 2, Folio 171, one  
of the land record books of  
Queen Anne's Co.

Together with the improvements  
there on, and all rights, ways,  
waters and privileges and appur-  
tenances to the same belonging  
or in anywise appertaining.

And the said Zell Pratt hereby  
covenant that he will warrant  
specially the property hereby  
granted and conveyed, and that  
he will execute such further  
assurances of title as may be  
requisite.

Witness the hand and  
seal of said grantor.

Zell Pratt Seal

Test: - Cha<sup>s</sup> O'Conroy



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

I hereby certify, that on this  
Ninth day of May in the year  
Nineteen Hundred and Twenty-  
five; before me, the subscriber  
a Justice of the Peace of the State  
of Maryland in and for Queen  
Anne's County aforesaid  
personally appeared Zell Pratt  
and acknowledged the aforesaid  
Deed to be his act.

Chas. C. Coursey, Jr.

Filed 029, 1968

This deed

made this sixteenth day of July  
in the year of our Lord Eighteen Hundred  
and Eighty Four by and between Chas. O. Coursey  
and Alice V. Coursey his wife of Winchester  
Lucas County Maryland, witnesses,  
that in consideration of the sum of Two  
Hundred Dollars, we the said Chas. O.  
Coursey and Alice V. Coursey his wife  
do hereby bargain, sell and convey unto  
Wm H. Johnson of Winchester Lucas County  
Maryland, all that lot or parcel  
of land situated in Winchester Lucas County  
Maryland, and more particularly  
described by the following bounds: On  
the North by the land of H. B. Ford. On  
the East by the land of E. Henry Carlington.  
On the South by the land of J. Hanson Edenfield  
and Ida Edenfield his wife. On the West  
by the Public road leading through Winchester  
toward to Kent Island, in fee simple.

Said lot or parcel of land contains, more  
and more, or less.

We do hereby bind ourselves our heirs and  
assigns to warrant generally and specially  
the title to the land hereby conveyed

Witness our hands and seals  
John W Kerr

Chas. O. Coursey  
Alice V Coursey

Winchester Green Anne County Ind. to wit:  
I hereby certify that on this  
sixteenth day of July in the year of our  
Lord Eighteen Hundred and Ninety Four  
before me the subscriber a Justice of the Peace  
of the State of Ind. and for L. A. Co. personally  
appeared Chas. O. Courcy and Alice V. Courcy  
his wife and did each acknowledge the  
aforegoing deed to be their respective act.

John W. Kerr J. P.

Filed Oct 9, 1968

51

MARY C. KELLAM  
JOHN CHESTER KELLAM,  
her husband

vs

MERLIE JOHNSON

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

: : : : : : : : :

ANSWER

Now comes the Defendant, Merlie Johnson, by Gerald Kerr, her attorney, and in answer to the Bill of Complaint filed herein says:

That she admits all of the allegations contained therein and consents to the passage of a decree by this Honorable Court appointing a Trustee to make sale of the fee simple property therein described.

Merlie Johnson  
Merlie Johnson, Defendant

Gerald Kerr  
Gerald Kerr  
2101 One Charles Center  
Baltimore, Md. 21201  
685-0156  
Attorney for Defendant

I HEREBY CERTIFY that on this 9<sup>th</sup> day of October, 1968 I have mailed a copy of the within Answer to Vachel Downes, Esquire, Attorney for Plaintiffs.

Gerald Kerr  
Attorney for Defendant

Filed Oct 9, 1968

6

MARY C. KELLAM, ET. AL.

IN THE CIRCUIT COURT

VS.

FOR

QUEEN ANNE'S COUNTY

MERLIE JOHNSON

IN EQUITY

NO. 4989

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners of this Honorable Court, having been notified by Z. Townsend Parks, Jr., and Vachel A. Downes, Jr., attorneys for the Complainants, of their desire to take testimony in this cause, did meet at the office of Vachel A. Downes, Jr., 115 Lawyers Row, Centreville, Maryland, on Monday, the 11th day of November, 1968, at 10:30 o'clock, a.m., for the purpose of taking testimony; and your examiner does certify that the examination was conducted in his presence, that he did not find it necessary to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings, and your examiner did then and there after administering the oath to the witnesses and to the stenographer, proceed to take the following testimony, to wit:

*Edwards Turner*  
EXAMINER

*Filed Nov 22, 1968*

The first witness being called does depose and say:

Q. Please state your name and address.

A. Merlie E. Johnson, 517 Rosseter Avenue, Baltimore, Maryland, 21212.

Q. What was your husband's name?

A. Lewis H. Johnson

Q. Is your husband dead?

A. Yes.

Q. When did he die?

A. On November 28, 1967.

Q. Did he have a will?

A. No, I am his sole survivor.

Q. Did you and your husband have any children?

A. No. We had a child who died at death.

Q. What was your husband's father's name?

A. William Harry Johnson.

Q. And William Harry Johnson died on February 17, 1942?

A. Yes.

Q. At the time of his death, he was survived by a son, William Wall Johnson?

A. Yes.

Q. He died on November 1, 1960?

A. Yes.

Q. Was he married?

A. He was divorced.

Q. Were any children born of the marriage?

A. No.

Q. At the time of William Harry Johnson's death, did he have a daughter, Blanche N. Johnson, still living?

A. Yes.

Q. Was she ever married?

A. No.

Q. When did she die?

A. On December 10, 1964.

Q. The fourth child was Mary C. Kellam?

A. Yes.

Q. She is the only living daughter of William Harry Johnson?

A. Yes.

Q. Among the effects of William Harry Johnson, did you find some notices signed by his wife, Adeline Elizabeth Johnson, his second wife?

A. Yes.

Q. His first wife had predeceased Mr. Johnson?

A. Yes.

Q. I hand you a paper and ask you if you found this among the papers of your father-in-law?

A. I did.

Enter here Examiner's Exhibit No. 1

Q. Can you recognize it as Mrs. Johnson's handwriting?

A. Yes.

Q. And this is another paper dated February 10, 1932, signed by Adeline Elizabeth Johnson. Do you recognize this?

A. Yes.

Mr. Examiner: I submit herewith this paper in evidence.

Please mark as Examiner's Exhibit No. 2

Q. Now, at the time of Mr. William Harry Johnson's death, he owned a house in Grasonville and the adjoining unimproved lot?

A. Yes.

Q. And he owned in addition woodland on the Perry Corner road which contained approximately 17 acres?

A. Yes.

Q. And it is your desire that these properties be sold and the money divided among the parties hereto?

A. Yes.

Q. And the properties are not susceptible of partition without material loss or injury to the parties?

A. No.

The second witness being called, does depose and say:

- Q. Please state your name and address.
- A. Mrs. Mary C. Kellam, 3403 Elmley Avenue, Baltimore, Maryland, 21213.
- Q. Now, you are the daughter of William Harry Johnson?
- A. Yes.
- Q. And your father died on February 17, 1942?
- A. Yes.
- Q. At the time of his death he was a widower?
- A. Yes.
- Q. He left no will?
- A. No.
- Q. At that time he was survived by two sons and two daughters. You are one of them?
- A. Yes.
- Q. His sons' name was William Wall Johnson?
- A. Yes.
- Q. Your brother, William Wall Johnson, died on November 1, 1960?
- A. Yes.
- Q. Was he ever married?
- A. No.
- Q. And as far as you know, did he leave a will?
- A. No.
- Q. Now you had a sister, Blanche N. Johnson and she died December 10, 1964?
- A. Yes.
- Q. Your sister, Blanche, did not have a will?
- A. No she did not.
- Q. At the time of her death, had she ever been married?
- A. No.
- Q. You had a brother, Louis Hursey Johnson, who was the husband of Merlie Johnson?
- A. Yes.
- Q. He died on November 28, 1967?
- A. Yes.



Q. Did he ever have any children?

A. No living children. There was a child born, but it died at birth.

Q. As far as you know, did he die without a will?

A. Yes.

Q. Mrs. Kellam, are you presently married?

A. Yes.

Q. And your husband is John Edwin Kellam?

A. Yes.

Q. It is your desire also that this real estate be sold and the money be divided?

A. Yes.

Q. Is this property susceptible of partition without material loss or injury to the parties?

A. No.

Q. At the time of your father's death he owned, I understand, real estate in Grasonville and an adjoining unimproved lot?

A. Yes.

Q. In addition to that property, he also owned approximately 17 acres of woodland at Perry's Corner?

A. Yes.

Q. And that is all the real estate that your father owned at his death?

A. Yes.

Q. Since his death, nothing has been done to this property?

A. That is correct.

Mr. Parks directed the following questions to the first witness, Mrs. Johnson:

Q. Mrs. Johnson, can you describe the house in Grasonville?

A. It is a three story old cottage, frame, shingled, nice front porch, six nice rooms, unfinished attic, closed in back porch, no bath, kitchen, coal burner in one of the rooms, electricity. We used the house for vacations mostly.

Q. Mrs. Johnson, who has paid the taxes on this property?

A. My husband.

Q. Your husband also paid the insurance?

A. Yes.

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 Complaint, as follows, to wit:

Edward Turner, Examiner	\$10.00
Judith C. Conley, Stenographer	\$15.00

And the examiner does further certify that the testimony was commenced at 10:30 o'clock, a.m. and concluded at 11:15 o'clock, a.m., on the same date for a period of 45 minutes.

*Edward Turner*  
EXAMINER

Filed Nov 22, 1968

Geasonville Md. Sep. 10<sup>th</sup> 1932  
Recd of W. H. Johnson, <sup>the</sup> sum of Fifteen  
hundred dollars \$1500.00 as payment  
in full on mortgage held by me due  
the year 1935.

Examiner's Exhibit #1

Mrs A. E. Johnson

Filed Nov 22, 1968

*[Faint handwritten text, likely a duplicate or continuation of the previous exhibit's content]*

Examiner's Exhibit #2  
Filed Nov 22, 1968

8/

MARY C. KELLAM, ET. AL. \* IN THE CIRCUIT COURT  
 \*  
 VS. \* FOR  
 \* QUEEN ANNE'S COUNTY  
 MERLIE JOHNSON \* IN EQUITY  
 \* NO. 4989

\*\*\*\*\*

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 November, 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 is not susceptible of partition and cannot be divided without loss or injury to the parties interested therein, and that Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., be and they are hereby appointed trustees to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that before proceeding to make sale hereunder, said Trustees 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 themselves, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of Five thousand Dollars (\$5000.00), if corporate surety is given, and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in them by this Decree or which may be reposed in them by any future decree or order in the premises.

The Trustees 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 payment of the entire purchase price in cash on day of sale, or ten per cent of the purchase price in cash and the balance in cash upon final ratification of the sale by this Court, the deferred payments to bear interest from day of the sale and to be secured to the Trustees' satisfaction. After complying with the prerequisites of this Decree, said Trustees may proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property, and they shall thereafter report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

Upon final ratification of the sale, and upon full payment of the purchase money, and not before, said Trustees 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 Trustees shall bring into Court all of the moneys arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expenses of said sale, and such commissions to the Trustees as a Court shall think proper to allow in consideration

of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

AND IT IS FURTHER ORDERED, pursuant to the provisions of Section 124 of Article 93 of the Annotated Code of Maryland (1957 Edition) that said Trustees shall give ninety (90) days notice to the creditors; if any, of William Wall Johnson and Blanche N. Johnson, by four (4) weeks publication in some newspaper printed and published in Queen Anne's County, Maryland, therein giving notice to all resident or non-resident creditors of said decedents to file in this Court and in this cause their claims against said decedents, if any they have.

B. Hasbett Turner Jr.  
JUDGE

Filed Nov 22, 1968

RECEIVED FOR FILING Jan. 21, 1969

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as principals, and Western Surety Company, a body corporate of the State of South Dakota, duly authorized to transact business in the State of Maryland, as surety, are firmly held and bound unto the State of Maryland in the full and just sum of Five Thousand Dollars (\$5,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of December, 1968.

WHEREAS, the above bounden, Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., have by decree of the Circuit Court for Queen Anne's County, In Equity, passed on the 22nd day of November, 1968, been appointed trustees in a cause entitled "Mary C. Kellam, et. al., vs. Merlie Johnson," being Chancery No. 4989, for the purpose of selling and conveying the real estate in said cause mentioned, and by these presents does furnish his bond in the penalty of Five Thousand Dollars (\$5,000.00) as required by said decree; and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., do and shall well and faithfully perform the trust reposed in them by said Decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and effect.

WITNESS our hands and seals this 13th day of December, 1968.

WITNESS:

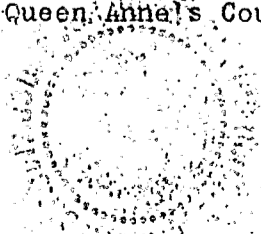
<u>Caroline Edman</u>	<u>Z. Townsend Parks, Jr.</u> (SEAL) Z. Townsend Parks, Jr.
<u>Judith C. Conley</u>	<u>Vachel A. Downes, Jr.</u> (SEAL) Vachel A. Downes, Jr. Principals

ATTEST: On the foot of the original WESTERN SURETY COMPANY Bond is the following Endorsement: Surety approved and Bond filed Jan. 21, 1969. Charles W. Cecil, Clerk

Judith C. Conley By: William Freestate  
William Freestate  
Attorney in Fact  
Surety

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 285, 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 21st day of January in the year nineteen hundred and sixty-nine.

RECEIVED FOR RECORD June 23, 1969

ADDITIONAL BOND

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT we, Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as principals, and Western Surety Company, a body corporate of the State of South Dakota, duly authorized to transact business in the State of Maryland, as surety, are firmly held and bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars (\$8,000.00) current money of the United States of America, to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 23 day of June, 1969.

WHEREAS, the above bounden, Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., have by decree of the Circuit Court for Queen Anne's County, In Equity, passed on the 22nd day of November, 1968, been appointed trustees in a cause entitled "Mary C. Kellam, et. al., vs. Merlie Johnson," being Chancery No. 4989, for the purpose of selling and conveying the real estate in said cause mentioned, and by these presents does furnish his bond in the penalty of Five Thousand Dollars (\$5,000.00) as required by said decree; and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, Z. Townsend Parks, Jr., and Vachel A. Downes, Jr., do and shall well and faithfully perform the trust reposed in them by said Decree or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and effect.

1969. WITNESS our hands and seals this 23 day of June

WITNESS:

Judith C. Conley  
Judith C. Conley

Z. Townsend Parks, Jr. (SEAL)  
Vachel A. Downes, Jr. (SEAL)  
Principals

WITNESS:

WESTERN SURETY COMPANY

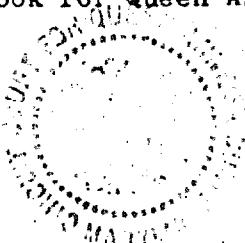
By: William Freestate  
Attorney in Fact  
Surety

Surety approved and Bond filed June 23, 1969

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 324, 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 June in the year nineteen hundred and sixty-nine.

Charles W. Cecil  
Clerk

MARY C. KELLAM, ET. AL.

IN THE CIRCUIT COURT

VS.

FOR

MERLIE JOHNSON

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4989

\*\*\*\*\*

AFFIDAVIT

The undersigned, purchasers of the property of, or formerly of William H. Johnson, deceased, sold at public auction on the 19th day of April, 1969, 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.

*Merlie Johnson*

Merlie Johnson  
Purchaser-Affiant

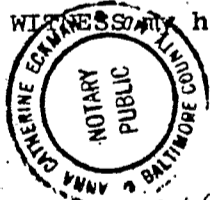
*John Chester Kellam*

John Chester Kellam  
Purchaser-Affiant

DATE: July 2, 1969

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Baltimore, this 2 day of July, 1969.

As WITNESSES my hand and Notarial Seal.



*Anna Catherine Eckman*

NOTARY PUBLIC  
Anna Catherine Eckman

*Filed July 22, 1969*  
AFFIDAVIT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1969, that the undersigned, auctioneer of the property sold in the aforementioned cause, did appear before me and in due form of law made oath that the sale was fairly made.

*Joseph A. Jackson, Jr.*  
Joseph A. Jackson, Jr.  
Affiant

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 County, this 19 day of July, 1969.

*C. Roy Henderson*  
NOTARY PUBLIC

*Filed July 22, 1969*

LIBER

**TRUSTEES' SALE OF VALUABLE  
REAL ESTATE IN AND NEAR  
GRASONVILLE, MARYLAND**

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Queen Anne's County, in Equity, passed the 22nd day of November, 1968, in Chancery Cause No. 4989, entitled "Mary C. Kellam, et al., vs. Merlie Johnson," the undersigned Trustees will offer for sale to the highest bidder or bidders on

**SATURDAY, APRIL 19th**

AT 11 O'CLOCK, A.M. (EST)

the following real estate located in or near the Town of Grasonville, Queen Anne's County, Maryland, formerly the lands of William H. Johnson, and described as follows, to wit:

**PARCEL NO. 1**

ALL that lot or parcel of land situate, lying and being in the Town of Grasonville, on the north side of Maryland Route No. 18, being all the same lot of ground which by deed dated July 16, 1894, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 1 folio 384, was granted and conveyed by Charles O. Coursey and wife unto William H. Johnson, and described by said deed as follows, to wit:

BEGINNING for the third thereof and being all that lot or parcel of land situated in Grasonville, Queen Anne's County, Maryland, and more particularly described by the following bounds: On the North by the land of H.B. Ford, on the East by the land of E. Henry Carvington, on the South by the land of J. Hanson Edenfield and Ida Edenfield, his wife, on the West by the public road leading through Grasonville onward to Kent Island.

This lot is said to contain one and one-half acres of land, more or less, and is improved by a deep well and a frame dwelling house containing 6 rooms, an enclosed back porch and an unfinished attic.

PLACE OF SALE: The sale of all properties herein described will be held on the aforesaid premises which is located near the Grasonville Fire House and approximately one-fifth of a mile west of the intersection of Maryland Route No. 18 and the Perry's Corner Public Road. Said property will be marked by appropriate signs.

And immediately thereafter the undersigned Trustees will sell the following two contiguous tracts of woodland located on the Grasonville-Perry's Corner Public Road, said to contain a total of 17 acres of land, more or less, and described as follows, to wit:

**PARCEL NO. 2**

BEGINNING for the first at a point in the center of the Public Road from Grasonville to Perry's Corner near a chestnut tree marked with three notches, and running thence South 86-1/2 degrees East 114 perches with the line dividing the tract herein described from the tract known as the Tilghman tract and to a stake, thence North 22-1/2 degrees West 21.2 perches to a stake; thence North 86-1/2 degrees West 114 perches to the center of the said County Road; thence with the center of said road South 22-1/2 degrees East 2.2 perches to the beginning. Said to contain 15 acres of land by actual survey and being unimproved.

BEING the same lot of ground which by deed, dated December 26, 1907, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 4 folio 259, was granted and conveyed by John H. Shannahan and wife, unto the said William H. Johnson.

**PARCEL NO. 3**

BEGINNING for the second at a stone on the east side of a county road leading from Perry's Corner to Grasonville, at letter C on the plot of the whole tract; and running North 22-1/2 degrees West, 12-1/2 perches to a stake; thence running South 86-1/4 degrees East, 26-1/2 perches to a stake; thence South 22-1/2 degrees West, 12-1/2 perches to a stake; thence North 86-1/4 degrees West 26-1/2 perches to the beginning; said to contain 2 acres of land, more or less, and being unimproved and contiguous to Parcel No. 2 hereinabove described.

BEING the same lot of ground, which by deed dated May 9, 1925, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 3 folio 645, was granted and conveyed by Zell Pratt unto the said William H. Johnson.

Parcel No. 2 and Parcel No. 3 will first be offered individually and thereafter jointly (as one tract or parcel).

TERMS OF SALE: A deposit of 10% of the purchase money will be required in cash, or by cashier's check or certified check, on day of sale, or the entire balance of the purchase money may be paid on day of sale, at option of the purchaser or purchasers. Any unpaid balance of the purchase money is to be secured by a note bearing interest from date of sale at 6%, which balance shall be paid in full and final settlement held within 10 days after final ratification of the sale by the Circuit Court for Queen Anne's County; with taxes to be adjusted to the 10th day after ratification of sale, or to date of final settlement, whichever shall first occur. All expenses of transfer, including recordation costs, recordation stamps, preparation of deed, notary fees, etc., shall be paid by the purchaser or purchasers. Possession will be given upon final settlement.

Z. Townsend Parks, Jr.

Vachel A. Downes, Jr.

Trustees

Joseph A. Jackson, Jr.  
Auctioneer

31-4-17

5 PAGE 312

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., July 10 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale

in the case/estate of Mary C. Kellam

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 19th day of April 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of April 1969, and the last insertion on the 17th day of April 1969.

THE RECORD-OBSERVER CORPORATION

By *M. M. M. M. M.*

*Filed July 22, 1969*



14

MARY C. KELLAM, ET. AL.

IN THE CIRCUIT COURT

VS.

FOR

MERLIE JOHNSON

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4989

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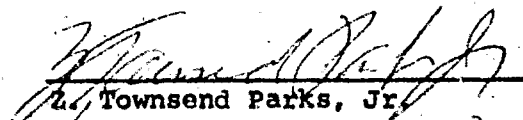
REPORT OF SALE

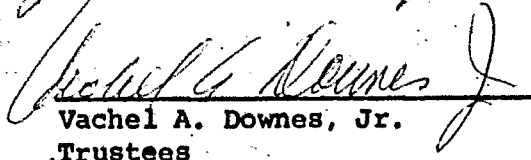
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of their 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 Trustees did, pursuant to said notice, on Saturday, the 19th day of April, 1969, at 11:00 o'clock, a.m., on the premises described in said advertisement of sale as Parcel No. 1, in the Village of Grasonville, and did then and there sell at public auction to the highest bidder the fee simple property described as Parcel No. 1 in said advertisement of sale, and said property so offered and described as Parcel No. 1 aforesaid was sold unto MERLIE JOHNSON at and for the sum of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00), which was the highest amount bid for said property. Said Trustees did then and there offer for sale at public auction Parcel No. 2 described in said advertisement of sale and the highest bid received therefor was FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00). Said Trustees did then and there offer for sale at public auction Parcel No. 3 described in said advertisement of sale and the highest bid received therefor was ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700.00), or a total bid of SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6,800.00) for Parcels Nos. 2 and 3. As per the provisions of said advertisement of sale, Parcels Nos. 2 and 3 were offered at public sale as an entirety and was thereafter sold unto JOHN CHESTER KELLAM at and for the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) which price was the highest amount bid for Parcels Nos. 2 and 3 in said advertisement of sale. Said Purchasers have suitably secured the payment of the purchase price to the satisfaction of said Trustees.

This Report of Sale states that the amount of sale is \$12,600.00

Respectfully submitted,

  
 Z. Townsend Parks, Jr.

  
 Vachel A. Downes, Jr.  
 Trustees

5 PAGE 314

STATE OF MARYLAND, COUNTY OF Queen Anne's, to wit:

This is to certify that on this 22nd day of July, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, 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 their knowledge and belief and that the sale was fairly made.

As WITNESS my hand and Notarial Seal.



Judith C. Conley  
NOTARY PUBLIC

My Commission Expires: 7/1/70

Filed July 22, 1969

15/

### ORDER NISI ON SALE

Mary C. Kellam  
and  
John Edwin Kellam, her husband  
vs.  
Merlie Johnson

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

Cause No. 4989

ORDERED, this 22nd day of July, 19 69, that the sale of the real property, made and reported in this cause by Z. Townsend Parks, Jr. and Vachel A. Downes, Jr. Trustees, be ratified and confirmed, on or after the 22nd day of August, 19 69, 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 August, 19 69.

The report states the amount of sales to be \$ \$12,600.00

Charles W. Cecil Clerk

Filed July 22, 1969

**ORDER NISI**

ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4989  
Mary C. Kellam  
and  
John Edwin Kellam,  
her husband  
vs.  
Merlie Johnson

ORDERED, this 22nd day of July, 1969, that the sale of the real property, made and reported in this cause by Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, on or after the 22nd day of August, 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 15th day of August, 1969.

The report states the amount of sales to be \$12,600.00.

CHARLES W. CECIL,  
Clerk

Filed July 22, 1969

True Copy  
Test: Charles W. Cecil, Clerk

31-8-14

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Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., *Sept 8*, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the ~~cause~~ Equity Cause No. 4989

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th day of August, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of July, 1969, and the last insertion on the 14th day of August, 1969.

THE RECORD-OBSERVER CORPORATION

By *Elizabeth M. Moore*

*Filed Sept 9 1969*

FINAL ORDER OF RATIFICATION

17

Upon the foregoing Report of Sale and Affidavit, it is ORDERED, this 10 day of September, 1969, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sales made by Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., on the 19th day of April, 1969, reported to this Court, be and the same are 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 Trustees are allowed the usual commissions under the rule of this Court and such proper expenses, as they shall produce vouchers for to the auditor.

*B. Hackett Turner Jr.*  
JUDGE

*Filed Sept. 10, 1969*

**NOTICE TO CREDITORS**

MARY C. KELLAM, ET. AL.  
VS.  
MERLIE JOHNSON  
IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 4989

**NOTICE TO CREDITORS**

This is to give notice that the undersigned subscribers have been appointed Trustees by the Circuit Court for Queen Anne's County in the above entitled cause and by order of said Court, dated the 22nd day of November, 1968, directed to sell the real estate in said cause mentioned.

All persons having claims against WILLIAM WALL JOHNSON deceased, are warned to file said claim in the Circuit Court for Queen Anne's County, Maryland; in said cause on or before the 2nd day of MARCH, 1969; otherwise, they may be excluded from exerting said claims from the proceeds of the sale of the aforesaid real estate.

Z. Townsend Parks, Jr.  
Vachel A. Downes, Jr.  
Trustees in Chancery No. 4989  
4-12-26

LIBRE

5 PAGE 316

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., January 26 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice to Creditors

in the case/BOOK of Mary C. Kellam, et al. vs. Merlie Johnson (notice to creditors for William Wall Johnson

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper ~~XXXXXX~~ published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26th day of December, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of December, 1968, and the last insertion on the 26th day of December, 1968.

THE RECORD-OBSERVER CORPORATION

By Mary J. Moore

*Filed Feb 2, 1970*

MARY C. KELLAM, et al

vs.

MERLIE JOHNSON

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4989

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 Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, who were by decree of this Court of November 22, 1968, appointed such Trustees to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is a suit for the sale of real estate which is not susceptible to partition.

2. That in the within account the said Trustees were charged with the proceeds of sale and are allowed thereafter their commissions for making said sale, the Court costs, the premium on the Trustees' corporate surety bond, the several advertising costs, the auctioneer's fee, the State and County taxes, the fee of your Auditor and his expenses in stating this audit, and the balance was distributed to the heirs at law of the respective parties.

3. In the distribution one-half of the net proceeds was directed to be distributed to the surviving daughter of William H. Johnson, and the other one-half share to which Louis Hursey Johnson had been entitled to was directed to be distributed in accordance with the provisions of Article 93, Section 137, of the Annotated Code of Maryland, 1957 Edition, which was in effect during the years 1968 and 1969.

Respectfully submitted,

J. Thomas Clark  
Auditor

*Filed Mar 3, 1970*

Cause No. 4989

The proceeds of the sale of real estate reported in this cause, in account with Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said land).

Cr.

1969

Spt. 10 By proceeds of the sale of land, per report of sale of said vendor, to wit:-----\$12,600.00

Dr.

To Z. Townsend Parks, Jr. and Vachel A. Downes, Jr., Trustees, their commissions on \$12,600.00, for making said sale, or the sum of-----\$ 780.00

To do., for amounts paid on several court costs, per receipts exhibited, to wit:  
1-Charles W. Cecil, Clerk, advanced court costs-----\$15.00  
2-Judith C. Conley, Stenographer---- 15.00  
3-Edward Turner, Examiner----- 10.00 40.00

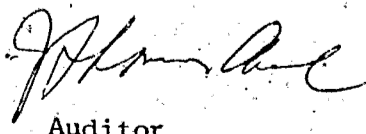
To do., for amounts due Charles W. Cecil, Clerk, per statement exhibited, to wit:  
1-Costs of Chas. W. Cecil, Clerk---\$ 58.00  
2-Appearance fee of Vachel A. Downes, Jr. & Z. Townsend Parks, Jr., Attorneys----- 10.00  
3-Appearance fee of Gerald Kerr, Attorney----- 10.00 78.00

To do., for an amount due W. M. Freestate, Agency, for the premium on the Trustees' corporate surety bond filed in this cause, per statement exhibited, to wit:----- 45.00

To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, as follows, to wit:  
1-Costs of publishing Notice of Sale-\$125.88  
2-Costs of publishing Order Nisi of Sale----- 14.00  
3-Costs of publishing Notice to Creditors----- 18.00 157.88

To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per rule of Court----- 31.50

March 3, 1970



Auditor

LIBER

5 PAGE 317

To do., for an amount paid Wm. R. Wilson, III, Treasurer, for State and County taxes, per receipts exhibited, to wit:-----	\$	72.32	
To J. Thomas Clark, Auditor, as follows:			
1-His fee for stating audit-----	\$45.00		
2-Expenses involved in stating audit and notifying parties-----	5.00	50.00	
To amount to be carried forward for distribution to heirs at law of William H. Johnson, now living, the sum of-----		11,345.30	
	\$12,600.00		\$12,600.00

March 3, 1970

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward for distribution to heirs at law  
of William H. Johnson, now living, the sum of-----\$11,345.30

Dr.

To Mary C. Kellam, a daughter, of William H. Johnson, decedent, a one-half share of the same, or the sum of-----	\$5,672.65		
To heirs at law of Louis Hursey Johnson, a deceased son of William H. Johnson, decedent, who died after his father, intestate, without issue, leaving spouse and sister surviving, to wit:			
1-To Merlie Johnson, widow of Louis Hursey Johnson, \$4,000.00, and one- half of residue or the sum of \$836.33, making a total of-----	\$4,836.33		
2-To Mary C. Kellam, a sister of Louise Hursey Johnson, the balance or the sum of (assigned to Merlie Johnson, per Exhibit A attached)----	836.32	5,672.65	
		\$11,345.30	\$11,345.30

March 3, 1970

*Rec'd Mar 3, 1970*

*J. Thomas Clark*  
Auditor

MARY C. KELLAM, et al

VS

MERLIE JOHNSON

:

:

:

IN THE  
CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY No. 4989

: : : : : : : : : : : : : : : : : : :

The undersigned, MARY C. KELLAM, does hereby assign unto MERLIE JOHNSON the sum of \$836.32, which was due me from the sale of the real estate in the above-entitled case. This is to equalize the distribution so that I shall receive the same amount as received by Merlie Johnson.

WITNESS:

J. Chester Kellam  
CHESTER KELLAM

Mary C. Kellam  
MARY C. KELLAM

John Clark  
Auditor

20  
MARY C. KELLAM, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

MERLIE JOHNSON

IN EQUITY No. 4989

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 3, 1970, 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:

Z. Townsend Parks, Jr.  
2101 One Charles Center  
Baltimore, Maryland 21201

Gerald Kerr  
2101 One Charles Center  
Baltimore, Maryland 21201

Vachel A. Downes, Jr.  
Lawyers Row  
Centreville, Maryland 21617

Mary C. Kellam and  
John Edwin Kellam  
3403 Elmley Avenue  
Baltimore, Maryland 21213

Merlie Johnson  
517 Rossiter Avenue  
Baltimore, Maryland 21212

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 March 3, 1970, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 18, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 19, 1970.

  
Auditor

*Filed Mar 3, 1970*



21

NISI RATIFICATION OF AUDIT

Mary C. Kellam, et al.

vs.

Merlie Johnson

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4989

ORDERED, this 3rd day of March, 19 70, that the report and  
account filed in these proceedings by J. Thomas Auditor, Auditor,  
be ratified on or after the 19th day of March, 19 70, unless cause to the  
contrary thereof be previously shown;

~~XX  
XX  
XX~~

Charles Cecil Clerk

Filed March 3, 1970

Mary C. Kellum, et al

vs.

Merlie Johnson

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4989

FINAL RATIFICATION OF AUDIT

ORDERED, this 19th. day of March, 1970, 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 Z. Townsend Parks, Jr., and Vachel A. Downes, Jr., 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 H. Cook*

Clerk of Circuit Court for  
Queen Anne's County.

*Filed Mar 19 1970*

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

THOMAS EWING and : IN THE  
MARY EWING, his wife,  
Grasonville, Maryland :  
AND : CIRCUIT COURT  
CARLTON FOSTER and :  
RUTH FOSTER, his wife,  
Stevensville, Maryland, : FOR  
COMPLAINANTS, :  
VS. :  
LYDIA ETTA TALLAY, and : QUEEN ANNE'S COUNTY  
her unknown heirs, executors,  
administrators and all other  
persons, their heirs, execu- :  
tors, administrators, who : IN EQUITY  
could claim any interest :  
in the real estate mentioned :  
in these proceedings or who :  
could claim to hold a lien : NO. 4990  
or encumbrance on the real :  
estate mentioned in these :  
proceedings. :  
Addresses Unknown. :  
RESPONDENTS. :

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Thomas Ewing and Mary Ewing, his wife, and Carlton Foster and Ruth Foster, his wife, by Robert R. Price, Jr., their Solicitor, 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 the Chester River Steamboat Company of Baltimore City, by deed dated August 3, 1898, and recorded on August 12, 1898, in the Land Records of Queen Anne's County, in Liber W. H. C. No. 8, folio 187, did grant and convey unto Lydia Etta Tallay, a parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, designated as Lot No. 22 on a plat entitled, "Subdivision of Part of Property of Chester River Steamboat Co. of Baltimore, at Jackson Creek, Queen Anne's County," by S. J. Martinet and Co., dated December 1, 1897, and recorded among the Land Records of Queen Anne's County, in Liber W. H. C. No. 7, folio 88 and 89, a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit A".

(3) That a diligent search of the Land Records of Queen Anne's County, the records of the Registrar of Wills office of Queen Anne's County, and the assessment records of Queen Anne's County fails to reveal any evidence of transfer or any record of the land described in "Exhibit A" from August 3, 1898 to date.

(4) That the Manor Real Estate and Trust Company by deed dated October 27, 1939, and recorded on April 1, 1940, in the Land Records of Queen Anne's County, in Liber ASG Jr. No. 2, folio 448, did grant and convey unto Otto Stichel and

Mary A. Stichel, his wife, all the lands constituting the remaining lots as set forth on the plat of the Chester River Steamboat Co., said lots and roads surrounding the aforesaid Lot No. 2, a certified copy of said deed is filed herewith and made a part hereof and marked "Exhibit B".

(5) That the said Otto Stichel and Mary Stichel, his wife, did enter into possession of said lands described in "Exhibit B" and further did enter into possession of Lot No. 22, as of the date of conveyance and did hold said Lot No. 22 openly, notoriously, and adversely, occupying the same against the claim of the above named Respondents or anyone claiming through them.

(6) That Mary A. Stichel, the said Otto Stichel, being deceased, as surviving widow, did by deed dated June 24, 1955, in the Land Records aforesaid at Liber T. S. P. No. 22, folio 372, did grant and convey all of Lot No. 22 unto the Kent Narrows Land and Development Co., a certified copy of said deed being filed herewith and made a part hereof, and marked "Exhibit C" and said Kent Narrows Land and Development Co. did enter into possession of said Lot No. 22 on the date of conveyance and did hold the same openly, notoriously and adversely, occupying the same against the claim of the above named Respondents or anyone claiming through them.

(7) That the Kent Narrows Land and Development Company by two deeds did grant and convey Lot No. 22 unto the Complainants, herein, said deeds being (1) dated March 20, 1967, recorded on March 21, 1967, in Liber C. W. C. No. 27, folio 312, and (2) dated August 27, 1968, recorded on August 27, 1968, in Liber C. W. C. No. 36, folio 647, of the Land Records aforesaid, certified copies of said deeds being filed herewith and made a part hereof, and marked respectively "Exhibit D" and "Exhibit E".

(8) That the Complainants herein on the respective dates of conveyance to them of Lot No. 22 have held the same openly, notoriously and adversely occupying the same against the claim of the above named Respondents or anyone claiming through them, until the date of the filing of this Bill.

(9) That said Lot No. 22 is now in possession of the Plaintiffs, but they have been advised they cannot deliver a merchantable title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to same shall be vested in your Complainants, unencumbered by claims of others.

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

TO THE END THEREFORE:

(1) That the Complainants may by decree of this Honorable Court be made the absolute owner of said land, and have the perfect right of absolute disposition of the same as against the Respondents in this suit.

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

(3) 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.

AND AS IN DUTY BOUND, ETC.

Robert R. Price, Jr.  
Robert R. Price, Jr.,  
Attorney at Law,  
103 Lawyer's Row  
Centreville, Md.  
Phone: 758-1660

Thomas Ewing  
Thomas Ewing

Mary Ewing  
Mary Ewing, his wife,

Carlton Foster  
Carlton Foster

Ruth Foster  
Ruth Foster, his wife,

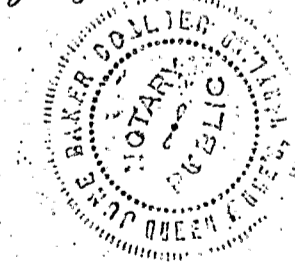
STATE OF MARYLAND }  
QUEEN ANNE'S COUNTY } TO WIT:

I HEREBY CERTIFY, that on this 14th day of October, 1968, before me, a Notary Public of the State and County aforesaid, personally appeared Carlton Foster, one of the Complainants, and made oath in due form of law that the matters and facts set forth herein are true and correct according to the best of his knowledge.

WITNESS my hand and Notarial Seal.

June Baker Collier  
Notary Public

My comm. exp. July 1, 1969



*Filed Oct. 16 1968*

His Honor's Court, to wit: Do it remembered, that on  
 the first day of August, in the year One thousand eight hun-  
 dred and ninety eight, the following deed was brought to be  
 recorded, to wit:

This deed, made the first day of August, in the year  
 eight hundred and ninety eight, by the Chester River Steam-  
 boat Company of Baltimore City, a body corporate of the  
 State of Maryland, Sheweth, that in consideration of the  
 sum of twenty-five dollars (\$25) the said Chester River  
 Steamboat Company of Baltimore City, does hereby grant  
 and convey unto Agnes Etta Saccary, wife of Stephen B.  
 Saccary, of Queen Anne's County, in the State of Maryland,  
 her heirs and assigns all that piece or parcel of ground  
 returned and lying in Queen Anne's County aforesaid,  
 and further covenants and conditions as follows: To have and to  
 hold unto the said Agnes Etta Saccary, her heirs and assigns forever.

Filed Oct. 16 1968

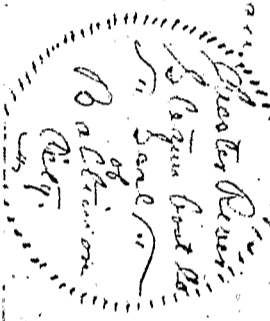
2



-Knows and signifies, for ever, in full power, and the said  
 Charter River Steamboat Company of Baltimore City,  
 -having agreements with the said City via City Valley, that it  
 will support necessary the bridge hereby conveyed;  
 that it has come in next to preserve her said property;  
 and that it will do with further convenience of said  
 land as may be required - and this Road, further that  
 -knows, that the said Charter River Steamboat Company  
 of Baltimore City does hereby constitute and appoint  
 Charles F. Mering, Esq. its attorney, for it and its success  
 and so and for its corporate act and deed, to acknowledge  
 -edge this Road before any person having authority by the  
 laws of the State of Maryland, to take such acknowledgment  
 to the effect that the same may be duly recorded.

As witness the corporate seal of the said Charter River Steam  
 Boat Company of Baltimore City, and the signature of  
 George Mafford, the President thereof, the day and year  
 first above written.

James G. Taylor  
 Esquire of Baltimore



George Mafford  
 President of Charter River  
 Steamboat Company of Baltimore City



I hereby certify that on the 20th day of August, in the year 1877, I, the undersigned, a Justice of the Peace for Maryland, in and for Baltimore City aforesaid, personally appeared Charles J. Givens, the Attorney named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, as before stated, did read to the rest of the said Charles Reiner & Steam Boat Company of Baltimore City. In testimony whereof, I have hereunto set my hand and official seal this 20th day of August 1877.

Charles J. Givens  
 Attorney

Notary Public  
 Md.

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber WHE No. 8; Folio 187, a land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of October in the year nineteen hundred and sixty-eight.

Charles W. Cecil  
 Charles W. Cecil  
 Clerk of the Circuit Court

"Exhibit A"  
 Filed Oct. 16, 1968

3

.....  
#19,885.  
Be it remembered that on the First day of April, in the year nineteen hundred and forty, the following Deed was brought to be recorded, to wit:-

THIS INDENTURE, MADE THIS 27th day of October in the year of our Lord one thousand nine hundred and thirty-nine (1939)

BETWEEN MAJOR REAL ESTATE AND TRUST COMPANY (hereinafter called Grantor); a Corporation of the Commonwealth of Pennsylvania, of the one part; and OTTO STICHEL and MARY A. STICHEL, his wife, (hereinafter called Grantees) of Grasonville, in the State of Maryland, of the other part:

WITNESSETH, that in consideration of the sum of One Thousand Two Hundred Dollars (\$1,200.00), the said grantor does grant and convey unto the said grantees, their heirs and assigns, as tenants by the entitles, EXCEPTING and RESERVING and UNDER AND SUBJECT as hereinafter mentioned,

ALL ITS ESTATE, RIGHT, TITLE AND INTEREST, of in and to

ALL THAT CERTAIN tract or parcel of land situate in Queenstown District No. 5, County of Queen Anne and State of Maryland, bounded and described as follows, viz:-

BEGINNING at a point in the production southwestwardly of the northwesterly line of Gratitude Avenue (not open) at the distance of fifty feet northwardly from a point in and measured at right angles to the line established as the center line of railroad of the Baltimore and Eastern Railroad Company; said point in center line of railroad being at the distance of one hundred and five feet, more or less, measured westwardly along said center line of railroad from another point therein, in the middle line of a Public Road leading from Kent Island to Winchester, a branch of said Public Road leading to Vansant's Wharf at Jackson Creek; the said middle line of first mentioned Public Road crossing said center line of rail-

*John C. North, atty  
1940*

*Filed Oct. 16 1968*

*Original Examined & mailed  
April 13*

road at a point about one mile and six-tenths of a mile measured westerly along said center line of railroad, from another point in said center line of railroad, opposite the center of said Railroad Company's Winchester Passenger Station; extending from said beginning point North sixty-eight degrees twenty-five minutes West by land of the Baltimore and Eastern Railroad Company, on a line parallel with and fifty feet northwardly from and measured at right angles to the said center line of railroad, the distance of one thousand nine hundred and seventy-seven feet and three-tenths of a foot to a point in the easterly line of land now or formerly of Harry C. E. McCready; thence North one degree no minutes East by said last mentioned land the distance of two thousand five hundred and twenty-six feet and four-tenths of a foot to a point; thence North sixty-nine degrees seventeen minutes East crossing the westerly and easterly lines of Muddy Creek, the distance of one thousand seven hundred and forty feet and eight-tenths of a foot to a point; thence North eighteen degrees twenty-seven minutes West the distance of four hundred and eighty-two and two-tenths of a foot to a point in the said easterly line of Muddy Creek; thence the four following courses and distances along the said easterly line of Muddy Creek; (1) North twenty-seven degrees twenty minutes West the distance of three hundred and twenty-three feet and three-tenths of a foot to a point; (2) North fifty-five degrees two minutes West the distance of three hundred and twenty feet and seven-tenths of a foot to a point; (3) North sixty-nine degrees forty-three minutes East the distance of two hundred and thirty-two feet and eight-tenths of a foot to a point; and (4) North twelve degrees thirty-two minutes West the distance of five hundred and seventy-nine feet and four-tenths of a foot to a point in the westerly line of Jackson Creek at Long

Point; thence the eleven following courses and distances along the said westerly line of Jackson Creek; (1) South eighty-eight degrees thirteen minutes East three hundred and sixty-three feet and six-tenths of a foot to a point; (2) South forty-eight degrees three minutes East three hundred and ten feet and six-tenths of a foot to a point; (3) South fifteen degrees no minutes West three hundred and twenty-five feet and one-tenth of a foot to a point; (4) South five degrees forty-nine minutes East one thousand and one hundred and ninety-eight feet and one-tenth of a foot to a point; (5) South forty-three degrees three minutes East nine hundred and four feet and four-tenths of a foot to a point; (6) South nineteen degrees twenty-seven minutes West three hundred and twenty-nine feet and five-tenths of a foot to a point; (7) South thirty degrees thirty-seven minutes West three hundred and seventy-five feet and one-tenth of a foot to a point; (8) South no degrees thirty-seven minutes West two hundred and forty-five feet to a point; (9) South thirty-seven degrees forty-five minutes East one thousand and fifteen feet and five-tenths of a foot to a point; (10) South one degree fifty-one minutes East four hundred and twenty-seven feet and two-tenths of a foot to a point; and (11) South thirty-nine degrees five minutes East two hundred and thirty-two feet and four-tenths of a foot to a point in the middle line of said branch of Public Road, at Vansant's Wharf; thence the two following courses and distances along the said middle line of last mentioned Public Road: (1) South forty degrees twenty-five minutes West four hundred and ten feet and one-tenth of a foot to a point; and

(2) South thirty-two degrees forty-five minutes west the distance of five hundred and sixteen feet and eight-tenths of a foot to a point in the middle line of first mentioned Public Road leading from Kent Island to Winchester; thence North eighty-seven degrees eight minutes West partly crossing said last mentioned Public Road, the distance of two hundred feet and two-tenths of a foot to a point in northerly line of said Public Road; thence South sixty-six degrees eleven minutes West partly recrossing said Public Road, the distance of two hundred and five feet, more or less, to a point; and thence the two following courses and distances by land of the Baltimore and Eastern Railroad Company: (1) Northwestwardly on a line parallel with and one hundred feet southwestwardly from and measured at right angles to the line dividing Lot 11 from Lot 12 in the Plan of Lots as per Plat of the Sub-Division of Part of Property of The Chester River Steam Boat Company at Jackson Creek, recorded in Land Record Book W. H. C. No. 7, Pages 88 and 89, also parallel with the production northwestwardly of said lot dividing line, partly crossing said last mentioned Public Road and crossing said Gratitude Avenue (not open) the distance of one hundred and sixty feet, more or less, to a point in the said northwesterly line of Gratitude Avenue; and (2) South thirty-three degrees twenty-two minutes West along the said production of the northwesterly line of Gratitude Avenue the distance of fifty-five feet, more or less, to the place of beginning.

EXCEPTING AND RESERVING from the above described tract or parcel of land, Lots Numbers Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Nineteen (19), Twenty (20), Twen-

ty-two (22) Thirty-seven (37), Thirty-eight (38), Forty (40), Forty-one (41) and Forty-two (42) excepted in the Plan of Lots as per Plat of the Sub-Division of Part of Property of The Chester River SteamBoat Company, at Jackson Creek; recorded in Land Record Book W. H. C. No. 7, Pages 88 and 89.

CONTAINING a net area (after deducting said exceptions) of One hundred and fifty-two acres and four-tenths of an acre, more or less.

All references herein to streets, roads, highways, alleys or lanes are for descriptive purposes only, and are not intended to dedicate, or to offer to dedicate, any or any part or parts thereof to public use.

TOGETHER with all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any-wise appertaining.

TO HAVE AND TO HOLD the said tract or parcel of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said grantees, their heirs and assigns, as tenants by the entireties; EXCEPTING and RESERVING as aforesaid.

UNDER AND SUBJECT, however, as follows: (1) to all conditions, restrictions and qualifications appearing in the title of record; (2) to such rights of access and/or other rights which the owners of the portions of said tract heretofore sold may have in connection therewith; (3) to such rights as may exist in streets shown upon a plan filed in Land Record Book W. H. C. No. 7, pages 88 and 89; (4) to all existing encroachments; this, however, not to be construed as an admission of right but to place the grantees in the same position now occupied by the grantor; and (5) SUBJECT to the following express conditions, viz: (a) that the said grantees, by the acceptance of this deed, agree, as a covenant running with the land hereby conveyed, that access to the said land shall at all times be confined to Kent Island Road and the Water front, and that neither the said grantees, nor their heirs or assigns, shall ever ask, demand or attempt to procure any other means of access which would necessitate an additional crossing of the railroad of said Baltimore and Eastern Railroad Company; and (b) that neither the said grantor, nor its successors or assigns, shall be liable or obliged to construct or maintain any fence between the above described and hereby granted land and land of

the said grantor adjoining the same; or be liable or obliged to pay for any part of the cost of expense of constructing or maintaining such a fence, and that neither the said grantor, nor its successors or assigns, shall be liable for any damage that may result by reason of the non-existence of such a fence or any part thereof.

AND TRUST COMPANY, duly attested, and the signature of its President, the day and year first above written.

MANOR REAL ESTATE AND TRUST COMPANY.

By C. D. YOUNG  
President

(C.D. YOUNG)  
Corporate Seal.

Attest: J. TANNEY WILCOX  
Secretary  
(J. TANNEY WILCOX)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) ss:

I HEREBY CERTIFY, that on this 28th day of October in the year One thousand nine hundred and thirty-nine (1939), before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, in and for the county aforesaid, personally appeared C. D. Young, President of MANOR REAL ESTATE AND TRUST COMPANY, the above-named grantor, and duly acknowledged the foregoing Deed to be the act of the said corporation.

AS WITNESS my hand and notarial seal.

Notary Public Seal.  
F. T. SHENEMAN  
Notary Public.

(F. T. SHENEMAN)  
My commission expires 2, August, 1942

One-One Dollar and One-Twenty Cent  
Recordation Tax Stamps. Endorsed  
O.S. 4/1/40.

One-One Dollar, One-Fifty Cent, Two-  
Twenty-five Cent and One-Ten Cent  
Int. Revenue Tax Stamps. Endorsed  
M R E & T Co. 10/31/39 H M B

LIBEP

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

I HEREBY CERTIFY, that the foregoing was truly  
taken and copied from Liber 1114 No. 2, Folio 448,  
a Book 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 10th day of October  
in the year nineteen hundred and  
sixty-eight.

*Charles W. Cecil*  
Charles W. Cecil  
Clerk of the Circuit Court

EXHIBIT 2  
OF TESTIMONY

"Exhibit B" Oct 16, 1968



4

*Jack C. Doney, noty*  
*Alvin Bonnell, noty*



# 36, 118  
LIBFP 22 PAGE 372  
RECEIVED FOR RECORD June 25, 1955

THIS DEED, Made this 24th day of June, 1955, by and between Mary A. Stichel, Widow, party of the first part, "GRANTOR"; and Kent Narrows Land Development Co., a body corporate, of the State of Maryland, party of the second part, "GRANTEE".

WITNESSETH, That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mary A. Stichel does Grant and convey unto the said Kent Narrows Land Development Co., its successors and assigns, in fee simple, all those two tracts or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, near the town of Grasonville, and more particularly described as follows:

BEGINNING, for the first thereof, at a point on the centerline of a 30 foot wide way leading into the 22 acre tract of land conveyed by Mary A. Stichel to Scot Point Lodge, Inc., a body corporate, by Deed dated of even date, said point being North 55 degrees 07 minutes West, 162.80 feet from the beginning point of said 22 acre tract conveyed to Scot Point Lodge Inc. and running (1) thence by and with the division line of various lots of land as set forth on a plat recorded in W.F.C. 7, Folio 88, the two following courses and distances, North 24 degrees 27 minutes East, 528.00 feet to a concrete monument and North 40 degrees 00 minutes

*Filed Oct. 16, 1968*

*Original made by 7/1/55*



JCD

6/25/55

JCD

6/25/55

JCD

6/25/55

East 28.00 feet to a concrete monument set at the southeasterly corner of Lot No. 19; (2) thence by and with the lines of Lot No. 19 the two following courses and distances, North 50 degree 00 minutes West, 200.50 feet to a concrete monument and North 40 degrees 00 minutes East, 100.20 feet to a concrete monument set at the Northwesterly corner of said Lot No. 19; (3) thence by and with a division line North 64 degrees 29 minutes West, 265.4 feet to a concrete monument set on the easterly division line of the above mentioned conveyance to Scot Point Lodge Inc., said monument being South 13 degrees 23 minutes West, 40.00 feet from a concrete monument set at the northeasterly corner of the aforementioned conveyance to Scot Point Lodge Inc.; (4) thence by and with the easterly line of said conveyance to Scot Point Lodge Inc. South 13 degrees 23 minutes West, 676.00 feet to the center line of the aforementioned 30 foot road leading into the tract of land conveyed to Scot Point Lodge Inc.; (5) thence by and with the centerline of the aforementioned 30 foot wide road, South 55 degrees 07 minutes East, 216.00 feet to the point of beginning. Containing 5.09 acres of land more or less. Reserving a right of ingress and egress to the said Grantor, in common with others, over the 30 foot wide road leading from Jackson Road to Graditude Avenue and thence in a northeasterly direction along Graditude Avenue to Lots Nos. 19, 20 and 21 as shown on Plat of Jackson Creek property recorded in Liber W.H.C. No. 7, Folio 88 of the Land Records of Queen Anne's County, said use to be in common with the Grantee, their successors and assigns.

BEGINNING, for the second thereof, at a concrete monument set at the northeasterly corner of the 22 acre tract conveyed by Mary A. Stichel to Scot Point Lodge Inc, by Deed dated of even date herewith and recorded among the Land Records of Queen Anne's County, and running (1) thence by <sup>with</sup> the easterly line of

TAC  
6/25/55

JAC  
6/25/55

said conveyance to Scot Point Lodge Inc., South 13 degrees 23 minutes West 40.00 feet to a point; (2) thence by and with the northerly line of the first parcel of land herein described, South 64 degrees 29 minutes East, 265.40 feet to a concrete monument set at the northeastern corner of Lot No. 19; (3) thence by and with the northwesterly line of Lots 20 and 21, North 40 degrees 00 minutes East, 159.20 feet to a concrete monument; (4) thence continuing 15 minutes East, 195.50 feet to a concrete monument, thence continuing the same course, 45 feet, more or less (total distance 240.5 feet more or less) to the mean high water line of the Chester River; (5) thence meandering and binding on the mean high water line of the Chester River in a Northerly, Northwesterly direction to the end of "Long Point" and to the waters of Muddy Creek; (6) thence taking up the centerline of Muddy Creek and meandering with the same Southerly to a point described as being the northwesterly corner of the 22 acre tract of land conveyed as aforesaid to Scot Point Lodge Inc.; and the northeasterly corner of the lands of J. Rodney King; (7) thence by and with the outline of said tract conveyed to Scot Point Lodge Inc., South 69 degrees 07 minutes East, by and with the centerline of a forty foot wide canal to a hub set on the easterly end of the aforementioned canal; (8) thence continuing with the outline of said tract conveyed to Scot Point Lodge Inc., South 72 degrees 57 minutes East 44.50 feet to a concrete monument, thence continuing on the same course for a distance of 240.00 feet (total distance 284.50 feet) to the point of beginning.

BEING part of the lands acquired by Otto Stichel and Mary A. Stichel, his wife, under the following Deeds recorded among the Land Records of Queen Anne's County (the said Otto Stichel having predeceased Mary A. Stichel) to wit:

Deed dated October 27, 1929 from the Manor Real Estate and Trust Company, recorded A.S.G.Jr. No. 2, Folio 448  
Deed dated May 26, 1941 from Charles E. King and wife, and recorded in Liber A.S.G.Jr. No. 4, Folio 445  
Deed dated March 10, 1941 from Carl E. Lynch and wife, and recorded in Liber A.S.G.Jr. No. 4, Folio 208.

TOGETHER with the buildings and improvements thereon, and all and every the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said tracts of ground and premises, unto and to the proper use and benefit of the said Kent Narrows Land Development Co., its successors and assigns, in fee simple.

AND the said Grantor covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property conveyed; that she will warrant specially the property granted, and that she will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

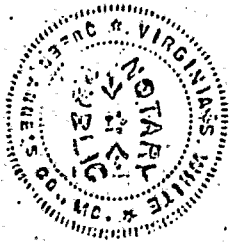
*Mary A. Stichel*

*Mary A. Stichel* (SEAL)  
MARY A. STICHEL

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

I HEREBY CERTIFY, that on this 24th day of June, 1955, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary A. Stichel, widow, the above named Grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.



*Mary A. Stichel*  
NOTARY PUBLIC

*My commission expires May 6, 1957*

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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber ISD No. 29 Folio 372 a Small Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of October in the year nineteen hundred and sixty-eight.

*Charles W. Cecil*  
Charles W. Cecil  
Clerk of the Circuit Court

*Filed Oct. 16, 1968*

*EXHIBIT #3  
OF TESTIMONY*

No 57323  
Re 19142 RECEIVED FOR RECORD Mar 21 1967

THIS DEED, made this 20 day of March, in the year nineteen hundred sixty-seven, by KENT NARROWS LAND AND DEVELOPMENT COMPANY, a Maryland corporation;

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 body corporate, Kent Narrows Land and Development Company, does hereby grant and convey an undivided one-half (1/2) interest in the following described real estate unto THOMAS EWING and MARY EWING, his wife, of Queen Anne's County, Maryland, as tenants by the entireties and not as tenants in common, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple; and an undivided one-half (1/2) interest in the following described real estate unto CARLTON FOSTER and RUTH FOSTER, his wife, of Queen Anne's County, Maryland, as tenants by the entireties and not as tenants in common, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple, said real estate being described as follows, to wit:

FIRST

ALL those two lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, near Grasonville, in the subdivision known as "Long Point", and designated as Lots 15 and 16 as shown on a plat entitled "Plat 2, Long Point, Fifth Election District, Queen Anne's County", by John W. Boutwell, Jr., registered surveyor, dated March, 1959, recorded the 23rd day of September, 1960, among the land records of Queen Anne's County aforesaid in Liber T.S.P. No. 56, folio 553, and also recorded in Plat Book T.S.P. No. 1, folio 73.

SECOND

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of said Queen Anne's County, adjacent to the land above described as "First", which is more particularly described as follows:

BEGINNING at a concrete monument at the end of the second line of the survey description of "Parcel No. 2" contained in the deed to said Kent Narrows Land and Development Company from Frances C. Legg, dated September 13, 1960 and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 56, folio 558; and running thence with the third and fourth lines



Filed Oct. 16, 1968

250



of said survey to the mean high water line of Chester River; thence meandering and binding on the mean high water line of Chester River in a northerly, northwesterly direction to the southeastern corner of the land above described as "First", which is also the southeastern corner of Lot No. 15 as shown on "Plat 2, Long Point", referred to in the description of "First", above; thence with the southern line of said Lot No. 15 westerly to the road known as Long Point Drive, shown on said "Plat 2, Long Point, Fifth Election District, Queen Anne's County, Maryland"; thence running and binding with the eastern edge of said "Long Point Drive" as the same is described in a right of way grant or deed from Scot Point Lodge, Inc., to Kent Narrows Land and Development Company, dated September 15, 1960, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 56, folio 561, for a distance of 1,510.17 feet until the same intersects the aforementioned second line of the survey description of "Parcel No. 2" contained in the aforementioned deed from Frances C. Legg; thence with said second line to the place of beginning.

BEING parts of "Parcel No. 2" granted to said corporation by Frances C. Legg, single, by deed dated September 13, 1960, and recorded among said land records in Liber T.S.P. No. 56, folio 558.

SUBJECT, nevertheless, to the restrictive covenants and conditions set forth in a deed dated September 13, 1960, from Kent Narrows Land and Development Company to Frances Legg, and recorded among said land records in Liber T.S.P. No. 56, folio 554, said restrictive covenants and conditions being hereby incorporated in this deed by reference as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining; and ESPECIALLY TOGETHER WITH the right of ingress and egress to and from the above described lands, in common with others, by, from and across a fifty (50)

- 2 -

LIBER 27 PAGE 313  
LIBER 5 PAGE 343

foot wide street or roadway as same extends from the presently designated U. S. Route 50-301 and/or the Jackson Creek public road to the Long Point Road as set out on the aforesaid plat entitled "Plat 2, Long Point, Fifth Election District, Queen Anne's County, Maryland," over the lands of or formerly of the Kent Narrows Land and Development Company, and over the lands of or formerly of Scot Point Lodge, Inc., as the same is more fully described in a right of way grant or deed from Scot Point Lodge, Inc., to Kent Narrows Land and Development Company, dated September 15, 1960, and recorded among said land records in Liber T.S.P. No. 56, folio 561.

TO HAVE and TO HOLD an undivided one-half (1/2) interest in the said lots and parcels of land and premises unto and to the use of the said Thomas Ewing and Mary Ewing, his wife, as tenants by the entireties and not as tenants in common, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple, forever, and an undivided one-half (1/2) interest in the said lots and parcels of land and premises unto and to the use of the said Carlton Foster and Ruth Foster, his wife, as tenants by the entireties and not as tenants in common, their assigns and the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Kent Narrows Land and Development Company, a Maryland corporation, does hereby covenant that it has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said land as may be requisite.

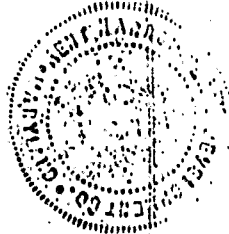
WITNESS the hand and seal of the said Grantor:

TEST:

KENT NARROWS LAND AND DEVELOPMENT COMPANY

Katherine C. O'Neal

By: Theodore Sanford  
Theodore Sanford, President



ATTEST (as to corporate seal):

Harry H. Necks  
Harry H. Necks,  
Secty.-Treas.

STATE OF MARYLAND )  
) To Wit:  
QUEEN ANNE'S COUNTY )

On this 20 day of March, 1967, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Theodore Sanford who acknowledged himself to be the President of Kent Narrows Land and Development Company, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.



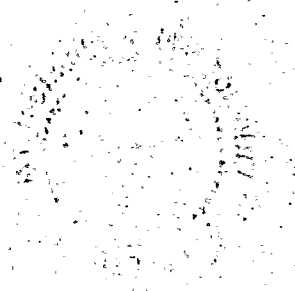
Katherine C. O'Neal  
Katherine C. O'Neal  
Notary Public  
My Commission Expires July 1, 1967.



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

I HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber 344 No. 27, Folio 312, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of October in the year nineteen hundred and sixty-eight.

  
Charles W. Cecil

Charles W. Cecil  
Clerk of the Circuit Court

*E. L. D. A.*

*File Oct. 16 1968*

LIBER

5 PAGE 345

6

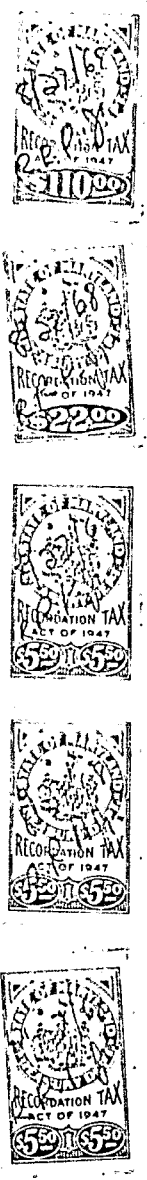
No. 60121  
Re 26024 RECEIVED FOR RECORD Aug 27, 1968 at 10:40 A.M.

THIS DEED, made this 5<sup>th</sup> day of August, in the year nineteen hundred and sixty-eight, by and between Kent Narrows Land and Development Company, a Maryland corporation, party of the first part; and Thomas Ewing and Mary Ewing, his wife, and Carlton Foster and Ruth Foster, his wife, of Queen Anne's County, State of Maryland, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey an undivided one-half (1/2) interest in the following described real estate unto Thomas Ewing and Mary Ewing, his wife, of Queen Anne's County, Maryland, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple; and an undivided one-half (1/2) interest in the following described real estate unto Carlton Foster and Ruth Foster, his wife, of Queen Anne's County, Maryland, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, said real estate being described, as follows, to wit:

ALL those lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, near the Town of Grasonville, and more particularly described, as follows, to wit:

PARCEL NO. 1 - BEGINNING, for the first thereof, at a point on the centerline of a 30 foot wide way leading into the 22 acre tract of land owned by B. E. F., Inc. a body corporate, by Deed dated February 7, 1966, said point being North 55 degrees 07 minutes West, 162.80 feet from the beginning point of said 22 acre tract conveyed to B. E. F., Inc. and running (1) thence by and with the division line of various lots of land as set forth on a plat recorded in W. H. C. 7, folio 88, the two following courses and distances, North 24 degrees 27 minutes East, 528.00 feet to a concrete monument and North 40 degrees 00 minutes East 28.00 feet to a concrete monument set at the South-easterly corner of Lot No. 19, (2) thence by and with the lines of Lot No. 19 the two following courses and distances, North 50 degree 00 minutes West, 200.50 feet to a concrete monument and North 40 degrees 00 minutes East, 100.20 feet to a concrete monument set at the Northwesterly corner of said Lot No. 19; (3) thence by and with a division line North 64 degrees 29 minutes West, 265.4 feet to a concrete monument set on the easterly division line of B. E. F., Inc., said monument being



ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

Filed Oct 16, 1968

3.00

South 13 degrees 23 minutes West, 40.00 feet from a concrete monument set at the northeasterly corner of the aforementioned land of B. E. F., Inc.; (4) thence by and with the easterly line of said land of B. E. F., Inc. South 13 degrees 23 minutes West, 676.00 feet to the center line of the aforementioned 30 foot Road leading into the tract of land owned by B. E. F., Inc. (5) thence by and with the centerline of the aforementioned 30 foot wide road, South 55 degrees 07 minutes East, 216.00 feet to the point of beginning. Containing 5.09 acres of land, more or less.

SUBJECT, to a right of ingress and egress reserved to Mary A. Stichel Weiss in a deed dated June 24th, 1955, and recorded in Liber TSP No. 22, folio 372, of the Land Records of Queen Anne's County.

PARCEL NO. 2 - BEGINNING for the second thereof, at a concrete monument set at the northeasterly corner of the 22 acre tract owned by B. E. F., Inc., and running (1) thence by and with the easterly line of said land of B. E. F., Inc. South 13 degrees 23 minutes West 40.00 feet to a point; (2) thence by and with the northerly line of the first parcel of land herein described, South 64 degrees 29 minutes East, 265.40 feet to a concrete monument set at the northeasterly corner of Lot No. 19; (3) thence by and with the Northwesterly line of Lots 20 and 21, North 40 degrees 00 minutes East, 159.20 feet to a concrete monument; (4) thence continuing with the Northerly line of Lots Nos. 21 and 1, North 81 degrees 15 minutes East, 195.50 feet to a concrete monument, thence continuing the same course, 45 feet, more or less (total distance 240.5 feet more or less) to the mean high water line of the Chester River; (5) thence meandering and binding on the mean high water line of the Chester River in a Northerly, Northwesterly direction to the end of "Long Point" and to the waters of Muddy Creek; (6) thence taking up the centerline of Muddy Creek and meandering with the same Southerly to a point described as being the northwesterly corner of the 22 acre tract of land owned by B. E. F., Inc. and the northeasterly corner of, or formerly of,

the lands of J. Rodney King; (7) thence by and with the outline of said tract owned by B. E. F., Inc. South 69 degrees 07 minutes East, by and with the centerline of a forty foot wide canal to a hub set on the easterly end of the aforementioned canal; (8) thence continuing with the outline of said tract owned by B. E. F., Inc. South 72 degrees 57 minutes East 44.50 feet to a concrete monument, thence continuing on the same course for a distance of 240.00 feet (total distance 284.50 feet) to the point of beginning.

SAVE AND EXCEPT from said Parcel No. 2 the following land:

(1) All that tract or parcel of land granted and conveyed by Kent Narrows Land and Development Company unto Thomas Ewing, et al, by deed dated March 20th, 1967, and recorded in Liber CWC No. 27, folio 312, of the Land Records of Queen Anne's County.

(2) All those lots or parcels of land that are designated in the Subdivision known as "Long Point" as shown on a Plat entitled, "Plat 2, Long Point, Fifth Election District, Queen Anne's County," by John W. Boutwell, Jr., registered surveyor, dated March, 1959, and recorded the 23rd day of September, 1960, among the Land Records of Queen Anne's County in Liber TSP No. 56, folio 553, and in Plat Book TSP No. 1, folio 73, as Lot Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 41, 45, 46, 51 and 58.

BEING the remainder of the land granted and conveyed unto Kent Narrows Land and Development Company, a body corporate, by deed dated the 24th day of June, 1955, from Mary A. Stichel, widow (now Mary A. Stichel Weiss) and recorded in Liber TSP No. 22, folio 372, 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, roads, ways, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

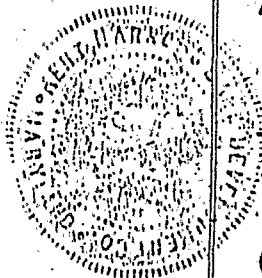
TO HAVE AND TO HOLD an undivided one-half (1/2) interest in the said lots and parcels of land and premises, unto and to the use of the said Thomas Ewing and Mary Ewing, his wife, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever; and an undivided one-half (1/2) interest in the said lots and parcels of land and premises, unto and to the use of the said Carlton Foster and Ruth Foster, his wife, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said party of the first part, Kent Narrows Land and Development Company, a body corporate, by Blondine Sanford, its President, does hereby covenant that it will execute such further assurances of said land as may be requisite.

WITNESS the hand of the said Andrew Sanford,  
President of Kent Narrows Land and Development Company, a  
body corporate, and its corporate seal hereto attested.

ATTEST:

KENT NARROWS LAND AND DEVELOPMENT  
COMPANY



Carroll H. Welch  
Secretary

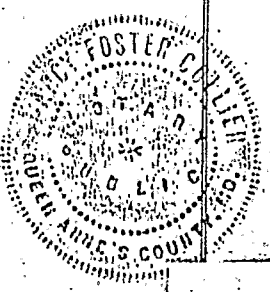
BY: Andrew Sanford  
President

(Place Corporate Here)

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

I HEREBY CERTIFY, that on this 36 day of August, 1968,  
before me, the Subscriber, a Notary Public of the State and  
County aforesaid, personally appeared Andrew Sanford,  
President, of Kent Narrows Land and Development Company, a body  
corporate, and as such, he did acknowledge the foregoing  
Deed to be the act of said body corporate.

WITNESS my hand and Notarial Seal.



Foster Collier  
Notary Public

My commission expires: 7-1-69

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

I HEREBY CERTIFY, that the foregoing was truly  
taken and copied from Liber CWC No. 36, Folio 647,  
a Land 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 10th day of October  
in the year nineteen hundred and  
sixty-eight.

Charles W. Cecil  
Charles W. Cecil  
Clerk of the Circuit Court

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

"Exhibit E"  
Filed Oct 16/1968

7

THOMAS EWING and : IN THE  
 MARY EWING, his wife, :

and

CARLTON FOSTER and : CIRCUIT COURT  
 RUTH FOSTER, his wife, :

COMPLAINANTS

vs.

LYDIA ETTA TALLAY, and : FOR  
 her unknown heirs, executors, :  
 administrators and all other :  
 persons, their heirs, execu- :  
 tors, administrators, who :  
 could claim any interest : QUEEN ANNE'S COUNTY  
 in the real estate mentioned :  
 in these proceedings or who :  
 could claim to hold a lien :  
 or encumbrance on the real : IN EQUITY  
 estate mentioned in these :  
 proceedings.

Addresses Unknown.

RESPONDENTS. : NO. 4990

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 the Chester River Steamboat Company of Baltimore City, by deed dated August 3, 1898, and recorded on August 12, 1898, in the Land Records of Queen Anne's County, in Liber W. H. C. No. 8, folio 187, did grant and convey unto Lydia Etta Tallay, a parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, designated as Lot No. 22 on a plat entitled, "Subdivision of Part of Property of Chester River Steamboat Co. of Baltimore, at Jackson Creek, Queen Anne's County," by S. J. Martinet and Co., dated December 1, 1897, and recorded among the Land Records of Queen Anne's County, in Liber W. H. C. No. 7, folio 88, and 89, a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit A".

(3) That a diligent search of the Land Records of Queen Anne's County, the records of the Registrar of Wills office of Queen Anne's County, and the assessment records of Queen Anne's County fails to reveal any evidence of transfer or any record of the land described in "Exhibit A" from August 3, 1898 to date.

(4) That the Manor Real Estate and Trust Company by deed dated October 27, 1939, and recorded on April 1, 1940, in the Land Records of Queen Anne's County, in Liber ASG Jr. No. 2, folio 448, did grant and convey unto Otto Stichel and

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

Mary A. Stichel, his wife, all the lands constituting the remaining lots as set forth on the plat of the Chester River Steamboat Co., said lots and roads surrounding the aforesaid Lot No. 2, a certified copy of said deed is filed herewith and made a part hereof and marked "Exhibit B".

(5) That the said Otto Stichel and Mary Stichel, his wife, did enter into possession of said lands described in "Exhibit B" and further did enter into possession of Lot No. 22, as of the date of conveyance and did hold said Lot No. 22 openly, notoriously, and adversely, occupying the same against the claim of the above named Respondents or anyone claiming through them.

(6) That Mary A. Stichel, the said Otto Stichel, being deceased, as surviving widow, did by deed dated June 24, 1955, in the Land Records aforesaid at Liber T. S. P. No. 22, folio 372, did grant and convey all of Lot No. 22 unto the Kent Narrows Land and Development Co., a certified copy of said deed being filed herewith and made a part hereof, and marked "Exhibit C" and said Kent Narrows Land and Development Co. did enter into possession of said Lot No. 22 on the date of conveyance and did hold the same openly, notoriously and adversely, occupying the same against the claim of the above named Respondents or anyone claiming through them.

(7) That the Kent Narrows Land and Development Company by two deeds did grant and convey Lot No. 22 unto the Complainants, herein, said deeds being (1) dated March 20, 1967, recorded on March 21, 1967, in Liber C. W. C. No. 27, folio 312, and (2) dated August 27, 1968, recorded on August 27, 1968, in Liber C. W. C. No. 36, folio 647, of the Land Records aforesaid, certified copies of said deeds being filed herewith and made a part hereof, and marked respectively "Exhibit D" and "Exhibit E".

(8) That the Complainants herein on the respective dates of conveyance to them of Lot No. 22 have held the same openly, notoriously and adversely occupying the same against the claim of the above named Respondents or anyone claiming through them, until the date of the filing of the Bill of Complaint herein.

(9) That said Lot No. 22 is now in possession of the Plaintiffs, but they have been advised they cannot deliver a merchantable title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to same shall be vested in your Complainants, unencumbered by claims of others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 16 day of October, 1968, 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 November, 1968, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of December, 1968, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the

relief demanded by the Plaintiffs.

FILED: October 16, 1968

Charles H. Cook  
CLERK.

THOMAS EWING, ET AL, : IN THE CIRCUIT COURT FOR  
COMPLAINANTS  
VS. : QUEEN ANNE'S COUNTY  
LYDIA ETTA TALLAY, ET AL,  
RESPONDENTS : IN EQUITY, NO. 4990

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Attorney for Thomas Ewing, et al, Petitioners, respectfully represents:

(1) That the Defendants, Lydia Etta Tallay, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs, executors or administrators, who could claim any interest in the real estate mentioned in these proceedings, 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 long since passed, the defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings herein.

(3) That your Petitioners are advised and therefore allege that they have a right to secure a decree pro confesso against the defendants, and that the papers be submitted to one of the examiners of this Court, so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a decree pro confesso may be granted by this Honorable Court, against Lydia Etta Tallay, deceased, and her unknown heirs, executors, administrators, and all other persons their heirs, executors and administrators, who, could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

(2) That the papers in this Cause may be submitted to one of the standing examiners of this Court, so that your Petitioners may take testimony in support of the allegations of the Bill of Complaint.

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

AND AS IN DUTY BOUND, ETC.

Robert R. Price, Jr.  
Robert R. Price, Jr.,  
Attorney for the Petitioners.  
103 Lawyer's Row  
Centreville, Maryland

Filed Jan 2, 1969



**LEGAL NOTICES**

**NOTICE**

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 4990

**COMPLAINANTS**

THOMAS EWING and MARY  
EWING, his wife,  
and  
CARLTON FOSTER and RUTH  
FOSTER, his wife,  
vs.

LYDIA ETTA TALLAY, and her  
unknown heirs, executors,  
administrators and all other  
persons, their heirs, executors,  
administrators, who could claim  
any interest in the real estate  
mentioned in these proceedings or  
who could claim to hold a lien or  
encumbrance of the real estate  
mentioned in these proceedings.  
Addresses Unknown.

**RESPONDENTS.**

**ORDER OF PUBLICATION**

The object of this suit is to  
procure a decree that the 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 the Chester River  
Steamboat Company of Baltimore  
City, by deed dated August 3,  
1898, and recorded on August 12,  
1898, in the Land Records of  
Queen Anne's County, in Liber  
W.H.C. No. 8, folio 187, did grant  
and convey unto Lydia Etta Tallay,  
a parcel of land situate, lying and  
being in the Fifth Election District  
of Queen Anne's County, State of  
Maryland, designated as Lot No. 22  
on a plat entitled, "Subdivision of  
Part of Property of Chester River  
Steamboat Co. of Baltimore, at  
Jackson Creek, Queen Anne's  
County," by S.J. Martinet and Co.,  
dated December 1, 1897, and  
recorded among the Land Records  
of Queen Anne's County, in Liber  
W.H.C. No. 7, folio 88, and 89, a  
certified copy of which deed is filed  
herewith and made a part hereof  
and marked "Exhibit A".

(3) That a diligent search of the  
Land Records of Queen Anne's  
County, the records of the  
Registrar of Wills office of Queen  
Anne's County, and the assessment  
records of Queen Anne's County  
fails to reveal any evidence of  
transfer or any record of the land  
described in "Exhibit A" from  
August 3, 1898 to date.

(4) That the Manor Real Estate  
and Trust Company by deed dated  
October 27, 1939, and recorded on  
April 1, 1940, in the Land Records  
of Queen Anne's County, in Liber  
ASG Jr. No. 22, folio 448, did grant  
and convey unto Otto Stichel and  
Mary A. Stichel, his wife, all the  
lands constituting the remaining  
lots as set forth on the plat of the  
Chester River Steamboat Co., said  
lots and roads surrounding the  
aforesaid Lot No. 2, a certified  
copy of said deed is filed herewith  
and made a part hereof and marked  
"Exhibit B".

(5) That the said Otto Stichel  
and Mary Stichel, his wife, did  
enter into possession of said lands  
described in "Exhibit B" and  
further did enter into possession of  
Lot No. 22, as of the date of  
conveyance and did hold said Lot  
No. 22 openly, notoriously, and  
adversely, occupying the same  
against the claim of the above  
named Respondents or anyone  
claiming through them.

(6) That Mary A. Stichel, the  
said Otto Stichel, being deceased, as  
surviving widow, did by deed dated  
June 24, 1955, in the Land Records  
aforesaid at Liber T.S.P. No. 22,  
folio 372, did grant and convey all  
of Lot No. 22 unto the Kent  
Narrows Land and Development  
Co., a certified copy of said deed  
being filed herewith and made a  
part hereof, and marked "Exhibit  
C" and said Kent Narrows Land  
and Development Co. did enter into  
possession of said Lot No. 22 on  
the date of conveyance and did  
hold the same openly, notoriously  
and adversely, occupying the same  
against the claim of the above  
named Respondents or anyone  
claiming through them.

(7) That the Kent Narrows Land  
and Development Company by two  
deeds did grant and convey Lot No.  
22 unto the Complainants, herein,  
said deeds being (1) dated March  
20, 1967, recorded on March 21,  
1967, in Liber C.W.C. No. 27, folio  
312, and (2) dated August 27,  
1968, recorded on August 27,  
1968, in Liber C.W.C. No. 36, folio  
647, of the Land Records aforesaid,  
certified copies of said deeds being  
filed herewith and made a part  
hereof, and marked respectively  
"Exhibit D" and Exhibit E".

(8) That the Complainants  
herein on the respective dates of  
conveyance to them of Lot No. 22  
have held the same openly,  
notoriously and adversely  
occupying the same against the

claim of the above named  
Respondents or anyone claiming  
through them, until the date of the  
filing of the Bill of Complaint  
herein.

(9) That said Lot No. 22 is now  
in possession of the Plaintiffs, but  
they have been advised they cannot  
deliver a merchantable title to said  
lands until said title is cleared by  
Order of this Court, whereupon it  
shall be decreed that title to same  
shall be vested in your  
Complainants, unencumbered by  
claims of others.

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

IT IS THEREUPON  
ORDERED, by the Circuit Court  
for Queen Anne's County, this 16th  
day of October, 1968, 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 November, 1968, shall give  
notice to the Respondents,  
addresses unknown, of the  
substance and object of the Bill of  
Complaint, and to appear in the  
Circuit Court for Queen Anne's  
County, on or before the 23rd. day  
of December, 1968, and file their  
answer or other initial pleading in  
the Clerk's Office of said Court, at  
Centreville, Maryland; otherwise, a  
decree pro confesso and/or a final  
decree may be entered for the relief  
demanded by the Plaintiffs.

FILED: October 16, 1968

Charles W. Cecil

CLERK

True Copy  
Test: Charles W. Cecil, Clerk  
4-11-14

NOTICE

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., JAN. 2, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the NOTICE

in the case/estate of THOMAS EWING & CARLTON FOSTER  
vs. LYDIA ETTA TALLAY

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 NOV 68, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 24TH day of NOV 68,  
1968, and the last insertion on the 14TH day of NOV 68,

THE RECORD-OBSERVER CORPORATION

By *W. H. H. H. H.*

*Filed Jan 2, 1969*

LIBER PAGE 354

10

THOMAS EWING, ET AL, : IN THE CIRCUIT COURT FOR  
COMPLAINANTS

VS. : QUEEN ANNE'S COUNTY

LYDIA ETTA TALLAY, ET AL,  
RESPONDENTS. : IN EQUITY, NO. 4990

ORDER OF COURT

That foregoing Petition having been read and considered, and it appearing that the Defendants, Lydia Etta Tallay, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs, executors or administrators, who could claim any interest in the real estate mentioned in these proceedings, 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 2 day of January, 1969, 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, Lydia Etta Tallay, deceased, and her unknown heirs, executors, administrators, and all other persons their heirs, executors or administrators who could claim any interest in the real estate mentioned in these proceedings who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, but because it does not certainly appear to what relief the Petitioners are entitled, it is further ORDERED and ADJUDGED that leave be granted to the Petitioners to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

B. Hackett Turner Jr.  
JUDGE.

RECORD-OBSEVAER

Filed Jan 2, 1969

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

20100  
1001 20100

11  
/

THOMAS EWING, ET AL, : IN THE CIRCUIT COURT FOR  
COMPLAINANTS : QUEEN ANNE'S COUNTY  
VS. : IN EQUITY  
LYDIA ETTA TALLAY, ET AL, : NO. 4990  
RESPONDENTS. :

DEPOSITION

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 Plaintiff, did, at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on Thursday, January 2nd, 1969, and on Monday, January 20th, 1969, after swearing in the witnesses, Mary A. Stichel Weis and Carlton L. Foster, and the Stenographer, Marcy F. Collier, proceed to take their depositions.

Edward Turner

Examiner.

Filed Jan 29, 1969

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW

dep Mary A. Stichel Weis, witness, after being sworn in, did dep  
depose and say:

- Q. State your name and address.
- A. Mary A. Weis, 305 Still Water Road, Baltimore, Maryland, #21212.
- Q. Prior to your marriage to Mr. Weis, were you married to Otto Stichel?
- A. Yes.
- Q. When were you married to Otto Stichel?
- A. Forty-one years ago, September 15th, 1927.
- Q. How did the marriage to Mr. Stichel end?
- A. By his death in 1951.
- Q. In 1939, did you and Mr. Stichel purchase a tract of land from Manor Real Estate and Trust Company?
- A. Yes, it was known as Long Point.
- Q. I show you a deed and ask you to identify it.
- A. It is a deed from Manor Real Estate and Trust Company to Otto Stichel and myself describing the tract of land near Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland.
- (Petitioner's Testimony Exhibit #1) - (Exhibit B in Bill)
- Q. Mrs. Weis, in this deed certain lots were excepted and reserved to the Seller. Is Lot No. 22 one of these lots?
- A. Yes, these lots had been sold off the tract prior to our purchase.
- Q. Were you advised at the time of your purchase that Lot #22 wasn't to be conveyed to you?
- A. No, and we tried to get it cleared up, but we could not find the people. Mr. Vachel A. Downes also checked on it for the Scot Point Lodge people. We knew we didn't own it, but we owned all around it.
- Q. Did you and Mr. Stichel enter possession of all this land on October 27, 1939?
- A. Yes, the part we bought and got a deed for and also Lot No. 22.
- Q. Did you enter into possession of Lot No. 22 in 1939?
- A. When we bought it Otto said he wanted the title cleared, but we never got it cleared, but we treated it the same as the land we got title to.
- Q. Did you treat Lot No. 22 as belonging to you?
- A. Yes, our land was all around it and no one had heard of anybody owning or claiming it.

Q. Did you pay the taxes on it?

A. Yes, it was included in our tract.

Q. While you owned this land did anyone ever claim it?

A. No, we never heard of anyone who ever claimed it or who was interested in it.

Q. What use was made of this land?

A. No use, we just took care of it. Every year we got the fire department to burn it off, every spring and fall. It was treated the same as all our other land. There was no road to it, and you couldn't tell where it was from our other land.

Q. Mrs. Weis, I show you a plat and ask you if this plat is a part of the property you purchased in 1939?

A. Yes, it is.

(Petitioner's Testimony Exhibit #2)

Q. On this plat there is a triangular shaped piece of property marked in black, is this Lot No. 22?

A. Yes, that is the lot and the roads on the plat were never put in.

Q. Was Lot No. 22 a portion of this property that was sold to Kent Narrows Land and Development Company and described in a deed dated June 24th, 1955?

A. Yes, we sold it along with the other land.

Q. I show you a deed from Mary A. Stichel, widow, to Kent Narrows Land and Development Co., and ask you if this land was included in this deed?

A. Yes.

(Petitioner's Testimony Exhibit #3) - (Exhibit C of Bill)

Q. Mrs. Weis, after 1955, did you continue to own Lots 20, 21 and part of 1 as shown on Petitioner's Testimony Exhibit #2?

A. Yes, I continued to own a portion of #1 and Lots 20 and 21 until the fall of 1968 and on these properties I had a home, where I lived in the summertime and on weekends.

Q. Since 1955, until October 1968, do you know if anyone except Kent Narrows Land and Development Company has ever made claim to Lot No. 22?

A. No, I understand they sold a part of their land that included a part of Lot 22 to Tommy Ewing and Carlton Fosters some years ago and that this summer Tommy and Carlton purchased the remainder of the Kent Narrows Land and Development Company lands and now they own all of Lot No. 22, but no one else has ever used or claimed Lot No. 22.

Q. Is Lot No. 22 improved?

A. No, there are no buildings or anything else on it.

- Q. Would you state whether you and your husband from 1939 to the date of your sale in 1955, treated Lot No. 22 as your own and claimed open notorious title against the owners or anyone else?
- A. Yes, we treated it the same as the rest of our land, we took possession of it and cleared it the same as our other property, it was in the center of our other property.
- Q. From your living next door have you observed from 1955 to date whether the present owners have treated Lot No. 22 as their property?
- A. There has been no change since we sold it as Kent Narrows Land and Development Company and Carlton Foster and Tommy Ewing have treated it the same as their surrounding property.
- Q. Have you ever/heard of a lady by the name of Lydia Etta Talley?
- A. Never. Mr. Downes tried to find out about her, but no one had ever heard of her or any heirs.
- Q. Have any of her heirs, executors, creditors ever tried to claim this lot?
- A. No, nobody ever has.

Carlton L. Foster, second witness, after being sworn in, did depose and say:

- Q. State your name and address.
- A. Carlton L. Foster, Stevensville, Maryland.
- Q. Do you, at the present time, have any interest in Lot No. 22, as shown on Plaintiff's Testimony Exhibit #2?
- A. Yes, I do, I purchased one-half of Lot No. 22 with Thomas Ewing and our wives on March 20, 1967, from Kent Narrows Land and Development Company. This would be the Northerly one-half and Mr. Ewing and I along with our wives purchased the remaining one-half of Lot No. 22 on August 27, 1968, from the Kent Narrows Land and Development Company. Today, by virtue of these two deeds, we own the entirety of Lot No. 22.
- Q. Did you purchase the land surrounding Lot No. 22?
- A. Yes, we did by the same two deeds I spoke of before. Since that date we purchase part of Lot Nos. 1, 20 and 21 from Mary A. Weis. We now own all of the land surrounding this lot.
- Q. On Plaintiff's Testimony Exhibit #1, there are roads; are these paper roads or have they been constructed?
- A. Only the road designated as Jackson Creek Road on the East side of plat has been a public road for many years, but none of the other roads shown on the plat were ever constructed.

- Q. Is there any way that a person can physically locate Lot No. 22 on the ground?
- A. No, it is low land, subject to being grown up in marsh grass. There are no improvements on this property. Every year the grass is burned off and this is the only use of this property.
- Q. Since March, 1967, has anyone claimed title on Lot No. 22 by deed or right of possession?
- A. No, we acquired Lot No. 22, as I spoke of above, and paid taxes on it and have treated it in the same manner as the land we purchased from Kent Narrows Land and Development Company.
- Q. Do you know of anyone by the name of Lydia Etta Tallay?
- A. No, I had never heard of her before these proceedings.
- Q. Do you and the other owners hold this property openly, and notoriously claim this Lot No. 22 to be your property?
- A. Yes, we purchased it from Kent Narrows Land and Development Company and have always treated it as our property in every respect.

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

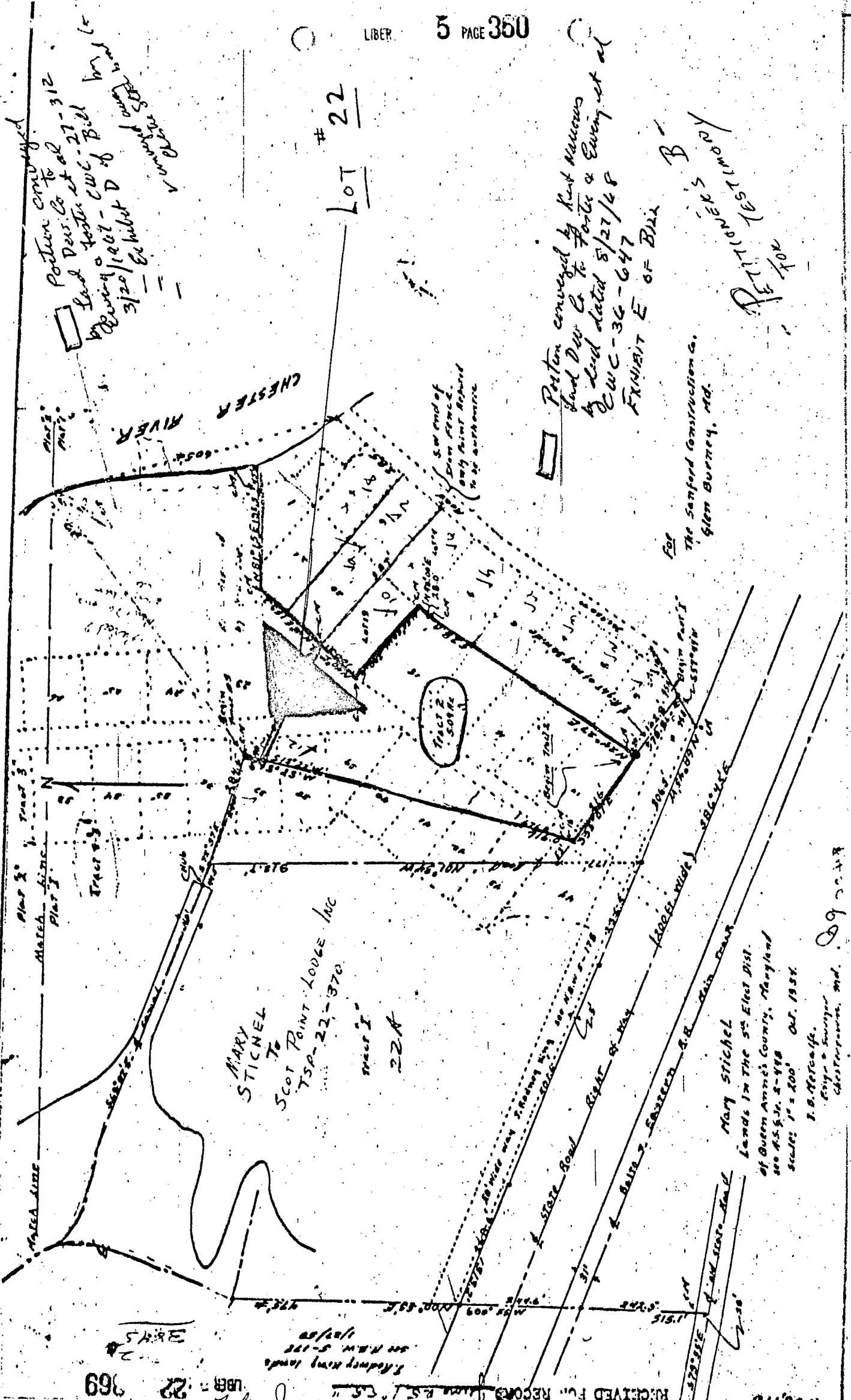
Edward Turner, Examiner-----	\$ 10.00
Witnesses waived fee	
Marcy F. Collier, Stenographer-----	<u>15.00</u>
	\$ 25.00

And I do further certify that said deposition of Mary A. Weis was commenced at 10:30 A.M. on January 2nd, 1969, and completed at 11:30 A.M., and the said deposition of Carlton L. Foster was commenced at 10:00 A.M. and completed at 10:45 A.M. on January 20th, 1969.

Edward Turner  
EXAMINER.

FOR EXAMINER'S EXHIBITS Nos. 1 and 3  
filed January 29, 1969,  
SEE PETITIONERS' EXHIBITS Nos. B and  
C filed October 16, 1968.

*Filed Jan. 29, 1969*



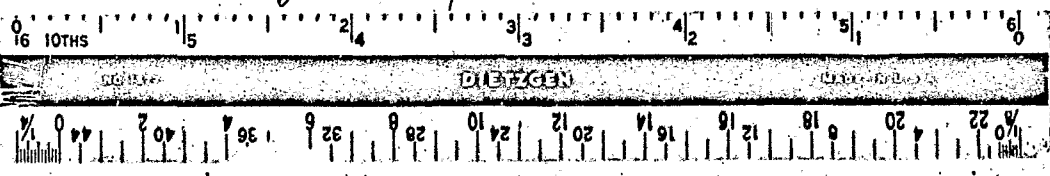
Portion conveyed  
 to  
 Poston covered by  
 deed DWS Co to  
 Foster & Ewing et al  
 dated 5/27/68  
 CWC-36-647  
 EXHIBIT E OF BILL

Portion covered by  
 deed DWS Co to  
 Foster & Ewing et al  
 dated 5/27/68  
 CWC-36-648  
 EXHIBIT E OF BILL

FOR  
 THE SANFORD CONSTRUCTION CO.  
 GLEN BURNIEY, MD.

RETTI 1651100  
 FOR

969 22  
 RECEIVED FOR RECORDS  
 JAN 29 1968  
 LIBER 22



MARY STICHEL  
 Lands in the 5th Elect Dist.  
 of Queen Anne's County, Maryland  
 see N.W. 5-128  
 800 A.S. 21. 2-448  
 scale: 1" = 100' Oct. 1954  
 I. B. McCallie,  
 Engineer and  
 Chester, Md.

29 20 17



12/

THOMAS EWING, ET AL, : IN THE CIRCUIT COURT FOR  
COMPLAINANTS :  
VS. : QUEEN ANNE'S COUNTY.  
LYDIA ETTA TALLAY, ET AL, :  
RESPONDENTS : IN EQUITY, NO. 4970

DECREE

THE above Cause standing ready for hearing and being submitted without argument, the Bill of Complaint, testimony and all other proceedings were, by the Court, read and considered:

IT IS THEREUPON this 11<sup>th</sup> day of March, 1968, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Thomas Ewing and Mary Ewing, his wife, and Carlton Foster and Ruth Foster, his wife, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against Lydia Etta Tallay, deceased, and her 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 hereinbelow described, as follows, to wit:

"A parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, designated as Lot No. 22 on a plat entitled, "Subdivision of Part of Property of Chester River Steamboat Co. of Baltimore, at Jackson Creek, Queen Anne's County, " by S. J. Martinet and Co., dated December 1, 1897, and recorded among the Land Records of Queen Anne's County, in Liber W. H. C. No. 7, folio 88 and 89."

(2) Lydia Etta Tallay, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance in the real estate mentioned in these proceedings are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

B. Hackett Turner Jr.  
JUDGE.

Filed March 12, 1969

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on this twenty-second day of October, in the year nineteen hundred and sixty-eight, the following Petition for Foreclosure was brought to be recorded, to wit:-

PETITION FOR FORECLOSURE

FIRST FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE	*	CIRCUIT COURT
vs	*	OF
I. FRANKLIN HOWARD and	*	QUEEN ANNE'S COUNTY
STELLA M. HOWARD, his wife	*	
	* * *	

*Chy no 4993*

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 2nd day of April A.D. 1966 the defendant executed and delivered to Occident Federal Savings and Loan Association of Baltimore City a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of \$10,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And that a default has occurred in the covenants and conditions of said Mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

*[Signature]*  
 O'Ferrall & O'Ferrall  
 Suite 406 - One North Charles Street  
 Baltimore, Maryland 21201  
 PL-2-1228

Attorney for Plaintiff

*Filed Oct 22, 1968*

2/ Petitioners Exhibit No. 1

No. 55528

Re 15009 DECEASED FOR RECORD Apr 5 1966

**This Mortgage**, made this 7<sup>th</sup> day of April in the year one thousand nine hundred and sixty-six, between I. FRANKLIN HOWARD, JR., and STELLA M. HOWARD, his wife,

of Queen Anne's County, in the State of Maryland, Mortgagor s 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 I. Franklin Howard, Jr. and Stella M. Howard, his wife,

the sum of TEN THOUSAND and 00/100 ----- \$10,000.00 ----- DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor s 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 SEVENTY-ONE and 64/100 ----- \$71.64 ----- 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

I. Franklin Howard, Jr., and Stella M. Howard, 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 those two (2) lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "First Revised Edition of The Second Section of Kent Island Estates," by J.B. Metcalfe, registered surveyor, dated January, 1951, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 191, and more particularly known and designated as Lots Nos. 17 and 19, Block D, of the Second Section of Kent Island Estates.

BEING the same lot of ground described in a deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto from Ear R. Quandt and Ruby C. Quandt, his wife, to I. Franklin Howard, Jr. and Stella M. Howard, his wife, the mortgagors herein.

Filed Oct 22, 1968

At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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, ~~during the residue of the term of years yet to come and to be paid therein, with the right and benefit of removal of said term forever, subject to the payment of the same in fee simple.~~

If, 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 themselves, 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, windstorm 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 Mortgagors 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 Mortgagors 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 foreclosure proceedings, but not less than One Hundred ---- \$100.00 ----- 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 hands and seals of the said Mortgagors .

WITNESS:

*[Signature]*  
John P. O'Ferrall

*[Signature]* [SEAL]  
I. Franklin Howard, Jr.  
*[Signature]* [SEAL]  
Stella M. Howard  
[SEAL]  
[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 7<sup>th</sup> day of April, 19 66, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared

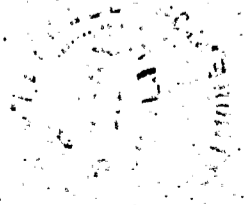
I. FRANKLIN HOWARD, JR. and STELLA M. HOWARD, his wife,

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.

*[Signature]*  
John P. O'Ferrall Notary Public.



3/

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

FIRST FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE	*	CIRCUIT COURT
vs	*	OF
I. FRANKLIN HOWARD and	*	QUEEN ANNE'S COUNTY
STELLA M. HOWARD, his wife	*	Docket Folio
	* * *	

MILITARY AFFIDAVIT

State of Maryland, City of Baltimore, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HUGH C. McCLUNG, Vice President of First Federal Savings and Loan Association of Baltimore and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

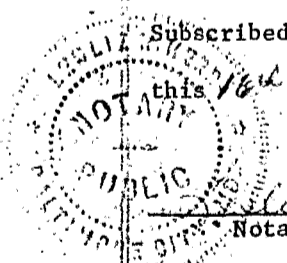
(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

*Hugh C. McClung*  
HUGH C. McCLUNG Affiant



Subscribed and sworn to before me this 16th day of April, 1968.

*R. K. ...*  
Notary Public

Filed Oct 22, 1968

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STATEMENT OF MORTGAGE CLAIM

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
I. FRANKLIN HOWARD and STELLA M. HOWARD, his wife	*	QUEEN ANNE'S COUNTY
	*	

STATEMENT OF MORTGAGE DEBT

Mortgage Loan dated April 4, 1966	\$ 10,000.00
Paid toward mortgage indebtedness	\$ 253.22
Paid into Expense Account	\$ 172.85
Balance	\$ 9,573.93
Interest for September, 1968	\$ 48.73
Total Due Association	\$ 9,622.66

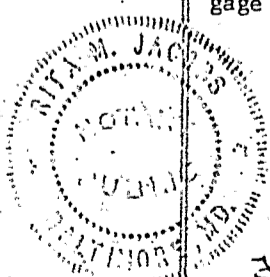
Hugh C. McClung, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I Hereby Certify, That on this 15<sup>th</sup> day of October, in the year one thousand nine hundred sixty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared HUGH C. McCLUNG, Vice-President of First Federal Savings and Loan Association of Baltimore, the plaintiff in the above entitled cause, and made oath in due form that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

Notary Public



Dated Oct 22, 1968

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE	*	CIRCUIT COURT
vs	*	OF
I. FRANKLIN HOWARD and	*	QUEEN ANNE'S COUNTY
STELLA M. HOWARD, his wife	*	<i>Chy 4993</i>
	*	_____ TERM, 19
	* * *	

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT, IS THEREUPON, This *23<sup>rd</sup>* day of *October*, in the year nineteen hundred and sixty-eight, by the Circuit Court of Queen Anne's County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned by sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JOHN P. O'FERRALL be and he is hereby appointed Trustee to made said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand and 00/100 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more that one week prior to sale, (Md. Rule W 74-2 (i), of the time, place, manner and terms of sale, which shall be cash, deposit of \$1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

*L. Herbert Turner*  
JUDGE

*Filed Oct 23, 1968*



RECEIVED FOR REG. Dec 20, 1968

(TRUSTEE'S BOND)

The Jeffersonian Print, Towson, Md.

### Know All Men by These Presents:

That we, JOHN P. O'FERRALL, One North Charles Street, Baltimore Md 21201

and THE FIDELITY & CASUALTY COMPANY OF NEW YORK of NEW YORK are held and

firmly bound unto the State of Maryland in the full and just sum of TEN-THOUSAND & 00/100-(\$10,000.00)

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of December in the year nineteen hundred and sixty-eight

QUEEN ANNE

WHEREAS, by decree of the Circuit Court for Baltimore County, sitting in Equity, passed in a cause in said court on the        day of        nineteen hundred and sixty-eight between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY complainants, and I. FRANKLIN HOWARD & STELLA M. HOWARD, his wife

respondents, the above bound JOHN P. O'FERRALL

has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

### Now The Conditions Of This Obligation Are Such

That if the above bounden JOHN P. O'FERRALL

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further 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

Rita J. Jackson  
as to Principal

Mary A. Upman  
Mary A. Upman-as to Surety

John P. O'Ferrall (SEAL)  
JOHN P. O'FERRALL

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

THE FIDELITY & CASUALTY COMPANY OF NEW YORK

Robert S. Zetzel (SEAL)  
Robert S. Zetzel - Attorney

Security approved and Bond  
filed Dec 20, 1968 Charles W. Child, 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 280, 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 December in the year nineteen hundred and sixty-eight.

Charles W. Ceel  
Clerk

FIRST FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE	*	CIRCUIT COURT
vs.	*	OF
I. FRANKLIN HOWARD and	*	QUEEN ANNE'S COUNTY
STELLA M. HOWARD, his wife	*	Docket C.W.C. 2, Folio 22
*	*	*

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of JOHN P. O'FERRALL, Trustee appointed by the decree in the above entitled cause to make sale of Lots 17 and 19, Block D, Second Section, Queen Anne's County, Maryland, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the QUEEN ANNE RECORD OBSERVER newspaper, published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 21st day of December, 1968, Saturday, at 1:30 P.M., attend on the premises and then and there sold to EARL R. QUANDT and RUBY C. QUANDT, his wife, the property known as Lots 17 and 19, Block D, Second Section, Queen Anne's County, Maryland, for \$9,150.00 in fee, they being then and there the highest bidders therefor.

John P. O'Ferrall  
JOHN P. O'FERRALL, Trustee

O'Ferrall & O'Ferrall, Solicitors  
406 Btaustein Building  
Baltimore, Maryland 21201

**TRUSTEE'S SALE OF VALUABLE FEE  
SIMPLE PROPERTY**

LOTS 17 & 19 KENT ISLAND ESTATES  
QUEEN ANNE'S COUNTY, MARYLAND

By virtue of a decree of the Circuit Court of Queen Anne's  
County (4993-EQUITY) the undersigned Trustee will sell, at public  
auction, on the premises, on

**SATURDAY, DEC. 21, 1968**

at 1:30 P. M.

all that lot of ground and the improvements thereon, situate in  
Queen Anne's County and described as follows:

ALL those two (2) lots or parcels of land situate, lying and  
being on Kent Island, in the Fourth Election District of Queen  
Anne's County, State of Maryland, set forth and shown on a plat  
entitled "First Revised Edition of The Second Section of Kent Island  
Estates," by J.B. Metcalfe, registered surveyor, dated January, 1951,  
recorded among the Land Records of Queen Anne's County in Liber  
T.S.P. No. 1 folio 191, and more particularly known and designated  
as Lots Nos. 17 and 19, Block D, of the Second Section of Kent  
Island Estates.

Improved by a one story frame rancher with carport; three  
bedrooms, living room, dining area, kitchen and bath; oil heat. Fee  
Simple.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit  
Court of Queen Anne's County. All expenses, including special  
paving tax, if any, to be adjusted to the day of sale. A cash deposit of  
\$1,000.00 will be required of the purchaser at the time and place of  
sale. Balance of purchase money to bear interest from the date of  
sale. Cost of all documentary stamps and transfer tax to be borne by  
the purchaser.

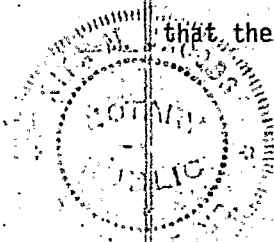
John P. O'Ferrall, Trustee

Joe Jackson,  
Auctioneer

4t-12-19

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of December, 1968, before me,  
the subscriber, a Notary Public of the State of Maryland, in and for Baltimore  
City, personally appeared JOHN P. O'FERRALL, Trustee, and made oath that the  
facts stated in the foregoing Report of Sale are true as therein set forth, and  
that the sale thereby reported was fairly made.



*Rita M. Jacobs*  
RITA M. JACOBS, NOTARY PUBLIC

*Filed Jan 6, 1969*

4

FIRST FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE	*	CIRCUIT COURT
vs.	*	OF
I. FRANKLIN HOWARD and	*	QUEEN ANNE'S COUNTY
STELLA M. HOWARD, his wife	*	Docket C.W.C. 2, Folio 22
* * *	*	*

AUCTIONEER'S AFFIDAVIT

WE, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

*Joe Jackson, Jr.*  
 \_\_\_\_\_  
 JOE JACKSON, JR., Auctioneer

SUBSCRIBED and sworn to before me, a Notary Public in and for Queen Anne's County by JOE JACKSON, JR., this 27th day of November, 1968.

*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

*[Circular Notary Seal]*

*Filed Jan 6, 1969*

2  
STATE OF MARYLAND, <sup>Queen Anne's Co.</sup> ~~CITY OF BALTIMORE~~, to wit:

I HEREBY CERTIFY, that on this <sup>28<sup>th</sup></sup> ~~21<sup>st</sup>~~ day of December, 1968,

before me, the subscriber, a Notary Public of the State of Maryland, in  
<sup>Queen Anne's Co</sup> and for ~~Baltimore City~~ personally appeared EARL R. QUANDT and RUBY C.

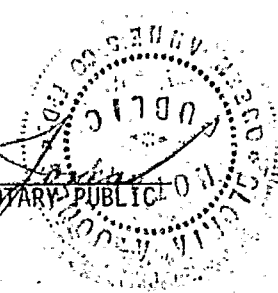
QUANDT, his wife, purchasers at the foreclosure sale in this cause, and made oath in due form of law that they are the purchasers and purchased same as principal and not as an agent for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said Lots 17 and 19, Block D, Second Section, Kent Island Estates, Queen Anne's County, Maryland, mentioned in the said Report of Sale.

Earl R. Quandt  
EARL R. QUANDT

Ruby C. Quandt  
RUBY C. QUANDT

PURCHASERS

Gloria A. [Signature]  
NOTARY PUBLIC



Filed Jan 6, 1969

ORDER NISI ON SALE

First Federal Savings & Loan Association of Baltimore

vs.

I. Franklin Howard and Stella M. Howard, his wife.

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

Cause No. 4993

ORDERED, this 6th day of January, 1969, that the sale of the real property, made and reported in this cause by John P. O'Ferrall, Trustee, be ratified and confirmed, 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 newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of January, 1969.

The report states the amount of sales to be \$ 9,150.00

Charles W Cecil Clerk

Filed Jan. 6, 1969

ORDER NISI

First Federal Savings & Loan Association of Baltimore

vs.

I. Franklin Howard and Stella M. Howard, his wife.

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

Cause No. 4993

ORDERED, this 6th day of January, 1969, that the sale of the real property, made and reported in this cause by John P. O'Ferrall, Trustee, be ratified and confirmed, 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 newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of January, 1969.

The report states the amount of sales to be \$9,150.00.

CHARLES W. CECIL, Clerk

True Copy

Test: Charles W. Cecil, Clerk

Filed Jan. 6, 1969

3t-1-30

Queen Anne's

RECORD-OBSERVER

February 6, 1969 Centreville, Md.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

I. Franklin Howard & Stella M. Howard in the case/estate of

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 30th day of January, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of January 1969, and the last insertion on the 30th day of January, 1969.

THE RECORD-OBSERVER CORPORATION

By [Signature]

Filed Feb 7, 1969

O'Ferrall & O'Ferrall, Solicitors  
406 Blaustein Building  
Baltimore, Maryland 21201

**TRUSTEE'S SALE OF VALUABLE FEE  
SIMPLE PROPERTY**

LOTS 17 & 19 KENT ISLAND ESTATES  
QUEEN ANNE'S COUNTY, MARYLAND

By virtue of a decree of the Circuit Court of Queen Anne's  
County (4993-FQUITY) the undersigned Trustee will sell, at public  
auction, on the premises, on

**SATURDAY, DEC. 21, 1968**

at 1:30 P. M.

all that lot of ground and the improvements thereon, situate in  
Queen Anne's County and described as follows:

ALL those two (2) lots or parcels of land situate, lying and  
being on Kent Island, in the Fourth Election District of Queen  
Anne's County, State of Maryland, set forth and shown on a plat  
entitled "First Revised Edition of The Second Section of Kent Island  
Estates," by J.B. Metcalfe, registered surveyor, dated January, 1951,  
recorded among the Land Records of Queen Anne's County in Liber  
T.S.P. No. 1 folio 191, and more particularly known and designated  
as Lots Nos. 17 and 19, Block D, of the Second Section of Kent  
Island Estates.

Improved by a one story frame rancher with carport; three  
bedrooms, living room, dining area, kitchen and bath; oil heat. Fee  
Simple.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit  
Court of Queen Anne's County. All expenses, including special  
paving tax, if any, to be adjusted to the day of sale. A cash deposit of  
\$1,000.00 will be required of the purchaser at the time and place of  
sale. Balance of purchase money to bear interest from the date of  
sale. Cost of all Documentary stamps and transfer tax to be borne by  
the purchaser.

John P. O'Ferrall, Trustee

Joe Jackson,  
Auctioneer

4t-12-19

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., ~~January~~ February 7, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Trustee's Sale

in the case/estate of Lots 17 & 19 Kent Island Estates

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 December, 1968, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of November  
1968, and the last insertion on the 19th day of Dec., 1968

THE RECORD OBSERVER CORPORATION

By Phil Carey

Feb - Feb 7, 1969

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BALTIMORE

vs.

I. FRANKLIN HOWARD, JR. and  
STELLA M. HOWARD, his wife

IN THE  
CIRCUIT COURT  
OF

QUEEN ANNE'S COUNTY

Docket Chy, #2 C.W.C. Folio 22  
Case No. 4993

ORDERED BY THE COURT, This 11<sup>th</sup> February, 1969, that the sale  
made and reported by the Trustee, on the 6th day of January, 1969, aforesaid,  
be and the same is hereby finally Ratified and Confirmed; no cause to the  
contrary having been shown, although due notice appears to have been given as  
required by the Order Nisi passed in said cause; and the Trustee allowed the  
usual commissions and such proper expenses as he shall produce vouchers for to  
the Auditor.

B. Hackett Turner Jr.  
JUDGE

Feb Feb 11, 1969

LIBEP

5 PAGE 375

14  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BALTIMORE

vs.

I. FRANKLIN HOWARD, JR., et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4993

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 John P. O'Ferrall, Trustee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of \$1,525.43.

2. That in the within account John P. O'Ferrall, Trustee and vendor, is charged with the proceeds of sale made by him, the adjustment of taxes and interest on unpaid balance of purchase money, and he is allowed thereafter his fee for his services and his commissions for making said sale, per terms of mortgage and Order of Court, the court costs in this cause, the maintenance charges for roads, 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 charges, the 1968-9 State and County taxes, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

February 27, 1969

*Filed Feb 27, 1969*



Cause No. 4993

The proceeds of the sale of land reported in this cause, in account with John P. O'Ferrall, Trustee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1969  
Feb. 11 By proceeds of the sale of said land, per report of said vendor, to wit:-----\$9,150.00  
By adjustment of State and County 1968-9 taxes, per settlement sheet----- 70.28  
By interest on unpaid balance of purchase money, per settlement sheet----- 85.55  
By total proceeds to be accounted for-----\$9,305.83

Dr.

To John P. O'Ferrall, Trustee, (and vendor), per terms of mortgage and Order of Court, to wit:  
1-His commissions for making sale on \$9,150.00, per terms of mortgage-\$607.50  
2-His fee for his services----- 100.00 \$707.50  
To do., for an amount paid Charles W. Cecil, Clerk, on court costs, per receipt exhibited, to wit:  
1-Advanced costs of Clerk-----\$ 15.00  
2-Appearance fee of John P. O'Ferrall, Attorney----- 10.00 25.00  
To do., for an amount due Charles W. Cecil, Clerk, for additional court costs, per statement of Clerk's exhibited, to wit: 24.00  
To do., for an amount paid on the Romancoke maintenance charges, for roads 1967-8, per settlement sheet, to wit:----- 40.00  
to do., for an amount paid Stanley-Schuchhardt, Inc., for the premium on the corporate surety bond filed by the vendor in this cause, per receipt exhibited, to wit:----- 40.00  
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:  
1-For publishing advertisement of sale-----\$ 78.13  
2-For publishing Order Nisi of Sale----- 14.00 92.13

February 27, 1969

1969

5 PAGE 377

*John P. O'Ferrall*  
Auditor

To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----- \$ 35.32

To do., for an amount paid William R. Wilson, III, Treasurer, for State and County taxes for the year 1968-9 on the real estate sold in this cause, per receipt exhibited, to wit: 136.65

To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of--- 108.00

To John P. O'Ferrall, Trustee, as a partial payment on the mortgage indebtedness, per statement of debt, filed in this cause, in the sum of \$9,622.66, the balance or the sum of----- 8,097.23

\$9,305.83

\$9,305.83

February 27, 1969

*J. Thomas Clark*  
Auditor

Filed Feb 27, 1969

15/  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF BALTIMORE

vs.

I. FRANKLIN HOWARD, JR., et al.

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 4993

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 27, 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:

John P. O'Ferrall, Trustee  
Suite 1012, The Blaustein Building  
Baltimore, Maryland 21201

First Federal Savings and Loan  
Association of Baltimore  
119 Park Avenue  
Baltimore, Maryland 21201

I. Franklin Howard, Jr.  
and Stella M. Howard  
8 Ridge Lane  
Levittown, Pennsylvania 19053

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on February 27, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 14, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on March 17, 1969.

*J. Howard Clark*  
\_\_\_\_\_  
Auditor

*Filed Feb 27, 1969*

NISI RATIFICATION OF AUDIT

16 /  
First Federal Savings and Loan Association of Baltimore,

vs.

I. Franklin <sup>vs.</sup>Howard, Jr. and Stella M. Howard, his wife

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

Cause No. 4993

ORDERED, this 27th day of February, 1969, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th 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 the successive weeks before the \_\_\_\_\_ day of \_\_\_\_\_, 1969.~~

Charles W. Cecil Clerk

Filed Feb. 27, 1969

11 /  
First Federal Savings and Loan Association of Baltimore

vs.

I. Franklin Howard Jr. and Stella M. Howard, his wife

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

Cause No. 4993

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of March, 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 John P. O'Ferrall, 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 Mar 17 1969

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-first day of June, in the year nineteen hundred and sixty-eight, the following Report of Tax Sales was brought to be recorded, to wit:-

IN THE MATTER OF THE  
TAX SALES IN QUEEN ANNE'S  
COUNTY, MARYLAND, FOR THE  
YEAR, 1968, OF PROPERTIES  
ASSESSED TO THE FOLLOWING:  
JAMES EWING, SR., ANNIE  
CARROLL HEIRS, JAMES EWING,  
SR., WILLIAM G. AND SARA A.  
CREITZ, ANNA REBECCA GOULD,  
WALTER BERRY, WILLIAM ROBIN-  
SON, MICHAEL C. GIACALONE,  
CAESAR Y. AND ESPERANZA C.  
ALZONA, LATIMER B. AND BEA-  
TRICE ALEXANDER, JOE BAILEY,  
HAZE AND ARMENDA JOHNSON,  
STEPHEN AND ALICE WESTROD,  
ANTHONY DIFABBIO, ANDRE J.  
AND CONCETTA G. CAPEON,  
ROBERT P. AND JOAN E. HART,  
JOHN H. AND MARIAN M. HALL,  
RAYMOND M. AND MILDRED C.  
WOOD, BRIDGESIDE COMPANY,  
GUARANTEED REALTY, THELMA  
AND ALFRED GRIMES, WILLIAM W.  
WITTEN, JR., DANIEL AND CARRIE  
NICKERSON, ELLENORA GREEN,  
SIDNEY A. HYNSON, JOHN T. AND  
ANNA V. FINNEGAN, MIKE L. DOU-  
NAN, ALBERT ASKWITH, ADAH  
COFFEY, RALPH S. AND DAY A.  
DORITY, CHARLES COOPER, C. LIN-  
WOOD AND MABEL STURDIVANT,  
SALLIE WASHINGTON HEIRS, WILLIAM  
JR. AND BETTY DANIELS, VERNON  
W. AND JERRY A. HEATH, VERNON  
W. AND JERRY A. HEATH, JAMES  
HYNSON, JAMES H. AND DOROTHY C.  
HYNSON, WISE HOMES OF ELKTON,  
INC.

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

No. 4959

\* \* \* \*

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by William R. Wilson, III, Treasurer for Queen Anne's County, unto your Honors, respectfully represents:

1. That in the annual levy made by The County Commissioners of Queen Anne's County for the fiscal year 1967-68 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels, all situate in certain designated districts of Queen Anne's County. The respective persons against whom and the respective parcels

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
750-0677

against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of William R. Wilson, III, Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes thereon were not paid when due.

3. That William R. Wilson, III, Treasurer, caused to be published in the Queen Anne's Record-Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the first day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment, on or before the 10th day of April, 1968, the same would be collected by process of law.

4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the first day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of all taxes, together with all interest and costs accrued thereon to date of payment on or before the 10th day of April, 1968, the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Queen Anne's Record-Observer, a Newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personalty in arrears, by the owner of the real estate, with a notice appended that if said taxes, together with all interest, costs, expenses and commissions accrued and to accrue are not paid before the 3rd Tuesday in May, 1968, the Treasurer would proceed at 10:00 o'clock, A.M. on that day, at the Court House in said County, to offer said property for sale to the highest bidder for cash. A certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described, did proceed to sell on May 21, 1968, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Ross Rhodes, Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro-rata cost of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617

750-0677

FIRST DISTRICT

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located in Big Woods being designated as Parcel 13, Block 21, on Map 24, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less. Assessed value \$250, assessed to James Ewing, Sr. for \$5.81 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 5.81
Interest-----	.24
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$31.05</u>
5% Treasurer's Commission-----	23.75
	<u>\$54.80</u>

The Property was sold to Stephen E. Ewing at and for the sum of Four Hundred Seventy-five Dollars (\$475.00), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located on Blueball Road, being designated as Parcel 13, Block 8, on Map 52, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$600, assessed to Annie Carroll Heirs for \$13.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$13.92
Interest-----	.56
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$39.48</u>
5% Treasurer's Commission-----	4.00
	<u>\$43.48</u>

The Property was sold to C. Harper and Florence T. Starkey at and for the sum of Eighty Dollars (\$80), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located in Big Woods being designated as Parcel 111, Block 15, on Map 24, Queen Anne's County Tax Maps, consisting of 30 acres of land, more or less. Assessed value \$450, assessed to James Ewing, Sr. for \$10.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 10.45
Interest-----	.42
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 35.87</u>
5% Treasurer's Commission-----	115.00
	<u>\$150.87</u>

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD. 21617  
750-0877

The Property was sold to Michael Revyuk at and for the sum of Two Thousand Three Hundred Dollars (\$2,300), he being then and there the highest bidder therefor.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 582 and 583 Chester Harbor, being designated on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$800, assessed to William G. and Sara A. Creitz for \$18.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$18.56
Interest-----	.74
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$44.30
5% Treasurer's Commission-----	<u>25.00</u>
	\$69.30

The Property was sold to Kenneth Brown at and for the sum of Five Hundred Dollars (\$500), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill being designated as Parcel 41, Block 1, on Map 23. Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,805, assessed to Anna Rebecca Gould for \$65.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 65.08
Interest-----	2.60
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$ 92.68
5% Treasurer's Commission-----	<u>301.25</u>
	\$ 393.93

The Property was sold to William D. Gould at and for the sum of Six Thousand Twenty-five Dollars (\$6,025), he being then and there the highest bidder therefor.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Burrisville being designated as Parcel 81, Block 16, on Map 28, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$600, assessed to Walter Berry for \$13.92 taxes in arrears plus interest, costs, and expenses to day of sale.

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
750-0677



Taxes-----	\$13.92
Interest-----	.56
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$39.48</u>
5% Treasurer's Commissions-----	25.00
	<u>\$64.48</u>

The Property was sold to Amos Hynson, Jr. at and for the sum of Five Hundred Dollars (\$500), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Burrsville being designated as Parcel 108, Block 6, on Map 28, Queen Anne's County Tax Maps, consisting of 31 acres of woodland, more or less. Assessed value \$465, assessed to William Robinson for \$10.78 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 10.78
Interest-----	.43
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 36.21</u>
5% Treasurer's Commission-----	95.00
	<u>\$ 131.21</u>

The Property was sold to Michael Revyuk at and for the sum of One Thousand Nine Hundred Dollars (\$1,900), he being then and there the highest bidder therefor.

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 3, Block 12, Section 1, Bay City, on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$600, assessed to Michael C. Giacalone for \$13.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$13.92
Interest-----	.56
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$39.48</u>
5% Treasurer's Commission-----	23.50
	<u>\$62.98</u>

The Property was sold to Michael Revyuk at and for the sum of Four Hundred Seventy Dollars (\$470), he being then and there the highest bidder therefor.

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617

750-0677

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 47, Block F, Plat 4, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$875, assessed to Caesar Y. and Esperanza C. Alzona for \$20.30 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$20.30
Interest-----	.81
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$46.11</u>
5% Treasurer's Commission-----	30.00
	<u>\$76.11</u>

The Property was sold to Michael Revyuk at and for the sum of Six Hundred Dollars (\$600), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 15, Block 22, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$830, assessed to Latimer B. and Beatrice Alexander for \$19.25 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$19.25
Interest-----	.77
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$45.02</u>
5% Treasurer's Commission-----	45.00
	<u>\$90.02</u>

The Property was sold to Michael Revyuk at and for the sum of Nine Hundred Dollars (\$900), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Love Point Road being designated as Parcel 58, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$300, assessed to Joe Bailey for \$6.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 6.96
Interest-----	.28
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$32.24</u>
5% Treasurer's Commission-----	1.60
	<u>\$33.84</u>

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
730-0677

The Property was sold to Roxanna Powell and Anna M. Thompson at and for the sum of Thirty-three Dollars Eighty-four Cents (\$33.84), they being then and there the highest bidders therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 11, Block W, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$450, assessed to Haze and Armenda Johnson for \$10.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$10.45
Interest-----	.42
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$35.87</u>
5% Treasurer's Commission-----	25.00
	<u>\$60.87</u>

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 21, Section 2, Block 22, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$810, assessed to Stephen and Alice Westrod for \$18.79 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$18.79
Interest-----	.75
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$44.54</u>
5% Treasurer's Commission-----	46.25
	<u>\$90.79</u>

The Property was sold to Carlton Foster at and for the sum of Nine Hundred Twenty-five Dollars (\$925), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 31, Block C, Romancoke, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,080, assessed to Anthony Difabbio for \$25.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 25.05
Interest-----	1.00
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 51.05</u>
5% Treasurer's Commission-----	52.50
	<u>\$103.55</u>

JAMES E THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617

.750-0677

The Property was sold to Kenneth Brown at and for the sum of One Thousand Fifty Dollars (\$1,050), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 17, Block K, Section 2, Romancoke, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$450, assessed to Andre J. and Concetta G. Capoen for \$10.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$10.45
Interest-----	.42
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$35.87</u>
5% Treasurer's Commission-----	20.50
	<u>\$56.37</u>

The Property was sold to Michael Revyuk at and for the sum of Four Hundred Ten Dollars (\$410), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 5, Block 19, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$495, assessed to Robert P. and Joan E. Hart for \$11.47 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$11.47
Interest-----	.46
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$36.93</u>
5% Treasurer's Commission-----	38.75
	<u>\$75.68</u>

The Property was sold to Carlton Foster at and for the sum of Seven Hundred Seventy-five Dollars (\$775), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 4, Block 14, Section 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,260, assessed to John H. and Marian M. Hall for \$29.23 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 29.23
Interest-----	1.17
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 55.40</u>
5 % Treasurer's Commission-----	56.25
	<u>\$111.65</u>

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617  
730-0677

The Property was sold to Carlton Foster at and for the sum of One Thousand One Hundred Twenty-five Dollars (\$1,125), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 22 and 24, Block D, Section 2, Kent Island Estates, being designated on Map 76, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$600, assessed to Raymond M. and Mildred C. Wood for \$13.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$13.92
Interest-----	.56
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$39.48
5% Treasurer's Commission-----	<u>36.25</u>
	\$75.73

The Property was sold to Lawrence Wood, Jr. at and for the sum of Seven Hundred Twenty-five Dollars (\$725), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Plat 4, Section 2, Bay City, being designated as "Reserved Parcel A-Marshland". Assessed value \$200, assessed to Bridgeside Company for \$13.88 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$13.88
Interest-----	.21
Advertising-----	11.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$41.09
5% Treasurer's Commission-----	<u>10.50</u>
	\$51.59

The Property was sold to Vachel Downes, Jr. at and for the sum of Two Hundred Ten Dollars (\$210), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Love Point Road being designated as Parcel 38, Block 12, on Map 48, Queen Anne's County Tax Maps, consisting of a right of way retained from "Reed Farm". Assessed value \$100, assessed to Guaranteed Realty for \$2.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 2.32
Interest-----	.09
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$27.41</u>
5% Treasurer's Commission-----	3.45
	<u>\$30.86</u>

The Property was sold to First Fidelity at and for the sum of Sixty-nine Dollars (\$69), it being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Dominion-Little Creek Road being designated as Parcel 99, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,600, assessed to Thelma and Alfred Grimes for \$60.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 60.32
Interest-----	2.41
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 87.73</u>
5% Treasurer's Commission-----	80.00
	<u>\$167.73</u>

The Property was sold to Claude Lowery at and for the sum of One Thousand Six Hundred Dollars (\$1,600), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, located Lot 28, Block U, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$375, assessed to William W. Witten, Jr. for \$8.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 8.70
Interest-----	.35
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$34.05</u>
5% Treasurer's Commission-----	23.75
	<u>\$57.80</u>

The Property was sold to Kenneth Brown at and for the sum of Four Hundred Seventy-five Dollars (\$475), he being then and there the highest bidder therefor.

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CENTREVILLE, MD 21617  
766-0677

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Stevensville-Love Point Road being designated as Parcel 74, Block 24, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$550, assessed to Daniel and Carrie Nickerson for \$12.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$12.77
Interest-----	.51
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$38.28</u>
5% Treasurer's Commission-----	27.50
	<u>\$65.78</u>

The Property was sold to Kenneth Brown at and for the sum of Five Hundred Fifty Dollars (\$550), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Cox Neck Road, being designated as Parcel 255, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$175, assessed to Ellenora Green for \$4.06 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 4.06
Interest-----	.16
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$29.22</u>
5% Treasurer's Commission-----	9.00
	<u>\$38.22</u>

The Property was sold to Kenneth Brown at and for the sum of One Hundred Eighty Dollars (\$180), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block 36. Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$450, assessed to Sidney A. Hynson for \$10.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$10.45
Interest-----	.42
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$35.87</u>
5% Treasurer's Commission-----	30.00
	<u>\$65.87</u>

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The Property was sold to Kenneth Brown at and for the sum of Six Hundred Dollars (\$600), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 34, Block AA, Cloverfields, Plat 6, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$349, assessed to John T. and Anna V. Finnegan for \$8.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 8.08
Interest-----	.32
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$33.40
5% Treasurer's Commission-----	<u>13.25</u>
	\$46.65

The Property sold to Kenneth Brown at and for the sum of Two Hundred Sixty-five Dollars (\$265), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 6 and 7, Block EE, Plat 6, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$600, assessed to Mike L. Dounan for \$13.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$13.92
Interest-----	.56
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$39.48
5% Treasurer's Commission-----	<u>30.00</u>
	\$69.48

The Property was sold to Kenneth Brown at and for the sum of Six Hundred Dollars (\$600), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located Lot 4, Block 22, Section 2, Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$990, assessed to Albert Askwith for \$22.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 22.96
Interest-----	.92
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	<u>1.00</u>
	\$ 48.88
5% Treasurer's Commission-----	<u>55.00</u>
	\$103.88

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The Property was sold to Kenneth Brown at and for the sum of One Thousand One Hundred Dollars (\$1,100), he being then and there the highest bidder.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Stevensville, being designated on Map 48, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$150, assessed to Adah Coffey for \$3.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 3.49
Interest-----	.14
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$28.63</u>
5% Treasurer's Commission-----	5.25
	<u>\$33.88</u>

The Property was sold to Kenneth Brown at and for the sum of One Hundred Five Dollars (\$105), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 5, Block E, Plat 4, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$654, assessed to Ralph S. and Kay A. Dority for \$15.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$15.17
Interest-----	.61
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$40.78</u>
5% Treasurer's Commission-----	30.00
	<u>\$70.78</u>

The Property was sold to Kenneth Brown at and for the sum of Six Hundred Dollars (\$600), he being then and there the highest bidder therefor.

#### FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Mill Lane, being designated as Parcel 386, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$1,550, assessed to Charles Cooper for \$35.97 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 35.97
Interest-----	1.44
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 62.41</u>
5% Treasurer's Commission-----	40.50
	<u>\$102.91</u>

The Property was sold to Francis Fisher at and for the sum of Eight Hundred Ten Dollars (\$810), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Grasonville-Queenstown Road being designated as Parcel 388, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and trailer. Assessed value \$1,650, assessed to C. Linwood and Mabel Sturdivant for \$38.29 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$38.29
Interest-----	1.53
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$64.82</u>
5% Treasurer's Commission-----	12.25
	<u>\$77.07</u>

The Property was sold to Temple Callahan at and for the sum of Two Hundred Forty-five Dollars (\$245), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Needles Lane in Grasonville being designated as Parcel 680, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200, assessed to Sallie Washington Heirs for \$4.64 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 4.64
Interest-----	.19
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$29.83</u>
5% Treasurer's Commission-----	16.25
	<u>\$46.08</u>

The Property was sold to Francis Mills at and for the sum of Three Hundred Twenty-five Dollars (\$325), he being then and there the highest bidder therefor.

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SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located near Bethel Church, being designated as Parcel 35, Block 6, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,045, assessed to William Jr. and Betty Daniels for \$70.64 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 70.64
Interest-----	2.83
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 98.47</u>
5% Treasurer's Commission-----	<u>55.00</u>
	\$153.47

The Property was sold to Kenneth Brown at and for the sum of One Thousand One Hundred Dollars (\$1,100), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Pflasgroff Lands, Lot 3, being designated as Parcel 47, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,820, assessed to Vernon W. and Jerry A. Heath for \$88.60 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 88.60
Interest-----	3.54
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$117.14</u>
5% Treasurer's Commission-----	<u>165.00</u>
	\$282.14

The Property was sold to Michael Revyuk at and for the sum of Three Thousand Three Hundred Dollars (\$3,300), he being then and there the highest bidder therefor.

ALL that parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Pfalsgroff Lands, Lot 2 being designated as Parcel 103, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$400, assessed to Vernon W. and Jerry A. Heath for \$9.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 9.28
Interest-----	.37
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$34.65</u>
5% Treasurer's Commission-----	<u>17.50</u>
	\$52.15

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The Property was sold to Linwood Yates at and for the sum of Three Hundred Fifty Dollars (\$350), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 221, Block 2, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,645, assessed to James Hynson for \$38.16 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 38.16
Interest-----	1.53
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 64.69</u>
5% Treasurer's Commission-----	70.00
	<u>\$134.69</u>

The Property was sold to Temple Callahan at and for the sum of One Thousand Four Hundred Dollars (\$1,400), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 94, Block 4, on Map 11, Queen Anne's County Tax Maps, consisting of 5½ acres of land, more or less. Assessed value \$220, assessed to James H. and Dorothy C. Hynson for \$5.10 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 5.10
Interest-----	.20
Advertising-----	9.00
Attorney-----	10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$30.30</u>
5% Treasurer's Commission-----	50.00
	<u>\$80.30</u>

The Property was sold to Lawrence Wood, Jr. at and for the sum of One Thousand Dollars (\$1,000), he being then and there the highest bidder therefor.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 97, Block 22, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,135, assessed to Wise Homes of Elkton, Inc. for \$49.53 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes-----	\$ 49.53
Interest-----	1.98
Advertising-----	9.00

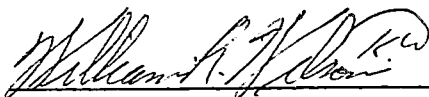
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Attorney-----	\$ 10.00
Auctioneer-----	5.00
Notary Public-----	1.00
	<u>\$ 76.51</u>
5% Treasurer's Commission-----	33.75
	<u>\$110.26</u>

The Property was sold to T. L. Reynolds at and for the sum of Six Hundred Seventy-five Dollars (\$675), he being then and there the highest bidder, therefor.

The Treasurer further reports that all purchasers have complied with the terms of sale.

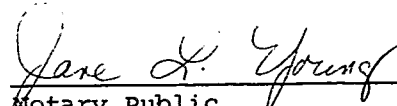
Respectfully submitted,

  
 William R. Wilson, III  
 Treasurer for Queen Anne's County

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

I HEREBY CERTIFY, that on this 21st day of June, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William R. Wilson, III, Treasurer for Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Tax Sales are true to the best of his knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

  
 Notary Public  
 My Commission Expires: 7/1/69



*Filed June 21, 1968*

JAMES E. THOMPSON, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MD 21617  
 756-0877

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TAX SALES

in the case of... a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for... 21 days... MAY 19 1968 and that the first mention of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21 day of MAY 19 1968 and the last mention of the same on the 19 day of MAY 19 1968

THE RECORD-OBSERVER CORPORATION  
By: *Mary Ann Miller*

QUEEN ANNE'S RECORD-OBSERVER, CENTREVILLE, MARYLAND

LEGAL NOTICES

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Act of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the year 1966-1967 from June 30, 1968 inclusive, there will be added to each of the following amounts, interest, fees and costs. Unless payment be made in full of said taxes together with all interest and costs received thereon before the tenth day of May, 1968, to wit:

TUESDAY MAY 21, 1968

The said County Treasurer for Queen Anne's County will proceed at 10:00 A.M. (EST.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, to the highest bidder, one Cash, all of said property upon which taxes, interests, fees and costs are due and owing, shall be sold on each day thereafter, legal holidays excepted, from 10 A.M. until 2 P.M., with all of said property which has been offered and accepted of.

SECOND DISTRICT

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located in Chesler Harbor being designated as Parcel 41, Block 1, on Map 23, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$200, assessed to William G. & Sara Coste for \$18.56 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD DISTRICT

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Chesler Harbor being designated as Parcel 42, Block 1, on Map 23, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1308, assessed to Paul J. & Olive Phipps for \$130.16 taxes in arrears plus interest, costs, and expenses to day of sale.

FOURTH DISTRICT

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Church Hill being designated as Parcel 11, Block 21, on Map 24, Queen Anne's County Tax Maps, consisting of 30 acres of land, more or less. Assessed value \$450, assessed to James Ewing, Sr. for \$10.45 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTH DISTRICT

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 579, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$3750, assessed to Allen & Regina E. Smith for \$87.02 taxes in arrears plus interest, costs, and expenses to day of sale.

SIXTH DISTRICT

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 363, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$375, assessed to William W. & Edna J. Harlan for \$11.90 taxes in arrears plus interest, costs, and expenses to day of sale.

SEVENTH DISTRICT

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 102, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

EIGHTH DISTRICT

All that lot or parcel of land lying and being in the 8th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 103, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

NINTH DISTRICT

All that lot or parcel of land lying and being in the 9th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 104, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

TENTH DISTRICT

All that lot or parcel of land lying and being in the 10th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 105, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ELEVENTH DISTRICT

All that lot or parcel of land lying and being in the 11th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 106, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

TWELFTH DISTRICT

All that lot or parcel of land lying and being in the 12th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 107, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRTEENTH DISTRICT

All that lot or parcel of land lying and being in the 13th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 108, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

FOURTEENTH DISTRICT

All that lot or parcel of land lying and being in the 14th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 109, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTEENTH DISTRICT

All that lot or parcel of land lying and being in the 15th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 110, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

SIXTEENTH DISTRICT

All that lot or parcel of land lying and being in the 16th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 111, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

SEVENTEENTH DISTRICT

All that lot or parcel of land lying and being in the 17th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 112, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

EIGHTEENTH DISTRICT

All that lot or parcel of land lying and being in the 18th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 113, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

NINETEENTH DISTRICT

All that lot or parcel of land lying and being in the 19th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 114, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

TIENTH DISTRICT

All that lot or parcel of land lying and being in the 20th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 115, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ONE AND TWENTY DISTRICT

All that lot or parcel of land lying and being in the 21st Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 116, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ONE AND THIRTY DISTRICT

All that lot or parcel of land lying and being in the 22nd Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 117, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ONE AND FORTY DISTRICT

All that lot or parcel of land lying and being in the 23rd Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 118, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ONE AND FIFTY DISTRICT

All that lot or parcel of land lying and being in the 24th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 119, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

ONE AND SIXTY DISTRICT

All that lot or parcel of land lying and being in the 25th Election District of Queen Anne's County, Maryland, located on Greenwilde being designated as Parcel 120, Block 21, on Map 58, Queen Anne's County Tax Maps, consisting of 36 acres of land, more or less and improvements. Assessed value \$11,150, assessed to Louise C. & Florence R. Leese for \$222.30 taxes in arrears plus interest, costs, and expenses to day of sale.

(Continued on page 7A)

LEGAL NOTICES

TAX SALES

(Continued from page 6A)

lying and being in the 7th Election District of Queen Anne's County, Maryland, located on I. B. Pondtown Road being designated as Parcel 134, Block 6, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$170, assessed to Randolph E. & Betty Bratcher for \$39.67 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-Cumpton Road being designated as Parcel 127, Block 13, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2400, assessed to William H. & Margaret A. Brown for \$55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-Millington Road being designated as Parcel 60, Block 20, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3495, assessed to John F. & Pauline C. Cahill for \$81.69 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Buffalo Church being designated as Parcel 35, Block 6, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3085, assessed to William, Jr. & Betty Daniels for \$70.64 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pine Tree-Cumpton Road being designated as Parcel 110, Block 8, on Map 4, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1725, assessed to Albert, Jr. & Leah M. Elliott for \$109.51 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-H. Road being designated as Parcel 80, Block 5, on Map 11, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$790, assessed to Albert, James and Marie Elliott for \$5.56 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pine Tree Road being designated as Parcel 17, Block 18, on Map 3, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1785, assessed to Robert L. & Anna H. Hackett for \$11.40 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Watermill Lane-Lot 2 being designated as Parcel 103, Block 10, on Map 1, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$400, assessed to Vernon W. & Jerry A. Heath for \$9.28 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Watermill Lane-Lot 2 being designated as Parcel 47, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3250, assessed to Vernon W. & Jerry A. Heath for \$88.60 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 221, Block 2, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1645, assessed to James Hinson for \$38.16 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 94, Block 4, on Map 11, Queen Anne's County Tax Maps, consisting of 5 1/2 acres of land, more or less. Assessed value \$220, assessed to James H. &

Dorothy C. Hinson for \$1,19 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-B. Road being designated as Parcel 68, Block 6, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2380, assessed to Remak, Jr. & Elsie M. Hinson for \$52.89 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-Charles Hill Road being designated as Parcel 210, Block 1, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3275, assessed to Harvey Lewis for \$75.98 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pine Tree Road being designated as Parcel 117 & 132, Block 6, on Map 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2903, assessed to Maxwell Hingold for \$67.35 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Millington-Soderwille Road being designated as Parcel 20, Block 14, on Map 7, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1485, assessed to Greer C. Robinson for \$34.44 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Powers Landing Road being designated as Parcel 102, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2200, assessed to Charles E. Sprak, K. Wilkerson, et al, for \$51.04 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pondtown-H. Road being designated as Parcel 84, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2400, assessed to Alan G. & Mildred Wilson for \$23.20 (due) taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land

lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Double Creek Road being designated as Parcel 97, Block 21, on Map 3, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2195, assessed to Wier Homes of Elkton, Inc. for \$49.53 taxes in arrears plus interest, costs, and expenses to day of sale.

William B. Wilson, III,  
Treasurer for Queen Anne's County,  
37-5-16.

3/

IN THE MATTER OF THE  
 TAX SALES IN QUEEN ANNE'S  
 COUNTY, MARYLAND, FOR THE  
 YEAR, 1968, OF PROPERTIES  
 ASSESSED TO THE FOLLOWING:  
 JAMES EWING, SR., ANNIE  
 CARROLL HEIRS, JAMES EWING,  
 SR., WILLIAM G. AND SARA A.  
 CREITZ, ANNA REBECCA GOULD,  
 WALTER BERRY, WILLIAM ROBIN-  
 SON, MICHAEL C. GIACALONE,  
 CAESAR Y. AND ESPERANZA C.  
 ALZONA, LATIMER B. AND BEA-  
 TRICE ALEXANDER, JOE BAILEY,  
 HAZE AND ARMENDA JOHNSON,  
 STEPHEN AND ALICE WESTROD,  
 ANTHONY DIFABBIO, ANDRE J.  
 AND CONCETTA G. CAPEON,  
 ROBERT P. AND JOAN E. HART,  
 JOHN H. AND MARIAN M. HALL,  
 RAYMOND M. AND MILDRED C.  
 WOOD, BRIDGESIDE COMPANY,  
 GUARANTEED REALTY, THELMA  
 AND ALFRED GRIMES, WILLIAM W.  
 WITTEN, JR., DANIEL AND CARRIE  
 NICKERSON, ELLENORA GREEN,  
 SIDNEY A. HYNSON, JOHN T. AND  
 ANNA V. FINNEGAN, MIKE L. DOU-  
 NAN, ALBERT ASKWITH, ADAH COFFEY,  
 RALPH S. AND KAY A. DORITY,  
 CHARLES COOPER, C. LINWOOD AND  
 MABEL STURDIVANT, SALLIE WASH-  
 INGTON HEIRS, WILLIAM JR. AND  
 BETTY DANIELS, VERNON W. AND  
 JERRY A. EEATH, JAMES HYNSON,  
 JAMES H. AND DOROTHY C. HYNSON,  
 WISE HOMES OF ELKTON, INC.

IN THE  
 CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4959

\* \* \*

ORDERED, this 2<sup>nd</sup> day of July, 1968, that

the tax sale made and reported in this cause by William R. Wilson,

III, Treasurer for Queen Anne's County, State of Maryland, be

ratified and confirmed, on or after the 12<sup>th</sup> day of August

1968, unless cause to the contrary thereof be previously shown;

provided a copy of this Order be inserted in some newspaper printed

and published in Queen Anne's County, Maryland, once a week for

four successive weeks commencing on the 11<sup>th</sup> day of July,

1968, and ending on the 1<sup>st</sup> day of August, 1968.

JAMES E THOMPSON, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MD 21617  
 758-0877



And the report states amount of sales to be Thirty-five  
Thousand One Dollar Thirty-four Cents (\$35,001.34).

*Thos J Keating Jr*  
\_\_\_\_\_  
JUDGE

Filed: July 2 1968

4  
IN THE MATTER OF THE  
TAX SALES IN QUEEN ANNE'S  
COUNTY, MARYLAND, FOR THE  
YEAR, 1968

\* IN THE CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* Equity No. 4959  
\*  
\* \* \*

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William R. Wilson, III, Treasurer of  
Queen Anne's County, by James E. Thompson, Jr., his attorney, unto  
your Honors respectfully represents:

The Order Nisi required to be published in the above-  
entitled matter was forwarded to the Queen Anne's Record-Observer  
following this Court's Order dated July 2, 1968. The newspaper  
inadvertently failed to publish said Order four consecutive times.

WHEREFORE, your Petitioner prays this Honorable Court  
pass a new Order Nisi.

*James E. Thompson, Jr.*  
\_\_\_\_\_  
James E. Thompson, Jr.  
Attorney to the Treasurer

Filed July 24. 1968

IN THE MATTER OF THE  
 TAX SALES IN QUEEN ANNE'S  
 COUNTY, MARYLAND, FOR THE  
 YEAR, 1968, OF PROPERTIES  
 ASSESSED TO THE FOLLOWING:  
 JAMES EWING, SR., ANNIE  
 CARROLL HEIRS, JAMES EWING,  
 SR., WILLIAM G. AND SARA A.  
 CREITZ, ANNA REBECCA GOULD,  
 WALTER BERRY, WILLIAM ROBIN-  
 SON, MICHAEL C. GIACALONE,  
 CAESAR Y. AND ESPERANZA C.  
 ALZONA, LATIMER B. AND BEA-  
 TRICE ALEXANDER, JOE BAILEY,  
 HAZE AND ARMENDA JOHNSON,  
 STEPHEN AND ALICE WESTROD,  
 ANTHONY DIFABBIO, ANDRE J.  
 AND CONCETTA G. CAPEON,  
 ROBERT P. AND JOAN E. HART,  
 JOHN H. AND MARIAN M. HALL,  
 RAYMOND M. AND MILDRED C.  
 WOOD, BRIDGESIDE COMPANY,  
 GUARANTEED REALTY, THELMA  
 AND ALFRED GRIMES, WILLIAM W.  
 WITTEN, JR., DANIEL AND CARRIE  
 NICKERSON, ELLENORA GREEN,  
 SIDNEY A. HYNSON, JOHN T. AND  
 ANNA V. FINNEGAN, MIKE L. DOU-  
 NAN, ALBERT ASKWITH, ADAH COFFEY,  
 RALPH S. AND KAY A. DORITY,  
 CHARLES COOPER, C. LINWOOD AND  
 MABEL STURDIVANT, SALLIE WASH-  
 INGTON HEIRS, WILLIAM JR. AND  
 BETTY DANIELS, VERNON W. AND  
 JERRY A. HEATH, JAMES HYNSON, JR.  
 JAMES H. AND DOROTHY C. HYNSON,  
 WISE HOMES OF ELKTON, INC.

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

No. 4959

ORDERED, this 31<sup>st</sup> day of July, 1968, that  
 the tax sale made and reported in this cause by William R. Wilson,  
 III, Treasurer for Queen Anne's County, State of Maryland, be  
 ratified and confirmed, on or after the 13<sup>th</sup> day of September,  
 1968, unless cause to the contrary thereof be previously shown;  
 provided a copy of this Order be inserted in some newspaper printed  
 and published in Queen Anne's County, Maryland, once a week for  
 four successive weeks commencing on the 8<sup>th</sup> day of August,  
 1968, and ending on the 29<sup>th</sup> day of August, 1968.

JAMES E. THOMPSON, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MD. 21617  
 746-0677

And the report states amount of sales to be Thirty-five  
Thousand One Dollar Thirty-four Cents (\$35,001.34).

*George B. Rasin, Jr.*  
JUDGE

Filed: July 31, 1968

**NOTICE**

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 4959

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1968, OF PROPERTIES ASSESSED TO THE FOLLOWING: JAMES EWING, Sr., ANNIE CARROLL HEIRS, JAMES EWING, SR., WILLIAM G. AND SARA A. CREITZ, ANNA REBECCA GOULD, WALTER BERRY, WILLIAM ROBINSON, MICHAEL C. GIACALONE, CAESAR Y. AND ESPERANZA C. ALZONA, LATIMER B. AND BEATRICE ALEXANDER, JOE BAILEY, HAZE AND ARMENDA JOHNSON, STEPHEN AND ALICE WESTROD, ANTHONY DIFABIO, ANDRE J. AND CONCETTA G. CAPEON, ROBERT P. AND JOAN E. HART, JOHN H. AND MARIAN M. HALL, RAYMOND M. AND MILDRED C. WOOD, BRIDGESIDE COMPANY, GUARANTEED REALTY, THELMA AND ALFRED GRIMES, WILLIAM W. WITTEN, JR., DANIEL AND CARRIE NICKERSON, ELLENORA GREEN, SIDNEY A. HYNSON, JOHN T. AND ANNA V. FINNEGAN, MIKE L. DOUNAN, ALBERT ASKWITH, ADAH COFFEY, RALPH S. AND KAY A. DORITY, CHARLES COOPER, C. LINWOOD AND MABEL STURDIVANT, SALLIE WASHINGTON HEIRS, WILLIAM JR. AND BETTY DANIELS, VERNON W. AND JERRY A. HEATH, JAMES HYNSON, JAMES H. AND DOROTHY C. HYNSON, WISE HOMES OF ELKTON, INC.

ORDERED, this 31st day of July, 1968, that the tax sales made and reported in this cause by William R. Wilson, III, Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed, on or after the 13th day of September, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks commencing on the 8th day of August, 1968, and ending on the 29th day of August, 1968.

And the report states amount of sales to be Thirty-five Thousand One Dollar Thirty-four Cents (\$35,001.34).

George B. Rasin, Jr.  
JUDGE

Filed: July 31, 1968

True Copy Test  
Charles W. Cecil  
Clerk

41-8-29

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., June 18, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the notice

in the case/estate of Equity No. 4959 Tax sales for the  
year 1968

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 13th day of September, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of August 1968, and the last insertion on the 29th day of August, 1968.

THE RECORD-OBSERVER CORPORATION

By *N. M. Moe*

Filed June 18, 1969

6

IN THE MATTER OF THE TAX  
SALES IN QUEEN ANNE'S  
COUNTY, MARYLAND, FOR THE  
YEAR, 1968, OF PROPERTIES  
ASSESSED TO THE FOLLOWING:  
JAMES EWING, SR., ANNIE  
CARROLL HEIRS, JAMES EWING,  
SR., WILLIAM G. AND SARA A.  
CREITZ, ANNA REBECCA GOULD,  
WALTER BERRY, WILLIAM ROBIN-  
SON, MICHAEL C. GIACALONE,  
CAESAR Y. AND ESPERANZA C.  
ALZONA, LATIMER B. AND BEA-  
TRICE ALEXANDER, JOE BAILEY,  
HAZE AND ARMENDA JOHNSON,  
STEPHEN AND ALICE WESTROD,  
ANTHONY DIFABBIO, ANDRE J.  
AND CONCETTA G. CAPEON,  
ROBERT P. AND JOAN E. HART,  
JOHN H. AND MARIAN M. HALL,  
RAYMOND M. AND MILDRED C.  
WOOD, BRIDGESIDE COMPANY,  
GUARANTEED REALTY, THELMA  
AND ALFRED GRIMES, WILLIAM W.  
WITTEN, JR., DANIEL AND CARRIE  
NICKERSON, ELLENORA GREEN,  
SIDNEY A. HYNSON, JOHN T. AND  
ANNA V. FINNEGAN, MIKE L. DOU-  
NAN, ALBERT ASKWITH, ADAH  
COFFEY, RALPH S. AND KAY A.  
DORITY, CHARLES COOPER, C. LIN-  
WOOD AND MABEL STURDIVANT,  
SALLIE WASHINGTON HEIRS, WILLIAM  
JR. AND BETTY DANIELS, VERNON  
W. AND JERRY A. HEATH, VERNON  
W. AND JERRY A. HEATH, JAMES  
HYNSON, JAMES H. AND DOROTHY C.  
HYNSON, WISE HOMES OF ELKTON,  
INC.

\* IN THE

\*  
\*  
\* CIRCUIT COURT\*  
\* FOR\*  
\* QUEEN ANNE'S COUNTY

\* IN EQUITY

\*  
\* No. 4959

18<sup>th</sup> June, 1969

ORDERED, this 18<sup>th</sup> day of June, 1969, by the  
Circuit Court for Queen Anne's County, in Equity, and by the  
authority of said Court, that the following tax sales made on the  
21st day of May, 1968, of the properties therein described in  
said Report of Sales as assessed to the following parties and in  
the following Election Districts of Queen Anne's County, as follows,  
to wit:

James Ewing, Sr. - First Election District  
Annie Carroll Heirs - First Election District  
William G. and Sara A. Creitz - Second Election District  
Anna Rebecca Gould - Second Election District  
Walter Berry - Third Election District  
William Robinson - Third Election District  
Michael C. Giacalone - Fourth Election District

Caesar Y. and Esperanza C. Alzona - Fourth Election District

Latimer B. and Beatrice Alexander - Fourth Election District

Joe Bailey - Fourth Election District

Haze and Armenda Johnson - Fourth Election District

Stephen and Alice Westrod - Fourth Election District

Anthony Difabbio - Fourth Election District

Andre J. and Concetta G. Capoen - Fourth Election District

Robert P. and Joan E. Hart - Fourth Election District

John H. and Marian M. Hall - Fourth Election District

Raymond M. and Mildred C. Wood - Fourth Election District

Bridgeside Company - Fourth Election District

Guaranteed Realty - Fourth Election District

Thelma and Alfred Grimes - Fourth Election District

William W. Witten, Jr. - Fourth Election District

Daniel and Carrie Nickerson - Fourth Election District

Ellenora Green - Fourth Election District

Sidney A. Hynson - Fourth Election District

John T. and Anna V. Finnegan - Fourth Election District

Mike L. Dounan - Fourth Election District

Albert Askwith - Fourth Election District

Adah Coffey - Fourth Election District

Ralph S. and Kay A. Dority - Fourth Election District

Charles Cooper - Fifth Election District

C. Linwood and Mabel Sturdivant - Fifth Election District

Sallie Washington Heirs - Fifth Election District

William Jr. and Betty Daniels - Fifth Election District

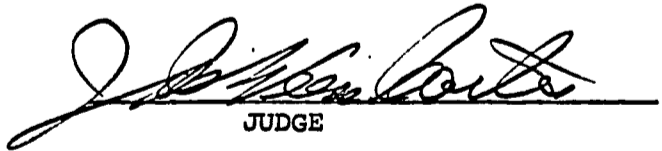
Vernon W. and Jerry A. Heath - Seventh Election District

James Hynson - Seventh Election District

James H. and Dorothy C. Hynson - Seventh Election District

Wise Homes of Elkton, Inc. - Seventh Election District

reported sold in these proceedings on account of taxes in arrears BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given as provided by the ORDER NISI passed in these proceedings on the 31<sup>st</sup> day of July 1968, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

  
JUDGE

*Filed June 18, 1969*

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MD 21617

750-0677

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fourth day of December, in the year nineteen hundred and sixty-eight, the following Petition was brought to be recorded, to wit:-

IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
A PERSON ALLEGED TO : IN EQUITY  
BE UNDER DISABILITY : NO. 5004

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., unto your Honors, respectfully shows:

1. Margaret S. Booker, white, female, age approximately ninety-three (93) years, of Barclay, Maryland, is alleged to be incompetent.
2. That your Petitioner has been for several years the attorney to and advisor for Margaret S. Booker and is one of the Co-executors named in the present paper writing executed by Margaret S. Booker and purported to be her Last Will and Testament.
3. That Margaret S. Booker is temporarily under care at Methodist Country Home, Wilmington, Delaware, and her property is under the care and custody of M's. Gladys Booker and Bessie Booker, of Barclay, Maryland,
4. Rebecca W. Godwin, a sister, age 99, and heir to Margaret S. Booker, is a resident of a private nursing home in Caroline County, State of Maryland, and incapable of acting in the premises.
5. Margaret S. Booker is mentally incompetent because of senility due to cerebral arteriosclerosis.
6. The alleged incompetent solely owns two parcels of improved real estate in Barclay, Queen Anne's County, Maryland, of the approximate total value of \$7,500. and personal property including furniture, cash, and savings account of approximately \$5,000.
7. That the physical and mental condition of Margaret S. Booker is such that some person or persons must be appointed to care for her person and for her property and to provide for her future support and maintenance.
8. That your Petitioner attaches hereto, as a part hereof, marked Exhibit A and Exhibit B, Certificates of two (2) physidans licensed to practice medicine, one of whom attended the alleged incompetent, within ten (10) days before the filing of this Petition.

Respectfully submitted,

Robert R. Price, Jr.  
Robert R. Price, Jr., Petitioner.

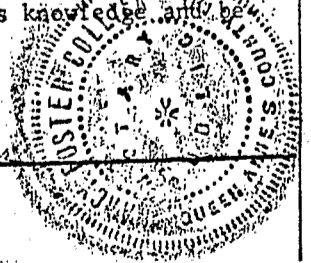
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of December, 1968, before me, the Subscriber, a Notary Public of the State and County afore-said, personally appeared Robert R. Price, Jr., Petitioner herein, and made oath in due form of law that the matters and facts set forth in the afore-going Petition are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Filed Dec 4, 1968

Mary J. Collins  
Notary Public



2/1

TO THE QUEEN ANNE'S COUNTY, CIRCUIT COURT, IN EQUITY:

I, LEROY R. KIMBLE M.D., am a physician duly licensed to practice medicine in the State of DELAWARE.

I have within the past day days personally attended Margaret S. Booker.

My qualifications as a physician are, as follows:

General Practice

My last examination of Margaret S. Booker was on Nov. 27, 1968.

My opinion as to the mental competency of Margaret S. Booker is such that she is unable to care for herself or any of her financial matters.

If the above opinion is that Margaret S. Booker is incompetent, state the cause, nature, extent and probable duration of such incompetency. Cerebral thrombosis due to arteriosclerosis; cerebral changes which will be progressive.

WITNESS my hand and seal this 31<sup>st</sup> day of November, 1968.

Leroy R. Kimble M.D. (SEAL)

STATE OF Delaware }  
COUNTY OF New Castle } TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of November, 1968, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and made oath in due form of law that the matters and facts set forth above are true and correct.

WITNESS my hand and Notarial Seal.

H. Kelly Meyer  
Notary Public.



Filed Dec 4, 1968

TO THE QUEEN ANNE'S COUNTY, CIRCUIT COURT, IN EQUITY.

I, William J. Holloway, am a physician duly licensed to practice medicine in the State of Delaware and Maryland

I have within the past 2 days personally attended Margaret S. Booker.

My qualifications as a physician are, as follows:

Graduate of University of Maryland School of Medicine.

My last examination of Margaret S. Booker was on Oct. 15 1968.

My opinion as to the mental competency of Margaret S. Booker is, that she is not mentally competent.

If the above opinion is that Margaret S. Booker is incompetent, state the cause, nature, extent and probable duration of such incompetency. Mrs. Booker is mentally incompetent because of senility due to cerebral arteriosclerosis.

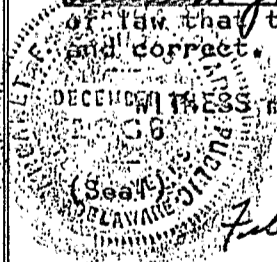
WITNESS my hand and seal this 16<sup>th</sup> day of October 1968.

William J. Holloway (SEAL)

STATE OF Delaware } TO WIT:  
COUNTY OF New Castle }

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of October 1968, before me, a Notary Public of the State of Delaware, in and for the County aforesaid, personally appeared William J. Holloway, and made oath in due form of law that the matters and facts set forth above are true and correct.

WITNESS my hand and Notarial Seal.



Margaret F. Magaña  
Notary Public  
My commission expires: 12-14-68

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1690



4  
IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
A PERSON ALLEGED TO : IN EQUITY  
BE UNDER DISABILITY : NO. 5004

ORDER OF COURT

UPON the foregoing Petition, Affidavit and Certificates, IT IS ORDERED this 4th day of December, 1968, by the Circuit Court for Queen Anne's County, in Equity, that Margaret S. Booker, be alleged incompetent, show cause, if any, she may have, on or before the 19th day of December, 1968, why the relief prayed in the foregoing Petition should be granted, provided a copy of the within Petition, Summons and of this Order be served upon the said Margaret S. Booker, and a copy of the within Petition, summons and of this Order be left with the person having the care and custody of Margaret S. Booker or her property, on or before the 9th day of December, 1968.

B. Hackett Turner Jr.  
JUDGE.

Filed Dec 4, 1968

91

IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
 MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
 A PERSON ALLEGED TO : IN EQUITY  
 BE UNDER DISABILITY : NO. 5004

MOTION FOR APPOINTMENT OF PRIVATE PERSON  
 TO SERVE PROCESS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, Robert R. Price, Jr., in the above cause moves for an order pursuant to Maryland Rule 116a, appointing a private person to execute service of process upon the alleged incompetent, Margaret S. Booker; the grounds of the motion are, as follows:

(1) On December 4, the Petitioner filed a Bill alleging Margaret S. Booker to be incompetent.

(2) That the said Margaret S. Booker for her entire life was a resident of Barclay, Maryland, but during the past several months has been a patient in a nursing home in the State of Delaware.

(3) That William O. Hackett, 8 White Oak Road, Wilmington, Delaware, a non-related friend of Margaret S. Booker made arrangements for her entry to the nursing home, is over 21 years of age and not a party to this action; and your Petitioner desires to engage him to execute a service of process upon Margaret S. Booker.

*Robert R. Price, Jr.*  
 Robert R. Price, Jr.,  
 Petitioner.

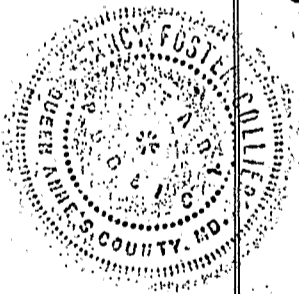
STATE OF MARYLAND }  
 QUEEN ANNE'S COUNTY } TOWIT:

I HEREBY CERTIFY, that on this 4th day of December, 1968, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Petitioner aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Motion are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

*Marcy F. Collier*  
 Notary Public

My comm. exp. July 1, 1969



ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 756-1660

*Filed Dec 4, 1968*

6/

IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
A PERSON ALLEGED TO : IN EQUITY  
BE UNDER DISABILITY : NO. 5004

ORDER OF COURT

UPON the foregoing Motion and Affidavit, it is this 4th day of December, 1968, ORDERED by the Circuit Court for Queen Anne's County that William O. Hackett is authorized to execute service of the Petition alleging Margaret S. Booker to be under a disability, the show cause order and all original pleadings in this case upon Margaret S. Booker or the supervising official of the Methodist Country Home, Wilmington, Delaware, with the same power and duty to execute said process as the Sheriff. William O. Hackett shall make return to this Court promptly after service, but in any event, not later than December 12th, the return day thereof, by filing an affidavit pursuant to Maryland Rule 116c. The Clerk shall furnish to William O. Hackett, a copy of the Writ of Summons to be served in accordance with this Order.

B. Hackett Turner Jr.  
Judge.

Filed Dec 4, 1968

6/

Circuit Court For Queen Anne's County

WRIT OF SUMMONS:

December 9, 1968 Return Day

File No. 5004 Chy.

Docket C.W.C. #2, fol. 33

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

TO: Margaret S. Booker  
Barclay, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to ~~the first Monday of December~~  
9, 1968, next, to answer ~~the following petition~~ a Petition of

Robert R. Price, Jr.  
Centreville, Maryland

Issued the 4th day of December 19 68.

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: Centreville, Maryland (Seal of Court)  
Phone: 758-1660

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

You are to show cause, if any there be, why some person or persons to care  
~~XX~~  
for you and your property, should not be appointed on or before December 19, 1968.  
~~XX~~

True Copy .

Test: Charles W Cecil Clerk

Filed Dec 10, 1968

Copy of summons, petition, show cause order; motion and order of Court left with Bessie Booker this 9th day of December, 1968.

Alexis M. Butler  
Deputy Sheriff for Queen Anne's County

9

IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
A PERSON ALLEGED TO : IN EQUITY  
BE UNDER DISABILITY : NO. 5004

RETURN OF PRIVATE PROCESS SERVICE

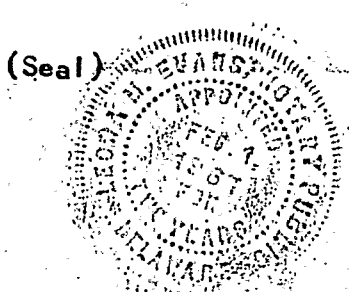
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned hereby certifies that he executed service of process pursuant to the authority granted by court order dated December 4th, 1968, upon Margaret S. Booker, and upon Robert W. Mercer, the person in charge of the care and custody of Margaret S. Booker, on December 10th, 1968, at The Methodist Country House, Wilm., Delaware, by delivering and leaving with him a copy of the Petition and a copy of the summons issued by this Court on December 4, 1968. The undersigned further certifies that he is over 21 years of age, and is not a party to this action.

William O. Hackett  
WILLIAM O. HACKETT.

STATE OF DELAWARE }  
COUNTY OF New Castle } TO WIT:

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared William O. Hackett, this 10th day of December, 1968, and made oath in due form of law that the matters and facts hereinabove set forth are true.



Leona M. Evans  
Notary Public  
My commission expires: 2/1/69

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
750-1660

Filed Dec 11, 1968

10/

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
 MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
 INCOMPETENT. : IN EQUITY, No. 5004

ORDER

The Petition, Doctor's Certificates and Orders of Court thereon having been read and considered and the said Margaret S. Booker, 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 26 day of December, 1968, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that Margaret S. Booker, 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 \$5000.<sup>00</sup>, it is further ADJUDGED, ORDERED and DECREED that Earl Price and Robert R. Price, 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 Earl Price and Robert R. Price, 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 Five Thousand Dollars, (\$5000.<sup>00</sup>) 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.

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 758-1660

26 Dec 1968

Filed Dec 26, 1968

B. Hackett Turner  
 JUDGE.

Qty 5004

RECEIVED FOR RECORD Dec. 31, 1968

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert R. Price, Jr., and Earl Price  
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, 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 30<sup>th</sup> day of December in the year of our Lord one thousand nine hundred and sixty-eight

WHEREAS, the above bounden Robert R. Price, Jr. and Earl Price of Queen Anne's County, in Equity \$500, by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity \$500, has been appointed Trustee of said Incompetent's Estate, to take charge of same and manage the same under the direction of this Court,

mentioned in the proceedings in the case of MARGARET S. BOOKER, Incompetent

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert R. Price and Earl Price

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:

Margaret H. Thompson  
(as to Bond)

Robert R. Price, Jr. (SEAL)  
Robert R. Price, Jr.  
Earl Price (SEAL)  
Earl Price

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Margaret H. Thompson  
Atty Surety

By John Southall  
Attorney-in-Fact

MD3116a-111, 10-66 174373  
Trustee's Bond

Certified copy of power of attorney attached

LIBER

1 PAGE 253

*Surety approved and Bond filed Dec. 31, 1968.*  
*Charles W Cecil Clerk*

LIBER

5 PAGE 415

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 283, 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 31st day of December in the year nineteen hundred and sixty-eight.

Charles W. Cecil  
Clerk

*Real Estate*

J. WILBUR STAFFORD  
ELIZABETH M. STAFFORD  
Realtors

SUDLERSVILLE, QUEEN ANNE'S COUNTY

Specializing in Farms and  
Country Estates

JAMES B. CLEMENTS  
Associate Salesman

*Maryland*

Telephones: Office 438-3504  
Res. 438-3411

21668

February 4, 1969

APPRAISAL

TO WHOM IT MAY CONCERN: The undersigned has been actively engaged in the Real Estate Profession for seven years as a licensed Real Estate Salesman with the office of J. Wilbur Stafford, Realtor. During that time we have sold and appraised numerous homes in the Barclay-Sudlersville-Ingle-side area similar to the properties to be appraised.

Following is my appraisal of the Margaret Booker Properties located in the town of Barclay:

Lot with Double House located on Church Street--Twelve Room frame house with large lot, insulated siding, poor to fair condition, no plumbing, no baths.

Appraised Value \$3,000.00

Home residence located on Rt. 313 in Barclay--Eight room frame dwelling in fair to good condition--Small triangular lot approx. 75'x75'x75' permitting no septic tank installation. No plumbing, no bath.

Appraised Value \$3,500.00

Respectfully submitted,

*James B. Clements*  
James B. Clements  
Associate

JBC:sar

*Filed Feb. 7, 1969.*



Ex Parte In The Matter Of : In The Circuit Court For  
Margaret S. Booker, : Queen Anne's County  
Incompetent. : In Equity No. 5004

Petition For Authority To  
Sell Real Estate

To The Honorable, The Judges of Said Court:

The Petition of Earl Price and Robert R. Price, Jr.,  
Trustees in the above cause, respectfully sets forth:

(1) That a part of the Trust Estate of Margaret S.  
Booker, Incompetent, is a fee simple interest in real estate,  
described as follows:

ALL that lot or parcel of land situate, lying  
and being in the First Election District of  
Queen Anne's County, State of Maryland, in  
or near the Town of Barclay, on the left side  
of the public road leading from Barclay to  
Templeville, with a frontage on said road of  
100 feet, more or less, and an even depth  
therefrom of 160 feet, more or less, subject  
to a right of way sixteen (16) feet in width  
along the eastern boundary of said lot; being  
the same property granted and conveyed unto  
R. Leslie Booker and Margaret S. Booker,  
his wife, in a deed from Richard T. Earle,  
Trustee, dated March 4, 1948 and recorded  
in Liber A.S.G., Jr. No. 19, folio 172 of  
the Land Records of Queen Anne's County,  
the said R. Leslie Booker having departed  
this life.

Said lot is improved by a double frame house, without central  
heat or inside plumbing or sanitation facilities.

(2) That said real estate was appraised on February 4,  
1969 by James B. Clements, a real estate agent, as having a  
market value of \$3,000.00 and that said property has been  
listed with real estate agents for sale at this price and is  
known to be for sale throughout the neighborhood of Barclay.

(3) That said house is in poor condition and has not  
been inhabited for several years and that it is estimated to  
cost five to six thousand dollars for a purchaser to install  
plumbing and sanitation facilities.

(4) That your Trustees hereby report to this Honorable  
Court that Shirley A. Rhoades has submitted a contract to  
purchase this property for the sum of \$1,800.00, less a  
real estate commission of \$180.00. A copy of said contract  
is attached hereto and marked Exhibit "A".

(5) Your Trustees in their judgment believe this is the  
highest price obtainable for this property and that it is  
advisable and advantageous to the best interest of Margarat  
S. Booker, that this offer be accepted.

(6) That in accordance with Rule BR 3, C, there is  
attached appraisals of said property made within the past

six months.

Your Petitioners Therefore Pray Your Honors, to pass a decree authorizing your Trustees to sell the fee simple interest of Margaret S. Booker for the price of \$1,800.00 and upon full payment of the purchase price to execute a deed therefor.

Respectfully submitted,

Earl Price  
Earl Price

Robert R. Price, Jr.  
Robert R. Price, Jr.

*Filed July 14, 1969*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
103 LAWYERS ROW  
CENTREVILLE, MARYLAND 21617  
758-1660

July 11, 1969

The undersigned Harper Starkey of Queen Anne's County, State of Maryland, does hereby state:

I am a tax assessor for Queen Anne's County and have been so employed for the past nine years.

I am familiar with residential properties in the town of Barclay and am personally familiar with the double frame house in the town of Barclay, on the Barclay-Templeville Road, owned by Mrs. Margaret S. Booker.

In my opinion, the house is in poor condition. It has no central heat or plumbing facilities.

The market for this type of house in Barclay or Sudlersville is very poor and many are on the market at low asking prices with no buyers.

In my opinion, the fair market value of this property is seventeen hundred dollars (\$1700.00).

7/11/69  
Date

Harper Starkey  
Harper Starkey

STATE OF MARYLAND }  
QUEEN ANNE'S COUNTY }

TO WIT:

Subscribed and sworn to before me a Notary Public of the State and County aforesaid, this 11<sup>th</sup> day of July, 1969.

Helen C. Parker  
Notary Public



*APPRAISAL*

*Filed July 14, 1969*

J. WILBUR STAFFORD  
ELIZABETH M. STAFFORD  
Realtors

JAMES B. CLEMENTS  
Associate Salesman

*Real Estate*  
SUDLERSVILLE, QUEEN ANNE'S COUNTY

*Maryland*

21668

July 9, 1969

Specializing in Farms and  
Country Estates

Telephones: Office 438-3504  
Res. 438-3411

Robert R. Price Jr.  
Attorney At Law  
Centreville, Maryland

Dear Sir:

We have tried to find a buyer for the Margaret Booker double house in Barclay, Maryland for 18 months. The house lacks plumbing and heat.

Estimates to install plumbing in this property by two local plumbers have ranged from \$4,000 to \$5,000.

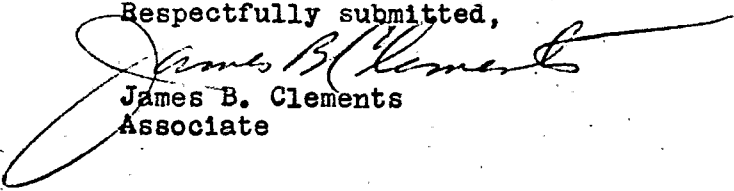
Based upon the work necessary to be done to the property, the offer of \$1,800.00 is certainly a fair and realistic price.

Purchase price	\$1,800.00
Plumbing & Toilet installation	4,000.00
Redecoration & Painting	700.00
	<u>\$6,500.00</u>

The property would be worth no more than the total of the above improvements when completed.

The price of \$1800 is a fair and realistic price.

Respectfully submitted,

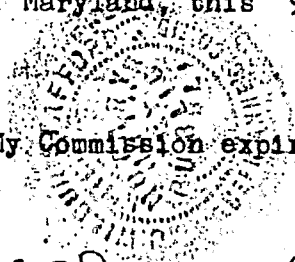
  
James B. Clements  
Associate

State of Maryland  
County of Queen Anne's

Subscribed and sworn to before me, a Notary Public of the State of Maryland, this 9th day of July, 1969

  
Notary Public

My Commission expires July 1, 1969

  
Filed July 14, 1969

This Agreement of Sale made this 25th day of June  
nineteen hundred and Sixty-nine, between Earl Price and Robert  
R. Price, Trustees of Margaret S. Booker, Incompetent, Seller and  
Shirley Ann Rhoades, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the  
latter does hereby purchase from the former the following described property situate and lying in the  
First Election District, Queen Anne's County, State of Maryland, and  
lying on the north side of Church Street in the town of Barclay,  
adjacent to the property of Newell Everett on the east, and being more  
fully described in a deed of record in Liber AFG 19 folio 172, one  
of the Land Record Books for Queen Anne's County aforesaid.

TOGETHER WITH ALL the improvements therein and thereon, consisting  
of frame double house.

at and for the price of ONE THOUSAND EIGHT HUNDRED Dollars (\$1,800.00)  
of which ONE HUNDRED EIGHTY Dollars (\$180.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on or  
before July 29, 1969. Settlement is to be held at the office of  
Robert R. Price, Jr. at 11:00 A.M. EDST on July 29, 1969 or at another  
time and place mutually agreeable to the parties hereto.

Broker's Commission of Ten percent of the purchase price is to be  
paid by the Seller to J. Wilbur Stafford, Realtor.

This contract is contingent on Buyer getting Health Department approval  
for septic system on lot.

Transfer Tax is to be divided between the Buyer and Seller.

And upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the  
Buyer's expense by the Seller, which shall convey the property by a good merchantable title to the Buyer, free of liens  
and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances,  
regulations, charges, taxes and assessments, if any.

Breach of any of the terms of this contract by the Buyer shall entitle Seller to repossession of the premises and  
to retain the above part payment as liquidated damages.

~~Expenses~~ taxes and other public charges against the premises shall be apportioned as of date  
of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, exec-  
tors, administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so  
endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of  
this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents  
shall be bound by any terms, conditions or representations not herein written; ~~and none of the terms of this contract.~~  
Cost of all recording and documentary stamps required by law shall be paid by Buyer.

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

Witness—as to Seller's Signature

Seller's Signature

(SEAL)

Witness—as to Seller's Signature

Seller's Signature

(SEAL)

Witness—as to Buyer's Signature

Buyer's Signature

(SEAL)

Witness—as to Buyer's Signature

Buyer's Signature

(SEAL)

Filed July 14, 1969

"EXHIBIT A"

18

Ex Parte In The Matter Of : In The Circuit Court For  
Margaret S. Booker : Queen Anne's County  
Incompetent : In Equity No. 5004

Decree For Sale

UPON the Petition of the Trustees and the sworn appraisals attached thereto, it is this 15 day of July, 1969, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, As follows:

That the fee simple interest of Margaret S. Booker in the real estate described in the Petition for Sale, filed this 15<sup>th</sup> day of July, 1969, be sold unto Shirley A. Rhoades, upon the terms set forth in the Contract of Sale, filed as "Exhibit A" with the Petition, it appearing to the Court that the sale is in the best interest of Margaret S. Booker, incompetent, and is necessary to preserve her estate and provide for her care and support.

That as soon as may be convenient after they have made said sale, said Trustees shall return to the Court a report of sale with an affidavit of the truth thereof and of the fairness of said sale and a purchaser's affidavit.

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 fee simple interest of Margaret S. Booker 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 Trustees shall bring in this Court all of the monies arising from said sale, after the payment to J. Wilbur Stafford, a real estate brokerage commission of ten (10%) per cent of the sale price, said monies to be disbursed or invested under the direction of this Court.

B. Hackett Turnage  
JUDGE.

*Filed July 15, 1969*

21  
/

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
 MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
 INCOMPETENT. : IN EQUITY, NO. 5004

REPORT OF SALE

The Report of Sale of the real estate made in this Cause by Robert R. Price, Jr. and Earl Price, Trustees in the above cause, unto your Honors, respectfully shows:

That pursuant to the Decree of this Honorable Court passed on the 15th day of July, 1969, your Trustees on the \_\_\_\_\_ day of July, 1969, proceeded in accordance with the terms of the Petition for Authority to Sell Real Estate and said Decree and sold the fee simple interest of Margaret S. Booker in the parcel of land therein described unto Shirley A. Rhoades at and for the sum of Eighteen Hundred (\$1,800.) Dollars, in accordance with the terms and conditions set forth in said Decree.

Respectfully submitted,

*Earl Price*  
 \_\_\_\_\_  
 Earl Price

*Robert R. Price, Jr.*  
 \_\_\_\_\_  
 Robert R. Price, Jr., Trustees  
 of Margaret S. Booker, Incom.

*Filed July 25, 1969*

22/

ORDER NISI ON SALE

In The Matter of  
Margaret S. Booker,  
A Person Alleged To  
Be Under Disability

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5004

ORDERED, this 25th day of July, 1969, that  
the sale of the real property, made and reported in this cause by  
Robert R. Price, Jr. and Earl Price, Trustees, be ratified and confirmed,  
on or after the 25th day of August, 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 suc-  
cessive weeks before the 18th day of August, 1969.

The report states the amount of sales to be \$ 1800.00

Charles W. Cecil Clerk

Filed July 25, 1969

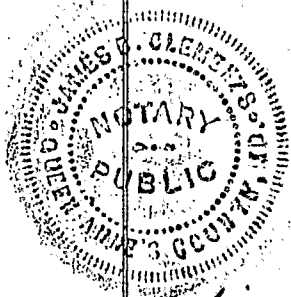
23

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
INCOMPETENT. : IN EQUITY, NO. 5004

PURCHASER'S AFFIDAVIT

I HEREBY CERTIFY, that before me, on this 28th day  
of July, 1969, a Notary Public of the State  
of Maryland, in and for Queen Anne's County, personally appear-  
ed Shirley A. Rhoades, purchase of the Margaret S. Booker  
land and improvements, situated in the Town of Barclay, First  
Election District of Queen Anne's County, Maryland, and  
made oath to the following:

- (1) Shirley A. Rhoades is not acting as agent for anyone in this sale.
- (2) Shirley A. Rhoades is the only principal involved in this sale.
- (3) Shirley A. Rhoades neither directly or indirectly discouraged anyone from purchasing on this property.



*James P. Clements*  
Notary Public

*Filed July 31, 1969*



**ORDER NISI**

ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5004  
In The Matter of  
Margaret S. Booker.  
A Person Alleged To  
Be Under Disability

ORDERED, this 25th day of July, 1969, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr. and Earl Price, Trustees, be ratified and confirmed, on or after the 25th day of August, 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 18th day of August, 1969.

The report states the amount of sales to be \$1800.00.

CHARLES W. CECIL,  
Clerk

Filed July 25, 1969

True Copy

Test: Charles W. Cecil, Clerk  
3t-8-14

*24*

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., August 26, 1969.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the **Order Nisi**

in the case/estate of **Equity Cause No. 5004**  
**Margaret S. Booker**

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 <sup>3</sup> successive weeks before the <sup>18th</sup> day of **August**, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the <sup>31st</sup> day of <sup>August July</sup> 1969, and the last insertion on the <sup>14th</sup> day of <sup>August</sup> 1969

THE RECORD-OBSERVER CORPORATION

By *Mertley H. Monroe*

*Filed Aug 26. 1969*

Ex Parte In The Matter Of : In The Circuit Court for  
Margaret S. Booker : Queen Anne's County  
Incompetent. : No. 5004

Final Order of Ratification

ORDERED, this *26th* day of *August*, 1969, 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. and Earl Price, 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.

*B. Hackett Turner, Jr.*  
JUDGE.

*Filed Aug 26. 1969*

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EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
 MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
 INCOMPETENT : IN EQUITY NO. 5004

Petition For Authority To  
 Sell Real Estate

To the Honorable, The Judges of Said Court:

The Petition of Earl Price and Robert R. Price, Jr., Trustees in the above cause, respectfully sets forth:

(1) That a part of the Trust Estate of Margaret S. Booker, Incompetent, is a fee simple interest in real estate, described as follows:

ALL that lot or parcel of land situated, lying and being in the Town of Barclay, Queen Anne's County, State of Maryland, on the public road leading through Barclay from Church Hill, improved by a dwelling and store house, being the same land granted and conveyed unto R. Leslie Booker and Margaret S. Booker, his wife, by deed from William W. Starkey and wife, dated July 10, 1922 and recorded in Liber J.F.R. No. 9, folio 344 of the Land Records of Queen Anne's County; the said R. Leslie Booker having departed this life.

Said lot is improved by a frame dwelling approximately seventy years of age without central heat, plumbing or sanitation facilities.

(2) That said real estate was appraised on February 4, 1969 and October 1, 1969, a copy attached hereto as Exhibit A, by James Clements, a real estate agent, as having a market value of \$3,500, and attached hereto is an appraisal by the right of way department of the State Roads Commission of Maryland, "Exhibit B," appraising said property for \$4,000.

(3) That said house is in poor condition, that all personal property has been removed therefrom and said house is now and has been vacant since August, 1968.

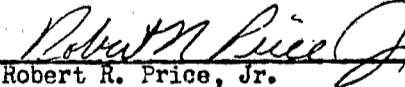
(4) That the State Roads Commission of Maryland has made your Petitioners an offer to acquire the fee simple interest in said property for the sum of \$4,000.

(5) Your Trustees in their judgment believe this to be the highest price obtainable for this property and that it is advisable and advantageous to the best interest of Margaret S. Booker, that this offer be accepted.

Your Petitioners Therefore Pray Your Honors, to pass a Decree authorizing your Trustees to sell the fee simple interest of Margaret S. Booker in the aforescribed property for the price of \$4,000. and upon full payment of the purchase price to execute a deed therefor.

Respectfully submitted,

  
 Earl Price

  
 Robert R. Price, Jr.

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 758-1660

Filed Oct. 7, 1969

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Earl Price  
Earl Price

Kaba & N. Price Jr  
Petitioners.

Filed Oct 7, 1967

29

APPRAISAL

To Whom It May Concern, the undersigned has been actively engaged in the Real Estate Profession for seven years as a licensed real estate salesman with the office of J. Wilbur Stafford, Realtor. During this time, we have sold and appraised numerous homes in the Barclay-Sudlersville-Ingleside area similar to the property to be appraised.

Following is my appraisal of the Margaret S. Booker property located in the Town of Barclay:

Residence property located on Route 313 in Barclay, eight room frame dwelling in fair to good condition, small triangular lot approximately 75' x 75' x 75', providing no septic tank installation, no plumbing, and no bath.

Appraised value-----\$3,500.00.

Date: October 1, 1969.

Respectfully submitted,

James B. Clements  
James B. Clements

Filed Oct. 7, 1969

EXHIBIT A  
LIBER 5 PAGE 427



COMMISSION MEMBERS

JEROME S. WOLFF  
CHAIRMAN OF COMMISSION  
AND DIRECTOR OF HIGHWAYS

S. WALTER BOGLEY, JR.  
MARLEY F. BRINSFIELD  
LESLIE H. EVANS  
JOHN J. McMULLEN  
WILLIAM B. OWINGS  
FRANK THORP

STATE OF MARYLAND

## STATE ROADS COMMISSION

300 WEST PRESTON STREET  
BALTIMORE, MD. 21201

(MAILING ADDRESS P.O. BOX 717, BALTIMORE, MD. 21203)

26 September 1969

Project: Q-482-271 - Improvement  
to Md. 302 from Md. 313 to Cleaves  
Ford in Queen Anne's County  
Re: Margaret Booker property  
Item Number 61348

RIGHT OF WAY DIVISION

LEROY C. MOSEB  
CHIEF OF DIVISION  
LOUIS A. YOST, JR., DEPUTY & CHIEF  
BUREAU OF APPRAISAL REVIEW  
R. DONALD WOOTEN, CHIEF  
BUREAU OF ADMINISTRATION  
HAINES B. FELTER, CHIEF  
BUREAU OF GOVERNMENT &  
PUBLIC UTILITY R/W ACQUISITION  
J. FRANCIS CURRAN, CHIEF  
BUREAU OF FIELD OPERATIONS  
LESTER K. JENKINS, CHIEF  
RIGHT OF WAY DISTRICT NO. 2  
MORONGEC ROAD MD. RTE. 447  
CHESTERTOWN, MARYLAND 21029

Mr. Robert R. Price, Jr.  
103 Lawyers Row  
Centreville, Maryland

Dear Mr. Price:

As you are aware the Maryland State Roads Commission is contemplating improving Maryland Route 302 in the vicinity of Barclay in Queen Anne's County. Our preliminary investigation indicates the entire premises owned by the above-captioned property owner will be drastically affected by the contemplated improvement to this highway. Under the circumstances, since being informed of the present owner's physical condition, this office has decided it is imperative the Commission take the immediate steps to acquire all the property at this time, if satisfactory arrangements can be made through the appropriate Court action with your cooperation.

Enclosed you will find a staff appraisal prepared by representatives of the Commission's Right of Way Division, which covers our opinion of the value for the entire property owned by Mrs. Booker. The contents of the appraisal, upon proper analysis, is self-explanatory and has been prepared after much investigation and experienced preparation. Under the circumstances, I would greatly appreciate your taking the necessary steps to petition the Court for permission to convey the dwelling and the supporting lot to the Commission for the consideration of \$ 4,000.00.

The appraisal being attached is the only one we have here in the District and I would appreciate, if there is any way possible, your returning same to me after you have utilized the information which you will need to present the matter to the Court. I wish to take this opportunity to thank you for all of your cooperation in a situation of this nature, as we certainly would not have been aware of the present

EXHIBIT B

Filed Oct 7, 1969

status of the property without your considerate help.

Very truly yours,

*Lester K. Jenkins*  
Lester K. Jenkins  
Chief - District 2  
Right of Way Division

LKJ/cd  
Enc.

cc: Mr. J. Francis Curran  
Mr. Walter W. Claggett

31

EX PARTE IN THE : IN THE CIRCUIT COURT  
 MATTER OF : FOR  
 MARGARET S. BOOKER : QUEEN ANNE'S COUNT  
 INCOMPETENT : EQUITY NO. 5004

DECREE FOR SALE

UPON the Petition of the Trustees and the appraisals attached thereto, it is this 8<sup>th</sup> day of October, 1969, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED, as follows:

That the fee simple interest of Margaret S. Booker in the real estate described in the Petition for Sale, filed on October 7<sup>th</sup>, 1969, be sold unto the State of Maryland for the use of the State Roads Commission for the sum of \$4,000; it appearing to the Court that the sale is in the best interest of Margaret S. Booker, Incompetent, and it is necessary to preserve her estate and provide for her care and support.

That as soon as may be convenient after they have made said sale, said Trustees shall return to the Court a report of sale with an affidavit of the truth thereof and of the fairness of said sale and a purchaser's affidavit.

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 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 fee simple interest of Margaret S. Booker in said real estate so sold to it, free, clear and discharged of all claims of the parties to this cause and of those claiming by, through or under them or any of them.

And the Trustees shall bring in this Court all of the monies arising from said sale for disbursement or investing under the direction of this Court.

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND

758-1660

B. Hackett Turner, Jr.  
 JUDGE.

Filed Oct. 7, 1969

LIBER.

5 PAGE 429

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LIBEP

5 PAGE 430

EX PARTE IN THE : IN THE CIRCUIT COURT FOR  
 MATTER OF :  
 MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
 INCOMPETENT. : EQUITY NO. 5004

REPORT OF SALE

The Report of Sale of the real estate in the Cause by Robert R. Price, Jr., and Earl Price, Trustees in the above Cause, unto your Honors, respectfully shows:

That pursuant to the Decree of this Honorable Court passed on the 8<sup>th</sup> day of October, 1969, your Trustees on the 8<sup>th</sup> day of October, 1969, proceeded in accordance with the terms of the Petition for Authority to Sell Real Estate and said Decree and sold the fee simple interest of Margaret S. Booker, Incompetent, in the parcel of land therein described unto the State of Maryland, for the use of the State Roads Commission at and for the sum of Four Thousand (\$4,000.) Dollars, in accordance with the terms and conditions set forth in said Decree.

Respectfully submitted,

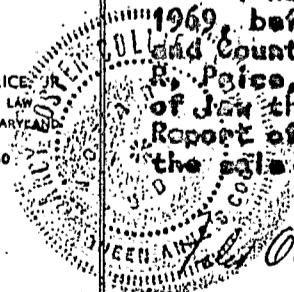
Earl Price  
 Earl Price

Robert R. Price Jr  
 Robert R. Price, Jr.,  
 Trustees of Margaret S. Booker,  
 Incompetent.

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

I HEREBY CERTIFY, that on this 10<sup>th</sup> day of October, 1969, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Earl Price and Robert R. Price, Jr., Trustees as aforesaid, and made oath in due form of Law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660



Marcy J. Collins  
 Notary Public

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ORDER NISI ON SALE

Ex Parte In the Matter of  
Margaret S. Booker, Incompetent

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

Cause No. 5004

ORDERED, this 14th. day of October, 1969, that  
the sale of the real property, made and reported in this cause by  
Earl Price and Robert R. Price, Jr., Trustees, be ratified and confirmed,  
on or after the 14th. day of November, 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 suc-  
cessive weeks before the 7th. day of November, 1969.

The report states the amount of sales to be \$4000.00.

Charles W. Cecil Clerk

Filed October 14, 1969.

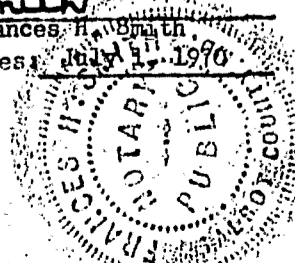
EX PARTE IN THE : IN THE CIRCUIT COURT  
MATTER OF : FOR  
MARGARET S. BOOKER, : QUEEN ANNE'S COUNTY  
INCOMPETENT : EQUITY NO. 5004

PURCHASER'S AFFIDAVIT

I HEREBY CERTIFY, that before me, on this 16th day of October,  
1969, a Notary Public of the State of Maryland, in and for Talbot  
County, personally appeared WALTER W. CLAGGETT,  
Special Attorney of the State Roads Commission of Maryland, purchaser  
of the residence property of Margaret S. Booker, situated in the Town of  
Barclay, First Election District of Queen Anne's County, Maryland and  
made oath to the following:

- (1) That the State Roads Commission of Maryland is not acting as agent for anyone in this sale.
- (2) That the State Roads Commission of Maryland is the only principal involved in this sale.
- (3) That the State Roads Commission of Maryland neither directly or indirectly discouraged anyone from ourchasing this property.

Frances H. Smith  
Notary Public - Frances H. Smith  
My commission expires July 1, 1970



Filed Oct 23, 1969

LIBER

5 PAGE 431

RECORD-OBSERVER

Centreville, Md. Nov. 20 1969

ORDER NISI

ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
in Equity  
Cause No. 5004

Ex Parte In the Matter of  
Margaret S. Booker, Incompetent  
ORDERED, this 14th day of  
October, 1969, that the sale of the  
real property, made and reported in  
this cause by Earl Price and Robert  
R. Price, Jr., Trustees, be ratified  
and confirmed, on or after the 14th  
day of November, 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 7th day of November,  
1969.

The report states the amount of  
sales to be \$4000.00.

Charles W. Cecil, Clerk

Filed: October 14, 1969

True Copy

Test: Charles W. Cecil, Clerk

31-10-30

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Order Nisi

in the ~~EX PARTE~~ Equity Cause No. 5004

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 7th day of November, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of October, 1969, and the last insertion on the 30th day of October, 1969.

THE RECORD-OBSERVER CORPORATION

By Matthew G. Monroe

*Filed Dec 2 1969*

EX PARTE IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
MARGARET S. BOOKER : QUEEN ANNE'S COUNTY  
INCOMPETENT. : NO. 5004

Final Order of Ratification

ORDERED, this 2nd day of December, 1969, 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.  
and Earl Price, 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 re-  
quired 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.

B. Hackett Turner Jr.  
JUDGE.

*Filed Dec 2, 1969*



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In The Matter of : IN THE CIRCUIT COURT FOR  
 Margaret S. Booker, : QUEEN ANNE'S COUNTY  
 Incompetent. : NO. 5004

TO: Charles W. Cecil, Clerk:

The following papers are to be recorded at length in Judgment Extenso Record:

- ✓ 1. Final Order of Ratification - 26✓
- ✓ 2. Certification to Order of Nisi on Sale - 35
- ✓ 3. Purchaser's Affidavit - 34
- ✓ 4. Order Nisi
- ✓ 5. Report of Sale - 22
- ✓ 6. Decree for Sale - 31
- ✓ 7. Letter from State Roads Commission - Exhibit B - 30
- ✓ 8. Appraisal of James B. Clements - Exhibit A - 29
- ✓ 9. Petition For Authority to Sell Real Estate - 20
- ✓ 10. Final Order of Ratification - 27
- ✓ 11. Certification to Order of Nisi of Sale - 24
- ✓ 12. Purchaser's Affidavit - 30
- ✓ 13. Order Nisi on Sale - 22
- ✓ 14. Report of Sale - 21
- ✓ 15. Decree for Sale - 18
- ✓ 16. Petition for Authority to Sell Real Estate - 17
- ✓ 17. Statement of Harper Starkey's re: Appraisal - 17
- ✓ 18. Letter from James B. Clements - re: Appraisal - 17
- ✓ 19. Copy of Contract - Exhibit A - 17
- ✓ 20. Appraisal of James B. Clements - 12
- ✓ 21. Bond - 11
- ✓ 22. Order - Appointing Earl Price & Robert R. Price, Trustees - 10
- ✓ 23. Return of Private Process Service - 7
- ✓ 24. Writ of Summons - 4
- ✓ 25. Return of Summons - 4
- ✓ 26. Petition - 1
- ✓ 27. Order of Court - 4
- ✓ 28. Certificate of Leroy R. Kimble, M. D. - 2
- ✓ 29. Certificate of William J. Holloway, M. D. - 2
- ✓ 30. Motion for Appointment of Private Person to Serve Process - 5
- ✓ 31. Order of Court - 6

*Robert R. Price, Jr.*  
 Robert R. Price, Jr.,  
 Attorney.

Filed Mar 24, 1970

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 758-1660

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

GEORGE HOFFERBERT  
ATTORNEY NAMED IN  
MORTGAGE  
Plaintiff

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

vs.

ROBERT D. ECKSTINE  
RUTH F. ECKSTINE  
Bennett's Point Road  
Grasonville, Queen Anne's  
County, Maryland  
Defendants

NO. 5016  
P. 23997

\*\*\*\*\*

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

Mr. Clerk: Will you please docket suit as per the above titling for foreclosure of the mortgage from Robert D. Eckstine and Ruth F. Eckstine, wife, to The First National Bank of Maryland, dated July 16, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 36 folio 125, wherein George Hofferbert was the attorney named in the mortgage, default having occurred in the terms thereof by reason on the non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and will file herewith a certified copy of the aforesaid mortgage recorded in Liber C.W.C. No. 36 folio 125 (to be marked Petitioner's Exhibit No. 1) as well as the accompanying affidavit.

*George Hofferbert*  
George Hofferbert  
Attorney Named in Mortgage  
1601 Court Square Building  
Baltimore, Maryland 21202  
Telephone: MU 5-5095

*Siled Jan 21, 1969*

No. 59901  
Re25536 Received for Record July 22, 1968

MORTGAGE—THE FIRST NATIONAL BANK OF MARYLAND

### This Mortgage

made this 16th day of July - - - 1968, by and between  
Robert D. Eckstine and Ruth F. Eckstine, his wife, - - - - -

of Queen Anne's County, State of Maryland.....  
(hereinafter called the "Mortgagors"), and THE FIRST NATIONAL BANK OF MARYLAND, a national  
banking association, duly organized under the banking laws of the United States (hereinafter called the  
"Mortgagee"), WITNESSETH:

WHEREAS, the Mortgagors are justly indebted unto the Mortgagee in the full and just sum of  
Fifty-four Thousand Six Hundred - - - - - Dollars (\$ 54,600.00 ),  
this day loaned to them by the Mortgagee which said sum is to be repaid twenty (20) years after date with  
interest at the rate of six and three-fourths - - - - - percent ( 6 3/4 % ) per annum, and to secure  
the payment of said sum with interest as aforesaid, those presents are executed

WHEREAS, it is understood and agreed that the Mortgagors shall pay unto the Mortgagee the sum  
of Four Hundred Fifteen Dollars and Nineteen Cents (\$415.19) - - - - -  
- - - - - each month, beginning with the 16th day of  
August - - - - - 19 68 and on the 16th day of each - - - - - month thereafter; the said pay-  
ments shall be applied first to interest on the unpaid balance of principal, and the balance to amortization  
of principal.

WHEREAS, it is covenanted and agreed by and between the parties hereto that in the event of a transfer  
or change of ownership in the property hereinafter described without the written consent of the Mortgagee, then  
the entire mortgage indebtedness shall immediately become due and payable at the option of the Mortgagee.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar and other good and  
valuable considerations, receipt whereof is hereby acknowledged, the Mortgagors do grant and convey unto the  
Mortgagee, its successors and assigns, all that lot or lots of ground, situate in the Fifth Election  
District of Queen Anne's County, - - - - - Maryland, and described as follows:

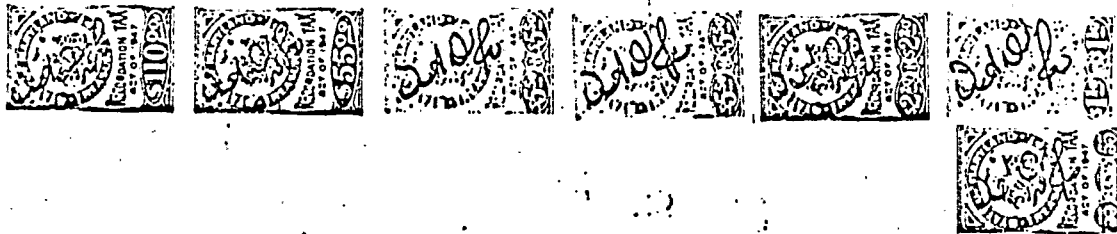
BEING known and designated as Lot No. 8 of a subdivision known as "Sportsman's Hall",  
all as more particularly set forth and shown on a plot of said subdivision entitled "Map  
Showing Survey of A Subdivision called Sportsman's Hall for Anthony Realty, Inc., 5th  
Election District, Queen Anne's County, Maryland", by Shaw and Bartlett, registered  
surveyors, dated January 17, 1963, and recorded among the Land Records of Queen Anne's  
County in Liber T. S. P. No. 72, folio 527.

SUBJECT, nevertheless, to the restrictive covenants, easements and conditions pertaining  
to "Sportsman's Hall" Subdivision as recorded among the Land Records of Queen Anne's  
County in Liber T. S. P. No. 49, folio 324.

TOGETHER with a right of ingress and egress in common with others entitled thereto  
over, upon and across a street or road known as South Avenue, and also over, upon and across  
a 30-foot wide roadway along the northerly boundary line of the lands of Wyo River  
Enterprises, Inc., to the Bennett's Point Public Road, all as set forth and shown on the afore-  
mentioned plot.

IT IS FURTHER UNDERSTOOD AND AGREED that Wyo River Enterprises, its successors or assigns,  
may from time to time relocate the ingress and egress to South Avenue upon the condition that  
such relocation and construction of any such new right of way or roadway is done without  
cost to the within Mortgagors, their heirs or assigns, and in such manner as to afford such  
Mortgagors unimpeded passage to said South Avenue over a right of way not less than  
50 foot wide having an improved roadbed constructed to the specifications approved by the  
County Commissioners of Queen Anne's County, and upon the further understanding that upon  
completion of such relocated right of way or roadbed in compliance with the provisions and  
undertakings hereinabove set forth, the said Mortgagors, their heirs and assigns, will  
surrender the right to use the aforementioned thirty-foot wide right of way or roadbed now  
leading to South Avenue.

BEING the same lot or parcel of ground which by deed dated August 5, 1965, and recorded  
among the Land Records of Queen Anne's County in Liber C. W. C. No. 16, folio 651, etc.,  
was granted and conveyed by John Philip Weidlein, Jr., and wife to the said Mortgagors, in  
fee simple.



LIBER 36 PAGE 125

8-23-68 - Original mailed to Title Guarantee Co. 21202  
Baltimore, Md 21202

3.00

LIBER 5 PAGE 435

TOGETHER with the improvements thereupon and all the rights, easements, profits and appurtenances therunto belonging.

TO HAVE AND TO HOLD the said lot or lots of ground with the improvements thereupon and all the rights, easements, profits and appurtenances therunto belonging, unto the Mortgagee, its successors and assigns, in fee simple, for the use and behoof of the Mortgagee, its successors and assigns, and the heirs, assigns and assigns of the Mortgagee, its successors and assigns, forever.

PROVIDED, that if the Mortgagors, their heirs, personal representatives or assigns, shall pay the said mortgage indebtedness and interest thereon from the date hereof, and shall perform all of the covenants and agreements herein on their part contained, then this Mortgage shall be void.

The Mortgagors hereby covenant as follows:

A. To pay the mortgage debt and interest thereon; and to pay, when due, all ground rents, taxes, assessments, public and other dues and other charges levied or assessed or which may be levied or assessed on the property hereby mortgaged and on the mortgage debt and interest, and upon payment thereof to exhibit to the Mortgagee the receipted bills therefor, at the place of business of the Mortgagee, or if requested by the Mortgagee, to pay in consecutive monthly installments at the time when principal and interest payments are due, a sum equal to one-twelfth of the annual taxes, and other charges aforesaid, ground rent, if any, and fire and other hazard insurance premiums, to enable the Mortgagee to pay the same when due; and not to permit any lien or encumbrance on the mortgaged premises superior to the lien of this mortgage.

- B. (i) To pay a late charge not to exceed two 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.
- (ii) To pay a prepayment charge of two months advance interest on the principal amount in excess of one-third of the amount of the original mortgage repaid on the loan in any twelve-month period. No prepayment charge will be imposed after the expiration of three years from the date loan was made.

C. To keep all buildings subject hereto in good and substantial repair and not permit nor suffer any waste thereof, nor tear down nor materially change, nor permit to be torn down or materially changed the improvements on the property hereby mortgaged, without the written consent of the Mortgagee.

D. To keep the improvements upon the property hereby mortgaged insured from loss by fire, war damage, if available, and such other hazards as may be required by the Mortgagee, in such insurance companies and in such amounts as may be satisfactory to the Mortgagee, and to cause a New York or other standard mortgagee clause satisfactory to the Mortgagee, to be attached to such policies and all payments thereunder shall be made to the sole order of the Mortgagee as its interest may appear; and to deliver all such policies to the Mortgagee to be kept by it; and at the option of the Mortgagee, the proceeds of the insurance may be applied by the Mortgagee to the cost, in whole or in part, of restoring or repairing any damage done by fire, or to payment of the mortgage debt.

E. To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

F. To warrant specially the said premises hereby mortgaged and to execute such further insurances thereof as may be requisite.

The parties hereto further covenant and agree as follows:

1. That, in the event of any default in any covenant of this Mortgage, or in the event a receiver or trustee is appointed for the property of the Mortgagors, or any of them, either in bankruptcy or in equity, or in case the Mortgagors, or any of them, execute a deed of trust of their property for the benefit of creditors or in the event of any transfer of the said premises by the Mortgagors without the consent in writing of the Mortgagee, then the whole mortgage indebtedness shall, at the option of the Mortgagee, be and become due and payable, and, whether or not such option is exercised, interest shall run from such time at the rate as specified in the terms of this mortgage.

2. That the Mortgagors, in accordance with the Maryland Rules of Practice and Procedure and provisions of Art. 66 of the Code of Public General Laws of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages including any amendments thereof or supplements or additions thereto which do not materially impair the remedy, (1) do hereby declare and assent to the passage of a decree by the equity court having jurisdiction for the sale of the property hereby mortgaged, and (2) do hereby authorize, in the event of any default in any of the covenants of this mortgage, the Mortgagee, its successors and assigns, or **George Hofferbert**, - - - - - its attorney, to sell the mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person authorized to sell, either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they, or he, may deem advisable.

3. That, upon any sale of said premises under this Mortgage whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fee as the court may deem proper, and also a commission to the party making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction, and also any liens prior to the lien of this mortgage unless said sale is made subject to such prior liens; second, to the payment of all claims of the Mortgagee hereunder; and third, the balance, if any, to the Mortgagor, or to any person or persons entitled thereto.

4. That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of 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, then due, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the equity courts having jurisdiction, and such party shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

5. That, should the Mortgagors fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or to keep the premises insured as agreed herein, the Mortgagee may make such payments or insure the said premises against such loss in such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate as specified in the terms of this mortgage.

6. That, should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the mortgage indebtedness.

7. That, the Mortgagee may at any time renew this Mortgage, extend the time for payment of the mortgage indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of this Mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property hereby mortgaged, take or release other security, release any party primarily or secondarily liable on this Mortgage, or such other security, or any part of the property hereby mortgaged, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest of the mortgage indebtedness any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors, or any of them, from any of the covenants or conditions of this Mortgage, or the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt.

8. That, until default be made in any covenant or condition of this Mortgage (but not thereafter), the Mortgagors shall have possession of the property hereby mortgaged. Upon default in any of the covenants or conditions of this Mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate appointment of a receiver of the property hereby mortgaged to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and upon any default, whether or not a receiver be appointed, the rents and profits of the property hereby mortgaged are hereby assigned to the Mortgagee as additional security.

9. That, the rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of but in addition to those to which the Mortgagee is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing.

10. That, this Mortgage shall also secure future advances, as provided by Section 2, Article 66 of the Maryland Code as the same may be amended from time to time.

11. That any funds on deposit with the Mortgagee in the names of the Mortgagors or any of them, and any securities and property given unto, required by or left in the possession of the Mortgagee by Mortgagors or any of them, whether as collateral security or otherwise, including safekeeping, shall, in the event of any default in any of the covenants of this mortgage, be additional collateral security for any sums due Mortgagee under the terms hereof.

The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors herein shall be binding upon their respective heirs, personal representatives or assigns.

The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to its successors and assigns.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and souls the day and year first above mentioned.

TEST:

*Nancy A. von Rinteln*  
Nancy A. von Rinteln

*Nancy A. von Rinteln*  
Nancy A. von Rinteln

*Robert D. Eckstine* (SEAL)

Robert D. Eckstine

*Ruth F. Eckstine* (SEAL)

Ruth F. Eckstine

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND, MARYLAND - - - - - to wit:

I HEREBY CERTIFY that on this 16th day of July, - - - 1968, before me, the undersigned, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert D. Eckstine, - - - - -

known to me (or satisfactorily proven) to be one of the within named Mortgages, and acknowledged the foregoing deed and in my presence signed and sealed the same. his act,

ON THE SAME DAY also appeared Paul J. Finko the Vice President of The First National Bank of Maryland, organized under the banking laws of the United States, the within named Mortgages, 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 he further made oath that he is the agent of The First National Bank of Maryland and as such is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial seal.



Nancy A. von Rinteln  
Nancy A. von Rinteln Notary Public

My commission expires: July 1, 1969

STATE OF Maryland CITY of BALTIMORE to wit:

I HEREBY CERTIFY that on this 16th day of July, 1968, before me, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Ruth F. Eckstine, known to me (or satisfactorily proven) to be one of the within named Mortgages, and she acknowledged the foregoing mortgage to be her act and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial seal.



My commission expires: July 1, 1969

Nancy A. von Rinteln  
Nancy A. von Rinteln, 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. 36 Folio 125, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I here- unto subscribe my hand and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of January, in the year nineteen hundred and sixty-nine.

Charles W. Cecil  
Charles W. Cecil  
Clerk of the Circuit Court.

Filed Jan 21, 1969

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

3 /  
I HEREBY CERTIFY, that on this 17th day of January, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George Hofferbert, Attorney Named In Mortgage as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Order are true and correct to the best of his knowledge, information and belief, that Robert D. Eckstine and Ruth F. Eckstine, his wife, who reside in Queen Anne's County, Maryland, 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.

  
Margaret C. Simmons  
NOTARY PUBLIC

Margaret C. Simmons

My Commission Expires: July 1, 1969

*Filed Jan 21, 1969*

STATEMENT OF INDEBTEDNESS

Unpaid principal balance of mortgage	\$54,600.00
Interest at 6 3/4% on principal balance from July 16, 1968, through January 15, 1969	<u>1,843.08</u>
	\$56,443.08
Late charges due from Mortgagors to Mortgagee	<u>103.75</u>
TOTAL DUE MORTGAGEE THROUGH JANUARY 15, 1969	\$56,546.83
1968-69 State and County taxes (July 1, 1968, through June 30, 1969) due to William R. Wilson, III, Treasurer and Collector of Taxes for Queen Anne's County	799.43
Interest on unpaid State and County taxes if paid in January, 1969	<u>15.99</u>
TOTAL DUE ON MORTGAGE, ETC., AND UNPAID STATE AND COUNTY TAXES THROUGH JANUARY 15, 1969	<u>\$57,362.25</u>

George Hofferbert  
George Hofferbert, Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this seventeenth day of January, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George Hofferbert, Attorney Named in Mortgage, 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.

Margaret C. Simmons  
Margaret C. Simmons, Notary Public

My commission expires July 1, 1969



*Wcd Jan 21, 1969*



City E 016

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BOND

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

KNOW ALL MEN BY THESE PRESENTS: that we, George Hofferbert, Attorney at Law, whose address is 1601 Court Square Building, City of Baltimore, State of Maryland, as Principal, and the Western Surety Company, a body corporate of the State of South Dakota

a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND DOLLARS (\$10,000.00) current money of the United States of America, to be paid 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 21st day of January, 1969.

WHEREAS, Robert D. Eckstine and Ruth F. Eckstine, his wife, did make, execute and deliver a certain mortgage unto The First National Bank of Maryland, dated the 16th day of July, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 36 folio 125, wherein the said George Hofferbert is the attorney named in the mortgage; and

WHEREAS, the above bounden, George Hofferbert, attorney named in the mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage and by reason of the non-payment of the principal mortgage debt named in said mortgage 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 mortgage at the times therein provided for the payment thereof;

Now the condition of the above obligation is such, that if the above bounden, George Hofferbert, Attorney Named in Mortgage, 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

Margaret C. Simmons  
Margaret C. Simmons

George Hofferbert (SEAL)  
George Hofferbert, Attorney  
Named in Mortgage

ATTEST:

WESTERN SURETY COMPANY, a body corporate of the State of South Dakota (Bonding Company), a body corporate duly authorized to conduct business in the State of Maryland

Catherine E. Meade

By: William M. Needot (SEAL)  
Its Attorney in Fact

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 286, 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 21st day of January in the year nineteen hundred and sixty-nine.

Charles W. Cecil  
Clerk

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RECEIVED FOR RECORD Feb. 28, 1969 LIBER

1 PAGE 298

ADDITIONAL BOND

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

KNOW ALL MEN BY THESE PRESENTS: that we, George Hofferbert, Attorney at Law, whose address is 1601 Court Square Building, City of Baltimore, State of Maryland, as Principal, and the Western Surety Company, a body corporate of the State of South Dakota, 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, just and additional sum of Sixty-Three Thousand Dollars (\$63,000.00) 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 the 27th day of February, 1969.

WHEREAS, Robert D. Eckstine and Ruth F. Eckstine, his wife, did make, execute and deliver a certain mortgage unto The First National Bank of Maryland, dated the 16th day of July, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 36 folio 125, wherein the said George Hofferbert is the attorney named in the mortgage; and

WHEREAS, the above bounden, George Hofferbert, attorney named in the mortgage is about to execute or has executed the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage and by reason of the non-payment of the principal mortgage debt named in said mortgage 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 mortgage at the times therein provided for the payment thereof;

Now the condition of the above obligation is such, that if the above bounden, George Hofferbert, Attorney at Law Named in Mortgage, 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

Lushell Haines Jr

George Hofferbert (SEAL)  
George Hofferbert, Attorney  
Named in Mortgage

ATTEST:

WESTERN SURETY COMPANY, a body corporate of the State of South Dakota, a body corporate duly authorized to conduct business in the State of Maryland

Catherine E. Moore

By: William M. Prosser (SEAL)  
Its Attorney in Fact

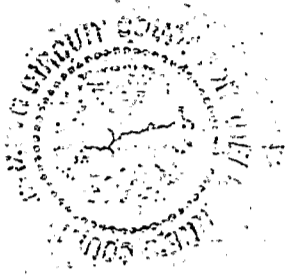
*Surety approved and Bond filed Feb 28, 1969*  
*Charles H. Reed Clerk*



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 298, 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 28th day of February in the year nineteen hundred and sixty-nine.

*Charles W. Cecil*

Clerk

GEORGE HOFFERBERT	*	IN THE CIRCUIT COURT
Attorney Named in	*	
Mortgage	*	FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
ROBERT D. ECKSTINE	*	IN EQUITY
RUTH F. ECKSTINE	*	
	*	NO. 5016

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George Hofferbert, 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 George Hofferbert, Attorney Named in Mortgage, did, pursuant to said notice, on Thursday, the 27th day of February, 1969, 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 Phyllis L. Johnson

AT AND FOR THE SUM OF \$ 72,750.00, which price was the highest amount bid for said property. The purchasers have paid the sum of \$ 7,500.00 unto the undersigned as required by the advertisement of sale and have secured the balance, being the sum of \$ 65,250.00, ~~to~~ to the undersigned bearing interest at the rate of 6% per annum.

This Report of Sale states that the amount of sale is \$ 72,750.00.

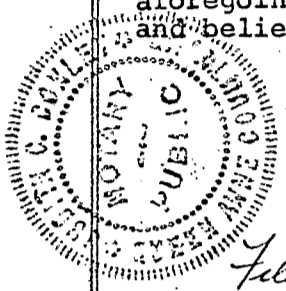
Respectfully submitted,

*George Hofferbert*  
George Hofferbert  
Attorney Named in Mortgage

STATE OF MARYLAND, COUNTY OF Queen Anne's, to wit:

This is to certify that on this 27th day of February, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Hofferbert, 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.



Judith C. Carley  
NOTARY PUBLIC

My Commission Expires: July 1, 1969

Filed Feb 28, 1969

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GEORGE HOFFERBERT	*	IN THE CIRCUIT COURT
Attorney Named in	*	FOR
Mortgage	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
ROBERT D. ECKSTINE	*	NO. 5016
RUTH F. ECKSTINE	*	

\* \* \* \* \*

AFFIDAVIT

The undersigned, purchased of the property of, or formerly of Robert D. Eckstine and Ruth F. Eckstine, his wife, sold at public auction on the 27th day of February, 1969, 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 discouraged anyone from bidding for the said property.

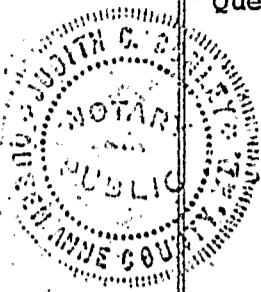
Philip L. Johnson  
PURCHASER-Affiant

\_\_\_\_\_  
PURCHASER-Affiant

DATE: February 27, 1969

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the Count of Queen Anne's, this 27<sup>th</sup> day of February, 1969.

AS WITNESS my hand and Notarial Seal.



Judith C. Conley  
NOTARY PUBLIC

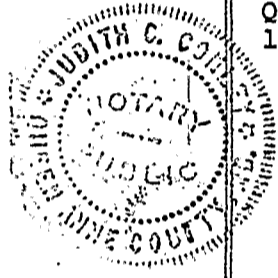
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AFFIDAVIT

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of February, 1969, that the undersigned, auctioneer of the property sold in the aforementioned cause, did appear before me and in due form of law made oath that the sale was fairly made.

Joseph A. Jackson, Jr.  
Joseph A. Jackson, Jr.  
Affiant

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 County, this 27<sup>th</sup> day of February, 1969.



Judith C. Conley  
NOTARY PUBLIC

*Filed Feb 28 1969*

**ORDER NISI ON SALE**

George Hofferbert  
Attorney Named in Mortgage  
vs.  
Robert D. Eckstine  
Ruth F. Eckstine

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5016

**ORDERED**, this 28th. day of February, 1969, that the sale of the real property, made and reported in this cause by George Hofferbert, Attorney Named in Mortgage, be ratified and confirmed, on or after the 31st. 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 March, 1969.

The report states the amount of sales to be \$72,750.00.

Charles W. Cecil Clerk

Filed February 28, 1969

RECORD-OBSERVER

Centreville, Md., April 1, 1969

Order Nisi On Sale

In the Circuit Court for Queen Anne's County In Equity Cause No. 5016 George Hofferbert Attorney Named in Mortgage VS.

Robert D. Eckstine Ruth F. Eckstine

ORDERED, this 28th day of February, 1969, that the sale of the real property, made and reported in this cause by George Hofferbert, Attorney Named in Mortgage, be ratified and confirmed, on or after the 31st 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 March, 1969.

The report states the amount of sales to be \$72,750.00.

CHARLES W. CECIL, Clerk

True Copy

Test: Charles W. Cecil, Clerk

Filed February 28, 1969

3t-3-20

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale

in the case/estate of Cause # 5016 George Hofferbert vs. Robert D. Eckstine Ruth F. Eckstine

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 24th day of March 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of March 1969, and the last insertion on the 20th day of March 1969.

THE RECORD-OBSERVER CORPORATION

By [Signature] M. Morrow

Filed April 1, 1969

FINAL ORDER OF RATIFICATION

Upon the foregoing Report of Sale and Affidavit, it is ORDERED, this 1st day of April, 1969, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale made by George Hofferbert, Attorney Named in Mortgage, on the 27th day of February, 1969, 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 George Hofferbert, 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.

[Signature] B. Hackett Turner, Jr. JUDGE

Filed April 1, 1969

12  
GEORGE HOFFERBERT,  
Attorney, etc.

vs.

ROBERT D. ECKSTINE and  
RUTH F. ECKSTINE, his wife.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* In Equity  
\* No. 5116

STATEMENT OF CLAIM

Mr. Clerk:

Please file this claim in the above mentioned matter, in accordance with Maryland Rules of Procedure BP 4, 2B; the particulars of the claim are as follows:

First: That a Mechanics' Lien in favor of Daniel J. Gannon against the above mentioned defendants was filed on December 22, 1967, in Mechanics' Lien Docket 1, page 265, in the amount of \$3,840.50.

Second: That by assignment dated March 24, 1969, Daniel J. Gannon assigned said Mechanics' Lien to F. Clifford Hane, attorney, and the Queenstown Bank of Maryland. This assignment is duly recorded in the Mechanics' Lien Docket of Queen Anne's County in N.B.W. 1, folio 268.

Third: The particulars of the claim are as follows:

(1) The amount claimed is for \$3,840.50, together with interest from December 22, 1967, at 6%, or 64¢ per day, to which should be added the costs of filing the Mechanics' Lien and the assignment thereof of \$16.00.

(2) There has been no payment on account of this amount due, to either the original lienor or the assignees.

(3) The amount due originally to Daniel J. Gannon was for labor in the construction of a white brick rancher home in the Fifth Election District of Queen Anne's County, Maryland, more fully set out in the Statement of Mechanics' Lien recorded as above.

(4) That no security for said lien is held by the lienor or his assignees.

(5) That the claim, together with interest as aforesaid, is justly due and owing by the debtors to the undersigned assignees aforesaid.

Fourth: That the original instrument upon which this claim is based is filed herewith.

*F. Clifford Hane*

F. Clifford Hane, attorney

QUEENSTOWN BANK OF MARYLAND

By *Albert V. Stant*

Albert V. Stant, Cashier

STATE OF MARYLAND

\*

To wit:

\*

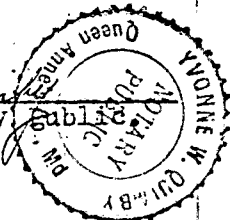
QUEEN ANNE'S COUNTY

\*

I HEREBY CERTIFY that on this 16<sup>th</sup> day of April, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, and ALBERT V. STANT, Cashier of Queenstown Bank of Maryland, and made oath in due form of law, as assignees of Daniel J. Gannon, that regular books of account have been kept, and that the keeping of such books is in the charge of Albert V. Stant aforesaid, and that the facts set forth in this Statement of Account are true as disclosed by such books of account.

WITNESS my hand and Notarial Seal.

*Yvonne W. Quinn*  
Notary Public  
*Apr. 16 7-1-69*



*Filed April 16-1969*



13  
GEORGE HOFFERBERT,  
Attorney Named in Mortgage

IN THE CIRCUIT COURT  
FOR

vs.

QUEEN ANNE'S COUNTY

IN EQUITY

ROBERT D. ECKSTINE  
RUTH F. ECKSTINE

NO. 5016

\* \* \* \* \*

PETITION

The Petition of George Hofferbert, Attorney Named In Mortgage, respectfully represents:

1. That the Respondants did make, execute and deliver to The First National Bank of Maryland, a certain mortgage encumbering real estate in Queen Anne's County, Maryland, dated the 16th day of July, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 36 folio 125, wherein George Hofferbert was named as attorney for the mortgagee.

2. That upon default in the terms of said mortgage your Petitioner did institute foreclosure proceedings in this cause against the Respondants and did in this cause, after compliance with all prerequisites, sell the encumbered property at public sale on the 27th day of February, 1969, unto Phyllis L. Johnson at and for the sum of \$72,750.00, which said sale was ratified by order of this Honorable Court on the 1st day of April, 1969.

3. That thereafter the said purchaser did pay the purchase price in full, whereupon the proceedings were referred to J. Thomas Clark for the purpose of stating an audit therein, and your Petitioner did forward to said auditor receipts for all expenses of advertising and other costs paid by him.

4. That said auditor was further advised that three (3) mechanics liens had been filed involving the property sold under the foreclosure sale, but that none of these mechanics liens creditors had taken any action to prove the validity of their claims or to enforce payments thereof, which said filed mechanics liens are as follows:

a. Mechanics Lien Docket N.B.W. No. 1 folio 265, filed December 22, 1967, \$3,840.50 plus interest, and plus costs of \$21.00, "Daniel J. Gannon vs. Eckstine and wife," assigned March 24, 1969 in N.B.W. No. 1 folio 286 to F. Clifford Hane and The Queenstown Bank of Maryland.

b. Mechanics Lien Docket N.B.W. No. 1 folio 276, filed August 22, 1968, \$930.96 plus interest and plus costs of \$62.00, "Spicer, Inc. vs. Eckstine and wife."

c. Mechanics Lien Docket C.W.C. No. 1 folio 1, filed September 20, 1968, \$1,766.80 plus interest and plus costs of \$129.00, "F. Bowie Smith and Son, Inc., vs. Eckstine and wife."

5. That the gross proceeds of sale are sufficient to pay and satisfy costs, commissions, the indebtedness due to the mortgagee and the aforesaid creditors who claim to be entitled to mechanics liens on the premises.

6. That subject to proving the validity and extent of their claims the aforesaid creditors enjoy a preferred status in the distribution of the proceeds from the foreclosure sale.

7. That in view of the fact that the sales proceeds are sufficient to satisfy the indebtedness due to the said mortgagee, costs, commissions, etc., as well as the monies that may ultimately be found to be due to mechanics liens creditors, there is no justification for not stating an audit therein making allowance for the payment of costs, commissions, monies due unto the mortgagee, etc., and providing that the balance of the sales proceeds be paid to the Clerk of the Circuit Court of Queen Anne's County until such time as the priority of distribution of such excess proceeds be determined by this Honorable Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order directing said auditor to promptly state his account in the proceedings making allowance for costs, commissions, usual expenses of a foreclosure sale and payment of the indebtedness (and interest which has accrued thereon) unto The First National Bank of Maryland, with the balance of said proceeds to be paid to the Clerk of the Circuit Court for Queen Anne's County, subject to the further order of this Court and determination of the validity of the aforesaid mechanics liens.

Respectfully submitted,

*George Hofferbert*  
 \_\_\_\_\_  
 George Hofferbert  
 Attorney Named in Mortgage

*Filed June 30. 1969*

ORDER

14  
 The foregoing Petition having been read and considered, it is thereupon this 1st day of July, 1969, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ORDERED that J. Thomas Clark, the court auditor in this cause, state his audit herein granting allowance to George Hofferbert, Attorney Named in Mortgage, for court costs, commissions and the other usual expenses of a foreclosure sale for which he shall produce receipts therefore, and for the payment of the indebtedness due unto The First National Bank of Maryland with such allowable interest as may have accrued thereon;

AND it is further ORDERED that the balance of the sales proceeds shall thereupon be paid over to the Clerk of the Circuit Court for Queen Anne's County to hold the same subject to the further order of this Court and the determination of the validity of the mechanics liens heretofore filed against the property in this cause mentioned and the priority and preference thereof.

*B. Hackett Turner Jr.*  
 \_\_\_\_\_  
 JUDGE

*Filed July 2. 1969*

15  
GEORGE HOFFERBERT,  
Attorney named in Mortgage.

vs.

ROBERT D. ECKSTINE  
RUTH F. ECKSTINE.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5016

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 George Hofferbert, Attorney named in Mortgage, wherein it appears that the proceeds of sale are more than sufficient to pay the expenses of sale, the several mechanic's liens, and the mortgage debt. The surplus proceeds of sale were directed to be paid to the mortgagors.

2. That in the within account George Hofferbert, Attorney named in Mortgage, and vendor, is charged with the proceeds of sale, interest on unpaid portion of purchase price, 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 several mechanic's liens and the mortgage debt including interest thereon. Testimony was taken to ascertain amount due under mechanic's liens and is filed as a part hereof.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

July 29, 1969

*Filed July 29, 1969*

Cause No. 5016

The Proceeds of the sale of land reported in this cause, in account with George Hofferbert, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1969

July 1	By gross proceeds of the sale of said land, per report of sale, to wit:-----	\$72,750.00
	By interest on unpaid portion of purchase price, per settlement sheet for 44 days @ 6%, to wit:-----	472.12
	By State and County taxes paid by vendor due him as a credit, per settlement sheet, to wit:-----	<u>183.87</u>
	By total proceeds, to be accounted for-----	\$73,405.99

Dr.

To George Hofferbert, Attorney named in mortgage, (and vendor), his commissions for making sale on \$72,750.00, per terms of mortgage, to wit:-----	\$ 3,787.50
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-----	\$55.00
2-Appearance of George Hofferbert, Atty- <u>10.00</u>	<u>65.00</u>
To do., for an amount paid W. M. Freestate Agency, for the premium on the corporate surety bond and additional bond filed by the vendor in this cause, per receipts exhibited, to wit:---	219.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:	
1-For advertising Notice of Sale-----	\$123.50
2-For publishing Order Nisi of Sale---	<u>14.00</u>
	<u>137.50</u>
To do., for an amount paid William R. Wilson, III, Treasurer, for the 1968-69 State and County taxes, including interest, on the real estate sold in this cause, per receipt exhibited, to wit:-----	828.41

July 29, 1969

*John L. ...*  
Auditor

To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:-----	\$ 181.87	
To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of----	150.00	
To balance carried forward for distribution to mechanic's lien holders and surplus, the sum of-----	<u>68,021.71</u>	
	\$73,405.99	<u>\$73,405.99</u>

July 29, 1969

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward before distribution to mechanic's lien holders and surplus, the sum of-----\$68,021.71

Dr.

To F. Clifford Hane and the Queenstown Bank of Maryland, Assignees of Daniel J. Gannon, holder of a mechanic's lien in the suit entitled "Daniel J. Gannon vs. Robert D. Eckstine and wife," filed December 22, 1967, in Mechanics Lien Docket N.B.W. No. 1, folio 265, as follows, to wit:

1-Amount of mechanic's lien--\$	3,840.50	
2-Interest on same from		
12/22/67 to 7/17/69-----	360.96	
3-Court costs-----	<u>21.00</u>	\$4,222.46

To Spicer, Inc., holder of a mechanic's lien in the suit entitled "Spicer, Inc. vs. Robert D. Eckstine and wife," filed August 22, 1968, in Mechanics Lien Docket N.B.W. No. 1, folio 276, as follows, to wit:

1-Amount of mechanic's lien--\$	930.96	
2-Interest on same from		
8/22/68 to 7/21/69-----	51.15	
3-Court costs-----	<u>62.00</u>	1,044.11

July 29, 1969

*J. Thomas Clark*  
Auditor

To F. Bowie Smith & Son, Inc., holder of a mechanic's lien in the suit entitled "F. Bowie Smith & Son, Inc. vs. Robert D. Eckstein and wife," filed September 20, 1968, in Mechanics Lien Docket C.W.C. No. 1, folio 1, as follows, to wit:

1-Amount of mechanic's lien--\$1,766.80		
2-Interest on same from		
9/17/68 to 7/21/69-----	88.30	
3-Court costs-----	<u>129.00</u>	\$ 1,984.10

To balance carried before distribution to Mortgagee and surplus proceeds, the sum of---	<u>60,771.04</u>	
	\$68,021.71	<u>\$68,021.71</u>

July 29, 1969

*J. H. Clark*  
Auditor

Cr.

By balance carried forward before distribution to Mortgagee and surplus proceeds, the sum of-----\$60,771.04

Dr.

To The First National Bank of Maryland, Baltimore, Maryland, Mortgagee, as payment in full of its mortgage indebtedness in the sum of \$56,546.83, and interest on same from 1/15/69 to 4/27/69 in the sum of \$1,078.62, or the sum of-----\$57,625.45

To balance carried forward for distribution to the mortgagors, as surplus proceeds, the sum of-----	<u>3,145.59</u>	
	\$60,771.04	<u>\$60,771.04</u>

July 29, 1969

*J. H. Clark*  
Auditor

Cr.

By balance carried forward for distribution to the mortgagors, as surplus proceeds, the sum of-----\$3,145.59

July 29, 1969

*J. H. Clark*  
Auditor

Dr.

To Robert D. Eckstine and Ruth F. Eckstine,  
his wife, the surplus proceeds of sale,  
or the sum of-----

\$3,145.59  
\$3,145.59

\$3,145.59

July 29, 1969

*F. Clifford Hane*

Auditor

*Filed July 29, 1969*

The first witness, having been duly sworn, did depose  
and say:

Q: Please state your name, occupation and address?

A: F. Clifford Hane, Attorney at Law and member of the Queen Anne's  
County Bar Association, Queenstown, Maryland 21658.

Q: Will you kindly state whether or not you are a co-holder,  
as assignee with the Queenstown Bank of Maryland, of a certain  
mechanic's lien filed against the property foreclosed in this  
proceeding and which has been assigned to you and the Queenstown  
Bank of Maryland by Daniel J. Gannon?

A: I am.

Q: When was the same assigned and where is it recorded?

A: This assignment was made on March 24, 1969, and is recorded  
in Mechanic's Lien Docket at Liber N.B.W. No. 1, folio 268.

Q: State whether or not that is at the foot of the original  
mechanic's lien?

A: It is.

Q: When was the original mechanic's lien filed?

A: On December 22, 1967.

Q: How much is due on this mechanic's lien as to principal sum?

A: \$3,840.50.

Q: How much is the interest and from what date?

A: From December 22, 1967, at the rate of 6%, or \$.64 per day,  
would amount of \$360.96 up until today. In addition to this  
there is court costs of \$21.00 including a release of the same.

Q: Has there been anything paid on this mechanic's lien?

A: No payment has been made on this account to either the original  
lienor or myself and the Queenstown Bank as assignees. I would  
also like to add that we have no security for this amount.

The second witness, having been duly sworn, did depose  
and say:

Q: Please state your name, occupation and address?

A: Robert R. Price, Jr., attorney at law, Centreville, Maryland.

Q: Please state whether or not you are the attorney and agent for  
Spicer, Inc. and F. Bowie Smith & Sons, Inc., who both have filed  
mechanic's liens against the property foreclosed in this proceeding?

A: I am.

Q: Are you familiar with accounts in these two mechanic's lien cases and have you contacted your client's or their agents in regard to principal sums and the interest due on the same?

A: I have.

Q: Would you please set forth the principal sum and interest due on each of these cases and state whether or not any payments have been made on these accounts.

A: On the Spicer, Inc. mechanic's lien which is recorded in Mechanic's Lien Docket N.B.W. No. 1, folio 276, there is due as to principal sum \$930.96 and interest at the rate of 6% from August 21, 1968, until July 21, 1969, in the sum of \$51.15 and court costs of \$61.00. No payments or credits since the same was filed. On the F. Bowie Smith & Sons, Inc. mechanic's lien which is recorded in Mechanic's Lien Docket C.W.C. No. 1, folio 1, there is due as to principal sum \$1,766.80 and interest at the rate of 6% from September 17, 1968, to July 21, 1969, in the sum of \$88.30 and court costs of \$128.00. No payments or credits since the same was filed.

*Filed July 29 1969*

*16*

GEORGE HOFFERBERT,  
Attorney named in Mortgage

vs.

ROBERT D. ECKSTINE  
RUTH F. ECKSTINE

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 5016

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 29, 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:

George Hofferbert  
Attorney named in Mortgage  
1601 Court Square Building  
Baltimore, Md. 21202

Robert D. Eckstine  
Ruth F. Eckstine  
Bennett's Point Road  
Grasonville, Maryland

The First National Bank of Maryland  
Baltimore, Maryland

F. Clifford Hane, Esquire  
Queenstown, Maryland

The Queenstown Bank of Maryland  
Queenstown, Maryland



Spicer, Inc.  
Church Creek, Maryland 21622

F. Bowie Smith & Son, Inc.  
4500 E. Lombard  
Baltimore, Maryland 21224

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 29, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before August 13, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 14, 1969.

*J. Thomas Clark*  
\_\_\_\_\_  
Auditor

*Filed July 29, 1969*

NISI RATIFICATION OF AUDIT

*17*

George Hofferbert  
Attorney named in Mortgage  
vs.  
Robert D. Eckstine  
Ruth F. Eckstine

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

Cause No. 5016

ORDERED, this 29th day of July, 1969, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th day of August, 1969, unless cause to the contrary thereof be previously shown; ~~providing 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 \_\_\_\_\_, 19xx.~~

*Charles W Cecil* Clerk

Filed July 29, 1969

18

GEORGE HOFFERBERT, : IN THE  
 Attorney named in Mortgage : CIRCUIT COURT  
 vs. : FOR  
 ROBERT D. ECKSTINE AND : QUEEN ANNE'S COUNTY  
 RUTH F. ECKSTINE : IN EQUITY  
 : No. 5016

: : : : : : : : : : : : : : : :

EXCEPTONS TO AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGE OF SAD COURT:

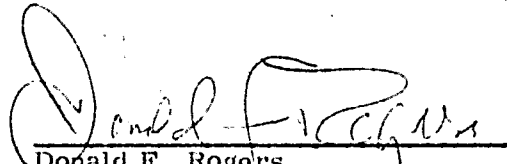
Robert D. Eckstine and Ruth F. Eckstine, Defendants (Mortgagors) in the above-captioned proceedings, by Donald F. Rogers and Kenneth D. Pezzulla, their attorneys, except to the Account of the Auditor upon the following grounds:

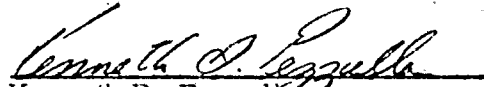
1. The Auditor erred in allowing the claim of F. Clifford Hane for Daniel J. Gannon in the amount of \$4,222.46 for the reason that Claimant has never filed or furnished an itemized statement of the nature and extent of the amounts due him and that the Defendants are entitled to credits for certain sums of money on accounts stated between them and the Claimant for (1) petty cash fund, (2) certain materials removed from the job site, i.e. copper tubing, electric vent fan motors and 4 inch by 10 inch joists, (3) insurance premiums, the policies of which were allegedly obtained and (4) certain labor and materials never performed or delivered.

2. The Auditor erred in allowing the claim of Spicer, Inc., in the amount of \$1,044.11 for the reason that Claimant has never filed or furnished an itemized statement of the nature and extent of the amounts due it and that the Defendants are entitled to credits for certain sums of money on accounts stated between them and the Claimant for materials delivered, returned and never credited to the account of the Defendants.

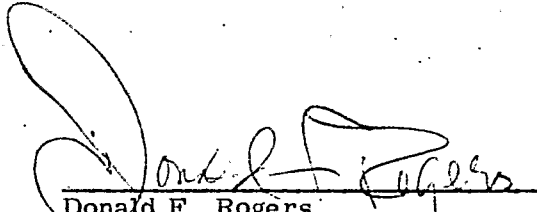
3. The Auditor erred in allowing the claim of F. Bowie Smith and Son, Inc. in the amount of \$1,984.10 for the reason that Claimant has never filed or furnished an itemized statement of the nature and extent of the amounts due it and that the Defendants are entitled to credits for certain sums of money on accounts stated between them and the Claimant for materials delivered, returned and never credited to the account of the Defendants. Furthermore, the Defendants aver and allege that the claim of F. Bowie Smith and Son, Inc. is presently being litigated in certain proceedings in the Circuit Court for Queen Anne's County (No. 3024) by and between the said F. Bowie Smith and Son, Inc. and the Defendants, and there has not been, as of the date of the filing of the Auditor's Account, a final adjudication upon the merits of said proceedings.

4. And for such other and further reasons to be brought forth at the hearing hereof.

  
Donald F. Rogers

  
Kenneth D. Pezulla  
353 Equitable Building  
Baltimore, Maryland 21202  
Telephone 837-2988  
Attorneys for Defendants

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of August, 1969, a copy of the within Exceptions to Auditor's Account was mailed to J. Thomas Clark, Esquire, Auditor, 118 North Commerce Street, Centerville, Maryland 21617.

  
Donald F. Rogers

*Filed August 12 1969*

LISEP

5 PAGE 459

ALPERT, LICHTER, COLEMAN, PEZZULLA & ROGERS  
BALTIMORE, MARYLAND

GEORGE HOFFERBERT  
Attorney Named in Mortgage

IN THE CIRCUIT COURT  
FOR

vs.

QUEEN ANNE'S COUNTY

IN EQUITY

ROBERT D. ECKSTINE  
RUTH F. ECKSTINE, wife

NO. 5016

\* \* \* \* \*

TO: MR. CHARLES W. CECIL, CLERK  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Mr. Clerk:

Pursuant to the order of this Honorable Court, dated the 2nd day of July, 1969, and the Auditor's Account herein stated, the undersigned, as attorney named in the mortgage, has disbursed the following proceeds of said mortgage foreclosure sale in the following manner, to wit:

Total Proceeds to be Accounted For \$73,405.99

Disbursements Made Per Order Of Court, To Wit:

1. To George Hofferbert, for his commissions	\$ 3,787.50	
2. To Charles W. Cecil, Clerk, for his costs	80.00	
3. To William Freestate, Agency, for bond premium	219.00	
4. To Queen Anne Record Observer	137.50	
5. To William R. Wilson, III, Treasurer, for taxes	828.41	
6. To Joseph A. Jackson, Jr., auctioneer	181.87	
7. To J. Thomas Clark, auditor	150.00	
8. To First National Bank of Maryland, Mortgagee	<u>57,625.45</u>	
TOTAL DISBURSED TO DATE		<u>\$63,009.73</u>
BALANCE OF FUNDS TO BE DISTRIBUTED BETWEEN MORTGAGORS AND HOLDERS OF MECHANICS LIENS AND/OR MORTGAGORS		\$10,396.26

It is further noted that:

1. Robert D. Eckstine and Ruth F. Eckstine, wife, have filed exception to the aforesaid Auditor's Account in respect to the amounts allocated and directed to be disbursed to satisfy the mechanics lien claims of (a) F. Clifford Hane and The Queenstown Bank of Maryland, (b) Spicer, Inc., and (c) F. Bowie Smith and Son, Inc.

2. And Whereas, the aforesaid disputed allocations for settlement of mechanics liens, dependent upon the findings of this Court in any hearing or hearings thereon, does further effect the amount of the distribution of the surplus sales proceeds due.

unto Robert D. Eckstine and Ruth F. Eckstine.

WHEREUPON, on this 5<sup>th</sup> day of September, 1969, in compliance with said Order of this Honorable Court, the undersigned, George Hofferbert, does herewith tender unto Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County, the sum of \$10,396.26 to hold the same subject to the further Order of the Circuit Court for Queen Anne's County and the determination of the respective amounts due to holders of mechanics liens and the balance due unto Robert D. Eckstine and Ruth F. Eckstine.

Respectfully submitted,

George Hofferbert  
George Hofferbert  
Attorney Named in Mortgage

*Filed Sept. 8. 1969*

20

GEORGE HOFFERBERT,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	FOR
vs	:	QUEEN ANNE'S COUNTY
ROBERT D. ECKSTINE and	:	IN EQUITY
RUTH F. ECKSTINE	:	NO. 5016
Defendants	:	

NOTICE UNDER SECOND CIRCUIT  
LOCAL RULE 500 (c)

Notice hereby given pursuant to Second Circuit Local Rule 500 (c) that F. Clifford Hane and Queenstown Bank of Maryland intend to apply at least five days hereafter to the Circuit Court for Queen Anne's County, in Equity, to fix a trial date for the taking of testimony in open court as to all the facts or matters relevant to the Exception No. 1 filed by the Defendants to the Auditor's Account heretofore filed herein.

Clayton C. Carter  
Clayton C. Carter  
Attorney for  
F. Clifford Hane and  
Queenstown Bank of Maryland;  
Assignees  
204 N. Commerce Street  
Centreville, Maryland 21617  
Telephone: 758-1680

I CERTIFY that I mailed a copy of the within Notice to Donald F. Rogers and Kenneth D. Pezulla, Esquires, Attorneys for Defendants, 353 Equitable Building, Baltimore, Maryland, 21202, this 11<sup>th</sup> day of September, 1969.

Clayton C. Carter  
Attorney for  
F. Clifford Hand and  
Queenstown Bank of Maryland

*Filed Sept. 12. 1969*

21

GEORGE HOFFERBERT,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
ROBERT D. ECKSTINE and	:	
RUTH F. ECKSTINE	:	IN EQUITY
Defendants	:	NO. 5016

MOTION TO TAKE TESTIMONY IN OPEN COURT

F. Clifford Hane and Queenstown Bank of Maryland, Assignees, by Clayton C. Carter, their attorney, move pursuant to Rule 581A, that testimony in this cause be taken orally in open court as to all the facts or matters relevant to Exception No. 1 filed by the Defendants to the Auditor's Account heretofore filed herein.

*Clayton C. Carter*

Clayton C. Carter  
Attorney for  
F. Clifford Hane and  
Queenstown Bank of Maryland,  
Assignees  
204 N. Commerce Street  
Centreville, Maryland 21617  
Telephone: 758-1680

I CERTIFY that I mailed a copy of the within Motion to Donald F. Rogers and Kenneth D. Pezzulla, Esquires, Attorneys for Defendants, 353 Equitable Building, Baltimore, Maryland, 21202, this *11th* day of September, 1969.

*Clayton C. Carter*

Attorney for  
F. Clifford Hane and  
Queenstown Bank of Maryland

*Filed Sept. 12, 1969*

ORDER

Upon the foregoing Motion and previous notice pursuant to Local Rule 500 (c) it is this *29* day of *October*, 1969

22

ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the movants have leave to take testimony as prayed and that the same is fixed for the *17th* day of *December*, 1969, provided that a copy of this Order be served on the Exceptants pursuant to Maryland Rule 306 forthwith.

*Filed Oct 29, 1969*

*B. H. Aschett Turner, Jr.*  
Judge

I CERTIFY that I mailed a copy of the within Motion and Order to Donald F. Rogers and Kenneth D. Pezzulla, Esquires, Attorneys for Defendants, 353 Equitable Building, Baltimore, Maryland, 21202, this 29th day of October, 1969.

*Filed Oct. 29, 1969*

*Clayton C. Carter*

23

GEORGE HOFFERBERT,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	
ROBERT D. ECKSTINE and	:	IN EQUITY
RUTH F. ECKSTINE	:	
	:	NO. 5016
Defendants	:	

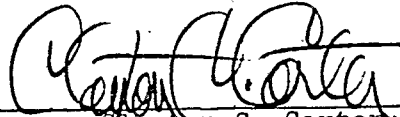
STIPULATION AND AGREEMENT  
OF COMPROMISE TO CONSENT ORDER

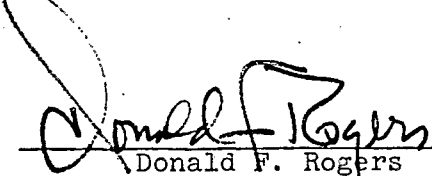
It is stipulated and agreed by and between the parties here-  
to that this Honorable Court may enter an Order by consent as  
follows:

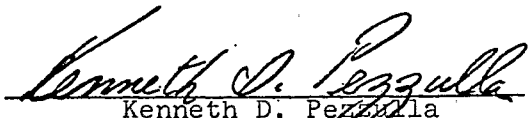
That Exception No. 1 to the Account of the Auditor filed herein by Robert D. Eckstine and Ruth F. Eckstine (Mortgagors in the above-entitled cause) be, and it is hereby, com- promised by the allowance of the sum of Four Thousand Dollars (\$4,000.00) to be paid to F. Clifford Hane, attorney, and Queenstown Bank of Maryland, Assignees of Daniel J. Gannon, who filed a mechanic's lien against the said Robert D. Eckstine and Ruth F. Eckstine, his wife, on December 22, 1967, recorded in Me- chanics Lien Docket No. 1 folio 265 of Queen Anne's County.

That any costs in connection with Exception No. 1 shall be paid out of the funds from the sale of the real estate of the said Mortgagors sold in this proceeding and deposited with the Clerk of this Court.

That the Clerk of this Court be, and he is hereby, directed to pay out of the funds on deposit with him in this cause the sum of Four Thousand Dollars (\$4,000.00) to F. Clifford Hane, attorney, and Queenstown Bank of Maryland, Assignees of Daniel J. Gannon.

  
Clayton C. Carter  
Attorney for F. Clifford Hane,  
attorney, and Queenstown Bank  
of Maryland, Assignees of  
Daniel J. Gannon

  
Donald F. Rogers

  
Kenneth D. Pezzulla  
Attorneys for Exceptants

*Filed Mar. 5, 1970*

24

GEORGE HOFFERBERT,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
ROBERT D. ECKSTINE and	:	IN EQUITY
RUTH F. ECKSTINE	:	
Defendants	:	NO. 5016

CONSENT ORDER

By consent of Robert D. Eckstine and Ruth F. Eckstine, Mortgagors, and F. Clifford Hane, attorney, and Queenstown Bank of Maryland, Assignees of Daniel J. Gannon, it is ORDERED this 6th day of March, 1970 by the Circuit Court for Queen Anne's County, in Equity, as follows:

That Exception No. 1 to the Account of the Auditor filed herein by Robert D. Eckstine and Ruth F. Eckstine (Mortgagors in the above-entitled cause) be, and it is hereby, compromised by the allowance of the sum of Four Thousand Dollars (\$4,000.00) to be paid to F. Clifford Hane, attorney, and Queenstown Bank of Maryland, Assignees of Daniel J. Gannon, who filed a mechanic's lien against the said Robert D. Eckstine and Ruth F. Eckstine, his wife, on December 22, 1967, recorded in Mechanics Lien Docket No. 1 folio 265 of Queen Anne's County.

That any costs in connection with Exception No. 1 shall be paid out of the funds from the sale of the real estate of the said Mortgagors sold in this proceeding and deposited with the Clerk of this Court.

That the Clerk of this Court be, and he is hereby, directed to pay out of the funds on deposit with him in this cause the sum of Four Thousand Dollars (\$4,000.00) to F. Clifford Hane, attorney, and Queenstown Bank of Maryland, Assignees of Daniel J. Gannon.

B. Hackett Turner, Jr.  
Judge

Filed Mar. 6. 1970



25

GEORGE HOFFERBERT, : IN THE CIRCUIT COURT  
 Attorney named in Mortgage :  
 : FOR  
 vs. :  
 : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and :  
 RUTH F. ECKSTINE : IN EQUITY  
 Defendants : NO. 5016

: : : : : : : :


STIPULATION AND AGREEMENT  
OF COMPROMISE TO CONSENT ORDER

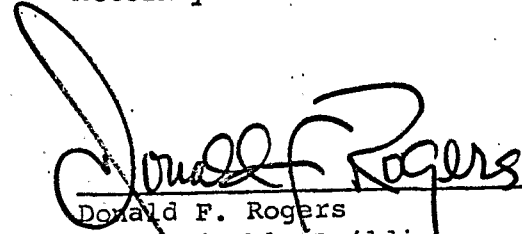
It is stipulated and agreed by and between the parties hereto that this Honorable Court may enter an Order by consent as follows:

That the amount of One Thousand Nine Hundred Eighty-Four Dollars and Ten Cents (\$1,984.10) due F. Bowie Smith & Son, Inc., as set forth in the Account of the Auditor filed in these proceedings on July 29, 1969, be distributed to Edwin T. Steffy, Jr., Attorney for F. Bowie Smith & Son, Inc. and Donald F. Rogers, Attorney for Robert D. Eckstine and Ruth F. Eckstine, as joint escrow agents for their respective clients, to be held in escrow by the said Edwin T. Steffy, Jr. and Donald F. Rogers until such time as the proceedings in the Circuit Court for Queen Anne's County, Law No. 3024, by and between the said F. Bowie Smith & Son, Inc. and Robert D. Eckstine and Ruth F. Eckstine have been finally concluded; it being further agreed by and between said parties that the disposition of said amount be determined by this Honorable Court.

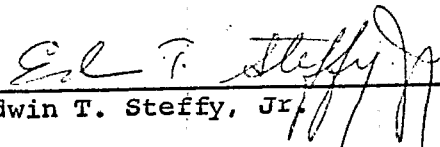
That the Clerk of this Court be, and he is hereby directed to pay out of the funds on deposit with him in this cause the sum of

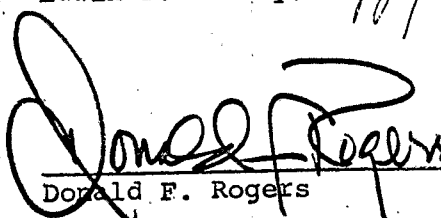
One Thousand Nine Hundred Eighty-Four Dollars and Ten Cents (\$1,984.10) to Edwin T. Steffy, Jr. and Donald F. Rogers, joint escrow agents for F. Bowie Smith & Son, Inc. and Robert D. Eckstine and Ruth F. Eckstine respectively.

  
Edwin T. Steffy, Jr.  
2400 Maryland National Bank Building  
Baltimore, Maryland 21202  
Attorney for F. Bowie Smith & Son, Inc.

  
Donald F. Rogers  
353 Equitable Building  
Baltimore, Maryland 21202  
Attorney for Robert D. Eckstine  
and Ruth F. Eckstine

We hereby certify that on the 12<sup>th</sup> day of May, 1970, a copy of the within Stipulation and Agreement of Compromise to Consent Order was hand delivered to J. Thomas Clark, Esq., Auditor, 118 North Commerce Street, Centerville, Maryland 21617.

  
Edwin T. Steffy, Jr.

  
Donald F. Rogers

Filed May 11, 1970

GEORGE HOFFERBERT, : IN THE CIRCUIT COURT  
 Attorney named in Mortgage : FOR  
 vs. :  
 : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and :  
 RUTH F. ECKSTINE : IN EQUITY  
 Defendants : No. 5016  
 : : : : : : : : :

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CONSENT ORDER

By consent of F. Bowie Smith & Son, Inc., by  
 Edwin T. Steffy, Jr., it's attorney and Robert D. Eckstine and  
 Ruth F. Eckstine by Donald F. Rogers, their attorney, it is  
 ORDERED this 12<sup>th</sup> day of May, 1970 by the Circuit Court for  
 Queen Anne's County, in Equity, as follows:

That the amount of One Thousand Nine Hundred  
 Eighty-Four Dollars and Ten Cents (\$1,984.10)  
 due F. Bowie Smith & Son, Inc., as set forth  
 in the Account of the Auditor filed in these  
 proceedings on July 29, 1969, be distributed  
 to Edwin T. Steffy, Jr., Attorney for F.  
 Bowie Smith & Son, Inc. and Donald F. Rogers,  
 Attorney for Robert D. Eckstine and Ruth F.  
 Eckstine, as joint escrow agents for their  
 respective clients, to be held in escrow by  
 the said Edwin T. Steffy, Jr. and Donald F.  
 Rogers until such time as the proceedings in  
 the Circuit Court for Queen Anne's County,  
 Law No. 3024, by and between the said F. Bowie  
 Smith & Son, Inc. and Robert D. Eckstine and  
 Ruth F. Eckstine have been finally concluded;  
 it being further agreed by and between said  
 parties that the disposition of said amount  
 be determined by this Honorable Court.

That the Clerk of this Court be, and he is  
 hereby directed to pay out of the funds on  
 deposit with him in this cause the sum of  
 One Thousand Nine Hundred Eighty-Four  
 Dollars and Ten Cents (\$1,984.10) to Edwin T.  
 Steffy, Jr. and Donald F. Rogers, joint escrow  
 agents for F. Bowie Smith & Son, Inc. and  
 Robert D. Eckstine and Ruth F. Eckstine  
 respectively.

*B. Harold Turner Jr.*  
 JUDGE

Filed May 12, 1970

27

GEORGE HOFFERBERT, : IN THE CIRCUIT COURT  
 Attorney named in Mortgage :  
 : FOR  
 vs. :  
 : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and :  
 RUTH F. ECKSTINE : IN EQUITY  
 Defendants : NO. 5016

: : : : : : : :

REQUEST OF ROBERT D. ECKSTINE AND RUTH F. ECKSTINE,  
 DEFENDANTS, TO WITHDRAW EXCEPTION NO. 2 TO AUDITOR'S  
ACCOUNT

MR. CLERK:

Please enter Item No. 2 in the Exceptions to Auditor's  
 Account of Robert D. Eckstine and Ruth F. Eckstine, Defendants,  
 against George Hofferbert, Attorney named in Mortgage, heretofore  
 filed by them in the above case on August 11, 1969 "Withdrawn by  
 Defendants as to Item No. 2."

*Donald F. Rogers*  
 \_\_\_\_\_  
 Donald F. Rogers

*Kenneth D. Pezulla*  
 \_\_\_\_\_  
 Kenneth D. Pezulla  
 Attorneys for Defendants

We hereby certify that on the 11<sup>th</sup> day of May, 1970, a  
 copy of the within Request of Robert D. Eckstine and Ruth F.  
 Eckstine, Defendants, to Withdraw Exception No. 2 to Auditor's  
 Account was hand delivered to J. Thomas Clark, Esq., Auditor,  
 118 North Commerce Street, Centerville, Maryland 21617.

*Donald F. Rogers*  
 \_\_\_\_\_  
 Donald F. Rogers

*Kenneth D. Pezulla*  
 \_\_\_\_\_  
 Kenneth D. Pezulla

*Filed May 12, 1970*

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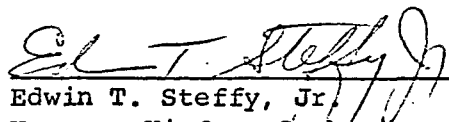
GEORGE HOFFERBERT, : IN THE CIRCUIT COURT  
 Attorney named in Mortgage :  
 vs. : FOR  
 : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and :  
 RUTH F. ECKSTINE : IN EQUITY  
 Defendants : NO. 5016  
 : : : : : : : : :

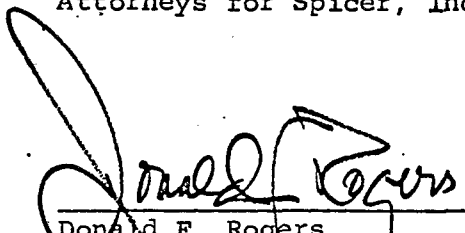
STIPULATION AND AGREEMENT  
 OF COMPROMISE TO CONSENT ORDER

It is stipulated and agreed by and between the parties hereto that this Honorable Court may enter an Order by consent as follows:

That the amount of One Thousand Forty-Four Dollars and Eleven Cents (\$1,044.11) due Spicer, Inc., as set forth in the Account of the Auditor filed in these proceedings on July 29, 1969, be distributed to Edwin T. Steffy, Jr. and Hooper, Kiefer, Sachs, Tabler and Cornell, Attorneys for Spicer, Inc.,

That the Clerk of this Court be, and he is hereby directed to pay out of the funds on deposit with him in this cause the sum of One Thousand Forty-Four Dollars and Eleven Cents (\$1,044.11) to Edwin T. Steffy, Jr. and Hooper, Kiefer, Sachs, Tabler and Cornell, Attorneys for Spicer, Inc.

  
 Edwin T. Steffy, Jr.  
 Hooper, Kiefer, Sachs,  
 Tabler and Cornell  
 2400 Maryland National Bank Building  
 Baltimore, Maryland 21202  
 Attorneys for Spicer, Inc.

  
 Donald F. Rogers  
 353 Equitable Building  
 Baltimore, Maryland 21202  
 Attorney for Robert D. Eckstine  
 and Ruth F. Eckstine

*Filed May 16 1970*

We hereby certify that on the 15<sup>th</sup> day of May, 1970, a copy of the within Stipulation and Agreement of Compromise to Consent Order was mailed to J. Thomas Clark, Esq., Auditor, 118 North Commerce Street, Centerville, Maryland 21617.

*Edwin T. Steffy, Jr.*  
Edwin T. Steffy, Jr.

*Donald F. Rogers*  
Donald F. Rogers

*Filed May 18, 1970*

*29*

GEORGE HOFFERBERT Attorney named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	QUEEN ANNE'S COUNTYE
ROBERT D. ECKSTINE and RUTH F. ECKSTINE	:	IN EQUITY
Defendants	:	NO. 5016
	:	
	:	
	:	
	:	

CONSENT ORDER

By consent of Spicer, Inc., by Edwin T. Steffy, Jr. and Hooper, Kiefer, Sachs, Tabler and Cornell, it's attorneys, and Robert D. Eckstine and Ruth F. Eckstine by Donald F. Rogers, their attorney, it is ORDERED this 19 day of May, 1970, by the Circuit Court for Queen Anne's County, in Equity, as follows:

That the amount of One Thousand Forty-Four Dollars and Eleven Cents (\$1,044.11) due Spicer, Inc., as set forth in the Account of the Auditor filed in these proceedings on July 29, 1969, be distributed to Edwin T. Steffy, Jr. and Hooper, Kiefer, Sachs, Tabler and Cornell, Attorneys for Spicer, Inc.

That the Clerk of this Court be, and he is hereby directed to pay out of the funds on deposit with him in this cause the sum of One Thousand Forty-Four Dollars and Eleven Cents (\$1,044.11) to Edwin T. Steffy, Jr. and Hooper, Kiefer, Sachs, Tabler and Cornell, Attorneys for Spicer, Inc.

*B. Hatched Turner Jr.*  
JUDGE

*Filed May 19, 1970*

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GEORGE HOFFERBERT : IN THE CIRCUIT COURT  
 Attorney named in Mortgage : FOR  
 vs : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and : IN EQUITY  
 RUTH F. ECKSTINE :  
 Defendants : No. 5016  
 : : : : :

ORDER

The Account of the Auditor dated July 29, 1969, and filed in the above proceedings and all exceptions to same having been disposed of by Stipulation and Agreement of Compromise and a Consent Order heretofore having been signed by the Court,

IT IS ORDERED this 19<sup>th</sup> day of May, 1970, that the Account of the Auditor is finally ratified and confirmed..

B. Hackett Turner Jr.  
 Judge

Filed May 19, 1970

LIBER

5 PAGE 471

ALPERT, LICHTER, COLEMAN, PEZZULLA & ROGERS  
 BALTIMORE, MARYLAND

31

GEORGE HOFFERBERT : IN THE CIRCUIT COURT  
 Attorney named in Mortgage :  
 vs. : FOR  
 : QUEEN ANNE'S COUNTY  
 ROBERT D. ECKSTINE and :  
 RUTH F. ECKSTINE : IN EQUITY  
 Defendants : No. 5016  
 : : : : : : : :

ORDER

The Auditor's Account filed July 29, 1969 in the above proceedings having been finally ratified and confirmed and the Exceptions to same having been disposed of by Stipulation and Agreement of Compromise by Consent for the respective parties and Consent Orders having been signed by this Court,

It is ORDERED this 19<sup>th</sup> day of May, 1970, that the amount of \$3,338.05 due Robert D. Eckstine and Ruth F. Eckstine as the surplus proceeds of sale together with additional amounts received by way of compromise as aforesaid be distributed to the said Robert D. Eckstine and Ruth F. Eckstine and that the Clerk of this Court be, and he is hereby directed to pay out of the funds on deposit with him in this cause said sum of \$3,338.05 to the said Robert D. Eckstine and Ruth F. Eckstine and Donald F. Rogers, their attorney, upon payment of any open Court costs.

B. Hackett Turner Jr.  
 JUDGE

*Filed May 19, 1970*



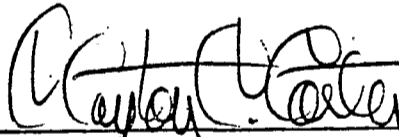
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this thirtieth day of January, in the year nineteen hundred and sixty-nine, the following Order to Docket Suit was brought to be recorded, to wit:

CLAYTON C. CARTER, ASSIGNEE : IN THE  
204 N. Commerce Street :  
Centreville, Maryland 21617 : CIRCUIT COURT  
  
VS. : FOR  
  
DAVID M. NICHOLS COMPANY : QUEEN ANNE'S COUNTY  
(formerly NICHOLS REALTY COMPANY) :  
a dissolved Maryland Corporation: IN EQUITY  
Catharine C. Wallman, last :  
resident agent :  
Stevensville, Maryland 21666 : CAUSE NO. 5018

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

You will please docket suit as per above titling for foreclosure of the mortgage from Nichols Realty Company to Raymond C. Shuchart and Clara E. Shuchart, his wife, dated March 21, 1962, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 374, and by mesne assignments vested in the undersigned Assignee, default having occurred in the terms thereof by reason of the nonpayment of the principal and interest payable under the terms of the mortgage when due and non-payment of the 1968-69 fiscal year real property taxes; and you will file the original mortgage and assignments and a Statement of Mortgage Debt attached hereto.



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

*Filed Jan 30, 1969*

Do 47581  
Re 52012 RECEIVED FOR RECORD Mar 29 1962

Purchase Money  
THIS /MORTGAGE, Made this 21ST day of MARCH

in the year nineteen hundred and Sixty-two by and between Nichols Realty Company, a body Corporate of The State of Maryland

Mortgagor ~~of the State of Maryland~~, of the first part, and Raymond C. Shuchart and Clara E. Shuchart, his wife, of 1841 Lakeview Road Clearwater Florida -----, Mortgagee s of the second part:

Whereas, the said Mortgagor is justly indebted in the full sum of Seventeen Hundred Dollars (\$1700.00), said sum to be repaid in full with interest at the rate of 6% per annum on or before April 1st., 1963, to secure payment of which sum these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Nichols Realty Company -----

do es grant and convey unto Raymond C. Shuchart and Clara E. Shuchart, his wife, -----their-- heirs and assigns, in fee simple, all that ----- lot or parcel of ground situate and lying in the 4th Election District, Queen Anne County Maryland aforesaid, and described as follows, to wit:—Beginning for Being known as Lot No. 6 Block 14, of Bay City Section One, as shown on the plat of Section One, Bay City, recorded among the Land Records of Queen Anne County in Liber T.S.P.No.5 folio 486.

Being the same lot of ground which by deed of even date was conveyed by Jerome F. Shuchart, Patricia J. Shuchart, his wife And Raymond C. Shuchart, Clara E. Shuchart, his wife, unto the Mortgagor named herein and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County.

And being subject to the restrictive covenants and conditions contained in a deed from The Bridgeside Company to Robert Podlich, dated May 29, 1952, and recorded among the Land Records aforesaid in Liber T.S.P.No.5 folio 122, said covenants and conditions being hereby incorporated in this Mortgage by reference as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Mortgagees of its delivery.

Filed Jan 30, 1969

LIBER 65 PAGE 375

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 Raymond C. Shuchart and Clara E. Shuchart, his wife, their ----- heirs and assigns, forever.

Provided, that if the said Nichols Realty Company -----

its successors

~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Seventeen Hundred (\$1700.00) ----- 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 authorize the said Mortgagee & their ----- personal representatives, or assigns, or D. Franklin Wherley, their only authorized Attorney or Agent

LIBER

5 PAGE 475

of the said Mortgagee, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ----- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor its----- ~~his personal representatives or assigns~~, or to whoever may be entitled to the same.

Successors

And the said Mortgagor for its ----- ~~his 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 its successors----- ~~his personal representatives~~ and assigns, do hereby covenant to pay, and the said Mortgagee, s, their personal representatives or assigns, or D. Franklin Wherley ----- their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its Successors-- ~~executors, administrators or assigns~~, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments Nichols Realty Company ----- the said party of the first part covenant<sup>s</sup> to pay when legally payable.

And the said party of the first part further covenant<sup>s</sup> 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 ----- dollars, 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 Mortgagee, ----- executors, administrators or assigns, to the extent of ----- lien or claim hereunder.

Witness the hand of ~~said~~ David M. Nichols, President of Nichols Realty Company, a body corporate of The State of Maryland and its Corporate seal affixed both duly attested. 376

TEST:

*Joseph M. Mough*

*Nichols Realty Company* [SEAL]  
Nichols Realty Company  
*David M. Nichols* [SEAL]  
By: David M. Nichols, President  
[SEAL] NICHOLS REALTY COMPANY

State of Maryland,

I Hereby Certify, that on this 21<sup>ST</sup> day of MARCH in the year one thousand nine hundred and Sixty-two before me,

of the State of Maryland, in and for the aforesaid, personally appeared David M. Nichols, President of Nichols Realty Company,

the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of said act. At the same time also appeared Raymond C. Shuchart and Corporate Body

Clara E. Shuchart, his wife, who made oath in due form of law that the ----- 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.

*Catharine C. Wallman*  
CATHARINE C. WALLMAN  
NOTARY PUBLIC

FOR VALUE RECEIVED, the undersigned do hereby assign the within mortgage, and mortgage indebtedness, unto Clayton C. Carter, his personal representatives and assigns, for the purpose of collection by foreclosure or otherwise.

AS WITNESS our hands and seals this 27 day of December, 1968.

WITNESS:

Malew Miller  
Malew Miller

QUAIL REALTY

BY: Nancy Hammond  
Nancy Hammond  
BY: Mary L. Robins  
Mary L. Robins  
Co-Partners

MAIL ROOM  
LIBR  
11-2  
11-1  
11-02  
11-01  
11-00

SHORT ASSIGNMENT  
OF MORTGAGE

ALPINE, INC.

FROM

TO

Nancy Hammond and  
Mary L. Robins, fka  
Quail Realty

Re 13877

Received for Record Dec. 30, 1965

at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Same day

Recorded in Liber \_\_\_\_\_ No. 85

Folio 376 etc, one of the books

Records of Baltimore City, and examined.

Per

Charles W. Cecil  
Clerk.

Charles W. Cecil

STATE OF MARYLAND,  
QUEEN ANNES COUNTY, SCT.  
I HEREBY CERTIFY THAT  
THESE ASSIGNMENTS  
RECEIVED OF RECORD THIS 23  
DAY OF JAN. 1964. RE 5775  
AND RECORDED IN LIBER 2801, 65  
Folio 376. Liber 2801. RECORD BOOK  
FOR QUEEN ANNES COUNTY.  
Charles W. Cecil  
CLERK

Assignment:

January 20th, 1964  
For Value Received, we hereby assign the within

Mortgage to Margaret Nichols Nicholson. Witness our  
Hands and Seals this 20th day January A.D. 1964.

Test:  
D. Franklin Wherley (Seal)  
D. Franklin Wherley  
Raymond C. Shuchart (Seal)  
Clara E. Shuchart (Seal)  
Raymond C. Shuchart and  
Clara E. Shuchart, his wife.

Assignment:

February 24, 1964  
For Value Received, I hereby assign the within  
Mortgage to ALLPINE, INC.

Witness my Hand and Seal this 24th day of February A. D. 1964.

Test:  
Deane R. Zander  
Assignment  
Margaret Nichols Nicholson (SEAL)  
Margaret Nichols Nicholson  
May, 1965

For Value Received ALLPINE, INC. hereby assigns all of its right,  
title and interest in and to the within mortgage to: Nancy Hammond &  
Mary L. Robins, T/A Quail Realty, a partnership.

TEST:  
Hester M. McLaughlin Secretary  
ALLPINE, INC.  
BY: Joseph M. ... Vice-President

Assignment received Dec. 30, 1965  
Re 13877. Recorded in Liber  
13877, folio 376. a bond  
Record Book for Queen  
Anne's C.  
Charles W. Cecil, Clerk



3/

CLAYTON C. CARTER, ASSIGNEE : IN THE  
 VS. : CIRCUIT COURT  
 DAVID M. NICHOLS COMPANY : FOR  
 (formerly NICHOLS REALTY COMPANY) :  
 a dissolved Maryland corpo- : QUEEN ANNE'S COUNTY  
 ration :  
 Catharine C. Wallman, last :  
 resident agent : : : : : :

STATEMENT OF MORTGAGE DEBT

Principal due on April 1, 1963	\$1,700.00
Interest at 6% per annum through December 1, 1968	578.00
	<u>\$2,278.00</u>

QUAIL REALTY  
 By Nancy Hammond  
 Nancy Hammond  
Mary L. Robins  
 Mary L. Robins

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of  
 December, 1968, before me, a Notary Public of the State of  
 Maryland, in and for the ~~City~~ of Baltimore, <sup>County</sup> personally appeared  
 NANCY HAMMOND and MARY L. ROBINS, Co-Partners of Quail Realty,  
 the Plaintiff in the above entitled cause, and made oath that  
 the foregoing is a true statement of the amount of the mortgage  
 claim under the mortgage filed in the said cause now remaining  
 due and unpaid.

AS WITNESS my hand and Notarial Seal.

Kathleen R. Howser  
 Notary Public



Filed Jan. 30, 1969

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we CLAYTON C. CARTER, Assignee,

as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND and 00/100

----- 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.

Scaled with our seals and dated this ----- day of February  
in the year of our Lord ONE THOUSAND NINE HUNDRED and SIXTY NINE.

Whereas, the above bounden Clayton C. Carter, Assignee,

by virtue of the power contained in a mortgage from Nichols Realty Company

to Raymond C. Shuchart and Clara L. Shuchart, his wife,

bearing date the 21st day of March and recorded

among the mortgage records of Queen Anne's County

in Liber T.S.P. No. 65 Folio 37 1/2 and by mesne

assignments vested in Clayton C. Carter

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Clayton C. Carter, Assignee, does

~~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 Clayton C. Carter, Assignee,

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

W. Kelly G. Westover

Clayton Carter  
Assignee  
(Seal)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Maile H. Thompson  
As to Surety

By Harold J. [Signature]  
Attorney-in-Fact

MD3726-500, 11-59 153723  
Mortgagee or Attorney's Bond

Surety approved + paid Feb 20 1969  
Charles W. Reed Clerk

LIBER 1 PAGE 297

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

I HEREBY CERTIFY THAT THE AFOREGOING IS TRULY TAKEN and copied from Liber C.W.C. No. 1, folio 297, 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 February in the year nineteen hundred and sixty-nine.



*Charles W. Cecil*

Clerk

5/

CLAYTON C. CARTER, Assignee	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
DAVID M. NICHOLS COMPANY (formerly NICHOLS REALTY COMPANY)	:	IN EQUITY
	:	CHY. NO. 5018

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 Nichols Realty Company, by mortgage dated March 21, 1962, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 374, the original of which has been filed herein, granted and conveyed unto Raymond C. Shuchart and Clara E. Shuchart, his wife, certain land in said mortgage described to secure unto it the payment of the unpaid purchase money in the amount of One Thousand Seven Hundred Dollars (\$1,700.00) 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 Mortgagees, their personal representatives and assigns, in case of any default in the covenants or conditions of said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal and interest payable under the terms of the mortgage when due, and non-payment of the 1968-69 fiscal year real property taxes which the Mortgagor covenanted to pay in said mortgage, the holder and assignee of Mortgagees assigned said mortgage to Clayton C. Carter for collection by foreclosure or otherwise, by assignment which is duly 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 Three Thousand Dollars (\$3,000.00), 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 before making a sale of the mortgaged property, the subscriber gave notice of the time, place and terms thereof, by advertisement in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report, such notice being given at least once in each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, pursuant to Maryland Rule W. 74 a 2.



5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Court House in Centreville, Maryland, on the 25th day of February, 1969, 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 abovementioned, 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 Joseph B. Stephens and Eva E. Stephens, his wife, as tenants by the entirety, they being then and there the highest bidders therefor, at and for the sum of ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00).

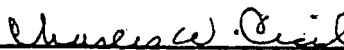
6. That the said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of FOUR HUNDRED SEVENTY FIVE DOLLARS (\$475.00), representing 25% of the purchase price of the herein mentioned property.

Respectfully submitted:

  
\_\_\_\_\_  
Assignee

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

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of March, 1969, 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.

  
\_\_\_\_\_  
Clerk

Filed Mar 4, 1969

ASSIGNEE'S SALE  
of desirable  
LOT in BAY CITY

Default having occurred in the terms of a mortgage from Nichols Realty Company dated March 21, 1962, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 374, and duly assigned to Clayton C. Carter, for 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 Courthouse door

Centreville, Maryland

on  
TUESDAY, FEBRUARY 25, 1969

at  
1:30 o'clock P.M.

ALL that lot or parcel of ground situate and lying in the Fourth Election District of Queen Anne's County, Maryland, being known as Lot No. 6 Block 14 of Bay City, Section One, as shown on the plat of Section One, Bay City, recorded among said land records in Liber T.S.P. No. 5 folio 486.

BEING the same lot which by deed dated March 21, 1962 and recorded among said land records in Liber T.S.P. No. 65 folio 371 was granted and conveyed by Jerome F. Shuchart, et al. unto Nichols Realty Company.

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

SUBJECT to the restrictive covenants and conditions contained in a deed from The Bridgeside Company to Robert Podlich, dated May 29, 1952, and recorded among said land records in Liber T.S.P. No. 5 folio 122 and to all publicly recorded rights and easements for public roads and utilities affecting this lot.

IMPROVEMENTS: Frame 12'x12' beach house.

TERMS OF SALE: A deposit of 25% of the purchase price on the day of sale in cash or by certified or cashier's check, balance within ten (10) days after ratification of the sale by the Court, or the full purchase price in cash or by certified or cashier's check on the day of sale, at the option of the purchaser.

Taxes and all other assessments and charges, if any, will be adjusted as of the tenth (10) day after the ratification of the sale by the Court.

All transfer expenses, including recordation tax stamps, will be borne by the Purchaser.

CLAYTON C. CARTER,  
Assignee

Jos. A. Jackson, Jr.,  
Auctioneer

3t-2-20

Queen Anne's

RECORD-OBSERVER

Centreville, Md., Feb. 26, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
Assignee's Sale

in the case/estate of Nichols Realty Co.

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 32<sup>3</sup>~~32~~ successive weeks before the 25th 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 *Robert M. Moore*

*Filed Mar 4, 1969*

ORDER NISI ON SALE

Clayton C. Carter,  
Assignee

vs.

David M. Nichols Company  
(formerly Nichols Realty Company)

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 5018

ORDERED, this 4th day of March, 1969, 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 7th day of April, 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 31st day of March, 1969.

The report states the amount of sales to be \$ 1,900.00

*Charles Cecil* Clerk

Filed March 4, 1969

8

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS  
COMPANY, et al

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #5018  
\*

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EXCEPTIONS TO RATIFICATION  
OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Samuel J. Aaron files Exceptions to the sale in the above-entitled matter, and for cause says:

1. That Lot No. 6, Block 14, Section 1, Bay City, was owned by David M. Nichols Company, Inc., formerly Nichols Realty, which was acquired by Deed from Jerome F. Schuchart, et al, said Deed being dated March 15, 1962 and recorded on March 29, 1962 in Queen Anne's County in Liber T. S. P. No. 65, folio 371; that the said lot was subject to the liens which are all set out here in full in accordance with a preliminary Certificate of Title from Vachel A. Downes, Jr., Attorney dated October 8, 1965, and which is filed herewith marked "Complainant's Exhibit No. 1".

2. That according to the Certificate of Title, the first mortgage lien of Seventeen Hundred Dollars (\$1700.00) on the property was assigned to Alpine, Inc. on February 24, 1964, said mortgage is the subject of these proceedings.

3. That Alpine, Inc. was incorporated on February 17, 1964, and the incorporators and officers were Gertrude Moessinger, 2813 Matthews Street, Baltimore, Maryland, Joseph M. Mroczek, 1358 Pentwood Road, Baltimore, Maryland 21212, and Diane L. Zander, 7853 Rockbourne Avenue, Baltimore, Maryland 21222; that Joseph M. Mroczek is the resident agent; that according to information received from the Department of Assessments and Taxation the corporation never filed a report until 1966's, and according to information received, there were never any meetings, there was never any stock issued, there was never any business conducted in the corporation, and the only asset that it had was the mortgage mentioned in Paragraph 2.

4. That the said company was operated from the office of David M. Nichols and Company, 15 W. Franklin Street, Baltimore, Maryland 21201, and he acted in the sale of the lot in these proceedings; that he departed this life on November 15, 1965.

5. That on the 10th day of July, 1965, a lot was sold for Twenty-Five Hundred Dollars (\$2500.00) to Nicholas A. Reiter and Ruth K. Reiter, his wife, known as Lot 6, Block 14, Section 1, of Bay City (which is the subject of the foreclosure); that the contract was assigned to your Exceptant who paid a valuable consideration for same on July 14, 1965 for the sum of Two Thousand Dollars (\$2,000.00); that your Petitioner acquired an interest in the said lot; that the title to the lot could never be delivered to anyone on account of the outstanding mortgages as is shown on the Exhibit filed herewith.

6. That according to the records of the Department of Assessments and Taxation, the President and Treasurer of Alpine, Inc. is Nancy Hubbell and the Vice President and Secretary is H. I. Sutton.

7. That the mortgage, which is the subject of the foreclosure proceedings in this matter was assigned by Alpine, Inc. to Samuel J. Aaron by assignment dated March 16, 1966, because your Petitioner advanced Two Thousand Dollars (\$2,000.00), and your Petitioner has an interest in these proceedings by having an assignment of the mortgage, and also by having an assignment of the contract.

8. That the records of the Recording Office in Queen Anne's County reveal that the mortgage, which is the subject of the foreclosure, was assigned on May \_\_, 1965 (the assignment is undated) to Nancy Hammond and Mary L. Robbins, tr/as Quail Realty, a partnership, and that said assignment was recorded on the 30th day of December, 1965, and that your Petitioner says that said assignment was made without consideration; that your Petitioner questions the authenticity of said assignment; that said assignment was made without the authority of the corporation; that by failing to record said assignment, the creditors gained superior rights to any claims that Nancy Hammond and Mary L. Robbins, tr/as Quail Realty, a partnership, could have had.

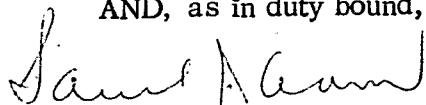
9. That your Petitioner says that said Assignment of Mortgage to Nancy Hammond and Mary L. Robbins set forth in the preceding paragraph, if it is authentic, was made in fraud of the rights of your Petitioner, and by failing to record the same at the time it was received, your Petitioner was misled and he was defrauded out of the money which he advanced for the assignment of the contract.

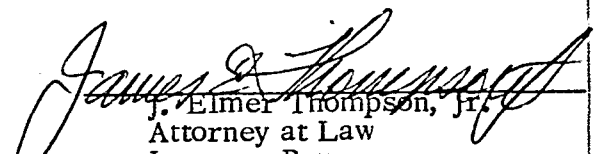
10. That your Petitioner states that under the assignment heretofore mentioned, the assignee of the mortgage had no right to make a sale, because the assignment to Nancy Hammond and Mary L. Robbins was void and of no effect.

11. That since the assignment of the contract, your Exceptant has paid the taxes on the property to the county, and has exercised all acts of ownership over same in accordance with his assignment of contract and mortgage.

12. And for other and further reasons to be shown at the hearing.

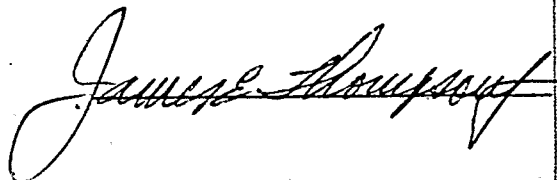
AND, as in duty bound, &c.

  
Samuel J. Aaron, Exceptant

  
J. Elmer Thompson, Jr.  
Attorney at Law  
Lawyers Row  
Centreville, Md. 21617  
Attorney for Exceptant

I HEREBY CERTIFY, that a copy of the foregoing Exceptions was mailed this 5 day of March, 1969 to Clayton C. Carter, Esq., Attorney and Assignee, 204 N. Commerce Street, Centreville, Maryland 21617.

*Filed March 5, 1969*



PRELIMINARY

## CERTIFICATE OF TITLE

The undersigned hereby certifies to Nicholas A. Reiter and Ruth K. Reiter, his wife

that from a personal examination of all public records, properly indicated by general indices at the date thereof, which contains any or all information to or affecting the title to the real estate hereinafter described, and which sources of title information cover a period of not less than 50 years last past, it is his opinion that the marketable fee simple title to said real estate, as of the date hereof, is vested in David M. Nichols Company, Inc., formerly Nichols Realty Company, Inc.

by deed from Jerome F. Schuchart, et. al.  
 dated March 15, 1962 acknowledged March 15, 1962  
 and recorded March 29, 1962 among the land records of Queen Anne's  
 County in Liber T.S.P. No. 65 folio 371 Said land is described in part as:

**Lot No. 6, Block 14, Section 1, Bay City**

SUBJECT, however, to the liens, encumbrances and other exceptions following:

The lien of a first mortgage from Nichols Realty Company, Inc.  
 to Raymond C. and Clara E. Shuchart  
 dated March 21, 1962 acknowledged March 21, 1962 and  
 recorded March 29, 1962 among the said land records in Liber T.S.P. No. 65  
 folio 374, securing an indebtedness of \$ 1700.00. Assigned to Raymond C. and Clara E. Shuchart,  
 to Margaret Nichols Nicholson on January 20, 1964, assigned by Margaret Nichols Nicholson  
 to Allpine, Inc., on February 24, 1964; Mortgage from Viewside, Inc. and David M. Nichols  
 Company, Inc., to David M. Nichols and Olive J. Nichols, his wife, dated May 11, 1963, (C.W.C.)  
 recorded October 31, 1963 in the amount of \$10,500.00 and assigned to Clarence M. Plitt on  
 May 11, 1963; Mortgage from Viewside, Inc., and David M. Nichols Company to David M. Nichols  
 and Olive J. Nichols, his wife, dated June 1, 1964, recorded June 8, 1964, Liber C.W.C. No. 8  
 folio 378, assigned to Plitt June 1, 1964.

1. No judgments or liens found in Queen Anne's County.
2. State and County taxes due in the amount of \$34.50 for fiscal year July 1, 1965 to June 30 1966.
3. C. Percy Kemp and Boulah Maxine Kemp, wife, to the Chesapeake and Potomac Telephone Company of Baltimore City, September 25, 1917, W.F.W. 11-92, for telephone line along public roads.
4. The Bridgeside Company to Eastern Shore Public Service Company of Maryland, August 29, 1952, T.S.P. 6-433, for an electric line over any part of subdivision as required to provide electric service to consumers therein.
5. The Bridgeside Company to County Commissioners of Queen Anne's County, December 17, 1956, T.S.P. 32-355, for Bay City and Bayside Drive from northeast side of Bay City Road to south side of Chesapeake Drive, Section 1, Bay City.
6. Lease from The Bridgeside Company to David M. Nichols, August 17, 1965, T.S.P. 30-369, for 99 years off shore waterfowl hunting. Note that such riparian rights reserved in "Developer" by restrictions.
7. All easements or reservations contained in deed of restrictions from The Bridgeside Company

This certificate does not cover (a) mechanics' liens not recorded at the date hereof; (b) restrictions, conditions, limitations, easements and agreements referred to in, or disclosed by the deed to the above; (c) unrecorded deeds, adverse claims and interests, defects of title, secret trusts, objections, liens or encumbrances known to the above, or of which he has intimation; (d) easements, restrictions or servitudes not disclosed by the records or by a survey's plat or certificate of survey, or which may be ascertainable from an inspection of the premises; (e) deficiencies in quantity of ground, conflicting lines, or variances between lines of record and lines of ground as used and occupied; (f) matters not disclosed by the public records, but which might be disclosed by survey; (g) the rights of tenants, if any, in possession of the property; (h) so much of the property, if any, as may lie in the bed of any road or right of way; (i) nor guarantee title to so much thereof, if any, that may lie below the mean high water mark of any navigable body of water; nor County zoning ordinances or health department regulations.

The liability, if any, of the undersigned to the above, shall be limited to the established loss or damage, not exceeding \$ 2500.00, which the above shall sustain by reason of any defect or defects in the title of the above to the estate or interest of the above in the real estate hereinabove described, or by reason of liens or encumbrances against the same as of the date hereof, excepting the defects, estate, interest, objections, liens or encumbrances mentioned above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the Town of Centreville, Maryland, this  
8th day of October, 1965

(SEAL)  
 Attorney at Law Vachel A. Downes, Jr.  
115 Lawyers Row  
Centreville, Maryland

to Robert F. Podlich, dated May 29, 1952, T.S.P. 5-122.

8. No warranties are made as to payment or non-payment of annual charges set forth in restrictions and no responsibility there unto is assumed hereby.

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS  
COMPANY, et al

\*

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\* \* \* \* \*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S CO.  
IN EQUITY  
No. 5018

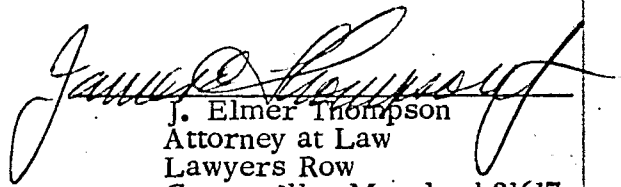
INTERROGATORIES TO CLAYTON C.  
CARTER, ASSIGNEE FROM SAMUEL  
J. AARON, EXCEPTANT

You are requested to answer the following interrogatories:

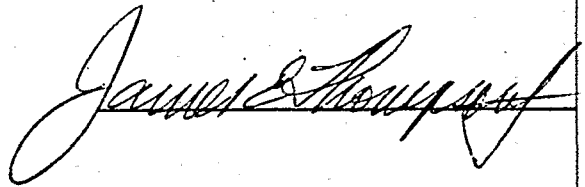
- a. These interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.
- b. Where the name or identity of a person is requested, state the full name and home and business addresses.
- c. State the name, address and title of the persons or person, employed by the Plaintiff who undertake to furnish the information requested by those interrogatories, and the precise sources of each item of information furnished. If such source is a person, please furnish the name, address and title of each such person.
  1. Produce copies of all checks, agreements, books and papers of the transaction involving the purchase of Lot 6, Block 14, Section 1, Bay City involved in these proceedings.
  2. Give a statement of the circumstances involved in the purchase or the assignment of the mortgage involved in these proceedings.
  3. Give the time, place and circumstances under which the transaction for the purchase of the mortgage involved in these proceedings took place.
  4. Give the names and addresses of all persons who were present at the transaction involving the purchase of the mortgage, and give the date <sup>the</sup> when the transaction took place and/circumstances under which it took place.

5. Give the name and address of the person who prepared the assignment of the mortgage.

6. Give the name and address of the person who actually obtained the assignment of the mortgage for Nancy Hammond and Mary L. Robbins.

  
J. Elmer Thompson  
Attorney at Law  
Lawyers Row  
Centreville, Maryland 21617

I HEREBY CERTIFY that a copy of the within Interrogatories was mailed this 1 day of April, 1969 to Clayton C. Carter, Esq., Attorney and Assignee, 204 N. Commerce St., Centreville, Maryland 21617.



*Filed April 1, 1969*



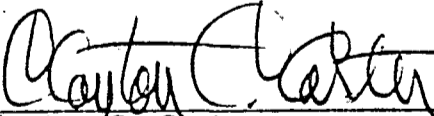
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CLAYTON C. CARTER,	*	IN THE
Assignee	*	CIRCUIT COURT
v.	*	FOR
DAVID M. NICHOLS COMPANY, et al.	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 5018

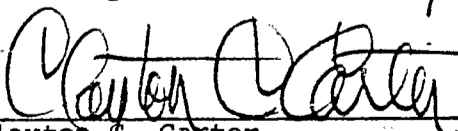
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DEMURRER TO EXCEPTIONS  
TO RATIFICATION OF SALE

Clayton C. Carter, Attorney and Assignee, demurs to the Exceptions to Ratification of Sale filed by Samuel J. Aaron on the following grounds:

1. The Exceptions fail to state facts sufficient to prevent the sale from being ratified.
2. The Exceptant has no standing to except to the sale.
3. Quail Realty's mortgage assignment was duly recorded before Exceptant's mortgage assignment was recorded, and therefore invalidates Exceptant's assignment.
4. Exceptant's assignment was invalid because Exceptant furnished no consideration for his assignment.
5. Exceptant is estopped from filing Exceptions. He was a contract purchaser who bought property subject to a pre-existing mortgage which he could have discharged at any time before the foreclosure.

  
 Clayton C. Carter  
 204 North Commerce Street  
 Centreville, Maryland 21617  
 Assignee and Attorney

I HEREBY CERTIFY that a copy of the foregoing Demurrer to Exceptions was mailed this 15th day of April, 1969 to J. Elmer Thompson, Jr., Lawyers Row, Centreville, Maryland 21617.

  
 Clayton C. Carter

*Filed April 16 1969*

LIBER

CLAYTON C. CARTER,	*	IN THE
Assignee	*	CIRCUIT COURT
v.	*	FOR
DAVID M. NICHOLS COMPANY, et al.	*	QUEEN ANNE'S COUNTY
	*	In Equity No. 5018

\*\*\*\*\*  
MEMORANDUM IN SUPPORT OF DEMURRER TO  
EXCEPTIONS TO RATIFICATION OF SALE

The gravamen of Mr. Aaron's complaint, stripped of its irrelevancies, apparently is as follows: The David M. Nichols Company owned the lot in question. On July 10, 1965, it entered into a contract to sell the lot to Mr. and Mrs. Reiter for \$2,500.00. The contract was assigned by Mr. and Mrs. Reiter to Mr. Aaron on July 14, 1965 for \$2,000.00, which Mr. Aaron paid on July 14, 1965. The lot was subject to several mortgages, including the \$1,700.00 mortgage ultimately assigned to Quail Realty. Mr. Aaron does not deny that he was aware of the \$1,700.00 mortgage.

The \$1,700.00 mortgage was created in 1962 and promptly recorded. It was ultimately assigned to Alpine, Inc. on February 24, 1964. According to paragraph 8 of the Exceptions, it was then assigned to Quail Realty in May, 1965. The latter assignment was recorded on December 30, 1965.

Paragraph 7 of the Exceptions states that the \$1,700.00 mortgage was also "assigned by Allpine, Inc. to Samuel J. Aaron by assignment dated March 16, 1966, because

*Filed May 26, 1969*

LIBER

5 PAGE 490

your Petitioner advanced \$2,000.00, and your Petitioner has an interest in the proceedings by having an assignment of the mortgage, and also by having an assignment of the contract."

Even assuming, as we must for purposes of a demurrer, that the foregoing allegations are true, it is obvious that Mr. Aaron acquired his assignment of the mortgage two and one-half months after the assignment to Quail Realty had already been recorded. It is difficult to see how Mr. Aaron can claim to be a bona fide assignee of the mortgage when the mortgage to Quail Realty had been duly recorded several months before Mr. Aaron took his assignment. Mr. Aaron's position becomes even more anomalous when it is recognized that the mortgage assignment to Quail was written on the mortgage itself. If Mr. Aaron had asked for the mortgage itself, he would have seen the assignment. However, he neither examined the Land Records of Queen Anne's County nor asked to see a copy of the mortgage which Alpine, Inc., allegedly "assigned" to him after it had already assigned it to Quail Realty. He should not, therefore, be entitled to file any Exceptions herein.

Mr. Aaron paid \$2,000.00 to acquire a contract to purchase the property. The Exceptions filed by Mr. Aaron, on their face, reveal that Mr. Aaron, up to the date of the foreclosure, is still the contract purchaser of the property. For three years after he executed the contract, there was no reason why Mr. Aaron could not have discharged the mortgage

debt and acquired the property. If he was willing to pay \$2,000.00 for a contract to purchase the property, which he admits was subject to a mortgage that had been recorded in 1962, why should he now be entitled to acquire the property without discharging the mortgage?

In Paragraph 3 of the Exceptions, Mr. Aaron, referring to Allpine, Inc., states that "according to information received, there were never any meetings, there was never any stock issues, there was never any business conducted in the corporation, and the only asset it had was the mortgage mentioned in Paragraph 2." Yet, in a remarkable tour de force, Mr. Aaron also claims that his own assignment of the mortgage is also derived from the same corporation which is subject to all of these infirmities.

Paragraph 9 of the Exceptions states that the assignment to Quail Realty "was made in fraud of the rights of your Petitioner" but no factual statements are set forth in the Exceptions to substantiate the allegations of fraud.

Paragraph 9 of the Exceptions also states that "by failing to record same at the time it was received, your Petitioner was misled and he was defrauded out of the money which he advanced for the assignment of the contract." The Exceptions themselves state that Mr. Aaron advanced his \$2,000.00 for the assignment of the contract, not for the assignment of the mortgage. What possible difference could it have made to Mr. Aaron whether the mortgage was held by Allpine, Inc.

in July, 1965, or by Quail Realty? A contract purchaser is interested only in the fact that there is an outstanding mortgage on the property. As a contract purchaser, if he wishes to acquire title and protect the investment which he has made, he knows that he must discharge the mortgage regardless of who owns the mortgage. Moreover, Mr. Aaron's innuendo that Quail Realty's assignment was invalid because it was not promptly recorded is completely without merit.

There is no requirement in Maryland law that an assignment of a mortgage be recorded at the time it is received. See Article 21, Section 32 of the Maryland Code, which provides for the form and recording of assignments of mortgages. See also Getz v. Johnston, 143 Md. 543, 123 Atl. 74 (1923) which states that assignments of mortgages are not subject to any statutory requirements with respect to the time within which they must be recorded, notwithstanding the fact that Article 21, Section 16 provides that mortgages themselves must be recorded within a certain time. Getz v. Johnston clearly establishes that Section 16 of Article 21 is inapplicable to assignments and that there is no time limit with respect to the recording of assignments of mortgages.

However, an unrecorded assignment will not give the assignee superior rights to a second assignee, who first recorded his assignment. See M. L. E., Mortgages, Sections 113, 117. The reason for this rule is set forth in Section 26 of Article 66 which states: "The title to all promissory

notes and other instruments hereafter made, and debts hereafter contracted secured by mortgage or deeds in the nature of a mortgage, shall both before and after the maturity of said notes, other instruments or debts, be conclusively presumed to be vested in the person, persons or body corporate holding the record title to such mortgage or deed in the nature of a mortgage..." (Emphasis added). See also Morrow v. Stanley, 119 Md. 590, 87 Atl. 484 (1913).

Mr. Aaron has not stated the consideration by which he was entitled to obtain an assignment of the mortgage. Paragraph 5 of his Exceptions states that the \$2,000.00 which he paid in July, 1965 was for an assignment of the contract to purchase. In Paragraph 7 it is stated that "the mortgage, which is the subject of the foreclosure proceedings in this matter was assigned by Allpine, Inc. to Samuel J. Aaron by assignment dated March 16, 1966 because your Petitioner advanced \$2,000.00...". This allegation is insufficient to explain why Allpine, Inc. assigned the mortgage to Samuel J. Aaron. Allpine, Inc. was a mortgagee. Why would a mortgagee assign a mortgage to a person who had purchased the equity in the property from a complete stranger? There is no explanation for this bizarre transaction in the Exceptions.

On the basis of the foregoing, the demurrer filed by the Assignee should be sustained.

*Clayton C. Carter*

Clayton C. Carter  
204 North Commerce Street  
Centreville, Maryland 21617

Assignee and Attorney

I HEREBY CERTIFY that a copy of the foregoing  
Memorandum was handed this 26th day of May,  
1969 to J. Elmer Thompson, Jr., Lawyers Row, Centreville,  
Maryland 21617.

*Clayton C. Carter*

Clayton C. Carter

*Filed May 26, 1969*

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

RECEIVED & PAID FOR NO. 100

[Faint, illegible text throughout the main body of the document]

*[Signature]*  
J. Edgar Hoover, Jr.  
Director, FBI  
Washington, D.C.

[Faint, illegible text at the bottom left]

*[Signature]*  
[Faint text]

*[Signature]*



12

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S COUNTY

\* Equity No. 5018

\* \* \* \* \*

AMENDED EXCEPTIONS TO  
RATIFICATION OF SALE

Now comes Samuel J. Aaron and excepts to the ratification of the sale for the following reasons:

1. That the assignee had no right to foreclose, the mortgage, because he did not have a valid assignment.
2. That the assignee did not have a valid assignment of the mortgage, because the mortgage was not signed by any duly authorized officer of the corporation; and the alleged signature of the Vice President is not the signature of Joseph Mroczek.
3. That there was no consideration paid for the assignment of the mortgage by the original assignees.
4. That the signature on the assignment is not a valid signature of Joseph Mroczek and he never signed the assignment. The said Joseph Mroczek was never authorized by the corporation to sign the assignment in behalf of the corporation.
5. That the assignment is in fraud of the rights of Samuel J. Aaron, the lawful assignee.
6. Attached hereto is a photostatic copy of the assignment to Samuel J. Aaron and a photostatic copy of a Contract of Sale in the lot represented by the mortgage; that the lot was sold by contract to Nicholas A. Reiter and Ruth K. Reiter, his wife, and the contract was assigned to this Exceptant.

*James E. Thompson, Jr.*  
 J. Elmer Thompson, Jr.  
 Attorney at Law  
 Lawyers Row  
 Centreville, Md. 21617

*Sales June 2, 1969*

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 5018

\*\*\*\*\*

AMENDED EXCEPTIONS TO  
RATIFICATION OF SALE

Now comes Samuel J. Aaron and excepts to the ratification of the sale for the following reasons:

1. That the assignee had no right to foreclose, the mortgage, because he did not have a valid assignment.

2. That the assignee did not have a valid assignment of the mortgage, because the mortgage was not signed by any duly authorized officer of the corporation; and the alleged signature of the Vice President is not the signature of Joseph Mroczek.

3. That there was no consideration paid for the assignment of the mortgage by the original assignees.

4. That the signature on the assignment is not a valid signature of Joseph Mroczek and he never signed the assignment. The said Joseph Mroczek was never authorized by the corporation to sign the assignment in behalf of the corporation.

5. That the assignment is in fraud of the rights of Samuel J. Aaron, the lawful assignee.

6. Attached hereto is a photostatic copy of the assignment to Samuel J. Aaron and a photostatic copy of a Contract of Sale in the lot represented by the mortgage; that the lot was sold by contract to Nicholas A. Reiter and Ruth K. Reiter, his wife, and the contract was assigned to this Exceptant.

*James E. Thompson, Jr.*  
J. Elmer Thompson, Jr.  
Attorney at Law  
Lawyers Row  
Centreville, Md. 21617

*Filed June 2, 1969*

I HEREBY CERTIFY, that a copy of the Amended Exceptions to Ratification of Sale was mailed to Clayton C. Carter, Esq., Attorney and Assignee, 204 N. Commerce St., Centreville, Md, this 2 day of June, 1969.

*James E. Thompson, Jr.*  
J. Elmer Thompson, Jr.

*Filed June 2, 1969*



No55430 Rel4767 Received For Record Mar. 18, 1966  
ASSIGNMENT OF MORTGAGE—Form 11

This Deed, Made this 16th day of March,  
in the year one thousand nine hundred and sixty-six by ALLPINE, INC., a body  
corporate of the City of Baltimore, State of Maryland.

WITNESSETH, that 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 Alpine, Inc.,  
do es hereby grant and assign unto Samuel J. Aaron

all its right, title and interest in a certain mortgage made to Raymond C.  
Shuchart and Clara E. Shuchart, his wife  
by Nichols Realty Company, Inc. on Lot No. 6, Block 14, Section 1, Bay City

dated the 21st day of March, 19 62, and recorded  
among the Land Records of Queen Anne's County  
in Liber T. S. P. No. 65 Folio 374, etc. The said mortgage was  
assigned by Raymond C. Shuchart and Clara E. Shuchart, his wife to Margaret Nichols  
Nicholson on January 20, 1964, and assigned by Margaret Nichols Nicholson to Alpine,  
Inc. on February 24, 1964.

AS WITNESS the signature of Joseph M. Mroczek, <sup>VICE</sup> President of Alpine, Inc.,  
attested by its corporate seal, the day and year first above written.

TEST: [SEAL]

Alma V. Jenkins  
Alma V. Jenkins  
By Joseph M. Mroczek, VICE President [SEAL]

STATE OF MARYLAND, City of Baltimore, to wit:

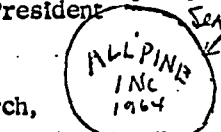
I Hereby Certify, That on this 16th day of March,  
in the year one thousand nine hundred and sixty-six before me, the subscriber,  
a Notary Public (Justice of the Peace) of the State of Maryland, in and for Anne Arundel County

Joseph M. Mroczek, <sup>VICE</sup> President of Alpine, Inc., personally appeared

and he acknowledged the foregoing Assignment of Mortgage to be its corporate  
act.

As witness my hand and Notarial Seal.

Alma Virginia Jenkins  
Notary Public - Justice of the Peace  
Alma Virginia Jenkins



55430

ASSIGNMENT

FROM

ALPINE, INC., a body

corporate

TO

SAMUEL J. AARON

Re 14767

Received for Record March 15, 1964,

at 10 o'clock M. Same day recorded in

Liber Case No. 20. Folio 538 &c.

one of the Land Records of Queen

County examined per

Charles W. Cecil Clerk

Cost of Record, \$ 3.00 Pa.

The Daily Record Company, Baltimore, Md.

July 14, 1965

(to Samuel Aaron wife)

For value received, I hereby assign all my right, title and interest on the <sup>sale</sup> commission

due on Lot 6 Bl 14 1st St. Bay City

Dist. of Dept. of Ju. 74. 0

check 70269 \$ 4000-  
check 70270 \$ 2000-  
both dated 7/14/65

CONTRACT OF SALE

SALES REPRESENTATIVE  
DAVID M. NICHOLS & CO.  
15 West Franklin Street  
Baltimore 1, Maryland  
LExington 9-6855

Queen Anne's County, Maryland

Eastern Shore Office  
Kent Island Shopping Center  
Stevensville, Maryland  
Mission 3-2921

THIS AGREEMENT, Made this.....day of....., 19....., by and between  
.....hereinafter called "Seller", and  
.....hereinafter called Purchaser(s).

WITNESS that in consideration of the sum of .....dollars, of which  
the sum of .....dollars has been paid prior to the signing of this Agreement, the  
Purchaser(s) hereby purchase from the Seller Lot .....in Block .....  
of the subdivision of .....situate and lying in Queen Anne's County, State of Mary-  
land. The balance of said purchase price shall be paid: (a) the sum of .....dollars  
in cash within five days (5) after date of this agreement; (b) the balance of .....dollars  
in cash on or before .....days from date of this agreement, or in monthly payments of  
.....dollars each, which shall include interest on the aforesaid unpaid principal bal-  
ance at six per cent (6%) per annum, beginning for the first thereof on the .....day of  
....., 19....., and continuing for the same on the .....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 en-  
cumbrances 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 rec-  
ord. The Purchaser(s) agree(s) to pay costs of such conveyance including notary fees, revenue  
stamps and all recording charges.

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  
..... In the event that application to said ..... is  
disapproved, then this agreement shall be inoperative and void, and all deposits made by the Pur-  
chaser(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:..... Sales Representative  
*Nicholas P. Reiter* (SEAL) By .....  
(Purchaser) ACCEPTED: /  
*Ruel K. Reiter* (SEAL)  
(Purchaser) (Seller)  
.....  
(Address) By .....  
(Occupation) (Telephone) Date .....

## RESTRICTIONS AND CONDITIONS

1. All lots in shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith and on no lot shall there be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of said lot

and shall have a setback from the dividing lines of said lot of least ten (10) feet and shall have a setback from the rear boundary of the lot at least ten (10) feet.

1-A. No purchaser of any of the lots now owned by THE SELLER in said development shall have any right, as such purchaser, to construct, maintain or use water fowl or duck blinds in or upon the waters adjacent to the said development; it being specifically understood that THE SELLER, and its successors, licensees and assigns shall have full and exclusive rights to construct, maintain and use water fowl or duck blinds in said waters.

2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations and location thereof are submitted to and approved by THE SELLER, or its successors in the ownership or development of the entire tract, or its duly authorized agents. Written permission must be obtained from the SELLER to construct or maintain fences, walls, hedges, buildings, piers, boothouses, bulkheads, bothouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

4. No trees shall be cut and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as a part of such excavations.

5. Free and open spaces shall be left on both sides and to the front and to the rear of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines from the front and from the rear of said lots.

6. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9. In order to preserve or improve the views of land and water, hills and valleys, obtainable on and from the various lots shown on the said Plot, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitos and other insects, the SELLER reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, mosquitos or other insects.

10. The land hereby conveyed shall, in respect to that

part of it which lies in the bed of the road or roads harboring the property, be subject to an easement in favor of the owners and occupants of lots and houses bordering other parts of the said road or roads in respect to the free and common use of the said road or roads, both for the purpose of passage to and from and for the laying or erecting of water pipes, gas pipes, electric poles or other public utilities to be used in common by the owners and/or occupants of the entire tract, and further, that the owners or owner of any lot will join in a petition to the proper governmental authorities, that this road or roads bordering the property be taken over by the County as public roads under a proper deed or dedication to be signed by such owner or owners at such time when two-thirds of the owners of the lots along such road or roads shall demand.

11. The SELLER hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the SELLER, and with the consent of the owner as to any other land included in said tract; and to grade, change the grade of, or regrade any street, road or lane shown on said plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

12. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the SELLERS, its successors, assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the SELLER, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the SELLER or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

14. Any or all of the rights and powers, titles, easements and estates reserved or given to the SELLER in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the SELLER, the SELLER thereupon being released therefrom.

15. The Purchaser, or successor in possession, covenants to pay to THE SELLER, its successors or assigns, on March 1st of each year the sum of Ten Dollars (\$10.00) for each and every lot purchased, to be used for construction, maintenance and repair of streets in the subdivision. At such time as

its successors or assigns shall form an association of the purchasers and owners of the lots in this subdivision for the purpose of administering the road funds each purchaser or owner expressly agrees to join and maintain membership in such association and to accept and abide in all rules and regulations for the conduct of such Association when formed.

CLAYTON C. CARTER

Assignee

vs.

DAVID M. NICHOLS COMPANY, et al

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5018

\*\*\*\*\*

INTERROGATORIES

Propounded pursuant to Maryland Rules

TO: SAMUEL AARON

BY: CLAYTON C. CARTER, Assignee

You are requested to answer the following Interrogatories:

- a. These Interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.
- b. Where the name or identity of person is requested, please state full name, home address, and also business address, if known.
- c. Unless other wise indicated, these Interrogatories refer to the time, place and circumstances of the occurrence mentioned or complained of in the pleadings.
- d. Where knowledge or information or possession of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys.
- e. The pronoun "you" refers to the party to whom these Interrogatories are addressed, and the persons mentioned in clause (d).

1. Set forth the complete facts on which you base the statement in Paragraph 1 of your amended exceptions that the mortgage assignment was not a "valid assignment."

2. Was Joseph M. Mroczek an officer of Allpine, Inc. in May 1965? If so, what office did he occupy?

3. State the custodian and the location of the minute book and other corporate records of Allpine, Inc.



4. State who prepared the minutes of Allpine, Inc.
5. Set forth the complete facts on which you base the statement in Paragraph 2 of your amended exceptions that "the alleged signature of the Vice President is not the signature of Joseph Mroczek."
6. Does Joseph Mroczek presently claim that the signature on the mortgage assignment is a forgery of his signature?
7. Set forth the complete facts in support of the statement in Paragraph 3 of your amended exceptions that "there was no consideration paid for the assignment of the mortgage by the original assignee."
8. Set forth the names and addresses of all experts who have examined the signature on the mortgage assignment to Quail Realty, and if any such expert has furnished you with a written report, attach a copy to your answers.
9. Set forth the business address, home address, business telephone and home telephone of Joseph Mroczek.
10. Has Joseph Mroczek ever received any compensation, or promise of compensation, of any type or nature, for any services or information, from you or any corporation in which you or any member of your family own fifty percent (50%) or more of a beneficial interest in the stock?
11. Paragraph 3 of the "Exceptions to Ratification of Sale" states with respect to Allpine, Inc.: "According to information received, there were never any meetings, there was never any stock issue, there was never any business conducted in the corporation, and the only asset that it had was the mortgage mentioned in Paragraph 2." Set forth:
  - a. The name or names of the person or persons from whom you received this information.
  - b. The time period to which the above quoted statement applies.
12. Did David M. Nichols and/or The David M. Nichols Company control Allpine, Inc., until Mr. Nichols' death on November 15, 1965? If not, and if no stock had been issued, who controlled or owned Allpine, Inc. in May 1965?
13. Who were the officers and stockholders of Allpine, Inc., in March 1966?
14. Who signed the assignment to you of the contract of sale to Reiter? Attach a copy of the assignment of the contract.
15. How much did you pay for the assignment of the contract of sale? Was the payment in cash or by check? If by check, attach a copy of the check.
16. What was the consideration furnished by you to Allpine, Inc., for an assignment of the mortgage? To whom was it paid? Was the payment in cash or by check? If by check, attach a copy of the check.

17. When you took an assignment of the mortgage from Allpine, Inc., did you know that Allpine, Inc., had executed a purported assignment of the mortgage to Quail Realty?

18. Before you took an assignment of the mortgage from Allpine, Inc., did you search, or cause a search to be made of the Land Records of Queen Anne's County to determine the ownership of the mortgage?

19. Did you examine the mortgage itself before you took an assignment thereof? If so, who showed it to you?

20. a. When did you first notify Quail Realty that you were contending the Mroczek signature on the mortgage assignment to Quail Realty was not a valid signature?

b. Whom did you notify?

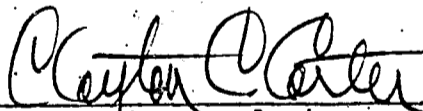
c. Was the notification oral or in writing? If in writing, attach a copy of the writing.

21. Does Clarence M. Plitt have any interest in the property subject to the mortgage involved in this case? If so, describe that interest.

22. Do you have any arrangements or contracts, oral or written, with Clarence M. Plitt, or any corporation controlled by Clarence M. Plitt with respect to the property or the mortgage involved in this case.

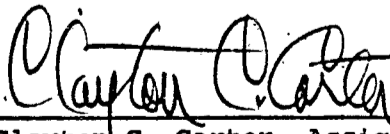
23. Before you took an assignment of the mortgage, you paid the taxes on the property but did you not pay the mortgage debt. Why did you not pay the mortgage debt before you obtained an assignment of the mortgage?

24. Were any payments made on the mortgage after you took an assignment of the mortgage? If not, why did you not foreclose the mortgage?



Clayton C. Carter, Assignee  
204 N. Commerce Street  
Centreville, Maryland

I certify that I left a copy of the within Interrogatories with Emily Hill, acting secretary for James E. Thompson, Jr., at his law offices, 117 Lawyers' Row, Centreville, Maryland, this 9th day of July, 1969.



Clayton C. Carter, Assignee

*Filed July 9, 1969*

14

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S CO.

\* IN EQUITY

\* No. 5018

\* \* \* \* \*

ANSWERS TO INTERROGATORIES

Now comes Samuel J. Aaron in answer to the Interrogatories, and says:

1. The assignment itself. The manner in which the corporation operated. Your respondent has been unable to see any records showing consideration, and has never seen any minutes, resolutions, and etc., of the corporation; the circumstances of recording and the date and the transaction itself, the assignee should prove the validity of the assignment, because the stockholders and the officers did not approve the sale in accordance with the law.

2. Your respondent does not definitely know whether Joseph Mroczek was an officer of Alpine, Inc. He could have been. That your respondent has not seen any records.

3. Your respondent does not know whether there were any minute books or any corporate records of Alpine, Inc.

4. Your respondent would not have any knowledge of this.

5. Joseph Mroczek was shown the signature and at the time he was shown the signature, he could not identify it as his, and he also stated that he did not have any knowledge of signing the paper.

6. Joseph Mroczek would be in a better position to state whether the signature was a forgery. This is answered in Paragraph 5.

7. From my investigation I have not been able to find out that any consideration was paid for the assignment.

8. None

9. Joseph Mroczek, 1358 Pentwood Road, Baltimore, Md. 21212, 323-3999, business address c/o Trotta Enterprises Inc., 3216 Eastern Ave., Baltimore, Md. 21224.

10. No

11. I have tried to find out from Eugene Hettleman, attorney for Mr. Plitt. Eugene Hettleman's address is 220 E. Lexington Street, Baltimore, Maryland 21202, Pl. 2-3169. I have tried to find out from Joseph Mroczek. No one seems to be able to state if there were any meetings or any minutes.

12. I would not have any knowledge. The minutes and books of the corporation would show this information if there are any books, minutes, etc. According to the records of the Department of Assessments and Taxation, the officers were Margaret N. Nicholson, 1270 Woodbourne Ave., President; Joseph M. Mroczek, 15 W. Franklin St., Vice President, and Gertrude M. Moessinger, Secretary. The Articles of Incorporation approved February 17, 1964 were filed by Gertrude M. Moessinger, 2813 Matthews St., Joseph M. Mroczek, 5226 Kramme St., and Diane L. Zander, 7853 Rockbourne Ave. They signed the Articles of Incorporation. In 1966 the officers of the corporation were Nancy Hubble, 16 E. Lexington Street, President and Treasurer, H. I. Sutton, 857 Park Avenue, Vice President and Secretary. The above officers were directors, and John Hubble was also a director.

13. Answered in 12.

14. The assignment was signed by David M. Nichols, Jr., M.D., and attached hereto is an assignment of the contract.

15. Two Thousand Dollars (\$2,000.00). Attached hereto is a copy of the check.

16. My consideration was the Two Thousand Dollars (\$2,000.00) I paid for the assignment. This is answered in 14 and 15. Check attached shows <sup>payee.</sup> /

17. No

18. Yes. The records did not reveal any assignment. I had a local attorney in the county search the records, and his report is dated October, 1965. A photostatic copy of the report is attached hereto.

19. It wasn't necessary to examine the mortgage because I had the title report.

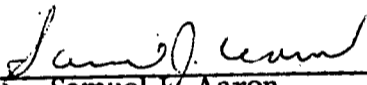
20. I have no recollection of notifying anyone.

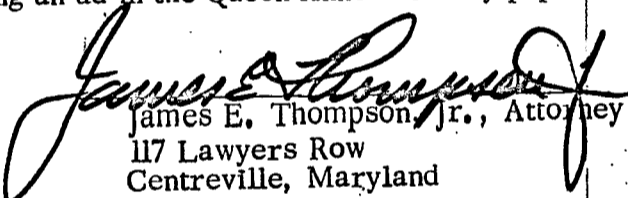
21. According to the title report the records revealed that Clarence Plitt had a mortgage on the lot. Title report attached.

22. None

23. If you are referring to the mortgage debt assigned to Alpine, Inc., on February 24, 1964, then my answer is that I was not supposed to pay any mortgage debt. If you are referring to the mortgage of Plitt, my answer is that he had a mortgage according to the Land Records of Ten Thousand Five Hundred Dollars (\$10,500.00), and I was not supposed to pay him any mortgage debt.

24. If you are referring to the mortgage of Plitt, my answer is the same as 23. I did not foreclose the mortgage because after I found out about thru Mr. Robbins who came to see me about another matter the assignment to Quail/ I contacted Mr. Charles Robbins and tried to get some information about his assignment, and Mr. Robbins referred me to his attorney. I contacted Mr. Shale Stiller. I did not foreclose the mortgage on account of the complications, but all parties involved knew that I was interested in the matter, and they foreclosed the mortgage without notifying me, and the only way I found out was by seeing an ad in the Queen Anne's County paper.

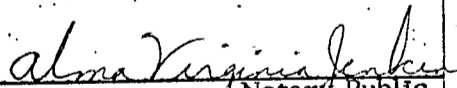
  
Samuel J. Aaron

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of July, 1969, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel J. Aaron, and he made oath in due form of law that the matters and facts set forth in the foregoing Answers to Interrogatories are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

  
Notary Public  
Alma Virginia Jenkins

I HEREBY CERTIFY, that a copy of the within Answers to Interrogatories was mailed this 24 day of July, 1969, to Clayton C. Carter, Assignee, 204 N. Commerce St., Centreville, Maryland.

*James R. [Signature]*

Dated July 24, 1969

**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 24th day of JULY, 1969, by and between Richard K. Reiter hereinafter called "Seller", and Richard K. Reiter hereinafter called Purchaser(s).

WITNESS that in consideration of the sum of 2,500.00 dollars, of which the sum of 500.00 dollars has been paid prior to the signing of this Agreement, the Purchaser(s) hereby purchase from the Seller Lot 6 in Block 71 of the subdivision of Bay City Sub. 1 situate and lying in Queen Anne's County, State of Maryland. The balance of said purchase price shall be paid: (a) the sum of 2,000.00 dollars in cash within five days (5) after date of this agreement; (b) the balance of 500.00 dollars in cash on or before 30 days from date of this agreement, or in monthly payments of 100.00 dollars each, which shall include interest on the aforesaid unpaid principal balance at six percent (6%) per annum beginning for the first thereof on the 24th day of July 1969 and continuing for the same on the 24th 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 mentoned 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.
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 Bay City Sub. 1. In the event that application to said Bay City Sub. 1 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: July 24, 1969  
Richard K. Reiter (SEAL) (Purchaser)  
Richard K. Reiter (SEAL) (Purchaser)  
Bay City Sub. 1, Box 120, P. O. 21207 Md. (Address)

Sales Representative  
By David M. Nichols  
ACCEPTED: Richard K. Reiter  
(Seller)

Self Employed (Occupation)      Wa 8-5211 (Telephone)

By \_\_\_\_\_ Date \_\_\_\_\_

## RESTRICTIONS AND CONDITIONS

1. All lots in shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith and on no lot shall there be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of said lot

and shall have a setback from the dividing lines of said lot at least ten (10) feet and shall have a setback from the rear boundary of the lot at least ten (10) feet.

1-A. No purchaser of any of the lots now owned by THE SELLER in said development shall have any right, as such purchaser, to construct, maintain or use water fowl or duck blinds in or upon the waters adjacent to the said development; it being specifically understood that THE SELLER and its successors, licensees and assigns shall have full and exclusive rights to construct, maintain and use water fowl or duck blinds in said waters.

2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations and location thereof are submitted to and approved by THE SELLER or its successors in the ownership or development of the entire tract, or its duly authorized agents. Written permission must be obtained from the SELLER to construct or maintain fences, walls, hedges, buildings, piers, bathhouses, bulkheads, bathhouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

4. No trees shall be cut and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as a part of such excavations.

5. Free and open spaces shall be left on both sides and to the front and to the rear of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines from the front and from the rear of said lots.

6. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9. In order to preserve or improve the views of land and water, hills and valleys, obtainable on and from the various lots shown on the said Plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitoes and other insects, the SELLER reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, mosquitoes or other insects.

10. The land hereby conveyed shall, in respect to that

part of it which lies in the bed of the road or roads bordering the property, be subject to an easement in favor of the owners and occupants of lots and houses bordering other parts of the said road or roads in respect to the free and common use of the said road or roads, both for the purpose of passage to and from and for the laying or erecting of water pipes, gas pipes, electric poles or other public utilities to be used in common by the owners and/or occupants of the entire tract, and further, that the owners or owner of any lot will join in a petition to the proper governmental authorities, that this road or roads bordering the property be taken over by the County as public roads under a proper deed or dedication to be signed by such owner or owners at such time when two-thirds of the owners of the lots along such road or roads shall demand.

11. The SELLER hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the SELLER, and with the consent of the owner as to any other land included in said tract; and to grade, change the grade of, or regrade any street, road or lane shown on said plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

12. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the SELLER, its successors, assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the SELLER, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the SELLER or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

14. Any or all of the rights and powers, titles, easements and estates reserved or given to the SELLER in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the SELLER, the SELLER thereupon being released therefrom.

15. The Purchaser, or successor in possession, covenants to pay to THE SELLER or its successors or assigns, on March 1st of each year the sum of Ten Dollars (\$10.00) for each and every lot purchased, to be used for construction, maintenance and repair of streets in the subdivision. At such time as

its successors or assigns shall form an association of the purchasers and owners of the lots in this subdivision for the purpose of administering the road funds each purchaser or owner expressly agrees to join and maintain membership in such association and to accept and abide in all rules and regulations for the conduct of such Association when formed.

AARON AND AARON  
ATTORNEYS AT LAW  
110 E. LEXINGTON STREET  
SUITE 400  
BALTIMORE, MARYLAND 21202



BALTIMORE, MD. *7/14/69*

NO. 70270

THE EQUITABLE TRUST COMPANY

7-89  
520

PAY TO THE ORDER OF

EQUITABLE TR. CO. BALTIMORE, MD. OFFICE

*Two Thousand*

\$2000

DOLLARS

*ref. no. 37*  
*File 1103*

AARON AND AARON

⑆0520⑉0089⑆000⑉0960⑉⑆⑆⑆000020000⑆

*Dated July 24, 1969*

*Dated 7/24/69  
Olive Nashole*

AH 1973 JUL 14 69

*July 24, 1965*

*(to Aaron & Aaron & wife)*

For value received, I hereby assign, all my  
right, title and interest on the <sup>Sell</sup> commission

due on *Lot 6 Bl 14 1st Sec. Bay City*

*Cont'd 7/24/69 J. D.*

*Dated July 24, 1969*



EXHIBIT FOR PAR. 18 of INTERROGATORIES  
PRELIMINARY  
CERTIFICATE OF TITLE

The undersigned hereby certifies to Nicholas A. Reiter and Ruth K. Reiter, his wife  
that from a personal examination of all public records, properly indicated by general indices at the date thereof, which contains any or all information to or affecting the title to the real estate hereinafter described, and which sources of title information cover a period of not less than 50 years last past, it is his opinion that the marketable fee simple title to said real estate, as of the date hereof, is vested in David M. Nichols Company, Inc., formerly Nichols Realty Company, Inc.  
by deed from Jerome E. Schuchart, et. al.  
dated March 15, 1962 acknowledged March 15, 1962  
and recorded March 29, 1962 among the land records of Queen Anne's County in Liber T.S.P. No. 65 folio 371. Said land is described in part as:

**Lot No. 6, Block 14, Section 1, Bay City**

SUBJECT, however, to the liens, encumbrances and other exceptions following:  
The lien of a first mortgage from Nichols Realty Company, Inc.  
to Raymond C. and Clara E. Shuchart  
dated March 21, 1962 acknowledged March 21, 1962 and recorded March 29, 1962 among the said land records in Liber T.S.P. No. 65 folio 374, securing an indebtedness of \$ 1700.00. Assigned to Raymond C. and Clara E. Shuchart, to Margaret Nichols Nicholson on January 20, 1964, assigned, by Margaret Nichols Nicholson to Allina, Inc., on February 24, 1964; Mortgage from Viewside, Inc. and David M. Nichols Company, Inc., to David M. Nichols and Olive J. Nichols, his wife, dated May 11, 1963, (C.W.C.) recorded October 31, 1963 in the amount of \$10,500.00 and assigned to Clarence M. Plitt on May 11, 1963; Mortgage from Viewside, Inc., and David M. Nichols Company to David M. Nichols and Olive J. Nichols, his wife, dated June 1, 1964, recorded June 8, 1964, Liber C.W.C. No. 8 folio 378, assigned to Plitt June 1, 1964.

1. No judgements or liens found in Queen Anne's County.
2. State and County taxes due in the amount of \$34.50 for fiscal year July 1, 1965 to June 30 1966.
3. C. Percy Kemp and Boulah Maxine Kemp, wife, to the Chesapeake and Potomac Telephone Company of Baltimore City, September 25, 1917, W.F.W. 11-92, for telephone line along public roads.
4. The Bridgeside Company to Eastern Shore Public Service Company of Maryland, August 29, 1952, T.S.P. 6-433, for an electric line over any part of subdivision as required to provide electric service to consumers therein.
5. The Bridgeside Company to County Commissioners of Queen Anne's County, December 17, 1956, T.S.P. 32-355, for Bay City and Bayside Drive from northeast side of Bay City Road to south side of Chesapeake Drive, Section 1, Bay City.
6. Lease from The Bridgeside Company to David M. Nichols, August 17, 1965, T.S.P. 30-369, for 99 years off shore waterfowl hunting. Note that such riparian rights reserved in "Developer" by restrictions.
7. All easements or reservations contained in deed of restrictions from The Bridgeside Company

This certificate does not cover (a) mechanics' liens not recorded at the date hereof; (b) restrictions, conditions, limitations, easements and agreements referred to in, or disclosed by the deed to the above; (c) unrecorded deeds, adverse claims and interests, defects of title, secret trusts, objections, liens or encumbrances known to the above, or of which he has intimation; (d) easements, restrictions or servitudes not disclosed by the records or by a survey's plat or certificate of survey, or which may be ascertainable from an inspection of the premises; (e) deficiencies in quantity of ground, conflicting lines, or variances between lines of record and lines of ground as used and occupied; (f) matters not disclosed by the public records, but which might be disclosed by survey; (g) the rights of tenants, if any, in possession of the property; (h) so much of the property, if any, as may lie in the bed of any road or right of way; (i) nor guarantee title to so much thereof, if any, that may be below the mean high water mark of any navigable body of water, nor County zoning ordinances or health department regulations.

The liability, if any, of the undersigned to the above, shall be limited to the established loss or damage, not exceeding \$ 2500.00, which the above shall sustain by reason of any defect or defects in the title of the above to the estate or interest of the above in the real estate hereinabove described, or by reason of liens or encumbrances against the same as of the date hereof, excepting the defects, estate, interest, objections, liens or encumbrances mentioned above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the Town of Centreville, Maryland, this 8th day of October 1965.

(SEAL)  
Attorney at Law Vachel A. Downes, Jr.  
115 Lawyers Row  
Centreville, Maryland

*Filed July 24, 1969*

to Robert F. Podlich, dated May 29, 1952, T.S.P. 5-122.  
8. No warranties are made as to payment or non-payment of annual charges set forth in restrictions and no responsibility there unto is assumed hereby.



the relevance of that manner to the alleged invalidity of the assignment. Finally, Mr. Aaron states that the stockholders and officers did not approve the sale in accordance with "the law" but does not state the legal reason why he says the stockholders and officers did not approve the sale in accordance with "the law."

Interrogatory 2. "Was Joseph M. Mroczek an officer of Allpine, Inc. in May, 1965? If so, what office did he occupy?"

Answer. "Your respondent does not know definitely whether Joseph Mroczek was an officer of Allpine, Inc. He could have been. That your respondent has not seen any records."

Reason for Exception. In answers 5 and 11, Mr. Aaron referred to various contacts which he has had with Joseph Mroczek - such as showing Mr. Mroczek the signature on the assignment and trying to find out from Mr. Mroczek whether there were ever any meetings of Allpine, Inc. Mr. Aaron, as the Exceptant to the foreclosure sale, certainly has the duty to ask Mr. Mroczek whether he was an officer of Allpine, Inc. His answer is evasive. In Answer Number 12 submitted by Mr. Aaron he points out that according to the records of the Department of Assessments and Taxation Mr. Mroczek was the Vice President and yet in paragraph 2 he states that he does not definitely know whether Joseph Mroczek was an officer of Allpine, Inc.

Interrogatory 5. "Set forth the complete facts on which you base the statement in paragraph 2 of your Amended Exceptions that 'the alleged signature of the Vice President is not the signature of Joseph Mroczek.'"

Answer. "Joseph Mroczek was shown the signature and at the time he was shown the signature, he could not identify it as his, and he also stated that he did not have any knowledge of signing the paper."

Reason for Exception. No statement is made in the answer as to the time when Mr. Mroczek was shown the signature, or who showed him the signature, or the place of the meeting at which he was shown the signature.

Interrogatory 6. "Does Joseph Mroczek presently claim that the signature on the mortgage assignment is a forgery of his signature?"

Answer. "Joseph Mroczek would be in a better position to state whether the signature was a forgery. This is answered in paragraph 5."

Reason for Exception. Mr. Aaron is the one who is claiming that the signature is not a valid signature. Also, as indicated in paragraph 11 of Mr. Aaron's answers, he has tried to find out certain things from Joseph Mroczek but has conveniently avoided trying to answer other interrogatories, such as No. 6. The answer to question is indispensable to the Assignee's preparation of the case.

Interrogatory 11. "Paragraph 3 of the 'Exceptions to Ratification of Sale' states with respect to Allpine, Inc.: "According to information received, there were never any meetings, there was never any stock issue, there was never any business conducted in the corporation, and the only asset that it had was the mortgage mentioned in paragraph 2." Set forth:

- a. The name or names of the person or persons from whom you received this information.
- b. The time period to which the above quoted statement applies.

Answer. "I have tried to find out from Eugene Hettleman, attorney for Mr. Plitt. Eugene Hettleman's address is 220 E. Lexington Street, Baltimore, Maryland 21202, Pl 2-3169. I have tried to find out from Joseph Mroczek. No one seems to be able to state if there were any meetings or any minutes."

Reason for Exception. The interrogatory states that Mr.

Aaron has referred in his pleadings to information to the effect that there were never any meetings, there never was any stock issued, there was never any business conducted in the corporation and the only asset it had was the mortgage; however, his answer to the interrogatories says that no one is able to state if there were any meetings or any minutes. In other words, his Exceptions to the sale definitely state that he has received information that there were no minutes, stock, business or assets other than the mortgage, but his answer to the Interrogatories contradicts this statement. Also his answer refers to the attorney for Mr. Plitt without describing in any way why Mr. Plitt has anything to do with Allpine, Inc. Finally, Interrogatory 11 asks for the time period to which the above quoted statement applies. No response at all was given to this question.

Interrogatory 16. " What was the consideration furnished by you to Allpine, Inc., for an assignment of the mortgage? To whom was it paid? Was the payment in cash or by check? If by check, attach a copy of the check."

Answer. "My consideration was the Two Thousand Dollars (\$2,000.00) I paid for the assignment." This is answered in 14 and 15. Check attached shows payee."

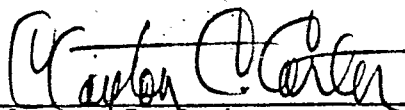
Reason for Exception. Mr. Aaron's Exceptions to the sale state that he took an assignment of the contract of sale in July, 1965 and that in March, 1966 he took an assignment of the mortgage. Interrogatory 16, in contrast to Interrogatories 14 and 15 which referred to assignment of the contract of sale, asked about the consideration furnished to Allpine, Inc. for an assignment of the mortgage. Mr. Aaron's answer simply refers to the answers to 14 and 15, which deal solely with the assignment of the contract and do not have anything to do with the assignment of the mortgage. In order to prepare its defense, the undersigned must know whether

Mr. Aaron paid any consideration for the assignment of the mortgage, as distinguished from the assignment of the contract.

Interrogatory 23. "Before you took an assignment of the mortgage, you paid the taxes on the property but did not pay the mortgage debt. Why did you not pay the mortgage debt before you obtained an assignment of the mortgage."

Answer. "If you are referring to the mortgage debt assigned to Allpine, Inc., on February 24, 1964, then my answer is that I was not supposed to pay any mortgage debt. If you are referring to the mortgage of Plitt, my answer is that he had a mortgage according to the Land Records of Ten Thousand Five Hundred Dollars (\$10,500.00), and I was not supposed to pay him any mortgage debt."

Reason for Exception. Mr. Aaron has claimed that he paid all of the taxes on the property even before the alleged assignment of the Allpine mortgage to him in 1966. The purport of the question is to determine why, if there was a mortgage held by Allpine, which had been in default for several years, Mr. Aaron willingly would pay the real estate taxes and apparently be unconcerned about a mortgage that was in default.

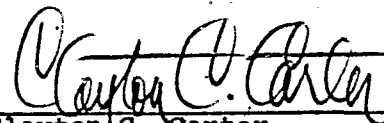


Clayton C. Carter,  
204 North Commerce Street  
Centreville, Maryland

Attorney for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Exceptions of Clayton C. Carter to Answers of Samuel Aaron Interrogatories was mailed this 6<sup>TH</sup> day of August, 1969 to James E. Thompson, Jr., Esquire, 117 Lawyers Row, Centreville, Maryland, attorney for Samuel J. Aaron.

  
Clayton C. Carter

*Filed Aug. 7, 1969*

5.  
5 PAGE 515

LIBER

**ORDER NISI**

**ORDER NISI ON SALE**  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5018  
Clayton C. Carter,  
Assignee

VS.  
David M. Nichols Company  
(formerly Nichols Realty  
Company)

ORDERED, this 4th day of  
March, 1969, 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 7th day of April,  
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 31st  
day of March, 1969.

The report states the amount of  
sales to be \$1,900.00.

CHARLES W. CECIL, Clerk

True Copy

Text: Charles W. Cecil,

Clerk

Filed March 4, 1969

31-3-20

LIBER

5 PAGE 516

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., August 14, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Order Nisi

in the case/estate of Cause No. 5018  
David M. Nichols 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 3 successive weeks before the 31st day  
of March, 1969, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of March  
1969, and the last insertion on the 20th day of March, 1969.

THE RECORD-OBSERVER CORPORATION

By M. M. ...

*Filed Aug. 15, 1969*

CLAYTON C. CARTER	:	IN THE CIRCUIT COURT
Assignee	:	
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
DAVID M. NICHOLS COMPANY,	:	NO. 5018
et al.	:	

**ASSIGNEE'S ANSWERS TO EXCEPTANT'S INTERROGATORIES**

Now comes Clayton C. Carter, Assignee, in answer to the  
Interrogatories filed by Samuel J. Aaron, and says:

The following answers are not based on my own information,  
but are submitted on the basis of information received by me,  
which I believe to be true.

1. I have none of the papers requested in Interrogatory No. 1  
nor does Quail Realty have any of such papers.

2. Quail Realty purchased the mortgage at a public sale of  
the mortgage duly advertised in the Baltimore News-American on  
December 20, 1965 and December 21, 1965. Quail Realty had pre-  
viously (during May, 1965) taken a collateral assignment of the  
mortgage to secure a loan of \$55,000.00 made by Quail Realty to  
David M. Nichols, Olive J. Nichols, and David M. Nichols Company,  
represented by a Promissory Note dated May 28, 1965. This  
collateral assignment was foreclosed at the forementioned public  
sale.

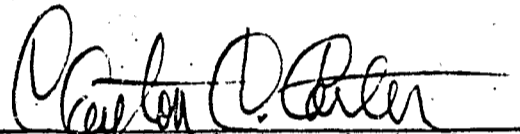
3. The mortgage was purchased by Quail Realty under the  
circumstances set forth in Answer No. 2. The time and place of

the purchase were December 27, 1965, at the First National Bank Building, Baltimore, Maryland.

4. The purchase of the mortgage took place on December 27, 1965. The circumstances under which the purchase took place are set forth in Answer No. 2. The persons present at the purchase were: Joseph Pickus, Esquire, Malcolm W. Hardesty, Esquire, Herbert D. Hammond, Esquire, Shale D. Stiller, Esquire, and Mr. Jacob Radin.

5. Not known.

6. Charles Robins, 2700 Ken Oak Road, Baltimore, Maryland, 21215, delivered the loan proceeds, from Quail Realty to the borrower, under the circumstances outlined in Answer No. 2. He received on behalf of Quail Realty, a partnership consisting of Nancy Hammond and Mary L. Robins, many items of collateral security, including the mortgage involved in these proceedings.

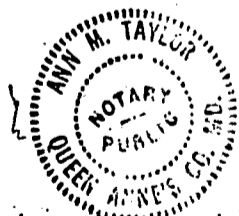
  
Clayton C. Carter, Assignee


STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY that on this *14th* day of August, 1969, before me, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Clayton C. Carter, Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Answers to Interrogatories are true to the best of his knowledge, information and belief.

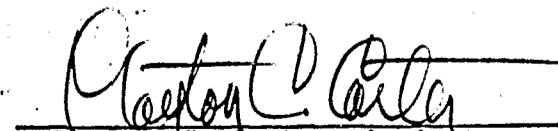
AS WITNESS my hand and Notarial Seal.



  
Notary Public

*My Commission expires: July 11, 1974*

I CERTIFY that I mailed a copy of the within Answers to Interrogatories to James E. Thompson, Jr., Attorney for Samuel J. Aaron, 117 Lawyers Row, Centreville, Maryland, 21617, this *14<sup>TH</sup>* day of August, 1969.

  
Clayton C. Carter, Assignee

*Filed Aug. 15, 1969*

LIBER

5 PAGE 517



18

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

\* IN THE CIRCUIT COURT  
\*  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 5018  
\*

\*\*\*\*\*

ADDITIONAL INTERROGATORIES TO  
CLAYTON C. CARTER, ASSIGNEE

1. A. Produce copies of the advertisement in the Baltimore News American on December 20, 1965 and December 21, 1965 for the mortgage mentioned in these proceedings set forth in Answer No. 2.

B. Also produce the collateral assignment mentioned in Answer No. 2.

C. Also produce a copy of the promissory note dated May 28, 1965.

D. Was the collateral assigned mentioned in Answer No. 2 foreclosed under any Court Order?

2. What was the consideration paid at the sale for the mortgage mentioned in these proceedings, which mortgage was supposed to have been purchased by Quail Realty on December 27, 1965?

3. Who were the following people representing at the time and place of sale:

Joseph Pickus  
Malcolm W. Hardesty  
Herbert Hammond  
Shale D. Stiller  
Jacob Radin

4. A. How much was the loan proceeds delivered by Charles Robbins?

B. To whom were the proceeds delivered?

C. Was it in the form of a check, and if it was in the form of a check, please file a copy of the check.

Samuel J. Aaron  
Samuel J. Aaron

James E. Thompson, Jr.  
James E. Thompson, Jr.

I HEREBY CERTIFY that a copy of the foregoing Additional Interrogatories was mailed this 25 day of Sept, 1969, to Clayton C. Carter, Attorney for Assignee, 204 N. Commerce St., Centreville, Md.

Filed Sept 25, 1969

James E. Thompson, Jr.

19.

CLAYTON C. CARTER,	:	IN THE CIRCUIT COURT
Assignee	:	
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
DAVID M. NICHOLS COMPANY,	:	IN EQUITY
et al.	:	NO. 5018

ORDER TO ENTER APPEARANCE

MR. CHARLES W. CECIL, CLERK:

Enter my appearance for Clayton C. Carter, Assignee, in the above entitled cause.

*Shale D. Stiller*  
 \_\_\_\_\_  
 Shale D. Stiller  
 First National Bank Building  
 Baltimore, Maryland 21202

I CERTIFY that I mailed a copy of the within Order to James E. Thompson, Jr., Esquire, 117 Lawyers Row, Centreville, Maryland, Attorney for Samuel J. Aaron, this 26 day of September, 1969

*Shale D. Stiller*  
 \_\_\_\_\_  
 Shale D. Stiller

*Filed Sept 29, 1969*

20

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 5018

\*\*\*\*\*

ADDITIONAL ANSWERS TO  
INTERROGATORIES

Now comes Samuel J. Aaron and files an additional answer to the following Interrogatories:

1. The assignment is not valid for the following reasons:

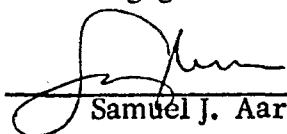
- A. There was no consideration.
- B. The corporation did not authorize the assignment.
- C. From information received. See answer to Interrogatory No. 11. There was never any meeting of the corporation to authorize the assignment. There were never any minutes or resolutions of the corporation.
- D. The assignment does not have any date and is recorded many months after the date which was in fraud of the creditors.
- E. The stockholders did not approve the assignment, and this assignment was illegal because it should have been approved by a two-thirds vote of the stockholders due to the fact that this was the main asset of the corporation.

2. That according to the records of the Department of Assessments and Taxation on a report filed for 1965, the name of Joseph M. Mroczek is listed as Vice President, but as far as I was personally concerned, I did not definitely know that he was an officer. I had never seen any records, and it was only after I got the report from the Department of Assessments and Taxation that I saw the name of Joseph M. Mroczek as Vice President. I had also seen the name of Joseph Mroczek as Vice President on the assignment to Quail Realty, and he signed my assignment as Vice President.

11. When I spoke to Mr. Mroczek, he told me that he never knew of any meetings. When I spoke to Mr. Hettleman, who represents Mr. Plitt, he told me that they were unable to locate any minutes of any meetings. I do not know of any other information that I can give in order to answer this question.

16. I had previously paid \$2,000.00 for the assignment of the contract. In order to protect my rights under the contract, I took an assignment of the

mortgage. I did not pay any consideration at the time I took the assignment of the mortgage, the consideration was previously paid. The same consideration that I paid for the assignment of the contract is considered by me as a consideration for the mortgage; I felt that I was subrogated to the rights under the mortgage.

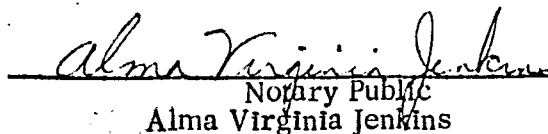
  
Samuel J. Aaron

  
James E. Thompson, Jr.

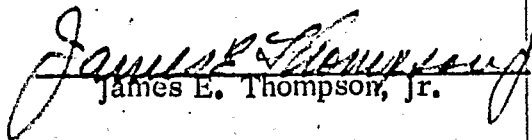
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of September, 1969, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel J. Aaron, and he made oath in due form of law that the matters and facts set forth in the foregoing Additional Answers to Interrogatories are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

  
Notary Public  
Alma Virginia Jenkins

I HEREBY CERTIFY that a copy of the foregoing Additional Answers to Interrogatories was mailed this 1 day of October, 1969, to Clayton C. Carter, Attorney for Assignee, 204 N. Commerce Street, Centreville, Maryland.

  
James E. Thompson, Jr.

*Filed Oct 1, 1969*

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CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 5018

\*\*\*\*\*  
NOTICE OF DEPOSITION BY CLAYTON C. CARTER, ASSIGNEE,  
PLAINTIFF

Clayton C. Carter, Assignee, will take the deposition of Joseph Mroczek, 1358 Pentwood Road, Baltimore, Maryland 21212, business address c/o Trotta Enterprises, Inc., 3216 Eastern Avenue, Baltimore, Maryland 21224, before a Notary Public, or some other person duly qualified to administer an oath, at the offices of Frank, Bernstein, Conaway and Goldman, 1508 First National Bank Building, Baltimore, Maryland 21202, at 10 .M. on October 13, 1969.

*Shale D. Stiller*  
Shale D. Stiller,  
1508 First National Bank Building  
Baltimore, Maryland 21202  
752-3985  
Attorney for Clayton C. Carter, Assignee

PROOF OF SERVICE

I HEREBY CERTIFY that on this 30<sup>th</sup> day of September, 1969, a copy of foregoing Notice of Deposition by Clayton C. Carter, Assignee, Plaintiff, was mailed, postage prepaid, to James E. Thompson, Jr., Esquire, 117 Lawyers Row, Centreville, Maryland, Attorney for Samuel J. Aaron.

*Shale D. Stiller*  
Shale D. Stiller,  
Attorney for Assignee

*Filed Oct 2 1969*

22

CLAYTON C. CARTER,  
Assignee

vs.

DAVID M. NICHOLS COMPANY,  
et al

\*  
\*  
\*  
\*  
\*

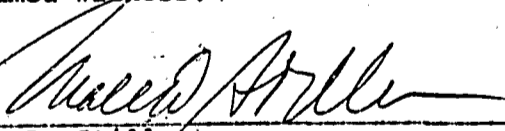
IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 5018

\*\*\*\*\*  
REQUEST FOR SUMMONS

Mr. Clerk:

Pursuant to Maryland Rule 407, please issue a summons for Joseph Mroczek, home address 1358 Pentwood Road, Baltimore, Maryland, business address c/o Trotta Enterprises, Inc., 3216 Eastern Avenue, Baltimore, Maryland 21224, a witness, to be and appear at the offices of Frank, Bernstein, Conaway and Goldman, 1508 First National Bank Building, Baltimore, Maryland 21202, on Monday, October 13, 1969 at 10 A.M., for the purpose of taking his deposition upon oral examination at that time and place before a Notary Public, or some other person qualified to administer an oath.

Please have a subpoena served both at the home address and at the business address of the aforementioned witness.

  
\_\_\_\_\_  
Shale D. Stiller  
1508 First National Bank Building  
Baltimore, Maryland 21202  
752-3985  
Attorney for Clayton C. Carter, Assignee

*Filed Oct. 2. 1969*

23

CLAYTON C. CARTER  
Assignee

VS.

DAVID M. NICHOLS COMPANY  
et al

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No 5018

\*\*\*\*\*

MOTION TO WITHDRAW MORTGAGE

Clayton C. Carter, Assignee, moves pursuant to the Maryland Rules for permission to withdraw from the papers in this case the original mortgage. Assignee needs the original for purposes of a deposition scheduled in Baltimore on October 13, 1969. The mortgage will be returned to the Court promptly upon the conclusion of said deposition.

*Filed Oct 7, 1969*

*Clayton Carter*  
CLAYTON C. CARTER, Assignee

24

CLAYTON C. CARTER	*	IN THE
Assignee	*	CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
DAVID M. NICHOLS COMPANY	*	IN EQUITY
et al	*	No. 5018

\*\*\*\*\*

ASSIGNEE'S ANSWERS TO EXCEPTANT'S INTERROGATORIES

Now comes Clayton C. Carter, Assignee, in answer to the additional Interrogatories filed by Samuel J. Aaron, and says:

- 1A. Assignee refuses to answer Interrogatory No. 1A because it calls for the production of a document which may be obtained only pursuant to a motion filed under Rule 419 for which Samuel J. Aaron must first show good cause.
- 1B. Assignee refuses to answer Interrogatory No. 1B for the same reason set forth in 1A, above.
- 1C. Assignee refuses to answer Interrogatory No. 1C for the same reason set forth in answer 1A above.
- 1D. No; the collateral was foreclosed pursuant to Subtitle 9 of the Uniform Commercial Code.
- 2. \$50,000 for all of the collateral, which included a number of items in addition to the mortgage purchased by Quail Realty.
- 3. Joseph Pickus represented the estate of David M. Nichols and Nichols Realty Company. Malcolm W. Hardesty represented A N S Corporation and Manhattan-Ritchie Beach Corporation. Herbert Hammond represented Quail Realty. Shale D. Stiller represented Quail Realty. Jacob Radin was the accountant for Quail Realty.
- 4A. \$55,000.
- 4B. David M. Nichols.
- 4C. It was in the form of a check, but assignee refuses to answer the remaining part of the Interrogatory for the same reason set forth in the answer to 1A above.



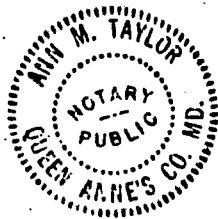
The foregoing answers are not based on my own information, but are submitted on the basis of information received by me, which I believe to be true.

Clayton C. Carter  
CLAYTON C. CARTER, Assignee

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

I HEREBY CERTIFY that on this 7<sup>th</sup> day of October, 1969, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County personally appeared Clayton C. Carter, Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Answers to Interrogatories are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Ann M. Taylor  
Notary Public

I CERTIFY that I mailed a copy of the within Answers to Additional Interrogatories to James E. Thompson, Jr., Esquire, Attorney for Samuel J. Aaron, 117 Lawyers Row, Centreville, Maryland 21617 this 7<sup>TH</sup> day of October, 1969.

Clayton C. Carter  
CLAYTON C. CARTER, Assignee

*Filed Oct 8, 1969*

ORDER

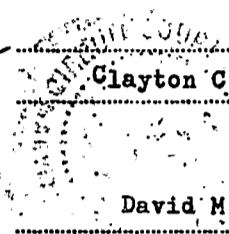
*1*  
*73/* ORDERED, this 8<sup>th</sup> day of October, 1969, by the Circuit Court for Queen Anne's County, in Equity, that Clayton C. Carter, Assignee, is granted leave as prayed to withdraw from the papers on file in this cause the original mortgage, which has been foreclosed, upon the conditions that (1) a photocopy of the original first be filed in this cause and (2) that promptly after the conclusion of the deposition of Joseph Mroczek scheduled in Baltimore on October 13, 1969 the said original mortgage will be returned to the file.

B. Natchett Turner Jr.  
Judge

81

No. 5018 Law

26



Clayton C. Carter, Assignee

vs.

David M. Nichols Company et al

State of Maryland

27

To Joseph Mroczek 28  
1358 Pentwood Rd. Baltimore, Md.

27

Business address c/o Trotta Enterprises Inc.  
3216 Eastern Ave. Balto. Md. 21224

84

You are hereby commanded to be and appear before  
a Notary Public at offices of Frank Bernstein  
the Circuit Court for Queen Anne's County, Centreville  
Conaway and Goldman, 1508 First National Bank  
Bldg. Balto. Md. 21202, on Monday, October  
13, 1969, at 10 A.M. for purpose of taking  
deposition upon oral examina-  
tion.

in the above entitled case.

**SHERIFF'S FEE**  
\$ 5.00

Issued this 2nd day of  
October, 1969

J. DeWeese Carter

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

*Charles W. Cecil*

Clerk

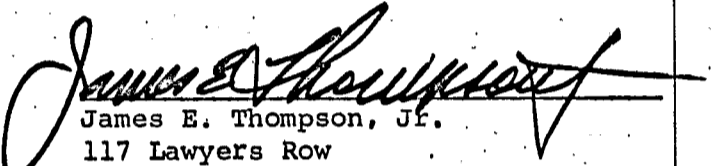
Attorney for assignee  
Shale D. Stiller  
1508 First National Bank Building  
Balto. Md. 21202  
752-3985

Filed Oct. 16, 1969

27  
CLAYTON C. CARTER \* IN THE CIRCUIT COURT FOR  
Assignee \* QUEEN ANNE'S COUNTY  
vs. \*  
DAVID M. NICHOLS COMPANY \* IN EQUITY NO. 5018  
et al \*  
\* \* \* \* \*

MR. CLERK:

Please dismiss the Exceptions in the above-entitled case on behalf of Samuel J. Aaron, costs to be paid by the Assignee.

  
James E. Thompson, Jr.  
117 Lawyers Row  
Centreville, Maryland 21617  
Telephone No. 758-0877

*Filed Oct. 16, 1969*

CLAYTON C. CARTER,  
ASSIGNEE

vs.

DAVID M. NICHOLS COMPANY,  
et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5018

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

~~STATE OF MARYLAND~~ BALTIMORE CITY, sct:

I HEREBY CERTIFY that on this 28 day of NOVEMBER, 1969, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH B. STEPHENS and EVA E. STEPHENS, 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:



J. E. Deje II  
Notary Public

My Commission expires: 7-1-70

*Filed Dec. 1, 1969*

29  
CLAYTON C. CARTER,  
ASSIGNEE

vs.

DAVID M. NICHOLS COMPANY,  
et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5018

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this *2nd* day of December, 1969, 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 said Assignee is, allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers thereof to the Auditor.

*B. Hackett Turner Jr.*  
Judge

*Filed Dec 2 1969*

230/

CLAYTON C. CARTER, ASSIGNEE : IN THE CIRCUIT COURT  
 :  
 : FOR  
 vs. :  
 : QUEEN ANNE'S COUNTY  
 DAVID M. NICHOLS COMPANY : IN EQUITY  
 : NO. 5018

PETITION TO ABATE PURCHASE PRICE

The Petition of Joseph B. Stephens and Eva E. Stephens, his wife, by David C. Bryan, their attorney, unto your Honors respectfully shows:

1. That the sale of the real estate in this cause was ratified by this Honorable Court on December 2, 1969.
2. That the 12' x 12' beach house located on said lot and sold with the same was totally destroyed by fire on November 30, 1969 without the knowledge of the Assignee or your Petitioners at the time said sale was ratified.
3. That the risk of loss falls upon the seller before ratification of the sale.
4. That the said improvement was uninsured.
5. That your Petitioners are advised that they can apply to this Honorable Court for an abatement in the purchase price because of the destruction of said improvement.
6. That your Petitioners and said Assignee have agreed upon the above allegations and that a fair abatement would be Three Hundred Dollars (\$300.00).

WHEREFORE, your Petitioners pray your Honors to pass an Order abating the amount of the purchase price of the real estate sold by the Assignee in this cause by Three Hundred Dollars (\$300.00).

Respectfully submitted:

David C. Bryan  
 Attorney for Petitioners  
 David C. Bryan  
 113 Lawyers Row  
 Centreville, Maryland  
 Telephone: 758-1643

*Filed Feb. 13 1970*

CONSENT OF ASSIGNEE

The undersigned has read the within Petition and agrees that the allegations therein contained are true and that a fair abatement of the amount of the purchase price would be Three Hundred Dollars (\$300.00).

Clayton Carter  
Assignee

Filed Feb. 13, 1970

ORDER OF COURT

31

Upon the foregoing Petition and Consent it is ORDERED this 16<sup>th</sup> day of February, 1970, by the Circuit Court for Queen Anne's County, in Equity, that the amount of the purchase price of the real estate sold by the Assignee in this cause be abated Three Hundred Dollars (\$300.00).

B. Hackett Turner, Jr.  
Judge

Filed Feb 16 1970

32  
CLAYTON C. CARTER, Assignee

vs.

DAVID M. NICHOLS COMPANY

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5018

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Clayton C. Carter, 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 \$1,489.16.

2. That in the within account Clayton C. Carter, Assignee and vendor, is charged with the proceeds of sale made by him and adjustment of State and County taxes, less rebate of the purchase price per Order of Court, and he is allowed there after his fee for his services and his commissions for making said sale, per terms of mortgage, the several court costs, the premium on the corporate surety bond filed in this cause, the several advertising costs, the auctioneer's charges, the fee and expenses of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

March 6, 1970



Cause No. 5018

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.

1969

Dec. 2	By proceeds of the sale of said land, per report of said vendor, to wit:-----	\$1,900.00
	By adjustment of State and County taxes prepaid by Assignee, per settlement sheet, to wit:-----	12.00
		<u>\$1,912.00</u>
	By deduction of rebate of purchase price, per Order of Court of February 16, 1970, to wit:-----	300.00
	By gross proceeds of sale, to wit:-----	<u>\$1,612.00</u>

Dr.

To Clayton C. Carter, Assignee, of mortgage foreclosed (and vendor), per terms of mortgage, to wit:		
1-His commission for making sale---	\$160.00	
2-His fee for his services-----	<u>100.00</u>	\$ 260.00
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, per statement exhibited, to wit:		
1-Costs of Charles W. Cecil-----	\$168.50	
2-Costs of Sheriff of Baltimore City-----	8.00	
3-Appearance fee of Shale D. Stiller, Attorney-----	<u>10.00</u>	186.50
To do., for an amount paid Fidelity and Deposit Co. of Md., for the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----		12.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For publishing Notice of Sale---	\$ 71.25	
2-For publishing Order Nisi of Sale-	<u>14.00</u>	85.25
To do., for an amount paid Joseph Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, the sum of-----		25.00

March 6, 1970

*James Clark*  
Auditor

To do., for an amount paid William R. Wilson, III, Treasurer, to redeem real estate sold in this cause from the 1969 tax sale, per settlement sheet, to wit: \$ 189.41

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----- 5.00 50.00

To Nancy Hammond and Mary L. Robins, co-partners, trading as Quail Realty, and holders of mortgage foreclosed in this cause, the balance, or the sum of----- 788.84  
\$1,612.00 \$1,612.00

March 6, 1970

*Filed Mar. 6, 1970*

*J. Thomas Clark*  
Auditor

CLAYTON C. CARTER, Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

DAVID M. NICHOLS COMPANY

IN EQUITY No. 5018

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 6, 1970, 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 St.  
Centreville, Maryland 21617

Nancy Hammond and  
Mary L. Robins  
c/o Clayton C. Carter  
204 N. Commerce St.  
Centreville, Md. 21617

David M. Nichols Company  
(formerly Nichols Realty Company)  
a dissolved Maryland corporation  
Catharine C. Wallman, last resident agent  
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 addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on March 6, 1970, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 23, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 24, 1970.

*J. Thomas Clark*  
\_\_\_\_\_  
J. Thomas Clark  
Auditor

*Filed Mar 6, 1970*

LIBER.

5 PAGE 535

34

Clayton C. Carter, Assignee

vs.

David M. Nichols Company

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

Cause No. 5018

ORDERED, this 6th day of March, 1970, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 23rd day of March, 1970, unless cause to the contrary thereof be previously shown; ~~provided a copy of this order be printed in some newspaper published in Queen Anne's County, Maryland, on or before the 10th day of March, 1970, and a copy of this order be filed in the office of the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the 10th day of March, 1970.~~

Charles W Cecil Clerk

Filed Mar. 6, 1970

35

CLAYTON C. CARTER, Assignee

vs.

DAVID M. NICHOLS COMPANY

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

ORDER OF RATIFICATION

ORDERED this 4th. day of May, 1970, by the Circuit Court for Queen Anne's County, that the account of the auditor is finally ratified and confirmed, and Clayton C. Carter, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles W Cecil  
Clerk of Circuit Court for  
Queen Anne's County.

Filed May 4, 1970

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this seventh day of March, in the year nineteen hundred and sixty-nine, the following Bill of Complaint for Sale of Real Estate was brought to be recorded, to wit:

LILLIAN MAY JUMP  
Centreville, Maryland

IN

and

ELMER BURTON JUMP  
Centreville, Maryland

THE

vs.

ANNA J. RIFFE  
1109 Gilpin Avenue  
Wilmington, Delaware

CIRCUIT

RUSSELL J. EMORY and  
LOUISE S. EMORY, his wife  
Milford, Delaware

COURT

HOWARD EMORY, JR. and  
HELEN TODD EMORY, his wife  
Queenstown, Maryland

FOR

EDWIN DULIN, Trustee  
Centreville, Maryland

S. CARLTON JUMP  
2401 Pennsylvania Avenue  
Wilmington, Delaware

QUEEN

JOHN JUMP and  
MILDRED JUMP, his wife  
Ridgely, Maryland

ANNE'S

FLORENCE COUNCIL and  
PALMER COUNCIL, her husband  
Price, Maryland

COUNTY

CATHERINE GLANDING and  
EARL GLANDING, her husband  
Millington, Queen Anne's County, Maryland

IN

DOROTHY HAMMER and  
CHARLES HAMMER, her husband  
Greensboro, Maryland

ELIZABETH RHODES and  
TILGHMAN RHODES, her husband  
Centreville, Maryland

EQUITY

MARY A. JUMP  
Broadway Street  
Centreville, Maryland

NO.

BRUCE E. JUMP, minor  
Broadway Street  
Centreville, Maryland

5027

Re 28712

15.00

WILLIAM PAUL JUMP, JR. and  
JANICE K. JUMP, his wife  
Kidwell Avenue  
Centreville, Maryland

PATRICIA J. ANTHONY and  
MILTON ANTHONY, her husband  
Queenstown, Maryland

ELIZABETH L. CREIGHTON and  
CARROLL CREIGHTON, her husband  
North Commerce Street  
Centreville, Maryland

CHARLES M. JUMP  
North Liberty Street  
Centreville, Maryland

MARGARET J. SEWARD and  
JAMES R. SEWARD, her husband  
North Liberty Street  
Centreville, Maryland

RUTH WISE JUMP  
207 South Aurora Street  
Easton, Maryland

FRANK C. JUMP and  
MARY J. JUMP, his wife  
717 Elizabeth Street  
Easton, Maryland

FRANCIS W. JUMP and  
SALLY E. JUMP, his wife  
R.F.D.  
Easton, Talbot County, Maryland

BARBARA J. SAYLES and  
WILLIAM FRANCIS SAYLES, JR.,  
her husband  
5904 Crawford Drive  
Rockville, Montgomery County, Maryland

and the unknown heirs at law  
of Harry M. Jump, deceased,  
and any unknown person or  
persons not in being whose  
interest in the subject matter  
of this action may be affected  
by any decree or order which  
may be entered in this pro-  
ceeding

\* \* \* \* \*

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complaint of Lillian May Jump and Elmer Burton Jump  
by J. Thomas Clark, their attorney, respectfully shows:

1. That your complainants and others, whose interests are  
hereinafter set forth in this Bill, are the owners in fee simple,  
subject to a trust for the life of your complainants, of the following  
described real estate, to wit:

All that farm or tract of land, formerly composed  
of two parcels, situate in the Fifth Election District  
of Queen Anne's County, Maryland, which lies in back



of the farm owned, or formerly owned, by Algernon Carter, called or known as "Chestnut Meadow," containing 190 acres, more or less, and being the same land which was devised to Elma May Carter (by marriage Elma May Jump) by will of William T. Carter dated September 25, 1899, probated by the Orphans' Court of Queen Anne's County on October 17, 1899, and recorded among the Will Records for said County in Liber F. R. No. 2, folio 149, a copy of which will is attached hereto and made a part hereof and marked Exhibit A, and which upon the death, intestate, of the said Elma May Jump on May 4, 1936, descended to her husband, Harry M. Jump, as to a one-third interest, and the remaining two-thirds descended to her four children, all of whom were unmarried, namely, Harry A. Jump, William Carter Jump, Lillian May Jump and Elmer Burton Jump, and thereafter upon the death of Harry A. Jump, unmarried, who died intestate, his one-sixth interest in said real estate descended to his father, his surviving parent, Harry M. Jump, making Harry M. Jump the owner of an undivided one-half interest in the same, and thereafter upon the death of Harry M. Jump and by his will dated January 10, 1948, and admitted to probate on October 15, 1960, which is recorded among the Will Records of Queen Anne's County in Liber E.C.W. No. 1, folio 139, a copy of which will is attached hereto and made a part hereof and marked Exhibit B, the said Harry M. Jump devised his one-half interest in said real estate in trust during the life of your complainants and thereafter unto his heirs at law. That thereafter the said William Carter Jump departed this life, intestate, unmarried, and left surviving as his only heirs at law, your complainants, who inherited his one-sixth share in the aforesaid real estate so that they now own jointly an undivided one-half interest, or an undivided one-fourth interest each.

2. That the present Trustee under the trust created by the will of said Harry M. Jump during the life of your complainants is Edwin Dulin, and as such is entitled to hold in trust, under the said will, the said testator's undivided one-half interest or any proceeds therefrom in trust for your complainants, who are entitled to the interest, rents or profits from the same.

3. That the heirs at law of the said Harry M. Jump are Anna J. Riffe, a sister who is presently unmarried; the following children of Gurney Jump, a deceased brother of said Harry M. Jump, namely, Charles M. Jump, unmarried, Margaret J. Seward, who is married to James R. Seward, Ruth Wise Jump, widow of Frank Jump, who departed this life on July 1, 1967, and his children, Frank C. Jump, who is married to Mary J. Jump, Francis W. Jump, who is married to Sally E. Jump, and Barbara J. Sayles, who is married to William Francis Sayles, Jr.; children of Sadie Emory, a deceased sister of

Harry M. Jump, namely, Russell J. Emory, who is married to Louise S. Emory, and Howard Emory, Jr., who is married to Helen Todd Emory; and the children and their issue of Barcus Jump, a deceased brother of Harry M. Jump, namely, Elizabeth J. Rhodes, who is married to Tilghman Rhodes, Dorothy Hammer, who is married to Charles Hammer, Catherine Glanding, who is married to Earl Glanding, Florence Council, who is married to Palmer Council, John Jump, who is married to Mildred Jump, S. Carlton Jump, who is the only issue of Samuel Carlton Jump, a deceased child of Barcus Jump, and Mary A. Jump, widow of William Paul Jump, a deceased child of said Barcus Jump, and the following children of said William Paul Jump, to wit: William Paul Jump, Jr., who is married to Janice K. Jump, Patricia J. Anthony, who is married to Milton Anthony, Elizabeth L. Creighton, who is married to Carroll Creighton, and Bruce E. Jump, a minor.

4. That the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interest therein as above set forth. 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 several interests.

5. That this property is now under a farm tenancy which will expire at the end of the calendar year 1969.

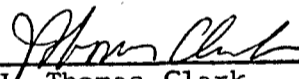
TO THE END, THEREFORE,

(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 the parties hereto according to their respective rights and interests.

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

And as in duty bound, etc.

  
\_\_\_\_\_

J. Thomas Clark  
118 N. Commerce St.  
Centreville, Maryland  
758-1392  
Attorney for Complainants

*Filed Mar 7. 1969*

In the name of God Amen  
I, ~~John~~ J. Carter of the town of Centerville Quin  
Census Co State of Maryland, being now  
weak in body, but sound in mind and  
memory, and being desirous of so arranging  
my earthly affairs that I may be the better  
prepared to depart this life in peace and trust  
my God,

do make declare and publish this to be my  
last Will and Testament as follows:

as soon after my death as it may be practicable  
it is my wish that all just debts owing by  
me together with my funeral expenses shall  
be <sup>paid</sup> ~~discharged~~ hereafter named be paid,  
then it is my Will and wish and I do so  
devise that my beloved wife Mary E. Carter  
shall have the House now occupied by me  
in the Town of Centerville together with all the  
the land and buildings attached thereto, and  
all the House hold and Kitchen furniture  
the Horse and Carriage, to have and to hold during  
of her natural life and no longer,  
and after her death to be sold, whatever portion  
shall be found, the proceeds arising therefrom  
to be equally divided between my two sons  
John Carter and John Carter

Exhibit "A"  
Filed Mar 7, 1969

LIBER

5 PAGE 541



if they be living; or to their Lawful heirs, if either of them or their heirs be living, at the death of her death.

Item 3<sup>d</sup>

I Will and give to my daughter Olive May Carter the Home farm with the 24 Acker of Wood Land used or now belonging to said farm, this farm is known as Chestnut Meadows and now occupied by one Chas Jewell, in fee simple and power to hold and manage and do as she wishes with

Item 4<sup>th</sup>

I Will and give to my daughter Lyda Weston Carter my other two farms, one known as the Cornfield farm situated in the 5<sup>th</sup> Election District, and now in the tenancy of Chas E. Bishop, the other situated in the 3<sup>d</sup> Election District known as the Pumpkin farm, and at this time in the tenancy of one Daniel Wright in fee simple to hold, manage and do as she likes with or soon as she comes at the age of twenty one years old.

Item 5<sup>th</sup>

it is my will and wish and I do so intend that my beloved Wife shall have the one third of my whole estate after deduct what I may owe at the time of my death, and burial expenses, and cost of administration; and do intend or wish the special gift of the House and furniture should deprive her of any part of my Estate the Law would have allowed her had I have made no will.

Item 6<sup>th</sup>

the net and residue of my Estate of whatever  
character I own and have in my possession  
my wife Mary E. Carter, Elma May Carter and  
Lyda Carter Carter share and share alike

7<sup>th</sup>

I do hereby make constitute and appoint  
Wm. J. Price to be Executor of this my last  
Will and Testament, hereby revoking all other  
wills by me heretofore made, also appoint him  
sole Guardian for my daughter Lyda May  
Carter, in ~~the~~ testimony whereof I have  
hereunto subscribed my name and affixed my  
seal this twenty fifth day of September  
eighteen hundred and ninety nine

W. J. Price seal

signed sealed, published and declared by the  
above named Testator as and for his last  
Will and Testament in the presence of us, who,  
at his request in his presence and the presence  
of each other have hereunto subscribed our  
names as Witnesses.

Alfred Tucker  
J. W. C. Seeg  
E. J. Carter

Queen Annes County, Oct. 3<sup>rd</sup> Then  
 17<sup>th</sup> day of October 1899 <sup>3<sup>rd</sup> Came</sup>  
 William J. Rice and made oath in due  
 form of law that he does not know <sup>and</sup>  
 will be codicil to a will of Wm. J.  
 Carter late of said county, deceased,  
 other than the foregoing instrument  
 of writing, and that he received the  
 same from said deceased on or about the  
 15<sup>th</sup> day of September 1899.

Twenty

Test. Finley Roberts.

Register of Wills

Queen Annes County, Oct. 3<sup>rd</sup> Then Came  
 17<sup>th</sup> day of October 1899 <sup>3<sup>rd</sup> Alfred</sup>  
 Tucker & J. H. C. Kegg, subscribing witness  
 to the foregoing last Will and Testa-  
 ment of William J. Carter late of said  
 county, deceased, and made oath  
 in due form of law that they did see  
 the testator therein named, sign and  
 seal the said Will; that they heard  
 him publish, pronounce and declare  
 the same to be his last will and Testa-  
 ment, and that at the time of his  
 so doing he was to the best of his  
 apprehension of sound mind and

mind, memory and understanding  
and that they together with C. G. Benton  
who took the oath prescribed by law  
the other subscribing witness, respectively  
subscribed their names as witnesses  
to said Will, in the presence and at  
the request of the said testator and in the  
presence of each other

Sworn before

Jinley Roberts,  
Reg of Wills

In the Orphans' Court for Queen Anne's  
County, Oct. 17<sup>th</sup> 1899 The foregoing  
last Will & Testament of Wm. T. Carter  
deceased was duly examined and  
approved by court and same ordered  
to be received filed & recorded.

Jinley Roberts  
Reg of Wills

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

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 William T. Carter, late of  
Queen Anne's County, deceased,

as filed and passed in this office on October 17, 1899

and recorded in Liber F.R. No. 2 Folio 149

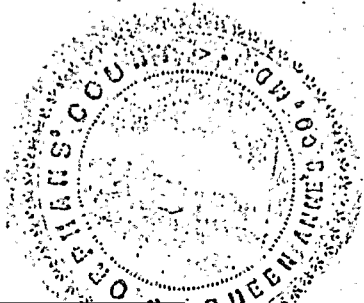
in Record Book of Wills

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 17<sup>th</sup>  
day of March 19 69

Madison E. Watson

Register of Wills for Queen Anne's County, Maryland



I, HARRY E. JUMP, of Queen Anne's County, State of Maryland, being of a sound and disposing mind, memory and understanding, hereby make this as and for my last Will and Testament, revoking hereby all Wills by me heretofore made.

1. I hereby constitute and appoint William Paul Jump to be sole executor of this Will and direct him to pay my funeral expenses and just debts as soon after my death as he can legally do so.

2. I hereby give, grant, bequeath and devise all the rest, residue and remainder of my estate, both real and personal property, wheresoever located or situate, to William Paul Jump, To have and To hold in trust and confidence nevertheless for the following purposes, to wit: To take possession thereof, to bargain and sell any or all of my personal property, without the purchaser or purchasers thereof assuming any liability for the application of the proceeds or proceeds of sale or sales; to change or alter any of my personal property investments and to invest and re-invest any monies derived therefrom; to manage, farm, farm, rent and rent any and all of my real estate; to collect all rents, interest, issue, income and profits from said real and personal estate and to pay there out of all expenses in the maintenance of same and all expenses incident to this trust, including reasonable compensation to said Trustee, and to use said rents, interest, issue, income, profits in the maintenance of a home for three of my four children, namely, William Carter Jump, Lillian May Jump and Elmer Burton Jump (except as hereinafter provided) or any of them living at the time of my death, and to pay all necessary expenses in the upkeep of said home, and to provide the said Lillian May Jump with sufficient money run the same, that is to furnish food and clothes and other essentials for herself and the other children, so long as the said Lillian May Jump may be physically and mentally ~~capable~~ capable of performing said task, but should she become incapable, either physically or mentally, then to employ a house keeper to perform said tasks; after which to distribute said balance of said rents, issue, interest, income and profits equally semi-annually among my said three children; provided that should any one or more of my said children die without leaving issue then his, her or their share shall devolve upon the survivors or survivor, but should the one or more of my said children die leaving issue, then said issue shall receive the share of said rents, issue, interest, income and profits that his, her or their parents had so received; that this trust estate shall continue until the death of the survivor of all my children.

3.

Exhibit "B"  
Filed Mar 7, 1969

3. I have eliminated my son, Harry A. Jump, from the home created by Item 2 of this Will and from sharing in the rents, issue, interest, income and profits of my estate because that he is addicted to the use of alcoholic liquors, and the benefits that he ~~should~~ should receive under this will would simply encourage him in the use thereof, and I hereby direct that my Executor shall at once upon my death remove him from the home to be so provided; but should my said son, Harry A. Jump, refrain from the use of alcoholic liquors or become incapacitated to work then in either event I hereby give, grant and bequeath to him the same share in said home and trust estate as if his name had been set forth with my other children provided also that should my said son, Harry A. Jump, survive me and die leaving issue, then said issue shall take, per stirpes, such an ~~issue~~ share in said trust estate as if the said Harry A. Jump had been fully included in all the provisions as set forth in Item 2 of this Will.

4. I desire the Trust estate herein created to be administered without the jurisdiction of a Court of Equity but I give to the beneficiaries of said Trust estate the right to remove said Trustee at their pleasure and to select his successor or successors in said trust Estate and I further direct my Trustee to have an annual audit made by competent auditor of the rents, issues, interest, income and profits of my estate and all expenses involved in the handling thereof and to settle as herein provided with said beneficiaries in accordance therewith.

5. Upon the death of the last of my children the Trust Estate herein created shall cease and terminate and I hereby give, grant, bequeath and devise my entire estate to the issue then living of my said four children, per stirpes and not per capita, but should there be no issue then living, I do hereby give, grant, bequeath and devise my said entire estate to those parties who would take had I died intestate.

In witness whereof I have hereunto subscribed my name and affixed my seal this  
10<sup>th</sup> day of January, 1948.

Harry M. Jump (SEAL)  
Harry M. Jump.

Signed, sealed, published and declared by Harry M. Jump, the above named testator, us and for his Last Will and Testament, who in our presence and at his request and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

Paul A. Smith  
Paul A. Smith

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

On the 15th day of October A. D., 1960, came William P. Jump of Centreville, Maryland, Custodian of the within and foregoing instrument of writing, purporting to be the last Will and Testament of HARRY M. JUMP, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he do not know nor has he heard of any other and that he received the same from a safe in the home of the Testator.

on or about the 12th day of October A. D., 1960.

Sworn before.

*E. Elmer Wells*  
Register of Wills of Queen Anne's County, Md.

Form 7

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

On the 15th day of October 1960, came Paul B. Smith of Chestertown, Maryland, one of the

subscribing witnesses to the foregoing last Will and Testament of HARRY M. JUMP, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will, that he heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with L. Herman Meredith subscribed his name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court.  
Test:

*E. Elmer Wells*  
Register of Wills of Queen Anne's County, Md.

FORM 6

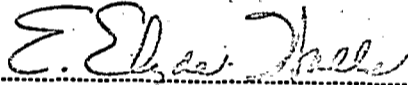
State of Maryland, Queen Anne's County, to wit;

On the 15th day of October 1960, came  
L. Herman Meredith of Centreville, Maryland, one of the

of \_\_\_\_\_  
subscribing witnesses to the foregoing last Will and Testament of HARRY M. JUMP.  
\_\_\_\_\_, late of Queen Anne's County, deceased, and made oath in due form of law,  
that he did see the Testator sign and seal said Will, that he heard him  
publish, pronounce and declare the same to be his last Will and Testament, and at the time of  
his so doing he was to the best of his apprehension, of sound and disposing  
mind, memory and understanding; and that he together with Paul B. Smith  
\_\_\_\_\_ subscribed his name as witness to  
said Will at his request in his presence and in the presence of each other.

Sworn in open court,

Test:



Register of Wills of Queen Anne's County, Md.

FORM 6

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 HARRY M. JUMP  
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  
15<sup>th</sup> day of October, A. D., 1960, that the same be admitted in this Court  
as the true and genuine last Will and Testament of the said HARRY M. JUMP,  
deceased.



Register of Wills of Queen Anne's County.



In the Orphans' Court for Queen Anne's County, Maryland, Set: ( )

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of HARRY M. JUMP, late of Queen Anne's County, deceased,

as filed and passed in this office on October 15, 1960

and recorded in Liber E.C.W. No. 1 Folio 139

in Record Book of Wills.

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 7th day of March 19 69.

Maddy E. Waters  
Register of Wills for Queen Anne's County, Maryland

4  
/

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 5027

\* \* \* \* \*

LILLIAN MAY JUMP  
Centreville, Maryland  
and  
ELMER BURTON JUMP  
Centreville, Maryland

vs.

ANNA J. RIFFE, 1109 Gilpin Avenue, Wilmington, Delaware; RUSSELL J. EMORY and LOUISE S. EMORY, his wife, Milford, Delaware; HOWARD EMORY, JR. and HELEN TODD EMORY, his wife, Queenstown, Maryland; EDWIN DULIN, Trustee, Centreville, Maryland; S. CARLTON JUMP, 2401 Pennsylvania Avenue, Wilmington, Delaware; JOHN JUMP and MILDRED JUMP, his wife, Ridgely, Maryland; FLORENCE COUNCIL and PALMER COUNCIL, her husband, Price, Maryland; CATHERINE GLANDING and EARL GLANDING, her husband, Millington, Queen Anne's County, Maryland; DOROTHY HAMMER and CHARLES HAMMER, her husband, Greensboro, Maryland; ELIZABETH RHODES and TILGHMAN RHODES, her husband, Centreville, Maryland; MARY A. JUMP, Broadway Street, Centreville, Maryland; BRUCE E. JUMP, minor, Broadway Street, Centreville, Maryland; WILLIAM PAUL JUMP, JR. and JANICE K. JUMP, his wife, Kidwell Avenue, Centreville, Maryland; PATRICIA J. ANTHONY and MILTON ANTHONY, her husband, Queenstown, Maryland; ELIZABETH L. CREIGHTON and CARROLL CREIGHTON, her husband, North Commerce Street, Centreville, Maryland; CHARLES M. JUMP, North Liberty Street, Centreville, Maryland; MARGARET J. SEWARD and JAMES R. SEWARD, her husband, North Liberty Street, Centreville, Maryland; RUTH WISE JUMP, 207 South Aurora Street, Easton, Maryland; FRANK C. JUMP and MARY J. JUMP, his wife, 717 Elizabeth Street, Easton, Maryland; FRANCIS W. JUMP and SALLY E. JUMP, his wife, R.F.D., Easton, Talbot County, Maryland; BARBARA J. SAYLES and WILLIAM FRANCIS SAYLES, JR., her husband, 5904 Crawford Drive, Rockville, Montgomery County, Maryland; and the unknown heirs at law of Harry M. Jump, deceased, and any unknown person or persons not in being whose interest in the subject matter of this action may be affected by any decree or order which may \* \* \* \* \* be entered in this proceeding.

ORDER OF PUBLICATION

\* \* \* \* \*

The object of this Bill of Complaint is to obtain a decree for the sale of real estate hereinafter described and to distribute the proceeds of said sale between the parties according to their respective rights and interests.

The Bill recites that the complainants and others, whose interests are hereinafter set forth, are the owners in fee simple, subject to a trust for the life of the complainants, of the following described real estate, to wit: All that farm or tract of land formerly composed of two parcels, situate in the Fifth Election District of Queen Anne's County, Maryland, which lies in back of the farm owned,

or formerly owned, by Algernon Carter, Called or known as "Chestnut Meadow," containing 190 acres, more or less, and being the same land which was devised to Elma May Carter (by marriage Elma May Jump) by will of William T. Carter dated September 25, 1899, probated by the Orphans' Court of Queen Anne's County on October 17, 1899, and recorded among the Will Records for said County in Liber F.R. No. 2, folio 149, and which upon the death, intestate, of the said Elma May Jump on May 4, 1936, descended to her husband, Harry M. Jump, as to a one-third interest, and the remaining two-thirds descended to her four children, all of whom were unmarried, namely, Harry A. Jump, William Carter Jump, Lillian May Jump and Elmer Burton Jump, and thereafter upon the death of Harry A. Jump, unmarried, who died intestate, his one-sixth interest in said real estate descended to his father, his surviving parent, Harry M. Jump, making Harry M. Jump the owner of an undivided one-half interest in the same, and thereafter upon the death of Harry M. Jump and by his will dated January 10, 1948, and admitted to probate on October 15, 1960, which is recorded among the Will Records of Queen Anne's County in Liber E.C.W. No. 1, folio 139, the said Harry M. Jump devised his one-half interest in said real estate in trust during the life of the complainants and thereafter unto his heirs at law. That thereafter the said William Carter Jump departed this life, intestate, unmarried, and left surviving as his only heirs at law, the complainants, who inherited his one-sixth share in the aforesaid real estate, so that they now own jointly an undivided one-half interest, or an undivided one-fourth interest each.

The Bill further recites that the present Trustee under the trust created by the will of said Harry M. Jump during the life of the complainants is Edwin Dulin, and as such is entitled to hold in trust, under the said will, the said testator's undivided one-half interest or any proceeds therefrom in trust for the complainants, who are entitled to the interest, rents or profits from the same.

The Bill further recites that the heirs at law of the said Harry M. Jump are Anna J. Riffe, a sister who is presently unmarried; the following children of Gurney Jump, a deceased brother of said Harry M. Jump, namely, Charles J. Jump, unmarried, Margaret J. Seward, who is married to James R. Seward, Ruth Wise Jump, widow of Frank Jump, who departed this life on July 1, 1967, and his children, Frank C. Jump, who is married to Mary J. Jump, Francis W. Jump, who is married to Sally E. Jump, and Barbara J. Sayles, who is married to William Francis Sayles, Jr.; children of Sadie Emory, a deceased sister of Harry M. Jump, namely, Russell J. Emory, who is married to Louise S. Emory, and Howard Emory, Jr., who is married to Helen Todd Emory; and the children and their issue of Barcus Jump, a deceased brother of Harry M. Jump, namely, Elizabeth J. Rhodes, who is married to Tilghman Rhodes, Dorothy Hammer, who is married to Charles Hammer, Catherine Glanding, who is married to Earl Glanding, Florence Council, who is married to Palmer Council, John Jump, who is married to Mildred Jump, S. Carlton Jump, who is the only issue of Samuel Carlton Jump, a deceased child of Barcus Jump, and Mary A. Jump, widow of William Paul Jump, a deceased child of said Barcus Jump, and the following children of said William Paul Jump, to wit: William Paul Jump, Jr., who is married to Janice K. Jump, Patricia J. Anthony, who is married to Milton Anthony, Elizabeth L. Creighton, who is married to Carroll Creighton, and Bruce E. Jump, a minor.

The Bill further recites that the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interest therein as above set forth. 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 several interests.

The Bill further recites that this property is now under a farm tenancy which will expire at the end of the calendar year 1969.

It is thereupon this 7th day of March, 1969, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the complainants by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 10th day of April, 1969, shall give notice to Anna J. Riffe, Russell J. Emory and Louise S. Emory, his wife, S. Carlton Jump, who are non-residents, and the unknown heirs at law of Harry M. Jump, deceased, and any unknown persons or persons not in being whose interest in the subject matter of this action may be affected by any decree or order which may be entered in this proceeding, of the object and substance of the Bill, warning them and each of them to appear in this Court, in person or by attorney, on or before the 12th day of May, 1969, and show cause, if any they or any of them have, why a decree should not be passed as prayed.

Charles W. Cecil  
Clerk

*Filed Mar 7, 1969*

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Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 5027

Docket C.W.C.#2, fol. 56

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

TO: Ruth Wise Jump  
207 South Aurora Street  
Easton, Maryland

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

Lillian May Jump, Centreville, Maryland, and  
Elmer Burton Jump, Centreville, Maryland

Issued the 7th. day of March 19 69.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

Charles W Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22, 19 69, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.  
Copy Of Narr and Statement and Proce<sup>s</sup>s read to the defendant, Ruth Wise Jump,  
this 11 day of March, 1969 and copies left with her.

*Filed Mar 13, 1969*

T. O. Meredith  
Sheriff of Talbot Co.

6/312

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 5027

Docket C.W.C.#2, fol.56

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

TO: Francis W. Jump and Sally E. Jump, his wife  
R.F.D.  
Easton, Talbot County, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of Lillian May Jump, Centreville, Maryland, and Elmer Burton Jump, Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

Charles W Cecil  
Clerk  
(Seal of Court)

NAME:  
ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22, 1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of Narr and Statetement and process read to the defendants, Francis E. Jump and Sally E. Jump his wife, this 11th day of March, 1969 and copies left with each.

Filed Mar 13, 1969

H.O. Meredith  
Sheriff of Talbot County.

313

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 5027

Docket C.W.C.#2, fol. 56

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

TO: Frank C. Jump and  
Mary J. Jump, his wife  
717 Elizabeth Street  
Easton, Maryland

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

Lillian May Jump, Centreville, Maryland and  
Elmer Burton Jump, Centreville, Maryland

Issued the 17th day of March 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

*Charles W. Seal*

(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 April 22,

19 69, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy Of Narr And S Statement And Process Read To The Defendants, Frank C. Jump  
And Mary J. Jump his wife, this 11 th day of March 1969 and copies left with each  
sheriff Of Talbot County,

*Filed March 13, 1969*

*J.O. Meredith*

Summoned Edwin Dulin, Trustee  
on this 12 day of March 1969  
and left with him a copy of  
subpoena, bill of complaint \_\_\_\_\_

Alfred M. Butler  
Deputy Sheriff of Queen Anne's Co.

**Circuit Court For Queen Anne's County**

**EQUITY SUMMONS:**

\_\_\_\_\_ April \_\_\_\_\_ Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Bruce E. Jump, minor  
Broadway Street  
Centreville, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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 March 13, 1969*

LIBER 5 PAGE 557



Summoned Bruce E. Jump, minor

LIBER

5 PAGE 558

on this 12 day of March 1969

and left with him a copy of

subpoena, bill of complaint also copy of same left with Mary A. Jump, Mother of Bruce

*Alfie M. Butler*

Deputy Sheriff of Queen Anne's Co.

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

9

April Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Edwin Dulin, Trustee  
Centreville, Maryland

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

next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

*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 April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Mar 13, 1969*

Summoned Edwin Dulin, Trustee

on this 12 day of March 1969

and left with him a copy of

subpoena, bill of complaint \_\_\_\_\_

Alfred M. Butler  
Deputy Sheriff of Queen Anne's Co.

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

10

April Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Catherine Glanding and  
Earl Glanding, her husband  
Millington, Queen Anne's County, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of  
Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charles W. Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar 13, 1969

Summoned Catherine Glanding and Earl Glanding, her husband  
 on this 12 day of March 1969  
 and left with them a copy of  
 subpoena, bill of complaint \_\_\_\_\_

Deputy Alfred M. Butler  
 Sheriff of Queen Anne's Co.

## Circuit Court For Queen Anne's County

### EQUITY SUMMONS:

April Return Day

File No. 5027

Docket C.W.C. #2, fol. 56

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

TO: Mary A. Jump  
 Broadway Street  
 Centreville, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of  
 Lillian May Jump  
 Centreville, Maryland  
 and  
 Elmer Burton Jump  
 Centreville, Maryland

Issued the 7th day of March 1969.

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charles 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 April 22,  
 1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 13, 1969

Summoned Mary A. Jump  
on this 12 day of March 1969  
and left with him: a copy of  
subpoena, bill of complaint  
Alvin M. Butler  
Deputy Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

12 / EQUITY SUMMONS:

April Return Day  
File No. 5027 Chy.  
Docket C.W.C. #2, fol. 56

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

TO: Elizabeth Rhodes and  
Tilghman Rhodes, her husband  
Centreville, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of  
Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charles W. Cecil

Clerk

(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed March 13, 1969

Summoned Elizabeth Rhodos and Tilghman Rhodos, her husband  
 on this 12 day of March 1969  
 and left with them a copy of  
 subpoena, bill of complaint \_\_\_\_\_

Deputy Alvin M. Butler  
 Sheriff of Queen Anne's Co.

## Circuit Court For Queen Anne's County

13 EQUITY SUMMONS:

April \_\_\_\_\_ Return Day

File No. 5027

Docket C.W.C.#2, fol. 56

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

TO: Margaret J. Seward and  
 James R. Seward, her husband  
 North Liberty Street  
 Centreville, Maryland

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

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

Lillian May Jump Centreville, Maryland, and  
 Elmer Burton Jump, Centreville, Maryland

Issued the 7th. day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
 ADDRESS: Centreville, Maryland  
Telephone: 758-1392

Charles W. Cecil

Clerk

(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
 1969 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Mar. 13 1969*

Summoned Margaret J. Seward and James R. Seward, Her husband  
on this 11 day of March 1969

and left with them a copy of

subpoena, bill of complaint \_\_\_\_\_

Deputy Alvin M. Butler  
Sheriff of Queen Anne's Co.

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

April \_\_\_\_\_

Return Day

File No. 5027

Docket C.W.C.#2, fol. 56

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

TO: Elizabeth L. Creighton and  
Carroll Creighton, her husband  
North Commerce Street  
Centreville, Maryland

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

April

next, to answer an action at the suit of  
Lillian May Jump, Centreville, Maryland, and  
Elmer Burton Jump, Centreville, Maryland

Issued the 7th. day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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 Mar 13 1969*

*Charles W. Cecil*

Clerk

(Seal of Court)

Summoned Elizabeth L. Creighton and Carroll Creighton, her  
( husband.  
on this 11 day of March 1969  
and left with them a copy of  
subpoena, bill of complaint

\_\_\_\_\_  
*Alvin M. Butler*  
Deputy Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

15

\_\_\_\_\_April\_\_\_\_\_  
Return Day

File No. 5027

Docket C.W.C. #2, fol. 56

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

TO: William Paul Jump, Jr. and  
Janice K. Jump, his wife  
Kidwell Avenue, Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
April\_\_\_\_\_, next, to answer an action at the suit of

Lillian May Jump, Centreville, Maryland, and  
Elmer Burton Jump, Centreville, Maryland,

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

Charles W Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Mar 13 1969*

Summoned William Paul Jump, Jr. and Janice K. Jump <sup>his wife</sup>  
on this 11 day of March 1969

and left with them a copy of  
subpoena, bill of complaint \_\_\_\_\_

Philip M. Butler  
Deputy Sheriff of Queen Anne's Co.

## Circuit Court For Queen Anne's County

### EQUITY SUMMONS:

April Return Day  
File No. 5027  
Docket C.W.C.#2, fol. 56

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

TO: Charles M. Jump  
North Liberty Street  
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
April, next, to answer an action at the suit of

Lillian May Jump, Centreville, Maryland, and Elmer  
Burton Jump, Centreville, Maryland

Issued the 7th. day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

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 April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Mar. 13, 1969*



Summoned Charles M. Jump  
on this 11 day of March 1969  
and left with him a copy of  
subpoena, bill of complaint  
Deputy Alfred M. Butler  
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

17  
EQUITY SUMMONS:

April Return Day  
File No. 5027  
Docket C.W.C.#2, fol. 56

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

TO: Patricia J. Anthony and Milton Anthony, her husband  
Queenstown, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
April, next, to answer an action at the suit of

Lillian May Jump, Centreville, Maryland, and  
Elmer Burton Jump, Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

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 April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Mar 13, 1969*

Summoned Patricia J. Anthony and Milton Anthony, her husband  
on this 11 day of March 1969  
and left with them a copy of  
subpoena, bill of complaint \_\_\_\_\_

Walter Clough  
Deputy Sheriff of Queen Anne's Co.

18  
Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Howard Emory, Jr. and  
Helen Todd Emory, his wife  
Queenstown, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 19 69.

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charislet 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 April 22,  
19 69 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar 18, 1969

Summons served and copy of Summons and Bill Of Complaint left with Howard Emory, Jr. And Helen Todd Emory this 15th Day of March 1969.

Walter Church  
Deputy Sheriff for Queen Anne's County

19

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Florence Council and  
Palmer Council, her husband  
Price, Maryland

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

\_\_\_\_\_ next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland

and

Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charles W. Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar 18, 1969

Summoned Florence Council and Palmer Council, her husband  
on this 17 day of March 1969  
and left with them a copy of  
subpoena, bill of complaint

A. M. Butler  
Deputy Sheriff of Queen Anne's Co.

**Circuit Court For Queen Anne's County**

**EQUITY SUMMONS:**

April Return Day

File No. 5027 Chy.

Docket C.W.C. #2, fol. 56

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

TO: Dorothy Hammer and  
Charles Hammer, her husband  
Greensboro, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of  
Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

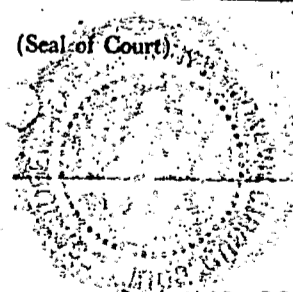
NOTICE TO THE PERSON(S) SUMMONED:

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 March 19, 1969*

Charles W. Cecil  
Clerk

(Seal of Court)



Received and forthwith delivered  
to the Sheriff of Caroline County 3/11/69

Miss M. C. Butler, Clerk

Summonsed copies  
of process, Declaration, etc.  
left with seal, March 13, 1969.

Louis C. Anson  
3-13-69  
Sheriff of Caroline County

Circuit Court For Queen Anne's County

21 EQUITY SUMMONS:

April Return Day

File No. 5027

Docket C.W.C.#2, fol: 56

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

TO: Barbara J. Sayles and William Francis Sayles, Jr.,  
her husband  
5904 Crawford Drive  
Rockville, Montgomery County, Maryland

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

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

Lillian May Jump  
Centreville, Maryland, and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 7th day of March 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
118 N. Commerce St.  
ADDRESS: Centreville, Maryland  
Telephone: 758-1392

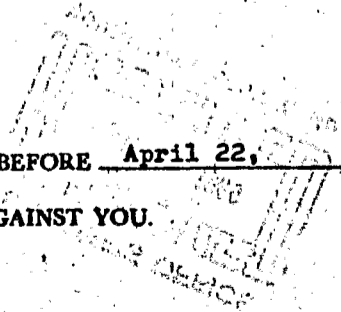
Charles W. Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
19 69, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar 21, 1969



Served the within Subpoena personally, by reading to, and leaving copy of same, together with a copy of the Bill of Complaint with

*Barbara J. Saules*  
*Lillian Francis Saules, Jr*  
this 19 day of Mar 1969

*Ralph W. Offutt*  
Sheriff

SHERIFF'S OFFICE  
**RECEIVED**  
MAR 13 1969  
MONTGOMERY COUNTY, MD.

22

LILLIAN MAY JUMP	:	IN THE
et al	:	
Plaintiffs	:	- CIRCUIT COURT FOR
vs	:	
HOWARD EMORY, JR. and	:	QUEEN ANNE'S COUNTY
HELEN TODD EMORY, his wife	:	
et al	:	EQUITY NO. 5027
Defendants	:	

: : : : : : : :

ANSWER TO BILL OF COMPLAINT FOR SALE OF REAL ESTATE

Now come HOWARD EMORY, JR. and HELEN TODD EMORY, his wife, by Z. Townsend Parks, Jr., their attorney, and in answer to the Bill of Complaint filed herein admits the allegations thereof and consent to the relief prayed.

*Z. Townsend Parks, Jr.*  
Z. TOWNSEND PARKS, JR.  
2101 One Charles Center  
Baltimore, Maryland 21201  
685-5045  
Attorney for Howard Emory, Jr.  
and Helen Todd Emory, two of  
the Defendants

I HEREBY CERTIFY that on this 9<sup>th</sup> day of April, 1969, I have mailed a copy of the above Answer to J. Thomas Clark, Esquire, Attorney for Plaintiffs.

*Z. Townsend Parks, Jr.*  
Attorney for Howard Emory, Jr.  
and Helen Todd Emory, two of  
the Defendants

*Filed April 11, 1969*

## Circuit Court For Queen Anne's County

## EQUITY SUMMONS:

23April

Return Day

File No. 5027 Ghy.Docket G.W.C. #2, fol. 56

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

TO: John Jump and  
Mildred Jump, his wife  
Ridgely, Maryland

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

\_\_\_\_\_, next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland  
and

Elmer Burton Jump  
Centreville, Maryland

Issued the 7<sup>th</sup> day of March 1969

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

Charles W. Cecil  
Clerk  
(Seal of Court)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 22,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed April 15, 1969*

Received and forthwith delivered  
to the Sheriff of Caroline County, 3/11/69  
Michael C. Butler

Non Est  
4-7-69

Louis C. Andrews  
Sheriff of Caroline County

249

Sullivan May Jump  
et al

vs.

Anna J. Poffe et al

In the Circuit Court for Queen Anne's County

No. 5027 ch

Judgment

Int. from

Costs

Credits

Recorded in Liber \_\_\_\_\_ folio \_\_\_\_\_

Mr. Charles Cecil,  
Clerk of the Circuit Court for Queen Anne's County.

You will please <sup>re-</sup> issue summons John Jump + Mildred  
Jump, his wife - Queen Anne, Talbot County, Md

Filed April 15, 1969

John Clark  
Attorney for Plaintiffs



24

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.,

IN EQUITY No. 5027

CERTIFICATE SHOWING SERVICE BY MAIL ON NON-RESIDENTS

I hereby certify that pursuant to Rule 105 (3) (f) that the undersigned did on March 25, 1969, mail a copy of the Order of Publication, (copy of such Order of Publication is attached hereto and made a part hereof) to Louise S. Emory, addressed to her at Milford, Delaware; Russell J. Emory, addressed to him at Milford, Delaware; Anna J. Riffe, addressed to her at 1109 Gilpin Avenue, Wilmington, Delaware; and S. Carlton Jump, addressed to him at 2401 Pennsylvania Avenue, Wilmington, Delaware, as per receipts for certified mail, numbers 770374, 770372, 770373, and 770439, respectively, which are attached hereto and made a part hereof, and did thereafter receive the receipt from each of the aforementioned persons, which showed that they did receive the same, said receipts are attached hereto and made a part hereof.

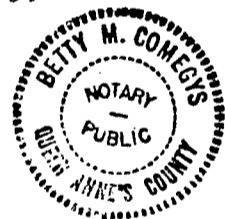
J. Thomas Clark, Attorney for Plaintiffs

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

Sworn and subscribed to before me this 17th day of April, 1969.

WITNESSETH my hand and Notarial Seal.

Betty M. Comegys, Notary Public



Filed April 17, 1969

No. 770439

RECEIPT FOR CERTIFIED MAIL-30¢. Form for No. 770439, sent to S. Carlton Jump at 2401 Pennsylvania Avenue, Wilmington, Del. Includes postmark MAR 25 1969 and USPO stamp.

No. 770372

RECEIPT FOR CERTIFIED MAIL-30¢. Form for No. 770372, sent to Russell J. Emory at Milford, Del. Includes postmark MAR 25 1969 and USPO stamp.

No. 770373

RECEIPT FOR CERTIFIED MAIL-30¢. Form for No. 770373, sent to Anna J. Riffe at 1109 Gilpin Ave, Wilm. Del. Includes postmark MAR 25 1969 and USPO stamp.

No. 770374

RECEIPT FOR CERTIFIED MAIL-30¢. Form for No. 770374, sent to Louise S. Emory at Milford, Del. Includes postmark MAR 25 1969 and USPO stamp.

**INSTRUCTIONS TO DELIVERING EMPLOYEE**  
 Show to whom, date, and address where delivered  Deliver ONLY to addressee  
*(Additional charges required for these services)*

**RECEIPT**

Received the numbered article described below.

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 770439	1 <i>Carlton Jung</i>
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED MAR 27 1969	3 SHOW WHERE DELIVERED (only if requested)

c55-16-71648-10 GPO

**INSTRUCTIONS TO DELIVERING EMPLOYEE**  
 Show to whom, date, and address where delivered  Deliver ONLY to addressee  
*(Additional charges required for these services)*

**RECEIPT**

Received the numbered article described below.

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 770372	1 <i>Russell J. Canary</i>
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 3-27-69	3 SHOW WHERE DELIVERED (only if requested)

c55-16-71648-10 GPO

**INSTRUCTIONS TO DELIVERING EMPLOYEE**  
 Show to whom, date, and address where delivered  Deliver ONLY to addressee  
*(Additional charges required for these services)*

**RECEIPT**

Received the numbered article described below.

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 770373	1
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED MAR 27 1969	3 <i>Gina J. Riffe</i>
	<i>Mrs. M. John</i>

c55-16-71648-10 GPO

**INSTRUCTIONS TO DELIVERING EMPLOYEE**  
 Show to whom, date, and address where delivered  Deliver ONLY to addressee  
*(Additional charges required for these services)*

**RECEIPT**

Received the numbered article described below.

REGISTERED NO.	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO. 770374	1 <i>Louise S. Canary</i>
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 3-27-69	3 <i>Russell J. Canary</i>

c55-16-71648-10 GPO

25  
LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY


ANNA J. RIFFE, et al.,

IN EQUITY No. 5027

MOTION FOR ORDER APPOINTING GUARDIAN AD LITEM

Lillian May Jump, Plaintiff, by J. Thomas Clark, her attorney, moves pursuant to Maryland Rule 205 e 2, for the appointment of a guardian ad litem to represent Bruce E. Jump, a minor. The grounds of the motion are as follows:

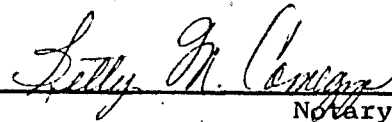
1. Bruce E. Jump has been duly summoned.
2. Bruce E. Jump has no legal guardian within the jurisdiction of this court.
3. Movant suggests as guardian ad litem, Betty M. Comegys, who has no interest whatever in this suit adverse to that of Bruce E. Jump.

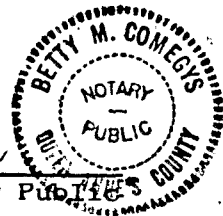
  
 J. Thomas Clark  
 Attorney for Plaintiff

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

I HEREBY CERTIFY, that on this 17th day of April, 1969, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lillian May Jump, who made oath in due form of law, that the matters and facts set forth in the foregoing Motion are true to the best of her knowledge, information and belief.

WITNESSETH my hand and Notarial Seal.

  
 Betty M. Comegys  
 Notary Public



Filed Apr. 17, 1969

ORDER APPOINTING GUARDIAN AD LITEM

26/  
 Upon the foregoing Motion for Appointment of Guardian Ad Litem and Affidavit thereon, it is this 17 day of April, 1969, by the Circuit Court for Queen Anne's County, ORDERED that Betty M. Comegys is hereby appointed guardian ad litem to represent Bruce E. Jump, a minor.

  
 B. Hackett Turner, Jr.  
 JUDGE

Filed Apr. 17, 1969

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

27

\_\_\_\_\_ May \_\_\_\_\_ Return Day

File No. 5027 \_\_\_\_\_

Docket C.W.C.#2, fol. 56

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

TO: John Jump and  
Mildred Jump, his wife  
Queen Anne, Talbot County, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
May \_\_\_\_\_, next, to answer an action at the suit of

Lillian May Jump  
Centreville, Maryland  
and  
Elmer Burton Jump  
Centreville, Maryland

Issued the 15th. day of April 19 69

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

*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 May 20,  
1969, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed April 18, 1969*

LIBER

5 PAGE 577

Summoned John W Jump And Mildred v Jump his Wife  
This 16th Day Of April 1969.

*J. O. Meredith Shuff*

28  
LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5027

ANSWER TO BILL OF COMPLAINT

Now comes Edwin Dulin, Trustee, and in proper person,  
in answer to the Bill of Complaint filed herein admits the allegations  
thereof and consents to the relief prayed.

*Edwin Dulin*

Edwin Dulin, Trustee

I HEREBY certify that on this 21 day of April, 1969,  
I served a copy of the above answer upon J. Thomas Clark, Attorney  
for Plaintiffs, by leaving a copy of the same at his law office,  
118 No. Commerce St., Centreville, Md., and a copy of the same upon  
Betty M. Comegys, Guardian Ad Litem of Bruce E. Jump, minor, by  
leaving a copy of the same with her at the above address.

*Edwin Dulin*

*Filed April 21, 1969*

29

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.,

IN EQUITY No. 5027

ANSWER OF BETTY M. COMEGYS, GUARDIAN AD LITEM FOR BRUCE E. JUMP, A MINOR

Betty M. Comegys, guardian ad litem of Bruce E. Jump, a minor, on behalf of said minor, in answer to the bill of complaint, says:

1. He is without knowledge as to all the allegations contained in the bill of complaint.
2. He submits the rights of said minor to the protection of the court.

Betty M. Comegys  
 Betty M. Comegys  
 Guardian Ad Litem of Bruce E. Jump

I hereby certify, that on this 21 day of April, 1969, I served a copy of the foregoing Answer upon J. Thomas Clark, Attorney for Plaintiffs, by leaving a copy of the same with him at his law office, 118 N. Commerce St., Centreville, Maryland.

Betty M. Comegys  
 Betty M. Comegys

*Filed April 21, 1969*

30

P.O. Box 44, Stevensville, Md. 21666 April 19, 1969

THE BAY TIMES, a body corporate, does hereby certify that the Order of Publication

in the case/estate of No. 5027

Lillian May Jump and Elmer Burton Jump

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 10th day of April, 1969, and that the first insertion of said advertisement in said BAY TIMES was on the 13th day of March, 1969, and the last insertion on the 2nd day of April, 1969.

THE BAY TIMES

By Mary S. Rowdale

Filed April 23, 1969

CHARLES W. CECIL, Clerk of the Circuit Court for Queen Anne's County, Maryland, do hereby certify that the following is a true and correct copy of the Bill of Partition and Order of Publication filed in the Circuit Court for Queen Anne's County, Maryland, on the 7th day of March, 1969, and that the same was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 10th day of April, 1969, and that the first insertion of said advertisement in said BAY TIMES was on the 13th day of March, 1969, and the last insertion on the 2nd day of April, 1969.

CHARLES W. CECIL, Clerk

Filed Mar. 7, 1969

True Copy

Test: Charles W. Cecil, Clerk

3-13-4-T

The Bill further recites that the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interest therein as above set forth. 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 several interests.

ORDER OF PUBLICATION

The object of this Bill of Partition is to obtain a decree for the sale of real estate hereinafter described and to distribute the proceeds of said sale between the parties according to their respective rights and interests.

The Bill recites that the complainants and others, whose interests are hereinafter set forth, are the owners in fee simple, subject to a trust for the life of the complainants, of the following described real estate, to-wit: All that farm or tract of land formerly composed of two parcels, situate in the Fifth Election District of Queen Anne's County, Maryland, which lies in back of the farm owned, or formerly owned, by Algernon Carter, called or known as "Chestnut Meadow," containing 190 acres, more or less, and being the same land which was devised to Elma May Carter (by marriage Elma May Jump) by will of William T. Carter dated September 25, 1899, probated by the Orphans' Court of Queen Anne's County on October 17, 1899, and recorded among the Will Records for said County in Liber F.R. No. 2, folio 149, and which upon the death, intestate, of the said Elma May Jump on May 4, 1936, descended to her husband, Harry M. Jump, as to a one-third interest, and the remaining two-thirds descended to her four children, all of whom were unmarried, namely, Harry A. Jump, William Carter Jump, Lillian May Jump and Elmer Burton Jump, and thereafter upon the death of Harry A. Jump, unmarried, who died intestate, his one-sixth interest in said real estate descended to his father, his surviving parent, Harry M. Jump, making Harry M. Jump the owner of an undivided one-half interest in the same, and thereafter upon the death of Harry M. Jump and by his will dated January 10, 1948, and admitted to probate on October 15, 1960, which is recorded among the Will Records of Queen Anne's County in Liber E.C.W. No. 1, folio 139, the said Harry M. Jump devised his one-half interest in said real estate in trust during the life of the complainants and thereafter unto his heirs at law. That

The Bill further recites that the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interest therein as above set forth. 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 several interests.

The Bill further recites that this property is now under a farm tenancy which will expire at the end of the calendar year 1969.

It is thereupon this 7th day of March, 1969, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the complainants by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 10th day of April, 1969, shall give notice to Anna J. Riffe, Russell J. Emory and Louise S. Emory, his wife, S. Carlton Jump, who are non-residents, and the unknown heirs at law of Harry M. Jump, deceased, and any unknown person or persons not in being whose interest in the subject matter of this action may be affected by any decree or order which may be entered in this proceeding, of the object and substance of the Bill, warning them and each of them to appear in this Court, in person or by attorney, on or before the 12th day of May, 1969, and show cause, if any they or any of them have, why a decree should not be passed as prayed.

CHARLES W. CECIL, Clerk

Filed Mar. 7, 1969

True Copy

Test: Charles W. Cecil, Clerk

3-13-4-T

DATE: <sup>filed</sup> May 12, 1969  
TIME: 11:30 A.M.

31/ To: CIRCUIT COURT OF QUEEN ANNES' COUNTY IN EQUITY No. 5027

IN CONFORMANCE WITH PUBLIC NOTICE RE-SALE OF REAL ESTATE OF HARRY A. JUMP, DECEASED, THE FOLLOWING QUESTIONS HAVE BEEN RAISED REGARDING THE SALE OF PROPERTY IN TRUST UNDER WILL OF HARRY A. JUMP, DECEASED, KNOWN AS "CHESTNUT MEADOW".

- 1) IS IT A PRIVATE SALE
- 2) WHO ARE THE APPRAISERS
- 3) IF SOLD PRIVATE - WHAT IS BASIS FOR <sup>THE</sup> PRICE
- 4) HAS SUFFICIENT PUBLIC NOTICE BEEN GIVEN FOR OFFERING OF THIS SALE.
- 5) IS THERE GOING TO BE A PUBLIC SALE OFFERING OR AUCTION
- 6) PRICES OF OTHER PROPERTIES ~~RECENTLY~~ <sup>RECENTLY</sup> SOLD IN THE AREA OF "CHESTNUT MEADOW".

BEFORE COMPLETION OF SALE I WOULD APPRECIATE HAVING ANSWERS TO THE FOREGOING QUESTIONS.

S. Carlton Jump  
2401 PENNA. AVE.  
WILMINGTON, DELAWARE

filed May 12, 1969



I hereby certify that S. Carlton Jump  
has served a copy of this Certificate  
to Mr. J. Thomas Clark.

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY No. 5027

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lillian May Jump and Elmer Burton Jump, Plaintiffs, by J. Thomas Clark, their attorney, move, pursuant to Maryland Rules 310 b for Decree Pro Confesso against Anna J. Riffe, Russell J. Emory, Louise S. Emory, S. Carlton Jump, John Jump, Mildred Jump, Florence Council, Palmer Council, Catherine Glanding, Earl Glanding, Dorothy Hammer, Charles Hammer, Elizabeth Rhodes, Tilghman, Rhodes, Mary A. Jump, William Paul Jump, Jr., Janice K. Jump, Patricia J. Anthony, Milton Anthony, Elizabeth L. Creighton, Carroll Creighton, Charles M. Jump, Margaret J. Seward, James R. Seward, Ruth Wise Jump, Frank C. Jump, Mary J. Jump, Francis W. Jump, Sally E. Jump, Barbara J. Sayles and William Francis Sayles, Jr., Defendants, for failure to comply with the requirements as to time for pleading in that no answers have been filed by these Defendants, the time for filing the several answers has long since expired, and the said pleadings have not been filed.

*J. Thomas Clark*  
\_\_\_\_\_  
J. Thomas Clark

Attorney for Plaintiffs

Filed May 21, 1969

DECREE PRO CONFESSO

Upon the Motion of the Plaintiffs heretofore filed in this cause, it is this 21st day of May, 1969, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the bill of complaint of Lillian May Jump and Elmer Burton Jump is taken pro confesso against Anna J. Riffe, Russell J. Emory, Louise S. Emory, S. Carlton Jump, John Jump, Mildred Jump, Florence Council, Palmer Council, Catherine Glanding, Earl Glanding, Dorothy Hammer, Charles Hammer, Elizabeth Rhodes, Tilghman Rhodes, Mary A. Jump, William Paul Jump, Jr., Janice K. Jump, Patricia J. Anthony, Milton Anthony, Elizabeth L. Creighton, Carroll Creighton, Charles M. Jump, Margaret J. Seward, James R. Seward, Ruth Wise Jump, Frank C. Jump, Mary J. Jump, Francis W. Jump, Sally E. Jump, Barbara J. Sayles and William Francis Sayles, Jr., and the papers are referred to an examiner of this Court to take testimony to support the allegations of the bill.

*B. Hackett Turner Jr.*  
\_\_\_\_\_  
JUDGE

Filed May 21, 1969

34  
LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.

IN THE CIRCUIT COURT FOR

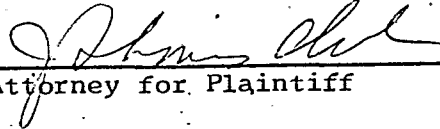
QUEEN ANNE'S COUNTY

IN EQUITY No. 5027

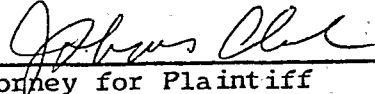
ANSWER TO INTERROGATORIES

The Answer of Lillian May Jump and Elmer Burton Jump, Plaintiffs, by J. Thomas Clark, their attorney, to the interrogatories propounded by S. Carlton Jump, Defendant, says:

1. In Answer to interrogatory No. 1, it is unknown whether the sale will be a private one or a public one, or that there will even be a sale, until the Court acts in this matter, which so far it has not.
2. In Answer to interrogatory No. 2, there will be no appraisers as such to testify in this case, but there will be testimony of witnesses as to the value of the farm when the testimony is taken, but do not know who the witnesses will be at this time since there has been no arrangement for witnesses or the taking of the testimony.
3. In Answer to interrogatory No. 3, there is no assurance that the property will be sold at either private or public sale since it will depend upon the decree of the Court in this case and then if sold at private sale, it would not be less than an amount fixed by the Court.
4. In Answer to interrogatory No. 4, this property has not been offered for sale since that would have to wait until after a decree authorizing the sale by the Court.
5. In Answer to interrogatory No. 5, it is unknown at this time, as stated in the foregoing Answer to interrogatory No. 1.
6. In Answer to interrogatory No. 6, we have no knowledge of what other places have sold for in the area of Chestnut Meadow, and do not know of any recent sales within the past several months.

  
Attorney for Plaintiff

I HEREBY CERTIFY, that on this 23 day of May, 1969, I mailed a copy of the foregoing Answer to Interrogatories by U. S. Mail prepaid to S. Carlton Jump, addressed to him at 2401 Penna. Ave., Wilmington, Delaware, the propounder of the same.

  
Attorney for Plaintiff

Filed May 26, 1969

35 To: Circuit Court of Queen Anne's Co.  
1 IN EQUITY No. - 5027

I RECEIVED ANSWERS TO MY QUESTIONS REGARDING THE ESTATE OF HARRY A. JUMP. I WOULD LIKE TO MAKE QUESTIONS ON EACH OF THE FOLLOWING:

- 1- YOUR ANSWER DOES NOT SPECIFICALLY STATE WHETHER IT WILL BE A PUBLIC OR PRIVATE SALE BUT IT IS MY IMPRESSION THAT COURT DOES NOT ACT UNTIL THE SALE IS CONSUMMATED AND IT IS PRESENTED TO THE COURT FOR ITS APPROVAL.
- 2- I FEEL THAT NAMING OF WITNESSES SHOULD BE APPROVED BY THE INTERESTED PARTIES IN THE PAST THERE HAVE BEEN WIDE DIFFERENCES IN PRICES OF PROPERTIES BY DIFFERENT WITNESSES.
- 3- A PRICE FIXED BY THE COURT MAY BE FAIR, BUT IN ORDER THAT THE BEST POSSIBLE PRICE BE DERIVED FOR THE SALE OF PROPERTY - THE SALE SHOULD BE MADE KNOWN TO THE PUBLIC NOT ONLY IN THE LEGAL NOTICES, BUT ALL NEWS PAPERS IN THIS AREA.
- 4- YOUR REPLY SEEMS TO BE IN PROPER PROCEDURE.
5. NO COMMENT NECESSARY
6. THERE HAS BEEN AT LEAST ONE SALE NEAR "CHESTNUT MEADOW" WHICH HAS BEEN SOLD. PROBABLY A LETTER TO REAL ESTATE AGENTS COULD FURNISH FURTHER ENLIGHTENMENT ON THE MATTER.

John Jun 2, 1969

Samuel C. Jump  
2401 PENNA. AVE  
WILMINGTON, DELAWARE

I hereby certify that I have served copy to  
Mr. J. Thomas Clark. 2 June 1969

Samuel C. Jump

36

LILLIAN MAY JUMP, et al.	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
ANNA J. RIFFE, et al.	*	IN EQUITY No. 5027
	* * *	

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Attorney for Complainant, did, at the office of the said J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland, on Thursday, July 3, 1969, after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings. Those present were William R. Wilson, III, Margaret J. Seward, and Tilghman A. Rhodes.

Edward Turner  
Edward Turner, Examiner

Filed July 9, 1969

The first witness for the Complainants, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: W. R. Wilson, III, age 47, Real Estate Broker, Ingleside, Maryland.

Q: How long have you been engaged in the business of real estate broker?

A: For fifteen years as a real estate salesman and broker.

Q: Where have you conducted your business?

A: In Queen Anne's County, Maryland, and have been associated in Queen Anne's County in both grain business and now presently as County Treasurer of Queen Anne's County.

Q: Are you familiar with land values in Queen Anne's County, more particularly in the Fifth Election District?

A: Yes.

Q: Are you familiar with the farm known as Chestnut Meadow?

A: Yes, it is owned by Lillian and Elmer B. Jump and the estate of Harry M. Jump, deceased.

Q: Where is it, the farm, located?

A: Off Bloomingdale Road, in back of the farm formerly owned by Algernon Carter and now owned by Hazel Dudley.

Q: How large a farm is this?

A: It is 191 acres, consisting of approximately 165 acres tillable land with 25 acres of woodland.

Q: Are there any improvements located on the premises?

A: There is a dwelling house and other outbuildings for farming, consisting of milk house, sheds and cow stable, all of which are of frame construction except the milk house, which is block. All of these outbuildings are in poor condition except the dwelling.

Q: What is the present assessment of this farm on the assessment records of Queen Anne's County?

A: The Queen Anne's County Assessment Records assess the land value at \$19,659.00 and the improvements are assessed at \$5,270.00, or a total assessment of \$24,929.00.

Q: What in your opinion is the fair market value of this farm today?

A: Approximately \$85,950.00, is the fair market value.

Q: Upon what do you base your evaluation?

A: This is based upon the figure of \$450.00 per acre overall, for a total of 191 acres, or \$85,950.00 total, which includes the improvements located thereon. Also, it is in comparison with the adjoining farm consisting of 278 acres that was sold within the last year at \$100,000.00, which would be approximately \$360.00 per acre. Now this adjoining farm is assessed on the Queen Anne's County Assessment Records as of this date as \$27,481.00 for the land, which is 240.8 acres tillable and 37.6 woodland, and the improvements are assessed for \$8,745.00 for a total assessment of \$36,226.00.

Q: Mr. Wilson, this land is owned jointly as to an undivided one-fourth interest by Elmer Burton Jump and as to an undivided one-fourth interest by Lillian May Jump and an undivided one-half interest in this farm is owned by the heirs at law of the late Harry M. Jump, who total in number twenty-one, please state whether or not in your opinion this real estate is susceptible to partition without material loss or injury to the parties entitled to an interest as herein stated?

A: No, it is not.

Q: Why not?

A: Because to break this farm down into separate parcels would be impracticable and it would also hurt the land value itself since its best value would be suitable to a farm in its entirety.

Q: Would you state whether or not the only way to make a division of this real estate is to sell the same and to divide the proceeds?

A: Yes, it is.

---

The second witness for the Complainants, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: State your name, age, occupation; and residence?

A: Margaret Jump Seward, 62, Centreville, Maryland, housewife and bookkeeper.

Q: Is there any prior litigation between you and the other party to this suit?

A: No.

Questions by Mr. Clark:

Q: Who are Lillian M. Jump and Elmer Burton Jump?

A: They're cousins of mine.

Q: And who is their father?

A: Harry M. Jump.

Q: Now, would you please state when did Harry M. Jump die?

A: He died during the fall of 1960.

Q: At the time of the death of Harry M. Jump, will you state whether or not his wife was living?

A: No.

Q: When did she die?

A: About 1935.

Q: Now state the heirs at law of Harry M. Jump.

A: His sister, Anna J. Riffe, who is at present a widow and who resides at 1109 Gilpin Avenue, Wilmington, Delaware.

Q: Did Harry M. Jump leave any other heirs at law surviving?

A: Nieces and nephews, my father, F. Guerney Jump, who died about 1942.

Q: Was he a widower at that time?

A: No, they both were living.

Q: And he left surviving him his widow?

A: Cora T. who died 1945 and myself, Margaret J. Seward. I'm married to James R. Seward and we reside in Centreville, Maryland; and my brother, Charles M. Jump, who is unmarried and resides with me and my husband; and my brother, Frank C. Jump, who died July 1, 1967, and left surviving him his wife, Ruth Wise Jump, who lives at Easton, Maryland, and the following children: Francis Jump who is married to Sally E. Jump and who reside in Easton, Maryland; and Barbara J. Sayles, who is married to William F. Sayles, Jr., Rockville, Maryland; and Frank C. Jump, who is married to Mary J. Jump and they also live at Easton; next is Sadie Emory, she was a sister of Harry M. Jump and she died sometime during the first part of 1960 and was a widow at the time of her death and she left surviving her Howard Emory, Jr. and Helen Todd Emory and their post office address is Queenstown; and Russell J. Emory, who is married to Louise Emory and they reside at Milford, Delaware. Harry M. Jump also left another brother named Barcus Jump who had predeceased Harry M. Jump and left

surviving him Florence Jump who died during the year 1963, and the following children: Elizabeth Rhodes, who is married to Tilghman A. Rhodes and who reside near Centreville, Maryland; Dorothy Hammer, who is married to Charles Hammer and reside at Greensboro, Maryland; Catherine Glanding, who is married to Earl Glanding and their post office address is Millington, Queen Anne's County, Maryland; Florence Council who is married to Palmer Council and live in Price, Maryland; Carlton Jump who died before Harry M. Jump, intestate, while he was divorced and unmarried and he left surviving him Carlton Jump, Jr., who resided in Wilmington, Delaware, and is unmarried; John Jump who is married to Mildred Jump and live in Queen Anne, Talbot County, Maryland; and also William Paul Jump, who died intestate April 8, 1968, and left surviving him Mary A. Jump, his widow, whose post office address is Centreville, Maryland; William P. Jump, Jr., who is married to Janice K. Jump and live at Centreville; Patricia J. Anthony who is married to Milton Anthony and their address is Queens-town, Maryland; Elizabeth L. Creighton who is married to Carroll Creighton and who live in Centreville; and Bruce E. Jump, a minor and unmarried, who resided with his mother in Centreville.

Q: At the time of the death of Harry M. Jump, how many children did he leave surviving him?

A: Three, Lillian May Jump, Burton, and Carter.

Q: At the time of Harry M. Jump's death, will you state whether or not he was a part owner of a farm called Chestnut Meadow containing 190 acres, more or less?

A: Yes, this land belonged to his wife prior to her marriage, having been devised to her by the will of her father, William T. Carter, under the name of Elma May Carter.

Q: I show you a certified copy of the Will of William T. Carter probated on October 17, 1899, and recorded among the Will Records in Liber F.R. No. 2, folio 149, and which is marked as Exhibit "A" to the Bill of Complaint and ask you to identify it?

Q: This is a certified copy of the Will of Elma May Carter's father by which she inherited this property.

Mr. Examiner, I would like to offer into evidence this certified copy of the Will of William T. Carter, and ask that the same be marked Complainant's Exhibit No. 1.

Q: At the time of her death, or when did Elma May Jump die?

A: May 4, 1936. She died without a will and her property descended to her heirs at law: Harry M. Jump as to a one-third interest in the same and the remaining 2/3 descended to her children, none of whom were married. They were Harry A. Jump, who is known as Toby; William Carter Jump, Lillian May Jump, and Elmer Burton Jump and, thereafter, upon the death of Harry A. Jump, who died unmarried and intestate prior to



the death of his father, his 1/6 interest in the same descended to his father, who was his surviving parent, which made the said Harry M. Jump have an undivided one-half interest in the same.

Q: Then I show you this paper writing which purports to be a certified copy of the Will of Harry M. Jump, probated October 15, 1960, among the Will Records of Queen Anne's County in Liber E.C.W. No. 1, folio 139, and marked as Exhibit "B" to the Bill of Complaint, and ask you to identify it.

A: It's Uncle Harry's will.

Mr. Examiner, please mark this certified copy of the Will of Harry M. Jump as Complainant's Exhibit No. 2.

Q: After the Will of Harry M. Jump was probated, will you state whether William C. Jump died intestate and unmarried?

A: Yes.

Q: Who did he leave as his sole surviving heirs at law?

A: Lillian May Jump, Elmer Burton Jump, brother and sister, who inherited his 1/6 interest in said real estate so that each now owned a 1/4 interest in the same.

Q: Under the trust created by the Will of Harry M. Jump, who is the trustee?

A: Edwin Dulin.

Q: What is his address?

A: Centreville, Maryland.

Q: And as such has he been administering the interests of Harry M. Jump in this trust of real estate?

A: Yes.

Q: Are you familiar with this real estate known as Chestnut Meadow in the Fifth Election District of Queen Anne's County?

A: Yes.

Q: Will you state whether or not this real estate is susceptible of partition without material loss or injury to the parties entitled to an interest therein as you have so testified; and by that I mean, one-half of this real estate to be administered under the trust of Harry M. Jump and one-fourth of the same partition to Lillian May Jump and one-fourth to Elmer Burton Jump?

A: No, because of the fact this is a farm and to cut it up would destroy its value, and because of its location is not adjacent to a public highway. It would have little value if it were partitioned off, and in my opinion, the only way to make a

division of said interest would be to sell the real estate and divide the proceeds.

Q: What do you consider to be a fair market value of this property at this time?

A: \$87,500.

Q: State whether or not this property is under a farm tenancy which will expire at the end of 1969?

A: Yes, it is.

---

The third witness for the Complainants, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Tilghman A. Rhodes, Centreville, Maryland, I'm retired, and I'm 78.

Q: Is there any prior litigation between you and the other party to this suit?

A: No.

Questions by Mr. Clark:

Q: Who are Lillian May Jump and Elmer Burton Jump?

A: They're cousins by marriage.

Q: Who is their father?

A: Harry M. Jump.

Q: Do you know when Harry M. Jump died?

A: Yes, he died sometime during the fall of 1960.

Q: At the time Harry M. Jump died, was his wife living?

A: No.

Q: And when did she die?

A: In 1935.

Q: Will you please state the heirs at law of Harry M. Jump?

A: He had a sister, Anna J. Riffe, who is a widow and lives at 1109 Gilpin Avenue, Wilmington, Delaware.

Q: Did Harry M. Jump leave any other heirs at law surviving?

A: There were some nieces and nephews and F. Fuerney Jump, who died about 1942.

Q: Was he a widower at the time of his death?

A: No, he and his wife were both living.

Q: And he left surviving him then his widow?

A: Yes, Cora T. who died 1945, and their children. There was Margaret J. Seward who is married to James R. Seward and who live in Centreville, Maryland; a son, Charles M. Jump, who is unmarried and lives with Margaret J. Seward; another son, Frank C. Jump, who died July 1, 1967, and left surviving him his wife, Ruth Wise Jump who lives at Easton, Maryland, and the following children: Francis Jump who is married to Sally E. Jump and who resides in Easton, Maryland; Barbara J. Sayles who is married to William F. Sayles, Jr., Rockville, Maryland; and a son, Frank C. Jump, who is married to Mary J. Jump and they also live at Easton. There is a sister of Harry M. Jump, Sadie Emory, and she died sometime during the first part of 1960 and was also a widow at the time of her death. She left surviving her Howard Emory, Jr. and Helen Todd Emory and their post office address is Queenstown; and another son, Russell J. Emory, who is married to Louise Emory and they reside at Milford, Delaware. Harry M. Jump also left another brother named Barcus Jump who had predeceased him and left surviving him Florence Jump who died during the year 1963, and the following children: Elizabeth Rhodes, my wife, and we reside near Centreville, Maryland; Dorothy Hammer, who is married to Charles Hammer and reside at Greensboro, Maryland; Catherine Glanding, who is married to Earl Glanding and their post office address is Millington, Queen Anne's County, Maryland; Florence Council who is married to Palmer Council and live in Price, Maryland; Carlton Jump who died before Harry M. Jump, intestate, while he was divorced and unmarried and he left surviving him Carlton Jump, Jr., who resides in Wilmington, Delaware, and is unmarried; John Jump who is married to Mildred Jump and live in Queen Anne, Talbot County, Maryland; and also William Paul Jump, who died intestate April 8, 1968, and left surviving him Mary A. Jump, his widow, whose post office address is Centreville, Maryland; William P. Jump, Jr., who is married to Janice K. Jump and live at Centreville; Patricia J. Anthony who is married to Milton Anthony and their address is Queenstown, Maryland; Elizabeth L. Creighton who is married to Carroll Creighton and who live in Centreville; and Bruce E. Jump, a minor and unmarried, who resides with his mother in Centreville.

Q: When Harry M. Jump died, how many children did he leave surviving him?

A: Three, Lillian May Jump, Burton Elmer Jump, and Carter Jump.

Q: At the time of Harry M. Jump's death, will you state whether or not he was a part owner of a farm called Chestnut Meadow containing 190 acres, more or less?

A: Yes, this property had belonged to his wife prior to her marriage. It was devised to her by the will of her father, William T. Carter, under the name of Elma May Carter.

Q: I show you a certified copy of the Will of William T. Carter probated on October 17, 1899, and recorded among the Will Records in Liber F.R. No. 2, folio 149, and which is marked as Exhibit "A" to the Bill of Complaint and now marked as Complainant's Exhibit No. 1 and ask you to identify it?

A: I would say that this is a certified copy of the Will of Elma May Carter's father by which she inherited this land.

Q: Do you know when Elma May Jump died?

A: She died May 4, 1936, and without a will. Her property descended to her heirs at law: Harry M. Jump as to a one-third interest in the same and the remaining 2/3 descended to her children, none of whom were married. They were Harry A. Jump, who is known as Toby; William Carter Jump, Lillian May Jump, and Elmer Burton Jump. and, thereafter, upon the death of Harry A. Jump, who died unmarried and intestate prior to the death of his father, his 1/6 interest in the same descended to his father, who was his surviving parent, which made the said Harry M. Jump have an undivided one-half interest in the same.

Q: Now I show you this paper writing which purports to be a certified copy of the Will of Harry M. Jump, probated October 15, 1960, among the Will Records of Queen Anne's County in Liber E.C.W. No. 1 folio 139, and marked as Exhibit "B" to the Bill of Complaint and ask you to identify it.

A: I would say it is the will of Harry M. Jump.

Q: After the Will of Harry M. Jump was probated, will you state whether William C. Jump died intestate and unmarried?

A: Yes, he did.

Q: Who were his surviving heirs at law?

A: Lillian May Jump and Elmer Burton Jump, brother and sister. Each inherited his 1/6 interest in the said real estate so that each now owned a 1/4 interest in the same.

Q: Under the trust created by the Will of Harry M. Jump, who was named trustee?

A: Edwin Dulin.

Q: And what is his address?

A: Centreville, Maryland.

Q: And as such, has he been administering the interest of Harry M. Jump in this trust?

A: Yes, to my knowledge he has.

- Q: Are you familiar with the farm known or called Chestnut Meadow located in the Fifth Election District, and if so, would you please describe its location?
- A: It is on the Bloomingdale Road and it lays back of the Price property which Hazel Dudley owns; and in order to get to the property, you have to go through the Dudley property, which is about one quarter of a mile.
- Q: How large is this property?
- A: I would say about 190 acres.
- Q: How much is tillable?
- A: 150 acres is tillable and the balance is woodland, which has been cut off just before Mr. Jump died.
- Q: What kind of land is this, is it a good farm?
- A: The land is a very good piece of land.
- Q: Now describe the buildings located on the premises.
- A: The buildings, I would say, were old, and I would say the buildings are not in too good a shape. They're all frame except the milk house, and they need work done to them. Now the house, I would say, is in fair shape or in good repair.
- Q: Is this property susceptible to partition by the trust estate and Lillian May Jump and Elmer Burton Jump?
- A: No, not without loss to the property.
- Q: Why do you say it is not susceptible to partition without material loss to the property?
- A: It would be impossible as well as impractical to divide and it would be no value except as a farm because of its location.
- Q: What is the best way to make a property division in this real estate?
- A: I would say that it should be sold and divide the proceeds by either private or public sale.
- Q: State whether or not this property is presently under a farm tenancy for the year 1969?
- A: Yes.
- Q: With whom?
- A: Carlton Sheubrooks.

Q: Are you familiar with values of farm land in this locality?

A: Yes, I have been a resident of this county all my life and I am familiar with the price of farm land.

Q: What in your opinion is a fair market value of this property?

A: \$85,000.

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

Tilghman A. Rhodes . . . . .	\$ 5.00
William R. Wilson, III . . . . .	\$100.00
Edward Turner, Examiner . . . . .	\$ 10.00
Jane L. Young, Stenographer, for taking and transcribing the testimony . . . . .	\$ 35.00

And I do further certify that said testimony was commenced at 1:30 p.m. and was completed at 4:30 p.m., or a period of three hours.

Edward Turner  
Edward Turner, Examiner

*Filed July 9, 1969*

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LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al..

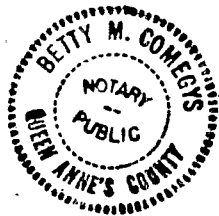
Chy. No. 5027

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 21st day of July, 1969, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared J. Thomas Clark, Agent and Attorney for Plaintiff, and made oath in due form of law pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts, that Anna J. Riffe, Russell J. Emory, Louise S. Emory, S. Carlton Jump, John Jump, Mildred Jump, Florence Council, Palmer Council, Catherine Glanding, Earl Glanding, Dorothy Hammer, Charles Hammer, Elizabeth Rhodes, Tilghman Rhodes, Mary A. Jump, William Paul Jump, Jr., Janice K. Jump, Patricia J. Anthony, Milton Anthony, Elizabeth L. Creighton, Carroll Creighton, Charles M. Jump, Margaret J. Seward, James R. Seward, Ruth Wise Jump, Frank C. Jump, Mary J. Jump, Francis W. Jump, Sally E. Jump, Barbara J. Sayles and William Francis Sayles, Jr., Defendants, are not in the military service of the United States and have not been in such service within three months prior to March 7, 1969.

WITNESS my hand and Notarial Seal.



*Betty M. Conroy*  
Notary Public

*Filed July 22, 1969*

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LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

Chy. No. 5027

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered.

IT IS THEREUPON, on this 22<sup>nd</sup> day of July, 1969, 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 J. Thomas Clark be and he is hereby appointed Trustee to make public or private 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 Ninety thousand Dollars (\$ 90,000.00 ) and with such surety as shall be approved pursuant to Maryland Rule H 2 conditioned on faithful performance and execution of the Trust reposed in him; that before he shall make a public sale, he shall give notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall described the property to be sold to such extent as to make it readily recognizable; and if sold at private sale, Maryland Rule BR 3c shall be complied with, and for not less than said Trustee's bond.

That the terms of sale shall be determined by the Trustee.

That said Trustee shall comply with Maryland Rules BR 6 a and BR 6 b 2 & 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

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.

B. Harbett Turner Jr.  
JUDGE

Dated July 22, 1969



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RECEIVED FOR RECORD July 28, 1969

KNOW ALL MEN BY THESE PRESENTS, that we, J. Thomas Clark, as Principal, and the Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Ninety Thousand Dollars (\$90,000.00), current money, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 25th day of July, in the year of our Lord one thousand nine hundred and sixty-nine.

WHEREAS, the above bounded J. Thomas Clark, by virtue of a decree of the Circuit Court of Queen Anne's County, has been appointed trustee to sell the property mentioned in the proceedings in the case of Lillian May Jump, et al. vs. Anna J. Riffe, et al., being Chancery No. 5027, now pending in said Court.

Now the condition of the above obligation is such, that if the above bounded J. Thomas Clark 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 shall be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

TEST:  
As to Principal  
Lillian M. Conway

J. Thomas Clark (SEAL)  
J. Thomas Clark, Principal



WESTERN SURETY COMPANY

By Herbert A. Willis  
Herbert A. Willis  
Maryland Resident Agent

Lillian M. Conway

Security approved and Bond filed July 28, 1969  
Charles W. Cecil, Clerk

Certified copy of Power of Attorney attached

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

1 I HEREBY CERTIFY, the the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 329, 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 28th day of July in the year nineteen hundred and sixty-nine.

*Charles W. Cecil*  
Clerk

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

40  
ANNA J. RIFFE, et al.

IN EQUITY No. 5027

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Lillian May Jump and Elmer Burton Jump, Plaintiffs, and J. Thomas Clark, Trustee, respectfully represents:

1. That heretofore the said Lillian May Jump and Elmer Burton Jump filed a Bill of Complaint in this cause praying for the sale of real estate described therein against the heirs at law of Harry M. Jump, since the same was not susceptible of partition.

2. That thereafter after notice had been given to all parties and a decree pro confesso had been obtained against those who did not answer, testimony was taken in said cause, but in which testimony there was no evidence given to show that it would be advantageous to the parties concerned for the sale of said real estate, as provided for in Section 167, Art. 16, Annotated Code of Maryland, 1957 Edition, so as to bind those persons not in being; and thereafter on July 22, 1969, the said J. Thomas Clark was appointed Trustee to sell said property and thereafter he did file his bond to qualify as such Trustee.

3. That thereafter your said Trustee did take additional testimony, which is filed herewith as a part of this Petition, so as to show that said sale would be advantageous to the parties in being so as to bind any after born heirs at law.

WHEREFORE, your Petitioner prays that:

(1) That the decree of July 22, 1969, be rescinded and a new one issued by the Court.

(2) That the enclosed testimony be ordered to be received nunc pro tunc and filed among the papers in this cause.

Respectfully submitted,

*J. Thomas Clark*  
J. Thomas Clark, Attorney for  
Plaintiffs and Trustee

*Filed Aug 4, 1969*

## ORDER OF COURT

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*By this fifth day Aug. '69* nunc pro tunc  
 Upon the foregoing Petition, it is ORDERED by the Circuit  
 Court for Queen Anne's County, in Equity, that the additional  
 testimony which accompanied this Petition is hereby received  
 and ORDERED to be filed among the papers in this cause.

*B. Hackett Turner Jr.*  
 JUDGE

*Filed Aug 4, 1969*

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY No. 5027

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, did, on the 29th day of July, 1969, at the law office of J. Thomas Clark, 118 North Commerce Street, Centreville, Maryland, at 2:30 o'clock p.m., after swearing the witnesses and the stenographer, proceed to take additional testimony; I further certify that I was present during the taking of said testimony, that there were no unusual or irregular circumstances in the taking of said testimony and that I did not deem it necessary for me to examine any of the witnesses except as shown in the testimony.

*Vachel A. Downes Jr.*  
 Vachel A. Downes, Jr.  
 Examiner

*Filed Aug. 4, 1969. nunc pro tunc*

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Mr. William R. Wilson, III, who having previously been sworn in this case, did depose and say:

Questions by Mr. Clark:

Q: Mr. Wilson, would you state whether or not in your opinion it would be advantageous to all parties concerned, including even those who are not in being at this time to sell said real estate?

A: Yes.

Q: Why?

A: Land values have not depreciated in the last five years and you could not possibly get 5% off of your money by farming, which you could obtain in certified deposits in banks today. The buildings on this farm are deteriorating, which will decrease the value of this investment and there is the additional problem since this farm, as to its location, with no frontage on a public highway and you must through necessity cross lands of others to gain access, that it will be hard to rent and it is getting so that it is harder to get good tenants to make the farm productive. In addition taxes are increasing and the real estate in this county is being assessed for a greater proportion of its market value. Farm land is assessed for approximately \$160.00 per acre and the most you could get to rent it would be \$20.00 per acre. Also to sell this farm and reinvest the proceeds would not only be beneficial but it would keep this investment intact, whereas this real estate could depreciate in value.

The next witness on behalf of the complainants, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Edwin Dulin, 48, Centreville, Maryland, farmer.

Q: Is there any other pending or prior litigation between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Mr. Dulin, are you a defendant in this suit?

A: Yes.

Q: What is your relationship to this matter?

A: I am the Trustee of Lillian May Jump and her brother, Burton, of the Harry M. Jump Trust, which includes the farm which is about to be sold in these proceedings.

Page 2

Q: Are you familiar with this farm?

A: Yes indeed, I lived there for twelve years and I am overseeing the farm at the present time as Landlord.

Q: How many acres in this farm?

A: 150 tillable acres and approximately 35 to 40 acres woodland.

Q: Are there any improvements located on this farm, if so what do they consist of?

A: Cow stable, two sheds, milk house, double corn crib, granary and dwelling.

Q: What is the construction of the buildings?

A: All are frame except the milk house.

Q: What is the condition of the buildings?

A: Only two buildings are worth much and that is the two sheds, the other buildings are in very poor repair, in fact, all the buildings are deteriorating and it will not be too long before they will be in such state that they will not be able to be repaired. As a result, this will decrease the value of this farm. There won't be any place to carry livestock. It would be impracticable to repair these buildings or to replace them, it would be so expensive it wouldn't be worth it at today's costs.

Q: Would you state whether or not in your opinion it would be advantageous to all parties to this cause, as well as any unborn issue, to sell this real estate and reinvest the proceeds in some other manner so as to produce income?

A: Yes. This farm is located in back of another farm and farm land is at its peak now here in this county as to price and if it is not sold very soon, it will be impracticable if not impossible to get a decent tenant and this Trust Estate is in no position to repair or replace these buildings and to borrow these funds, it would do away with the income for the life beneficiaries. Also, if the property was sold and the money reinvested either in the bank in a savings account or in good first mortgages, it would be more advantageous to all since the principal of this Trust would be less apt to decrease in value and it would also earn a much larger income. Also under the present landlord-tenant relationship, with the price of fertilizer and seeds and the way the taxes have been increasing, it would be almost impossible to continue to carry on this asset as a good one for this Trust.

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

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

Betty M. Comegys, Stenographer-----\$10.00

And I further certify, that said testimony was commenced at 2:30 o'clock p.m. and ended at 3:00 o'clock p.m., or a period of thirty minutes.

Vachel A. Downes, Jr.  
Examiner

*July Aug 4, 1969*

LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 5027

AMENDED DECREE

WHEREAS, this cause stands ready and being submitted for a final decree, the proceedings having been real and considered, including the additional testimony taken.

It is thereupon, on this 4th day of August, 1969, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

(1) That the Decree of this Court of July 22, 1969, is hereby rescinded.

(2) That it is expressly found by this Court that it is advantageous to all parties to this proceeding that the real estate mentioned and described herein be sold not only for the purpose of partition, but also to bind any and all heirs not in issue in accordance with Section 167, Art. 16 of the Annotated Code of Maryland, 1957 Edition, with amendments; and

(3) That J. Thomas Clark be and he is hereby appointed Trustee to make public or private 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 790,000.00 Dollars (\$90,000.00) and with such surety as shall be approved pursuant to Maryland Rule H 2 conditioned on faithful performance and execution of the Trust reposed in him; and that the corporate bond heretofore filed in this Court and approved by the Clerk shall be refiled; that before he shall make a public sale, he shall give notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent

as to make it readily recognizable; and if sold at private sale, Maryland Rule BR 3c shall be complied with, and for not less than said Trustee's bond.

That the terms of sale shall be determined by the Trustee.

That said Trustee shall comply with Maryland Rules BR 6 a and BR 6 b 2 & 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 claims of the parties to this cause; 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.

*B. Hackett Turner Jr.*  
JUDGE

*Filed Aug 4, 1969*

RECEIVED FOR RECORD Aug 21, 1969

KNOW ALL MEN BY THESE PRESENTS, that we, J. Thomas Clark, as Principal, and the Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Ninety Thousand Dollars (\$90,000.00), current money, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of August, in the year of our Lord one thousand nine hundred and sixty-nine.

WHEREAS, the above bounded J. Thomas Clark, by virtue of a decree of the Circuit Court for Queen Anne's County, has been appointed trustee to sell the property mentioned in the proceedings in the case of Lillian May Jump, et al. vs. Anna J. Riffe, et al., being Chancery No. 5027, now pending in said Court, and which decree bearing the date of July 22, 1969, was rescinded by an amended decree bearing the date of August 4, 1969, in said cause and in said amended decree the said J. Thomas Clark was then again appointed Trustee, and although a prior bond by the same principal and surety was filed in this cause bearing date of July 25, 1969, this new bond is issued and filed to supercede the original bond in accordance with the rules of said Court.

Now the condition of the above obligation is such, that if the above bounded J. Thomas Clark does and shall, well and faithfully, perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

TEST:  
As to Principal

Lillian M. Carver

J. Thomas Clark (SEAL)  
J. Thomas Clark, Principal

WESTERN SURETY COMPANY

Herbert A. Willis

By Herbert A. Willis  
Herbert A. Willis  
Maryland Resident Agent



*Surety approved and Bond filed August 21, 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 332, a Book 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-nine.

Charles W. Ceel  
Clerk

45  
LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 5027

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Thomas Clark, Trustee appointed by Decree of this Court of August 4, 1969, to make said sale 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 J. Thomas Clark, Trustee, did, pursuant to said notice, on Monday, the 25th day of August, 1969, at 1:30 o'clock, p.m., in front of the Court House Door, did first read the advertisement of sale as published in the certificate of publication attached hereto and marked Exhibit No. 1, and then did call attention to two plats of the land being sold at the proceeding, one being for a lot of land 178.073 acres and the other being for a tract of woodland 27.921 acres, and which are filed herewith and marked Exhibits No. 2 and 3 respectively, and then did read the metes and bounds description for the two said tracts, including the right of way to the tract shown in Exhibit No. 2, and stated that there was a woods road right of way not of record to the tract shown in Exhibit No. 3, and further stated that possession of the dwelling house would be given on or after October 1, 1969, and possession of the farm land was subject to tenancy of farm tenant for year 1969, did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale and in Exhibits No. 2 and 3 attached hereto; said property so offered being thereby sold unto M. Parker Shirling, Agent for Wiley Miner and Helen Miner, his wife, as to a 40% interest; Roger Morrison, as to a 10% interest; Richard Morrison, as to a 10% interest; Susan Richmond, as to a 20% interest; and M. Parker Shirling and Ruth G. Shirling, his wife, as to a 20% interest, AT AND FOR THE SUM OF NINETY THOUSAND DOLLARS (\$90,000.00), which price was the highest amount bid for said property. The purchaser has paid the sum of \$13,500.00 unto the undersigned as required by the advertisement of sale and has secured the balance, being the sum of \$76,500.00 to the undersigned bearing interest at the rate of 6% per annum.

This Report of Sale states that the amount of sale is \$90,000.00.

Respectfully submitted,

*J. Thomas Clark*  
J. Thomas Clark, Trustee

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

I HEREBY CERTIFY, that on this 29th day of August, 1969, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. Thomas Clark, Trustee, 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.



*Filed Aug 29 1969*

*Betty M. Conroy*  
Notary Public

**TRUSTEE'S SALE  
of  
VALUABLE FARM**

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed August 4, 1969, in Chancery Cause No. 5027, the undersigned Trustee will sell at Public Auction, in front of the Courthouse Door, Centreville, Maryland, on

**MONDAY, AUGUST 25, 1969**

at 1:30 o'clock P.M.

the following described real estate, to wit:

ALL that farm or tract of land, formerly composed of two parcels, situate in the Fifth Election District of Queen Anne's County, Maryland, which lies south of, but not immediately adjacent to, Bloomingdale Road, called or known as Chestnut Meadow and formerly known as the Harry M. Jump or Richard Carter farm, adjoining the lands of Hazel Dudley, Jr., formerly the Algernon Carter farm, on the north; the lands of Charles A. Shreeve, Jr. on the east; and the lands of Ralph Whaley and Herbert Carter on the west; and containing 185 acres of land, more or less. BEING all and the same land which is now vested in Lillian May Jump and Elmer Burton Jump, as to an undivided one-half interest, and the other undivided one-half interest is vested in the heirs of the late Harry M. Jump. TOGETHER with the appurtenances and improvements thereon.

Approximately 150 acres of said land is in a state of cultivation. Buildings consist of frame dwelling, in good condition, garage, meat house, chicken house, cow barn and loft, granary, implement shed, drive-in corn crib, all frame, and a milk house.

Land is sold subject to the farm tenancy of Carlton Sheubrooks as to land for year 1969.

TERMS OF SALE: Fifteen per cent (15%) of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Trustee.

All taxes and insurance premiums, municipal charges, utility charges and rentals to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation tax stamps, shall be paid by the purchaser.

And such other terms as may be announced at said sale.

J. THOMAS CLARK  
Trustee

31-8-21

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., August 28, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's sale of valuable farm

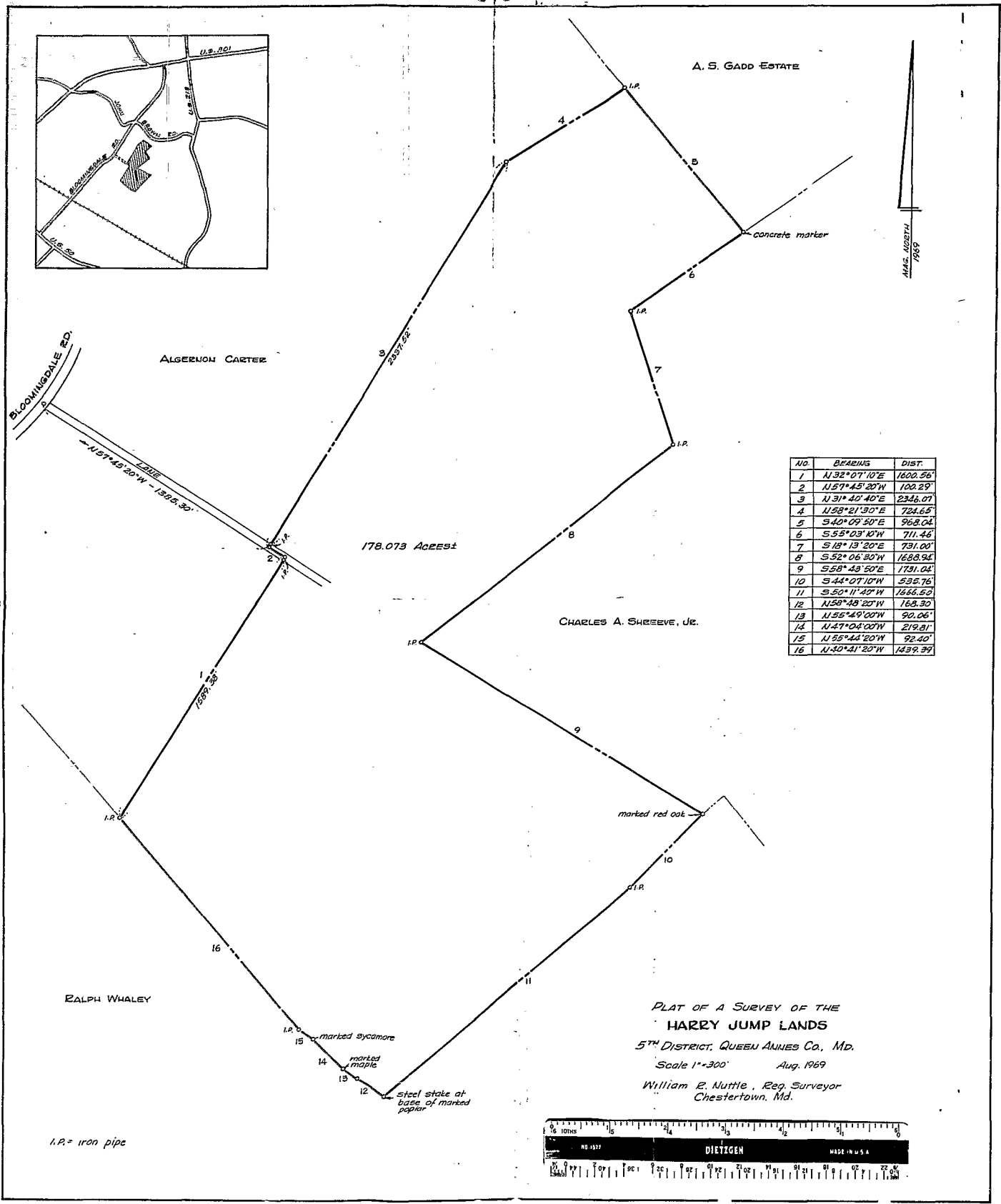
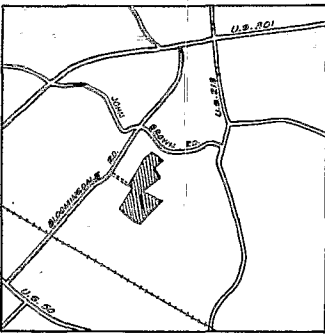
in the case/estate of Chancery Cause No. 5027

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 25th day of August, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of August 1969, and the last insertion on the 21st day of August, 1969.

THE RECORD-OBSERVER CORPORATION

By *Arthur M. Thomas*

EXHIBIT #1 *Filed Aug 29 1969*



MAG. NORTH  
1969

NO.	BEARINGS	DIST.
1	N 32° 07' 10" E	1600.56'
2	N 57° 45' 20" W	100.29'
3	N 31° 40' 40" E	2346.07'
4	N 58° 21' 30" E	724.65'
5	S 40° 09' 50" E	968.04'
6	S 55° 03' 10" W	711.46'
7	S 18° 13' 20" E	731.00'
8	S 52° 06' 20" W	1688.94'
9	S 58° 43' 50" E	1791.04'
10	S 44° 07' 10" W	535.76'
11	S 50° 11' 40" W	1666.52'
12	N 58° 43' 20" W	168.30'
13	N 55° 49' 00" W	90.06'
14	N 47° 04' 00" W	219.81'
15	N 55° 44' 20" W	92.40'
16	N 30° 41' 20" W	1439.39'

PLAT OF A SURVEY OF THE  
HARRY JUMP LANDS  
5<sup>TH</sup> DISTRICT, QUEEN ANNES CO., MD.  
Scale 1"=300' Aug. 1969  
William E. Nuttle, Reg. Surveyor  
Chestertown, Md.



I.P. = iron pipe

EXHIBIT #2

CARLTON & MILTON SHEUBROOKS

OWNERSHIP UNKNOWN

CARLTON SHEUBROOKS

C.M.

MAG. JUDITH  
1969

27.921 Acres

new hog lot fence

CARLTON & MILTON SHEUBROOKS

I.P. = iron pipe  
C.M. = concrete monument

JOHN BEDON ROAD

GADD ESTATE

JOHN CANNON

LOT 14

SUBDIVISION

PLAT OF A SURVEY OF THE  
HARRY JUMP WOODLAND  
5<sup>TH</sup> DISTRICT, QUEEN ANNES CO., MD.

Scale 1" = 200' Aug. 1969  
William E. Nuttle, Reg. Surveyor  
Chestertown, Md.

Note: No record was found of this tract. The lines shown are based upon a survey of the Cannon lands, a line fence along the northwest side, blazed trees and a woods road along the northeast side, and a partially marked line pointed out by Edwin Dulin along the southwest side. It is part of a tract called "Prouse's Park" or "Chestnut Meadows"



LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY, No. 5027

49

AFFIDAVIT

The undersigned, acting as agent for Wiley Miner and Helen Miner, his wife, as to a 40% interest; Roger Morrison, as to a 10% interest; Richard Morrison, as to a 10% interest; Susan Richmond, as to a 20% interest; and M. Parker Shirling and Ruth G. Shirling, his wife, as to a 20% interest, purchased the property of, or formerly of the Harry M. Jump heirs, sold at public auction on the 25th day of August, 1969, does hereby make oath in due form of law that the property was purchased by the undersigned as agent for the parties hereinbefore disclosed, and that the undersigned did not directly or indirectly discourage anyone from bidding for the said property.

[Signature]  
PURCHASER-Affiant

DATE: August 28, 1969

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 28th day of August, 1969.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

\*\*\*\*\*

AFFIDAVIT

I HEREBY CERTIFY, that on this 29 day of August, 1969, that the undersigned, auctioneer of the property sold in the aforementioned cause, did appear before me and in due form of law made oath that the sale was fairly made.

[Signature]  
Lloyd Andrew, Auctioneer  
Affiant

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 29th day of August, 1969.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

Filed Aug 29, 1969

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ORDER NISI ON SALE

Lillian May Jump, et al

vs.

Anna J. Riffe, et al

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

Cause No. 5027

ORDERED, this 29th. day of August, 1969, that  
the sale of the real property, made and reported in this cause by  
J. Thomas Clark, Trustee, be ratified and confirmed,  
on or after the 29th. day of September, 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 suc-  
cessive weeks before the 22nd. day of September, 1969.

The report states the amount of sales to be \$ 90,000.00.

*Charles W. Beal* Clerk

Filed August 29, 1969

51  
 LILLIAN MAY JUMP, et al. \* In the Circuit Court for  
 vs. \* Queen Anne's County  
 \* in Equity.  
 \*  
 ANNA J. RIFFE, et al. \* No. 5027

EXCEPTIONS TO RATIFICATION  
 OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Wiley Miner and Helen Miner, his wife, Roger Morrison, Richard Morrison, Susan Richmond and M. Parker Shirling and Ruth G. Shirling, his wife, by Howard Wood, their Attorney, reported purchasers of real estate in this cause, except to the ratification of the reported sale of real estate, for that:

1. The title of the separate tract of woodland containing 27.921 acres, more or less, is defective in that there is no recorded conveyance thereof to the parties to this suit or their predecessors in title.

2. This Honorable Court has made no finding of fact that all parties interested in title were parties to this suit on August 4, 1969, the date of the decree of sale.

3. The returns of the Sheriff of Queen Anne's County do not show that a copy of the bill of complaint was left with each spouse at the time he summoned the following defendants:

Florence Council and Palmer Council,  
 her husband;  
 Catherine Glanding and Earl Glanding,  
 her husband;  
 Elizabeth Rhodes and Tilghman Rhodes,  
 her husband;  
 William Paul Jump, Jr. and Janice K.  
 Jump, his wife;  
 Patricia J. Anthony and Milton Anthony,  
 her husband;  
 Elizabeth L. Creighton and Carroll  
 Creighton, her husband;  
 Margaret J. Seward and James R.  
 Seward, her husband.

4. The return of the Sheriff of Montgomery County does not show that a copy of the bill of complaint was left with each spouse at the time he summoned the defendants, Barbara J. Sayles and William Francis Sayles, Jr., her husband.

Wherefore, your exceptants seek the following relief:

(A) That the procedural matters mentioned in paragraphs Nos. 2, 3 and 4 be supplied;

*Filed Oct. 2, 1969*

(B) That the Trustee be directed to present such evidence of title to said woodland by adverse possession as he may be able to discover;

(C) That if such evidence should be insufficient to establish a good and merchantable title to said woodland by adverse possession in the parties to this suit, the purchasers be allowed either (1) a reasonable abatement of the purchase price in order to compensate them for the lack of a merchantable title to said woodland while accepting whatever claim of title thereto the Trustee can deliver, or (2) a larger abatement of said price in order to compensate them for receiving the Trustee's conveyance of title to the main farm tract only;

(D) Such other and further relief as their case may require.

And, as in duty bound, etc.,

Howard Wood

(Howard Wood)

Attorney for Exceptants  
119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1460

CERTIFICATE OF SERVICE

I hereby certify that I left a copy of the foregoing EXCEPTIONS at the office of J. Thomas Clark, Esquire, Centreville, Maryland, on this 2<sup>nd</sup> day of October, 1969.

Howard Wood

*Filed Oct. 2. 1969*



52  
LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

Chancery No. 5027

PETITION FOR APPOINTMENT OF SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Thomas Clark, Trustee, respectfully represents:

1. That your Petitioner has made preparations to take additional testimony in the above entitled cause and has notified the witnesses to be present for the same on Friday, October 17, 1969, at 10:00 o'clock a.m.

2. That both the standing Examiners for the Circuit Court for Queen Anne's County have informed your Petitioner that they will be out of town on that date.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Special Examiner to take testimony in the above entitled cause, pursuant to Maryland Rule 580 a.

Respectfully submitted,

J. Thomas Clark  
J. Thomas Clark, Trustee

Filed Oct. 16. 1969

ORDER OF COURT

53  
Upon the foregoing Petition, it is this 16 day of October, 1969, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that David Bryan, Esquire, be appointed Special Examiner to take testimony in the above entitled cause on October 17, 1969, at 10:00 o'clock a.m., but before said Special Examiner shall assume his duties, he shall first qualify by taking the oath of his office before the Clerk of this Court.

B. Hackett Turner Jr.  
JUDGE

Filed Oct. 16. 1969

54

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY No. 5027

CERTIFICATE

I HEREBY CERTIFY, that at the time I served the summonses in the above entitled case upon Patricia J. Anthony and Milton Anthony, her husband, on March 11, 1969, that I also left a copy of the Bill of Complaint with each party at that time.

Walter Clough  
Walter Clough  
Deputy Sheriff  
Queen Anne's County, Maryland

Filed Oct 24, 1969

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY No. 5027

CERTIFICATE

I HEREBY CERTIFY, that at the time I served the summonses in the above entitled case upon the persons hereinafter named and upon the dates hereinafter specified, I served a copy of the Bill of Complaint in this cause upon each of the named parties, to wit:

Florence Council and Palmer Council, her husband, on March 17, 1969; Catherine Glanding and Earl Glanding, her husband, on March 12, 1969; Elizabeth Rhodes and Tilghman Rhodes, her husband, on March 12, 1969; William Paul Jump, Jr. and Janice K. Jump, his wife, on March 11, 1969; Elizabeth L. Creighton and Carroll Creighton, her husband, on March 11, 1969; and Margaret J. Seward and James R. Seward, her husband on March 11, 1969.

Alexis M. Butler  
Alexis M. Butler  
Deputy Sheriff of Queen  
Anne's County

Filed Oct 24, 1969

56

LIEK

5 PAGE 616

LILLIAN MAY JUMP, et al.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE, et al.

IN EQUITY No. 5027

CERTIFICATE

I HEREBY CERTIFY, that at the time I served the summonses in the above entitled case upon Barbara J. Sayles and William Francis Sayles, Jr., her husband, on March 19, 1969, that I also left a copy of the Bill of Complaint with each party at that time.

*Ralph W. Offutt*  
Ralph W. Offutt  
Sheriff of Montgomery County

Filed Oct 24, 1969

Queen Anne's

**RECORD-OBSERVER**

Centreville, Md., October 24..... 19. 69.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Nisi

in the case/estate of Cause no. 5027  
Lillian May Jump

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 29th day of September, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of September 1969, and the last insertion on the 18th day of September, 1969.

THE RECORD-OBSERVER CORPORATION

By *Anthony M. ...*

Filed Oct 24, 1969

57

**Order Nisi On Sale**

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5027  
Lillian May Jump, et al

vs.  
Anna J. Riffe, et al

ORDERED, this 29th day of August, 1969, that the sale of the real property, made and reported in this cause by J. Thomas Clark, Trustee, be ratified and confirmed, on or after the 29th day of September, 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 22nd day of September, 1969.

The report states the amount of sales to be \$90,000.00.

Charles W. Cecil, Clerk

Filed August 29, 1969

True Copy

Test: Charles W. Cecil, Clerk

31-9-18

58  
/

LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5027

The undersigned, a Special Examiner for the Circuit Court for Queen Anne's County, having been appointed on October 16, 1969, to take the hereinafter testimony, having first taken his oath of office, did, at the request of J. Thomas Clark, Attorney and Trustee, on Friday, October 17, 1969, at 10:00 o'clock a.m., and on Monday, October 20, 1969, at 4:30 o'clock p.m., at the law office of J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland, after first swearing the witnesses and the stenographer, proceed to take their testimony; there being no irregular or unusual circumstances in the taking of the testimony, I did not deem it necessary for me to examiner any of the witnesses. Howard Wood, Esquire, Attorney for the purchasers and exceptants, was present.

*David C. Bryan*  
David Bryan  
Special Examiner

*Filed Oct 24, 1969*

Page One

The first witness produced on behalf of the Complainants, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, residence and occupation.

A: William R. Nuttle, Chestertown, Maryland, surveyor.

Q: State your qualifications.

A: I am a registered surveyor, Maryland Registration Number 4180.

Q: Mr. Nuttle, did you survey the Harry Jump woodland?

A: I surveyed a woodlot that was pointed out to me as being part of the Jump property.

Q: Were you able to get any color of title?

A: The title is vague. In the will of Harry M. Jump, Parcel #2 is woodlot #6 of Prouses Park and Union. This carries a description which is the same description and same lot as carried in the Sheubrooks deed and part of the woodlot #6 is in the A. Sydney Gadd estate. This woodlot is part of the tract that once belonged to a man named Ashcom and apparently he went into receivership or bankruptcy and Palmer and Brown were appointed trustees and had this woodlot divided up. It appears to be, although I found no record, a plat of division. This plat was supposedly in an advertisement of sale on June 6, 1854. Now the only other tract of this woodlot I was able to find any record of was in the deed of Mary B. Turpin which is lot #2 of this sale. The Gadd estate also owns lot #7 in addition to lot #2 of this sale. Now on the southeast side this woodlot is bounded by the Reynolds and Gannon subdivision and the Gannon subdivision. On the Northwest side, the line is evidenced by the edge of the field and the division line of the fence of Sheubrooks. The northeast line as shown on my plat is evidenced by blazed trees and an overgrown woods road lying to the northeast of this line. The southwest line of this tract as shown on my plat was pointed out by Mr. Dulin and is roughly evidenced by blazed trees. I consulted Mr. Carlton Sheubrooks about it and he was not able to shed any more light on that line than Mr. Dulin.

Q: Could you give an opinion as to the age of the blaze on these trees.

A: None of them were recent but I couldn't say exactly how old they are.

Q: Were there any old fences?

A: There is on the northwest side between the Carlton and Milton Sheubrooks property and this property.

Q: Was there any evidence in your survey that timber had been cut?

A: There has been timber cut, but I couldn't say how long ago it was.

The second witness produced on behalf of the Complainants, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, residence and occupation.

Page Two

A: John Carlton Sheubrooks, Centreville, Maryland, farmer.

Q: Would you state whether or not you are familiar with the Harry M. Jump woodland?

A: I know Harry M. Jump has woodland in there.

Q: Is it located in the vicinity as shown on this plat that I show you?

A: Yes.

Mr. Clark: Introduced into evidence is this plat which I ask be marked Exhibit No. 1 to this testimony.

Q: How long can you state that Harry M. Jump and/or his wife, or the Harry M. Jump estate have claimed ownership of this woodland?

A: I know he had a woodlot in there when my father moved there about 45 years ago. My father tilled the Jump farm from 1925 to the end of 1945.

Q: Did this woodlot adjoin what was later your father's land on the northwest?

A: As far as I know.

Q: And do you know who the other adjoining owners were of this woodland?

A: I know that Mr. Cannon's touches it on the other end.

Q: Would you state whether or not Mr. and/or Mrs. Jump openly, notoriously and adversely to all the world claimed ownership to all the woodland located in this vicinity?

A: Yes. When we moved down there in about 1925 I understood that Mrs. Jump owned this woodland and Mr. Jump was the overseer to it during her lifetime.

Q: During the time that you lived there or your father lived on this land, did either Mr. or Mrs. Jump pay the taxes on this woodland?

A: I assume they did or it would have been sold.

Q: While your father was there do you have knowledge of any timber being cut or any acts of ownership by Mr. or Mrs. Jump?

A: They cut timber off of there after my father did, about 8 or 9 years ago.

Q: Do you know of any other cutting of timber prior to 8 or 9 years ago?

A: Yes, my brother, Milton, and my father cut some timber for repairs.

Q: When was this?

A: I couldn't say exactly, it was while he lived there between 1925 and the end of 1945.

Q: To your knowledge has anyone else during the time you have known of the land ever claimed ownership to this land?

A: Not to my knowledge.

The third witness, produced on behalf of the Complainants, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, residence and occupation.

Page Three

A: Lee Towers, Queenstown, Maryland, I operate a filling station.

Q: Mr. Towers, were you ever a tenant on the Chestnut Meadows farm that was owned by the Harry M. Jump estate?

A: Yes.

Q: For what years?

A: From 1946 through 1951.

Q: At the time you were a tenant on Chestnut Meadows will you state whether or not Harry M. Jump owned a woodlot across the John Brown Road?

A: Yes, he did.

Q: To your knowledge, about how many acres was he supposed to own there?

A: Around 25 acres.

Q: Mr. Towers, did you know the lines to the Harry M. Jump woodland which is shown on the plat here, Exhibit No. 1?

A: Yes, I knew them at the time.

Q: How did you find out what the lines were?

A: Mr. Jump showed me and Mr. Johnny Sheubrooks showed some of them to me.

Q: What kind of lines were there?

A: I saw some trees with barbed wire around them.

Q: Did you ever cut any timber out of the woodland while you were a tenant there?

A: Yes.

Q: What years did you cut the timber?

A: I cut some in 1946, the first year I was there, and some about the second year. In fact Mr. Johnny Sheubrooks scalped some of the trees on the northeast corner for me because there was some good timber in there.

Q: What use did you put the timber to?

A: I built a garage and stock shed and did some repair work there.

Q: During the time you were a tenant on the farm, did Harry M. Jump claim this woodland openly, notoriously and adversely to all the world?

A: That's right.

Q: When did you move off the farm?

A: The end of 1951.

Page Four

The fourth witness produced on behalf of the Complainants, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Edwin Dulin, Centreville, Maryland, farmer, 48.

Q: Will you state whether or not you are the trustee of the Harry M. Jump Trust?

A: Yes, I am.

Q: How long have you been such trustee?

A: Since January, 1967, it will be three years this coming January.

Q: Please state whether or not you have been a tenant on Chestnut Meadow Farm, which was recently sold at public auction and includes a tract of woodland across the John Brown Road?

A: Yes, I have.

Q: How long were you a tenant there?

A: About twelve years, from the Fall of 1956.

Q: At the time that you entered into possession of this farm was it ever pointed out to you what this tract of woodland consisted of?

A: Yes, Mr. Johnny Sheubrooks showed me the tract of land on the other side of John Brown Road about a year after I was a tenant there and previous to that I knew that it was there and that it was claimed by my landlord, Mr. Jump.

Q: Do you know anything about the lines to this tract of woodland?

A: The only thing that I know about the lines is what Mr. Johnny Sheubrooks pointed out to me and he was a tenant there some 20 years prior to my tenancy.

Q: When did he point these lines out to you?

A: About a year after I became a tenant on this farm.

Q: Can you describe the lines?

A: Yes.

Q: Please do so on this plat that I show you which has been marked Exhibit No. 1, if you can, and please state what kind of marks did he show you?

A: They were three deep marks on trees.

Q: What appeared to be the age of these marks at that time?

A: I would say they had been there for some time.

Q: Do you know who were the owners of the several different sides adjoining this woodland?

A: Mr. John Emory adjoins on the northeast side on a part where it is shown on the plat as ownership unknown. I think Mr. White owns some land adjoining



Page Five

along that line also. As to the others, I don't know who they are that adjoin on that line. However, I know that on this plat, Exhibit No. 1, that this line is marked completely by blazed trees and there is an iron pipe at the end of this line, bounded by the land of John Cannon and Carlton and Milton Sheubrooks.

Q: Where it joins here as to the John Cannon lines, are the lines clearly marked?

A: Yes, there was a survey and it is clearly marked.

Q: How about here where Carlton and Milton Sheubrooks adjoin, is this line clearly marked?

A: Yes.

Q: In what way?

A: By blazed trees, by three notches on each tree and there is no question as to the line.

Q: On the line between John Brown Road and the Carlton and Milton Sheubrooks property, how about that line?

A: I can find a tree near the northern part of the land shown on the plat close to the place marked Carlton Sheubrooks and later Carlton Sheubrooks told me that he claimed he found the line and got over it a little bit with his fence. That's the only blazed tree I could find along that line.

Q: Are these lines as shown on this plat in accordance with the lines that had been shown to you by Mr. Johnny Sheubrooks?

A: Yes.

Q: What ownership was exercised by Harry M. Jump over this land during your tenancy of this property?

A: He paid the taxes. And then about the year 1959, shortly before Mr. Jump's death, and at Mr. Jump's request I showed this tract of woodland to a timber buyer, a Mr. Wilson, who purchased the white oaks out of this tract which were thereafter sold, cut and hauled out of there by him and for which he paid the Jump estate, because Mr. Jump had died in the meantime.

Q: What other acts of ownership have you known that Mr. Jump exercised over this woodland?

A: I know that he told me that it was a part of the farm and that I could use the timber from there, but I never had occasion to use it because I used the timber on this side of John Brown Road that was a part of the actual farm land.

Q: How do you get to this tract of woodland?

A: There is an old road by the John Brown Road across the land of Carlton and Milton Sheubrooks, which has been there for years and that is the only way I have gone in there and that's the way the timber was hauled out of there. That's the only way I know of into the woodland since my tenancy started in the Fall of 1956 up to the present time.

Q: Will you state whether or not either Harry M. Jump, his children or the several trustees of the Harry M. Jump estate have always openly, notoriously and adversely to all the world claimed ownership to this property as shown on this plat, which is Exhibit No. 1 to this testimony?

Page Six

A: Yes, and actually as far as I know, the land between Carlton and Milton Sheubrooks next to the John Brown Road, they have claimed more.

The Fifth witness produced on behalf of the Complainant, having been duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Charles C. Callahan, 42, Queenstown, Maryland, waterman.

Q: Mr. Callahan, were you ever a tenant on the farm known as Chestnut Meadow owned by Harry M. Jump and his children?

A: Yes.

Q: What years?

A: From 1951 to 1956.

Q: Did your tenancy include the 28 acre tract across the John Brown Road?

A: Yes.

Q: Do you know the lines of this tract?

A: No, not exactly, but I have cut wood in there.

Q: Did anyone ever show you the lines?

A: Mr. Jump carried me out there and showed me where I could cut wood.

Q: About what was the acreage of this woodland?

A: I have heard him say 20 some odd acres.

Q: At the time you were a tenant there, did you know who the owners of the adjoining property were?

A: At that time Mr. Jack Cannon and Mr. Sheubrooks bounded on the two sides and I don't know who was on the other sides.

Q: How did you get into the tract of woodland across the John Brown Road?

A: There was an old road across the property shown on this plat as owned by Carlton and Milton Sheubrooks.

Q: During the period of your tenancy, did Harry Jump and his children occupy this land openly, notoriously and adverse to all the world?

A: Yes, they did as far as I know.

Q: Did they pay the taxes?

A: Yes as far as I know.

Q: What kind of timber did you cut out of the tract of woodland and what use did you put it to?

A: It was for fire wood.

Q: Do you recall what year this was?

A: In between 1951 and 1956, but I couldn't say exactly what year.

5 THE 624

CARLTON & MILTON SHEUBROOKS

OWNERSHIP UNKNOWN

CARLTON SHEUBROOKS

27.921 Acres ±

MAS. NORTH  
1969

new hog lot fence

CARLTON & MILTON SHEUBROOKS

I.P. = iron pipe  
C.M. = Concrete monument

JOHN BECKH ROAD

GADD ESTATE

JOHN CANNON

Lot 14

SUBDIVISION

PLAT OF A SURVEY OF THE  
HARRY JUMP WOODLAND  
5<sup>TH</sup> DISTRICT, QUEEN ANNES CO., MD.

Scale 1" = 200' Aug. 1969  
William R. Nuttle, Reg. Surveyor  
Chestertown, Md.

Note: No record was found of this tract. The lines shown are based upon a survey of the Cannon lands, a line fence along the northwest side, blazed trees and a woods road along the northeast side, and a partially marked line pointed out by Edwin Dulin along the southwest side. It is part of a tract called "Prouse's Park" or "Chestnut Meadows".



EXHIBIT #1

LIBER 5 page 625

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:

David Bryan, Special Examiner-----\$20.00  
Betty M. Comegys, Stenographer-----\$25.00

And I further certify that said examination commenced on Friday, October 17, 1969, at 10:00 o'clock and ended 11:30 o'clock and commenced on Monday, October 20, 1969, at 4:30 o'clock and ended at 6:00 o'clock, or a total of three hours.

David C. Bryan  
Special Examiner

Filed Oct 24, 1969

59

LILLIAN MAY JUMP, et al.,	*	In the Circuit Court for
vs.	*	Queen Anne's County
		in Equity.
ANNA J. RIFFE, et al.	*	No. 5027

FINAL ORDER OVERRULING EXCEPTIONS  
AND RATIFYING SALE

The exceptions filed herein by the reported purchasers of real estate in this cause and the testimony taken before the Special Examiner have been read and considered. In passing its amended decree on August 4, 1969, this court considered and now specifically finds nunc pro tunc as of August 4, 1969, that all parties interested in title who were then in being were parties to this suit on August 4, 1969. The sheriffs of Queen Anne's and Montgomery Counties have now perfected their previous returns by separate certificates filed in this cause; so that the questions raised in Exceptions Nos. 3 and 4 are fully answered. This court now finds that the testimony taken before the Special Examiner establishes good and merchantable title of the separate woodland described by the new survey plat filed as Exhibit No. 3 with the Report of Sale to have been acquired by the parties to this suit and their predecessors in title by adverse possession, it appearing that the said parties and their predecessors have actually possessed and occupied the same by unequivocal acts of ownership continuously, openly, notoriously, exclusively, adversely and under a claim of title for a period of time in excess of twenty years prior to the institution of this suit, and further that the boundaries of said woodland as shown by said survey are clearly defined, the court also being informed that Carlton Sheubrooks and Milton Sheubrooks and their wives are willing to enter into a boundary line deed confirming the division lines of said new survey between said woodland and their land lying Northwest and Southwest of same.

It is therefore, this *24<sup>th</sup>* day of October, 1969,  
ORDERED, by the Circuit Court for Queen Anne's County in Equity,  
that the abovementioned exceptions are hereby overruled and that  
the sale of real estate reported in this cause is hereby finally  
ratified and confirmed. AND IT IS FURTHER ORDERED, that J. Thomas  
Clark, Trustee in this cause is hereby authorized and directed to  
enter into a boundary line deed with Carlton Sheubrooks, Milton  
Sheubrooks and their wives in order to confirm the Northwestern  
and Southwestern boundary lines of said woodland; AND IT IS  
FURTHER ORDERED that the proceedings in this cause be forthwith  
referred to *Charles E. Smith*, as Special Auditor of this  
Court for the purpose of stating an audit of the proceeds of said  
sale, the trustee herein being the regular auditor; that J.  
Thomas Clark, Trustee, is allowed the usual commissions allowed  
by this court upon sales of real estate and for all expenses, not  
personal, upon producing vouchers; that one-fourth of the net  
proceeds of sale be distributed by the audit to Lillian May Jump  
absolutely, that one-fourth of said net proceeds be distributed  
to Elmer Burton Jump absolutely and the remaining one-half of the  
net proceeds of sale be distributed to Edwin Dulin, Trustee, in  
Cause No. *4442* on the Chancery Docket of this court to hold  
and invest the same, so as to inure in like manner as by the will  
of Harry M. Jump, to the use of the same parties who would be  
entitled to the interest in the land sold which passed under said  
will.

*B. Hackett Turner*  
Judge

*Filed Oct 24, 1969*

60  
LILLIAN MAY JUMP, et al.

vs.

ANNA J. RIFFE, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5027

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Thomas Clark, Trustee in this cause, respectfully represents:

1. That on July 22, 1969, your Petitioner was appointed Trustee to sell the real estate hereinafter sold in this cause and thereafter did file a corporate bond, which bond bears date of July 25, 1969.

2- That thereafter on August 4, 1969, the Court by Amended Decree did declare the first decree null and void and thereafter in compliance with the Amended Decree, your Petitioner did file a second corporate surety bond dated August 18, 1969.

3. That the Agents representing the bonding company which acted as principal on both bonds have requested your Petitioner to have the first bond declared inoperative and null and void.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order declaring the bond dated July 25, 1969, null and void.

*J. Thomas Clark*  
\_\_\_\_\_  
J. Thomas Clark, Trustee

*Filed Oct 25, 1969*

ORDER OF COURT

61  
Upon the foregoing Petition, it is this 28<sup>th</sup> day of October, 1969, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the bond filed in this cause bearing date of July 25, 1969, is hereby declared to be null and void and of no effect.

*B. Hackett Turner Jr.*  
\_\_\_\_\_  
JUDGE

*Filed Oct 28, 1969*

62

LILLIAN MAY JUMP, ET.AL.

vs.

ANNA J. RIFFE, ET.AL.

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* NO. 5027

\* \* \* \* \*

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Charles E. Smith, Special Auditor, unto your Honors: respectfully represents:

1. That this account is stated at the request of J. Thomas Clark, Trustee, who was by amended decree of this Court, dated August 4, 1969, appointed such Trustee to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom under the direction of said Court. This suit is a suit for the sale of real estate which is not susceptible to partition.

2. That in the account the said Trustee was charged with the proceeds of sale, interest on proceeds, and refund on insurance and he is allowed thereafter his legal commissions, as said Trustee for making said sale, plus such costs as are therein enumerated, and the balance was directed to be distributed, one-half to Edwin Dulin, Trustee under the Will of Harry M. Jump, deceased; one-quarter to Lillian May Jump; and one-quarter to Elmer Burton Jump.

Respectfully submitted,

*Charles E. Smith*  
Special Auditor



62

CAUSE NO. 5027

The proceeds of the sale of real estate reported in this cause, in account with J. Thomas Clark, Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings ( and vendor of said land).

Cr.

1969 August 25	By proceeds of the sale of land, per report of sale of said Vendor, to wit:-----	\$ 90,000.00
	By interest on proceeds of sale from 8/25/69 to 10/30/69, per settlement sheet:-----	828.75
	By refund of prepaid Insurance, per settlement sheet: -----	<u>180.82</u>
	By gross proceeds of sale: -----	\$ 91,009.57

Dr.

To: J. Thomas Clark, Trustee, for Commissions on sales price, per report of sale, the sum of-----	\$ 4,691.43
To: do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit: -----	
1. Costs of Charles W. Cecil, Clerk --	\$346.00
2. Costs of B. H. Turner, Examiner---	10.00
3. Costs of V. A. Downes, Jr., Examiner-----	10.00
4. Costs of Betty Comegys, Steno.----	10.00
5. Costs of Jane Young, Steno.-----	35.00
6. Costs of Witnesses -----	105.00
7. Costs of Madolyn Wooters, Register of Wills -----	6.50
8. Costs of Sheriff's Office, Queen Anne's County-----	42.00
9. Costs of Sheriff's Office, Talbot County -----	14.00
10. Costs of Sheriff's Office, Montgomery County-----	4.00
11. Costs of Sheriff's Office Caroline County -----	4.00
12. Costs of Betty Comegys, Guardian Ad Litem -----	4.50

13. Cost of David C. Bryan, Examiner---	\$ 20.00	
14. Costs of Betty Comegys, Steno. ----	25.00	
15. Appearance fee of J. Thomas Clark, Attorney-----	10.00	
16. Appearance fee of L. Townsend Parks, Jr., Attorney -----	10.00	\$ 656.00
To: do., for an amount paid Queen Anne's Record Observer, for publishing advertisements of sale and Order Nisi of Sale, per receipt exhibited, to wit:-----		85.25
To: do., For an amount paid to L and W. Insurance Agency for Bond Permium, per receipt exhibited- to wit:-----		290.25
To: do., for an amount paid Bay Times, for pub- lishing Order of Publication, per receipt exhibited, to wit:-----		167.75
To: do., for an amount paid Lloyd Andrew, Auctioneer, for crying the sale, per receipt exhibited, to wit:-----		200.00
To: do., for an amount paid William R. Wilson III, Treasurer of Queen Anne's County, for vendor's share of 1969-70 real property taxes, per settlement sheet, to wit:-----		211.70
To: do., for an amount paid to William R. Nuttle, Surveyor, for survey work on real property sold, per receipt exhibited, to wit:-----		1,280.00
To: do., for an amount paid Howard Wood, Attorney for boundary line deed and re- cording costs per receipt exhibited, to wit:-----		39.50
To: do., for amount paid Alexis M. Butler, for serving notice on tenant, per receipt exhibited, to wit:-----		5.00
To: do., for amount paid U.S. Post Office, for certified mail, per receipts filed in case to wit:-----		1.84
To: do., for amount paid Betty M. Comegys, for Notary Fees, per receipt exhibited, to wit:--		5.00
To: Charles E. Smith, Special Auditor, for stating this account, the sum of-----		360.00
To: Amount to be carried forward for distribution the sum of -----		83,015.85
		<u>\$91,009.57</u> <u>\$91,009.57</u>

December 4, 1969

Special Auditor  
*Charles E. Smith*

Credit

By balance carried forward for distribution.----- \$83,015.85

Debit

To: Edwin Dulin, Trustee under Will of Harry M. Jump, deceased, one-half of the same, or the sum of -----\$41,507.93

To: Lillian May Jump, one-quarter of the same, or the sum of ----- 20,753.96

To: Elmer Burton Jump, one-quarter of the same, or the sum of ----- 20,753.96

\$83,015.85      \$83,015.85

December 4, 1969

Special Auditor

*Charles E. Smith*

Filed Dec 4, 1969

63

LILLIAN MAY JUMP \* IN THE CIRCUIT COURT  
 AND \* FOR  
 ELMER BURTON JUMP \* QUEEN ANNE'S COUNTY  
 VS. \* IN EQUITY  
 ANNA J. RIFFE, ET.AL.+ \* NO. 5027  
 \* \* \* \* \*

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 4, 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:

- |   |   |
|---|---|
| Lillian May Jump<br>Centreville, Maryland                                   | Mary A. Jump<br>Broadway Street<br>Centreville, Maryland  |
| Elmer Burton Jump<br>Centreville, Maryland                                  | Bruce E. Jump, minor<br>Broadway Street<br>Centreville, Maryland  |
| Anna J. Riffe<br>1109 Gilpin Avenue<br>Wilmington, Delaware                 | William Paul Jump, Jr. and<br>Janice K. Jump, his wife<br>Kidwell Avenue<br>Centreville, Maryland               |
| Russell J. Emory and<br>Louise S. Emory, his wife<br>Milford, Delaware      | Patricia J. Anthony and<br>Milton Anthony, her husband<br>Queenstown, Maryland                                  |
| Howard Emory, Jr. and<br>Helen Todd Emory, his wife<br>Queenstown, Maryland | Elizabeth L. Creighton and<br>Carroll Creighton, her husband,<br>North Commerce Street<br>Centreville, Maryland |
| Edwin Dulin, Trustee<br>Centreville, Maryland                               | Charles M. Jump<br>North Liberty Street<br>Centreville, Maryland  |
| S. Carlton Jump<br>2401 Pennsylvania Avenue<br>Wilmington, Delaware         | Margaret J. Seward and<br>James R. Seward, her husband<br>North Liberty Street<br>Centreville, Maryland         |
| John Jump and<br>Mildred Jump, his wife<br>Ridgely, Maryland                |   |
| Florence Council and<br>Palmer Council, her husband<br>Price, Maryland      |   |

Catherine Glading and  
Earl Glading, her husband  
Millington, Queen Anne's  
County, Maryland

Dorothy Hammer and  
Charles Hammer, her husband  
Greensboro, Maryland

Elizabeth Rhodes and  
Tilghman Rhodes, her husband  
Centreville, Maryland

Barbara J. Sayles and  
William Francis Sayles, Jr.,  
her husband  
5904 Crawford Drive  
Rockville, Montgomery County,  
Maryland.

Ruth Wise Jump  
207 South Aurora Street  
Easton, Maryland

Frank C. Jump and  
Mary J. Jump, his wife  
717 Elizabeth Street  
Easton, Maryland

Francis W. Jump and  
Sally E. Jump, his wife  
R.F.D.  
Easton, Talbot County,  
Maryland

Z. Townsend Parks  
Queenstown, Maryland

PURSUANT TO Rule 595, Section G, Maryland Rules of Pro-  
cedure, notify each of them that said account was filed on  
December 4, 1969, with the Clerk of this Court, Centreville,  
Maryland, and that exceptions to said audit must be filed on or  
before December 19, 1969, and that if no exceptions are filed  
within such fifteen (15) day period, the account may thereupon be  
ratified on December 22, 1969.

*Charles E. Smith*  
Special Auditor

*Filed Dec 4, 1969*

*64*

NISI RATIFICATION OF AUDIT

Lillian May Jump and  
Elmer Burton Jump

vs.

Anna J. Riffe, et al

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 5027

ORDERED, this 4th day of December, 1969, that the report and  
account filed in these proceedings by Charles E. Smith, Special, Auditor,  
be ratified on or after the 22nd day of December, 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 H. Cecil* Clerk

LILLIAN MAY JUMP ET AL

IN THE CIRCUIT COURT FOR

VS.

QUEEN ANNE'S COUNTY

ANNA J. RIFFE ET AL

IN EQUITY

No. 5027

## FINAL RATIFICATION OF AUDIT

ORDERED, this 22nd. day of December, 1969, that the Report and Account filed herein by Charles E. Smith, Special Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Special Auditor; and J. Thomas Clark, Trustee, is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may hereafter be received.

*Charles W. Cecil*  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed Dec 22. 1969*

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on this twenty-sixth day of March, in the year nineteen hundred and sixty-nine, the following Order to Docket Foreclosure Suit was brought to be recorded, to wit:

1  
DAVID C. BRYAN,  
Substitute Trustee for  
Isabel D. Elkins and Francis W.  
Hill, Trustees under the Stephen  
B. Elkins Trusts dated June 30,  
1954, Stephen B. Elkins, III,  
individually, and Isabel D.  
Elkins, individually  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland  
Plaintiff

vs.

BROCKETT MUIR and HELEN DAPRAY  
MUIR, his wife, JOHN LEWIS  
SMITH, JR., and MADELINE COTTER  
SMITH, his wife, ROBERT D.  
SWEZEY and HELEN SWEZEY, his  
wife, and PETER VISCHER and  
HELEN C. VISCHER, his wife  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland  
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 5037. R 29027

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

(a) Deed of Trust from Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, to Paul B. Oehmann and Ward H. Oehmann, Trustees for Stephen B. Elkins, III, Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, and Isabel D. Elkins, dated July 28, 1966, and recorded August 3, 1966 among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 23, folio 375, and re-recorded March 20, 1969 in Liber C.W.C. No. 40, folio 365.

(b) Deed of Appointment from Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, appointing David C. Bryan Trustee in the place and stead of Paul B. Oehmann and Ward H. Oehmann, dated March 24, 1969.

(c) Statement of Indebtedness

(d) Foreclosure Bond

(e) Non-Military Affidavit

*David C. Bryan*  
David C. Bryan, Substitute Trustee for  
Isabel D. Elkins, et. al.  
119 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-1643

*Filed Mar 26 1969*

1858

5 635

No61183 Re28931 Received For Re-Recording Mar. 20, 1969 at 12:10 P.M.

MARYLAND DEED OF TRUST

No. 56218  
Re 76529

RECEIVED FOR RECORD Aug 3, 1966

Law Reporter Form No. 102

2

# This Deed

Made this 28<sup>th</sup> day of July, 1966, by and between

BROCKETT MUIR and HELEN DAPRAY MUIR, his wife, JOHN LEWIS SMITH, JR. and  
MADELINE COTTER SMITH, his wife, ROBERT D. SWEZEY and HELEN SWEZEY, his wife,  
and PETER VISCHER and HELEN C. VISCHER, his wife,

parties of the first part, and

PAUL B. OEHMANN and WARD H. OEHMANN

Trustees as hereinafter set forth, parties of the second part:

Whereas, the party of the first part is justly indebted unto STEPHEN B. ELKINS, III, ISABEL D. ELKINS and FRANCIS W. HILL, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, and ISABEL D. ELKINS, the "Beneficiary" in the principal sum of FIVE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 Dollars, for deferred purchase money (\$ 576,800.00 ), with interest from date at the rate of FIVE per centum ( 5 %) per annum payable semi-annually and at maturity on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered <sup>three</sup> certain promissory notes bearing even date herewith, and being upon the following terms and provisions: All of said Notes being payable on or before Seven (7) years after date hereof.

- NOTE NUMBER ONE (1) in the amount of TWO HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED TEN AND NO/100 (\$237,610.00) DOLLARS, payable to the order of STEPHEN B. ELKINS, III.
- NOTE NUMBER TWO (2) in the amount of TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED AND NO/100 (\$287,400.00) DOLLARS, payable to the order of ISABEL D. ELKINS and FRANCIS W. HILL, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954.
- NOTE NUMBER THREE (3) in the amount of FIFTY-ONE THOUSAND SEVEN HUNDRED NINETY AND NO/100 (\$51,790.00) DOLLARS payable to the order of ISABEL D. ELKINS.

Default in the payment of any prior lien shall constitute a default under this Deed of Trust.

The makers shall not be personally liable for payment of the notes secured hereby, and their collection may be enforced solely against the security for this Deed of Trust.

See attached Schedule A for Release Provisions.

And Whereas, the party of the first part desires 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 party of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, Therefore, This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the party of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged, has granted and conveyed and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following described land and premises, situate in the County of Queen Anne, State of Maryland, known and distinguished as all of the land described in a certain Deed from Rockville Land Company, Inc., to Brockett Muir, et al., dated July 28, 1966, and recorded immediately prior hereto.

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 party of the first part of, in, to, or out of the said land and premises. Any reference in the singular shall include the plural thereof.

**In and Upon the Trusts, Nevertheless,** hereinafter declared; that is to say: **IN TRUST** to permit the said party of the first part, or 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 any manner of indebtedness hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or in the performance of any of the covenants 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 provided for to release and reconvey the said described premises unto the said party of the first part, or assigns at their cost.

**And Upon This Further Trust,** upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for grounds rents; if any, taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee 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 shall apply the proceeds of said sale or sales: **Firstly**, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of per centum ( %) on the amount of the said sale or sales; **Secondly**, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before 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 the party of the first part, their heirs, executors, administrators; or assigns upon the delivery and



(1) - The parties of the first part, their heirs and assigns, shall be entitled to releases upon the payment to the holders of the notes, pro rata, the sum computed as follows:

(A) The lots in Greenwood Subdivision may be released upon the payment of \$1,200.00 per acre, as aforesaid.

(B) The land in Parcel No. 1 fronting on Greenwood Creek to a depth of 600 feet from the shore line at high tide, may be released upon the payment of \$1,200.00 per acre.

(C) The land in Parcel No. 2 fronting on Prospect Bay (said water-front property being as described in the mortgage dated March 16, 1963, between the Rockville Land Company, Inc., and John Wesley Edel, et ux., covering Parcel No. 1 and Parcel No. 2 attached) and the land fronting on West Branch Greenwood Creek, may be released upon the payment of \$1,200.00 per acre.

(D) The land in Parcel No. 2 within the 100 acre parcel, as shown on the attached plat of survey, whether water front or non-water front, may be released upon the payment of \$1,600.00 per acre.

(E) All the remainder of land in Parcel No. 1 and Parcel No. 2 and in Parcel No. 3 and Parcel No. 4a and 4 b, excepting only the land to the west and southwest of "Edel Lands" (Surveyors Nos. 67 - 86 inclusive, on the attached plat) and the island south of Piney Neck Point, which areas may not be released until the above notes are paid in full, may be released upon the payment of \$1,100.00 per acre.

(2) - The minimum release required shall be an amount equal to 5% of the original amount of the deferred purchase money Deed of Trust, as represented by the three notes, above

(3) - Releases from this trust shall be in the same pattern as provided in the existing first mortgages, and subject to the same restrictions as therein set forth.

(4) - The parties of the first part, their heirs and assigns, may obtain releases of the land lying and being to the west of Piney Neck

Road, or to the east of such road, or both, at his option. Thereafter, subsequent releases of the land to the west or of the land to the east of said Piney Neck Road shall be adjacent and contiguous to land theretofore released in such areas. The intent of the parties, as expressed in the foregoing, is to permit development of the land lying on either side of Piney Neck Road simultaneously, subject to the requirements as to minimum releases, cost of land released, and the orderliness of the releases, as above provided. The parties of the first part, their heirs and assigns, shall pay all costs, including recording fees, of such releases. The parties of the first part shall provide the trustees a plat of any land to be released.

(5) - Until the time when the parties of the first part, their heirs and assigns, have paid in full the first mortgage loans, and Owners' deferred purchase money notes, above, the parties of the first part, their heirs and assigns, shall reserve as community and recreation areas at least two adjacent lots in Greenwood Subdivision located between Lot No. 1 and Lot No. 13, of their choice, and an area in Parcel No. 2, located at or about Surveyors No. 95 or No. 96 on the attached plat, with not less than 500 feet fronting on Prospect Bay, by a depth of not less than 400 feet for the full width thereof, for the use and benefit of all of the remainder of the 864 acres, more or less, reserving access roads with full rights of ingress or egress from said reserved area to the remainder of said 864 acres, more or less.

(6) - The parties of the first part, their heirs and assigns, shall be required to make the payments of interest and principal on the two first mortgage notes, above, on or before thirty (30) days prior to the due dates of any and all such payments, and furnish Owners with a receipt therefor on or before fifteen (15) days prior to such due dates.

(7) - Failure by the parties of the first part, their heirs and assigns, to make the payments of interest and principal in subparagraph (6), above, and/or the payments of interest and principal in Owners' notes, in full, within the time prescribed, shall constitute a default in Owners' notes, and entitle Owners to forthwith avail themselves

of the remedies in the event of a default as provided in the mortgage securing their notes.

(8) - Owners, or the holders of the above notes, and the Trustees in the Deed of Trust, if any, shall be required to execute and deliver, or join in the execution and delivery of any plat or plats of subdivision or resubdivision by the parties of the first part, their heirs and assigns, of the above described land into lots, and the said parties shall further be required to grant or join in the granting of rights of way and easements, if necessary, to any governmental agency, or public utility, or other agency, which may be required in order to service said property with all necessary utilities and sewer, the location of said rights of way and easements to be at such points through the land as shall be approved by the governmental agency, or public utility, or other agency having jurisdiction in respect thereof. The provision above requiring Owners, or the holders of the notes, and the Trustees, to execute and join in the execution of any plat or plats of subdivision shall include the dedication of streets and ways to public use in said tract as may be approved by the proper governmental authority of the County and State, all of which shall be done without payment on account of the promissory notes, aforesaid.

surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the Party of the First Part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided.
2. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note 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.
3. 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 excepted.
4. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note 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 the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the "Beneficiary," its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the giving of bond by any Trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder.
6. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on 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.
7. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.
8. That he specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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 signature(s) and seal(s) of the parties of the first part on the day and year first above written.

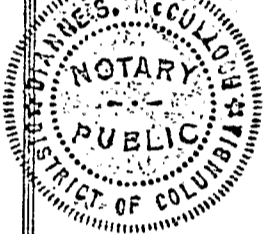
*Brockett Muir* [SEAL]  
 Brockett Muir  
*Helen Dapray Muir* [SEAL]  
 Helen Dapray Muir  
 \_\_\_\_\_ [SEAL]  
 \_\_\_\_\_ [SEAL]  
 Peter Vischer [SEAL]  
*Allen C. Vischer* [SEAL]  
 Allen C. Vischer  
*John Lewis Smith, Jr.* [SEAL]  
 John Lewis Smith, Jr.  
*Madeline Colter Smith* [SEAL]  
 Madeline Colter Smith  
*Robert D. Swezey* [SEAL]  
 Robert D. Swezey  
*Helen Swezey* [SEAL]  
 Helen Swezey

Witness:  
*Maureen C. Naugnet*  
 MAUREEN C. NAUGNET

STATE OF DISTRICT OF COLUMBIA, to wit:

On this the 20th day of July, 1966, before me, Marx S. McCulloch, the undersigned officer, personally appeared Brockett Muir and Helen Dapray Muir, John Lewis Smith, Jr. and Madeline Cotter Smith, Robert D. Swezey and Helen Swezey and Peter Vischer and Helen C. Vischer, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

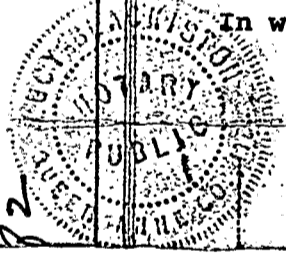


Marx S. McCulloch  
Notary Public Title of Officer  
My Comm. Expires 2/28/70

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

On this 20th day of March, 1969, before me, Lucy Blackiston, personally appeared Stephen B. Elkins, III, and made oath in due form of law that the consideration set forth in said Deed of Trust is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Trustees and beneficiaries to make this affidavit.)

In witness whereof, I hereunto set my hand and official seal.



Lucy Blackiston  
Lucy Blackiston, NOTARY PUBLIC  
My Commission Expires July 1, 1969.

Notar. \_\_\_\_\_ day \_\_\_\_\_ 1966. \_\_\_\_\_ corded in \_\_\_\_\_ one of \_\_\_\_\_ Clerk. \_\_\_\_\_

No. 6121  
Re 29026 RECEIVED FOR RECORD Mar 26, 1969 at 4:05 P.M.

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THIS DEED OF APPOINTMENT, made this 24 day of March, 1969, by ISABEL D. ELKINS and FRANCIS W. HILL, Trustees under the Stephen B. Elkins Trust dated June 30, 1954, STEPHEN B. ELKINS, III, individually, and ISABEL D. ELKINS, individually, all of Montgomery County, State of Maryland, parties of the first part, and DAVID C. BRYAN, of Queen Anne's County, State of Maryland, Trustee as hereinafter set forth, party of the second part.

WHEREAS, by Deed of Trust dated July 28, 1966 and recorded on August 3, 1966 among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 23, folio 375, and re-recorded among said land records on March 20, 1969, in Liber C.W.C. No. 40, folio 365, Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, conveyed all the land and premises, situate in the County of Queen Anne's, State of Maryland, known and distinguished as all of the land described in a certain deed from Rockville Land Company, Inc., to Brockett Muir, et. al., dated July 28, 1966 and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 23, folio 361, unto Paul B. Oehmann and Ward H. Oehmann, Trustees, for the uses and purposes therein particularly set forth, and to secure the promissory notes of even date made payable to the parties of the first part herein as beneficiaries; and

WHEREAS, said Deed of Trust provides:

"5. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the "Beneficiary," its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the giving of bond by any Trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder."; and

WHEREAS, the said Paul B. Oehmann and Ward H. Oehmann have resigned as Trustees:

NOW, THEREFORE, THIS DEED OF APPOINTMENT WITNESSETH, That in exercise and in pursuance of the power and authority vested in them under the aforesaid clause in said Deed of Trust, Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trust, dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, parties of the first part, hereby appoint David C. Bryan, party of the second part, in the place and stead of the said Paul B. Oehmann and Ward H. Oehmann, Trustees 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.

LIBER 40 PAGE 435

LIBER 5 PAGE 643

IN WITNESS WHEREOF, the said Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, have caused these presents to be signed and sealed the day and year first above written.

WITNESS:

Arvis C. Love

Isabel D. Elkins (SEAL)  
Isabel D. Elkins

Arvis C. Love

Francis W. Hill (SEAL)  
Francis W. Hill  
TRUSTEES UNDER THE STEPHEN B.  
ELKINS TRUSTS DATED JUNE 30, 1954

Arvis C. Love

Stephen B. Elkins III (SEAL)  
Stephen B. Elkins, III

Arvis C. Love

Isabel D. Elkins (SEAL)  
Isabel D. Elkins

DISTRICT COLUMBIA  
~~STATE OF MARYLAND, MONTGOMERY COUNTY~~

, to wit:

I hereby certify that on this 24 day of March, 1969, before me, the subscriber, a Notary Public of the State of ~~Maryland, in and for Montgomery County~~, personally appeared Isabel D. Elkins, individually and as Trustee under the Stephen B. Elkins Trusts dated June 30, 1954, and acknowledged that she executed the foregoing instrument for the purposes therein contained and in the capacities herein stated.

In witness whereof, I hereunto set my hand and official seal.

Arvis C. Love

Notary Public  
My Commission Expires July 1, 1969  
Dec. 1, 1970

DISTRICT COLUMBIA  
~~STATE OF MARYLAND, MONTGOMERY COUNTY~~, to wit:

I hereby certify that on this 24<sup>th</sup> day of March, 1969, before me, the subscriber, a Notary Public of the State of ~~Maryland, in and for Montgomery County~~, personally appeared Francis W. Hill, Trustee under the Stephen B. Elkins Trusts dated June 30, 1954, and acknowledged that he executed the foregoing instrument for the purposes therein contained and in the capacity herein stated.

In witness whereof, I hereunto set my hand and official seal.

Arvis C. Love

Notary Public  
My Commission Expires July 1, 1969  
Dec. 1, 1970

*District Columbia*

~~STATE OF MARYLAND, MONTGOMERY COUNTY~~, to wit:

I hereby certify that on this *24* day of *March* 1969, before me, the subscriber, a Notary Public of the State of ~~Maryland, in and for Montgomery County~~, personally appeared Stephen B. Elkins, III, individually, and acknowledged that he executed the foregoing instrument for the purposes therein contained and in the capacity herein stated.

In witness whereof, I hereunto set my hand and official seal.

*James P. Lane*

Notary Public  
My Commission Expires ~~June 30, 1969~~

*Dec. 14, 1970*



*Filed Mar 26, 1969*



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DAVID C. BRYAN, \*  
 Substitute Trustee for \*  
 Isabel D. Elkins and Francis W. \*  
 Hill, Trustees under the Stephen \*  
 B. Elkins Trusts dated June 30, \*  
 1954, Stephen B. Elkins, III, \*  
 individually, and Isabel D. \*  
 Elkins, individually \*  
 c/o Stephen B. Elkins, III \*  
 8305 Kerry Road \*  
 Chevy Chase 15, Maryland \*  
 Plaintiff \*

In the Circuit Court for

Queen Anne's County

vs.

BROCKETT MUIR and HELEN DAPRAY \*  
 MUIR, his wife, JOHN LEWIS \*  
 SMITH, JR., and MADELINE COTTER \*  
 SMITH, his wife, ROBERT D. \*  
 SWEZEY and HELEN SWEZEY, his \*  
 wife, and PETER VISCHER and \*  
 HELEN C. VISCHER, his wife \*  
 c/o Brockett Muir \*  
 Suite 525, Air Rights Bldg. \*  
 7315 Wisconsin Avenue \*  
 Bethesda, Maryland \*  
 Defendants \*

In Equity

Chancery No. 5037

STATEMENT OF INDEBTEDNESS

This Statement of the Claim of Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, under the Deed of Trust made by Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, to Paul B. Oehmann and Ward H. Oehmann, Trustees for Stephen B. Elkins, III, individually, Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, and Isabel D. Elkins, individually, dated July 28, 1966, and recorded August 3, 1966 among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 23, folio 375, and re-recorded March 20, 1969 in Liber C.W.C. No. 40, folio 365, is as follows:

Balance of unpaid principal	\$576,800.00
Interest from January 28, 1968 through March 28, 1969	<u>33,646.67</u>
	\$610,446.67

*Filed Mar. 26, 1969*

Payment on mortgage dated March 16, 1963 from Rockville Land Co. to John Wesley Edel, et. ux., in original amount of \$20,190.51 and payment on mortgage dated March 16, 1963 from Rockville Land Co. to John Wesley Edel, et. ux., in original amount of \$203,040.20, both being prior liens hereunder, made on March 16, 1969 by Stephen B. Elkins in the amount of \$22,323.08 principal plus \$4,520.48 interest \$26,843.56

Interest from March 16, 1969 to March 28, 1969 at 5% per Deed of Trust 44.13 26,887.69

Amount due as of March 28, 1969 \$637,334.36

Interest to accrue at the rate of \$87.31 per day after March 28, 1969.

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

I hereby certify that on this 26<sup>th</sup> day of March, 1969, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, as Substitute Trustee for Isabel D. Elkins, et. al., and made oath in due form of law that the foregoing Statement of Indebtedness is a true statement of the amount due from the said Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, to the said Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, under the aforementioned Deed of Trust and that neither David C. Bryan, Substitute Trustee aforesaid, or Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, aforesaid, have received any security or satisfaction therefor, other than the said Deed of Trust in said Statement mentioned, and that the said Affiant has been duly authorized by Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, to make this oath.

In testimony whereof, I hereunto set my hand and official seal.



Lucy Blackiston  
 Lucy Blackiston  
 Notary Public  
 My Commission Expires July 1, 1969.

*Filed Mar. 26, 1969*

LIBER

5 647

RECEIVED FOR RECORD Mar 26, 1969  
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

5

DAVID C. BRYAN,  
Substitute Trustee  
  
Plaintiff(s)  
  
vs.  
  
BROCKETT MUIR and HELEN  
DAPRAY MUIR, his wife, et. al.  
  
Defendant(s)

Equity No. 5037  
  
FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND No. 1126534

That we David C. Bryan, as Principal(s) and the WESTERN SURETY COMPANY, a corporation duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland

in the sum of Twenty-five Thousand ----- (25,000.00) 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 our legal representatives, jointly and severally by these presents.

Scaled with our seals and dated this 26th day of March, 19 69.

WHEREAS, the above bounden Principal(s) by virtue of the power contained in a

Mortgage from Brockett Muir and Helen Dapray Muir, his wife, et. al.  
 Deed of Trust al., to Paul B. Oehmann and Ward H. Oehmann, Trustees, see Deed of  
Appointment of David C. Bryan dated March 24, 1969,  
bearing date the 28th day of July, 1966, and recorded among the  
Land  
 ~~Mortgage~~ records of Queen Anne's County aforesaid, in Liber No. re-recorded in Liber C.W.C. No. 40, folio 365,  
C.W.C. No. 23 folio 375, and / and said Principal(s) is/are about to sell  
the land and premises described in said  Mortgage, default having been  
 Deed of Trust,  
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 Principal(s) 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 remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Principal(s) has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its authorized officer the day and year first herein above written.

Signed, Scaled and delivered in the presence of  
As to Principal  
Catherine E. Moore

David C. Bryan  
David C. Bryan Principal

As to Surety

WESTERN SURETY COMPANY Principal

Catherine E. Moore

By William M. Drost

Countersigned by William M. Drost Maryland Resident Agent

Surety approved and Bond filed Mar 26 1969  
Charles Cecil Clark



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 301, 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 March in the year nineteen hundred and sixty-nine.

Charles W. Cecil  
Clerk

LIBER 5 PAGE 649

FILE 2 MAR 27 1969

6

DAVID C. BRYAN,  
 Substitute Trustee for  
 Isabel D. Elkins and Francis W.  
 Hill, Trustees under the Stephen  
 B. Elkins Trusts dated June 30,  
 1954, Stephen B. Elkins, III,  
 individually, and Isabel D.  
 Elkins, individually  
 c/o Stephen B. Elkins, III  
 8305 Kerry Road  
 Chevy Chase 15, Maryland  
 Plaintiff

vs.

BROCKETT MUIR and HELEN DAPRAY  
 MUIR, his wife, JOHN LEWIS  
 SMITH, JR., and MADELINE COTTER  
 SMITH, his wife, ROBERT D.  
 SWEZEY and HELEN SWEZEY, his  
 wife, and PETER VISCHER and  
 HELEN C. VISCHER, his wife  
 c/o Brockett Muir  
 Suite 525, Air Rights Bldg.  
 7315 Wisconsin Avenue  
 Bethesda, Maryland  
 Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 5037

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

I hereby certify that on this 26<sup>th</sup> day of March, 1969, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Substitute Trustee for Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, and made oath in due form of law that to the best of his information, knowledge and belief:

- (1) said defendants are not in the military service of the United States;
- (2) said defendants are not in the military service of any nation allied with the United States;
- (3) said defendants have not been ordered to report for induction under the Selective Service and Training Act;
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.
- (5) that this information is gotten from persons who know the defendants.



*Lucy Blackiston*  
 \_\_\_\_\_  
 Lucy Blackiston  
 Notary Public  
 My Commission Expires July 1, 1969.

*Filed Mar 26, 1969*

1  
DAVID C. BRYAN,  
Substitute Trustee for  
Isabel D. Elkins and Francis W.  
Hill, Trustees under the Stephen  
B. Elkins Trusts dated June 30,  
1954, Stephen B. Elkins, III,  
individually, and Isabel D.  
Elkins, individually  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland  
Plaintiff

vs.

BROCKETT MUIR and HELEN DAPRAY  
MUIR, his wife, JOHN LEWIS  
SMITH, JR., and MADELINE COTTER  
SMITH, his wife, ROBERT D.  
SWEZEY and HELEN SWEZEY, his  
wife, and PETER VISCHER and  
HELEN C. VISCHER, his wife  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland  
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 5037

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of David C. Bryan, substitute trustee for Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, for foreclosure of a certain Deed of Trust from Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, to Paul B. Oehmann and Ward H. Oehmann, Trustees for Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, dated July 28, 1966, and recorded August 3, 1966 among the land records of Queen Anne's County in Liber C.W.C. No. 23, folio 375, and re-recorded March 20, 1969 among said land records in Liber C.W.C. No. 40, folio 365, said Deed of Trust containing a power to sell the mortgaged property, to be exercised by the Trustees or their substitutes thereunder, after any default in the terms of said Deed of Trust, the said David C. Bryan having been substituted as trustee in the place of the said Paul B. Oehmann and Ward H. Oehmann under a Deed of Appointment from Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, dated

March 24, 1969 and recorded among the land records of said Queen Anne's County on March 25, 1969 in Liber C.W.C. No. 40, folio 435, respectfully shows:

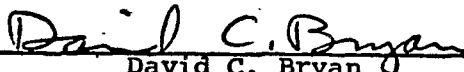
That default having occurred in the terms of said Deed of Trust by reason of the non-payment of taxes and interest on the notes thereby secured when due, said substitute Trustee filed in this Honorable Court his order to docket suit to foreclose said Deed of Trust, accompanied by said Deed of Trust, his Deed of Appointment, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and Western Surety Company (a corporation having the authority to become sole surety on bonds of this character) as surety in the penal sum of Twenty-five Thousand Dollars (\$25,000.00), containing the conditions required by law relative to the foreclosure of Deeds of Trust 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 Queen Anne's County at least once a week for each of three successive weeks, the first such publication being not less than fifteen days prior to the date of sale and the last such publication being not more than one week prior to the date of sale, said substitute Trustee did personally attend 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 A.M., Eastern Standard Time, on Wednesday, April 16, 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 those tracts or parcels of land situate, lying and being in Piney Neck in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned Advertisement of Sale unto Stephen B. Elkins, as agent for Francis W. Hill and Ward H. Oehmann, Trustees under a Deed of Trust to be created for the benefit of Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, individually, and Isabel D. Elkins, individually, he being then and there the highest bidder therefore, at and for the sum of Two Hundred Ten Thousand Dollars (\$210,000.00).

The purchasers are Trustees for the same beneficiaries as this substitute Trustee, therefore, this substitute Trustee is satisfied that they will make full settlement for the property in accordance with the terms of sale. Since the sale price is much less than the statement of indebtedness and no cash will be received by him, this substitute Trustee does not consider it necessary to increase the amount of the bond filed herein. The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of Advertisement of Sale are attached hereto.

The Report states the amount of the sale to be Two Hundred Ten Thousand Dollars (\$210,000.00).

Respectfully submitted,

  
David C. Bryan  
Substitute Trustee

STATE OF MARYLAND )  
 ) To Wit:  
QUEEN ANNE'S COUNTY )

I HEREBY CERTIFY, that on this *18<sup>th</sup>* day of *April*, 1969, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared David C. Bryan, substitute Trustee 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 *MARCH 26, 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 April 18, 1969*

LIBER

5 - 653



April 10, 1969

QUEEN ANNE'S RI

**LEGAL NOTICES**

**SALE  
OF  
VALUABLE WATERFRONT REAL ESTATE  
"PROSPECT PLANTATION"**

In Queen Anne's County, Maryland  
Advantageously Located With Frontage  
On Prospect Bay and Greenwood Creek

Under and by virtue of the power of sale contained in a certain Deed of Trust from Brockett Muir, et. al., to Paul B. Oehmann and Ward H. Oehmann, Trustees, dated July 28, 1966, and recorded on August 3, 1966, among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 23, folio 375, and re-recorded among said land records on March 20, 1969 in Liber C.W.C. No. 40, folio 365, the said Paul B. Oehmann and Ward H. Oehmann having resigned as trustees and the said David C. Bryan having been substituted as Trustee in their place and stead; default having been made by the said Brockett Muir, et. al., in complying with the terms of said Deed of Trust, the undersigned Trustee will offer for sale, at public auction, to the highest bidder therefor, at the Court House door in Centreville, Queen Anne's County, Maryland, on

**April 16, 1969**

commencing at 10:00 A.M. E.S.T., the following described real estate:

Tract No. 1

ALL those tracts or parcels of land situate, lying and being in Piney Neck in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by J.R. McCrone, Jr., Inc., registered engineers and surveyors, dated December, 1962, as follows, to wit:

**Greenwood Subdivision:**

ALL those lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, in "Greenwood Subdivision", set forth and shown on a plat thereof entitled "Map Showing Subdivision of a Part of a Tract of Land to be Called or Known as 'Greenwood' On Greenwood Creek, for John Wesley Edell, Piney Neck, District No. 5, Queen Anne's County, Maryland," by Shew and Bartlett, registered engineers, dated September 10, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 310, and among the Plat Records of Queen Anne's County in Plat Book T.S.P. No. 1, folio 45, as amended by a plat thereof entitled "Revision 'A' of Map Showing Subdivision of Part of a Tract of Land to be Called or Known as 'Greenwood' on Greenwood Creek for John Wesley Edell, Piney

Neck, District No. 5, Queen Anne's County, Maryland," by Shew and Bartlett, registered engineers, dated February 9, 1960, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 54, folio 80, and which said lots hereby intended to be sold are more particularly set forth and designated thereon as Lots One (1) through Twenty-nine (29), both inclusive of a subdivision known as Greenwood.

Together with, all those lands situated, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and being all beds of roads (existing or proposed), rights of way, streams and reserved easements, more particularly set forth and shown on the aforesaid plats of a subdivision known as "Greenwood," set out in the description of Parcel No. 1 herein, and incorporated herein as a part hereof by reference thereto.

Tract No. 2

ALL those two tracts or parcels of land situate, lying and being in Piney Neck in the Fifth Election District of Queen Anne's County, State of Maryland, more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by J.R. McCrone, Jr., Inc., registered engineers and surveyors, dated December, 1962, as follows, to wit:

**Parcel No. 1**

Beginning for the same at a point in the center line of a county road (50 feet wide), said point being North 19 degrees 29 minutes East, 190.92 feet from the approximate beginning point of Tract No. 3 as described in a deed from John S. Laughlin to John W. Edell, dated December 1, 1954, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. No. 19, folio 258, and running thence by and with the extension of said center line of said road (1) South 19 degrees 29 minutes West, 190.92 feet to a point and the aforementioned place of beginning of Tract No. 3, and the southwest corner of the W. Edwin Crouch lands; thence by and with said Crouch lands along the first line of the aforementioned Tract No. 3, and as corrected for magnetic change (2) South 64 degrees 58 minutes 20 seconds East, 1,667.02 feet to a point and the northwest corner of the subdivision known as Greenwood, formerly a part of the Edell lands (See Plat-Plat Book T.S.P. No. 1, folio 45); thence by and with said Greenwood Subdivision (3) South 20 degrees 27 minutes 40 seconds West, 1,019.01 feet to a point; (4) South 52 degrees 39 minutes 40 seconds West, 408.97 feet to a point; (5) South 57 degrees 14 minutes 10 seconds West, 50.16 feet to a point; (6) South 66 degrees 12 minutes 40 seconds West, 350 feet to the mean high water line of a cove off Greenwood Creek; thence crossing the head of said cove to the westerly bank of same; (7) North 85 degrees 49 minutes 40 seconds West, 81.08 feet to a point; thence continuing by and with the mean high water line of said cove and of Greenwood Creek; (8) South 9 degrees 48 minutes West, 382.75 feet to a point; (9) South 29 degrees 50 minutes 40 seconds West, 137.77 feet to a point; (10) South 15 degrees 35 minutes 20 seconds East, 170.80 feet to a point; (11) South 6 degrees 36 minutes 0 seconds West, 77.44 feet to a point; (12) South 41 degrees 7 minutes 40 seconds East, 380.30 feet to a point; (13) South 12 degrees 50 minutes 40 seconds East, 302.57 feet to a point; (14) South 49 degrees 9 minutes 50 seconds East, 269.06 feet to a point; (15) South 39 degrees 22 minutes 30 seconds West, 190.17 feet to a point; (16) South 2 degrees 47 minutes 10 seconds West, 279.69 feet to a point; (17) South 24 degrees 56 minutes 40 seconds East, 314.96 feet to a point; (18) South 79 degrees 42 minutes 10 seconds West, 132.70 feet to a point; (19) South 42 degrees 22 minutes 40 seconds West, 118.75 feet to a point; (20) South 00 degrees 47 minutes 30 seconds East, 72.26 feet to a point and the northeast corner of the lands now or formerly of Kirkley; thence by and with said Kirkley lands; (21) North 62 degrees 12 minutes 20 seconds West, 2,400.30 feet, more or less (passing over a concrete monument 23 feet, more or less from its beginning) to the center line of the aforementioned 50 foot wide Piney Neck road; thence by and with the center line of said road (22) North 22 degrees 44 minutes 10 seconds East, 1,136.16 feet to a point; (23) North 16 degrees 6 minutes East, 1,731.43 feet to a point; (24) along an arc the chord of which is North 26 degrees 20 minutes 30 seconds East, 382.39 feet to a point; (25) along an arc the chord of which is North 47 degrees 3 minutes East, 268.00 feet to a point; (26) North 57 degrees 56 minutes 30 seconds East, 176.54 feet to a point; (27) along an arc the chord of which is North 38 degrees 36 minutes 30 seconds East, 245.65 feet to the place of beginning, containing in all 160.475 acres of land, more or less.

*Parcel No. 2*

Beginning for the same at a point in the center line of Piney Neck Road, which said point is the same as the beginning point described above in Parcel No. 1 and running thence by and with the center line of said Piney Neck Road, by and with Parcel No. 1 (27) along an arc the chord of which is South 38 degrees 36 minutes 30 seconds West, 245.65 feet; (26) South 57 degrees 56 minutes 30 seconds West, 176.54 feet to a point; (25) along an arc the chord of which is South 47 degrees 3 minutes West, 268.00 feet; (24) along an arc the chord of which is South 26 degrees 20 minutes 30 seconds West, 382.39 feet; (28) South 16 degrees 6 minutes West, 587.45 feet to a point and the northeast corner of the lands now or formerly of Frank C. Harbison; thence by and with said Frank C. Harbison lands (29) North 87 degrees 4 minutes 40 seconds West, 1,402.30 feet to a stone (30) South 14 degrees 49 minutes 40 seconds West, 1,147.70 feet to a stone; and (31) South 87 degrees 27 minutes 30 seconds East, 1,378.33 feet to the center line of the aforementioned Piney Neck Road and Parcel No. 1; thence by and with the center line of said road and Parcel No. 1 and the lands now or formerly of Robert Kirkley; (32) South 22 degrees 44 minutes 10 seconds West, 1,337.33 feet to a point and (33) along an arc the chord of which is South 18 degrees 3 minutes 20 seconds West, 190.11 feet to a point and a corner of the aforementioned Kirkley lands; thence still with said Kirkley lands (Parcel No. 3 as shown on a plat of the Rockville Land Company lands made by J.R. McCrone, Jr., Inc., December, 1962); (34) North 86 degrees 37 minutes West, 173.50 feet to a concrete monument; (35) South 12 degrees 29 minutes West, 2,417.04 feet to a stone, a corner of the Walter K. Hanson lands and the end of the third from last course (South 81 degrees 30 minutes East, 49.3 perches) of Tract No. 1 as described in the aforementioned deed from John S. Laughlin to John W. Edel, dated December 1, 1954, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. No. 19, folio 258; thence by and with said third from last course reversed and adjusted for magnetic change (36) North 75 degrees 21 minutes 30 seconds West, 788.76 feet, more or less, to a point on the westerly side of the west branch of Greenwood Creek; thence by and with the mean high water line of said west branch of Greenwood Creek; (37) South 55 degrees 29 minutes West, 193.90 feet to a point; (38) South 28 degrees 56 minutes 10 seconds West, 347.06 feet; (39) South 55 degrees 44 minutes 00 seconds West, 163.27 feet to a point; (40) South 10 degrees 18 minutes West, 256.33 feet to a point; (41) South 28 degrees 47 minutes 00 seconds West, 139.48 feet to a point; (42) South 67 degrees 03 minutes 40 seconds West, 104.81 feet to a point; (43) South 11 degrees 05 minutes 30 seconds West, 77.56 feet to a point; (44) South 62 degrees 10 minutes 10 seconds West, 150.45 feet to a point; (45) South 21 degrees 08 minutes 40 seconds East, 215.17 feet to a point; (46) South 22 degrees 25 minutes 00 seconds West, 231.81 feet to a point; (47) South 64 degrees 24 minutes 50 seconds West, 115.73 feet to a point; (48) South 18 degrees 13 minutes 20 seconds East, 61.27 feet to a point; (49) South 19 degrees 31 minutes 20 seconds West, 119.31 feet to a point; (50) South 79 degrees 18 minutes 50 seconds West, 289.81 feet to a point; (51) South 54 degrees 27 minutes 40 seconds East, 240.87 feet to a point; (52) South 43 degrees 07 minutes 30 seconds East, 280.87 feet to a point; (53) South 00 degrees 28 minutes 50 seconds West, 238.01 feet to a point; (54) South 73 degrees 33 minutes 50 seconds West, 208.52 feet to a point; (55) North 62 degrees 01 minutes 00 seconds West, 306.88 feet to a point; (56) South 31 degrees 42 minutes 10 seconds West, 79.93 feet to a point; (57) South 32 degrees 42 minutes 30 seconds East, 129.54 feet to a point; (58) South 07 degrees 14 minutes 30 seconds East, 483.86 feet to a point; (59) North 71 degrees 48 minutes 10 seconds West, 227.37 feet to a point; (60) South 22 degrees 37 minutes 10 seconds East, 221.00 feet to a point; (61) South 01 degrees 58 minutes 30 seconds West, 145.09 feet to a point; (62) North 88 degrees 29 minutes 30 seconds East, 114.04 feet to a point; (63) South 57 degrees 06 minutes 50 seconds East, 138.14 feet to a point; (64) South 20 degrees 51 minutes 20 seconds East, 112.36 feet to a point; (65) South 34 degrees 06 minutes 50 seconds West, 193.09 feet to a point; and a new division line between the herein described lands and other lands formerly of Edel herein reserved; thence by and with said reserved lands, along said new

## RECORD-OBSERVER

division line (66) North 69 degrees 20 minutes 40 seconds West, 999.65 feet, more or less, to a pipe; (67) South 10 degrees 54 minutes 50 seconds West, 87.99 feet to a pipe; (68) South 04 degrees 28 minutes 50 seconds East, 117.53 feet to a pipe; (69 non-existent); (70) South 41 degrees 53 minutes 50 seconds East, 46.24 feet to a post; (71) South 33 degrees 36 minutes 10 seconds East, 132.48 feet to a post; (72) South 47 degrees 13 minutes 10 seconds East, 28.12 feet to a post; (73) South 35 degrees 43 minutes 50 seconds East, 31.70 feet to a post; (74) South 14 degrees 31 minutes 50 seconds East, 178.81 feet to an iron pipe; (75) South 01 degrees 08 minutes 00 seconds West, 671.19 feet, more or less, to the mean high water line of Greenwood Cove; thence by and with the mean high water line of Greenwood Cove and Prospect Bay (76) South 62 degrees 28 minutes 30 seconds West, 325.63 feet to a point; (77) South 18 degrees 26 minutes 00 seconds West, 284.60 feet to a point; (78) South 51 degrees 02 minutes 00 seconds West, 437.29 feet to a point; (79) North 64 degrees 01 minutes 30 seconds West, 86.76 feet to a point; (80) North 05 degrees 48 minutes 30 seconds East, 464.38 feet to a point; (81) North 16 degrees 57 minutes 40 seconds West, 209.10 feet to a point; (82) North 32 degrees 00 minutes 20 seconds East, 75.47 feet to a point; (83) North 77 degrees 01 minutes 50 seconds East, 218.33 feet to a point; (84) North 15 degrees 49 minutes 50 seconds East, 507.99 feet to a point; (85) North 01 degrees 11 minutes 20 seconds East, 486.24 feet to a point; (86) North 06 degrees 26 minutes 30 seconds East, 502.10 feet to a point; (87) North 02 degrees 24 minutes 50 seconds East, 1,073.40 feet to a point; (88) North 01 degrees 35 minutes 10 seconds West, 594.75 feet to a point; (89) North 06 degrees 25 minutes 20 seconds West, 844.94 feet to a point; (90) North 00 degrees 39 minutes 50 seconds West, 471.83 feet to a point; (91) North 07 degrees 11 minutes 10 seconds East, 498.36 feet to a point; (92) North 17 degrees 07 minutes 30 seconds East, 1,357.76 feet to a point; (93) North 06 degrees 38 minutes 00 seconds East, 667.86 feet to a point; (94) North 23 degrees 24 minutes 20 seconds East, 905.02 feet to a point; (95) North 15 degrees 01 minutes 10 seconds East, 742.26 feet to a point; (96) North 10 degrees 43 minutes 40 seconds East, 904.29 feet to a point; (97) North 00 degrees 09 minutes 30 seconds West, 688.39 feet to a point and the southwest corner of the Kudner lands; thence by and with the said Kudner lands (98) South 70 degrees 40 minutes 10 seconds East, 2,321.24 feet, more or less, to a stone and still with said Kudner Lands and Crouch lands (99) North 20 degrees 39 minutes 40 seconds East, 2843.12 feet to a stone; and (100) South 64 degrees 21 minutes 20 seconds East, 1,610.92 feet to the center line of the aforementioned Piney Neck road; thence by and with the center line of said road (101) South 19 degrees 29 minutes West, 948.18 feet to the place of beginning, containing in all 588.889 acres of lands, more or less.

Together with an Island off the southwest tip of Parcel No. 2, above described, and more particularly: South 56 degrees West, 235 feet, more or less, from the beginning of the course labeled (79) in Parcel No. 2 above and South 35 degrees 30 seconds West, 200 feet from the end of said (79) course. Containing by scale 0.57 acres of land, more or less.

Note: Numbers in parenthesis correspond with numbers on a plat made by J. R. McCrone, Jr., Inc., December, 1962, and recorded among said land records in Liber T.S.P. No. 71, folio 260.

**Parcel No. 3**

ALL that tract or parcel of land, being a part of the farm now or formerly known as the "Benjamin Lane Farm," in Piney Neck, in the Fifth Election District of Queen Anne's County, State of Maryland, situate on the westerly side of the public road into Piney Neck, which said public road is known as the "Land's End Road" and/or as the "Piney Neck Public Road," containing 19.842 acres of land, more or less, according to a plat and survey thereof by J. R. McCrone, Jr., Inc., registered surveyors, dated December, 1962, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13, folio 140, said land hereby conveyed being set forth and shown on said plat as Parcel No. 3 and are more particularly described, according to said plat and survey, as follows, to wit:

Beginning for the same at a concrete monument, the northwest corner of the herein described lands and a corner of the lands now or formerly of J. Wesley Edel, et. ux., their heirs and assigns, and the end of the course designated (34) of Parcel No. 2 of the Rockville Land Company lands as described by the J. R. McCrone, Jr., Inc.,

plat aforesaid, and further being the beginning of the 13th line as shown on a plat of the Kirkley Farm made by J. B. Metcalfe, October, 1953, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. 13, folio 142; and running thence by and with the said 13th course of said J. B. Metcalfe plat and survey as adjusted for magnetic differences (34) South 86 degrees 37 minutes East, 173.50 feet to the center line of Piney Neck Road (50 feet wide); thence by and with the center line of said road (102) along an arc, the chord of which is South 07 degrees 53 minutes West, 243.78 feet to a point; and (103) South 06 degrees 05 minutes 50 seconds West, 2,532.54 feet to the Walter K. Hanson lands and the beginning of the 7th line as shown on the aforementioned plat made by J. B. Metcalfe; thence by and with the 7th, 8th, 9th, 10th 11th, and 12th lines of said J. B. Metcalfe plat corrected for magnetic differences (104) North 88 degrees 27 minutes West, 183.40 feet to a concrete monument; (105) North 79 degrees 59 minutes West, 136 feet to a concrete monument; (106) North 09 degrees 24 minutes East, 214.30 feet to a concrete monument; (107) North 80 degrees 50 minutes West, 210 feet to a concrete monument; (108) North 35 degrees 12 minutes East, 167.10 feet to a stone; and (35) North 12 degrees 29 minutes East, 2,417.04 feet to the place of beginning, containing in all 19.842 acres of land, more or less.

*Parcel No. 4a*

ALL those two tracts or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the Piney Neck Public Road, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated June, 1956, as follows, to wit:

Beginning at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with land formerly of W. Benj. Lane and/or Henry Reese, and running thence with said former Reese lands North 87 degrees 51 minutes West a distance of 1,392.91 feet to the lands formerly of John W. Edel; thence turning and running with the Edel lands, North 14 degrees 27 minutes East a distance of 573.78 feet to an old stone; thence turning and running still with Edel lands, South 86 degrees 40 minutes East a distance of 382.30 feet to a granite stone; thence still with Edel lands South 87 degrees 44 minutes East a distance of 1,022.59 feet to the center of the aforementioned public road; thence turning and running with the center of said road, South 15 degrees 50 minutes West a distance of 567.00 feet to the point of beginning, containing 17.77 acres, more or less.

*Parcel No. 4b*

Beginning at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands formerly of John W. Edel, and running thence with lands of John W. Edel, North 87 degrees 51 minutes West a distance of 1,090.55 feet to a stone; thence along the same course and with the same bound a distance of 288.10 feet to a stone; thence turning and running still with Edel lands, North 13 degrees 42 minutes East a distance of 573.78 feet to lands of, or formerly of, W. Benj. Lane (once Edwin S. Kirby); thence turning and running with said Lane lands, South 87 degrees 51 minutes East a distance of 1,392.91 feet to the center of the aforementioned public road; thence turning and running with center of said road, South 15 degrees 50 minutes West a distance of 576.98 feet to the point of beginning, containing 17.83 acres, more or less.

BEING in all respects the same land conveyed to Brockett Muir, et. al., by Rockville Land Company, Inc., by deed dated July 28, 1966 and recorded August 3, 1966 among the land records of said Queen Anne's County in Liber C.W.C. No. 23, folio 361.

Together with all rights, if any, in and to the underlying fee simple title in the roads, streets and waterways adjoining and traversing said property; and

Together with the buildings and improvements thereupon erected, made or being, all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROPERTY SOLD SUBJECT TO the following mortgages: The purchaser must assume full responsibility for any arrangements with the owners of the mortgages to continue the same after transfer, or to make payment of the same. The vendor is not responsible and does not imply that such arrangements can be made.

Mortgages having priority to the Deed of Trust held by the Trustee are as follows:

(1) Mortgage from Rockville Land Company to John Wesley Edel and Elinor Whitehurst Edel, dated March 16, 1963 and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 71, folio 266, except that it is not a lien on Lots 3, 5, 6, 7, 13, 14, 15 of Greenwood subdivision. This mortgage contains provisions as to partial releases. The Trustee is advised that the unpaid principal is the amount of \$16,152.41 plus interest and release charge to March 28, 1969 of \$25.90. Add interest at the rate of 4 1/2% per annum or \$1.99 per day until final settlement, unless there is a default by the mortgagor, its successors or assigns, or the mortgagor, its successors or assigns, becomes insolvent or makes a general proceeding of any nature under the Federal Bankruptcy Act, as amended, or under any state insolvency statute, or if any proceeding for the appointment of a receiver be commenced by or against the maker, or if a receiver shall be appointed of, or a return, or order of attachment or garnishment be issued against the property, assets or income, or any part thereof of the mortgagor, its successors or assigns, then said mortgage shall immediately become due and payable in full whether due on its face or not, and shall thereafter bear interest at the rate of 6% per annum.

(2) Mortgage from Rockville Land Company to John Wesley Edel and Elinor Whitehurst Edel, dated March 16, 1963, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 71, folio 270. This mortgage is upon parcels nos. 1 and 2 of Tract 2 above, and is not a lien upon Parcels nos. 3, 4a and 4b of said Tract 2. This mortgage contains provisions as to partial releases and restrictions as to improvements. The Trustee is advised that the unpaid principal is the amount of \$162,432.16 plus interest and release charge to March 28, 1969 of \$242.31. Add interest at the rate of 4 1/2% per annum or \$20.03 per day until final settlement, unless there is a default by the mortgagor, its successors or assigns, or the mortgagor, its successors or assigns, becomes insolvent or makes a general proceeding of any nature under the Federal Bankruptcy Act, as amended, or under any state insolvency statute, or if any proceeding for the appointment of a receiver be commenced by or against the maker, or if a receiver shall be appointed of, or a return, or order of settlement or garnishment be issued or made against the property, assets or income, or any part thereof of the mortgagor, its successors or assigns, then said mortgage shall immediately become due and payable in full whether due on its face or not, and shall thereafter bear interest at the rate of 6% per annum.

This property is also sold subject to all utility rights of way and easements, existing easements, and restrictions of record, the rights of existing tenants, grants of land and easements for public roads recorded among the land records of said Queen Anne's County; the unhampered rights of ingress and egress of the said John Wesley Edel and Elinor Whitehurst Edel, their heirs and assigns, and the covenants as to road maintenance as contained in the aforesaid deed dated July 28, 1966 from Rockville Land Company, Inc., to Brockett Muir, et. al, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 23, folio 361. Tract no. 1 is also sold subject to the restrictive covenants and conditions on Lots 1-29, inclusive, of the subdivision known as "Greenwood", as contained in a deed and agreement by and between John Wesley Edel and Elinor Whitehurst Edel, his wife, of one part, and Dorothy E. Connolly, of the other part, dated the 17th day of October, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 298; the said restriction set forth therein in Paragraph No. 17 being annulled, waived and released by a Deed of Release from John Wesley Edel and Elinor Whitehurst Edel, his wife, to Preston W. Johnson, et. al, dated the 10th day of February, 1960, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 53, folio 390.

**UNIQUE DEVELOPMENT OPPORTUNITY:** This property contains a total of 864.212 acres of land, more or less, with a shore line on Prospect Bay of 11,212.47 feet, on Greenwood Creek of 3,963.50 feet, and on the west branch of Greenwood Creek of 5,585.53 feet, making a total shoreline of 20,761.50 feet, and road frontage on Piney Neck Road is 10,852.14 feet. Where property is owned on both sides of the road, frontage is figured as twice the center line length. A portion of the property on Greenwood Creek containing 58.765 acres, more or less, has been subdivided into 29 lots.

**IMPROVEMENTS:** The property is improved by a residence occupied as a Superintendent's House, three (3) tenant houses, and various farm buildings, including corn cribs, machine shop, garage, horse barn, and cow shed, silos, implement sheds, sheep barn, meat house, garage, hen house, pump house, and various other buildings.

These excellent properties are presently under cultivation and offer a unique opportunity for future development. Additional information may be obtained from the undersigned Trustee, who will also make arrangements for inspection of the premises.

**TERMS OF SALE:** Twenty-five Thousand Dollars (\$25,000.00) deposit in cash on day of sale; the balance on expiration of 45 days from the day of sale, or within 10 days of the final ratification of sale, whichever occurs last, or all cash, at the option of the purchaser or purchasers, the unpaid purchase price, if any, to be secured to the satisfaction of the Trustee. Possession of said property, subject to the leases of existing tenants, will be given on the day of final settlement and upon compliance with the terms thereof.

Taxes and fire insurance premiums shall be prorated as of the date of sale, but all title papers, documentary stamps, recording fees, notary fees and other expenses of conveyancing shall be at the expense of the purchaser or purchasers.

David C. Bryan  
Substitute Trustee  
119 Lawyers Row  
Centreville, Maryland 21617  
Phone: 758-1643

William J. Barcus, Jr.  
Auctioneer  
Centreville, Maryland 21617  
Phone: 758-0116

3T-4-10

LIBER

5 PAGE 600

8

Queen  Anne's  
**RECORD-OBSERVER**

Centreville, Md., April 16, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Sale of Valuable Waterfront property

Prospect Plantation

in the case/estate of Prospect Plantation

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 16th day of April, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of March 1969, and the last insertion on the 10th day of April, 1969

THE RECORD-OBSERVER CORPORATION

By Anthony M. Monroe

*Filed April 18, 1969*

9

DAVID C. BRYAN,  
Substitute Trustee for  
Isabel D. Elkins and Francis W.  
Hill, Trustees under the Stephen  
B. Elkins Trusts dated June 30,  
1954, Stephen B. Elkins, III,  
individually, and Isabel D.  
Elkins, individually  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland  
Plaintiff

In the Circuit Court for

Queen Anne's County

vs.

BROCKETT MUIR and HELEN DAPRAY  
MUIR, his wife, JOHN LEWIS  
SMITH, JR., and MADELINE COTTER  
SMITH, his wife, ROBERT D.  
SWEZEY and HELEN SWEZEY, his  
wife, and PETER VISCHER and  
HELEN C. VISCHER, his wife,  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland  
Defendants

In Equity

Chancery No. 5037

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS:

I HEREBY CERTIFY, that on this 16th day of April, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Stephen B. Elkins, agent for the purchasers at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all those tracts or parcels of land with improvements described in the Advertisement of Sale in this cause as agent for Francis W. Hill and Ward H. Oehmann, Trustees under a trust to be created for the benefit of Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, individually, and Isabel D. Elkins, individually, that no others are interested

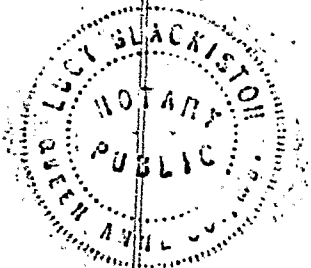


LIBER

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in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding for the said property.

Witness my hand and notarial seal.



*Lucy Blackiston*  
Lucy Blackiston  
Notary Public

My Commission Expires July 1, 1969.

*Filed April 18, 1969*

CERTIFICATE OF AUCTIONEER

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

ALL those tracts or parcels of land situate, lying and being in Piney Neck in the Fifth Election District of Queen Anne's County, State of Maryland, known as Prospect Plantation, and being all of the same property described in the Deed of Trust from Brockett Muir, et. al., to Paul B. Oehmann and Ward H. Oehmann, Trustees, dated July 26, 1966 and recorded on August 3, 1966 among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 23, folio 375, and re-recorded among said land records on March 20, 1969 in Liber C.W.C. No. 40, folio 365, reference to said Deed of Trust and the references therein contained is hereby made for a more particular description of said property.

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, State of Maryland, on Wednesday, April 16, 1969, beginning at the hour of 10:00 A.M., Eastern Standard Time, unto Stephen B. Elkins, Agent for Francis W. Hill and Ward H. Oehmann, Trustees, at and for the sum of Two Hundred Ten Thousand Dollars (\$210,000.00).

*William J. Barcus Jr*  
William J. Barcus, Jr.  
Auctioneer

*Filed April 18, 1969*

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### ORDER NISI ON SALE

David C. Bryan, Substitute Trustee for Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually c/o Stephen B. Elkins, III  
Plaintiff

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

vs.  
Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife, Defendants

Cause No. 5037

ORDERED, this 18th day of April, 1969, that

the sale of the real property, made and reported in this cause by David C. Bryan, substitute trustee, be ratified and confirmed, on or after the 19th day of May, 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 12th day of May, 1969.

The report states the amount of sales to be \$210,000.00.

*Charles W. Cecil* Clerk

Filed April 18, 1969

**ORDER NISI**  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5037

David C. Bryan, Substitute Trustee for Isabel D. Elkins and Francis W. Hill, Trustees under the Stephen B. Elkins Trusts dated June 30, 1954, Stephen B. Elkins, III, individually, and Isabel D. Elkins, individually, c/o Stephen B. Elkins, III.  
PLAINTIFF.

VS.

Brockett Muir and Helen Dapray Muir, his wife, John Lewis Smith, Jr., and Madeline Cotter Smith, his wife, Robert D. Swezey and Helen Swezey, his wife, and Peter Vischer and Helen C. Vischer, his wife,  
DEFENDANTS.

ORDERED, this 18th day of April, 1969, that the sale of the real property, made and reported in this cause by David C. Bryan, substitute trustee, be ratified and confirmed, on or after the 19th day of May, 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 12th day of May, 1969.

The report states the amount of sales to be \$210,000.00.  
Charles W. Cecil, Clerk  
Filed April 18, 1969  
True Copy Test:  
Charles W. Cecil, Clerk

31-5-8

12

## Queen Anne's RECORD-OBSERVER

Centreville, Md., June 10, 1969

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the case/estate of Equity Cause No. 5037

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 May, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of April, 1969, and the last insertion on the 8th day of May, 1969.

THE RECORD-OBSERVER CORPORATION  
By *Matthew M. Monroe*

Filed June 10, 1969

13 /

DAVID C. BRYAN,  
Substitute Trustee for  
Isabel D. Elkins and Francis W.  
Hill, Trustees under the Stephen  
B. Elkins Trusts dated June 30,  
1954, Stephen B. Elkins, III,  
individually, and Isabel D.  
Elkins, individually  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland  
Plaintiff

In the Circuit Court for

Queen Anne's County

vs.

BROCKETT MUIR and HELEN DAPRAY  
MUIR, his wife, JOHN LEWIS  
SMITH, JR., and MADELINE COTTER  
SMITH, his wife, ROBERT D.  
SWEZEY and HELEN SWEZEY, his  
wife, and PETER VISCHER and  
HELEN C. VISCHER, his wife,  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland  
Defendants

In Equity

Chancery No. 5037

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in  
Equity, this 12<sup>th</sup> day of June, 1969, in accordance  
with the Report of Sale and Statement of Indebtedness, no addi-  
tional bond is required herein, and it is further ORDERED that the  
sale of the real estate made and reported in this cause by David  
C. Bryan, substitute Trustee, be, and the same is hereby finally  
ratified and confirmed, no cause to the contrary thereof having  
been shown although due notice thereof appears to have been given  
as required by the preceding order nisi; and the said substitute  
Trustee 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 June 12, 1969*

14  
DAVID C. BRYAN,  
Substitute Trustee, etc.

vs.

BROCKETT MUIR, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5037

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 12, 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,  
Substitute Trustee  
119 Lawyers Row  
Centreville, Maryland 21617

Isabel D. Elkins and  
Francis W. Hill, Trustees  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland

Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland

Isabel D. Elkins  
c/o Stephen B. Elkins, III  
8305 Kerry Road  
Chevy Chase 15, Maryland

Brockett Muir and Helen  
Dapray Muir  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland

John Lewis Smith, Jr. and  
Madeline Cotter Smith  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland

Robert D. Swezey and  
Helen Swezey  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland

Peter Vischer and  
Helen C. Vischer  
c/o Brockett Muir  
Suite 525, Air Rights Bldg.  
7315 Wisconsin Avenue  
Bethesda, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules, notify each of them that said account was filed on September 12, 1969, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before September 29, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on September 30, 1969.

Filed Sept. 12, 1969

*James Clark*  
Auditor

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LIBER

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15  
DAVID C. BRYAN,  
Substitute Trustee, etc.

vs.

BROCKET MUIR, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5037

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That the within account is stated at the request of David C. Bryan, Substitute Trustee, of the deed of trust foreclosed in these proceedings, wherein it appears that the proceeds of the sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of \$409,125.69.

2. That in the within account David C. Bryan, Substitute Trustee, and vendor, is charged with the proceeds of sale and is allowed his commissions for making said sale, the several Court costs in this cause, the premium on the corporate surety bond, advertising costs, the auctioneer's fee, the 1968-9 State and County real estate taxes, the fee of your Auditor for stating this audit, and the balance was directed to be credited on the deed of trust debt.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

September 12, 1969

*Filed Sept. 12. 1969*

Cause No. 5037

The proceeds of the sale of real estate reported in this cause, in account with David C. Bryan, Substitute Trustee, of the deed of trust foreclosed in these proceedings (and vendor of said land)

Cr.

1969

June 12 By proceeds of the sale of said land, per report of said vendor,  
to wit:-----\$210,000.00

Dr.

To David C. Bryan, Substitute Trustee, (and vendor) of said land, per terms of deed of trust, his commissions, all other commissions being waived-----\$ 5,300.00

To do., for amounts paid Charles W. Cecil, Clerk, per receipts exhibited, to wit:  
1-Advanced court costs-----\$ 15.00  
2-For recording deed of appointment----- 12.50 27.50

To do., for an amount due Charles W. Cecil, Clerk, per statement, to wit:  
1-Costs of Chas. W. Cecil, Clerk-----\$ 40.00  
2-Appearance fee of David C. Bryan, Attorney----- 10.00 50.00

To do., for an amount paid Western Surety Co., for the premium on the corporate surety bond filed by the Substitute Trustee of the deed of trust foreclosed in these proceedings, per receipt exhibited, to wit:----- 75.00

To do., for amounts paid Queen Anne's Record-Observer, per receipts, as follows, to wit:  
1-Costs for publishing Notice of Sale-----\$ 631.75  
2-Costs of publishing Order Nisi of Sale----- 14.00 645.75

To do., for an amount paid William J. Barcus, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:----- 200.00

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 these proceedings, per receipts exhibited, to wit:----- 2,080.77

September 12, 1969

USA

5 5037

*John Clark*  
Auditor

LIBER

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To J. Thomas Clark, Auditor, for stating  
this account and notifying parties,  
the sum of-----\$ 300.00

To David C. Bryan, Substitute Trustee, as a  
partial payment on the debt secured by  
the deed of trust foreclosed in these  
proceedings, the balance or the sum of----- 201,320.98  
\$210,000.00 \$210,000.00

September 12, 1969

*J. Thomas Clark*  
Auditor

*Filed Sept. 12. 1969*

NISI RATIFICATION OF AUDIT

16

David C. Bryan, Substitute Trustee,  
etc.

vs.

Brockett Muir, et al

vs.

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

Cause No. 5037

ORDERED, this 12th. day of September, 19 69, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 30th. day of September, 19 69, 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~~ ~~xxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxxxxxxxx, 19x~~

Charles W Cecil Clerk

Filed Sept. 12, 1969

LIBER

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17  
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David C. Bryan, Substitute  
Trustee, etc.

vs.

Brockett Muir, et al

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

Cause No. 5037

FINAL RATIFICATION OF AUDIT

ORDERED, this 3rd day of October, 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, Substitute 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 Oct 3, 1969

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twelfth day of May, 1969, in the year nineteen hundred and sixty-nine, the following Petition For Declaratory Decree was brought to be recorded, to wit;

MARY MARJORIE CALLAHAN  
Centreville, Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

vs.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife,  
address unknown

IN EQUITY

No. 5047      *Re 2963*      *5/12*  
*18 15.12*

PETITION FOR DECLARATORY DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Mary Marjorie Callahan, widow, by J. Thomas Clark, her attorney, unto Your Honor, respectfully represents:

1. That on October 9, 1957, the Plaintiff and her husband, Lawrence M. Callahan, who is now deceased and departed this life on December 4, 1967, as Sellers, entered into an Installment Contract of Sale with William Ferrell North and Rosie G. North, his wife, as Buyers, for the sale of certain real estate owned by said Lawrence M. Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, and which property is located in the Third Election District of Queen Anne's County, Maryland, situate east of the Centreville-Queenstown public road known as Md. Rt. No. 18, consisting of two parcels of land and being all the land owned by the aforesaid Sellers in this tract which had not been conveyed out by deed or was under an installment contract of sale, all of which matters more fully appear in a copy of said installment contract of sale which is attached hereto and marked Plaintiff's Exhibit A, and which contract is recorded among the land records of Queen Anne's County in Liber T.S.P. No. 37, folio 253.

2. That the Contract provided that the Buyers would pay to the Sellers the full sum of \$2,800.00 for the purchase price of said property, which principal balance with interest at the rate of 6% per annum was to be paid by the Buyers to the Sellers in 96 consecutive monthly installments of \$36.80 each, including interest, commencing October 15, 1957, and payable on the 15th day of each and every month thereafter until fully paid, and upon payment of the purchase money, the Sellers agreed to convey to the Buyers a good, merchantable title by deed.

3. During the continuance of said Contract, the Buyers were to pay to the Sellers their prorata share of the State and County taxes attributable to the real estate to be sold. The Contract further provided that time was the essence of the agreement and should the Buyers fail to make any payments hereinabove provided, the Sellers had the right to declare said Contract void, and all amounts paid prior to the time of such default shall be and become the property of the Sellers and shall be retained by the Sellers as liquidated damages for the breach of the Contract, and the Sellers shall serve written notice of their intention to terminate the Contract and declare the same null and void which notice shall be addressed to the Sellers at their last known address and giving them at least thirty days notice before any such action shall become final and effective, and should the Buyers comply with the terms and conditions of the notice in respect to which the default had occurred during the thirty day period, then the Contract shall continue and remain in force and effect.

4. That thereafter the Buyers failed to make any installment payments on the purchase price of said land and as a consequence thereof on March 21, 1969, your Petitioner did by certified mail, return receipt, forward notice to declare said Contract null and void to William Ferrell North and Rosie G. North, addressed to them at R.F.D. #3, Centreville, Maryland, their last known address.

5. That said letter with certification attached, was returned to your Petitioner by the Centreville, Maryland, Post Office on or about April 15, 1969, as unclaimed, which letter is attached hereto and marked Plaintiff's Exhibit B.

6. That because of the said Installment Contract of Sale being upon the land records of Queen's County and your Petitioner being unable to reach or notify by mail the Buyers of her termination of said Contract, a cloud has been created upon the title to said real estate, which impairs the marketability and which real estate is owned by your Petitioner as surviving tenant by the entirety by virtue of a certain deed from Lillian C. Rouse to Lawrence Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, dated June 9, 1955, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 22, folio 164, a copy of which deed is attached hereto and marked Plaintiff's Exhibit C.

7. That the last known address of the Buyers is R.F.D. #3, Centreville, Maryland, and although your Petitioner has made diligent search, she has been unable to locate the Buyers within the State of Maryland, and has no knowledge of where their address is.


WHEREFORE, your Petitioner prays:

(1) That this Honorable Court construe and declare the rights, statue or other relations of the parties under Plaintiff's Exhibit A.

(2) That this Honorable Court declare the Plaintiff's Exhibit B, said Installment Contract of Sale, null and void.

(3) That this Honorable Court grant such other and further relief as may be required or appear necessary in this cause.

And as in duty bound, etc.

  
\_\_\_\_\_  
J. Thomas Clark  
Attorney for Plaintiff  
118 No. Commerce St.  
Centreville, Maryland  
Telephone: 758-1392

*Filed May 12, 1969*

RECEIVED FOR RECORD Oct. 10, 19572

THIS INSTALLMENT CONTRACT OF SALE, made this 9th day of October, 1957, by and between LAWRENCE M. CALLAHAN and MARY MARJORIE CALLAHAN, his wife, of Queen Anne's County, State of Maryland, parties of the first part, SELLERS; and WILLIAM FERRELL NORTH and ROSIE G. NORTH, his wife, of the County and State aforesaid, parties of the second part, BUYERS.

WITNESS: that the Sellers do hereby bargain and sell unto the Buyers and the latter do hereby purchase from the former all those two lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Perlee, and more particularly described as follows, to wit:

PARCEL No. 1: ALL that lot or parcel of land lying on the public road from Centreville to Queenstown and on the branch road leading therefrom to the Blue Star Memorial Highway, near Perlee, and more particularly described as follows, to wit: BEGINNING for the same at a stone on the South side of the Centreville to Queenstown public road which is at the end of the division line between this land and the land of, or formerly of, E. H. Jester, thence with said line South 6 1/2 degrees East 43.4 perches, thence North 87 1/2 degrees West 40.4 perches to the public road leading to the Blue Star Memorial Highway, thence North 13 degrees West 44.5 perches to the Centreville-Queenstown public road, thence with said road North 78 1/4 degrees East 12 perches, thence South 89 degrees East 16 perches, thence South 76 3/4 degrees East 18 perches to the place of beginning, containing 12 Acres, 1 Rod and 33 perches of land, more or less.

PARCEL No. 2: ALL that lot or parcel of land lying North or Northwest of Parcel No. 1 and across the former railroad right of way described in a deed from the Baltimore and Eastern Railroad Company to W. Marion Councill, dated February 3, 1933, and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 16 folio 94, as follows, to wit: BEGINNING at a point in the middle of a public road 20 feet Northwest of a point in and measured at right angles to the center line of the Baltimore and Eastern Railroad, known as Centreville Branch, said point in center line of railroad being 10,500 feet, more or less, Southwest along said center line from another point therein opposite center of said Railroad Company's Centreville Passenger Station, extending from said beginning point, North 11 degrees West 337.964 feet along said middle line of public road to a point in the middle of another public road, thence North 89 degrees East 488.543 feet along said middle line of second mentioned public road to a point, thence South 51 degrees 15 minutes West by land of Baltimore and Eastern Railroad on a line parallel with and 20 feet Northwest from and measured at right angles to said center line of railroad 543.847 feet to point of beginning, containing 1.866 Acres of land, more or less.

SAVING and EXCEPTING, therefrom, all those three lots or parcels of land heretofore conveyed and/or bargained and sold by Lawrence Callahan and Mary Marjorie Callahan, his wife, to William Oliver Wright and Doris E. Wright, his wife, as follows:

(a) By Deed dated the 15th day of July, 1955 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 23 folio 26; and

PLAINTIFF'S EXHIBIT A  
EXAMINER'S EXHIBIT #2

(b) By Installment Contract of Sale dated the 24th day of July, 1957, and recorded among the aforesaid Land Records in Liber T.S.P. No. 35 folio 575.

BEING all the remaining part of the lands conveyed unto Lawrence Callahan and Mary Marjorie Callahan, his wife, by deed from Lillian C. Rouse dated the 9th day of June, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 22 folio 164.

The Buyers do hereby agree to pay the Sellers the full and just sum of Twenty-eight hundred dollars (\$2,800.00) as and for the purchase price of said property, which principal balance with interest thereon at the rate of six per centum (6%) per annum shall be paid by the Buyers to the Sellers at such place or places as the Sellers shall direct in ninety-six (96) consecutive monthly installments of Thirty-six 80/100 Dollars (\$36.80) each, including interest, commencing on the 15th day of October, 1957, and payable on the 15th day of each and every month thereafter until the same shall be fully paid and satisfied.

Sellers agree that the Buyers shall have the right to accelerate any or all installment payments, or to pay the same in full without penalty, but such payments shall be in multiples of \$100.00 and may be paid on any installment date aforesaid.

In the event of a re-sale of any portion of the above described properties, upon application of the Buyers, the Sellers shall partially release the same from this Installment Contract of Sale upon the payment by the Buyers of at least fifty per cent (50%) of the sales price of any tract or parcel so sold, provided the remaining portion of the land shall be of sufficient value, in the Sellers opinion, to constitute adequate security for remaining unpaid balance of the sales price, and the Sellers do further agree in this event to join in any and all deeds necessary to convey a good and merchantable title to said lands to said purchasers.

The Vendees shall not and will not suffer or permit any mechanics lien or other lien to attach to or be against the aforesaid property during the continuance hereof which shall be superior to the rights of the Sellers, and the Vendees agree that they will enter into no contract, oral or written, for improvements upon the property except the same shall contain a full and complete waiver and release of any and all liens and claims against said premises.

The Buyers shall have possession of the premises upon the execution hereof.

And upon payment as above set forth of the unpaid purchase money, a deed for the property containing covenants usual in Queen Anne's County shall be executed by the Sellers at the Buyers expenses which shall convey the property in fee simple to the Buyers. Title is to be good and marketable, free of liens and encumbrances except publicly recorded easements for public utilities and/or road widenings. Legal title to the same is to be held by the Sellers, and at the risk of the Sellers, until said deed is passed, and if upon examination of title it is disclosed that the Sellers cannot give Buyers a good and marketable title,

as aforesaid, then in that event Sellers agree to refund to Buyers all sums so paid by Buyers to Sellers. The parties hereto agree to bind themselves, their heirs, executors, administrators and assigns for the faithful performance of this agreement.

Buyers agree to pay all costs of title examination, preparation of deed, recording costs, all costs of state and federal revenue stamps and notary fees.

During the continuance of this contract Buyers agree to pay to Sellers the pro rata share of state and county taxes as may be attributable to said premises.

Time shall be the essence of this contract and in the event the Purchaser shall fail to make any payment as hereinabove provided, the Sellers may declare this contract void, and all amounts paid prior to the time of such default shall be and become the property of the Sellers and shall be retained by the Sellers as liquidated damages for the breach of this contract. The Sellers shall serve written notice on the Vendee, at their last known address, stating their intention to terminate this contract and to declare the same null and void, which notice shall be mailed to the Buyers, as aforesaid, giving them at least thirty (30) days notice before any such action shall become final and effective. If during the notice period the Buyers comply with the terms and conditions of said notice in respect to which the default has occurred, then this contract shall continue and remain in force and effect, notwithstanding any contrary provision in this agreement.

This contract constitutes the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written. This contract shall be binding upon the parties hereto and each of them, their or each of their respective heirs, administrators, executors or assigns.

NOTICE TO THE BUYERS: YOU ARE ENTITLED BY LAW TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

WITNESS the hands and seals of the parties hereto, the same being executed in duplicate originals.

WITNESS:

Wachel A. Downes, Jr.  
Wachel A. Downes, Jr.

Lawrence M. Callahan (SEAL)  
Lawrence M. Callahan

Wachel A. Downes, Jr.  
Wachel A. Downes, Jr.

Mary Marjorie Callahan (SEAL)  
Mary Marjorie Callahan

Wachel A. Downes, Jr.  
Wachel A. Downes, Jr.

William Ferrell North (SEAL)  
William Ferrell North

Wachel A. Downes, Jr.  
Wachel A. Downes, Jr.

Rosie G. North (SEAL)  
Rosie G. North

*Filed May 12, 1969.*

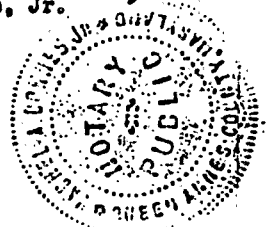
STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

to wit:

I HEREBY CERTIFY, that on this 9th day of October, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lawrence M. Callahan and Mary Marjorie Callahan, his wife, and they did acknowledge the foregoing installment contract of sale to be their act.

WITNESS my hand and Notarial Seal.

*Vachel A. Downes, Jr.*  
NOTARY PUBLIC  
Vachel A. Downes, Jr.



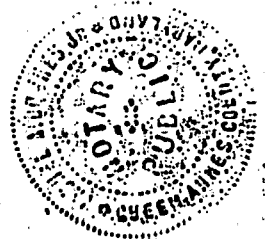
STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

to wit:

I HEREBY CERTIFY, that on this 9th day of October, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Ferrell North and Rosie G. North, his wife, and they did acknowledge the foregoing installment contract of sale to be their act.

WITNESS my hand and Notarial Seal.

*Vachel A. Downes, Jr.*  
NOTARY PUBLIC  
Vachel A. Downes, Jr.

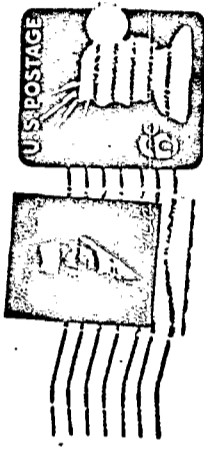


RECEIPT FOR CERTIFIED MAIL—30¢

No. 770369

TO WHOM SENT TO <i>Mr. Wm. Ferrell North</i>		POSTMARK OR DATE
STREET AND NO. <i>Centerville Rd. 21617</i>		CENTREVILLE, MD MAR 21 1969 USPO
POST OFFICE AND ZIP CODE		
EXTRA SERVICES FOR ADDITIONAL FEES		
Return Receipt Shows to whom and date delivered	Shows to whom, date, and where delivered	Deliver to Addressee Only
<input checked="" type="checkbox"/> 10¢ fee	<input type="checkbox"/> 35¢ fee	<input type="checkbox"/> 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)



Mr. William Ferrell North  
Rosie G. North  
~~Rosie G. North~~  
Centreville, Maryland 21617

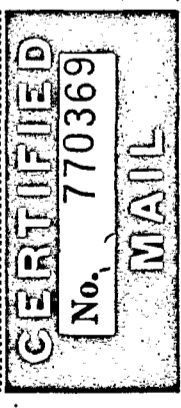


RETURNED TO SENDER  
REASON:  Unclaimed  
 Addressee unknown  
 Insufficient address  
 No such street number  
 No such office in state  
 Do not remain in this envelope

CALLAHAN'S APPLIANCE, INC.  
116 N. Commerce Street  
CENTREVILLE, MD. 21617

*at del 4-5-69 tel not rec'd H.C.*

RETURN RECEIPT REQUESTED



*William Ferrell North*

*John May 12. 1969*

PLAINTIFF'S EXHIBIT B

EXAMINER'S EXHIBIT #3



LIBER

5 MAR 678

Mrs. Lawrence M. Callahan  
Centreville, Maryland 21617  
March 21, 1969

William Ferrell North  
Rosie G. North  
R.F.D. #3  
Centreville, Maryland

Dear Mr. and Mrs. North:

In view of your failure to make any payment on The Installment Contract of Sale between you, as Buyers, and myself and my late husband, as Sellers, which bears date of October 9, 1957, and is recorded among the land records of Queen Anne's County in Liber T.S.P. No. 37, folio 253, or to pay your share of the taxes upon said land, in accordance with the provisions of the Contract of Sale, notice is hereby given you that I intend to terminate said Contract and declare the same null and void. You have thirty days before such a cause of action becomes final.

Very truly yours,

*Mary Marjorie Callahan*

Mary Marjorie Callahan  
(Mrs. Lawrence M. Callahan)

*Filed May 12, 1969*

#36,039

LIBER 22 PAGE 164

RECEIVED FOR RECORD June 9, 1955

4

6 + w.  
6/9/55

THIS DEED, made this ninth day of June, 1955, by Lillian C. Rouse, widow, of Baltimore City, State of Maryland;

WITNESSETH, that for and in consideration of the sum of Eight Thousand Dollars (\$8,000.00), the receipt of which is hereby acknowledged, the said Lillian C. Rouse does hereby grant and convey unto Lawrence M. Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that tract or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, composed of the two following lots or parcels of land, to wit:

Parcel No. 1

ALL that lot or parcel of land lying on the public road from Centreville to Queenstown and on a branch road leading therefrom to the Blue Star Highway, near Fearlee, and more particularly described as follows: BEGINNING at a stone on the south side of the public road from Centreville to Queenstown which is at the end of the division line between this land and the land of or formerly of E. H. Jester; thence with said line South six and one-half degrees East 43.4 perches; thence North eighty-seven and one-half degrees West 40.4 perches to the last-named public road; thence North thirteen degrees West 44.5 perches to the Centreville-Queenstown public road; thence with said road North seventy-eight and one-fourth degrees East 12 perches; thence South eighty-nine degrees East 16 perches; thence South seventy-six and three-fourths degrees East 18 perches to the place of beginning, containing twelve (12) acres one (1) rood and thirty-three (33) perches of land, more or less.

Parcel No. 2

ALL that lot or parcel of land lying north or northwest of Parcel No. 1 and across the former railroad right-of-way therefrom, more particularly described in the deed from Baltimore and Eastern Railroad Company to W. Marion Council dated February 3, 1933 and recorded among the land records of said Queen Anne's County in Liber B.H.T. No. 16, folio 94, as follows, to wit:

ALL that certain triangular lot or piece of land situate in the Third Election District of Queen Anne's County, State of Maryland, described as follows: BEGINNING at a point in the middle line of a public road twenty (20) feet northwest of a point in and measured at right angles to center line of Baltimore and Eastern Railroad known as the Centreville Branch, said point in center line of railroad being 10,500 feet more or less southwest along said center line of railroad from another point therein opposite the center of said railroad company's Centreville Passenger Station; extending from said beginning point North eleven degrees West along said middle line of public road 337.964 feet to a point in middle line of another public road; thence North eighty-nine



PLAINTIFF'S EXHIBIT C

EXAMINER'S EXHIBIT # 1

degrees East along said middle line of second mentioned public road, 488.543 feet to a point; and thence South fifty-one degrees fifteen minutes West by land of Baltimore and Eastern Railroad on a line parallel with and twenty (20) feet Northwest from and measured at right angles to said center line of railroad, 543.647 feet to the place of beginning, containing 1.866 acres, more or less.

SAID two parcels of land being the same and all of the land conveyed by Richard T. Earle to Lillian C. Rouse and W. Marion Councilll as joint tenants by deed bearing date the 20th day of May, 1950, and recorded among said land records in H.B.W. No. 6, folio 172, the said W. Marion Councilll having since departed this life leaving Lillian C. Rouse, the grantor herein, sole owner of the land hereby conveyed, by right of survivorship.

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 lots or parcels of land and promises unto and to the use of the said Lawrence M. Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Lillian C. Rouse does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: Katherine C. O'Neal Katherine C. O'Neal  
Lillian C. Rouse (SEAL) Lillian C. Rouse

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

I HEREBY CERTIFY that on this ninth day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Lillian C. Rouse, widow, and acknowledged the foregoing DEED to be her act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.



Katherine C. O'Neal  
Katherine C. O'Neal  
Notary Public.

*Filed May 12, 1969*

5  
MARY MARJORIE CALLAHAN  
Centreville, Maryland

vs.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife,  
address unknown

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5047

ORDER OF PUBLICATION

The object of this suit is to have a declaratory decree construing the Installment Contract of Sale and having the same declared null and void and for such other and further relief as may be required in the premises.

The Petition recites that on October 9, 1957, the Plaintiff and her husband, Lawrence M. Callahan, who is now deceased and departed this life on December 4, 1957, as Sellers, entered into an Installment Contract of Sale with William Ferrell North and Rosie G. North, his wife, as Buyers, for the sale of certain real estate owned by said Lawrence M. Callahan and Mary Marjorie Callahan, his wife, as tenants by the entirety, and which property is located in the Third Election District of Queen Anne's County, Maryland, situate east of the Centreville-Queenstown public road known as Md. Rt. No. 18, consisting of two parcels of land and being all the land owned by the aforesaid Sellers in this tract which had not been conveyed out by deed or was under an installment of contract of sale, all of which matters more fully appear in said Installment Contract of Sale which is recorded among the land records of Queen Anne's County in Liber T.S.P. No. 37, folio 253.

The Petition further recites that the Contract provided that the Buyers would pay to the Sellers the full sum of \$2,800.00 for the purchase price of said property, which principal balance with interest at the rate of 6% per annum was to be paid by the Buyers to the Sellers in 96 consecutive monthly installments of \$36.80 each, including interest, commencing October 15, 1957, and payable on the 15th day of each and every month thereafter until fully paid, and upon payment of the purchase money, the Sellers agreed to convey to the Buyers a good, merchantable title by deed.

The Petition further recites that during the continuance of said Contract, the Buyers were to pay to the Sellers their pro rata share of the State and County taxes attributable to the real estate to be sold. The Contract further provided that time was the essence of the agreement and should the Buyers fail to make any payments hereinabove provided, the Sellers had the right to declare said Contract void, and all amounts paid prior to the time of such default shall be and become the property of the Sellers and shall be retained by the Sellers as liquidated damages for the breach of the Contract, and the Sellers shall serve written notice of their intention to terminate the Contract and declare the same null and void, which notice shall be addressed to the Sellers at their last known address and giving them at least thirty days notice before any such action shall become final and effective, and should the Buyers comply with the terms and conditions of the notice in respect to which the default had occurred during the thirty day period, then the Contract shall continue and remain in force and effect.

The Petition further recites that thereafter the Buyers failed to make any installment payments on the purchase price of said land and as a consequence thereof on March 21, 1969, your Petitioner did by certified mail, return receipt, forward notice to declare said Contract null and void to William Ferrell North and Rosie G. North, addressed to them at R.F.D. #3, Centreville, Maryland, their last known address.

The Petition further recites that said letter with certification attached, was returned to your Petitioner by the Centreville, Maryland, Post Office on or about April 15, 1969, as unclaimed.

The Petition further recites that because of the said Installment Contract of Sale being upon the land records of Queen Anne's County and your Petitioner being unable to reach or notify by mail the Buyers of her termination of said Contract, a cloud has been created upon the title to said real estate, which impairs the marketability and which real estate is owned by your Petitioner as surviving tenant by the entirety by virtue of a certain deed from Lillian C. Rouse to Lawrence Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, dated June 9, 1955, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 22, folio 164.

The Petition further recites that the last known address of the Buyers is R.F.D. #3, Centreville, Maryland, and although your Petitioner has made diligent search, she has been unable to locate the Buyers within the State of Maryland, and has no knowledge of where their address is.

It is thereupon this 12<sup>th</sup> day of May, 1969, 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 Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 12<sup>th</sup> day of June, 1969, shall give notice to William Ferrell North and Rosie G. North, his wife, whose addresses are unknown, of the object and substance of the Petition, warning them and each of them to appear in this Court, in person or by attorney, on or before the 14<sup>th</sup> day of July, 1969, and show cause, if any they or any of them have, why a decree should not be passed as prayed.

Charles W. Cecil  
Clerk

*Filed May 12, 1969*

6/ MARY MARJORIE CALLAHAN

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife,

IN EQUITY No. 5047

AFFIDAVIT BEFORE DECREE PRO CONFESSO

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

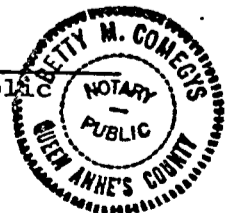
On this 14th day of July, 1969, comes J. Thomas Clark, Attorney for Mary Marjorie Callahan, the Petitioner and Plaintiff in the above entitled cause of action, and after being duly sworn does depose and say: that prior to the institution of this suit, after much inquiry, I was able to locate William Ferrell North's father in Denton, Maryland, who claimed he did not know the whereabouts nor the address of his son and that he heard from his son on occasions and would have his son contact me, that thereafter the said William Ferrell North did contact me by phone and informed me that he and his wife were living together and not separated as I inquired, and at which time I informed him that the Installment Contract of Sale which embodies this suit was overdue and that demand would be made upon them for the payment of the balance then due with all interest which might have accrued within the time specified in the Installment Contract of Sale or that the agreement would be then and there terminated as therein provided. At that time I informed Mr. North that my client had sold the property embodied in this suit, and which had been sold to he and his wife under the Installment Contract of Sale, to another person and that this person had started to build a house on the same. Mr. North thereupon hung up and said he would be in contact with either me or my client. Thereafter by phone he contacted both me and my client and refused to divulge his or his wife's address and made demands in large sums of money to relinquish any interest he had in this agreement and at the same time, both to me and my client, refused to give any address or telephone number by which he could be contacted and since that time we have heard nothing from him. That because of this fact no further attempt has been made to notify the defendants, William Ferrell North and Rosie G. North, except by publication in a local newspaper of the Order of Publication.

And this Affiant further makes oath that to the best of his knowledge and belief, neither William Ferrell North nor Rosie G. North are in the military service of the United States, nor have they been within three months prior to May 12, 1969.

*J. Thomas Clark*  
\_\_\_\_\_  
J. Thomas Clark

SUBSCRIBED and SWORN to before me this 14th day of July, 1969, as WITNESSETH my hand and Notarial Seal.

*Betty M. Conroy*  
\_\_\_\_\_  
Notary Public



*Filed July 14, 1969*

LIBER

5 PAGE 683

## LEGAL NOTICES

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

No. 5047

MARY MARJORIE  
CALLAHAN  
Centreville, Maryland

VS.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his  
wife,

address unknown

ORDER OF PUBLICATION

The object of this suit is to  
have a declaratory decree  
construing the Installment  
Contract of Sale and having the  
same declared null and void and  
for such other and further relief  
as may be required in the  
premises.

The Petition recites that on  
October 9, 1957, the Plaintiff  
and her husband, Lawrence M.  
Callahan, who is now deceased  
and departed this life on  
December 4, 1957, as Sellers,  
entered into an Installment  
Contract of Sale with William  
Ferrell North and Rosie G.  
North, his wife, as Buyers, for  
the sale of certain real estate  
owned by said Lawrence M.  
Callahan and Mary Majorie  
Callahan, his wife, as tenants by  
the entirety, and which  
property is located in the Third  
Election District of Queen  
Anne's County, Maryland,  
situate east of the Centreville-  
Queenstown public road known  
as Md. Rt. No. 18, consisting of  
two parcels of land and being  
all the land owned by the  
aforesaid Sellers in this tract  
which had not been conveyed  
out by deed or was under an  
installment of contract of sale,  
all of which matters more fully  
appear in said Installment  
of Contract of Sale which is  
recorded among the land  
records of Queen Anne's  
County in Liber T.S.P. No. 37,  
folio 253.

The Petition further recites that the Contract provided that the Buyers would pay to the Sellers the full sum of \$2,800.00 for the purchase price of said property, which principal balance with interest at the rate of 6 percent per annum was to be paid by the Buyers to the Sellers in 96 consecutive monthly installments of \$36.80 each, including interest, commencing October 15, 1957, and payable on the 15th day of each and every month thereafter until fully paid, and upon payment of the purchase money, the Sellers agreed to convey to the Buyers a good, merchantable title by deed.

The Petition further recites that during the continuance of said Contract, the Buyers were to pay to the Sellers their pro rata share of the State and County taxes attributable to the real estate to be sold. The Contract further provided that time was the essence of the agreement and should the Buyers fail to make any payments hereinabove provided, the Sellers had the right to declare said Contract void, and all amounts paid prior to the time of such default shall be and become the property of the Sellers and shall be retained by the Sellers as liquidated damages for the breach of the Contract, and the Sellers shall serve written notice of their intention to terminate the Contract and declare the same null and void, which notice shall be addressed to the Sellers at their last known address and giving them at least thirty days notice before any such action shall become final and effective, and should the Buyers comply with the terms and conditions of the notice in respect to which the default had occurred during the thirty day period, then the Contract shall continue and remain in force and effect.

The Petition further recites that thereafter the Buyers failed to make any installment payments on the purchase price



## LEGAL NOTICES

of said land and as a consequence thereof on March 21, 1969, your Petitioner did by certified mail, return receipt, forward notice to declare said Contract null and void to William Ferrell North and Rosie G. North, addressed to them at R.F.D. No. 3, Centreville, Maryland, their last known address.

The Petition further recites that said letter with certification attached, was returned to your Petitioner by the Centreville, Maryland, Post Office on or about April 15, 1969, as unclaimed.

The Petition further recites that because of the said Installment Contract of Sale being upon the land records of Queen Anne's County and your Petitioner being unable to reach or notify by mail the Buyers of her termination of said Contract, a cloud has been created upon the title to said real estate, which impairs the marketability and which real estate is owned by your Petitioner as surviving tenant by the entirety by virtue of a certain deed from Lillian C. Rouse to Lawrence Callahan and Mary Marjorie Callahan, his wife, as tenants by the entireties, dated June 9, 1956, and recorded among the land records of Queen Anne's County in Libert T.S.P. No. 22, folio 164.

The Petition further recites that the last known address of the Buyers is R.F.D. No. 3, Centreville, Maryland, and although your Petitioner has made diligent search, she has been unable to locate the Buyers within the State of Maryland, and has no knowledge of where their address is.

It is thereupon this 12th day of May, 1969 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 Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 12th day of June, 1969, shall give notice to William Ferrell North and Rosie G. North, his wife, whose addresses are unknown, of the object and substance of the Petition, warning them and each of them to appear in this Court, in person or by attorney, on or before the 14th day of July, 1969, and show cause, if any they or any of them have, why a decree should not be passed as prayed.

Charles W. Cecil  
Clerk

Filed May 12, 1969

True Copy

Test: Charles W. Cecil Clerk

4-T, 5/15

1 *The Bay Times*

P.O. Box 44, Stevensville, Md. 21666 June 21, 1969

THE BAY TIMES, a body corporate, does hereby certify that the  
Order of Publication

in the case/estate of Mary Marjorie Callahan vs.  
William Ferrell North  
and Rosie G. North

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 12th day of June, 1969 and that the first insertion of said advertisement in said BAY TIMES was on the 15th day of May, 1969, and the last insertion on the 5th day of June, 1969

THE BAY TIMES

By Mary J. Keenle

*Filed July 14, 1969.*

LIBER

5 PAGE 687

8  
MARY MARJORIE CALLAHAN  
Centreville, Maryland

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY No. 5047

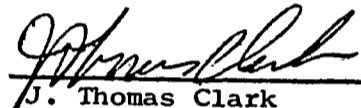
vs.

William FERRELL NORTH  
and ROSIE G. NORTH, his wife,  
address unknown

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

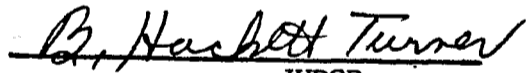
MARY Marjorie Callahan, Plaintiff, by J. Thomas Clark, her attorney, moves pursuant to Maryland Rules 310 b for Decree Pro Confesso against William Ferrell North and Rosie Ferrell North, his wife, Defendants, for failure to comply with the requirements as to time for pleading in that no Answer has been filed by the Defendants, the time for filing the Answer expired on July 14, 1969, and the said pleading has not been filed.

  
\_\_\_\_\_  
J. Thomas Clark  
Attorney for Plaintiff

*Filed July 14. 1969*

DECREE PRO CONFESSO

9  
Upon the motion of the Plaintiff heretofore filed in this cause, it is this 14<sup>th</sup> day of July, 1969, ORDERED BY the Circuit Court for Queen Anne's County, in Equity, that the bill of complaint Mary Marjorie Callahan is taken pro confesso against William Ferrell North and Rosie G. North, his wife, and the papers are referred to an examiner of this court to take testimony to support the allegations of the bill.

  
\_\_\_\_\_  
B. Hackett Turner  
JUDGE

*Filed July 14. 1969*

10/

MARY MARJORIE CALLAHAN

vs.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5047

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, did, at the request of J. Thomas Clark, Solicitor for the Complainant, at his office, 118 North Commerce Street, Centreville, Maryland, on Friday, July 25, 1969, at 2:30 o'clock p.m., after swearing the witnesses and the stenographer, proceed to take their testimony; I hereby further certify that I was present during the taking of said testimony, and I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony.

10/

LAW OFFICES  
J. THOMAS CLARK  
118 N. COMMERCE STREET  
CENTREVILLE, MD. 21617

*Wachel A. Downes, Jr.*  
Wachel A. Downes, Jr.  
Examiner

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY No. 5047

MARY MARJORIE CALLAHAN

vs.

WILLIAM FERRELL NORTH and  
ROSIE G. NORTH, his wife

Mr. Clerk: Please file the enclosed testimony and exhibits in the above entitled case.

*Wachel A. Downes, Jr.*  
Wachel A. Downes, Jr.  
Examiner

LIBER

5 MAY 689

The first witness, on behalf of the Complainant, having been duly sworn, did depose and say:

Questions by the Examiner:

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

A: Mary Marjorie Callahan, 123 North Commerce Street, Centreville, Maryland, I am 64 years of age.

Q: Is there any other pending or prior litigation between you and the other parties to this suit?

A: No.

Questions by Mr. Clark:

Q: Would you please state whether or not you and your husband, the late Lawrence M. Callahan, were the owners as tenants by the entireties of a parcel of land, situate, lying and being near Pearlee, in the Third Election District of Queen Anne's County, a part of which fronts on the old Maryland Route No. 18, which leads from Centreville to Queenstown?

A: Yes.

Q: When and from whom did you acquire this property?

A: We acquired it by deed from Lillian C. Rouse on or about the 9th day of June, 1955.

Q: What was the consideration?

A: \$8,000.00.

Q: I show you this deed marked Plaintiff's Exhibit "C" and ask you if you can identify it.

A: Yes, it appears to be a photocopy of the deed by which we acquired this property and which is recorded among the land records of Queen Anne's County in Liber T.S.P. No. 22, folio 164.

Mr. Clark: Offered into evidence is this deed and I ask that it be marked Examiner's Exhibit No. 1 to this testimony.

Q: Will you please state whether or not thereafter you and your husband entered into an Installment Contract of Sale to sell a part of the same unto William Ferrell North and Rosie G. North, his wife?

A: Yes, we entered into an Installment contract of sale to sell a part of this real estate on the 9th day of October, 1957, for the sum of \$2,800.00 to be paid in 96 monthly installments of \$36.80, which included interest at the rate of 6% commencing on October 15, 1957, and payable on the 15th day of each month thereafter until paid.

Q: I show you a photocopy and ask you if you can identify it.

Page 2

A: Yes, this is a photocopy of the Installment Contract of Sale my husband and myself entered into with William Ferrell North and Rosie G. North.

Q: Was this Contract recorded among the land records?

A: Yes, it was recorded on October 10, 1957, among the land records of Queen Anne's County in Liber T.S.P. No. 37, folio 253.

Mr. Clark: Offered into evidence is the Installment Contract of Sale which is marked Plaintiff's Exhibit "A" and I ask that it be marked Examiner's Exhibit No. 2 to this testimony.

Q: When did your husband depart this life, Mrs. Callahan?

A: On December 4, 1967.

Q: Upon the death of your husband, will you state whether or not, the real estate involved in this proceeding vested in you as sole surviving tenant by the entirety?

A: Yes, because that is the way we held the property.

Q: How much do Mr. and Mrs. North owe you under the Contract?

A: Including the principal debt, interest, and taxes, it is approximately \$5,500.00.

Q: Will you state whether or not they have paid anything on this Installment Contract of Sale?

A: So far as I know, they have paid nothing. My husband took care of most of the business matters, however, he discussed financial details with me and so far as I know, the Norths never paid anything.

Q: Did your husband keep regular books of accounts?

A: Yes.

Q: And as far as you know, you have never found any record of any account where any payments were made on this property?

A: That's right.

Q: What is the last known address of Mr. and Mrs. North?

A: The last known address that I have been able to ascertain it was R.F.D. No. 3, Centreville, Maryland.

Q: Pursuant to this Contract, will you state whether or not you sent notice to Mr. and Mrs. North at their last known address that you intended to terminate this Contract and declare the same null and void and gave them 30 days in which to pay any and all arrearage?

A: Yes, I did.

Page 3

Q: Is this the letter which was sent to Mr. and Mrs. North, addressed at R.F.D. No. 3, Centreville, Maryland, and which was returned for the fact that it was unclaimed?

A: Yes.

Q: I hand you the letter contained therein and ask you if that is your signature?

A: Yes.

Mr. Clark: Offered into evidence is this letter marked Plaintiff's Exhibit B and I ask that it be marked Examiner's Exhibit No. 3 to this testimony.

Q: Do you<sup>know</sup>/if Mr. and/or Mrs. North were apprised personally that you intended to declare the contract null and void because of failure to make the payments according to the terms of the Installment Contract of Sale to the real estate which is the subject of this suit?

A: Mr. Trippe Callahan, who is the co-executor of my husband's estate, contacted him and also you, Mr. J. Thomas Clark, who represents me in this matter, contacted him and I was informed by both that Mr. North was apprised of my intentions to declare the Contract null and void and of the amount due under the Contract of principal, interest and taxes. I also tried to get his address but he refused to disclose his address to me.

Q: Mrs. Callahan, is it still your wish and desire to have the Court construe your rights under this Contract?

A: Yes.

Q: Is it your further desire to have this Contract declared null and void?

A: Yes.

Q: Is there anything else you would like to add?

A: Yes, without realizing it, during the past year, I sold this property to another purchaser and thereafter when he attempted to obtain a loan from a lending institution, it was discovered that this Installment Contract of Sale of this real estate had been recorded and was unreleased and was a cloud upon the title to the same. This person has started to erect a home upon the premises. After many attempts, Mr. North was reached by me and my representatives in regard to the matter and from the information I received both personally and from my representatives, his attitude was that he was just trying to hold me up for as much money as he could get out of me and bleed me and since I had sold this property to another person I wanted to do the best I could about reaching an agreement with Mr. North. But I could make no agreement with him. I notified Mr. North that no payments had been made on this account, which he did not deny. He refused to give me his address and would only

Page 4

state that he and his wife were together.

The second witness, on behalf of the Complainant, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, address and occupation.

A: E. Trippe Calahan, Queen Anne, Maryland, farmer.

Q: Do you know the parties to this suit, Mary Marjorie Callahan and William Ferrell North and Rosie G. North, his wife?

A: Yes, I know Mary Marjorie Callahan, she is my sister-in-law, and I have known her for many years. I do not know the Norths personally, but I knew who they were and have seen them in Centreville, but I haven't seen them around here lately.

Q: State whether or not Lawrence M. Callahan is deceased.

A: Yes, he is.

Q: When did he die?

A: December 4, 1967.

Q: Would you state whether or not you have any official connection with his estate.

A: Yes, I am co-executor of his estate.

Q: As such co-executor you have been in a position to have possession of and inspect his records of account, if any he had, is that correct?

A: Yes.

Q: State whether or not he kept records of accounts?

A: Yes, he did.

Q: In these records of accounts, were you able to find any record of payments made by William Ferrell North and Rosie G. North or either of them to Mr. Callahan or his wife?

A: No, I could find none.

Q: Were you familiar with the land installment Contract of Sale for the sale of this land near Pearlee?

A: I have become familiar with it since his death.



- Q: Will you state whether or not, through your efforts, this property as been recently sold by Mrs. Callahan?
- A: Yes and the purchaser has taken possession.
- Q: Has Mrs. Callahan been able to give the purchaser a good, merchantable title to the same?
- A: No, because of the land installment Contract which is the subject of this suit being unreleased upon the land records of Queen Anne's County.
- Q: As a result of this cloud, will you state whether or not you have attempted to contact Mr. North?
- A: Yes.
- Q: How?
- A: I went to see his father and talked with him and he told me that he had no address for his son, William Ferrell North, and didn't know where he was so he could not give me any information as to how to get in touch with him.
- Q: Were you and your brother, Lawrence M. Callahan, friendly?
- A: Very friendly.
- Q: How often did you see him prior to his death?
- A: At least once a week.
- Q: Did he ever discuss his business with you?
- A: Quite a bit.
- Q: Did you ever hear him or the Plaintiff, his wife, say anything about any payments made by the Norths in regard to this Contract of Sale?
- A: I had no knowledge of it until after my brother's death.

The third witness, on behalf of the Complainant, having been duly sworn, did depose and say:

Questions by the Examiner:

- Q: State your name, age, residence and occupation.
- A: J. Thomas Clark, 53, Centreville, Maryland, Attorney at Law.
- Q: What, if any, knowledge do you have with respect to this case?
- A: I was retained by Mrs. Callahan and E. Trippe Callahan, one of the co-executors, to check into this matter to obtain a merchantable title to the same.
- Q: What did you find?


Page 6

A: I found that upon the land records there was a deed, which has been introduced as Examiner's Exhibit No. 1, in which Lawrence M. Callahan and Mary Marjorie Callahan, his wife, acquired title to the same along with other lands and that thereafter on the land records was a land installment contract to the land in question between Lawrence M. Callahan and Mary Marjorie Callahan, his wife, as Sellers, and William Ferrell North and Rosie G. North, his wife, as Buyers, which has been introduced as Examiner's Exhibit No. 2. Both of these exhibits are photocopies of the land records which I had taken from the record books in this County. Thereafter, I contacted Mr. R. C. North of Denton, Maryland, by telephone, who informed me that William Ferrell North was his son and further informed me that he did not know where his son was, that he did not know when his son would contact him and that he travelled all over the United States. I explained to Mr. R. C. North about the land installment contract which had been testified to here and about the later sale by Mrs. Callahan. He then advised me that he would give the message to his son when he called. About two or three weeks later, William Ferrell North called me one day at which time I apprised him of the facts and further informed him of the amount due on the principal, interest and taxes, which was approximately \$5,500.00, if he desired to take up the Contract. I told him that my client, Mrs. Callahan, was preparing a letter to inform he and his wife of such matters in accordance with the terms of the land installment Contract and that he would be given 30 days in which to make the payment of his rights would be thereafter declared null and void under the Contract as to both himself and his wife. At this time he informed me that he and his wife were together, refused to disclose his address and made demands for payments of large sums of money to release his and his wife's interest in the Contract. At this time I informed him that the last known address that my client knew for he and his wife was R.F.D. Centreville, Maryland, and he refused to disclose any other information as to where he could be contacted and informed me that I would be hearing from his attorney. I also suggested that he contact either Mrs. Callahan, and gave him her telephone number, or E. Trippe Callahan, and gave him his telephone number, in regard to this matter. I have heard nothing from him since that time.

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

Vachel A. Downes, Jr., Examiner-----\$10.00  
Betty M. Comegys, Stenographer-----\$25.00

And I do hereby further certify that said testimony was commenced at 2:30 o'clock p.m. and ended at 3:45 o'clock p.m., or a period of One Hour and Fifteen minutes.

  
Examiner

Filed Aug 8, 1969

LIBER

5 REC 695

For Examiner's Exhibits 1, 2 and 3 filed August 8, 1969, see Plaintiff's Exhibits "C", "A" and "B", respectively, filed May 12, 1969.

MARY MARJORIE CALLAHAN  
Centreville, Maryland

vs.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife,  
address unknown

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

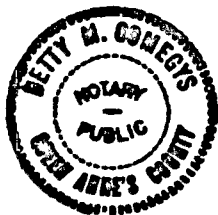
No. 5047

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 29th day of August, 1969, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared J. Thomas Clark, Attorney for the Plaintiff in the above entitled cause, and made oath in due form of law that on August 1, 1969, he did mail to William Ferrell North and Rosie G. North, c/o R. C. North, Denton, Maryland 21629, by certified mail, return receipt requested, a copy of the Order of Publication in this cause, and that on August 21, 1969, the same was returned by reason of "Refused, Address of Addressee unknown", said receipt and letter are attached hereto and marked Exhibit No. 1. And at the same time he did further make oath in due form of law that the said defendants in this cause were not in the military service of the United States within three months prior to May 12, 1969, and have not been since that time.

WITNESSETH my hand and Notarial Seal.



*Betty M. Corie's*  
Notary Public

*Filed Aug. 29. 1969*

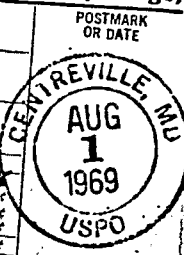
No. 073606

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO  
 STREET AND NO. *William Ferrell North*  
 CITY, STATE AND ZIP CODE *1/2 R. 2 North Denton Md. 21029*

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES	1. Shows to whom and date delivered With delivery to addressee only	60¢
	2. Shows to whom, date and where delivered With delivery to addressee only	35¢
DELIVER TO ADDRESSEE ONLY		85¢
SPECIAL DELIVERY (2 pounds or less)		50¢
		30¢



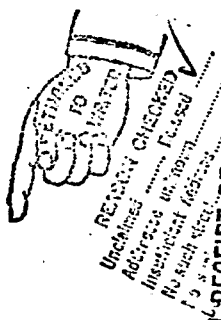
POD Form 3800 Sep. 1968  
 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)



~~William Ferrell North  
 Rosie G. North  
 c/o R. C. North  
 Denton, Maryland 21029~~

*Return to address  
 of sender*

LAW OFFICES  
 J. THOMAS CLARK  
 118 N. COMMERCE STREET  
 CENTREVILLE, MD. 21617



RETURN RECEIPT REQUESTED  
**CERTIFIED MAIL**  
 No 073606

EXHIBIT #1

12  
MARY MARJORIE CALLAHAN

vs.

WILLIAM FERRELL NORTH  
and ROSIE G. NORTH, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5047

DECREE

The cause having come on for hearing and the papers having been read and considered, it is this 29<sup>th</sup> day of August, 1969, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, that the Conditional Contract of Sale of real estate dated October 9, 1957, by and between Mary Marjorie Callahan and the late Lawrence M. Callahan, her husband, Sellers and Plaintiff, and William Ferrell North and Rosie G. North, his wife, Buyers and Defendants, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 37, folio 253, because of the said Defendants' breach of the covenants and conditions, is hereby declared to be null and void.

IT IS FURTHER ORDERED that the Plaintiff shall pay the costs of these proceedings.

B. Herbert Turner, Jr.  
JUDGE

Filed Aug. 29. 1969

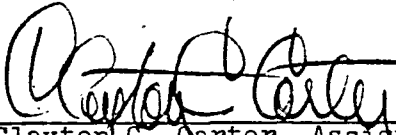
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-eighth day of August, nineteen hundred and sixty-nine, the following Order to Docket Suit was brought to be recorded, to wit:

CLAYTON C. CARTER, : IN THE CIRCUIT COURT  
Assignee :  
204 N. Commerce St. : FOR  
Centreville, Maryland 21617 : QUEEN ANNE'S COUNTY  
vs. : IN EQUITY NO. 5074  
BERTHA R. TRUSTY and :  
PERRY TRUSTY, her husband, : 15.00  
Both now deceased : 8.21147

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK

You will please docket suit as per above titling for foreclosure of the mortgage from Bertha R. Trusty and Perry Trusty, her husband, to Queenstown Bank of Maryland, dated February 28, 1950, recorded among the land records of Queen Anne's County in Liber N.B.W. No. 5 folio 345, 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; the said mortgage and note having been duly assigned to 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, Assignee  
204 N. Commerce Street  
Centreville, Maryland 21617  
Telephone: 758-1680

Filed Aug 28, 1969

MILITARY AFFIDAVIT

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of August, 1969, 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 Bertha R. Trusty and Perry Trusty are both now deceased.

  
Clerk of the Circuit Court

Filed Aug 28, 1969



This Mortgage, Made this twenty-eighth day of February,

in the year nineteen hundred and ~~xxx~~ fifty,

by Bertha R. Trusty and Perry Trusty, her husband, "Mortgagors",

of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Bertha R. Trusty and Perry Trusty, her husband, have borrowed from the body corporate, The Queenstown Bank of Maryland, the full sum of Five Hundred and Fifty-five \_\_\_\_\_ Dollars (\$ 555.00 ), as evidenced by their promissory note bearing even date herewith, to be repaid, with interest semi-annually, at the rate of six per cent per annum, at the expiration of one year from the date of these presents, to secure the payment of which sum with interest, as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said Bertha R. Trusty and Perry Trusty, her husband, do hereby grant and convey unto the said body corporate, The Queenstown Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of land improved by a frame dwelling house, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, within the town limits of Centreville, with a frontage on lower Kidwell Street or Holton Lane of thirty feet and a depth of one hundred and eighty feet, bounded on the north and west sides thereof by the lot of Edward Barton, on the south and east side by the lot of William or Rosie Rich, and in the rear by the lot of Sol. Raily or John Rozier.

BEING the same property devised unto Bertha R. Trusty by Laura Rozier, her mother, by Will probated the 16th day of April, 1946, and recorded in Queen Anne's County Will Record Book N.S.D., No. 1, folio 420; and being the same property conveyed unto the said Laura Rozier by Joseph A. Holton and others by deed dated May 16, 1889, and recorded in Liber W.D., No. 3, folio 124, a Land Record Book for Queen Anne's County.

*Filed Aug 28, 1969*

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that in the event of a sale of the above described property under the power of sale herein after expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Mortgagors, their

heirs, executors, administrators or assigns, shall well and truly pay to the said Mortgagee, its

successors,  
~~xxxxxxx~~ or assigns, the aforesaid sum of Five Hundred and Fifty-five Dollars (\$555.00), and the interest to accrue thereon, when and as the same shall become due and payable,

as above set forth, and shall perform all the covenants, conditions and agreements therein on her, his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their

heirs and assigns shall possess said property.

LIBER

5 NOV 701



AND the said Mortgagors, for themselves and for their

heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mortgagee, its

successors, ~~executors~~ or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, ~~executors or assigns~~ or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mortgagee, its successors, ~~executors or assigns~~ 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, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash or credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making the sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mortgagors, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Mortgagee, its successors or assigns, or JOHN PALMER SMITH, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertising, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagors, for themselves and

for their heirs, executors, administrators and assigns, hereby covenant to pay.  
Witness the hands and seals of the Mortgagors.

TEST as to both Mortgagors:  
J. West Thompson, Jr.  
J. West Thompson, Jr.

Bertha R. Trusty (SEAL)  
Bertha R. Trusty  
Perry Trusty (SEAL)  
Perry Trusty

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

I HEREBY CERTIFY, that on this 28th day of February, 1950, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bertha R. Trusty and Perry Trusty, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed. And at the same time also before me personally appeared John Palmer Smith, Attorney and Agent for the body corporate, The Queenstown Bank of Maryland, Mortgagee, and made oath in due form of law that the consideration stated in the within mortgage is true and bona fide as therein set forth, and that he is the duly authorized Attorney and Agent of the Mortgagee to make said oath.

Witness my hand and notarial seal.



J. West Thompson, Jr.  
West Thompson, Jr.,  
Notary Public.

The undersigned does hereby transfer and assign the within mortgage and mortgage indebtedness to Clayton C. Carter, his personal representatives, and assigns, for the purpose of collection by foreclosure or otherwise.

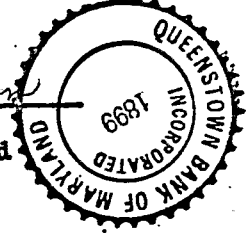
AS WITNESS the hand of said body corporate by John W. Gibson, Chairman of the Board of Directors, and its corporate seal affixed, both duly attested, this 20th day of August, 1969.

ATTEST:

QUEENSTOWN BANK OF MARYLAND

BY: *Albert V. Stant*  
 Albert V. Stant  
 Its Cashier

BY: *John W. Gibson*  
 John W. Gibson  
 Chairman of the Board



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

I HEREBY CERTIFY THAT  
 THIS Assignment WAS  
 RECEIVED FOR RECORD THIS 28th  
 DAY OF Aug. 19 69 AT 11:30 A.M.  
 RE 31147 AND RECORDED IN  
 LIBER N.B.W. no 5 of 347 Land  
 RECORD BOOK FOR QUEEN ANNE'S  
 COUNTY

*Charles W. Cecil* CLERK.  
 200p.

CLAYTON C. CARTER, Assignee 204 N. Commerce Street Centreville, Maryland 21617	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BERTHA R. TRUSTY and PERRY TRUSTY, her husband, Both now deceased	:	IN EQUITY NO. 5074

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of Clayton C. Carter, Assignee of Mortgage from Bertha R. Trusty and Perry Trusty, her husband, to Queenstown Bank of Maryland, dated February 28, 1950, and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 5 folio 345:

Unpaid balance of principal amount of mortgage note dated February 28, 1950, as of February 28, 1969	\$ 241.95
Plus interest from February 28, 1969 to August 27, 1969	7.30
	\$ 249.25

STATE OF MARYLAND  
 QUEEN ANNE'S COUNTY, set:

I HEREBY CERTIFY, that on this <sup>28<sup>th</sup></sup> day of August, 1969, 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 Aug 28, 1969

344 0170

LIBER 5 PAGE 704

RECEIVED FOR RECORD Sept 22, 1969 1 PAGE 336

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

5

KNOW ALL MEN BY THESE PRESENTS:

That we CLAYTON C. CARTER, Assignee of Mortgage, of Queen Anne's County, Maryland,

Chancery No. 5074 as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND and 00/100 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.

Scaled with our seals and dated this 22nd day of September in the year of our Lord nineteen hundred and sixty-nine.

Whereas, the above bounden Clayton C. Carter, Assignee

by virtue of the power contained in a mortgage from Bertha Trusty and Perry Trusty, her husband

to Queenstown Bank of Maryland bearing date the 28th day of February, 1950 and recorded

among the mortgage records of Queen Anne's County in Liber N.E.W. No. 5 Folio 345 and by assignment vested in Clayton C. Carter

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Clayton C. Carter, Assignee, does

not 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 Clayton C. Carter, Assignee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:  
Maddy E. Wooters

Clayton C. Carter (SEAL)  
Assignee  
Clayton C. Carter

Witness:  
Mailee H. Thompson  
As to Surety

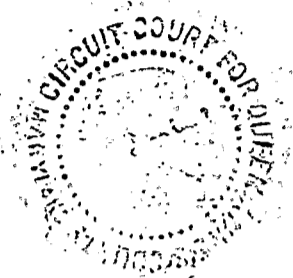
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By Ray L. Johns Attorney-in-Fact

MD322a-500, 11-59 153723  
Mortgagee or Attorney's Bond

*Security approved and Bond filed Sept 22, 1969.  
Cheney 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 336, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of September in the year nineteen hundred and sixty-nine.

Charles W. Cecil

Clerk

CLAYTON C. CARTER, Assignee	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
BERTHA R. TRUSTY and PERRY TRUSTY, her husband	:	IN EQUITY
	:	CHY. 5074

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 Bertha R. Trusty and Perry Trusty, her husband, by mortgage dated February 28, 1950, and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 5 folio 345, 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 February 28, 1950, in the amount of Five Hundred Fifty-five Dollars (\$555.00) 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 to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal and interest payable under the terms of a renewed mortgaged note, when due, said Mortgagee assigned said note and mortgage to Clayton C. Carter for collection by foreclosure or otherwise; 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 Two Thousand Dollars (\$2,000.00), 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.

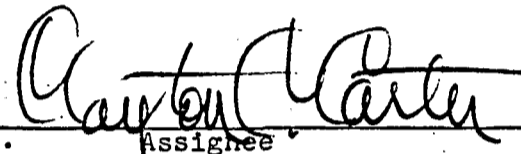
4. That before making a sale of the mortgaged property, the subscriber gave notice of the time, place and terms thereof, by advertisement in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, a certificate of the publication thereof being filed with this report, such 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 74a2; the said notice being not less than twenty (20) days prior to the day of sale.

5. That pursuant to the advertised notice of sale, the subscriber did attend in front of the Court House in Centreville,

Maryland, on the 25th day of September, 1969, 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 abovementioned 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 William Leon Taylor and Mary V. Taylor, his wife, as tenants by the entirety, they being then and there the highest bidders therefor, at and for the sum of TWO THOUSAND DOLLARS (\$2,000.00).

6. That the said purchasers have complied with the terms of the sale by paying unto the subscriber the sum of FOUR HUNDRED DOLLARS (\$400.00), representing one-twentieth (1-20th) of the purchase price of the herein mentioned property.


Respectfully submitted:

  
\_\_\_\_\_  
Assignee

STATE OF MARYLAND,

COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this *29<sup>th</sup>* day of September, 1969, 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.

  
\_\_\_\_\_  
Clerk

*Filed Sept 29, 1969*

**ASSIGNEE'S SALE**  
**of desirable**  
**HOUSE AND LOT**  
**in Centreville**

Default having occurred in the terms of a mortgage from Bertha R. Trusty and Perry Trusty, her husband, dated February 28, 1950, recorded among the land records of Queen Anne's County in Liber N.B.W. No. 5 folio 345, and duly assigned to Clayton C. Carter, for 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 Courthouse  
Centreville, Maryland  
on

**THURSDAY, SEPTEMBER 25, 1969**

at  
1:30 o'clock P.M.

The following described real estate, to wit:

ALL that lot of land situate, lying and being in the Town of Centreville, Queen Anne's County, Maryland, on the Southwest side of Little Kidwell, adjoining the lot of Edward W. Barton and wife on the Northwest, the lot of William Mitchell on the Southeast and the lot of Ida E. Roser on the Southwest, having a frontage on Little Kidwell of 30' and a depth of 180'.

BEING the same property devised unto Bertha R. Trusty by Laura Rozier, her mother, by Will probated the sixteenth day of April, 1946, and recorded in Queen Anne's County Will Record Book N.S.D. No. 1 folio 420; and being the same property conveyed unto the said Laura Rozier by Joseph A. Holton and others by deed dated May 16, 1889 and recorded in Liber W.D. No. 3 folio 124, Land Record Book for Queen Anne's County.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being.

IMPROVED by a two-story fab shingle dwelling house with composition roof and front and rear porches.

TERMS OF SALE: A deposit of 20% 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. Taxes and all other assessments and charges will be adjusted as of the tenth day after the ratification of the sale by the Court. All transfer expenses, including recordation tax stamps and transfer tax, will be paid by the Purchaser.

CLAYTON C. CARTER  
Assignee

Jos. A. Jackson, Jr., Auctioneer

3t-9-18

LIBER

5 PAGE 707

1

Queen Anne's  
**RECORD-OBSERVER**

Centre ville, Md., Sept. 26, 1969.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale

in the case/estate of Bertha R. Trusty and Perry Trusty

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centre ville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 25th day of September, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of Sept. 1969, and the last insertion on the 18th day of September, 1969.

THE RECORD-OBSERVER CORPORATION

By Norothy M. Thomas

Filed Sept 29, 1969

8/

**ORDER NISI ON SALE**

Clayton C. Carter, Assignee

vs.

Bertha R. Trusty and  
Perry Trusty, her husband,  
Both now deceased.

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

Cause No. 5074

**ORDERED**, this 29th day of September, 1969, 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 30th day of October, 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 23rd day of October, 1969.

The report states the amount of sales to be \$ 2000.00

Charles W. Cecil Clerk

Filed September 29, 1969

LEGAL NOTICES

Order Nisi On Sale

In the Circuit Court for Queen Anne's County In Equity Cause No. 5074 Clayton C. Carter, Assignee vs.

Bertha R. Trusty and Perry Trusty, her husband, Both now deceased.

ORDERED, this 29th day of September, 1969, 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 30th day of October, 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 23rd day of October, 1969.

The report states the amount of sales to be \$2000.00.

CHARLES W. CECIL, Clerk Filed: September 29, 1969

True Copy Test: Charles W. Cecil, Clerk 3t-10-16

9

Queen Anne's

RECORD-OBSERVER

October 28 1969 Centreville, Md.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi On Sale

in the case/estate of Bertha R. Trusty

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 23rd day of October, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of October 1969, and the last insertion on the 16th day of October 1969

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Thomas

Filed Oct 28, 1969

10

CLAYTON C. CARTER, ASSIGNEE

VS

BERTHA R. TRUSTY and PERRY TRUSTY, her husband, BOTH NOW DECEASED

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHY NO. 5074

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, sct:

I HEREBY CERTIFY, that on this 30th day of October, 1969, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM LEON TAYLOR and MARY V. TAYLOR, his wife, and made oath in due form of law as follows:

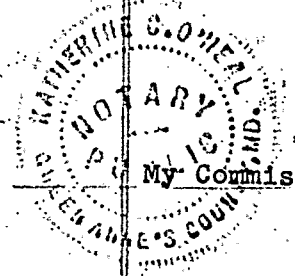
That they were not acting as Agent for anyone in purchasing the real estate sold in this Cause;

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.



*Katherine S. O'Neal*  
Notary Public

My Commission expires: July 1, 1974

*Filed Oct. 30, 1969*

11

CLAYTON C. CARTER, ASSIGNEE	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BERTHA TRUSTY and PERRY TRUSTY, her husband	:	IN EQUITY
Both now deceased	:	CHY NO. 5074

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this *31st* day of *October*, 1969, 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 said Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers thereof to the Auditor.

*B. Hockett Turner, Jr.*  
Judge

*Filed Oct. 31, 1969*

12  
CLAYTON C. CARTER,  
Assignee

vs.

BERTHA TRUSTY and  
PERRY TRUSTY, her husband,  
both now deceased

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5074

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 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 heirs-at-law of Bertha Trusty and/or their survivors.

2. That prior to stating the within account, it was necessary to take testimony to ascertain the several heirs-at-law and whether or not the several deceased died intestate. The testimony is filed herewith as Exhibit A to this account.

3. That in the within account Clayton C. Carter, Assignee and vendor, is charged with the gross proceeds of the sale made by him and he is allowed 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, the Auctioneer's fee, taxes and other miscellaneous charges against the real estate sold in this cause, and the fee of your Auditor for stating this account, the payment of the mortgage debt and interest due thereon, and the direction for the distribution of the surplus proceeds of the sale.

Respectfully submitted,

  
Auditor

November 26, 1969

*Filed Nov. 26. 1969*

Cause No. 5074

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.

1969

Oct. 31 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$2,000.00

Dr.

To Clayton C. Carter, Assignee, of mortgage foreclosed (and vendor), per terms of mortgage, his commissions for making sale----\$ 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 Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:  
 1-Costs of Charles W. Cecil, Clerk-\$35.00  
 2-Appearance fee of Clayton C. Carter, Attorney----- 10.00 45.00

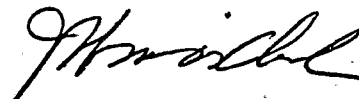
To do., for an amount paid Fidelity and Deposit Co. of Md., for the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:----- 10.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:  
 1-For publishing Notice of Sale----\$76.00  
 2-For publishing Order Nisi of Sale-14.00 90.00

To do., for an amount paid Joseph Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, the sum of----- 25.00

To do., for amounts deducted from the purchase money, being due by Assignee, per settlement sheet exhibited, to wit:  
 1-1969-70 State and County taxes for four months-----\$10.25  
 2-1969-70 Town taxes for 4 mos.---- 3.35  
 3-1969 Sewer & water charges for ten months----- 30.83  
 4-Balance due on sewer installation including interest from Nov. 1962-----108.43

November 26, 1969

  
Auditor

5-Balance due on sidewalk installation including interest-----\$117.15  
 6-Interest on State and County taxes for October, 1969----- .15  
 7-Interest on Town taxes for October, 1969----- .05  
 8-Costs on overdue sewer and water charge----- 3.30      \$ 273.51

To do., for an amount paid Charles W. Cecil, Clerk, for assignment of the mortgage by the Mortgagee to the Assignee for purposes of collection by foreclosure, per receipt exhibited, to wit:----- 2.00

To J. Thomas Clark, auditor, for stating this Account and notifying parties, the sum of----- 75.00

To Queenstown Bank of Maryland, as payment in full of its mortgage debt in the amount of \$249.60, plus interest from August 27, 1969, to November 25, 1969, which includes 60 days after date of sale, or the sum of \$3.63, the total sum of----- 253.23

To amount carried forward for distribution of heirs-at-law of Bertha Trusty and Perry Trusty, decedents, the balance or the sum of----- 1,011.26

\$2,000.00

\$2,000.00

November 26, 1969

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward for distribution to heirs-at-law of Bertha Trusty and Perry Trusty, decedents, to wit:-----\$1,011.26

Dr.

To Earl Taylor, a son of Bertha Trusty, deceased, the owner of the real estate sold in this proceedings, a one-third share, or the sum of-----\$337.09

Less amount due State of Maryland on lineal inheritance tax at rate of 1%-- 3.37      \$ 333.72

To George Morris, Jr., a son of George Morris, a deceased son of Bertha Trusty, deceased, the owner of the real estate sold in this proceedings, a one-third share, or the sum of---\$337.09

Less amount due State of Maryland on lineal inheritance tax at rate of 1%-- 3.37      333.72

November 26, 1969

LIBER

5 PAGE 713

*J. Thomas Clark*  
Auditor

To balance carried forward, being one-third share of the proceeds, which passed to Perry Trusty, now deceased, then surviving spouse of Bertha Trusty, the owner of the real estate sold in this proceedings, and to be distributed to his heirs-at-law, the sum of-----\$337.08  
Less amount due State of Maryland on lineal inheritance tax at rate of 1%-- 3.37 \$ 333.71

To Madlyn E. Wooters, Register of Wills of Queen Anne's County, the lineal inheritance tax heretofore deducted, or the sum of----- 10.11  
\$1,011.26 \$1,011.26

November 26, 1969

*[Signature]*  
Auditor

Cr.

By balance carried forward for distribution to heirs-at-law of Perry Trusty, deceased, to wit:-----\$333.71

Dr.

To Catherine Monroe, asister of Perry Trusty, deceased, a one-third share of the same, or the sum of-----\$111.24

To Arthur Trusty, a brother of Perry Trusty, deceased, a one-third share of the same, or the sum of-----\$111.24

To William Trusty, who is also known as William Rozier, a son of Liza Trusty, a deceased sister of Perry Trusty, deceased, a one-third share of the same, or the sum of-----\$111.23  
\$333.71 \$333.71

November 26, 1969

*[Signature]*  
Auditor

*Filed Nov. 26. 1969*

November 24, 1969

Abe Rozier, being duly sworn by J. Thomas Clark, Auditor, did depose and say:

Questions by Mr. Clark:

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

A: Abe Rozier, 68, Centreville, Maryland, laborer.

Q: State whether or not you knew during their lifetimes, Perry Trusty and Bertha Trusty, his wife?

A: Yes, I did.

Q: When did each of them die?

A: Bertha died first in August of 1968, intestate. Perry died in the Spring of 1969.

Q: Give the names and addresses of Bertha Trusty's heirs-at-law, by that I mean her surviving spouse and any children she might have had.

A: Bertha was survived by her husband, Perry Trusty, who died intestate in the Spring of 1969. She also had two children, Earl Taylor, a son, who lives in Cape May, New Jersey, and George Morris, a son, who died, intestate, in September, 1968, and he left surviving him a son, George Morris, Jr., of Grasonville, Maryland.

Q: Give the names and addresses of Perry Trusty's heirs-at-law.

A: He has a sister, Catherine Monroe, of 1141 North Carey Street, Baltimore, Maryland, 21217; a brother, Arthur Trusty, who also lives in Baltimore, But I don't know the street address; and a nephew, William Trusty, who is also known as William Rozier, of Baltimore, Maryland, who is a son of Liza Trusty, a deceased sister of Perry Trusty, who died intestate many years ago. That's all I know of Perry's relatives.

  
Auditor

EXHIBIT A

Filed Nov. 26, 1969

LIBER

5 PAGE 715

13  
 CLAYTON C. CARTER,  
 Assignee

vs.

BERTHA TRUSTY, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5074

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 26, 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:

Clayton C. Carter, Assignee  
 Centreville, Maryland 21617

Queenstown Bank of Maryland  
 Queenstown, Maryland 21658

Earl Taylor  
 Centreville, Maryland 21617

George Morris, Jr.  
 Grasonville, Maryland

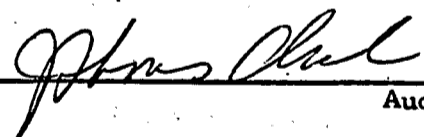
Catherine Monroe  
 1141 North Carey Street  
 Baltimore, Md. 21217

Arthur Trusty  
 c/o Catherine Monroe  
 1141 North Carey Street  
 Baltimore, Md. 21217

William Trusty  
 c/o Catherine Monroe  
 1141 North Carey Street  
 Baltimore, Md. 21217

Madlyn E. Wooters  
 Register of Wills  
 Court House  
 Centreville, Maryland 21617

PURSUANT to Rule 595, section G, Maryland Rules of Procedure, notify each of them that said account was filed on November 26, 1969, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before December 11, 1969, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on December 12, 1969.

  
 Auditor

*Filed Nov. 26. 1969*

NISI RATIFICATION OF AUDIT

14

Clayton C. Carter, Assignee

vs.

Bertha Trusty, et al

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

Cause No. 5074

ORDERED, this 26th. day of November, 19 69, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 12th. day of December, 19 69, 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 ~~69~~

Charles W Cecil Clerk

Filed Nov. 26, 1969

15

Clayton C. Carter, Assignee

vs.

Bertha Trusty and  
Perry Trusty, her husband.

In The Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5074

FINAL RATIFICATION OF AUDIT

ORDERED, this 23rd day of December, 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 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 Dec. 23, 1969



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

F. CLIFFORD HANE,  
Assignee of Mortgage,  
Queenstown, Md. 21658,

vs.

WILLIAM H. FLETCHER and  
NELLIE J. FLETCHER, his wife,  
Grasonville, Md. 21638.

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* In Equity - No. 5085

P. 31755

ORDER TO DOCKET SUIT

To: Charles W. Cecil, Clerk.

Mr. Clerk:

You will please docket suit as per the above titling for foreclosure and collection of the mortgage, and note securing the same, from William H. Fletcher and Nellie J. Fletcher, his wife, to Queenstown Bank of Maryland, dated October 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 51, folio 333, and duly assigned by Assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. #51, folio 335, unto F. Clifford Hane, for foreclosure and collection, default having occurred in the terms thereof by reason of 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 note and assignment, as well as the accompanying affidavit.

*F. Clifford Hane*  
F. Clifford Hane, Assignee  
Queenstown, Md. 21658  
Phone: 827-8787

*Filed Oct 14, 1969*

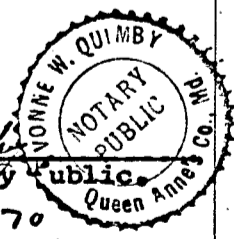
AFFIDAVIT

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

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 1969, 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 William H. Fletcher and Nellie J. Fletcher, his wife, reside in Grasonville, Maryland 21638, 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.

*Yvonne W. Quimby*  
Notary Public  
Com. expires 7.1.70



*Filed Oct 14, 1969*

3/

STATEMENT OF MORTGAGE INDEBTEDNESS

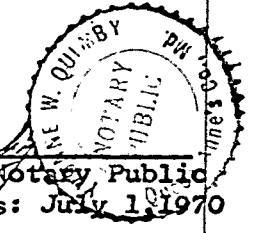
Principal amount of mortgage dated October 26, 1959,	\$4,000.00
Less: Paid on account of principal,	667.30
Unpaid principal of mortgage,	<u>\$3,332.70</u>
Interest at 6% due as of September 26, 1969,	66.64
Interest at 6% from September 26, 1969, to October 14, 1969, @ 56¢ per day,	10.08
Advanced to Clerk - assignment of mortgage for foreclosure and collection,	<u>2.00</u>
Total due on mortgage computed to October 14, 1969, inclusive,	<u>\$3,411.42</u>

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

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 1969, 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.

*Yvonne W. Quimby*  
 Notary Public  
 My Commission expires: July 1, 1970



*Filed Oct 14, 1969*

I HEREBY CERTIFY that a copy of the aforesaid Order to Docket Suit, Affidavit and Statement of Mortgage Indebtedness was mailed this 14<sup>th</sup> day of October, 1969, by Certified Mail, return receipt requested, to William H. Fletcher and Nellie J. Fletcher, Grasonville, Maryland, 21638, this being the last known address of the parties defendant.

*F. Clifford Hane*  
 F. Clifford Hane, Assignee

# 43,297

RECEIVED FOR RECORD Oct. 27 1959

FIRST

This Mortgage, Made this 30<sup>th</sup> day of October,

in the year nineteen hundred and fifty-nine, by William H. Fletcher and Nellie J. Fletcher, his wife, of Queen Anne's County, Maryland, hereinafter called "MORTGAGORS".

WHEREAS, the said Mortgagors have borrowed from the body corporate, the Queenstown Bank of Maryland, as evidenced by their joint and several promissory note bearing even date herewith, the full sum of Four Thousand Dollars (\$4,000.00), to be repaid, with interest monthly, at the rate of six per cent per annum, at the expiration of one year from the date of these presents, to secure the payment of which sum with interest aforesaid, these presents are executed; and.

WHEREAS, as a condition precedent to the granting of this loan, the Mortgagors agreed and do hereby agree to pay monthly unto the Mortgagee a sum of not less than Forty-five Dollars (\$45.00) each and every consecutive month, on account of the principal indebtedness, plus interest, as long as the said Mortgagee shall agree to accept such monthly installments, default in any monthly installment shall cause this mortgage to be and become in default and the property liable to foreclosure under terms hereof.

FIRST

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar the said William H. Fletcher and Nellie J. Fletcher, his wife, do hereby grant and convey unto the said body corporate, the Queenstown Bank of Maryland, its successors and assigns, in fee simple, the following described real estate and property;

ALL that lot and parcel of land, being a part of the land known as "The George W. Scott, Jr., Property", and formerly known as "The George Scott (Sr.) Property", located near Grasonville, and located near but not adjacent to Saw Mill Lane Road, and located on the west side of an entrance lane, now called Willow Lane, leading to the property of Frances Till, in the Fifth Election District of Queen Anne's County, Maryland, and being in the area known as "Scottown", bounded on the north by the Percy Williams property, bounded on the south by other lands of George W. Scott, Jr., bounded on the west by the Goodhand or Thomas Ewing Farm, and bounded on the east by said Willow Lane, having a frontage and width of 180 feet and a depth of 180 feet from the western edge of said Willow Lane, and more particularly described as follows: BEGINNING for the same at a stone set in the western edge of Willow Lane at the lands of Percy Williams, and running thence with the western edge of said Willow Lane in a southerly direction a distance of 180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning, containing One Acre of land, more or less.

Being the same property conveyed to the Mortgagors by George W. Scott, Jr., by deed dated July 6th, 1959, and recorded in Land Liber T.S.P. No. 49, folio 82.



Filed Oct 14, 1969

LIBER 51 PAGE 334

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 **s, their**

heirs, executors, adminis-

trators or assigns, shall well and truly pay to the Mortgagee **, its**

successors, executors,

administrators or assigns, the aforesaid sum of **Four Thousand Dollars (\$4,000.00)**, and shall make the monthly installment payments of not less than **\$45.00** and interest,

and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on **his, her or their** part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagor **s, their**

heirs and assigns, shall possess said property.

AND the Mortgagor **s, for themselves and for their**

heirs, executors, administrators and assigns

hereby covenant with the Mortgagee **, its** successors, executors, administrators and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee **, its**

successors, executors, administra-

tors or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of **all moneys**

secured by this mortgage whether then

due or not, and to deliver upon demand to the Mortgagee **, its**

successors, executors, adminis-

trators 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, **or** that no wood or timber shall be cut and removed from the mortgaged premises.

LIBER

5 PAGE 721

4. THAT in case of default in payment of said debt, or the interest to accy thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagee 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, its

successors, executors, administrators or assigns, or JOHN PALMER SMITH, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of One Hundred Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee, its

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 Mortgagee, s, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagee s and their

heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hand and seal of the said Mortgagee s.

TEST:

Two handwritten signatures of George W. Zimsky on a line.

Two handwritten signatures of William H. Fletcher and Nellie J. Fletcher, each followed by "(SEAL)" and a dashed line.

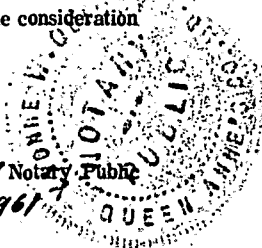
STATE OF MARYLAND, to wit: County of QUEEN ANNE'S,

I HEREBY CERTIFY that on this 30th day of October, in the year one thousand nine hundred and fifty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Fletcher and Nellie J. Fletcher, his wife, the mortgagors, and they acknowledged the foregoing MORTGAGE to be their act.

AND at the same time also personally appeared W. Frank Delahay, Vice President of the Queenstown Bank of Maryland the mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

Handwritten signature of George W. Zimsky, Notary Public, dated May 1961.



October 8, 1969.

FOR VALUE RECEIVED, the undersigned, Queenstown Bank of Maryland hereby assigns the within and foregoing mortgage and mortgage note to F. Clifford Hane, its attorney, for collection by foreclosure or otherwise.

WITNESS the hand and seal of said body corporate by James R. Friel, its President, and its corporate seal hereto affixed.

Attest:

Robert V. Hart

QUEENSTOWN BANK OF MARYLAND

By James R. Friel



St. of Md., Q. A. Co., sct: I hereby certify that this Assignment was received for record this 14th day of October, 1969 Re 31754 and recorded in Liber T.S.P. No. 51, fol. 335, Land Record Book for Queen Anne's County.

Charles W. Cecil Clerk

LIBER

5 PAGE 724

\$ 4060.00 *Queenstown, Md.* *Per. Jones* October 26 19 59

No. 40416

ON DEMAND after date, for value received, we jointly and severally promise to pay \$ 4060.00 to the order of

Queenstown Bank of Maryland

the sum of ~~four thousand and 60/100~~ 4060/100 Dollars with interest at 6% per annum, payable monthly.

DUE 1/26/60 then 26th

payable at the Banking House; and if not paid at maturity, we further agree to pay all costs and ten 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.

60.00

BALANCE OVER

*William H. Fletcher Jr.* (SEAL)  
*Nellie J. Fletcher* (SEAL)  
(SEAL)  
(SEAL)

*7.00 mod.*  
*12/19/59*

Maryland RECEIVED FOR RECORD Dec 19 1969

# WESTERN SURETY COMPANY

One of America's Surety Companies

CHICAGO, ILL. ST. LOUIS, MO. DALLAS, TEX. PALO ALTO, CALIF. PHOENIX, ARIZ. RICHMOND, VA.

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 19-TM- 325

That we, F. Clifford Hane, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Four Thousand and no/100 (\$ 4,000.00 ) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00) to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 19th day of December, 19 69.

WHEREAS, the above bounden F. Clifford Hane

by virtue of the power contained in a mortgage from William H. Fletcher and Nellie J. Fletcher his wife to Queenstown Bank of Maryland

bearing date the 26th day of October, 1959 and recorded among the mortgage records of Queen Anne's County, Maryland

in Liber TSP No. 51 Folio 336<sup>3</sup>

been duly recorded on Folio 335. and duly assigned to F. Clifford Hane at the foot of said mortgage which assignment has/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

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

As to Principal

W. M. Freestate

F. Clifford Hane (SEAL)  
Principal

As to Surety

W. Jensen  
P. Gacke

Principal  
WESTERN SURETY COMPANY  
By P. Gacke  
P. Gacke, Ass't. Secy.

Countersigned by W. M. Freestate Maryland Resident Agent

*Security approved and Bond filed Dec 19, 1969.*

*Charles W Cecil, Clerk*



LIBER

5 PAGE 726

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

I HEREBY CERTIFY, that the foregoing is truly taken and copies from Liber C.W.C. No. 1, folio 341, 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 19th day of December in the year nineteen hundred sixty-nine.

*Charles W. Cecil*

Clerk

7  
F. CLIFFORD HANE, Assignee. \* IN THE CIRCUIT COURT  
vs. \* FOR QUEEN ANNE'S COUNTY  
WILLIAM H. FLETCHER and \* In Equity No. 5085  
NELLIE J. FLETCHER, his wife. \* In Equity No. 5086

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 first and second mortgages in the above entitled causes, 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 Monday, the 22nd day of December, 1969, at 1:00 o'clock P.M., attend at the Court House in Centreville, Maryland, and then and there sold

ALL that lot and parcel of land, being a part of the land known as "The George W. Scott, Jr. Property", and formerly known as "The George Scott (Sr.) Property", located near Grasonville, and located near but not adjacent to Saw Mill Lane Road, and located on the west side of an entrance lane, now called Willow Lane, leading to the property of Frances Till, in the Fifth Election District of Queen Anne's County, Maryland, and being in the area known as "Scottown", bounded on the north by the Percy Williams property, bounded on the south by other lands of George W. Scott, Jr., bounded on the west by the Goodhand or Thomas Dwing Farm, and bounded on the east by said Willow Lane, having a frontage and width of 180 feet and a depth of 180 feet from the western edge of said Willow Lane, and more particularly described as follows:

BEGINNING for the same at a stone set in the western edge of Willow Lane at the lands of Percy Williams, and running thence with the western edge of said Willow Lane in a southerly direction a distance of

180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning; containing One Acre of land, more or less.

All the said property was sold as an entity to Queenstown Bank of Maryland for the sum of Four Thousand, Three Hundred Dollars (\$4,300.00), it having offered the greatest price therefor.

*F. Clifford Hane*

F. Clifford Hane, Assignee.

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

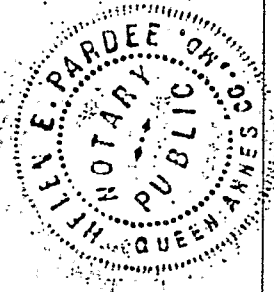
I HEREBY CERTIFY that on this 31st day of December, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Assignee, who made oath in due form of law that the facts stated in the foregoing Report of Sale for the foreclosure and collection of the first and second mortgages mentioned in these proceedings are true as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

*Helene E. Pardee*

Notary Public.

*Filed Jan 5, 1970*



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F. CLIFFORD HANE, Assignee. \* IN THE CIRCUIT COURT  
 vs. \* FOR QUEEN ANNE'S COUNTY  
 WILLIAM H. FLETCHER and \* In Equity No. 5085  
 NELLIE J. FLETCHER, his wife. \* In Equity No. 5086

PURCHASER'S AFFIDAVIT

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

I HEREBY CERTIFY that on this 31st day of December, 1969, 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 of the first and second mortgage in these causes, and he made oath in due form of law that he attended the sale, and purchased the property mentioned therein, as the 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 Grasonville, Queen Anne's County, Maryland, mentioned in the Report of Sale heretofore filed herein.

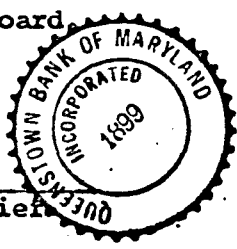
QUEENSTOWN BANK OF MARYLAND

By John W. Gibson  
 John W. Gibson,  
 Chairman of the Board,  
 Purchaser.

Attest:

Albert V. Stant  
 Albert V. Stant, Cashier

John W. Zwick  
 Notary Public.  
 Commission 7-1-70



Filed Jan 5, 1970

9

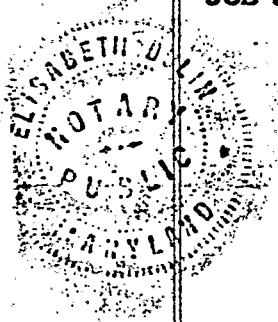
F. CLIFFORD HANE, Assignee,	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
WILLIAM H. FLETCHER and	*	In Equity No. 5085
NELLIE J. FLETCHER, his wife.		In Equity No. 5086

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 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 Grasonville, 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, in the State of Maryland, by JOE JACKSON, Jr., Auctioneer, this 30 day of December, 1969.



*Elizabeth Dulin*  
\_\_\_\_\_  
Notary Public.  
My Commission Expires July 1970

*Filed Jan 5, 1970*

JOE JACKSON JA.  
 AUCTIONEER  
 QUEEN ANNE, MD 21657

To - J. CLIFFORD HANE, ASSIGNEE

DECEMBER 22, 1969

FOR SELLING THE FLETCHER		
PROPERTY IN GRASONVILLE, MD ON		
DECEMBER 22, 1969 AT PUBLIC AUCTION		
RE: IN THE CIRCUIT COURT		
FOR QUEEN ANNE'S COUNTY		
IN EQUITY NO. 5085		
-----		\$ 25 00

ORDER NISI ON SALE

10

F. Clifford Hane, Assignee of  
 Mortgage

vs.

William H. Fletcher and Nellie  
 J. Fletcher, his wife

In the Circuit Court  
 for Queen Anne's County

In Equity

Cause No. 5085

ORDERED, this 5th. day of January, 1970, 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 5th. day of February, 1970, 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 29th. day of January, 1970.

The report states the amount of sales to be \$ 4,300.00.

*Charles W. Cecil* Clerk  
 Clerk of Circuit Court for  
 Queen Anne's County

Filed Jan. 5, 1970

**ASSIGNEE'S FORECLOSURE SALE  
OF  
VALUABLE REAL ESTATE**

By virtue of the power of sale contained in a first mortgage from William H. Fletcher and Nellie J. Fletcher, his wife, to Queenstown Bank of Maryland, dated October 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 51, folio 333, said mortgage having been duly assigned to F. Clifford Hane, Assignee, by assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. 51, folio 335; and further, by virtue of the power of sale contained in a second mortgage from the said William H. Fletcher and Nellie J. Fletcher, his wife, to S.E.W. Friel, Jr. and James R. Friel, co-partners, trading as Friel Lumber Company, dated October 26, 1959, and recorded among said Land Records in Liber T.S.P. 51, folio 336, and assigned by assignment dated January 21, 1961, and recorded among said Land Records in Liber T.S.P. 51, folio 338, to James R. Friel; and further assigned unto Queenstown Bank of Maryland by assignment dated January 14, 1963, duly recorded among said Land Records in Liber T.S.P. 51, folio 338; and further assigned unto F. Clifford Hane by assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. 51, folio 338; both first and second mortgages having been duly assigned for foreclosure and collection, default having occurred in the terms of said first and second mortgages by reason of the non-payment of principal and interest payable under the terms thereof, after demand therefor was made; and in default of complying with the terms and conditions of said mortgages, the undersigned Assignee will offer for sale the fee simple property mentioned and described in said mortgages, at public auction, in front of the Court House in Centreville, Maryland, on

**Monday, December 22, 1969**

commencing at 1:00 P.M., the following described real estate, in fee simple, and the improvements thereon, to wit:

ALL THAT LOT and parcel of land, being a part of the land known as "The George W. Scott, Jr. Property", and formerly known as "The George Scott (Sr.) Property", located near Grasonville, and located near but not adjacent to Saw Mill Lane Road, and located on the west side of an entrance lane, now called Willow Lane, leading to the property of Frances Till, in the Fifth Election District of Queen Anne's County, Maryland, and being in the area known as "Scottown", bounded on the north by the Percy Williams property, bounded on the south by other lands of George W. Scott, Jr., bounded on the west by the Goodhand or Thomas Ewing Farm, and bounded on the east by said Willow Lane, having a frontage and width of 180 feet and a depth of 180 feet from the western edge of said Willow Lane, and more particularly described as follows:

BEGINNING for the same at a stone set in the western edge of Willow Lane at the lands of Percy Williams, and running thence with the western edge of said Willow Lane in a southerly direction a distance of 180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning, containing one acre of land, more or less.

BEING in all respects the same property conveyed to William H. Fletcher and Nellie J. Fletcher, his wife, by deed dated July 6, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 49, folio 82.

IMPROVEMENTS: Frame dwelling with approved roof.

TERMS OF SALE: One-third (1/3) of the purchase price payable in cash on the day of sale, the balance in six (6) 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 or purchasers, 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 (see Equity No. 5085 and 5086).

TAXES shall be pro-rated as of the day of the sale, but all title papers, recordation stamps, transfer taxes, recording fees and Notary Public fees shall be at the expense of the purchaser or purchasers.

F. CLIFFORD HANE, Assignee

Rt. No. 1, Box 106

Queenstown, Md. 21658

Phone: 827-8787

JOE JACKSON, Jr.  
Auctioneer

3t-12-17

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., January 19, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignees Foreclosure Sale

in the case/estate of William J. Fletcher

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 December, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of December 1969, and the last insertion on the 17th day of December, 1969.

THE RECORD-OBSERVER CORPORATION

By Murphy N. Morner

Filed Feb 5, 1970

**ORDER NISI**  
ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5085

F. Clifford Hane, Assignee of  
Mortgage

vs.

William H. Fletcher and  
Nellie J. Fletcher, his wife

ORDERED, this 5th. day of  
January, 1970, 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 5th. day of  
February, 1970, 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 January,  
1970.

The report states the amount of  
sales to be \$4,300.00.

Charles W. Cecil  
Clerk of Circuit Court for  
Queen Anne's County

Filed Jan. 5, 1970

True Copy

Test: Charles W. Cecil, Clerk

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Feb 9, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the case/estate of ~~xxxxxx~~ Equity Cause No. 5085

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 29th day of January, 1970, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of January 1970, and the last insertion on the 21st day of January, 1970.

THE RECORD-OBSERVER CORPORATION

By Murphy N. Morner

Filed Feb 9, 1970

LIBER

**5 PAGE 733**



13  
 F. CLIFFORD HANE,  
 Assignee of Mortgage,  
 Queenstown, Md. 21658,

vs.

WILLIAM H. FLETCHER and  
 NELLIE J. FLETCHER, his wife,  
 Grasonville, Md. 21638.

\* IN THE CIRCUIT COURT  
 \* FOR  
 \* QUEEN ANNE'S COUNTY

\* In Equity No. 5085  
 \*

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 9th day of February, 1970, that the sale made and reported by F. Clifford Hane, Assignee, as herein set forth, 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 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 Feb. 9, 1970

14  
F. CLIFFORD HANE, Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

WILLIAM H. FLETCHER, et al.

IN EQUITY No. 5085

\*\*\*\*\*

F. CLIFFORD HANE, Assignee

vs.

IN EQUITY No. 5086

WILLIAM H. FLETCHER, et al.

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 first mortgage debt. The first mortgage deficiency appears to be in the sum of \$104.22, in Chancery No. 5085. The second mortgage deficiency appears to be in the sum of \$468.60, in Chancery No. 5086.

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 thereafter his commissions for making said sale, his fees for his services, per terms of mortgages, the several court costs, the premiums on the corporate surety bonds filed in this cause, the several advertising costs, the auctioneer's charges, the State and County taxes, costs of certified mail, the fee and expenses of your auditor, and the balance was credited toward the mortgage indebtedness in Chancery No. 5085.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

March 11, 1970

*Filed Mar 11, 1970*

Cause No. 5085 & 5086

The proceeds of the sale of land reported in these causes, in account with F. Clifford Hane, Assignees, of the mortgages foreclosed in these proceedings (and vendor of said land)

---

Cr.

1970

Feb. 9 By gross proceeds of sale, per reports of said vendor, to wit;--\$4,300.00

---

Dr.

To F. Clifford Hane, Assignees, of mortgages foreclosed (and vendor), per terms of mortgages, to wit:		
1-His commissions for making sale--\$365.00		
2-His fee for his services in Chancery No. 5085-----	100.00	
3-His fee for his services in Chancery No. 5086-----	50.00	\$ 515.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs in each case, per receipts exhibited, to wit:-----		30.00
To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per receipts exhibited, in both causes, to wit:		
1-Total costs of Charles W. Cecil,-\$ 56.00		
2-Total appearance fees of F. Clifford Hane, Attorney-----	20.00	76.00
To do., for amounts paid W. M. Freestate, Agency, for the Assignees' corporate surety bonds filed in each cause, per receipts exhibited, to wit:-----		17.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:		
1-For publishing Notice of Sale----\$114.00		
2-For publishing Order Nisi of Sale in each cause-----	28.00	142.00
To do., for an amount paid Charles W. Cecil, Clerk, for recording assignment of each mortgage, per receipts exhibited, to wit:		4.00

March 11, 1970

*J. H. Hane*  
Auditor

To do., for amounts paid Joseph A. Jackson, Jr., Auctioneer, for the crying of said sales in each cause, per receipts exhibited, to wit:-----	\$	50.00	
To do., for an amount paid William R. Wilson, III, Treasurer, for the State and County taxes on the real estate sold in this cause, to wit:-----			98.00
To do., for an amount paid for U. S. Postage by certified mail, in each case, per receipts exhibited, to wit:-----			.80
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 Queenstown Bank of Maryland, as a partial payment on the mortgage foreclosed in Chancery No. 5085, the balance, or the sum of-----			
		<u>3,307.20</u>	
		\$4,300.00	<u>\$4,300.00</u>

March 11, 1970

*J. Thomas Clark*  
Auditor

*Filed Mar 11, 1970*

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F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

\*\*\*\*\*

F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5085

IN EQUITY No. 5086

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:


The undersigned Court Auditor hereby certifies that on March 11, 1970, the date the audit in the above entitled causes 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  
Queenstown, Maryland 21658

William H. Fletcher and  
Nellie J. Fletcher, his wife  
Grasonville, Md. 21638

Queenstown Bank of Maryland  
Queenstown, Maryland 21658

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 March 11, 1970, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 26, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 27, 1970.

  
\_\_\_\_\_  
J. Thomas Clark  
Auditor

*Filed Mar. 11. 1970*

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NISI RATIFICATION OF AUDIT

F. Clifford Hane,  
Assignee of Mortgage  
  
vs.  
William H. Fletcher and  
Nellie J. Fletcher, his wife

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

Cause No. 5085

ORDERED, this 11th. day of March, 1970, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 27th. day of March, 1970, unless cause to the contrary thereof be previously shown; ~~provided a copy of this report and account be published in Queen Anne's County, Maryland, and in each of two consecutive weeks before the day of~~, 1970.

Charles W Cecil Clerk

Filed March 11, 1970

17

F. Clifford Hane  
Assignee of Mortgage  
  
vs  
William H. Fletcher and  
Nellie J. Fletcher, his wife

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
Cause No. 5085

FINAL RATIFICATION OF AUDIT

ORDERED, this 30th. day of March, 1970, 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 Circuit Court for Queen Anne's County.

Filed Mar. 30. 1970

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

F. CLIFFORD HANE, Assignee of Second Mortgage, Queenstown, Md. 21658,	* IN THE CIRCUIT COURT
	*
vs.	* FOR QUEEN ANNE'S COUNTY
WILLIAM H. FLETCHER and NELLIE J. FLETCHER, his wife, Grasonville, Md. 21638.	* In Equity No. <u>5086</u>

P. 31756

ORDER TO DOCKET SUIT

To: Charles W. Cecil, Clerk.

Mr. Clerk:

You will please docket suit as per the above titling, for foreclosure and collection of the second mortgage, and note securing the same, from William H. Fletcher and Nellie J. Fletcher, his wife, to S.E.W. Friel, Jr. and James R. Friel, co-partners trading as Friel Lumber Company, dated October 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 51, folio 336, and assigned by assignment dated January 21, 1961, and recorded among said Land Records in Liber T.S.P. 51, folio 338, to James R. Friel; and further assigned unto Queenstown Bank of Maryland by assignment dated January 14, 1963, duly recorded among said Land Records in Liber T.S.P. 51, folio 338; and further assigned unto F. Clifford Hane by assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. #51, folio 338, for foreclosure and collection, default having occurred in the terms of said second mortgage by reason of the non-payment of principal and interest payable under the terms thereof, after demand therefor was made; and you will file herewith the original second mortgage, note and assignment, as well as the accompanying affidavit.

*F. Clifford Hane*  
F. Clifford Hane, Assignee,  
Queenstown, Maryland 21658  
Phone: 827-8787

*Filed Oct 14, 1969*

AFFIDAVIT

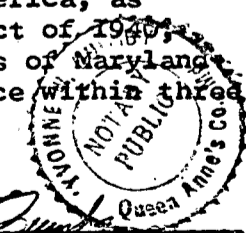
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To wit:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 1969, 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 William H. Fletcher and Nellie J. Fletcher, his wife, reside in Grasonville, Maryland 21638, 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.

*Filed Oct 14, 1969*

*James W. Zund*  
Notary Public.  
Commissions 7.1-70



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STATEMENT OF MORTGAGE INDEBTEDNESS

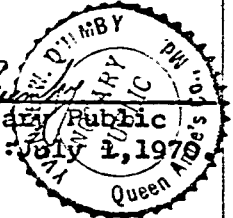
Principal amount of second mortgage, dated October 26, 1959,	\$1,000.00
Less: Paid on account of principal,	<u>540.30</u>
Unpaid principal of second mortgage,	\$ 459.70
Interest at 6% due as of October 14, 1969,	6.90
Advanced to Clerk - assignment of second mortgage for foreclosure and collection,	<u>2.00</u>
Total due on second mortgage computed to October 14, 1969,	<u>\$ 468.60</u>

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

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 1969, 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.

*James W. Z...*  
 Notary Public  
 My Commission expires July 2, 1971



*Filed Oct 14, 1969*

I HEREBY CERTIFY that a copy of the aforesaid Order to Docket Suit, Affidavit and Statement of Mortgage Indebtedness was mailed this 14<sup>th</sup> day of October, 1969, by Certified Mail, return receipt requested, to William H. Fletcher and Nellie J. Fletcher, Grasonville, Maryland, 21638, this being the last known address of the parties defendant.

*F. Clifford Hane*  
 F. Clifford Hane, Assignee.



# 43,298

RECEIVED FOR RECORD Oct. 27, 1959

SECOND  
**This Mortgage.** Made this 26<sup>th</sup> day of October,

in the year nineteen hundred and fifty-nine, by William H. Fletcher and Nellie J. Fletcher, his wife, of Queen Anne's County, Maryland, hereinafter called "MORTGAGORS".

WHEREAS, the said Mortgagors are indebted unto S. E. W. Friel, Jr., and James R. Friel, co-partners trading as Friel Lumber Company, of Queenstown, Maryland, in the full sum of One Thousand Dollars (\$1,000.00), as represented and evidenced by the joint and several promissory note of the mortgagors to the mortgagee herein, bearing even date herewith, and to be repaid, with interest monthly, at the rate of six per cent per annum, at the expiration of one year from the date of these presents, to secure the payment of which sum of One Thousand Dollars (\$1,000.00) with interest aforesaid, these presents are executed.

NOW, THEREFORE, THIS SECOND MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said William H. Fletcher and Nellie J. Fletcher, his wife, do hereby grant and convey unto the said S. E. W. Friel, Jr., and James R. Friel, co-partners trading as Friel Lumber Company, their heirs, successors, and assigns, in fee simple, the following described property and real estate, to wit:

ALL that lot and parcel of land, being a part of the land known as "The George W. Scott, Jr., Property", and formerly known as "The Georbe Scott (Sr.) Property", located near Grasonville, and located near but not adjacent to Saw Mill Lane Road, and located on the west side of an entrance lane, now called Willow Lane, leading to the property of Frances Till, in the Fifth Election District of Queen Anne's County, Maryland, and being in the area known as "Scottown", bounded on the north by the Percy Williams property, bounded on the south by other lands of George W. Scott, Jr., bounded on the west by the Goodhand or Thomas Ewing Farm, and bounded on the east by said Willow Lane, having a frontage and width of 180 feet and a depth of 180 feet from the western edge of said Willow Lane, and more particularly described as follows:

BEGINNING for the same at a stone set in the western edge of Willow Lane at the lands of Percy Williams, and running thence with the western edge of said Willow Lane in a southerly direction a distance of 180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning, containing One Acre of Land, More or less.

Being the same property conveyed to the Mortgagors by George W. Scott, Jr., by deed dated July 6th, 1959, and recorded in Land Liber T.S.P. No. 49, folio 82.

THIS SECOND MORTGAGE shall be subject to a First Mortgage from the Mortgagors herein to the Queenstown Bank of Maryland and bearing date the day of October, 1959, and intended to be recorded prior to the recording of this second mortgage.



*Inlud Oct 14, 1969*

LIBER 51 PAGE 337

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 **s, their** heirs, executors, administrators or assigns, shall well and truly pay to the Mortgagee **s, their** successors, executors, administrators or assigns, the aforesaid sum of **One Thousand Dollars (\$1,000.00),**

and all interest thereon accrued, as above set forth, when and as the same may be due and payable, and shall perform all the covenants, conditions and agreements herein on **his, her or their** part to be performed, then this mortgage shall be void; and until default be made in any of the covenants of this mortgage the Mortgagor **s, their** heirs and assigns, shall possess said property.

AND the Mortgagor **s, for themselves and for their** heirs, executors, administrators and assigns hereby covenant with the Mortgagee **s, their** successors, executors, administrators and assigns, as follows:

1. TO pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either; and  
2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee **s, their**

successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss or damage, shall be applied to the payment of **all moneys**

secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee **s, 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, that no wood or timber shall be cut and removed from the mortgaged premises.

LIBER

5 MAR 743

4. THAT in case of default in <sup>6</sup> payment of said debt, or the interest to acc<sup>6</sup> 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 s 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 s, their

successors, executors, administrators or assigns, or JOHN PALMER SMITH, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place and manner and terms of sale by advertisement in a newspaper printed and published in QUEEN ANNE'S COUNTY, MARYLAND, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale in the following manner, to wit:

First, to the payment of all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and a fee of Fifty Dollars;

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale granted herein, neither the Mortgagee s, their

successors, executors, administrators or assigns, or JOHN PALMER SMITH, their said Attorney, shall be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof.

7. THAT the Mortgagor s and their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hand s and seal s of the said Mortgagor. s.

TEST: *George W. Zimsky*  
*George W. Zimsky*

*William H. Fletcher Jr.* (SEAL)  
*William H. Fletcher*  
*Nellie J. Fletcher* (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, :  
County of QUEEN ANNE'S, :

to wit:  
I HEREBY CERTIFY that on this 26<sup>th</sup> day of October, in the year one thousand nine hundred and fifty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Fletcher and Nellie J. Fletcher, his wife, the mortgagors, and they acknowledged the foregoing MORTGAGE to be their act.

AND at the same time also personally appeared S.E.W. Friel, Jr., & James R. Friel, trading as Friel Lumber Company, the mortgagees, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

*George W. Zimsky*  
Notary Public  
com. expires May 31, 1961



tober 8 , 1969.  
FOR VALUE RECEIVED, the undersigned, Queenstown Bank of Maryland hereby assigns the within and foregoing mortgage and mortgage note to F. Clifford Hane, its attorney, for collection by foreclosure or otherwise.

WITNESS the hand and seal of said body corporate by James R. Friel, its President, and its corporate seal hereto affixed.

Attest:

QUEENSTOWN BANK OF MARYLAND

By James R. Friel

St. of Md., Q. A. Co., sct: I hereby certify that this Assignment was received for record this 14th day of October, 1969 Re31754 and recorded in Liber T.S.P. No. 51, fol. 338 Land Record Book for Queen Anne's County.

Charles W. Cecil Clerk

FOR VALUED RECEIVED, we hereby assign the within and foregoing mortgage unto James R. Friel.

Witness our hands and seals this 20th day of January, 1961

TEST Pearl O'Donnell

S. E. W. Friel, Jr. (Seal)

TEST Pearl O'Donnell

James R. Friel (Seal)

Trading as FRIEL LUMBER COMPANY

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT.

I HEREBY CERTIFY THAT  
THIS Assignment WAS  
RECEIVED FOR RECORD THIS 20  
DAY OF Jan 19 61 RE - 54557.  
AND RECORDED IN LIBER T.S.P. No. 51, fol. 338, LAND RECORD BOOK  
FOR QUEEN ANNE'S COUNTY.

CLERK

J. Linden Pippin

For value received, I hereby transfer and assign the within and foregoing Mortgage and Mortgage Note, without recourse, to the Queenstown Bank of Maryland, Queenstown, Maryland. Witness my hand and seal this 14th day of January, 1963.

WITNESS:

James R. Friel

James R. Friel  
James R. Friel.

State of Maryland, Queen Anne's Co. Sct: I hereby certify that this Assignment was received for record this 15th day of Jan., 1963 Re-464 and recorded in Liber TSP No. 51 fol. 338, Land Record Book for Queen Anne's County.

LIBER

5 PAGE 745

Charles W. Cecil Clerk

LIBER

5 PAGE 746

Secured by second mortgage bearing even date herewith.

\$ 1,000.00 *Queenstown, Md.* Post Office *October 26* 19 *59*. No. *68406*

ON DEMAND  AFTER DATE After date, for value received,  WE jointly and severally promise \$ *1005*

to pay to *Friel Lumber Company,* or order

*One Thousand* *00/100* Dollars

with interest from date at 6% per annum, payable monthly.

**at Queenstown Bank of Maryland**

with all costs and 10 per centum commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official at any time after maturity for the amount then due hereunder, with all exemptions waived.

*William H. Fletcher Jr.* (SEAL)

*William H. Fletcher* (SEAL)

(SEAL)

(SEAL)

BALANCE OVER

Paid Oct 14, 1969

7037

5

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

LIBER 1 PAGE 342

Maryland

RECEIVED FOR RECORD Dec 19, 1969

# WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS  
PALO ALTO • BALTIMORE • PITTSBURGH

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 19-TM- 326

That we, F. Clifford Hano, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly

bound in the sum of One Thousand and no/100 (\$ 1,000.00 ) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00)

to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Scaled with our seals and dated this 19th day of December, 1969.

WHEREAS, the above bounden F. Clifford Hano

by virtue of the power contained in a mortgage from William E. Fletcher and Nellie J. Fletcher, his wife to S. H. Truel, Jr. and James R. Truel, co-partners trading as Truel Lumber Co., Inc. Queenstown, Md. bearing date the 25th day of October, 1959 and recorded among the mortgage records of Queen Anne's County, Maryland

in Liber 287 No. 51 Folio 335 been duly recorded on Folio 335, and duly assigned to F. Clifford Hano at the foot of said mortgage which assignment has/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 Hano, Assignee

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of:

As to Principal

W. M. Incastata

F. Clifford Hano (SEAL)  
Assignee Principal

As to Surety

W. J. [Signature]  
P. Gacke

Principal  
WESTERN SURETY COMPANY  
By P. Gacke  
P. Gacke, Ass't. Secy.

Countersigned by W. M. Incastata Maryland Resident Agent

LIBER

5 PAGE 748

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 342, 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 19th day of December in the year nineteen hundred seventy sixy-nine.

Charles W. Cecil

Clerk





180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning; containing One Acre of land, more or less.

All the said property was sold as an entity to Queenstown Bank of Maryland for the sum of Four Thousand, Three Hundred Dollars (\$4,300.00), it having offered the greatest price therefor.

*F. Clifford Hane*

F. Clifford Hane, Assignee.

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

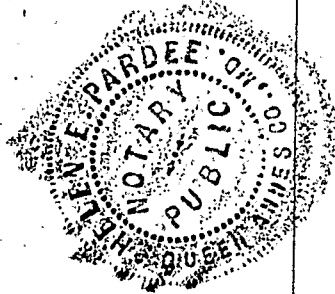
I HEREBY CERTIFY that on this 31<sup>st</sup> day of December, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. CLIFFORD HANE, Assignee, who made oath in due form of law that the facts stated in the foregoing Report of Sale for the foreclosure and collection of the first and second mortgages mentioned in these proceedings are true as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

*Helen E. Pardee*

Notary Public.

*Filed Jan. 5, 1979*



8 /

F. CLIFFORD HANE, Assignee. \* IN THE CIRCUIT COURT  
 vs. \* FOR QUEEN ANNE'S COUNTY  
 WILLIAM H. FLETCHER and \* In Equity No. 5085  
 NELLIE J. FLETCHER, his wife. \* In Equity No. 5086

PURCHASER'S AFFIDAVIT

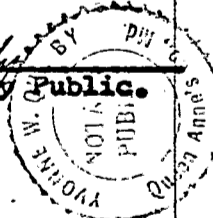
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To wit:

I HEREBY CERTIFY that on this 31st day of December, 1969, 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 of the first and second mortgage in these causes, and he made oath in due form of law that he attended the sale, and purchased the property mentioned therein, as the 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 Grasonville, Queen Anne's County, Maryland, mentioned in the Report of Sale heretofore filed herein.

QUEENSTOWN BANK OF MARYLAND

By John W. Gibson  
 John W. Gibson,  
 Chairman of the Board,  
 Purchaser.

George W. Zwick  
 Notary Public.  
 Cor. expires 7-1-70



Attest:  
Albert V. Stant  
 Albert V. Stant, Cashier



*Filed Jan 5, 1970*

9

F. CLIFFORD HANE, Assignee,

vs.

WILLIAM H. FLETCHER and  
NELLIE J. FLETCHER, his wife.

- \* IN THE CIRCUIT COURT
- \* FOR QUEEN ANNE'S COUNTY
- \* In Equity No. 5085
- \* In Equity No. 5086

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 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 Grasonville, 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, in the State of Maryland, by JOE JACKSON, Jr., Auctioneer, this 30 day of December, 1969.

Elizabeth Durbin  
Notary Public.  
My Commission Expires July 1970



Filed Jan 5, 1970

JOE JACKSON JR.  
AUCTIONEER  
QUEEN ANNE, MD. 21657

To - F. Clifford Hane, ASSIGNEE

December 27, 1969

FOR SELLING the Fletcher property  
IN GARDENVILLE, MD. ON DECEMBER  
22, 1969 at PUBLIC AUCTION

RE: IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 5086

\$2500

ORDER NISI ON SALE

10 ✓ F. Clifford Hane, Assignee of  
Second Mortgage

vs.  
William H. Fletcher and  
Nellie J. Fletcher, his wife

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5086

ORDERED, this 5th. day of January, 1970, 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 5th. day of February, 1970, 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 29th. day of January, 1970.

The report states the amount of sales to be \$4,300.00.

Charles Cecil

Clerk of Circuit Court for  
Queen Anne's County.

Filed Jan. 5, 1970

**ASSIGNEE'S FORECLOSURE SALE  
OF  
VALUABLE REAL ESTATE**

By virtue of the power of sale contained in a first mortgage from William H. Fletcher and Nellie J. Fletcher, his wife, to Queenstown Bank of Maryland, dated October 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 51, folio 333, said mortgage having been duly assigned to F. Clifford Hane, Assignee, by assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. 51, folio 335; and further, by virtue of the power of sale contained in a second mortgage from the said William H. Fletcher and Nellie J. Fletcher, his wife, to S.E.W. Friel, Jr. and James R. Friel, co-partners, trading as Friel Lumber Company, dated October 26, 1959, and recorded among said Land Records in Liber T.S.P. 51, folio 336, and assigned by assignment dated January 21, 1961, and recorded among said Land Records in Liber T.S.P. 51, folio 338, to James R. Friel; and further assigned unto Queenstown Bank of Maryland by assignment dated January 14, 1963, duly recorded among said Land Records in Liber T.S.P. 51, folio 338; and further assigned unto F. Clifford Hane by assignment dated October 8, 1969, and recorded among said Land Records in Liber T.S.P. 51, folio 338; both first and second mortgages having been duly assigned for foreclosure and collection, default having occurred in the terms of said first and second mortgages by reason of the non-payment of principal and interest payable under the terms thereof, after demand therefor was made; and in default of complying with the terms and conditions of said mortgages, the undersigned Assignee will offer for sale the fee simple property mentioned and described in said mortgages, at public auction, in front of the Court House in Centreville, Maryland, on

**Monday, December 22, 1969**

commencing at 1:00 P.M., the following described real estate, in fee simple, and the improvements thereon, to wit:

ALL THAT LOT and parcel of land, being a part of the land known as "The George W. Scott, Jr. Property", and formerly known as "The George Scott (Sr.) Property", located near Grasonville, and located near but not adjacent to Saw Mill Lane Road, and located on the west side of an entrance lane, now called Willow Lane, leading to the property of Frances Till, in the Fifth Election District of Queen Anne's County, Maryland, and being in the area known as "Scottown", bounded on the north by the Percy Williams property, bounded on the south by other lands of George W. Scott, Jr., bounded on the west by the Goodhand or Thomas Ewing Farm, and bounded on the east by said Willow Lane, having a frontage and width of 180 feet and a depth of 180 feet from the western edge of said Willow Lane, and more particularly described as follows:

BEGINNING for the same at a stone set in the western edge of Willow Lane at the lands of Percy Williams, and running thence with the western edge of said Willow Lane in a southerly direction a distance of 180 feet to another stone set in the line of the George W. Scott, Jr. lands; thence with the Scott lands in a westerly direction a distance of 180 feet to the Goodhand or Ewing lands or Farm; thence with same in a northerly direction a distance of 180 feet to Percy Williams property; and thence with the same in an easterly direction a distance of 180 feet to the place of beginning, containing one acre of land, more or less.

BEING in all respects the same property conveyed to William H. Fletcher and Nellie J. Fletcher, his wife, by deed dated July 6, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 49, folio 82.

IMPROVEMENTS: Frame dwelling with approved roof.

TERMS OF SALE: One-third (1/3) of the purchase price payable in cash on the day of sale, the balance in six (6) 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 or purchasers, 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 (see Equity No. 5085 and 5086).

TAXES shall be pro-rated as of the day of the sale, but all title papers, recordation stamps, transfer taxes, recording fees and Notary Public fees shall be at the expense of the purchaser or purchasers.

F. CLIFFORD HANE, Assignee

Rt. No. 1, Box 106

Queenstown, Md. 21658

Phone: 827-8787

JOE JACKSON, Jr.,  
Auctioneer

3t-12-17

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., February 9, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Assignee's Foreclosure Sale

in the case/estate of William H. Fletcher

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 December, 1969, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of December, 1969, and the last insertion on the 17th day of December, 1969

THE RECORD-OBSERVER CORPORATION

By *Matthew N. Nunn*

*Filed Feb 9, 1970*

**ORDER NISI**

ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5086

F. Clifford Hane, Assignee of  
Second Mortgage

vs.

William H. Fletcher and  
Nellie J. Fletcher, his wife

ORDERED, this 5th day of  
January, 1970, 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 5th day of  
February, 1970, 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 January,  
1970.

The report states the amount of  
sales to be \$4,300.00.

Charles W. Cecil

Clerk of Circuit Court for  
Queen Anne's County.

Filed Jan. 5, 1970

True Copy

Test: Charles W. Cecil, Clerk

31-1-21

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., Feb 9, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Order Nisi

in the ~~foreclosure~~ Equity Cause No. 5086

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 29th day of January, 1970, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of January, 1970, and the last insertion on the 21st day of January, 1970

THE RECORD-OBSERVER CORPORATION

By *Matthew N. Nunn*

*Filed Feb 9, 1970*

13

F. CLIFFORD HANE,  
Assignee of Mortgage,  
Queenstown, Md. 21658.

vs.

WILLIAM H. FLETCHER and  
NELLIE J. FLETCHER, his wife,  
Grasonville, Md. 21638.

\* IN THE  
\* CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\*  
\* In Equity No. 5086  
\*

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 9<sup>th</sup> day of February, 1970, that the sale made and reported by F. Clifford Hane, Assignee, as herein set forth, 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 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 Feb. 9, 1970*

14

F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

\*\*\*\*\*

F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5085

IN EQUITY No. 5086

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 first mortgage debt. The first mortgage deficiency appears to be in the sum of \$104.22, in Chancery No. 5085. The second mortgage deficiency appears to be in the sum of \$468.60, in Chancery No. 5086.

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 thereafter his commissions for making said sale, his fees for his services, per terms of mortgages, the several court costs, the premiums on the corporate surety bonds filed in this cause, the several advertising costs, the auctioneer's charges, the State and County taxes, costs of certified mail, the fee and expenses of your auditor, and the balance was credited toward the mortgage indebtedness in Chancery No. 5085.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

March 11, 1970

*Filed Mar. 11, 1970*

LIBER

5 PAGE 757



Cause No. 5085 & 5086

The proceeds of the sale of land reported in these causes, in account with F. Clifford Hane, Assignees, of the mortgages foreclosed in these proceedings (and vendor of said land)

Cr.

1970

Feb. 9 By gross proceeds of sale, per reports of said vendor, to wit;--\$4,300.00

Dr.

To F. Clifford Hane, Assignees, of mortgages foreclosed (and vendor), per terms of mortgages, to wit:

- 1-His commissions for making sale--\$365.00
- 2-His fee for his services in Chancery No. 5085----- 100.00
- 3-His fee for his services in Chancery No. 5086----- 50.00

\$ 515.00

To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs in each case, per receipts exhibited, to wit:-----

30.00

To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per receipts exhibited, in both causes, to wit:

- 1-Total costs of Charles W. Cecil,-\$ 56.00
- 2-Total appearance fees of F. Clifford Hane, Attorney----- 20.00

76.00

To do., for amounts paid W. M. Freestate, Agency, for the Assignees' corporate surety bonds filed in each cause, per receipts exhibited, to wit:-----

17.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:  
1-For publishing Notice of Sale----\$114.00  
2-For publishing Order Nisi of Sale in each cause-----28.00

142.00

To do., for an amount paid Charles W. Cecil, Clerk, for recording assignment of each mortgage, per receipts exhibited, to wit: 4.00

March 11, 1970

Auditor

By gross proceeds of sale, per reports of said vendor, to wit;--\$4,300.00

Dr.

To F. Clifford Hane, Assignees, of mortgages foreclosed (and vendor), per terms of mortgages, to wit:

- 1-His commissions for making sale--\$365.00
- 2-His fee for his services in Chancery No. 5085----- 100.00
- 3-His fee for his services in Chancery No. 5086----- 50.00

\$ 515.00

To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs in each case, per receipts exhibited, to wit:-----

30.00

To do., for amounts paid Joseph A. Jackson, Jr., Auctioneer, for the crying of said sales in each cause, per receipts exhibited, to wit:-----	\$	50.00	
To do., for an amount paid William R. Wilson, III, Treasurer, for the State and County taxes on the real estate sold in this cause, to wit:-----		98.00	
To do., for an amount paid for U. S. Postage by certified mail, in each case, per receipts exhibited, to wit:-----		.80	
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-----		15.00	
			60.00
To Queenstown Bank of Maryland, as a partial payment on the mortgage foreclosed in Chancery No. 5085, the balance, or the sum of-----			
		<u>3,307.20</u>	
		<u>\$4,300.00</u>	<u>\$4,300.00</u>

March 11, 1970

*J. Thomas Clark*  
Auditor

*Filed Mar. 11, 1970*

LIBER

5 PAGE 759

3,307.20  
\$4,300.00

\$4,300.00

F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

\*\*\*\*\*

F. CLIFFORD HANE, Assignee

vs.

WILLIAM H. FLETCHER, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 5085

IN EQUITY No. 5086

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:


The undersigned Court Auditor hereby certifies that on March 11, 1970, the date the audit in the above entitled causes 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  
Queenstown, Maryland 21658

William H. Fletcher and  
Nellie J. Fletcher, his wife  
Grasonville, Md. 21638

Queenstown Bank of Maryland  
Queenstown, Maryland 21658

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 March 11, 1970, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 26, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 27, 1970.

  
\_\_\_\_\_  
J. Thomas Clark  
Auditor

*Filed Mar. 11, 1970*

EQUITY No. 5086

CERTIFICATE OF NOTICES MAILED  
TO THE HONORABLE, THE JUDGE OF SAID COURT:  
The undersigned Court Auditor hereby certifies that on March 11, 1970, the date the audit in the above entitled causes 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  
Queenstown, Maryland 21658  
William H. Fletcher and  
Nellie J. Fletcher, his wife  
Grasonville, Md. 21638  
Queenstown Bank of Maryland  
Queenstown, Maryland 21658

17  
F. Clifford Hane  
Assignee of Mortgage

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

vs

IN EQUITY

William H. Fletcher and  
Nellie J. Fletcher, his wife

Cause No. 5086

FINAL RATIFICATION OF AUDIT

ORDERED, this 30th. day of March, 1970, 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 Circuit Court for Queen  
Anne's County.

*Filed Mar. 30, 1970*

NISI RATIFICATION OF AUDIT

16

F. Clifford Hane, Assignee

vs.

William H. Fletcher and  
Nellie J. Fletcher, his wife

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

Cause No. 5086

ORDERED, this 11th day of March, 1970, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 27th day of March, 1970, 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 1970.~~

*Charles Reed* Clerk

Filed March 11, 1970

QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on this first day of October in the year nineteen hundred and sixty-eight, the following Fi Fa was brought to be recorded, to wit:

(FI FA)

The State of Maryland

To the Sheriff of Queen Anne's County, Greeting:

WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the first Tuesday of March in the year of our Lord, one thousand nine hundred and sixty eight, a certain Ritz-Craft Corporation, P. O. Box 400, Shamokin, Pennsylvania

by judgment of the same Court, recovered against a certain Gaudenzia Homes, Inc., 74 Harvest Road, Levittown, Pennsylvania

as well the sum of Ten Thousand, Two Hundred Twenty Dollars and Seventy Cents and the sum of Ten Thousand, Four Hundred Five Dollars and Fifty Nine cents, with interest from the 15th day of May

1968 and Sixteen dollars and Ninety one cents for its costs and atty's coms. of \$1,593.11 and \$1,620.84 charges by it ~~and its bookkeeping expenses, etc.~~ about it's suit laid out and expended, whereof the said Gaudenzia Homes, Inc.

is convict, as it appears of record: with all exemptions waived

THEREFORE, you are hereby commended, that of the goods and chattels, lands and tenements of the said Gaudenzia Homes, Inc.

being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in the said County, on the first Monday of October next, to render unto the said Ritz-Craft Corporation the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ:

WITNESS, the Honorable J. DeWeese Carter, Chief Judge of our said Court, the 5th day of March in the year of our Lord, nineteen hundred and sixty eight.

Issued this 26th day of September 1968

Attorney for Plaintiff Clayton C. Carter Centreville, Maryland

.....Charles W. Cecil.....Clark

Filed Oct. 1, 1968

LIBER

Rights of Exemptions Waived

Levied as per schedule attached this 27th day of September, 1968.

*George B. Shank*  
Sheriff of Queen Anne's County, Md.

Property sold October 26, 1968 and proceeds ready for distribution per Return filed herewith this 6th day of November, 1968.

*George B. Shank*  
Sheriff of Queen Anne's County, Maryland

This writ of Fieri Facias received by me this 26th day of ~~September~~ *October* 1968, at the hour of 4:25 P. M.

*George B. Shank*  
Sheriff of Queen Anne's County, Md.

A SCHEDULE of the goods and chattels, lands and tenements of Gaudenzia Homes, Inc.

2 seized and levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of Ritz-Craft Corporation vs. Gaudenzia Homes, Inc.

I have seized and levied on the following property to wit: All the right, title, interest and estate of Gaudenzia Homes, Inc. in and to the following described real estate and personal property, to wit:

PARCEL NO. 1 - ALL those lots of ground situate, lying and being in the Fourth Election District of Queen Anne's County, on Kent Island, State of Maryland and described as follows, that is to say:

BEING known and designated as the North 1/2 of Lot 10 and all of Lot 12, Block J, of the Third Section of Kent Island Estates, set forth and shown on a Plat entitled "Second Edition of the Third Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, recorded among the records of Queen Anne's County in Land Liber T.S.P. No. 1 folio 191 and filed in Plat Book T.S.P. No. 1 page 6. Said parcel is located on the Southwest corner of the intersection of Elm Street and Oregon Road.

AND BEING improved by a Ritz-Craft "Vernon" 1 story aluminum sided insulated ranch home 24' x 52' containing 4 bedrooms and 1 1/2 bathrooms.

AND CONTAINING the following fixtures, furniture and equipment, to wit: storm doors and windows, G.E. electric refrigerator, Magic Chef gas stove, G.E. electric automatic washer and dryer, kitchen curtains, curtain rods, wood dinnette table and 4 chairs, 2 table lamps with shades, living room suit (consisting of two sofas, 2 covered chairs, 2 black painted rush seat chairs, 4 end tables, 2 coffee tables, 6 pillows and sideboard), carpet, 2 detached chain light fixtures, twin Hollywood beds, scatter rug, one Hollywood double bed and quilted spread, two double beds, night stand and bed spread, white painted bedroom suit (consisting of double bed, vanity, 2 nite stands and brass chair) and bedspread.

PARCEL NO. 2 - ALL those lots of ground situate, lying and being in the Fourth Election District of Queen Anne's County, on Kent Island, State of Maryland and described as follows, that is to say:

BEING known and designated as the South 1/2 of Lot 10 and all of Lot 8, Block J, of the Third Section of Kent Island Estates, set forth.

and shown on a Plat entitled "Second Edition of the Third Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, recorded among the records of Queen Anne's County in Land Liber T.S.P. No. 1 folio 191 and filed in Plat Book T.S.P. No. 1 page 6. Said parcel is located on the west side of Elm Street just south of Oregon Road.

AND BEING improved by a Ritz-Craft "Longwood" 1 story aluminum sided insulated ranch home 20' x 52' containing 3 bedrooms.

AND CONTAINING the following fixtures, furniture and equipment, to wit: G.E. electric refrigerator, Magic Chef gas range, 1 pair kitchen curtains, dinnette set with 6 chairs, living room suit (consisting of sofa, 2 upholstered chairs, 2 end tables, coffee table) 1 rug, 2 pair draperies, lot of rain spouting and gutter, 1 Hollywood bed and spread, twin Hollywood beds and spreads, chest of drawers, vanity table and Hollywood bed and spread with chest of drawers, storm doors and windows.

BEING the same lots which by deed dated May 16, 1966 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 21 folio 611 were granted and conveyed by The Romancoke Holding Company to Gaudenzia Homes, Inc.

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 anyway appertaining.

SUBJECT to the restrictions as contained in a deed from the Kent Island Holding Company, Inc. to the Chesapeake Bay Corporation dated October 25, 1960 and recorded among the Land Records aforesaid in Liber N.B.W. No. 7 folio 564, as amended and modified by confirmatory deed and Articles of Amendment between Kent Island Holding Company, Inc. and the Chesapeake Bay Corporation and The Romancoke Holding Company dated May 27, 1954 and recorded among the Land Records aforesaid in Liber T.S.P. No. 16 folio 116.

ALSO SUBJECT TO the following liens, viz:

Judgment in Law No. 2799 Circuit Court for Queen Anne's County in the amount of \$2,178.39 with interest @ 6% from September 20, 1967 and costs of \$33.00 to date.

Judgment in Law No. 2800 Circuit Court for Queen Anne's County in the amount of \$1,000 with interest @ 6% from April 17, 1968 and costs of \$22.50 to date.

State & County taxes, interest, advertisement and fees, plus 2% treasurer's fee thereon, in the total amount of \$525.58 paid on May 8th, 1968 and assigned by William R. Wilson, 3rd, County Treasurer to Ritz-Craft Corporation, with interest @ 6% of \$466.22 from May 1968 to day of sale hereunder.

*Filed Oct. 1, 1968*

*George B. Sharp*  
\_\_\_\_\_  
Sheriff of Queen Anne's County



RITZ-CRAFT CORPORATION : IN THE CIRCUIT COURT  
 :  
 : FOR  
 VS. : QUEEN ANNE'S COUNTY  
 GAUDENZIA HOMES, INC. : LAW NO. 2900

SHERIFF'S RETURN OF SALE PROCEEDS  
 UNDER WRIT OF FIERI FACIAS

After more than twenty (20) days previous notice of the time, place, manner and terms of sale by advertisement set up at the Court House door Centreville, Maryland, and inserted in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County where the real and personal property were located, a copy of said advertisement with the printer's certificate attached hereto, being filed herewith as a part hereof, and after have complied with all other prerequisites of law, I did attend on the premises, Kent Island Estates, at the hour of 1:30 P.M. on the 26th day of October, 1968, and after the auctioneer read aloud the advertisement of sale attached hereto, did offer to the highest bidders the properties described in said advertisement of sale; and after having the sale cried by Joseph A. Jackson, Jr., auctioneer, I did, by virtue of the power and authority vested in me, sell all the right, title, interest and estate of Gaudenzia Homes, Inc. in and to the same, unto Ritz-Craft Corporation, it being then and there the highest bidder therefor, at and for the sum of \$24,900.00.

The terms of sale having been complied with, I hereby render an accounting of the proceeds of sale:

Cr.

By amount of sale

\$ 24,900.00

Dr.

TO: George B. Sharp, Sheriff		
For his poundage fees:		
1½% of first \$5,000.....	\$ 75.00	
1% on second \$5,000.....	50.00	
½% on residue of \$14,900.....	<u>74.50</u>	\$ 199.50
TO: Joseph A. Jackson, Jr., Auctioneer		
For fee for crying sale		50.00
TO: George B. Sharp, Sheriff		
For fee for making execution		4.00
TO: Queen Anne's Record-Observer		
For advertising sale		184.38
TO: Charles W. Cecil, Clerk		
For his fees:		
Order of Satisfaction in Law #2799....	\$ 1.00	
Order of Satisfaction in Law #2800....	1.00	
Additional in Law #2900.....	21.91	
Recording in Extenso in Law #2900.....	<u>16.00</u>	39.91

TO: William R. Wilson, III, County Treasurer 1968-1969 State & County taxes on above lots.....\$ 342.27 Interest for 2 months on same... <u>3.42</u>	\$ 345.69
TO: Ritz-Craft Corporation, Assignee in Law No. 2799: Amount of judgment.....\$ 2,178.39 Clerk's fees paid..... 33.00 Interest from 9/20/67..... <u>145.60</u>	2,356.99
TO: Ritz-Craft Corporation, Assignee in Law #2800: Amount of judgment.....\$ 1,000.00 Clerk's fees paid..... 22.50 Interest from 4/17/68..... <u>32.00</u>	1,054.50
TO: Ritz-Craft Corporation, Assignee of William R. Wilson, III, County Treasurer 1967-68 State & County Taxes....\$ 466.22 Interest on same to 5/8/68..... 23.05 Advertisement & fees..... 26.00 2% Treasurer's fee..... 10.31 Interest on \$466.22 from 6/1/68. <u>14.90</u>	540.48
TO: Ritz-Craft Corporation Judgements in Law #2900:	<u>20,124.55</u> \$ <u>24,900.00</u>

Leaving a balance due on judgments in Law #2900 and attorneys commissions of..... \$ 3,715.69

Plus interest @ 6% on \$20,626.29 from 5/15/68 to 10/26/68..... \$ 563.79

Plus interest @ 6% on \$501.74\* from 10/26/68 until paid

\*\$3,715.69 balance less attorney's commissions of \$3,213.95 upon which interest is not allowed.

*George B. Sharp*  
\_\_\_\_\_  
Sheriff of Queen Anne's County

*Filed Nov. 6. 1968*

**SHERIFF'S SALE  
OF TWO  
KENT ISLAND ESTATES HOMES**

By virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County at the suit of Ritz-Craft Corporation vs. Gaudenzia Homes, Inc., Law No. 2900, I have seized and taken in execution all the right, title, interest and estate of Gaudenzia Homes, Inc. in and to the following described real estate, and personal property, to wit:

**PARCEL NO. 1** - ALL those lots of ground situate, lying and being in the Fourth Election District of Queen Anne's County, on Kent Island, State of Maryland and described as follows, that is to say:

BEING known and designated as the North  $\frac{1}{2}$  of Lot 10 and all of Lot 12, Block J, of the Third Section of Kent Island Estates, set forth and shown on a Plat entitled "Second Edition of the Third Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, recorded among the records of Queen Anne's County in Land Liber T.S.P. No. 1 folio 191 and filed in Plat Book T.S.P. No. 1 page 6. Said parcel is located on the Southwest corner of the intersection of Elm Street and Oregon Road.

AND BEING improved by a Ritz-Craft "Vernon" 1 story aluminum sided insulated ranch home 24' x 52' containing 4 bedrooms and  $1\frac{1}{2}$  bathrooms.

AND CONTAINING the following fixtures, furniture and equipment, to wit: storm doors and windows, G. E. electric refrigerator, Magic Chef gas stove, G. E. electric automatic washer and dryer, kitchen curtains, curtain rods, wood dinette table and 4 chairs, 2 table lamps with shades, living room unit (consisting of two sofas, 2 covered chairs, 2 black painted rush seat chairs, 4 end tables, 2 coffee tables, 6 pillows and sideboard), carpet, 2 detached chain light fixtures, twin Hollywood beds, scatter rug, one Hollywood double bed and quilted spread, two double beds, night stand and bedspread, white painted bedroom suit (consisting of double bed, vanity, 2 nite stands and brass chair) and bedspread.

**PARCEL NO. 2** - ALL those lots of ground situate, lying and being in the Fourth Election District of Queen Anne's County, on Kent Island, State of Maryland and described as follows: that is to say:

BEING known and designated as the South  $\frac{1}{2}$  of Lot 10 and all of Lot 8, Block J, of the Third Section of Kent Island Estates, set forth and shown on a Plat entitled "Second Edition of the Third Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, recorded among the records of Queen Anne's County in Land Liber T.S.P. No. 1 folio 191 and filed in Plat Book T.S.P. No. 1 page 6. Said parcel is located on the west side of Elm Street just south of Oregon Road.

AND BEING improved by a Ritz-Craft "Longwood" 1 story aluminum sided insulated ranch home 20' x 52' containing 3 bedrooms.

AND CONTAINING the following fixtures, furniture and equipment, to wit: G. E. electric refrigerator, Magic Chef gas range, 1 pair kitchen curtains, dinette set with 6 chairs, living room suit (consisting of sofa, 2 upholstered chairs, 2 end tables coffee table) rug, 2 pair draperies, lot of rain spouting and gutter, 1 Hollywood bed and spread, twin Hollywood beds, and spreads, chest of drawers, vanity table and Hollywood bed and spread with chest of drawers, storm doors and windows.

BEING the same lots which by deed dated May 16, 1966 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 21 folio 611 were granted and conveyed by The Romaneoke Holding Company to Gaudenzia Homes, Inc.

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

SUBJECT to the restrictions as contained in a deed from the Kent Island Holding Company, Inc. to the Chesapeake Bay Corporation dated October 25, 1950 and recorded among the Land Records aforesaid in Liber N.B.W. No. 7 folio 564, as amended and modified by confirmatory deed and Articles of Amendment between Kent Island Holding Company, Inc. and the Chesapeake Bay Corporation and The Romaneoke Holding Company dated May 27, 1954 and recorded among the Land Records aforesaid in Liber T.S.P. No. 16 folio 116.

ALSO SUBJECT to the following liens, viz:  
Judgement in Law No. 2799 Circuit Court for Queen Anne's County in the amount of \$2,198.39 with interest @ 6% from September 20, 1967 and costs of \$33.00 to date.

Judgement in Law No. 2800 Circuit Court for Queen Anne's County in the amount of \$1,000 with interest @ 6% from April 17, 1968 and costs of \$22.50 to date.

State & County taxes, interest, advertisement and fees, plus 2% treasurer's fee thereon, in the total amount of \$525.58 paid on May 8th, 1968 and assigned by William R. Wilson, 3rd. County Treasurer to Ritz-Craft Corporation, with interest @ 6% of \$466.22 from May 1968 to day of sale hereunder.

And I hereby give notice that I will sell at public auction  
on the said premises  
KENT ISLAND ESTATES

**SATURDAY, October 26th, 1968**

at 1:30 o'clock P.M.

all the right, title, interest and estate of the said Gaudenzia Homes, Inc. in and to the above described properties seized as aforesaid.

INSPECTION: The houses will be open for inspection at 12 noon on day of sale.

MANNER OF SALE: Each parcel with improvement and contents will be offered separately with bids reserved, and then offered together and sold in the manner producing the most money.

TERMS: 10% deposit on day of sale, the balance within 10 days, both in cash or by certified check.

GEORGE B. SHARP, Sheriff

Jos. A. Jackson, Auctioneer

4t-10-24

Queen Anne's

## RECORD-OBSERVER

Centreville, Md., Nov. 6, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Sheriff's Sale

Kent Island Homes

in the case/estate of Ritz-Craft Corp. vs. Gaudenzia Homes, Inc.

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 26th day of October, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of Oct. 1968 and the last insertion on the 24th day of Oct., 1968

THE RECORD-OBSERVER CORPORATION

By A. Thorne

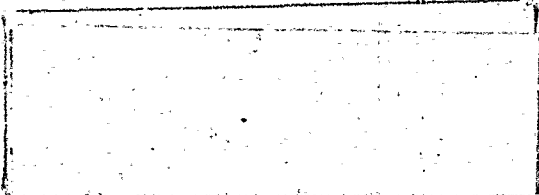
*Filed Nov. 6, 1968*

RATIFICATION

15/1  
ORDERED, by the Circuit Court for Queen Anne's County this 17th day of November, 1968, that the Return of the Sale Proceeds under a Writ of Fieri Facias made and filed in this case by George B. Sharp, Sheriff of Queen Anne's County, be, and the same is hereby ratified.

*B. Hackett Turner Jr.*  
Judge

*Filed Nov 7, 1968*



QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on this seventeenth day of July in the year nineteen hundred sixty-eight the following Fi Fa was brought to be recorded, to wit:-

(FI FA)

The State of Maryland

To the Sheriff of Queen Anne's County, Greeting:



WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the First Tuesday Monday of March in the year of our Lord, one thousand nine hundred and sixty eight, a certain Ernest E. Beck and Gladys S. Beck, his wife, P. O. Box 32, Elkton, Maryland

by judgment of the same Court, recovered against a certain Irvin Scott and Mary C. Scott, his wife, Centreville, Maryland,

as well the sum of Seven Hundred One dollars and Eleven cents, with interest from the 19th day of June 1968 and nineteen dollars and no cents for their costs and charges by them about their suit laid out and expended, whereof the said Irvin Scott and Mary C. Scott, his wife,

are convict, as it appears of record:

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said Irvin Scott and Mary C. Scott, his wife,

being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in the said County, on the First Monday of July next, to render unto the said Ernest E. Beck and Gladys S. Beck, his wife, the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ:

WITNESS, the Honorable J. DeWeese Carter Chief Judge of our said Court, the 5th day of March in the year of our Lord, nineteen hundred and sixty eight.

Issued this 27th day of June 19 68

Attorney for Plaintiffs  
J. Thomas Clark  
Centreville, Md.  
Phone: 758-1392

.....Charles W. Cecil.....Clerk

Filed July 17, 1968

Ernest E. Beck and wife

vs.

Irvin Scott and wife

LIGER

**THIS WRIT OF Fieri Facias**  
received by me this 22<sup>nd</sup>  
day of June 1968  
at the hour of 10:00 P.M.

George B. Shank  
Sheriff of  
Queen Anne's County, Md.

F1 Fa on Judgment

Debt	\$701.11
Int.	
Clerk	10.00
Shff.	4.00
Appr.	5.00
Clerk	3.75
F1 Fa	
Shff.	4.00

levied as per schedule attached  
this 6th day of July, 1968.

George B. Shank  
Sheriff for Queen Anne's County

A SCHEDULE of the goods and chattels, lands and tenements of Irvin Scott and Mary C. Scott, his wife seized and levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of Ernest E. Beck and Gladys S. Beck vs. Irvin Scott & Mary C. Scott I have seized and levied on the following property 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, in the State of Maryland, on the southerly side of the Corsica Neck Public Road (also known as Chesterfield Avenue Extended), bounded on the north by the aforesaid public road, on the west by the remaining land of Robert T. Yates and Irene J. Yates, on the south by the lands of, or formerly of, Mrs. Clayton Wright, and on the east by the lands of, or formerly of, George Gibson, and more particularly described by metes and bounds, courses and distances according to a plat and survey thereof by Walter E. Woodford, Jr., Registered Surveyor, dated July, 1957, and shown on the plat thereof recorded among the land records of Queen Anne's County as Parcel "B", as follows, to wit:

BEGINNING for the same at a point on the southerly side of the Corsica Neck Public Road (also known as Chesterfield Avenue Extended) where the division line of Parcel "A" and Parcel "B" as shown on said plat intersect the southerly right of way line of said public road as shown on State Roads Commission right of way plat No. 2679, which point of beginning bears South 66 degrees 54 minutes east 182.04 feet from the intersection of the center line of Creamry Lane with the southerly right of way line of the Corsica Neck Public Road, and running thence from said point of beginning along and with the newly created division line between Parcel "A" and Parcel "B" on the aforesaid plat south 38 degrees 52 minutes west 148.19 feet to a concrete post, thence still with said division line south 47 degrees 20 minutes east 59.05 feet to a concrete monument, thence still with said division line south 41 degrees 42 minutes west, 52.10 feet to a concrete monument on the line of the lands of, or formerly of, Mrs. Clayton Wright, and a point in the last line of the lot of ground firstly described in the deed from Herbert W. Moore and wife to Robert T. Yates and wife, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 2, folio 509, thence by and with said lands and binding in part along the aforesaid last line, south 50 degrees 53 minutes east 60 feet to a post being a corner for the lands of said Wright, and the lands of, or formerly of, George W. Gibson, and the lands herein intended to be conveyed, thence by and with said Gibson lands north 38 degrees 52 minutes east 237.26 feet to a point on the southerly side of the right of way line of the said Corsica Neck Public Road, passing over an old stone 4.74 feet from the end of said line, thence by and with the southerly right of way line of the Corsica Neck Public Road north 66 degrees 54 minutes west 120.90 feet to the place of beginning.

BEING THE same and all the land granted to Irvin Scott and wife by Ernest Ellsworth Beck and wife, by deed dated September 13, 1967, and recorded among the land records of Queen Anne's County aforesaid in Liber C.W.C. No. 31, folio 388.

George B. Sharp  
Sheriff for Queen Anne's County



ERNEST E. BECK, et al.

vs.

IRVIN SCOTT, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Law No. 2903

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George B. Sharp, Sheriff of Queen Anne's County, respectfully represents:

1. That pursuant to the Writ of Fieri Facia issued out of this Court to the undersigned in the above entitled case, I did take and seize in execution all the following described real estate, 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, in the State of Maryland, on the southerly side of the Corsica Neck public road (also known as Chesterfield Avenue Extended), bounded on the north by the aforesaid public road, on the west by the remaining land of Robert T. Yates and Irene J. Yates, on the south by the lands of, or formerly of, Mrs. Clayton Wright, and on the East by the lands of, or formerly of, George Gibson, and more particularly described by metes and bounds, courses and distances according to a plat and survey thereof by Walter E. Woodford, Jr. Registered Surveyor, dated July, 1957, and shown on the plat thereof recorded among the land records of Queen Anne's County as Parcel "B", as follows, to wit: BEGINNING for the same at a point on the southerly side of the Corsica Neck Public Road (also known as Chesterfield Avenue Extended) where the division line of Parcel "A" and Parcel "B" as shown on said plat intersect the southerly right of way line of said public road as shown on State Roads Commission right of way plat No. 2679, which point of beginning bears south 66 degrees 54 minutes east 182.04 feet from the intersection of the center line of Creamry Lane with the southerly right of way line of the Corsica Neck Public Road, and running thence from said point of beginning along and with the newly created division line between Parcel "A" and Parcel "B" on the aforesaid plat south 38 degrees 52 minutes west 148.19 feet to a concrete post, thence still with said division line south 47 degrees 20 minutes east 59.05 feet to a concrete monument, thence still with said division line south 41 degrees 42 minutes west, 52.10 feet to a concrete monument on the line of the lands of, or formerly of, Mrs. Clayton Wright, and a point in the last line of the lot of ground firstly described in the deed from Herbert W. Moore and wife to Robert T. Yates and wife, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 2, folio 509, thence by and with said lands and binding in part along the aforesaid last line, south 50 degrees 53 minutes east 60 feet to a post, being a corner for the lands of said Wright, and the lands of, or formerly of, George W. Gibson, and the lands herein intended to be conveyed, thence by and with said Gibson lands north 38 degrees 52 minutes east 237.26 feet to a point on the southerly side of the right of way line of the said Corsica Neck Public Road, passing over an old stone 4.74 feet from the end of said line, thence by and with the southerly right of way line of the Corsica Neck Public Road north 66 degrees 54 minutes east 120.90 feet to the place of beginning. Together with the improvements thereon made or being.

2. That thereafter on the 15th day of August, 1968, after duly publishing notice of the Sheriff's sale in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, for a period of three consecutive weeks prior to said sale, as per certificate of publication of notice of sale with attached copy of said advertisement filed herewith and made a part hereof and marked Exhibit "A", I did sell said real estate at public sale in accordance with said advertisement, in front of the Queen Anne's County Court House Door, Centreville, Maryland, on Thursday, August 15, 1968, at 10:30 o'clock a.m., after the auctioneer did cry said sale for sometime, to Ernest E. Beck, for the sum of \$500.00, he being then and there the highest bidder therefor, and sold to him, all the right, title, interest and estate of the said Irvin Scott and Mary C. Scott, his wife, Defendants, in and to the above described real estate. The said sale was for cash.

3. The said Ernest E. Beck has fully complied with the terms of sale by payment of the moneys, and the undersigned has executed unto the said Ernest E. Beck a deed conveying to him the interest of the said Irvin Scott and Mary C. Scott, his wife.

4. That after deducting the expenses of this sale, namely, Sheriff's poundage, court costs, costs of advertising sale and auctioneer's charges for crying said sale in the sum of \$149.55, the balance, or the sum of \$350.45, has been turned over to the said Ernest E. Beck and Gladys S. Beck, his wife, the judgment creditor, as a partial payment on their judgment in said case.

Respectfully submitted,

George B. Sharp  
George B. Sharp, Sheriff of  
Queen Anne's County

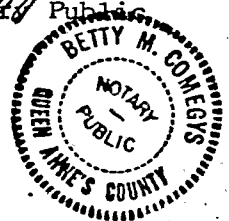
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of October, 1968, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared George B. Sharp, Sheriff of Queen Anne's County, Maryland, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESSETH my hand and Notarial Seal.

Betty M. Conroy  
Notary Public

Filed Oct. 31. 1968



**NOTICE****SHERIFF'S SALE  
VALUABLE REAL ESTATE  
CENTREVILLE**

Under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, at the suit of Ernest E. Beck and Gladys S. Beck, his wife, vs. Irvin Scott and Mary C. Scott, his wife, Case No. Law 2903, I have seized and taken in execution **ALL THE RIGHT, TITLE, INTEREST AND ESTATE OF THE SAID DEFENDANTS**, in and to the lot of ground and the improvements thereon, situate in Queen Anne's County and described as follows:

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, in the State of Maryland, on the southerly side of the Corsica Neck Public Road (also known as Chesterfield Avenue Extended), bounded on the north by the aforesaid public road, on the west by the remaining land of Robert T. Yates and Irene J. Yates, on the south by the lands of, or formerly of, Mrs. Clayton Wright, and on the East by the lands of, or formerly of, George Gibson, and more particularly described by metes and bounds, courses and distances according to a plat and survey thereof by Walter E. Woodford, Jr., Registered Surveyor, dated July, 1957, and shown on the plat thereof recorded among the land records of Queen Anne's County as Parcel "B", as follows, to wit:

BEGINNING for the same at a point on the southerly side of the Corsica Neck Public Road (also known as Chesterfield Avenue Extended) where the division line of Parcel "A" and Parcel "B" as shown on said plat intersect the southerly right of way line of said public road as shown on State Roads Commission right of way plat No. 2679, which point of beginning bears south 66 degrees 54 minutes east 182.04 feet from the intersection of the center line of Creamry Lane with the southerly right of way line of the Corsica Neck Public Road, and running thence from said point of beginning along and with the newly created division line between Parcel "A" and Parcel "B" on the aforesaid plat south 38 degrees 52 minutes west 148.19 feet to a concrete post, thence still with said division line south 47 degrees 20 minutes east

59.05 feet to a concrete monument, thence still with said division line south 41 degrees 42 minutes west, 52.10 feet to a concrete monument on the line of the lands of, or formerly of, Mrs. Clayton Wright, and a point in the last line of the lot of ground firstly described in the deed from Herbert W. Moore and wife to Robert T. Yates and wife, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 2, folio 509, thence by and with said lands and binding in part along the aforesaid last line, south 50 degrees 53 minutes east 60 feet to a post, being a corner for the lands of said Wright, and the lands of, or formerly of, George W. Gibson, and the lands herein intended to be conveyed, thence by and with said Gibson lands north 38 degrees 52 minutes east 237.26 feet to a point on the southerly side of the right of way line of the said Corsica Neck Public Road, passing over an old stone 4.74 feet from the end of said line, thence by and with the southerly right of way line of the Corsica Neck Public Road north 66 degrees 54 minutes east 120.90 feet to the place of beginning. Together with the improvements thereon made or being.

And I hereby give notice that I will sell in front of the Queen Anne's County Court House door, Centreville, Maryland, on Thursday, August 15, 1968, at 10:30 o'clock a.m., ALL THE RIGHT, TITLE, INTEREST AND ESTATE OF THE SAID IRVIN SCOTT AND MARY C. SCOTT, HIS WIFE, DEFENDANTS, IN AND TO THE ABOVE DESCRIBED REAL ESTATE, seized as aforesaid.

Terms: Cash.

George B. Sharp  
Sheriff of Queen Anne's County

3T-8-8

LIBER

5 PAGE 777

Queen  Anne's

# RECORD-OBSERVER

Centreville, Md., Oct. 18, 19<sup>68</sup>

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Sheriff's Sale

in the case/estate of Ernest B. Beck vs. Irvin Scott  
Case No. Law 2903

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th day of August, 19<sup>68</sup>, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of July 19<sup>68</sup>, and the last insertion on the 8th day of August, 19<sup>68</sup>

THE RECORD-OBSERVER CORPORATION

By *Barthelme*

*Filed Oct 31. 1968*

*EXHIBIT A*

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on this Nineteenth day of June in the year nineteen hundred seventy, the following Order To Docket Suit was brought to be recorded, to wit:-

EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

*Chancery # 5143*

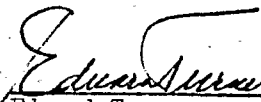
*R. 34902*

*6/19/70 #15*

ORDER TO DOCKET SUIT

TO: Charles W. Cecil, Esquire, Clerk:

You will please docket suit, as per the above titling, for foreclosure of the mortgage from Charles Clark, Jr., and Ada Louise Clark, his wife, to Tidewater Bank, dated July 14, 1967 and recorded in Liber C. W. C. No. 29, folio 394, a land record book for Queen Anne's County, State of Maryland, default having occurred in the terms thereof by reason, among others, of the non-payment of the principal and interest due thereunder at the times herein provided for the payment thereof, and you will file in said cause the original mortgage, as well as the accompanying Affidavit, and Statement of Mortgage Debt.



Edward Turner  
Attorney Named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-1795

*Filed June 19, 1970*

LIBER

5 NSE 780

EDWARD TURNER  
Attorney named in Mortgage,  
PLAINTIFF

IN THE  
CIRCUIT COURT

vs.

FOR

CHARLES CLARK, JR. and  
ADA LOUISE CLARK, his wife,  
Mortgagors,  
Stevensville, Maryland 21666  
DEFENDANTS.

QUEEN ANNE'S COUNTY  
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt due and owing as of the day of sale under the mortgage from Charles Clark, Jr., and Ada Louise Clark, his wife, to Tidewater Bank, said mortgage bearing date July 14, 1967 and recorded in Land Liber, Queen Anne's County, C. W. C. No. 29, folio 394.

Amount of the principal mortgage debt secured by said mortgage and as appears from the mortgage note attached hereto - - - - -	\$900.00
Paid on account - - - - -	166.23
Interest due from September 14, 1969, to June 16, 1970 - - - - -	\$733.77
	<u>40.60</u>
	\$774.37

Interest for sixty (60) days from day of sale in accordance with Article 66, Section 8A of the Annotated Code of Maryland - - - - -	7.20
	<u>\$781.57</u>

Plus 10% collection commissions, as provided in Note, on \$781.57 - - - - -	\$78.16
And counsel fee as provided in mortgage - - - - -	<u>50.00</u>
	128.16

Total amount of mortgage debt - - - - - \$909.73

Edward Turner  
Edward Turner  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-1795

*Filed June 19, 1970*  
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this *19th* day of *June* 1970, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared EDWARD TURNER, the Attorney named in Mortgage, and made oath in due form of law that the foregoing is a true Statement of Mortgage Debt due from Charles Clark, Jr., and Ada Louise Clark, his wife, as Mortgagors under the Mortgage mentioned and described in the said Statement, to the best of his knowledge and belief; and that neither of the Defendants, Charles Clark, Jr., and Ada Louise Clark, his wife, are in the Military Service of the United States, and that neither Defendant has been in such service within SIX (6) MONTHS prior hereto; and that this information is obtained from persons who know the Defendants.

Charles W. Cecil  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed June 19, 1970*

**\$ 900.00 PRINCIPAL MORTGAGE NOTE**      Stevensville, Maryland, July 14 19. 67

For Value received ~~I~~ we, or either of us, jointly and severally promise to pay to the order of

**TIDEWATER BANK**  
KENT ISLAND

the sum of **NINE HUNDRED** - - - - - **00** Dollars

Negotiable and payable at the Banking House in installments of \$ 25.00 each, beginning on the 14th day of August 19. 67 <sup>including</sup> interest to date of payment of each installment at the rate of 6% per annum on the full amount of balance of note, and payable every month thereafter, with interest as aforesaid, until the full balance is paid.

Upon non-payment of any installment of principal or interest all remaining installments shall immediately become due and payable, at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 15% for collection, and authorize any attorney at 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 exception waived.

*Charles Clark*  
*Ada Clark*

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

**SECURED BY FIRST MORTGAGE ON REAL ESTATE.**

**SCHEDULE OF PAYMENTS**

DATE PAID	INT.	PRIN.	BALANCE
1-8-14-67	4.50	20.50	879.50
2-9-19-67	4.40	20.60	858.90
3-10-13-67	4.29	20.71	838.19
4-11-24-67	4.19	20.81	817.38
5-1-31-67	4.09	20.91	796.47
6-1-31-68	3.98	21.02	775.45
7-1-31-68	3.88	21.12	754.33
8-20/68 2/20/68	68.65	68.65	822.98
9-9/8/68	16.46	3.54	819.44
10-7-13-68	4.10	5.90	813.54
11-7-13-68	-	10.00	809.44
12-7-20-68	-	10.00	799.44
13-7-27-68	3.99	6.01	793.43
14-08-3-68	3.97	6.03	787.40
15-8-10/68	-	10.00	777.40
16-8-14/68	-	10.00	767.40
17-8-31/68	-	10.00	757.40
18-9-21/68	3.79	6.21	751.19
19-11-23/68	3.59	2.48	748.71
20-11-19/69	1.20	31.30	717.41
21-10-16/69	3.59	21.41	696.00
22-8-25-69	10.44	29.56	656.44
23-5-15-70	7.00	197.53	733.77
24			
25			
26			
27			
28			
29			
30			

Filed June 19, 1970



No. 52957

Re 20707 RECEIVED FOR RECORD July 17, 1967

THIS MORTGAGE, made this 14<sup>th</sup> day of July, 1967, by and between CHARLES CLARK, JR. and ADA LOUISE CLARK, his wife, parties of the first part, hereinafter referred to as MORTGAGOR, and TIDEWATER BANK, a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of NINE HUNDRED Dollars (\$ 900.00 ) payable, with interest thereon from the date hereof at the rate of SIX ( 6 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

In monthly installments of TWENTY FIVE DOLLARS (\$25.00) each, including interest as aforesaid, the first of said installments to be payable on the 14<sup>th</sup> day of AUGUST, 1967; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of ONE (1) YEAR from the date of the execution of this mortgage, or any time thereafter at the option of the mortgagee;

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, with all improvements, including a two story frame dwelling house, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the Northwest side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R. Tilden Baxter on the Northeast side, bounded by the property formerly known as the Stevens lot, now the property of Margaret Tolson, on the Southwest side and located on the Westerly side of the Stevensville-Love Point Public Road, and containing one-half an acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Clark, Jr. and Ada Louise Clark, his wife, by Frank T. Boone, Jr. and Mildred C. Boone, his wife, by deed of conveyance bearing date November 2, 1963, and recorded in Liber C. W. C. No. 4, folio 116, a land record book for Queen Anne's County, State of Maryland.

Filed June 19, 1970



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 Edward Turner and/or B. Hackett Turner, Jr., or either of them, its ~~xxx~~ 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 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: (as to Mortgagors)

*Thurman P. Jefferson*  
*Thurman P. Jefferson*

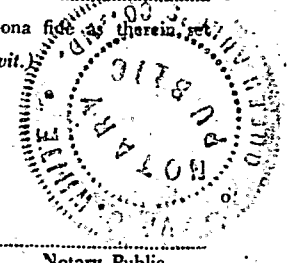
*Charles Clark, Jr.* (SEAL)  
Charles Clark, Jr.  
*Ada Louise Clark* (SEAL)  
Ada Louise Clark  
(SEAL)  
(SEAL)

STATE OF MARYLAND  
COUNTY OF Queen Anne's, to wit:

On this the 14th day of July, 1967, before me, \* *Eva C. White*, the undersigned officer, personally appeared CHARLES CLARK, JR. and ADA LOUISE CLARK, his wife., known to me to be the person (s) whose name (s) ~~are~~ subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Thurman P. Jefferson, Cashier for Tidewater Bank, the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

*Eva C. White*  
Eva C. White, Notary Public  
My commission expires July 1, 1969.



\*Here insert the name of the officer who takes the acknowledgment

Ch. 5143

RECEIVED FOR R.W.C. June 19, 1970

6  
1

# Fidelity and Deposit Company

5143

HOME OFFICE OF MARYLAND BALTIMORE 21203

KNOW ALL MEN BY THESE PRESENTS:

That we Edward Turner, of Centreville, Queen Anne's County, Maryland,  
Attorney in Mortgage,

..... as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of FIFTEEN HUNDRED (\$1,500.00)

..... Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Scaled with our seals and dated this 18th day of June  
in the year of our Lord one thousand nine hundred and seventy.

Whereas, the above bounden Edward Turner, attorney in mortgage,

by virtue of the power contained in a mortgage from Charles Clark, Jr., and Asia  
Louise Clark of Stevensville, Maryland to Tidewater Bank

~~xxx~~  
bearing date the 14th day of July and recorded  
among the mortgage records of Queen Anne's County, Maryland  
in Liber C.M.C. No. 29 Folio 394 ~~xxx~~

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  
Edward Turner, attorney as aforesaid

do and shall well and truly and faithfully perform the trust reposed in him as attorney  
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 Edward Turner, attorney 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:

Marilee H. Thompson Edward Turner (SEAL)  
(Attorney in Mortgage) (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Marilee H. Thompson By William M. Peastote  
As to Surety Attorney-in-Fact

MD1278-1M, 10-65 171021

Mortgage's of Attorney's Bond  
Power of Attorney Attached

Security approved and Bond filed June 19, 1970  
Charles W. Cecil Clerk

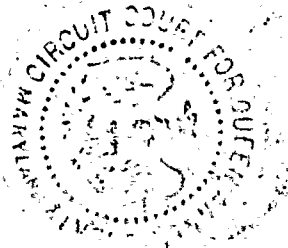
Certified copy of  
Power of Attorney attached

OVER

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 369, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereun subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of July, nineteen hundred seventy.



Charles H. Cecil  
Clerk of the Circuit Court for  
Queen Anne's County

3

EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

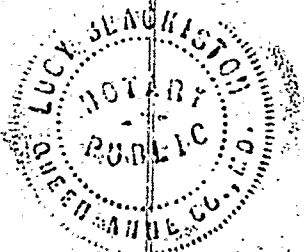
CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: IN EQUITY  
:  
: CHANCERY NO. 5143  
:

AFFIDAVIT

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

I HEREBY CERTIFY that on this 21st day of July, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD TURNER, Attorney named in Mortgage, and made oath in due form of law that Charles Clark, Jr. and Ada Louise Clark, his wife, the mortgagors referred to in the Order to Docket Suit, heretofore filed in this proceeding, are not now, nor have they ever been within six (6) months prior thereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto, and that this information is gotten from persons who know the mortgagors.



Lucy Blackiston  
Lucy BLACKISTON  
Notary Public  
My commission expires July 1, 1974.

Filed July 21, 1970

LIBER

5 PAGE 763

8/

EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 5143

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Edward Turner, Attorney named in Mortgage from Charles Clark, Jr. and Ada Louise Clark, his wife, to Tidewater Bank, dated July 14, 1967, and recorded among the land records of Queen Anne's County, Maryland, in Liber C. W. C. No. 29, folio 394, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage respectfully shows:

That default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest of the note secured by said mortgage, said attorney named in mortgage 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 Fidelity and Deposit 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 One Thousand Five Hundred Dollars (\$1,500.00), 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 attorney named in mortgage 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., D.S.T., on Friday, July 24, 1970, 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 Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto JAMES F. EWING, Agent for WILLIAM THOMAS LOWERY and LOUISE LOWERY, his wife, he being then and there the highest bidder therefor, at and for the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00), - - - - - one-third (1/3) of which, or the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) - - - - - having been paid in cash on the day of sale in compliance with the said 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 TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00).

Respectfully submitted,

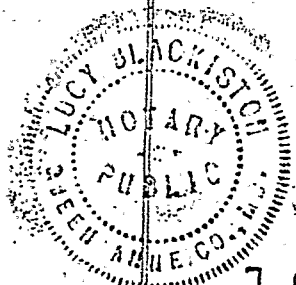
*Edward Turner*

Edward Turner  
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of July, 1970, before the subscriber, a Notary Public in and for Queen Anne's County, State of Maryland, personally appeared EDWARD TURNER, Attorney named in mortgage, 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 heretofore filed in this cause, 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.



*Lucy Blackiston*  
Lucy Blackiston  
Notary Public

My commission expires July 1, 1974.

*Filed July 24, 1970*

**MORTGAGE SALE  
OF REAL ESTATE**

Under and by virtue of the Power of Sale contained in a mortgage from Charles Clark, Jr. and Ada Louise Clark, his wife, to Tidewater Bank dated July 14, 1967 and recorded in Liber C.W.C. No. 29, folio 394, a land record book for Queen Anne's County, State of Maryland, default having occurred in the terms of said mortgage, the undersigned attorney named in said mortgage to make sale in the event of default, will offer at public sale to the highest bidder, on

**FRIDAY, JULY 24, 1970**

at 1:30 o'clock p.m. (DST) in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot or parcel of land, with all improvements, including a two story frame dwelling house, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the Northwest side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R. Tilden Baxter on the Northeast side, bounded by the property formerly known as the Stevens lot, now the property of Margaret Tolson, on the Southwest side and located on the Westerly side of the Stevensville-Love Point Public Road, and containing one-half an acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Clark, Jr. and Ada Louise Clark, his wife, by Frank T. Boone, Jr. and Mildred C. Boone, his wife, by deed of conveyance bearing date November 2, 1963, and recorded in Liber C.W.C. No. 4, folio 116, a land record book for Queen Anne's County, State of Maryland.


**TERMS OF SALE:** One third (1/3) of the purchase money will be required in cash on the day of sale, and the balance thereof is to be paid upon ratification of the sale by the Court and is to be secured by note of the purchaser bearing interest from the day of sale at six (6%) per centum. Taxes and insurance will be adjusted to the day of sale and all title papers, deed of conveyance, revenue stamps, transfer tax, and recordation costs to be at the purchasers' expense. Possession will be given upon ratification of sale.

**EDWARD TURNER**

Attorney named in Mortgage

Joseph A. Jackson, Auctioneer

41-7-22

Queen  Anne's  
**RECORD-OBSERVER**

Centre ville, Md., July 24, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Mortgage sale of Real Estate

in the case/estate of Charles Clark, Jr. and Ada Louise Clark

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 24th day of July, 1970, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of July 1970, and the last insertion on the 22nd day of July, 1970

THE RECORD-OBSERVER CORPORATION

By Arletty M. Moore

Filed July 24, 1970



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LIBER 5 MAR 780

EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: IN EQUITY  
:  
: CHANCERY NO. 5143  
:

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND :  
COUNTY OF QUEEN ANNE'S : SS:

I HEREBY CERTIFY, that on this 24th day of July, 1970,  
before me, the subscriber, a Notary Public of the State of Maryland, in and  
for Queen Anne's County, personally appeared JAMES F. EWING, Agent for WILLIAM  
THOMAS LOWERY and LOUISE LOWERY, his wife, purchaser at the foreclosure  
sale of this cause and being duly authorized so to do, 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, and  
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  
My commission expires July 1, 1974.

*Filed July 24, 1970*

CERTIFICATE OF AUCTIONEER

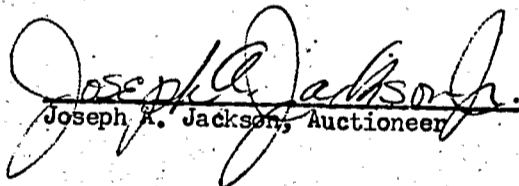
I HEREBY CERTIFY, that I did sell at public auction:

ALL that lot or parcel of land, with all improvements, including a two story frame dwelling house, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the Northwest side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R. Tilden Baxter on the Northeast side, bounded by the property formerly known as the Stevens lot, now the property of Margaret Tolson, on the Southwest side and located on the Westerly side of the Stevensville-Love Point Public Road, and containing one-half an acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Clark, Jr. and Ada Louise Clark, his wife, by Frank T. Boone, Jr. and Mildred C. Boone, his wife, by deed of conveyance bearing date November 2, 1963, and recorded in Liber C.W.C. No. 4, folio 116, a land record book for Queen Anne's County, State of Maryland.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, 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, July 24, 1970, beginning at the hour of 1:30 P.M., Daylight Saving Time, unto JAMES F. EWING, Agent for WILLIAM THOMAS LOWERY and LOUISE LOWERY, his wife -----  
----- at and for the sum of Two  
Thousand Two Hundred Fifty Dollars (\$2,250.00)

  
Joseph R. Jackson, Auctioneer

Filed July 24, 1970

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LIBER

5 PAGE 702

EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

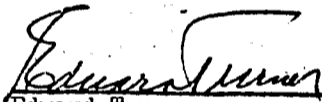
CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: IN EQUITY  
:  
: CHANCERY NO. 5143  
:

CERTIFICATE OF COMPLIANCE

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

I, Edward Turner, hereby certify that in accordance with Maryland Rules W74a2(b) and 5 aa, on July 6, 1970, I mailed to Charles Clark, Jr. and Ada Louise Clark, his wife, Defendants, at Stevensville, Maryland, Queen Anne's County, 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.



Edward Turner  
Attorney named in Mortgage

Filed July 24, 1970

JUL 8 1970

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S).  
REQUIRED FEES PAID.

Show to whom, date and address where delivered       Deliver ONLY to addressee

**RECEIPT**  
Received the numbered article described below.

REGISTERED NO. <b>400</b>	(1) <i>Mrs. Mrs. Charles Clark</i> (2) <i>Ada Clark</i> (3)	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.		SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.		SHOW WHERE DELIVERED (only if requested)
DATE DELIVERED <b>7-8-70</b>		

655-10-71549-11 347-108 GPO

## MORTGAGE SALE OF REAL ESTATE

Under and by virtue of the Power of Sale contained in a mortgage from Charles Clark, Jr. and Ada Louise Clark, his wife, to Tidewater Bank dated July 14, 1967 and recorded in Liber C.W.C. No. 29, folio 394, a land record book for Queen Anne's County, State of Maryland, default having occurred in the terms of said mortgage, the undersigned attorney named in said mortgage to make sale in the event of default, will offer at public sale to the highest bidder, on

**FRIDAY, JULY 24, 1970**

at 1:30 o'clock p.m. (DST) in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot or parcel of land, with all improvements, including a two story frame dwelling house, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the Northwest side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R. Tilden Baxter on the Northeast side, bounded by the property formerly known as the Stevens lot, now the property of Margaret Tolson, on the Southwest side and located on the Westerly side of the Stevensville-Love Point Public Road, and containing one-half an acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Clark, Jr. and Ada Louise Clark, his wife, by Frank T. Boone, Jr. and Mildred C. Boone, his wife, by deed of conveyance bearing date November 2, 1963, and recorded in Liber C.W.C. No. 4, folio 116, a land record book for Queen Anne's County, State of Maryland.

**TERMS OF SALE:** One third (1/3) of the purchase money will be required in cash on the day of sale, and the balance thereof is to be paid upon ratification of the sale by the Court and is to be secured by note of the purchaser bearing interest from the day of sale at six (6%) per centum. Taxes and insurance will be adjusted to the day of sale and all title papers, deed of conveyance, revenue stamps, transfer tax, and recordation costs to be at the purchasers' expense. Possession will be given upon ratification of sale.

**EDWARD TURNER**

Attorney named in Mortgage

Joseph A. Jackson, Auctioneer

41-7-22

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ORDER NISI ON SALE

Edward Turner  
Attorney named in Mortgage

vs.

Charles Clark, Jr.  
and  
Ada Louise Clark, his wife

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

Cause No. 5143

ORDERED, this 24th day of July, 1970, that the sale of the real property, made and reported in this cause by Edward Turner, Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of August, 1970, 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 August, 1970.

The report states the amount of sales to be \$ 2,250.00

Charles W. Cecil Clerk

Filed July 24, 1970

ORDER NISI

ORDER NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 5143

Edward Turner  
Attorney named in Mortgage

vs.

Charles Clark, Jr.  
and  
Ada Louise Clark, his wife

ORDERED, this 24th day of July, 1970, that the sale of the real property, made and reported in this cause by Edward Turner, Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of August, 1970, 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 August, 1970.

The report states the amount of sales to be \$2,250.00.

CHARLES W. CECIL  
Clerk

Filed July 24, 1970

True Copy

Test: Charles W. Cecil, Clerk

31-8-12

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Queen Anne's

RECORD-OBSERVER

Centreville, Md., August 26, 1970

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order nisi

in the case/estate of Charles Clark, Jr.

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 successive weeks before the 24th day of August, 1970, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of July, 1970, and the last insertion on the 12th day of August, 1970.

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morrow

Filed Aug 26, 1970

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EDWARD TURNER  
Attorney named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

vs.

CHARLES CLARK, JR.  
and  
ADA LOUISE CLARK, his wife  
Stevensville, Maryland 21666

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 5143

: : : : : : :

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Edward Turner, Attorney named in mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Attorney named in mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefore to the Auditor.

*B. Herbert Turner Jr.*  
JUDGE

*Filed Aug 26, 1970*

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EDWARD TURNER  
Attorney named in Mortgage  
vs.

CHARLES CLARK, JR. and  
ADA LOUISE CLARK, his wife

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 5143

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

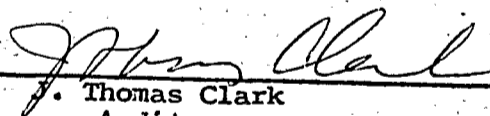
The undersigned Court Auditor hereby certifies that on September 10, 1970, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Edward Turner, Attorney  
named in Mortgage  
109 Lawyers Row  
Centreville, Maryland 21617

Tidewater Bank  
Stevensville, Maryland 21666

Charles Clark, Jr. and  
Ada Louise Clark  
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 addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on September 10, 1970, with the Clerk of this Court, Centreville, Maryland, that exceptions to said audit must be filed on or before September 25, 1970, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on September 28, 1970.

  
\_\_\_\_\_  
J. Thomas Clark  
Auditor

*Filed Sept. 10. 1970*

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EDWARD TURNER  
Attorney named in Mortgage

vs.

CHARLES CLARK, JR. and  
ADA LOUISE CLARK, his wife.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5143

TO THE HONORABLE, THE JUDGE OF SAID COURT:

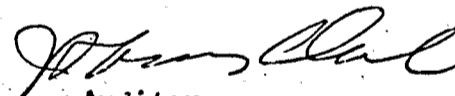
The report of J. Thomas Clark, Auditor, unto  
your Honors, respectfully represents:

1. That this account is stated at the request of  
Edward Turner, Attorney named in Mortgage, 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 Edward Turner,  
Attorney and vendor, is charged with the gross proceeds of  
sale and interest collected in 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, U. S. Postal charges, Notary Public charges,  
the auctioneer's fee, vendor's share of State and County taxes,  
the fee of the Deputy Sheriff for serving Notice to Quit,  
the fee of your Auditor for stating this account and his  
expenses, the payment of the mortgage debt and interest due  
thereon, and the direction for the disbursement of the  
surplus proceeds of the sale. Commissions on note disallowed.

Respectfully submitted,

September 10, 1970

  
Auditor

*Filed Sept. 10. 1970*



## Cause No. 5143

The proceeds of the sale of land reported in this cause, in account with Edward Turner, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

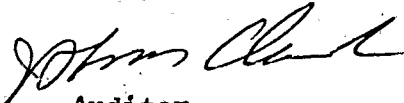
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1970  
 Aug. 26 By proceeds of the sale of said land, per report of said vendor, to wit:-----\$2,250.00  
 By interest collected on purchase price, per report of said vendor, to wit:----- 9.38  
 By gross proceeds of sale, to wit:-----\$2,259.38

Dr.

To Edward Turner, Attorney named in Mortgage, of the mortgage foreclosed (and vendor), per terms of mortgage, to wit:  
 1-His commissions for making sale-----\$225.00  
 2-His fee for his services----- 50.00 275.00  
 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, per statement exhibited, to wit:  
 1-Costs of Charles W. Cecil-----\$ 36.00  
 2-Appearance fee of Edward Turner, Atty 10.00 46.00  
 To do., for an amount paid Fidelity and 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-----\$ 87.50  
 2-For publishing Order Nisi of Sale--- 14.00 101.50  
 To do., for an amount paid Joseph Jackson, Jr., Auctioneer, for crying said sale, per rules of Court, the sum of----- 25.00  
 To do., for an amount paid U. S. Post Office, for mailing registered letter, return receipt requested, per receipt exhibited, to wit:---- 1.01  
 To do., for an amount paid Virginia S. White, for Notary Public fees, per receipt exhibited, to wit:----- 2.00  
 To do., for an amount paid Wm. R. Wilson, III, Treasurer, for vendors share of 1970=71 State and County taxes, per receipt exhibited, to wit:----- 5.42  
 To do., for an amount paid Walter E. Clough, Deputy Sheriff, for serving Notice to Quit on Ada Clark, per receipt exhibited, to wit:- 5.00

September 10, 1970

  
 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-----	5.00	50.00
To the Tidewater Bank as payment in full of the mortgage debt, per statement of mortgage indebtedness, the sum of-----		781.57
To Charles Clark, Jr. and Ada Louise Clark, mortgagors, the surplus proceeds of sale, or the sum of-----	941.88	
	<u>\$2,259.38</u>	<u>\$2,259.38</u>

September 10, 1970

*J. Thomas Clark*  
Auditor

*Filed Sept. 10, 1970*

NISI RATIFICATION OF AUDIT

18  
Edward Turner, Attorney named in Mortgage

vs.

Charles Clark, Jr. and Ada Louise Clark, his wife

In the Circuit Court for Queen Anne's County

In Equity

Cause No. 5143

ORDERED, this 10th. day of September, 1970, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th. day of September, 1970, unless cause to the contrary ~~is shown; provided~~ notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto, ~~in Queen Anne's County, Maryland, on each of three successive weeks before the~~ 10 day of September, 1970.

*Charles W. Cecil* Clerk

Filed Sept. 10, 1970

LIBER

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FINAL RATIFICATION OF AUDIT

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Edward Turner, Attorney named in Mortgage )

vs. )

Charles Clark, Jr. and Ada Louise Clark, his wife )

In the Circuit Court for Queen Anne's County

In Equity

Cause No. 5143

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Edward Turner, Attorney named in Mortgage, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: Oct. 5, 1970

Charles W. Peck  
Clerk of the Circuit Court for Queen Anne's County.

Filed Oct 5, 1970